

Schedule 1 - Definitions of Contract for Contract 700009953

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions):
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority.
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: <ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at http://www.defence.gov.uk/defform/ ;
DEF STAN	means Defence Standards which can be accessed at http://www.defence.gov.uk/standards/ ;

Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including

any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority:

Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply:
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972:
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain:
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4):
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1):
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements:
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements:
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949:
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract:
Overseas	shall mean non UK or foreign:
Packaging	Verb. The operations involved in the preparation of materiel for: transportation, handling, storage and Delivery to the user: Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract:
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3:
Parties	means the Contractor and the Authority, and Party shall be construed accordingly:
Primary Packaging Quantity (PPQ)	means the quantity of an item of materiel to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1):

Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products.
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.stanag.org/uk/faq/4329/ ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions).

Schedule 2 - Schedule of Requirements for Contract No: 700009953

For Supply of Ground Fuels

Item Number	DMC/NSN	Description and Part Number	Estimated Quantity Per Annum m ³	Price (£) Ex VAT In accordance with Condition 35 at Schedule 3 – Data Sheet PRICING
1	34C/9140-99-9100459	Bulk Diesel Fuel, General Purpose (MT Dieso) – BS EN 590:2013+A1:2017 (or any superseding issue)	1,700	PREMIUM - € CENT [REDACTED] litre
2	-	Bulk Fuels Oils for Domestic & Industrial Engines and Boilers (Fuel Furnance Oil / Gas Oil) – BS 2869:2017 A2 (or any superseding issue)	1,600	PREMIUM - € CENT [REDACTED] per litre
3	Not Codified	Transfer of product between MOD Sites	As required	Per KM € [REDACTED]
4	Not Codified	Cyprus Organisation for Storage and Management of Oil Stocks (COSMOS) Fees	Per Delivery Consignment	€ CENT [REDACTED] per litre
5	9130-99-9431771	(NATO F-35) Jet A-1 - British MOD Def Stan 91-091 (latest issue) for Jet A-1 and ASTM D1655-08a for Jet A1	51	PREMIUM - € CENT [REDACTED] per litre

Schedule 3 – Data Sheet for Contract No. 700009953

General Conditions

Condition 2 – Duration of Contract:

The Contract duration shall be 3 (three) years and shall commence on 01 April 2020. subject to the Authority's options to extend for up to a further 2 years. and notwithstanding the Authority's right of early termination under the conditions of the Contract

The Authority shall have irrevocable options to extend the Contract for 2 (two) additional 12 (twelve) months periods at a time, or parts thereof on the terms and conditions of the Contract existing at the time the option to extend applied.

Option periods will apply as follows:

Option Year 1 will commence on 01 April 2023 and expire on 31 March 2024

Option Year 2 will commence on 01 April 2024 and expire on 31 March 2025

Subject to the Authority exercising the option by giving the Contractor no less than 3 (three) months prior notice of its desire to extend. Where an option to extend has been exercised by the Authority, this shall be subject of a formal amendment to the Contract. It is emphasised that whilst the Authority has the ability to exercise these options, it is under no obligation to do so.

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law clause 4.d shall apply *(one must be chosen)*

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: As per Box 1 of DEFFORM 111 at Annex A to Schedule 3

Project Manager: As per Box 2 of DEFFORM 111 at Annex A to Schedule 3

Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: As per Box 1 of DEFFORM 111 at Annex A to Schedule 3.

Contractor: To be notified on contract award.

Notices can be sent by electronic mail? (tick as appropriate)

Condition 20 – Progress Meetings:

- a. Meetings shall be held on a monthly basis in the first six (6) months of the contract and thereafter on a quarterly basis. The Authority reserves the right to amend these depending on the outcome of the Contractor's performance.
- b. The Contractor shall be responsible for the issuing of the agreed meeting agenda one (1) week prior to the meeting, liaising with the Authority for agenda items to be included, and the Contractor shall be responsible for producing the record of meeting for distribution no later than one (1) week after the date of the meeting

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 30 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

ISO – 9001 – Quality Management System certification

ISO – 14001 – Environmental Management System or EU/RoC equivalent certification

AQAP2131 Edition 2 – NATO Quality Assurance Requirement for Final Inspection and Defence Standard 05-61 Part 1 (Concessions) shall apply. Latest issues to be used.

Based on the requirements contained in the Statement of Requirement to this Contract, the Contractor shall participate in Quality and Audit programmes required by the Authority.

The Contractor shall ensure that generally his Quality Management System will provide a means of:

- a. Observing and evaluating services completed;
- b. Monitoring services quality;
- c. Recording the standard achieved
- d. Recording any consequent modification to the service.

The system shall be open to inspection by the Authority, subject to reasonable notice, and such inspection combined with observations shall be capable of indicating to the Authority whether or not the standard as defined in the Statement of Requirement is being met

For the purpose of this Contract the Authorities QA Representative shall be the DO detailed at DF111 – Box 2, or this authorised representative, as may from time to time be notified by the Authority.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Defform 68 at Schedule 6 (Contractor Hazardous Articles, Deliverables, Materials or Substances Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority - [redacted]

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable

The Contractor shall appoint a Dangerous Goods Safety Advisor (DGSA) for the transportation of Dangerous Goods, when the road limits in 1.13.6 of ADR (European Agreement Concerning the International Carriage of Dangerous Goods by Road) are exceeded.

UN Hazard Classes that may be carried in accordance with the Contract, with the exemption of UN Class 7

- i. Class 3 Flammable liquids
- ii. These goods give off vapours or fumes that can explode or burn if ignited by a source of ignition such as a match or spark. The vapours are often heavier than air and will sink to the floor

Condition 25 – Timber and Wood-Derived Products: N/A

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? (tick as appropriate)

Applicable to Line Items: 1, 2, 3 and 7

If required, does the Contractor Deliverables require traceability throughout the supply chain?
(tick as appropriate)

Applicable to Line Items:

Condition 28.a – Delivery and Demanding Procedures by the Contractor:

Demanding Procedures

- a. Each Unit is responsible for placing their own fuel requirements by telephone to the Contractor's local agent. Demanding Units will then be given a delivery order number which should be quoted on the delivery ticket for cross reference. When the bulk fuel is receipted the delivery order reference number should match the driver's delivery ticket.
- b. The Authority shall not be responsible for supplies and services supplied against a properly identified delivery order number.
- c. The Contractor shall confirm delivery times with the appropriate unit prior to any delivery being made
- d. All Demand Orders placed on the Contractor shall be carried out to the entire satisfaction of the Designated Officer. The Contractor shall immediately report any reason for delay in meeting the requirements of the Contract. The Contractor shall not be entitled to any reimbursement for articles notified by the Authority as being unsatisfactory for any reason.
- e. The "Authority" shall be the Secretary of State for Defence whose Designated Officer (DO) in respect of the Contract shall be as per DF111 – Box 2 or his Authorised Representative SptOpsSNCO, J4, HQ BFC. The day to day point of contact shall be the DO. A list of Demanding Officer is at Annex C to the Technical Statement of Requirement.

Delivery

- a. Delivery shall be in accordance with the Technical Statement of Requirements and the delivery details contained in the warrant or orders issued by the Demanding Officer and with Demanding Procedures above.
- b. The fuel shall be delivered in bulk by road wagon.
- c. A delivery ticket shall accompany each delivery stating the density of the fuel.
- d. Delivery vehicles used in the transportation of the fuel shall comply with the Cyprus Transport Regulations and will observe recommended speed limits at all times while on the Sovereign Base Areas.

Measurement of Quantities Delivered

The Contractor shall provide and accept all of the following methods for calculating the weight or quantity of all deliveries:

- a. a calibrated discharge flow meter provided by the Contractor shall be used to monitor the quantity delivered.
- b. In litres by dipstick, loading bar or other approved measuring device of the vehicle taken before and after delivery in the presence of a representative of the Authority, who shall be at liberty to compare such readings.
- c. The Demanding Officer (DO) shall have the right to verify the quantity of fuel recorded as having been delivered and to check the accuracy of the equipment provided by the Contractor for the measurement of quantity of fuel delivered. If the DO does not agree with the stated measurement of the quantity to be delivered, a further check is to be made with a measuring device provided by the Authority. The resultant measurement will be the volume that will be recognised as the quantity being delivered. If the Authority is still not satisfied after a further check it shall annotate the delivery ticket with such details of any discrepancy and confirm the complaint in writing to the Contractor's local representative.
- d. If the Authority exercises the option to uplift fuel from the Contractor's facility in accordance with the details contained in the demand form issued by the DO, each complete discharge of fuel in the Authority's tankers is to be accompanied by a delivery ticket. One copy shall be retained by the Authority, the original to be retained by the Contractor and to accompany any invoice raised against such delivery. The Contractor shall make fuel available within three working days of the order being placed.
 - i. Uplifted quantities shall be measured in litres by loading bar or other approved measuring device of the vehicle taken before and after delivery in the presence of a representative of the Authority, who shall be at liberty to compare such readings.
 - ii. The Authority shall have the right to verify the quantity of fuel recorded as having been received into the Authority's Bulk Fuel Carrying Vehicles (BFCV), drums or jerricans and to check the accuracy of the quantities received. If the Authority does not agree the measurement of the quantities received, a further check on the quantities received shall be made by a measuring device provided by the Authority
 - iii. The Authority will confirm pick up times prior to any uplift being made.
- e. The Authority reserves the right to vary the requirements of the Contract, as detailed at Schedule of Requirements, should this at any time become necessary

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here

The time limit for rejection shall be 30 Business Days

- a. In the event that any fuel is rejected it shall be removed by the Contractor 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 Contractor shall be liable for any expenses incurred by the Authority in loading, unloading, moving and testing etc. of the rejected fuel. The Contractor shall remove the rejected fuel within a period of eight (8) days from the date of notification of rejection; the rejected fuel remaining in the Authority's custody shall be at the Contractor's risk. The Authority 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 fourteen days (14) the Authority may, at its discretion, transport such fuel to a suitable place of discharge into the Contractor's possession.
- b. Notwithstanding the respective liabilities of the Contractor and the Authority, rejected fuel shall, from the time of rejection, be at the risk of the Contractor in respect of any loss or damage arising.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? (tick as appropriate)

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

- a. Prices shall be FIRM (ie Not subject to variation and exempt from all taxes and customs charges) as detailed in the Schedule of Requirements for the duration of the Contract and shall be in accordance with the Statement of Requirements.
- b. The prices for items 1, 2 & 7 will be the deregulated marked price taken from the PLATTS indices. The prices shall comprise of two elements:
- i. The base fuel element
 - ii. A separate premium or discount where appropriate
- c. The base fuel element: Each Business Day the PLATTS marketscan publishes 'low', 'high', and 'mean' figures for each PLATTS index. The PLATTS Price shall be calculated by taking the average of the published 'mean' figures for the relevant PLATTS index for the month prior to delivery date. The following Indices shall be used: for Item 1 PLATTS CIF Med ITALY; for Item 2 PLATTS CIF Med ITALY; and for Item 7 PLATTS FOB Med ITALY. For the biofuel element of Item 1 the ARGUS Biofuels Index UCOME EU FOB ARA with an average of the Bid and Ask price for the month prior to delivery date shall be used. The premium shall be as stated in the Schedule of Requirements and shall be FIRM (i.e. non-variable) for the period of the Contract.
- d. The price of item 4 shall remain FIRM and is inclusive of loading, transport, driver costs and unloading.
- e. The price for item 5 is governed by the Republic of Cyprus and is therefore subject to change. Any necessary changes will be made via a formal Contract amendment following a request to the Commercial Branch by the Contractor
- f. The Authority retains the right during the life of the Contract to call, without commitment, for firm prices for the base element of the fuel, for deliveries of specific quantities to other locations. Any such agreement shall be subject to a formal Contract Agreement

Condition 39 - Sub Contracting:

- a. The Contractor shall submit to the Authority any proposed plans for work to be performed by sub-contractors.
- b. The Contractor shall be responsible for the management of sub-contractors and accept responsibility for the delivery of their required outputs.
- c. The Contractor shall ensure that all sub-contractor will be subject to the Contract terms and conditions contained herein.
- d. Where the Contractor enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, he shall cause a term to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding 30 days from receipt of the valid invoice as define by the sub-contract requirements.

Termination

Condition 42– Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Condition 45 – Contractor Personnel

- a. All employees of the Contractor and/or any sub-contractors engaged in connection with the Contractor's performance of its obligation under the Contract shall be appropriately qualified and competent to perform the activities in which they are engaged and shall be in all respects acceptable to the Authority.
- b. If the Authority shall consider any employee to be unacceptable then the Authority will call a meeting within three (3) days of any notification relating to the Contractor's employees, to be held at the Authority's premises with senior representation from the Contractor. Following the meeting the Contractor shall immediately take such action as agreed to resolve the issues and notify the Authority of the outcomes as necessary.
- c. The contractor shall ensure that there shall be no conflict for the employees between the demands of this Contract and the demand of any other Contract in which these employees may be engaged on from time to time.
- d. The Contractor shall be responsible for the observance by himself, his employees and sub-contractors, of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons including all precautions required to be taken by or under any Act of Parliament, including any regulations or bye-law of any local or other authority to ensure proper discharge of these duties.
- e. The Contractor shall nominate an English speaking person with authority to act on behalf of the Contractor and who will be available to consult with the Demanding Officer when required. The representative shall be subject to the approval of the Commanding Officer, who at any time during the life of the Contract may inform the contractor that a replacement representative is to be nominated for the position. If the Contractor shall at any time neglect or refuse to remove and appoint another representative in his/her place immediately when required to do so, the Authority may, forthwith, terminate the Contract and recover from the Contractor any loss resulting from such termination.

Condition 46 – Service on Government Property

- a. It shall be the responsibility of the demanding establishment to ensure that the storage into which the fuel is to be delivered is adequate and shall safely receive the full quantity ordered providing the connecting hose is properly and securely connected to the fuelling point of the said storage. The Contractor shall ensure prior to delivery that his delivery hoses and couplings match respectively the receipt line capacity and couplings on the Authority's Bulk Fuel Installations.
- b. Property of the fuels delivered by the Contractor shall pass to the Commander British Forces Cyprus on delivery at the point of entry into the Authority's Storage Facility.

Other Addresses and Other Information *(forms and publications addresses and official use information)*

See Annex A to Schedule 3 (DEFFORM 111)

1. Commercial Officer

Name: [Redacted]
Address: [Redacted]
Email: [Redacted]
Tel: [Redacted]

2. Designated Officer, Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)
Name: [Redacted]
Address: [Redacted]
Email: [Redacted]
Tel: [Redacted]

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

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

Tel No:

(b) U.I.N. D0903G

5. Drawings/Specifications are available from

6. INTENTIONALLY BLANK

7. Quality Assurance Representative:

See Box 2
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit [intranet] or [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

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
B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**

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:

*NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: 700009953

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: 700009953

ITT No: 700009953

Description of Contractor's Commercially Sensitive Information:

[REDACTED]

Cross Reference(s) to location of sensitive information:

[REDACTED]

Explanation of Sensitivity:

[REDACTED]

Details of potential harm resulting from disclosure:

[REDACTED]

Period of Confidence (if applicable): [REDACTED]

Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]

Position: [REDACTED]

Address: [REDACTED]

Telephone Number: [REDACTED]

Email Address: [REDACTED]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 700009953

**Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor**

Contract No: 700009953

Contract Title: The Supply of Ground Fuels

Contractor: Hellenic Petroleum Cyprus Limited

Date of Contract: 01 Apr 2020

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature:

Name: [REDACTED]

Job Title: [REDACTED]

Date: 27/02/2020

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: N/A

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
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Schedule 8 – Acceptance Procedure (i.a.w. condition 29) for ITT No 700009934: N/A

