



Ministry  
of Defence



Defence Equipment & Support

# DFFS/5072 Bulk Fuels Framework Agreement (BFFA)



Equipping and Supporting our Armed Forces

**DFFS/5072 – FRAMEWORK TERMS AND CONDITIONS**

**GENERAL AND NARRATIVE CONDITIONS OF CONTRACT**

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**BULK FUELS FRAMEWORK AGREEMENT – 5072**

**THIS FRAMEWORK AGREEMENT** - is dated 15 November 2016

**BETWEEN:**

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

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

**BACKGROUND**

- (a) The Authority placed a contract notice (reference 63113-2015) on 16 February 2015 in the Official Journal of the European Union (OJEU) seeking expressions of interest, in the form of a Dynamic Pre-Qualification Questionnaire (DPQQ), from potential providers for the provision of Fuel to itself and the Other Contracting Bodies identified in the contract notice, under a Framework Agreement. Following DPQQ evaluation, the Authority invited potential providers (including the Supplier) on 30 October 2015 to tender for the provision of bulk Marine and Aviation Fuel within the UK and worldwide and Ground Fuel for overseas locations.
- (b) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter into a Framework Agreement to provide services to those Customers who place Orders for Fuel in accordance with this Framework Agreement.
- (c) This Framework Agreement sets out the procedure for ordering Fuel, the main Terms and Conditions for the provision of Fuel, and the obligations of the Supplier under this Framework Agreement.
- (d) It is the Parties' intention that Customers have no obligation to place Orders with the Supplier under this Framework Agreement or at all.

**IT IS AGREED as follows:**

**1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this Framework Agreement the following expressions shall have the following meanings:

“**Accurate Invoice**” means an invoice submitted in accordance with Clause 23 – Submission of Invoices.

“**Ad-Hoc**” means a requirement that arises in addition to the normal estimated requirements for Fuel.

“**Authorised Demander(s)**” means the Authority’s Representative(s) detailed at Clause 18 who are authorised to place Orders with the Framework Provider under a Call-off Contract.

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

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“**Authority**” means the Ministry of Defence (MOD), acting as part of the Crown on behalf of the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, or its Managing Agent.

“**Aviation Fuel**” means Fuel Types F-34 and F-35 as detailed at Annexes A and B, or as otherwise specified in the ITC.

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

“**Bill of Lading Date**” means the date of issuance of the Bill of Lading which shall be the date that the Vessel has completed loading.

“**BFFA – 5072**” means the Bulk Fuels Framework Agreement; the title of this Framework Agreement, and the Framework Agreement reference number.

“**Bulk Fuel Installation**” means an installation where Fuel is stored and subsequently dispensed to a customer.

“**Business Day**” shall have the meaning given to it in DEFCON 501 – Definitions and Interpretations.

“**Call-off Contract**” means a specified Contract between the Authority and the Framework Provider for the supply of Fuel entered into pursuant to the provisions of this Framework Agreement in the form set out at Annex I.

“**Capability Area**” means the Capability Areas detailed on the Capability Matrix at Annex E.

“**Capability Matrix**” means the matrix at Annex E which details the Capability Area(s) that Framework Providers have been approved to supply under the terms of the Framework Agreement.

“**Certificate of Conformity**” means a document certified by a competent authority that the Fuel supplied meets the required specifications.

“**Certificate of Quality**” means a certificate, as detailed in the StOR at Annex B, that is prepared by the Supplier and attests that the Fuel to be supplied is in full compliance with the relevant Fuel specification.

“**Change in Law**” means any change in Law which impacts on the provision of the Fuel or the Supplier’s performance of its obligations under this Framework Agreement which comes into force after the Framework Agreement Commencement Date.

“**CLH-PS**” is the pipeline and storage facility which the Authority requires delivery of F-35 into (herein referred to as CLH-PS deliveries / requirements). This facility was previously called the Government Pipeline and Storage System (GPSS), however, it has been re-named to Compañía Logística de Hidrocarburos - Pipeline System (CLH-PS) following its sale to Compañía Logística de Hidrocarburos (CLH).

“**Commercial Officer**” means the person identified at Box 1 of DEFFORM 111–Appendix to the Framework Agreement, or authorised representative of the Authority, who is authorised to conduct a Mini-Competition, award a Call-off Contract and make any amendments to the Framework Agreement.

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**“Call-off Contract Number”** means the reference number of a Call-off Contract placed under the Framework Agreement. Call-off Contracts will be numbered sequentially as DFFS/5072/1, DFFS/5072/2 etc.

**“Contracting Authority”** has the meaning given to it in the Defence and Security Public Contract Regulations 2011 (SI 1848).

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

**“Confidential Information”** means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

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

**“Customer(s)”** means the Authority and any Other Contracting Body (OCB) described in the OJEU notice.

**“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 Supplier is required to complete as required. DEFFORMs can be accessed at: <https://www.gov.uk/guidance/acquisition-operating-framework>.

**“Delivered Duty Paid (DDP)”** has the meaning given to it in the latest version of the International Commercial Terms (Incoterms).

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

**“Disconnection of Hoses”** means the point at which the loading / discharge hose has been fully disconnected from the Vessel’s manifold.

**“Early Payment Discount”** means the discount that the Customer will apply to invoices paid within 30 calendar days of receipt of an Accurate Invoice. Clause 24 refers.

**“EIRs”** mean the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**“Firm Premium”** means the premium, in US\$ / m<sup>3</sup>, offered by a Framework Provider in its Bidding Sheet, which shall be inclusive of all costs and not subject to variation.

**“First Foot Sample”** means a sample of Fuel taken at the point when 25cm (or one “foot”) of Fuel has been loaded into the receiving Vessel’s tank(s).

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“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“**Framework Agreement**” means this Agreement incorporating the Terms and Conditions, DEFCONS, DEFFORMS and Clauses together with the associated Annexes and Appendices.

“**Framework Agreement Commencement Date**” means the date on which this Framework Agreement is signed by both Parties.

“**Framework Provider**” means the Supplier and other suppliers appointed as Framework Providers under this Framework Agreement.

“**Free on Board (FOB)**” has the meaning given to it in the latest version of the International Commercial Terms (Incoterms).

“**Fuel**” means the Fuel that Framework Providers are approved to supply in accordance with the Capability Matrix (Annex E) and the Framework Agreement.

“**Fuel Type**” means a certain specification of Fuel as detailed in the Schedule of Requirements (DEFFORM 110) at Annex A and the Statement of Requirement (StOR) at Annex B to the Framework Agreement.

“**Full Volumetric Requirement**” means the total volume of Fuel required which is specified by the Authority in the ITC.

“**Ground Fuel**” means Fuel Types F-67 and F-54 as detailed at Annexes A and B, or as otherwise specified in the ITC.

“**In-tank**” means a paper stock transfer within a PSD tank, transferring ownership of Fuel from the Supplier to the Authority.

“**Inter-tank**” means the movement of Fuel from one tank to another within a PSD.

“**Into tank**” means delivery by Vessel or pipeline into the Authority’s storage tank.

“**Incoterms**” means the rules that explain a set of three-letter domestic and international trade terms reflecting business-to-business practice. Where the Incoterm refers to buyers this shall mean the Customer. Where the Incoterm refers to sellers this shall mean the Framework Supplier.

“**Independent Inspector**” means an individual, appointed by the refinery which will manufacture and / or supply the Fuel, who will obtain fuel samples, in accordance with the StOR at Annex B, who shall not be an employee or agent of the Customer, Supplier, shipping company or refinery.

“**Initial Period**” means a period of four years beginning on the Framework Agreement Commencement Date.

“**ITC - Invitation to Compete**” means a document (at Annex C) which is issued by the Authority to all Framework Providers identified on the Capability Matrix at Annex E as having the capability to provide a particular Capability Area. The ITC will notify Framework

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Providers of the Customer's requirement and invite them to submit a tender under the terms of the Framework Agreement.

**"JSP 317"** means Joint Service Publication 317 Joint Service Safety Regulations for the storage and handling of Fuels and Lubricants.

**"Law"** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-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 Supplier is bound to comply.

**"Laycan"** means the period of time, as specified by the Authority in the Call-off Contract, within which the Supplier is permitted to commence loading or discharging of the Fuel, such loading or discharging to be completed within the Maximum Permitted Laytime. Unless otherwise specified, Laycan shall commence at 00:00 (local time) on the first day of the Laycan and cease at 23:59 (local time) on the last day of the Laycan. Commencement of the Maximum Permitted Laytime within the agreed Laycan may be subject to local restrictions as detailed in the Statement of Requirement.

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

**"Marine Fuel"** means fuel types F-76 and F-44 as detailed at Annexes A and B, or as otherwise specified in the ITC.

**"Maximum Permitted Laytime"** means: (a) for FOB deliveries, the number of hours calculated in accordance with Clause 20; and (b) for DDP deliveries, the number of hours specified in the Supplier's response to an ITC which shall be the maximum time allowed to carry out the loading and/or discharging operations, based on the volume of Fuel being loaded/discharged.

**"Mini-Competition"** means the process leading to award of a Call-off Contract under the Framework Agreement following issue of an ITC by the Authority.

**"M-1"** means Month -1. The month prior to the month of delivery which shall be used as a pricing window to determine the Platts Price for Aviation and Ground Fuels.

**"NOR - Notice of Readiness"** is a document issued by: (a) the Customer (in the case of FOB deliveries) or (b) a Framework Provider (in the case of DDP deliveries) notifying the other that the Vessel has arrived and is ready in all respects to commence loading/discharge of the Fuel.

**"OFD"** means Oil Fuel Depot.

**"Order"** means a Call-off Contract or a notification of the Customer's requirement (in the form set out in Annex J), under a Call-off Contract.

**"Other Contracting Body"** means all Customers except the Authority.

**"Parties"** means the Supplier and the Authority.

**"Platts Index"** means the Platts Marketscan code appropriate for the Fuel Type, delivery method and geographical location, specified by the Authority in the ITC which shall be used to calculate the price of Fuel, in accordance with Clause 22.

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“**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 Clause 22.

“**PSD**” means Petroleum Storage Depot.

“**Purchase to Payment (P2P)**” means the Authority’s mandated strategic purchasing tool. It enables electronic ordering, receipting and invoicing. Details can be found at: [www.d2btrade.com](http://www.d2btrade.com).

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

“**Requirement**” means the Customer’s requirement for Fuel as detailed under the terms of this Framework Agreement and any ITC and Call-off Contract awarded as part of a Mini-Competition.

“**STANAG 3149**” means Standardisation Agreement 3149 Minimum Quality Surveillance for Fuels published by the North Atlantic Treaty Organisation (NATO).

“**Statement of Requirement (StOR)**” means the document at Annex B and associated Appendices detailing the Customer’s requirement.

“**Supplier’s Commercially Sensitive Information**” is the information listed in the Contractor’s Commercially Sensitive Information form (Annex G) being information notified by the Supplier to the Customer which is acknowledged by the Customer as being commercially sensitive information.

“**Supplier’s Representative**” means the duly authorised representative appointed by the Supplier in the execution of this Framework Agreement.

“**Termination Date**” means the date of expiry or termination of this Framework Agreement.

“**Terms and Conditions**” means the terms of the Framework Agreement, inclusive of the general conditions (DEFCONs and DEFFORMs) the narrative conditions, Clauses and the respective Call-off Contracts which set out the rights and obligations of the Parties.

“**Unsuccessful Framework Provider**” means a Framework Provider that submitted a bid in response to an ITC but was not deemed to be the most economically advantageous tender.

“**Vessel**” means (a) for DDP deliveries, the Supplier’s own or chartered Vessel which will deliver the Fuel to the delivery location specified by the Customer in the Call-off Contract or Order; or (b) for FOB deliveries, the Authority’s own or chartered Vessel which will collect the Fuel from the collection point specified by the Supplier in its response to an ITC and /or in the Call-off Contract.

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### GENERAL CONDITIONS OF THE FRAMEWORK AGREEMENT

#### 2 DEFENCE CONDITIONS

2.1 The following Defence Conditions (DEFCONs) shall apply. DEFCONs can be accessed via the Commercial Toolkit following registration on the Acquisition System Guidance (ASG) at the following link: <http://www.aof.mod.uk/>.

|             |           |   |
|-------------|-----------|---|
| DEFCON 5J   | Edn 03/15 | Unique Identifiers  |
| DEFCON 68   | Edn 02/16 | Supply Of Hazard Data For Articles, Materials And Substances  |
| DEFCON 76   | Edn 12/06 | Contractor's Personnel At Government Establishments   |
| DEFCON 113  | Edn 02/16 | Diversion Orders  |
| DEFCON 129J | Edn 02/16 | The Use Of The 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 509  | Edn 09/97 | Recovery Of Sums Due  |
| DEFCON 513  | Edn 06/10 | Value Added Tax   |
| 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 | Subcontracting to Supported businesses  |
| DEFCON 522  | Edn 07/99 | Payment   |
| DEFCON 522J | Edn 05/03 | Payment Under P2P   |
| DEFCON 523  | Edn 03/99 | Payment Of Bills Using The Bankers Automated Clearing Service (BACS) System                         |
| DEFCON 524  | Edn 10/98 | Rejection   |
| 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  |
| DEFCON 529  | Edn 09/97 | Law (English)   |
| 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 06/97 | Prompt Payment (Subcontracts)   |
| 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 608  | Edn 10/14 | Access And Facilities To Be Provided By The Contractor  |
| DEFCON 609  | Edn 06/14 | Contractor's Records  |
| DEFCON 612  | Edn 10/98 | Loss Of Or Damage To The Articles   |
| DEFCON 619A | Edn 09/97 | Customs Duty Drawback   |
| DEFCON 620  | Edn 06/14 | Contract Change Control Procedure   |

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|             |           |  |
|-------------|-----------|--|
| DEFCON 621B | Edn 10/04 | Transport (If Contractor Is Responsible For Transport)<br>Note: This DEFCON applies to Call-off Contracts where the Supplier is responsible for transport. |
| DEFCON 624  | Edn 11/13 | Use of Asbestos  |
| DEFCON 627  | Edn 12/10 | Quality Assurance - Requirement for a Certificate of Conformity  |
| DEFCON 630  | Edn 03/15 | Framework Agreements   |
| DEFCON 632  | Edn 08/12 | Third Party Intellectual Property – Rights and Restrictions  |
| DEFCON 644  | Edn 05/15 | Marking Of Articles  |
| 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   |

### 3 DEFENCE FORMS

3.1 The following Defence Forms (DEFFORMs) shall apply. DEFFORMs can be accessed via the Commercial Toolkit following registration on the Acquisition System Guidance (ASG) at the following link: <http://www.aof.mod.uk/>.

|              |           |   |
|--------------|-----------|---|
| DEFFORM 10   | Edn 12/13 | Acceptance of Offer of Contract   |
| DEFFORM 10B  | Edn 03/14 | Acceptance of Offer of Amendment to Contract                                      |
| DEFFORM 30   | Edn 04/15 | The Electronic Transactions Agreement   |
| DEFFORM 68   | Edn 06/15 | Hazardous Articles, Materials or Substances Statement by the Contractor (Annex H) |
| DEFFORM 111  | Edn 02/16 | Appendix – Addresses and Other Information  |
| DEFFORM 522A | Edn 09/99 | Relevant Form Details for DEFCON 522 Payment Condition (see Annex F)              |
| DEFFORM 539A | Edn 08/13 | Supplier's Commercially Sensitive Information Form (Annex G)                      |

## NARRATIVE CONDITIONS OF THE FRAMEWORK AGREEMENT

### 4 SCOPE OF FRAMEWORK AGREEMENT

4.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the procurement of Fuel by the Customers from the Supplier, and sets out the terms which govern the supply of Fuel.

4.2 The Authority appoints the Supplier as a Framework Provider of the Fuel detailed in the Capability Matrix at Annex E and the Supplier shall only be eligible to receive Orders for such Fuel from The Authority and Other Contracting Bodies (OCBs) following award of a Call-off Contract issued by the Authority to the Supplier. Following award of a Call-off Contract, the Supplier shall be eligible to receive Orders in accordance with the requirement and for the period stated in the Call-off Contract.

4.3 Customers may at their absolute discretion and from time to time order Fuel from the Supplier under a Call-off Contract, in accordance with the ordering procedure set out in Clause 16 of this Framework Agreement. The Parties acknowledge and agree that the Customers have the right to order Fuel pursuant to this Framework Agreement provided that they comply at all times with the Defence and Security Public Contracts Regulations 2011 and the ordering procedure in Clause 16 of this Framework Agreement.

4.4 If and to the extent that any Fuel is required by OCBs under this Framework Agreement, each and every OCB shall submit its requirement to the Authority. The Authority shall conduct a Mini-Competition and enter into a Call-off Contract with a Framework Provider for the Fuel. The OCB shall place Orders under the Call-off Contract in accordance with the ordering procedure in Clause 16.

4.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Fuel and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the provision of the Fuel.

4.6 The Authority shall not in any circumstances be liable to the Supplier or any OCB for payment or otherwise in respect of any Fuel provided by the Supplier to any OCB.

4.7 The Supplier shall provide the Fuel in accordance with:

- (a) the requirements of this Framework Agreement; and
- (b) the terms and conditions of the respective Call-off Contracts.

### 5 ENTIRE AGREEMENT

5.1 This Framework Agreement, together with any Call-off Contract awarded pursuant to this Framework Agreement, constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

5.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

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5.3 Nothing in this Clause [5] shall exclude any liability in respect of misrepresentations made fraudulently.

## 6 PRECEDENCE

6.1 In the event of, and only to the extent of, conflict or inconsistency between the Terms and Conditions of this Framework Agreement and the Terms and Conditions of a Call-off Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the Narrative Terms and Conditions of the Framework Agreement;
- (b) the General Conditions (DEFCONs) of the Framework Agreement;
- (c) the Terms and Conditions of any Call-off Contract;
- (d) the Statement of Requirement at Annex B and associated appendices; 1 and
- (e) all other annexes and appendices to the Framework Agreement.
- (f) the Incoterms.

6.2 Where a Party believes that a conflict or inconsistency exists, it shall bring this to the attention of the other Party at the earliest opportunity for consideration.

6.3 In all cases the Authority shall discuss these matters with the Supplier with a view to resolving the issues; however the Authority's decision shall be final and conclusive in all matters.

6.4 The Supplier agrees that any other terms and conditions or any general reservations, which may be printed on any of the Supplier's correspondence, shall not be applicable to this Framework Agreement.

## 7 DURATION OF AGREEMENT

7.1 The Framework Agreement shall take effect on the Framework Agreement Commencement Date and shall continue, unless terminated earlier in accordance with the Terms and Conditions of the Framework Agreement, for four (4) years ("Initial Period"), until **14 November 2020** and shall cover all Call-off Contracts placed by Customers during this period. The Framework Agreement shall terminate without notice at the end of the four year period unless the Authority gives notice, no later than three (3) months before the end of the Initial Period to extend the Framework Agreement in accordance with Clause 7.2.

7.2 The Authority shall have the option to extend the Initial Period of this Framework Agreement on the same terms for a further period of three (3) years. This option period will be entirely at the discretion of the Authority, and shall be exercisable upon written notification by the Commercial Officer at Box 1 of the DEFFORM 111, to the Framework Provider, no later than three (3) months before the end date of the Initial Period.

7.3 Call-off Contracts placed within the duration of this Framework Agreement may be delivered after the Termination Date of the Framework Agreement.

## 8 REPRESENTATIONS AND WARRANTIES

8.1 The Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its

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place of incorporation;

(b) it has full capacity and authority to enter into and to perform this Framework Agreement;

(c) this Framework Agreement is executed by its duly authorised representative;

(d) it has all necessary consents and regulatory approvals to enter into this Framework Agreement;

(e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Framework Agreement;

(f) its execution, delivery and performance of its obligations under this Framework Agreement will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

(g) its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);

(h) all written statements and representations in any written submissions made by the Supplier as part of the Invitation to Tender process, its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the Framework Agreement Commencement Date;

(i) it has notified the Authority in writing of any occasions of Tax Non- Compliance and any litigation in which it is involved that is in connection with any occasion of Tax Non- Compliance;

(j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement; and

(k) 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 Supplier 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 Supplier's assets or revenue.

8.2 Each of the representations and warranties set out in Clause 8.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Framework Agreement.

8.3 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 8.1 has been breached, is untrue or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

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8.4 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 which the Authority may have in respect of breach of that provision by the Supplier.

8.5 Except as expressly stated in this Framework Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

## 9 VOLUMES

9.1 The estimated annual volumetric requirement is detailed in the StOR at Annex B for information only. The Framework Agreement does not guarantee any Fuel volumes. The Authority's Fuel volume requirements shall be detailed in:

- (a) the Call-off Contract; or
- (b) the Order under a Call-off Contract

9.2 The Customer shall not be obliged to receive volumes other than those ordered, or to pay for volumes other than those received and accepted by the Authority.

9.3 The Authority reserves the right to reject any Fuel which is delivered outwith the following volumetric tolerances:

- (a) for FOB Deliveries: -2% of the total volume ordered by the Customer, unless otherwise specified in the ITC; or
- (b) for all other deliveries: +/-2% of the total volume ordered by the Customer.

9.4 The total volume of Fuel ordered by the Customer must be converted to 15°C prior to uplift (FOB) or delivery. The Authority reserves the right to reject any Fuel which is not within the tolerance levels, as detailed at Clause 9.3 above, at the point at which it is received. The Customer shall not be bound to pay for the total volume ordered in the Call-off Contract, if the actual volume received does not match the volume ordered. The Customer shall pay for the volume received in accordance with Clause 23 – Submission of Invoices and Clause 25– Payment.

## 10 ITC PROCESS

10.1 If a Customer has a requirement to purchase Fuel through the Framework Agreement, it shall submit its requirement to the Authority. The Commercial Officer (Box 1 to DEFFORM 111) shall:

- (a) identify the relevant Capability Area that the requirement falls into;
- (b) identify the Framework Providers that are capable of performing the Call-off Contract for the specific Capability Area, by reference to the Capability Matrix at Annex E; and
- (c) complete and issue the ITC (in the form set out at Annex C), a blank copy of the relevant Bidding Sheet (Appendices 1 and 2 to Annex C) and a DEFFORM 47 – Invitation to Tender to those Framework Providers.

10.2 The ITC will detail:

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- (a) the required Fuel Type(s). ITCs for FOB may include the requirement for more than one Fuel Type. The Authority shall collect the Full Volumetric Requirement specified in the ITC from a single collection point, unless it is explicitly stated in the ITC that multiple collection points will be acceptable to the Authority;
- (b) the volume of Fuel required;
- (c) the required Laycan / delivery date;
- (d) the delivery location(s);
- (e) for FOB deliveries: the start date, start point and the end point of the Vessel in accordance with Clause 13, in the event that the Authority applies a FOB Weighting Factor;
- (f) for Inverness, Aldergrove and BATUK deliveries: the duration of the Call-off Contract; and
- (g) the final date for submission of the completed Bidding Sheet, which shall be no later than the 1st calendar day of the month prior to the month of delivery. For CLH-PS requirements this shall be no later than the 1st calendar day of the month prior to the month of delivery.

### 11 ITC CLARIFICATION PROCESS

11.1 Any clarification questions relating to an ITC must be submitted by e-mail to the Commercial Officer at Box 1 of the DEFFORM 111 – Appendix, prior to the date for submission of the completed Bidding Sheet.

11.2 The Authority will respond to all clarifications as soon as possible via email to all Framework Providers which have been issued with an ITC, without disclosing the originator of the clarification. If a Framework Provider wishes the Authority to treat a clarification as confidential and not issue the response to all Framework Providers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Framework Provider and it will have an opportunity to withdraw the clarification. If the clarification is not withdrawn, the response will be issued to all Framework Providers. Where a question reveals a piece of information that could significantly impact the Framework Providers' responses to the ITC, this may result in an extension of the Bidding Sheet return date.

11.3 The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Framework Provider's response to an ITC during the evaluation phase, where necessary for the purposes of carrying out a fair evaluation. Framework Providers are asked to respond to such requests promptly. Failure to do so may render the ITC response non-compliant.

### 12 ITC COMPLETION AND SUBMISSION

12.1 The Authority shall:

- (a) allow a minimum of 3 Business Days for Framework Providers to submit a response to the ITC; and
- (b) have the right to reject a Framework Provider's bid if its response to the ITC is not received by the date and time specified in the ITC as the final date of submission of the completed Bidding Sheet.

12.2 Upon receipt of an ITC, the Supplier, should it choose to bid, shall:

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- (a) contact the Commercial Officer at Box 1 of DEFFORM 111 - Appendix with any clarification questions, prior to the date for submission of the completed Bidding Sheet;
- (b) fully complete the relevant Bidding Sheet (Appendices 1 and 2 to Annex C) and DEFFORM 47 Annex A (offer) which the Authority will provide with the ITC;
- (c) provide its Maximum Permitted Laytime (in accordance with Clause 21 – Maximum permitted Laytime and Demurrage - DDP) for discharge of the Fuel for DDP deliveries, which shall take into account the average pumping rates and local restrictions detailed in the StOR at Annex B;
- (d) provide its Demurrage rate in US dollars per day (in accordance with Clause 21 – Laytime and Demurrage - DDP);
- (e) submit its completed Bidding Sheet by email, to the Commercial Officer at Box 1 of DEFFORM 111, by the date and time specified in the ITC as the final date for submission of the completed Bidding Sheet; and
- (f) agree that its bid shall remain open for acceptance by the Authority until 14:00 (GMT) on the day specified in the ITC as the final date for submission of the completed Bidding Sheet (or such other period specified by the Authority in the ITC).

### 13 FOB WEIGHTING FACTOR

13.1 To determine the most economically advantageous tender for FOB requirements, the Authority reserves the right to evaluate whole journey costs in the Mini-Competition. Whole journey costs (“**FOB Weighting Factor**”) are the total cost for the Authority’s Vessel (the Vessel’s daily rate plus estimated bunker costs) to travel from:

- (a) its current location (“**Start Point**”), which will be stated in the ITC; to
- (b) a Framework Provider’s nominated refinery; to
- (c) its onward delivery location (**End Point**), which will be stated in the ITC.

13.2 The FOB Weighting Factor shall be calculated by Framework Providers as follows, using the website, [www.sea-distances.com](http://www.sea-distances.com), and included on the Bidding Sheet:

- (a) calculate the distance from the Start Point to the Framework Provider’s nominated refinery (select the closest recognised port);
- (b) calculate the distance from the Framework Provider’s nominated refinery to the End Point;
- (c) using an assumed Vessel speed of 14 knots, calculate the total journey time in days and hours (rounded to the nearest hour);
- (d) convert the hours to the nearest 2 decimal places, as a fraction of a full day (for example 8 days 7 hours would be expressed as 8.29 days); and
- (e) multiply the total journey time in days by the sum of £22,600 (Vessel’s daily rate plus estimated bunker costs).

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13.3 The figure which is derived from this calculation is the FOB Weighting Factor. Framework Providers shall state this calculation on the Bidding Sheet as follows: total journey time taken in days X £22,600 = FOB Weighting Factor.

13.4 The Authority will:

- (a) verify the FOB Weighting Factor included on the Bidding Sheet by using [www.sea-distances.com](http://www.sea-distances.com);
- (b) determine, as detailed at Appendix 1 to Annex C, the total sum of:
  - i. the FOB Weighting Factor;
  - ii. the Framework Providers' Firm Premium detailed on the Bidding Sheet; and
  - iii. the estimated Platts Price calculated in accordance with Clause 14 – Bid Evaluation.

13.5 This figure will be used for bid evaluation purposes in accordance with Clause 14 – Bid Evaluation and Appendix 1 to Annex C.

13.6 In the event that the FOB Weighting Factor calculated by a Framework Provider differs from the Authority's calculation, the Authority and the Framework Provider will make all reasonable endeavours to jointly agree the calculation. In the absence of such agreement, the Parties agree that the Authority's decision on the FOB Weighting Factor shall be final and conclusive.

13.7 In the event that the sea distances website become unavailable, the Authority reserves the right to identify a suitable replacement website or provide a distance table for Framework Providers to use when completing their Bidding Sheet.

## 14 BID EVALUATION

14.1 Completed Bidding Sheets submitted by Framework Providers in response to an ITC will be evaluated by the Authority to determine the most economically advantageous tender, or combination of tenders for CLH-PS requirements, as detailed below and at Appendices 1 and 2 to Annex C.

14.2 The most economically advantageous tender(s) shall be the tender(s) that:

- (a) is/are compliant with all of the evaluation criteria detailed at Appendices 1 and 2 to Annex C; and
- (b) represents the lowest total cost to the Authority for the Full Volumetric Requirement, as detailed at Appendices 1 and 2 to Annex C.

14.3 For CLH-PS requirements:

- (a) The Authority:
  - (i) shall evaluate whether it is most economically advantageous to award a Call-off Contract to one Framework Provider for the Full Volumetric Requirement, or more than one Call-off Contract to multiple Framework Providers for part of the Full Volumetric Requirement (in multiples of 5,000m<sup>3</sup> parcels) which, in combination, total the Full Volumetric Requirement, in accordance with Appendix 2 to Annex C; and

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(ii) reserves the right to award a Call-off Contract to one Framework Provider that can provide the Full Volumetric Requirement in the event that the Full Volumetric Requirement cannot be met by awarding Call-off Contracts to more than one Framework Provider.

(b) Framework Providers shall submit a Firm Premium (\$US/m<sup>3</sup>) for the volume of Fuel they are bidding for which shall remain the same regardless of whether the Authority accepts one or more 5,000m<sup>3</sup> parcels from that Framework Provider. For the avoidance of doubt, this means that a Framework Provider cannot offer one Firm Premium for (for example) 5,000m<sup>3</sup> and a different Firm Premium for 10,000m<sup>3</sup> and so forth. The exception to this is that Framework Providers can offer a reduced Firm Premium for the Full Volumetric Requirement, if the Authority were to award the Call-off Contract to that Framework Provider for the Full Volumetric Requirement.

(c) The Framework Provider, or combination of Framework Providers, which submit(s) a compliant bid(s) and can meet the Full Volumetric Requirement for the lowest cost to the Authority, as detailed at Appendix 2 to Annex C, shall be deemed the most economically advantageous tender(s) and be awarded a Call-off Contract.

14.4 The total cost that will be used as part of the price evaluation is detailed at Appendices 1 and 2 to Annex C. The Authority will calculate an estimated Platts Price, based on the average of the 'mean' figures published by Platts for the month prior to the ITC issue date, for the purpose of estimating the total value of the resultant Call-off Contract(s), and to confirm that the total value does not exceed the Authority's financial approval limit. In the event that the estimated total value of the resultant Call-off Contract(s) exceeds the Authority's financial approval limit, the Authority reserves the right to cancel the Mini-Competition. The actual Platts Price which will be paid shall be calculated in accordance with Clause 22 – Pricing.

## 15 AWARD OF A CALL-OFF CONTRACT

15.1 A Framework Provider that is successful following the Bid Evaluation will receive an offer of Call-off Contract from the Authority (a template is at Annex I). An offer of Call-off Contract and notification of the award decision to Unsuccessful Framework Providers will be provided by email no later than 14:00 (GBT) on the day that completed Bidding Sheets are received from Framework Providers.

15.2 The Framework Provider shall return its unqualified acceptance of the offer of Call-off Contract by completion of the DEFFORM 10, which shall be attached to the offer of Call-off Contract, by the date specified in the Call-off Contract. The Call-off Contract will become binding once the Framework Provider has signed and returned the DEFFORM 10 to the Commercial Officer at Box 1 of DEFFORM 111.

15.3 A Framework Provider that is awarded a Call-off Contract will be given a minimum of 30 calendar days (FOB) or a minimum 40 calendar days (DDP Cyprus) notice from the date of the offer of Call-off Contract to supply the Fuel, unless otherwise specified in the Call-off Contract.

15.4 There may be occasions where the timescales detailed in this Clause cannot be adhered to due to urgent or unforeseen requirements. In this instance, Framework Providers will be notified of alternative timescales in the ITC, or advised by the Commercial Officer detailed at box 1 of the DEFFORM111.

15.5 Notwithstanding that the Authority has followed the procedure set out in this Framework Agreement for the procurement of Fuel through the award of a Call-off Contract, the Authority

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may cancel, postpone or delay the award of the Call-off Contract at any time before award of the Call-off Contract.

### 16 CALL-OFF CONTRACT ORDERING PROCESS

16.1 Customers shall place Orders direct with the Framework Provider(s) awarded a Call-off Contract for the supply of Fuel DDP to Inverness, Road tanker to RAF Aldergrove and Road tanker to British Army Training Unit Kenya (BATUK).

16.2 Orders shall only be placed by Authorised Demanders identified at Clause 18 using the Call-off Contract Order Form detailed at Annex J. Framework Providers shall only accept Orders from the Authorised Demanders using the Call-off Contract Order Form.

16.3 Framework Providers shall complete and sign the 'Acceptance of Order' section of the Call-off Contract Order Form detailed at Annex J and return to the Customer no later than 24 hours following receipt of the Order. Upon acceptance of the Order, the Framework Provider shall proceed with performance of the Order, in accordance with the Terms and Conditions of the Framework Agreement and Call-off Contract.

16.4 Orders for DDP to Inverness shall be submitted to a Framework Provider that has been awarded a Call-off Contract no later than the 15<sup>th</sup> calendar day of the month prior to the month of delivery.

16.5 A Framework Provider will be given a minimum of 3 Business Days' notice for delivery to RAF Aldergrove and a minimum of 5 Business Days' notice for delivery to BATUK.

### 17 CONVERSION FACTORS

17.1 The conversion factors that shall apply (at 15°C) for invoice purposes are as follows:

- (a) F-35: One metric tonne (MT) = 1.252m<sup>3</sup>
- (b) F-34: One metric tonne (MT) = 1.252m<sup>3</sup>
- (c) F-67: One metric tonne (MT) = 1.355m<sup>3</sup>
- (d) F-44: One metric tonne (MT) = 1.252m<sup>3</sup>
- (e) F-76: One metric tonne (MT) = 1.186m<sup>3</sup>
- (f) F-54: One metric tonne (MT) = 1.193m<sup>3</sup>

17.2 The Supplier shall submit an invoice to the nearest 2 decimal places.

17.3 The Authority reserves the right to amend these conversion factors in line with the Energy Institute web site [www.energyinst.org.uk](http://www.energyinst.org.uk).<sup>1</sup>

### 18 AUTHORISED DEMANDERS

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<sup>1</sup> [https://www.energyinst.org/\\_uploads/documents/DSI06.pdf](https://www.energyinst.org/_uploads/documents/DSI06.pdf)

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18.1 Framework Providers shall only accept Orders under Call-off Contracts awarded for supply of Fuel to RAF Aldergrove, BATUK and Inverness placed using the Call-off Contract Order Form detailed at Annex J from the Authorised Demanders detailed below, unless otherwise notified by the Authority:

- (a) ALDERGROVE
  - i. ALG-SSU-QM-FUEL-Manager
  - ii. ALG-SSU-QM-FUEL SK2
  - iii. ALG-SSU-QM-FUEL SK3
  - iv. ALG-SSU-QM-FUEL SK 1
  
- (b) BATUK
  - i. JHC-JHF(K) J4-SNCO
  - ii. JHC-ARF-BASS-SQMS(or as otherwise specified by the above Authorised Demanders)
  
- (c) INVERNESS
  - i. [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk)
  - ii. [DESLDProgMgt-DFAP-FCMO3@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO3@mod.uk)
  - iii. [DESLDProgMgt-DFAP-FCMO4A@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO4A@mod.uk)

## 19 DELIVERY

19.1 The Supplier shall ensure that all deliveries are made in accordance with the terms of this Framework Agreement and any Call-off Contract. Unless otherwise specified, the delivery date for requirements will be detailed in the Call-Off Contract or Call-off Contract Order Form.

## 20 MAXIMUM PERMITTED LAYTIME AND DEMURRAGE – FOB

20.1 For FOB deliveries, Maximum Permitted Laytime shall commence:

- (a) six hours after the Notice of Readiness (NOR) is accepted by the Supplier or its nominated refinery (whichever is applicable); or
- (b) when the Authority's Vessel is All Fast Alongside, whichever is the earlier.

20.2 The Maximum Permitted Laytime for FOB deliveries is based on the total volume of Fuel procured by the Authority under the relevant Call-off Contract as specified in Table 1 below:

Table 1 – Maximum Permitted Laytime

| Volume Supplied (m3) | Maximum Permitted Laytime (Hours) |
|----------------------|-----------------------------------|
| 0 - 5,000            | 10.25                             |
| 5,000 - 10,000       | 16.5                              |
| 10,000 - 15,000      | 22.75                             |
| 15,000 - 20,000      | 29                                |
| 20,000 - 25,000      | 35.25                             |
| 25,000 - 30,000      | 41.5                              |
| 30,000 – 35,000      | 47.75                             |

20.3 Subject to clause 20.4, the following activities shall be completed within the Maximum Permitted Laytime:

- (a) provision of all cargo documents, including appropriate customs clearances and the Bill of Lading, by the Supplier, for each Fuel Type supplied;

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- (b) testing and inspection required by the Supplier following completion of loading on to the Authority's Vessel;
- (c) connection and disconnection of hoses; and
- (d) passage between berths at the Supplier's request to complete the loading operation.

20.4 The time spent as follows shall not count towards Maximum Permitted Laytime:

- (a) testing and inspection by the Independent Inspector or the Authority of the Fuel to be loaded including drawing retained samples;
- (b) inspection of the Vessel's tanks, lines, pumps and associated equipment prior to loading, as required by the Independent Inspector;
- (c) subsequent required cleaning of the Vessel's tanks, lines, pumps and associated equipment, as determined by the Independent Inspector;
- (d) testing of First Foot samples on the Authority's Vessel;
- (e) time lost as a result of breakdown of equipment on board the Vessel;
- (f) time lost as a consequence of any other cause directly attributable to the Vessel, the Authority or the Port Authority; and
- (g) time lost as a consequence of loading or discharging of ballast, bunkers, oil residues and slops; and delays to the loading of the Vessel caused by adverse weather conditions.

20.5 In the event that Maximum Permitted Laytime exceeds that specified in Clause 20.2 above and the delay is attributable to the Supplier, the Supplier shall pay Demurrage to the Authority on the basis of actual costs which include, but are not limited to, Vessel costs, port agency and bunker costs as incurred by the Authority as a direct result of the delay of the Vessel at the port of loading. The Authority will evidence any actual costs, with supporting documentation as is reasonable in the circumstances.

20.6 Any claim raised for Demurrage by the Authority shall be submitted to the Supplier within 3 months of the Bill of Lading Date. Demurrage claims must be paid within 30 calendar days of receipt of the Authority's invoice.

## 21 MAXIMUM PERMITTED LAYTIME AND DEMURRAGE – DDP

21.1 For DDP deliveries, Maximum Permitted Laytime shall commence:

- (a) six hours after the Notice of Readiness (NOR) is accepted by the Authority; or
- (b) when the Supplier's Vessel is All Fast Alongside, whichever is the earlier.

21.2 The Authority will not accept the NOR:

- (a) prior to receipt and acceptance of the CoQ in writing by the Authority; or
- (b) in the event that the local restrictions on the StOR have not been complied with.

21.3 If the Supplier's Vessel arrives at the delivery point specified by the Authority in the Call-off Contract before the first day of the Laycan, the Maximum Permitted Laytime shall start on the first

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day of the Laycan six hours after the NOR is submitted and agreed, or when the Vessel is All Fast Alongside, whichever is the earlier. However, if the Supplier's Vessel arrives after the last day of the Laycan, the Maximum Permitted Laytime shall commence six hours after NOR is submitted and agreed, or when the Vessel is All Fast Alongside, whichever is the earlier.

21.4 Laytime shall cease upon disconnection of shore hoses following completion of discharge. If the Maximum Permitted Laytime is exceeded then the Supplier shall be responsible for Demurrage charges unless such a delay is caused by the Authority.

21.5 The Supplier shall confirm its Maximum Permitted Laytime and the applicable Demurrage rate (US Dollars per day) in its ITC response. This shall be the Demurrage charge payable to the Supplier (charged pro-rata to the nearest 15 minutes) in the event that the Authority accepts liability for Demurrage charges. If the Supplier incurs additional direct costs as a result of the delay, the Supplier 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. The Supplier may be asked to provide supporting evidence to show that the Demurrage charge and Maximum Permitted Laytime are fair and reasonable.

21.6 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 date.

## 22 PRICING

22.1 Call-off Contracts shall be priced on the basis of Firm Premium (not subject to variation for the duration of the Call-off Contract) and the Platts Price of Fuel, calculated using Platts Marketscan.

22.2 The Firm Premium shall be calculated in \$US per m<sup>3</sup> and multiplied by the volume of Fuel delivered (in accordance with Clause 23 – Submission of Invoices).

22.3 The sum of the Firm Premium for the volume of Fuel delivered and the Platts Price, plus VAT where applicable, minus the Early Payment Discount in accordance with Clause 24 where applicable, shall constitute the total price to be paid to the Supplier.

22.4 The following pricing mechanisms shall be used for calculation of the Platts Price:

(a) **Marine Fuel.** Each Business Day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The relevant Platts Index will be detailed in the ITC and the Call-off Contract. The Platts Price shall be calculated by taking the average of the published 'mean' figures for this Platts Index for the 5 days centred around the Bill of Lading (B/L) date (2 days before B/L date, B/L date, 2 days after B/L date). In the event that the B/L date is a Saturday; the 5 days shall be Wed, Thurs, Fri, Mon, Tue. If the B/L date is a Sunday; the 5 days shall be Thurs, Fri, Mon, Tue, Wed. In the event that the B/L date is a Bank Holiday; the 5 days shall be the published 2 days prior to loading and the published 3 days after loading.

(b) **Aviation Fuel (with the exception of BATUK).** Each Business Day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The relevant Platts Index will be detailed in the ITC and the Call-off Contract. The Platts Price shall be calculated by taking the average of the published 'mean' figures for this Platts Index for the month prior to delivery (M-1 – see Definitions).

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(c) **F-35 and F-54 to BATUK.** Each Business Day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The relevant Platts Index will be detailed in the ITC and the Call-off Contract. The Platts Price shall be calculated by taking the average of the published 'high' figures for this Platts Index for the month prior to delivery (M-1 – see Definitions). The Firm Premium shall be inclusive of all costs, including but not limited to Kenya Pipeline Fee, Land Levy KAA Fee and Kenya Pipeline Fee VAT.

(d) **Ground Fuels (with the exception of BATUK).** Each Business Day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The relevant Platts Index will be detailed in the ITC and the Call-off Contract. The Platts Price shall be calculated by taking the average of the published 'mean' figures for this Platts Index for the month prior to delivery (M-1 – see Definitions).

### 23 SUBMISSION OF INVOICES

23.1 The Authority shall use P2P 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, therefore Framework Providers 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 where applicable 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.

23.2 Where Clause 24 - Early Payment Discount applies, this 30 day period shall commence on the date that the Authority confirms in writing that the invoice has been submitted in accordance with this Clause 23 ("**Accurate Invoice**") and that a purchase order has been raised on P2P. This confirmation shall be provided to the Framework Provider by the Authority:

- (a) on the same day that an Accurate Invoice is received, providing the Accurate Invoice is received before 12:00 (GBT) on a Business Day; or
- (b) the next Business Day following receipt of an Accurate Invoice if the Accurate Invoice is received on or after 12:00 on the day of receipt, or if the day of receipt is not a Business Day.

23.3 The value shown on the invoice shall be in US Dollars to the nearest 2 decimal places.

23.4 Invoices for the supply of bulk F-35, F-44, F-54, F-67 and F-76 shall be sent by e-mail to [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk) for calculation of the Early Payment Discount in accordance with Clause 24. When the discount has been calculated and agreed with the Supplier the Authority will raise a purchase order on the P2P system for the volume of Fuel supplied with the revised invoice value taking account of the Early Payment Discount. The Supplier will then be required to submit an invoice via P2P detailing the agreed value and volume for payment.

23.5 **Inverness.** Invoices for supply of F-35 to Inverness by DDP are not subject to an Early Payment Discount and shall be annotated "NOT FOR PAYMENT" and sent by e-mail to [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk). The Authority will raise a purchase order on P2P, matching the invoice value and volume, the Supplier will then be required to submit an invoice via P2P detailing the agreed value and volume for payment.

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23.6 **Aldergrove.** Invoices for the supply of F-34 by road to Aldergrove are not subject to an Early Payment Discount and shall be annotated "NOT FOR PAYMENT" and sent by e-mail to [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk). The Authority will raise a purchase order on P2P, matching the invoice value and volume. The Supplier will then be required to submit an invoice via P2P detailing the agreed value and volume for payment.

23.7 **BATUK.** Invoices for the supply of F-35 and F-54 by road to BATUK, are not subject to an Early Payment Discount and shall be annotated "NOT FOR PAYMENT" and shall be sent by e-mail to [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk). The Authority will raise a purchase order on P2P, matching the invoice value and volume. The Supplier will then be required to submit an invoice via P2P detailing the agreed value and volume for payment.

23.8 The invoice submitted to the designated point of contact, prior to input into the P2P system must clearly specify:

- (a) Call-off Contract number;
- (b) delivery date;
- (c) delivery location;
- (d) Fuel Type;
- (e) volume (m<sup>3</sup>) delivered and receipted;
- (f) unit price in US \$ dollars; and
- (g) total price.

23.9 Where VAT is applicable this must be identified as a separate line item on the "NOT FOR PAYMENT" invoice.

23.10 All invoices must be accompanied by the required supporting documentation to confirm volume invoiced. Supporting documentation shall include:

- (a) **DDP and FOB:** Bill of Lading certified by the Authority. The Bill of Lading Date shall be the date that the delivery Vessel has completed loading.
- (b) **CLH-PS:** Gov 1/refinery meter ticket.
- (c) **Road:** Meter ticket.

23.11 The Authority will investigate any tolerance greater than +/- 0.2% between volume receipted and volume invoiced. The volume invoiced shall match the volume agreed on the Bill of Lading.

23.12 The volume of Fuel paid for shall be as per the volume of Fuel agreed between the parties on the Bill of Lading.

23.13 The date of the invoice shall be the Bill of Lading Date for FOB deliveries and the date of delivery for all other deliveries.

## 24 EARLY PAYMENT DISCOUNT

24.1 Invoices for all requirements, with the exception of BATUK, Aldergrove and Inverness, are subject to an Early Payment Discount. Payments will be made by the Authority within 30 calendar days of receipt of an Accurate Invoice. Invoices will be subject to an Early Payment Discount if paid prior to the 30 day point; this will be calculated using the latest published annualised US\$ Libor rate, plus 1 percent, as published in the Financial Times, or an alternative source as identified by the Authority. The Libor rate to be used is published under the heading 1 month US\$ Libor interest rate.

24.2 The Authority will confirm receipt, in writing, of an Accurate Invoice and raise a purchase order for the appropriate value including the Early Payment Discount. This will be the Framework Provider's authority to claim payment via the Purchase to Payment (P2P) system.

(a) An example of the Early Payment Discount calculator is as follows:

Invoice Value: \$9,000,000  
Number of days early: 12  
US\$ Libor: 0.20220 plus 1% = 1.20220%  
Discount:  $(9,000,000 \times 1.20220\%) \times (12/365) = \$108,198 \times 0.0328767 = \$3,557.19$

## 25 PAYMENT

25.1 During the period of the Framework Agreement the Authority will use P2P, electronic purchasing to make payment.

25.2 The Authority and the Framework Provider shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30 reference; MOD/'Framework Provider Name'/Corp. Defform 30 Edn 04/15.

25.3 Payment shall be made via P2P in accordance with the procedure detailed at Clause 23 Submission of Invoices, DEFCON 522J and DEFFORM 30.

25.4 Payment shall be made in US \$ Dollars to 2 decimal places.

## 26 SAMPLING AND TESTING

26.1 All procedures for sampling and testing of Fuel are detailed in the StOR at Annex B and associated Appendices. The Authority reserves the right to conduct any additional sampling and testing it requires, at any point prior to final acceptance (as detailed in the StOR at Annex B), to establish conformity with the specification. 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 Supplier 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 Clause 27 - Rejection.

26.2 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 to establish conformance with the specification.

26.3 Nothing in this Clause shall prejudice any other right or remedy available to the Authority, whether express or implied.

## 27 REJECTION

27.1 The Authority reserves the right to reject any Fuel which fails to fully comply with the relevant Fuel specification.

27.2 In addition and without prejudice to DEFCON 524 and Clause 26 the Framework Provider shall be liable to pay for any additional costs associated with the removal of the rejected Fuel, including, but not limited to, those costs associated with storage, handling, any resultant cleaning of the tank and testing. In such circumstances the Authority shall notify the Framework Provider of these costs.

## 28 SUPPLIER FAILURES

28.1 The following shall be Supplier Failures:

- (a) a failure by the Supplier to deliver the Fuel by the delivery date (or within the Laycan) specified in the Call-off Contract, save where such delay is caused by the Authority;
- (b) the provision by the Supplier of Fuel under a Call-off Contract that is not in accordance with the relevant Fuel specification in Annex B of this Framework Agreement;
- (c) a breach by the Supplier of any of its obligations under this Framework Agreement or any Call-off Contract, which materially and adversely affects its ability to carry out its contractual obligations;
- (d) a material breach by the Supplier of any of its obligations under this Framework Agreement or any Call-off Contract;
- (e) a persistent or re-occurring breach by the Supplier of any of its obligations under this Framework Agreement or any Call-off Contract;
- (f) the abandonment or repudiation of a Call-off Contract by the Supplier;
- (g) if any of the warranties given by the Supplier in the Framework Agreement shall prove to be materially untrue or incorrect;
- (h) a failure by the Supplier to make payment of any amount of money (which is not in dispute under DEFCON 530 (Dispute Resolution)) that is due and payable by the Supplier under this Framework Agreement within ninety (90) days of notice of demand;
- (i) a material breach by the Supplier of its obligation to take out and maintain required insurances in accordance with Annex D of this Framework Agreement (Required Insurances);
- (j) the Supplier or any Sub-Contractor (or anyone employed by or acting on behalf of any of them) or any of its or their agents or shareholders commits any prohibited act and the Authority serves a notice of termination in accordance with DEFCON 520 (Corrupt Gifts and Payments of Commission) unless, in the case of a prohibited act falling within the provisions of DEFCON 520, the required remedial action has been taken within the specified period;
- (k) there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Supplier or its Parent Company provided that the Authority shall only be permitted to exercise its rights pursuant to this Clause 28.1(k) for six (6) months after each such change of control and shall not be permitted to exercise such rights where the

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Authority has agreed in advance in writing to the particular change of control and such change of control takes place as proposed;

- (l) the occurrence of any of the following:
  - i. a court makes an order that the Supplier or any Sub-contractor be wound up;
  - ii. a trustee, trustee in bankruptcy, liquidator, provisional liquidator, supervisor, receiver, administrator, administrative receiver or encumbrance or person with similar powers takes possession of or is appointed over (other than for the purposes of a bona fide internal solvent reorganisation or amalgamation previously consented to by the Authority), or any distress, execution or other process is levied or enforced (and is not discharged within seven (7) days) upon the whole or any part of the assets of the Supplier or any Sub-contractor;
  - iii. a meeting of creditors or any class of shareholders of the Supplier or any Sub-contractor is convened or held for the purposes of considering a resolution for the winding-up, bankruptcy or dissolution of the Supplier or any Sub-Contractor (other than for the purposes of a solvent reconstruction or amalgamation previously consented to by the Authority);
  - iv. a meeting is convened for the purpose of considering a resolution or any steps are taken by the Supplier or any Sub-Contractor (or their respective directors) or any application is made or notice served or filed, for the making of an administration order in respect of it or the appointment of an administrator to it or a petition for an administration order is presented in respect of the Supplier or any Sub-Contractor;
  - v. a petition is presented or other steps are taken for the purpose of the winding up of the Supplier or any Sub-Contractor (other than for the purposes of a bona fide internal reorganisation or amalgamation consented to by the Authority) and such petition is not, or such other steps are not, discharged or withdrawn within fourteen (14) days;
  - vi. any meeting of creditors or shareholders of the Supplier or any Sub-Contractor is convened or held for the purposes of considering or proposing any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986 or scheme of arrangement under the Companies Act 1986) or any arrangement or composition is proposed or entered into by or in relation to the Supplier or any Sub-Contractor;
  - vii. the Supplier or any Sub-Contractor ceases or threatens to cease to carry on business, or admits in writing its inability to pay or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (without in respect of Section 123(i)(e) of the Insolvency Act 1986 the need to prove any fact or matter to the satisfaction of the court) or suspends or threatens to suspend payment with respect to all or any class of its debts or becomes insolvent or bankrupt; or

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viii. the Supplier or any Sub-Contractor shall suffer any event analogous to any of the foregoing in any jurisdiction in which it is incorporated or resident or the Supplier or any Sub-Contractor shall take steps in any jurisdiction for protection from its creditors or for any moratorium or stay of any creditor action, including without prejudice to the generality of the above, any filing under Chapter 11 of the US Bankruptcy Code, but in the case of any of the foregoing affecting a Sub-Contractor, only if the occurrence shall have a material effect on the ability of the Supplier to perform its obligations under this Framework Agreement.

28.2 The Supplier undertakes that it shall notify the Authority of the occurrence and details of any Supplier Failure and of any event or circumstance which would, with the passage of time or otherwise, constitute or give rise to any Supplier Failure, in either case promptly upon the Supplier becoming aware of the occurrence thereof.

28.3 Upon the occurrence of a Supplier Failure and on giving written notice to the Supplier having immediate effect or otherwise on the date specified in that notice, the Authority may at its option and without prejudice to any of its other rights or remedies and to any rights of action which shall accrue or shall have already accrued to the Authority do any or all of the following:

- (a) suspend payment of any payments due under this Framework Agreement or any Call-off Contract or retain any amount due from the Authority to the Supplier for a continuous period of not more than ninety (90) days (unless the Authority has also served notice of any termination on the Supplier in which case this ninety (90) days limitation shall not apply) in respect of that Supplier Failure;
- (b) in the case of any Supplier Failure referred to in Clause 28.1 (b), (f), (j) and (l) and any other Supplier Failure which the Authority considers is incapable of remedy, terminate the Framework Agreement and/or any Call-off Contract in its entirety by notice in writing having effect immediately or as specified in the notice and the provisions of Clause 30 shall apply; or
- (c) in the case of the Supplier Failure referred to in Clause 28.1 (a):
  - i. serve notice on the Supplier requiring that the Supplier supply the Fuel to the Authority within such extended period of time as the Authority considers appropriate; or
  - ii. terminate the Framework Agreement and/or any Call-off Contract in its entirety by notice in writing having effect immediately or as specified in the notice and the provisions of Clause 30 shall apply, and
  - iii. if the Supplier fails to provide the Fuel to the Authority by the date specified in the notice referred to in clause 28.3.c.i the Authority shall be entitled to terminate the Framework Agreement and/or any Call-off Contract in its entirety by notice in writing having effect immediately or as specified in the notice and the provisions of clause 30 shall apply.
- (d) in the case of any Supplier Failure other than those referred to in Clause 28.3 (b), serve notice of failure on the Supplier requiring the Supplier at the Supplier's option either:
  - i. to remedy the breach or breaches referred to in such notice of failure within twenty-eight (28) days of such notice (or such longer period as may be agreed by the Authority in its absolute discretion); or
  - ii. to put forward within ten (10) Business Days of such notice a reasonable programme for the remedying of the breach or breaches, such programme to specify in reasonable detail the manner in which such breach or breaches is or are proposed to

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be remedied and the latest date by which it is proposed that such breach or all such breaches shall be remedied (the "Rectification Plan") and the provisions of Clause 28.4 shall apply.

28.4 Where the Supplier puts forward a Rectification Plan in accordance with Clause 28.3.d.ii above the Authority shall have ten (10) Business Days within which to notify the Supplier whether the consent of the Authority's Investment Approvals Committee (or any other internal approvals board) is required in order to approve or reject the Rectification Plan.

28.5 The Authority shall have twenty-five (25) Business Days following receipt by the Supplier of the notification referred to in Clause 28.4 within which to notify the Supplier that it does not accept the Rectification Plan as being reasonable, failing which the Authority shall be deemed to have accepted such Rectification Plan. Where the Authority notifies the Supplier that it does not accept the Rectification Plan as being reasonable, the Parties shall endeavour within the following seven (7) days to agree any necessary amendments to the Rectification Plan put forward. In the absence of agreement within such seven (7) day period, the question of whether or not the Rectification Plan (as the same may have been amended by agreement) is reasonable may be referred by either Party to the Dispute Resolution Procedure. If:

- (a) the breach or breaches notified in a notice of failure served under Clause 28.3.c is or are not remedied:
  - i. before the expiry of the period referred to in Clause 28.3.d.i (if applicable); or
  - ii. where the Supplier puts forward a Rectification Plan pursuant to Clause 28.3.d.ii which has been accepted by the Authority or determined by the Dispute Resolution Procedure as being reasonable, in accordance with such programme; or
- (b) a Rectification Plan is put forward by the Supplier pursuant to Clause 28.3.d.ii is rejected by the Authority as not being reasonable, and the Dispute Resolution Procedure does not find against that rejection,

The Authority may terminate this Framework Agreement and/or any Call-off Contract in its entirety by notice in writing having effect immediately (or as specified in the notice) and the provisions of Clause 30 shall apply.

28.6 The rights of the Authority under this Clause 28 are in addition and without prejudice to any other right the Authority may have:

- (a) to terminate this Framework Agreement and/or any Call-off Contract in accordance with the provisions of the relevant DEFCONs and Clause 30 of the Framework Agreement; or
- (b) to claim the amount of any loss suffered by the Authority on account of the acts or omissions of the Supplier.

## 29 SUSPENSION OF SUPPLIERS PERFORMANCE

29.1 Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 28 above, if a right to terminate this Framework Agreement arises in accordance with Clause 28, the Authority may suspend the Supplier's right to receive Orders for Fuel under this Framework Agreement from Customers by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this Clause 29, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

**30 CONSEQUENCES OF TERMINATION**

30.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 30.

30.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Call-off Contract made under the Framework Agreement. For the avoidance of doubt, all Call-off Contracts with the Supplier shall remain in force unless and until they are terminated or expire in accordance with their own terms.

30.3 If this Framework Agreement or any Call-off Contract is terminated pursuant to one of the DEFCONs, the Parties acknowledge that compensation, where relevant, will be payable in accordance with the relevant DEFCON.

30.4 If this Framework Agreement and/or any Call-off Contract is terminated in accordance with Clause 28 of this Framework Agreement the Supplier shall be entitled to be paid (subject to any other provisions of this Framework Agreement affecting the level of such payment) for any Fuel that it has, as at the Termination Date, already provided in accordance with this Framework Agreement, and in relation to which it has not already received payment.

30.5 The Supplier agrees that any payment of compensation pursuant to this Clause 30 shall be in full and final satisfaction of any claim which can be made against the Authority by the Supplier in relation to Termination of this Framework Agreement and/or any Call-off Contract, and shall be the sole remedy of the Supplier against the Authority in respect of Termination of this Framework Agreement and/or any Call-off Contract.

30.6 Within 30 Business Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

30.7 Termination in accordance with this Framework Agreement and/or any Call-off Contract shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party (including in respect of any damages suffered or incurred thereafter) and shall not affect the operation of any provision of the Framework Agreement and/or any Call-off Contract which, by its nature, is intended to survive the Termination Date.

30.8 Save as expressly provided in this Framework Agreement and/or any Call-off Contract, termination of this Framework Agreement shall be without prejudice to any accrued right and obligations under this Framework Agreement or any Call-off Contract as at the Termination Date.

30.9 The provisions of the Clauses and DEFCONs detailed below shall survive termination or expiry of the Framework Agreement or any Call-off Contract, together with any other provision which is either expressed to or by implication is intended to survive termination:

- (a) Clause 30 Consequences of Termination;

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- (b) Clause 32 Indemnity;
- (c) Clause 37 Confidentiality;
- (d) Clause 38 Freedom of Information;
- (e) Clause 39 Publicity;
- (f) DEFCON 531 Disclosure of Information;
- (g) DEFCON 532A Protection of Personal Data; and
- (h) DEFCON 609 Contractor's Records.

### 31 INSURANCE

31.1 Without prejudice to its liability to indemnify, or otherwise be liable to, the Authority under this Framework Agreement, the Supplier shall take out and maintain, or procure the taking out and maintenance of, the Insurances as set out under this Clause and Annex D – Required Insurances and any other insurances as may be required by relevant law or statute, together the Insurances.

31.2 The Supplier shall ensure that each of these Insurances is effective in each case not later than the date on which the relevant risk commences.

31.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

31.4 The Supplier shall ensure in respect of the public and products liability insurance that the policy of insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the Supplier is legally liable in the provision of the services under this Framework Agreement.

31.5 Without limiting the other provisions of this Framework Agreement, the Supplier shall:

- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the services as it would be reasonable to expect of a prudent Supplier acting in accordance with good industry practice, including but not limited to the investigation and reporting of relevant claims to insurers; and
- (b) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a part and for which it is responsible under this Framework Agreement.

31.6 Neither Party to the Framework Agreement shall take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

31.7 The Authority may elect (but shall not be obliged), where notice has been provided to the Supplier, to purchase any insurance which the Supplier is required to maintain pursuant to this Framework Agreement but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

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31.8 In respect of any relevant insured risk the Supplier shall, from the Framework Agreement Commencement Date and within fifteen (15) calendar days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and meet the requirements of this Clause and Annex D – Required Insurances. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of its liabilities and obligations under this Framework Agreement.

31.9 The Supplier shall notify the Authority at least five (5) calendar days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

31.10 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) calendar days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to the provision of the Fuel or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) details of the incident giving rise to the claim.

31.11 Where any Insurance requires payment of a premium, the Supplier shall be liable for such premium.

31.12 Where any Insurance referred to in this Clause and Annex D – Required Insurances is subject to an excess, or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

## 32 INDEMNITY

32.1 The Supplier 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 Supplier in discharging his obligations under the Framework Agreement or Call-off Contract.

## 33 OPPORTUNITY PURCHASES

33.1 If a Framework Provider within the Framework Agreement wishes to offer the Authority a purchase opportunity they must submit a firm priced offer to the Commercial Officer detailed at Box 1 of the DEFFORM 111 – Addresses and Other Information at the Appendix to the Framework Agreement, or his representative, who will consult with Authority staff to determine whether sufficient capacity exists to accept the Fuel. If a requirement exists then a Mini-Competition will be conducted between all Framework Providers on the Framework who are approved to supply that Fuel Type.

## 34 AD-HOC REQUIREMENTS

34.1 The estimated annual Fuel volumes and timescales for notification of a requirement to the Supplier are detailed in the StOR at Annex B. These are in support of current routine requirements within the UK and enduring commitments overseas. The Authority is also committed to providing support to Ad-Hoc Requirements which arise due to unplanned operations and planned exercises which may require supply of additional Fuel Types not currently included in the StOR, which may be required in shorter timescales than those specified. In addition there may also be an Ad-Hoc Requirement to supply Fuel to locations not currently served by the Authority. The Authority reserves the right to fulfil Ad-Hoc requirements under this Framework Agreement or by single source within reduced timescales as appropriate to the requirement.

**35 INCOTERMS – FOB AND DDP**

35.1 In addition and without prejudice to DEFCONS 507, 528, 621B, 612 and any other obligations under this Framework Agreement and any Call-off Contract, the delivery obligations for ocean tanker deliveries shall be in accordance with the latest version of the Incoterms as follows:

- (a) Deliveries using the Supplier's Vessel shall be in accordance with the DDP Incoterm, with the exception that risk of volumetric losses, within the acceptable tolerance levels detailed at Clause 23.11, between the Bill of Lading and receipt into the Authority's tanks shall be borne by the Authority; and
- (b) Deliveries using the Authority's Vessel shall be in accordance with the FOB Incoterm.

35.2 Where the Incoterms refer to buyers this shall mean the Customer.

35.3 Where the Incoterms refer to sellers this shall mean the Framework Provider.

**36 CHANGE IN LAW**

36.1 The Supplier shall neither be relieved of its obligations to supply the Fuel in accordance with this Framework Agreement and the Call-off Contracts, nor be entitled to financial recompense, including by an adjustment to the prices as the result of a Change in Law.

**37 CONFIDENTIALITY**

37.1 Subject to Clause 37.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

37.2 Clause 37.1 shall not apply to any disclosure of information:

- (a) required by any applicable law;
- (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
- (c) that is reasonably required by Other Contracting Bodies;
- (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 37.1;
- (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under DEFCON 530 (Dispute Resolution);
- (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and

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(i) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclose.

### 38 FREEDOM OF INFORMATION

38.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Business Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

38.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

### 39 PUBLICITY

39.1 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.

39.2 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 the Auditor or otherwise.

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

### 40 HEALTH & SAFETY

40.1 The Supplier shall perform its obligations under this Framework Agreement (including those performed pursuant to any Call-off Contract) in accordance with:

- (a) all applicable Law regarding health and safety;
- (b) the Supplier's own health and safety policies; and

## **OFFICIAL-SENSITIVE COMMERCIAL**

(c) any reasonable health and safety directions issued from time to time by the Authority to the Supplier.

40.2 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 (including under any Call-off Contract). The Supplier 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.

### **41 ENVIRONMENTAL**

41.1 The Supplier 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.

### **42 DIPLOMATIC AND NATIONAL SECURITY POLICY**

42.1 The Authority reserves the right to reject any proposal for the supply of Fuel if its purchase would be inconsistent with the Government's diplomatic and national security policy. Prior to responding to any ITC under the Framework Agreement, Framework Providers are requested to consult the Commercial Officer detailed at Box 1 of the DEFFORM 111 if they intend to supply fuel from a source or by a method which they consider might be at variance with current Government policy.

### **43 CROWN COMMERCIAL SERVICE**

43.1 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.

43.2 The Framework Provider will be notified of the date that CCS will commence management of the Framework Agreement. The Supplier 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.

### **44 OTHER GOVERNMENT DEPARTMENT REQUIREMENTS**

44.1 There may be additional requirements by Other Government Departments (OGDs) that wish to utilise this Framework Agreement. In this event, any OGD specific terms and conditions will be defined in the ITC.

### **45 INTERNATIONAL SHIP AND PORT FACILITY SECURITY CODE (ISPS)**

45.1 All Supplier Vessels must comply with International Ship and Port Facility Security (ISPS), International Safety Guide for Oil Tankers and Terminals (ISGOTT) and the Safety of Life at Sea Regulations (SOLAS). Loss, damages, expense or delay caused by failure on the part of the Supplier's Vessel to comply with the requirements of ISPS, ISGOTT and SOLAS, and any new or amended Regulations, shall be for the Supplier's account and shall count as Demurrage, if appropriate.

**46 RELATIONSHIP MANAGEMENT**

46.1 The Supplier shall provide a nominated point of contact(s) to provide full 24 hour coverage for any Authority requirements or issues. The appropriate point of contact must provide an initial response within 1 hour of any contact by the Authority, and this must be available 24 hours a day, 365 days a year.

Annex A to  
DFFS/5072  
Dated 15  
November 2016

**ANNEX A – DEFFORM 110AL (EDN 10/04) SCHEDULE OF REQUIREMENTS**

|                                       |   |                                     |
|---------------------------------------|---|-------------------------------------|
| <b>Name and Address of Contractor</b> | <b>MINISTRY OF DEFENCE</b><br><br><b>BULK FUELS FRAMEWORK AGREEMENT</b> | <b>Contract Number</b><br>DFFS/5072 |
|---------------------------------------|---|-------------------------------------|

**SCHEDULE OF REQUIREMENTS**

| <b>Line Item</b> | <b>Description</b>   | <b>Firm Price (ex VAT)</b> |
|------------------|--|----------------------------|
| 1                | F-34 (AVTUR-FSII) – Turbine Fuel Aviation: Kerosene type with Fuel System Icing Inhibitor.   | N/A                        |
| 2                | F-35 (AVTUR) – Turbine Fuel Aviation: Kerosene type.   | N/A                        |
| 3                | F-44 (AVCAT-FSII) – Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor. | N/A                        |
| 4                | F-54 (DIESO MT) Diesel Fuel General Purpose MT   | N/A                        |
| 5                | F-67 (ULGAS) – Gasoline, Automotive: Unleaded  | N/A                        |
| 6                | F-76 (FUEL NAVAL DISTILLATE) – Fuel Naval Distillate   | N/A                        |

**ANNEX B – STATEMENT OF REQUIREMENT (StOR)**

**Introduction**

1. The Authority has a requirement for the acquisition of bulk Aviation and Marine Fuel worldwide and small quantities of ground Fuel overseas.
2. The UK Armed Forces require a range of Fuel Types to be supplied under the BFFA; the Fuel Types, required specifications and standards are detailed below, however, the Authority reserves the right to add additional Aviation, Marine or Ground Fuel Types which may be required in the future:

**Table 1 – Fuel Specifications & Standards**

| <b>Fuel Type</b>  | <b>Description</b>  | <b>Specification</b>  |
|-------------------|---|---|
| F-34 (AVTUR-FSII) | Turbine Fuel Aviation: Kerosene type with Fuel System Icing Inhibitor.  | Def Stan 91-87 Latest Issue<br>With the exception of Annexes C and G and Table 1 serial 10.1. With respect to Annex C the Authority must receive Fuel that is certified synthetics free. With respect to Annex G and table 1 serial 10.1, the Authority must receive Fuel into storage with a conductivity which is between 100-600 pS/m.   |
| F-35 (AVTUR)      | Turbine Fuel Aviation: Kerosene type.                                   | Def Stan 91-91 Latest Issue<br>With the exception of Annexes D and H and Table 1 serial 10.1. With respect to Annex D, the Authority must receive Fuel that is certified synthetics free. With respect to Annex H and Table 1 serial 10.1, the Authority requires that Fuel supplied (with the exception of Fuel supplied into the CLH-PS) has conductivity between 300-600 pS/m to mitigate conductivity reduction during transportation between refinery and Authority storage. |
| F-44 (AVCAT-FSII) | Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor | Def Stan 91-86 Latest Issue.<br>The Authority must receive F-44 that is certified free from synthetic or bio fuel components.   |

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|--|--------------------------------|----------------------------|
| F-54 (DIESO MT)  | Diesel Fuel General Purpose MT | BS EN 590 Latest Issue     |
| F-67 (ULGAS)   | Gasoline, Automotive: Unleaded | BS EN 228 Latest Issue     |
| F-76 (FUEL NAVAL DISTILLATE)   | Naval Distillate               | Def Stan 91-4 Latest Issue |
| Fuel supplied to the Authority shall also meet the requirements of Defence Standard 91-66; Segregation, Handling and Quality Assurance of Petroleum Fuels, Lubricants and Associated Products. |                                |                            |

Details of the Defence Standards, NATO STANAGs and British Standards can be found at [www.dstan.mod.uk](http://www.dstan.mod.uk) and [www.standardsuk.com](http://www.standardsuk.com) respectively.

### Delivery Methods

3. Various delivery methods are required under the BFFA, as detailed below:
  - a. Pipeline; via the CLH Pipeline System (CLH-PS).
  - b. Ocean Tanker; this will either be by Supplier's owned/chartered Vessel (Delivered Duty Paid (DDP)) or delivery into the Authority's Vessel (Free on Board (FOB)).
  - c. Road Tanker.
4. Detailed requirements for each Fuel Type can be found at Appendix 1 (Aviation Fuels), Appendix 2 (Marine Fuels) and Appendix 3 (Ground Fuels).

### Ad-hoc Requirements

5. The requirements set out in Appendices 1 to 3 of this Statement of Requirement (StOR) are to support enduring routine requirements for the Authority. The Authority reserves the right to request new or additional Aviation, Marine or Ground Fuel to locations not currently served under this Framework Agreement in support of operations. Due to the nature of these requirements, the Authority may require shorter delivery timescales than the routine orders detailed in this StOR.

**APPENDIX 1 TO ANNEX B – AVIATION FUEL REQUIREMENTS AND PROCEDURES**

1. The table below details the delivery requirement for each Aviation Fuel Type. This does not include Marine Aviation Fuel (F-44), details of which can be found at Appendix 2.

| <b>Fuel Type</b>  | <b>Delivery Method</b>          | <b>Typical Parcel Size (m<sup>3</sup>)</b> | <b>Estimated Annual Volume (m<sup>3</sup>)</b> |
|-------------------|---------------------------------|--|--|
| F-35 (AVTUR)      | CLH-PS                          | 5,000                                      | 350,000  |
| F-35 (AVTUR)      | Ocean tanker (Free on Board)    | 5,000 – 35,000                             | 108,000  |
| F-35 (AVTUR)      | Ocean tanker (DDP to Inverness) | 3,000-3,700                                | 40,000   |
| F-35 (AVTUR)      | Ocean tanker (DDP to Akrotiri)  | 6,000-12,000                               | only required if FOB not available             |
| F-34 (AVTUR-FSII) | Road Tanker (Aldergrove)        | 38   | 800  |
| F-35 (AVTUR)      | Road Tanker (BATUK)             | 15   | 450  |

**DELIVERY SPECIFIC INFORMATION**

2. **CLH-PS.** The Authority requires the ingress of F-35 into the CLH-PS for supply to military bases. Framework Providers should be aware that an enduring contract has been agreed between the Secretary of State for Defence and CLH (the ‘Military Contract’), which will ensure the continued transportation of Aviation Fuel via the CLH-PS to UK military bases.

3. Under the terms of the Military Contract, the Authority will pay for the ability to ingress bulk Fuel at Killingholme and transport it to the pipeline-supplied RAF bases, with the parts of the system required to do this being defined as ‘Military Assets’.

4. The Authority reserves the right to nominate delivery of F-35 into CLH-PS via In-tank, Into tank or Inter-tank at Killingholme, Aldermaston or Theford, as detailed on the ITC. There may be occasions where delivery into Killingholme only is required; this will be detailed in the ITC. Any costs associated to deliver the Fuel to these locations shall be borne by the Supplier. Costs associated with onward transportation of the Fuel from these locations shall be borne by the Authority. Deliveries to Killingholme under this Framework Agreement shall be at nil cost to the Supplier, once alongside, however costs will apply for any non-military cargo/part cargo delivered to Killingholme and these costs will be a matter for the Supplier and CLH to agree upon.

5. Arrangements must be in place between the Supplier and CLH to ingress F-35 in order to meet the requirement, prior to supplying to the Authority. With the exception of supply into Killingholme, costs will need to be negotiated between the Supplier and CLH.

6. The Authority will only be liable for payment of Fuel purchase costs based on the agreed Platts Price and Firm Premium for each Call-off Contract awarded under the Framework Agreement. The Supplier shall be liable for any costs associated with supply of Fuel to the Authority into and within the CLH-PS, which fall outside of the Military Contract with CLH.

7. **Ocean Tanker Delivery.** The estimated annual requirement for ocean tanker delivery is 150,000m<sup>3</sup>, delivered by either:

- a. Free on Board (FOB) - supply into the Authority’s Vessel.

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b. Delivered Duty Paid (DDP) - supply to the Authority in the Supplier's owned/chartered Vessel.

8. **Free On Board (FOB).** The estimated annual requirement for F-35 FOB delivery is 108,000m<sup>3</sup>. Fuel will be uplifted ex-refinery using the Authority's chartered Vessel and the Supplier will be given a minimum 30 calendar days' notice of any requirement.

9. The nominated refinery, proposed by Framework Providers in their Bidding Sheets, on a FOB basis shall be capable of accommodating the Authority's Chartered Vessel. This is currently the Maersk Rapiere, but may be subject to change during the term of the Framework Agreement. The Maersk Rapiere dimensions are detailed below:

- a. International Maritime Organisation (IMO) Number – 9167150
- b. Length Over All – 171.2 Metres
- c. Extreme Beam – 27.4 Metres
- d. Summer Draft – 11.82 Metres

### **DDP delivery to Inverness.**

10. The estimated annual requirement for the delivery of F-35 to Inverness jetty, for receipt into Inverness Petroleum Storage Depot (PSD), is 40,000 m<sup>3</sup>. This is required to be delivered on a DDP basis by coastal tanker; typical cargo sizes range between 3,000m<sup>3</sup> and 3,600m<sup>3</sup>. The average pumping rate to the PSD is approximately 400m<sup>3</sup> per hour dependent on the Vessel's pumps. The estimated routine delivery requirement is one Vessel per month. This may increase or decrease depending on operational requirements.

11. The Supplier shall provide the Authority with the refinery CoQ for the batch of F-35 to be supplied no later than 24 hours prior to arrival of the Vessel at the port of discharge and a copy of the Vessel's Q88 no later than 7 calendar days prior to loading. The Q88 shall detail the previous 3 cargoes loaded, which shall be clean, unleaded petroleum products which have additionally not been intentionally blended in any quantity with FAME (Fatty Acid Methyl Ester), synthetic fuels or Bio-fuels. Incidental contamination with previous cargoes, synthetic Fuels, FAME, MTBE, ETBE, Oxygenates shall be mitigated by the provider using tank cleaning/COG (Change of Grade) procedures in accordance with EI HM 50 requirements. Loading of the Vessel shall not commence until the Authority has approved the Vessel. Discharge from the Vessel shall not commence until the Authority has accepted the CoQ (in writing) and satisfactory Type C testing in accordance with STANAG 3149 (latest issue) has been conducted. Acceptance of the CoQ, or satisfactory Type C testing, does not constitute final acceptance of the Fuel to be supplied to the Authority, as final acceptance is dependent upon confirmation of specification compliance following Type B-2 recertification testing in accordance with STANAG 3149 (latest issue) post receipt.

12. **Inverness Harbour Restrictions.** The navigation channel into the port is 45.7 metres wide and is dredged to 3.0 metres below chart datum. On approach to the harbour the Vessel is required to pass under the Kessock Bridge (one mile west of the pilot boarding station) for which a minimum clearance (air draft) of 29 metres at Mean High Water Spring tides is required. The master/shipper must contact Inverness Harbour Office prior to nomination for clarification of maximum water/air draft (inclusive of any aerials) applicable to specific tides. The port has a short window of approximately 2 hours prior to and up to high water in which Vessels can be piloted on to the jetty. The maximum Vessel dimensions for the Inverness jetty are as follows:

- a. Length: 93 metres
- b. Beam: 18 metres

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c. Draught: 5.3 metres (Tidal variations apply)

13. The point of contact for Inverness Harbour Master is as follows:

Inverness Harbour Trust  
Harbour Office  
Longman Drive  
Inverness  
IV1 1SU  
Tel. 01463 715715  
VHF CH12  
Email: [hm@portofinverness.co.uk](mailto:hm@portofinverness.co.uk)

14. **Ocean tanker delivery to RAF Akrotiri (Cape Gata).** Ocean tanker delivery to RAF Akrotiri (Cape Gata). The preferred method of supply is to uplift the Fuel ex-refinery using the Authority's chartered Vessel, on a FOB basis. If the Authority's Vessel is unavailable due to operational commitments a DDP delivery may be requested, using the Supplier's Vessel.

15. Delivery requirements specific to RAF Akrotiri are:

(a) Deliveries of F-35 are estimated to be required every 1 to 3 months in volumes ranging up to 12,000m<sup>3</sup>

(b) b. The required Laycan will be Tuesday to Thursday unless otherwise specified in the ITC.

(c) A minimum of 7 working days' notice is required for confirmation of the Vessel, subject to acceptance of the Q88 (Clause 29 refers) and the estimated date and time of arrival.

(d) The Supplier will be required to liaise directly with RAF Akrotiri to confirm delivery details via email to Gareth.rees470@mod.gov.uk / cliff.christie853@mod.gov.uk / neil.cooper473@mod.gov.uk / Richard.law851@mod.gov.uk for each Call-off contract awarded under this Framework Agreement.

(e) The Limassol Port Authority will be requested to provide a pilot. If the Vessel arrives after 1000, within the scheduled Laycan, boarding of the pilot will be considered subject to meteorological conditions and there being sufficient time available to navigate the Vessel from Limassol Port to the Cape Gata mooring, secure alongside, connect the submarine pipeline and commence pumping operations during daylight hours. A minimum of 5 hours will be required to complete this operation; if it is not possible to meet these restrictions due to late arrival of the Vessel, the discharge will be deferred and the pilot will be requested for the next working day. The Authority shall not be liable for Demurrage costs for a deferred discharge caused by the Supplier failing to observe these restrictions.

(f) The supplier's shipping agent must ensure that they employ a Pilot who meets the following criteria. The Pilot must be: currently licensed to operate in Limassol Port and its environs; have previously conducted or observed a successful mooring at this terminal and; have experience of operating as a coherent team with a tug master allocated to the task.

(g) If a vessel arrives on a working day (Monday to Friday), outside the scheduled Laycan, boarding of the pilot will be considered subject to meteorological conditions and there being sufficient time available to navigate the Vessel from Limassol Port to the Cape Gata mooring, secure alongside, connect the submarine pipeline and commence pumping operations during daylight hours. A minimum of 5 hours will be required to complete this operation; if it is not

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possible to meet these restrictions due to late arrival of the Vessel, the discharge will be deferred and the pilot will be requested for the next working day. The Authority shall not be liable for Demurrage costs for a deferred discharge caused by the Supplier arriving outside of the scheduled Laycan.

(h) The Authority is under no obligation to accept any vessel arriving prior to the scheduled Laycan.

(i) Connection of the submarine hose will be to the manifold on the vessel's Stbd side.

(j) The initial maximum pressure permitted on the receipt pipeline is 4 bar for up to the first hour and 9 bar maximum pressure thereafter. Fuel flow rates are dependent on Vessel's pumps and power packs, however the average flow rate at 9 Bar, is approximately 1000m<sup>3</sup> per hour.

(k) Vessels will only be permitted to commence the discharge operation during daylight hours.

(l) The RAF Akrotiri Discharge Officer has ultimate authority over commencement or termination of discharge.

(m) The Vessel must;

(1). Be between 130 and 190 metres in length to fit the tanker moorings.

(2). Have 9.75 metres maximum draft on the mooring.

(3). Have a bow thruster, which is required, in the event of emergency, to facilitate the tanker's departure from the mooring, under its own power, with no tugboat assistance.

(n) Floating mooring lines made of nylon, polyester or composite equivalent materials are required for berthing the vessel at RAF Akrotiri. Under no circumstances are non-floating mooring lines to be used. Mooring arrangements require that 8 mooring lines are required, 220 metres in length, to attach to the 4 mooring buoys (2 lines per buoy); the vessel is required to carry an addition 4 spare mooring lines. In addition, a 2.5m x 25mm lashing rope is to be attached to each rope lowered. A work boat is provided by the Port Authority to assist with the operation of securing the mooring lines to the buoys.

(o) The vessel is required to have one double drum winch on the forecastle and either three double drum winches on the poop deck, or two double drum winches on the poop deck and one double drum winch on the main deck Stbd Aft.

(p) A 10 tonne crane located adjacent to the Vessel's manifold, with a 3m minimum outreach. This is required to lift the flexible submarine pipeline from the water up to the Vessel's manifold and then support its weight during the receipt, lowering it on completion. The crew shall assist the DIO contractor during connecting/disconnecting of the single 8" flexible hose to their manifold, as required. As the flexible hoses are connected to the Vessel's manifold via a camlock fitting, the Vessel is to provide raised-face flanges of at least 28.4mm thickness, in accordance with American National Standards Institute (ANSI) 16.5. At no time during the pumping operation shall air be introduced to the ship to shore pipeline.

(q) Except in emergency situations, the vessel will not be permitted to slip the mooring in darkness.

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16. **Road deliveries: General Requirements.** The Supplier shall provide a fully qualified driver, licensed to carry class 3 products (to ADR<sup>2</sup> specifications or the local equivalent). The Supplier shall be responsible for compliance with all relevant legislation and local regulations, regarding the carriage of dangerous substances in road tankers.

17. For Aviation Fuel the use of non dedicated road tankers is forbidden. Loading arms that have previously carried bio diesel shall have as a minimum at least one non bio fuel passed through them prior to the loading of Aviation Fuel.

18. The Supplier's attention is drawn to the requirements of the Defence Standard 91-66 (latest issue) which stipulates that no mixed loads may be carried. It is of the utmost importance that no contamination of the Fuel takes place at any time during the delivery operation and it shall be the Supplier's responsibility to ensure that no such contamination takes place. The Supplier shall be responsible for ensuring that their road tanker(s) and any of their filling or discharge lines used to transfer the Fuel are in a clean condition. All such lines and hoses are to be fitted with blanking ends when not being used for the filling or discharge of tanks. The Supplier shall be responsible for ensuring the road tanker is equipped with the fittings and hoses suitable for the task.

### Road Deliveries to RAF Aldergrove.

19. RAF Aldergrove has an estimated annual requirement of 800m<sup>3</sup> of F-34 delivered by road tanker in standard 38m<sup>3</sup> loads. The vehicle is required to be fitted with a standard 4" quick release coupling. The estimated routine delivery requirement is one delivery per week; however this may increase or decrease depending on operational requirements. The operating hours for RAF Aldergrove are from 0800 to 1630 Monday to Thursday and 0800 to 1300 on Friday. The delivery address is as follows:

Fuel Manager  
JSU Aldergrove Flying Station  
Crumlin  
Country Antrim  
BT29 4BP  
Tel: 02894 421073  
Email: [ALG-SSU\\_QM\\_FUELSK2@mod.uk](mailto:ALG-SSU_QM_FUELSK2@mod.uk)

### Road deliveries to BATUK.

20. BATUK has an estimated annual requirement of 450m<sup>3</sup> of F-35 delivered by road tanker in standard 15m<sup>3</sup> loads (or loads as specified in the Order). The vehicle is required to be fitted with a standard 4" quick release coupling and will deliver the Fuel to a military tanker, bulk fuel installation or military blending rig, as specified in the Order. The estimated routine delivery requirement is 2 deliveries per month, however, this frequency may vary substantially depending upon the requirements of the unit's exercise programme. The operating hours for BATUK are from 0900 to 1600 Monday to Sunday. The delivery address is as follows:

British Army Training Unit (Kenya)  
Tactical Supply Wing  
Nanyuki Airfield  
Laikipia County  
Rift Valley Province  
Kenya

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<sup>2</sup> European Agreement concerning the International carriage of dangerous goods by road.

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There may also be occasions when the Authority requires delivery to the following address:

British Army Training Unit (Kenya)  
Tactical Supply Wing  
Laikipia Airbase (East)  
Laikipia County  
Rift Valley Province  
Kenya

### SAMPLING INSPECTION AND TESTING

21. All Fuel supplied under the BFFA is required to meet the specification as detailed in Table 1 of Annex B – StOR; the Supplier is not permitted any discretionary powers to deviate from the specification. Any proposed deviation from the specification shall be referred to the Commercial Officer (box 1, DEFFORM 111) in accordance with DEF STAN 05-61 Part 1 (latest issue). Any samples taken by the Supplier must 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 Fuel. The Authority also reserves the right to require additional testing of the Fuel at any time and to sample and test the Fuel and/or ingredients during or after manufacture to ascertain their suitability for use. If any sample taken from the consignment is found not to comply with the requirements of the relevant fuel specification, the whole consignment may be rejected in accordance with DEFCON 524 and Clause 27 of the Terms and Conditions of the Framework Agreement, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Framework Agreement.

### CLH-PS Supply

22. Receipt of F-35 into the CLH-PS will be agreed between the Supplier and CLH or their designated scheduling agent. The Supplier shall agree a pumping schedule with the scheduling agent which will confirm the origin, pumping date, parcel size and receipt location for each delivery. Receipt of F-35 into the CLH-PS will only take place once the scheduling agent has received the Certificate of Conformity (CoC) for each Fuel parcel to be received.

### Ocean Tanker Supply

23. **Certificate of Quality (CoQ).** The Supplier shall provide the Authority with the refinery CoQ for the batches of Fuel to be supplied as follows:

- a. **FOB:** No later than 24 hours prior to loading. Loading of the Vessel shall not commence until the Authority has accepted the CoQ in writing.
- b. **DDP:** No later than 24 hours prior to arrival of the Vessel at the port of discharge. Discharge from the Vessel shall not commence until the Authority has accepted the CoQ in writing.

24. Acceptance of the CoQ does not constitute final acceptance of the Fuel to be supplied to the Authority, as final acceptance is dependent upon confirmation of specification compliance following Type B-2 recertification testing in accordance with STANAG 3149 (latest issue) post receipt.

25. In all cases the Authority reserves the right to halt loading (FOB) or discharge (DDP) of a Vessel subject to satisfactory Type C testing in accordance with STANAG 3149 (latest issue), or following any additional sampling and testing as required by the Authority in order to establish conformity with the specification.

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

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- a. [ACDSLOGOPS-DSFATechAirC1@mod.uk](mailto:ACDSLOGOPS-DSFATechAirC1@mod.uk)
- b. [ACDSLOGOPS-DSFATechLandMarC1@mod.uk](mailto:ACDSLOGOPS-DSFATechLandMarC1@mod.uk)
- c. [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk)

27. CoQs shall be fully traceable to each batch of Fuel supplied and must specify the following key elements:

- a. Laboratory name and contact telephone number.
- b. Unique test certificate identifier.
- c. Supplier name.
- d. Contract number.
- e. Material.
- f. Specification.
- g. Refinery Identification.
- h. Tank number.
- i. Batch number (plus details of component batches if applicable).
- j. Quantity now certified.
- k. Proportion of cracked components and any additives used.
- l. Vessel and port of loading.
- m. Full specification analysis data to evidence full compliance with the relevant Fuel specification.

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

29. To inform the future requirement for Fatty Acid Methyl Ester (FAME) specification limits for incidental materials in Defence Standard 91-091, FAME content results are to be determined in accordance with Defence Standard 91-091 latest issue for every F-35 cargo uplifted.

30. Where the supplier is unable to provide the FAME content result of F-35 prior to cargo loading (FOB) or receipt (DDP), the supplier is required to submit in advance, along with the CofQ for each call off contract, confirmation to the Authority that the refinery is FAME free throughout the production and storage/movement of all refinery operations. Note: Due to the risk of refinery operations changing this confirmation must be reaffirmed, signed and dated for each cargo uplift and submitted to the Authority.

31. The Authority reserves the right to test the retained samples of the subject cargo to determine specification compliance with respect to FAME content in accordance with Defence Standard 91-091 latest issue.

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32. **Q88.** Where delivery is made in the Supplier's Vessel, a copy of the Q88 must be sent to the Authority no later than 7 calendar days prior to loading. The Q88 shall detail the previous 3 cargoes loaded, which shall be clean, unleaded petroleum products which have additionally not been intentionally blended in any quantity with FAME (Fatty Acid Methyl Ester), synthetic fuels or Bio-fuels. Incidental contamination with previous cargoes, synthetic Fuels, FAME, MTBE, ETBE, Oxygenates shall be mitigated by the provider using tank cleaning/COG (Change of Grade) procedures in accordance with EI HM 50 requirements. In the case of DDP, loading of the Vessel shall not commence until the Authority has approved the Vessel. In the event that the Authority rejects the Vessel, the Supplier shall still be obliged to meet its contracted Laycan.

33. **FOB.** Loading shall not commence until satisfactory Type C analysis, as detailed in STANAG 3149<sup>3</sup> (latest issue), or any additional sampling and testing as required by the Authority, has been conducted by the Vessel's crew and authorisation to proceed received from the Master of the Vessel. These are confidence checks conducted prior to transfer of Fuel into the Authority's Vessel and do not constitute final acceptance. In case of dispute or non-conformance the Authority is to be contacted in order to determine the way forward.

34. Representative samples shall be obtained by the Independent Inspector during the loading of the cargo at the closest point possible to the custody transfer point designated by the Vessel's manifold. A minimum 2 litre representative sample of each batch of Fuel supplied shall be taken and put into clean, air-transportable containers and secured with tamper evident seals. All samples and a copy of the CoQ for each batch shall be passed to the Master of the Vessel, clearly labelled with the following information:

- a. Refinery Identification.
- b. Port of loading.
- c. Date of loading.
- d. Supplier name.
- e. Contract Number.
- f. Material.
- g. Tank number.
- h. Batch number.
- i. Name of receiving Vessel.

35. The Independent Inspector shall take a further 2 litre retention sample from the custody transfer point; these shall be sealed using tamper evident seals and retained for a minimum of 6 months. These samples will only be tested in the event there is a dispute between the Supplier and the Authority on Fuel quality prior to final acceptance.

36. **DDP.** On arrival at the point of delivery, the Master 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 and approval to commence discharge shall be subject to satisfactory Type C+ analysis as detailed in STANAG 3149 (latest issue). For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387

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<sup>3</sup> Minimum Quality Surveillance of Petroleum Products; details can be found at [www.dstan.mod.uk](http://www.dstan.mod.uk).

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Procedure A, Filter Blocking Tendency. All Vessel tanks containing Fuel destined for the Authority must have a dip/sample hatch in order to draw pre-receipt samples. The analysis shall be conducted by the Authority's representative 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 acceptance.

37. Retained samples will also be drawn by the Authority, prior to discharge. Composite 2 litre samples will be drawn from all tanks, in the presence of the Master of the Vessel. These samples will be sealed in suitable air transportable containers using tamper evident seals. These samples will be retained by the Authority and will only be tested in the event that there is a dispute between the Supplier and the Authority on Fuel quality.

### Road Tanker Supply

38. **RAF Aldergrove.** Each delivery shall be accompanied by a delivery ticket to confirm the volume of Fuel delivered and a Certificate of Conformity (CofC). Either the CofC or the delivery note shall reference the original batch, density and the volume of Fuel supplied. The delivery ticket shall be signed by both the Supplier's and the Authority's representatives. One copy shall be retained by the Authority's Representative and the original shall be retained by the Supplier. The CofC should be made available to the Authority on request

39. **BATUK.** Each delivery shall be accompanied by a delivery ticket to confirm the volume of Fuel delivered and a Certificate of Quality (CoQ) to confirm the quality of the Fuel. Certificates will include:

- a. Laboratory name and contact telephone number
- b. Unique test certificate identifier
- c. Supplier name
- d. Contract number.
- e. Material.
- f. Specification.
- g. Refinery identification.
- h. Tank number.
- i. Batch number (plus details of component batches if applicable).
- j. Quantity now certified.
- k. Proportion of cracked components and any additives used.
- l. Full specification analysis data to evidence full compliance with the relevant Fuel specification.

40. The delivery ticket shall be signed by both the Supplier's and the Authority's representatives. One copy shall be retained by the Authority's Representative and the original shall be retained by the Supplier.

### FINAL ACCEPTANCE TESTS

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41. All Fuel supplied under the BFFA will be subject to final acceptance tests to confirm compliance with the relevant Fuel specification. Acceptance will be confirmed by successful completion of specific testing post receipt, dependent upon the mode of delivery (see paragraph 39 to 41 below). Fuel that fails to meet the specification at this point will be quarantined pending investigation between the Supplier and the Authority to assess liability.

42. **CLH-PS Supply.** Following completion of the settling period post receipt, the Supplier shall conduct a Type B-2 test in accordance with STANAG 3149 (latest issue) to confirm F-35 supplied to the Authority is compliant with the relevant Fuel specification. Receipt and acceptance of the CoQ by CLH shall constitute final acceptance of the Fuel into the CLH-PS. The cost of this testing to confirm compliance with the specification shall be met by the supplier.

43. **Ocean Tanker Supply.** Following completion of the settling period post receipt, all Fuel received by the Authority either on a FOB or DDP basis will be subject to a Type B-2 test in accordance with STANAG 3149 (latest issue). Confirmation of compliance with the relevant Fuel specification by the Authority's contracted test house shall constitute final acceptance of the Fuel by the Authority.

44. **Road tanker deliveries.** Deliveries of F-34/F-35 by road shall be accompanied by a Certificate of Quality (CoQ) or a Certificate of Conformity (CoC), as appropriate to the location (see paragraphs 35 and 36). Receipt into the Authority's storage tanks shall not commence until satisfactory completion of Type C analysis as detailed in STANAG 3149 (latest issue), or any additional testing required by the Authority in order to establish conformity with the specification. In addition, the density at 15°C of the Fuel to be receipted, as determined by the Type C analysis, shall be within +/- 3 kg/m<sup>3</sup> of that detailed on the accompanying CoC/ CoQ in accordance with the requirements of JSP 317 Part 2 Chapter 12. Once the Fuel has been receipted, this constitutes final acceptance by the Authority.

### REJECTION OF FUEL

45. All aviation Fuel supplied under the BFFA will be accepted subject to establishing conformity with the relevant specification as detailed in Table 1 at Annex B – StOR. The Authority reserves the right to reject any Fuel which fails to meet the stated specification, in accordance with DEFCON 524 and Clause 27 of the Terms and Conditions of the Framework Agreement and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Framework Agreement.

### CONTAMINATION OF JET FUEL DURING SUPPLY AND DISTRIBUTION

46. Any Supplier, delivering Aviation Fuel to the Authority is to ensure that it is certified free from synthetic components, bio fuel and FAME (fatty acid methyl ester).<sup>4</sup>

47. With the advent of the greater use of bio fuels in the automotive market it is now very much apparent that a serious risk of contamination to Aviation Fuel exists within the supply and distribution system. In particular, this is very much associated with bulk deliveries of Aviation Fuel by ocean tanker and smaller vessels, although potential for contamination does still exist in multi product pipelines, road tankers and rail cars. When delivering Fuel to the Authority using a non dedicated Aviation Fuel supply chain, the cleaning procedures detailed in the Energy Institute guidelines HM 50<sup>5</sup> shall apply.

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<sup>4</sup> In accordance with paragraph 5.6.1 and Annex F of Defence Standard 91-91 latest issue.

<sup>5</sup> EI HM 50, Guidelines for the cleaning of tanks and lines for petroleum tank Vessels carrying refined Fuel Types.

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48. **CLH-PS Supply.** Any Supplier, delivering Aviation Fuel into the CLH-PS, shall observe the procedures detailed in the Energy Institute guidelines HM 50 with respect to previous cargoes and cleaning between cargoes. This shall not be limited to the primary cargo carried by the Vessel from which the current Aviation Fuel cargo is to be delivered. Additionally, the Supplier is to ensure that any Aviation Fuel delivered to the Vessel has been done so through a dedicated Aviation fuel line. However, where this is not practicable and a non dedicated line has been used, then at least one non bio fuel is to have been passed through the system prior to the loading of Aviation Fuel. After receipt into initial storage, the Supplier is to ensure that the Aviation Fuel cargo is free from FAME, prior to its release into the CLH-PS.

49. **Ocean Tanker Supply.** The loading Vessel shall observe the procedures detailed in the Energy Institute guidelines HM 50 with respect to previous cargoes and cleaning between cargoes.

50. Jetty loading arms, that have previously carried bio diesel shall have as a minimum at least one non bio fuel passed through them prior to the loading of Aviation Fuel.

51. **Road Delivery.** The use of non dedicated road tankers is forbidden. Loading arms, that have previously carried bio diesel shall have as a minimum at least one non bio fuel passed through them prior to the loading of Aviation Fuel.

### OCEAN TANKER RESTRICTIONS

52. Vessels cannot be accepted alongside jetties, or wharves, serving depots owned by the Authority when 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 by the Authority if their previous cargo has been Class "A" petroleum, unless a "gas free" certificate is produced to the Officer in Charge of the depot.

**APPENDIX 2 TO ANNEX B – MARINE FUEL REQUIREMENTS AND PROCEDURES**

1. The table below details the delivery requirement for Marine Aviation Fuel (F-44) and Marine diesel oil (F-76).

| <b>Fuel Type</b>             | <b>Delivery Method</b>       | <b>Typical Parcel Size (m<sup>3</sup>)</b> | <b>Estimated Annual Volume (m<sup>3</sup>)</b> |
|------------------------------|------------------------------|--|--|
| F-44 (AVCAT-FSII)            | Ocean tanker (Free on Board) | 11,000 - 22,000                            | 11,000   |
| F-76 (FUEL NAVAL DISTILLATE) | Ocean tanker (Free on Board) | 10,000 - 35,000                            | 270,000  |

**DELIVERY SPECIFIC INFORMATION**

2. **Free On Board (FOB).** The Authority has an estimated annual requirement for 270,000m<sup>3</sup> F-76 and 11,000m<sup>3</sup> F-44 delivered on a FOB basis. The Fuel will be uplifted ex refinery using the Authority’s chartered Vessel. The Supplier will be given a minimum 30 calendar days’ notice of any requirement.

3. The nominated refinery, proposed by Framework Providers in their Bidding Sheets, on a FOB basis shall be capable of accommodating the Authority’s Chartered Vessel. This is currently the Maersk Rapiere, but may be subject to change during the term of the Framework Provider. The Maersk Rapiere dimensions are detailed below:

- a. International Maritime Organisation (IMO) Number – 9167150
- b. Length Over All – 171.2 Metres
- c. Extreme Beam – 27.4 Metres
- d. Summer Draft – 11.82 Metres

**SAMPLING INSPECTION AND TESTING**

4. All Fuel supplied under the BFFA is required to meet the specification as detailed in Table 1 of Annex B – StOR; the Supplier is not permitted any discretionary powers to deviate from the specification. Any proposed deviation from the specification shall be referred to the Commercial Officer (box 1, DEFFORM 111) in accordance with DEF STAN 05-61 Part 1 (latest issue). Any samples taken by the Supplier must 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 Fuel. The Authority also reserves the right to require additional testing of the Fuel at any time and to sample and test the Fuel and/or ingredients during or after manufacture to ascertain their suitability for use. If any sample taken from the consignment is found not to comply with the requirements of the relevant fuel specification, the whole consignment may be rejected in accordance with DEFCON 524 and Clause 27 of the Terms and Conditions of the Framework Agreement, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Framework Agreement.

**Ocean Tanker Supply**

5. **Certificate of Quality (CoQ).** The Supplier shall provide the Authority with the refinery CoQ for the batches of Fuel to be supplied as follows:

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- a. **FOB:** No later than 24 hours prior to loading. Loading of the Vessel shall not commence until the Authority has accepted the CoQ in writing.
  - b. **DDP:** No later than 24 hours prior to arrival of the Vessel at the port of discharge. Discharge from the Vessel shall not commence until the Authority has accepted the CoQ in writing.
6. Acceptance of the CoQ does not constitute final acceptance of the Fuel to be supplied to the Authority, as final acceptance is dependent upon confirmation of specification compliance following Type B-2 recertification testing in accordance with STANAG 3149 (latest issue) post receipt.
7. In all cases the Authority reserves the right to halt loading (FOB) or discharge (DDP) of a Vessel subject to satisfactory Type C+ testing in accordance with STANAG 3149 (latest issue). For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387 Procedure A, Filter Blocking Tendency. Loading/ discharge shall not recommence until compliance with the appropriate specification has been established.
8. A copy of all relevant CoQs are to be sent to the Authority for approval at the following e-mail addresses:
- a. [ACDSLOGOPS-DSFATechAirC1@mod.uk](mailto:ACDSLOGOPS-DSFATechAirC1@mod.uk)
  - b. [ACDSLOGOPS-DSFATechLandMarC1@mod.uk](mailto:ACDSLOGOPS-DSFATechLandMarC1@mod.uk)
  - c. [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk)
9. CoQs shall be fully traceable to each batch of Fuel supplied and must specify the following key elements:
- a. Laboratory name and contact telephone number.
  - b. Unique test certificate identifier.
  - c. Supplier name.
  - d. Contract number.
  - e. Material.
  - f. Specification.
  - g. Refinery Identification.
  - h. Tank number.
  - i. Batch number (plus details of component batches if applicable).
  - j. Quantity now certified.
  - k. Proportion of cracked components and any additives used
  - l. Vessel and port of loading.
  - m. Full specification analysis data to evidence full compliance with the relevant Fuel specification.

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

11. **Q88.** Where delivery is made in the Supplier's Vessel, a copy of the Q88 must be sent to the Authority no later than 7 calendar days prior to loading. The Q88 shall detail the previous 3 cargoes loaded, which shall be clean, unleaded petroleum products which have additionally not been intentionally blended in any quantity with FAME (Fatty Acid Methyl Ester), synthetic fuels or Bio-fuels. Incidental contamination with previous cargoes, synthetic Fuels, FAME, MTBE, ETBE, Oxygenates shall be mitigated by the provider using tank cleaning/COG (Change of Grade) procedures in accordance with EI HM 50 requirements. In the case of DDP, loading of the Vessel shall not commence until the Authority has approved the Vessel. In the event that the Authority rejects the Vessel, the Supplier shall still be obliged to meet its contracted Laycan.

12. **FOB.** Loading shall not commence until satisfactory Type C+ analysis as detailed in STANAG 3149 (latest Issue) has been completed. For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387 Procedure A, Filter Blocking Tendency. This analysis shall be conducted by the Vessel's crew and authorisation to proceed with loading received from the Master of the Vessel. These are confidence checks conducted prior to transfer of the Fuel into the Authority's Vessel and do not constitute final acceptance.

13. Representative samples shall be obtained by the Independent Inspector during the loading of the Fuel at the closest point possible to the custody transfer point designated by the Vessel's manifold. A minimum 2 litre representative sample of each batch of Fuel supplied shall be taken and put into clean, air-transportable containers secured using tamper evident seals. All samples and a copy of the CoQ for each batch shall be passed to the Master of the Vessel, clearly labelled with the following information:

- a. Refinery Identification.
- b. Port of loading.
- c. Date of loading.
- d. Supplier name.
- e. Contract Number.
- f. Material.
- g. Tank number.
- h. Batch number.
- i. Name of receiving Vessel.

14. The Independent Inspector shall take a further 2 litre retention samples from the custody transfer point; these shall be sealed using tamper evident seals and retained for a minimum of 6 months. These samples shall only be tested in the event that there is a dispute between the Supplier and the Authority on Fuel quality prior to final acceptance.

15. **DDP.** On arrival at the point of delivery, the Master 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 and approval to commence discharge shall be subject to satisfactory Type C+ analysis as detailed in STANAG 3149 (latest issue). For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387

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Procedure A, Filter Blocking Tendency. All Vessel tanks containing Fuel destined for the Authority must have a dip/sample hatch in order to draw pre-receipt samples. The analysis shall be conducted by the Authority's representative 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 acceptance.

16. Retained samples shall be drawn by the Authority, prior to discharge. Composite 2 litre samples shall 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 shall be retained by the Authority and shall only be tested in the event that there is a dispute between the Supplier and the Authority on Fuel quality.

### FINAL ACCEPTANCE TESTS

17. All Fuel received under the BFFA will be subject to final acceptance tests to confirm compliance with the specification. Fuel that fails to meet the specification at this point will be quarantined pending investigation between the Supplier and the Authority to assess liability.

18. **Ocean Tanker Supply.** Following completion of the settling period post receipt, all Marine Fuel received by the Authority either on a FOB or DDP basis 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 contracted test house shall constitute final acceptance of the Fuel by the Authority.

### REJECTION OF FUEL

19. All Fuel supplied under the BFFA will be accepted subject to establishing conformity with the relevant Fuel specification as detailed in Table 1 of Annex B. The Authority reserves the right to reject any Fuel which fails to meet the stated specification, in accordance with DEFCON 524 and Clause 27 of the Terms and Conditions of the Framework Agreement, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Framework Agreement.

### CONTAMINATION OF MARINE FUEL DURING SUPPLY AND DISTRIBUTION

20. Any Supplier delivering F-44 or F-76 to the Authority is to ensure that it is free from contamination by synthetic components, biofuel or FAME (fatty acid methyl ester)<sup>6</sup>.

21. With the advent of the greater use of bio fuels in the automotive market it is now very much apparent that a serious risk of contamination to marine fuel exists within the supply and distribution system. In particular, this is very much associated with bulk deliveries of marine fuel by ocean tanker and smaller vessels, although potential for contamination does still exist in multi product pipelines, road tankers and rail cars. 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>7</sup> shall apply.

### OCEAN TANKER RESTRICTIONS

22. Vessels cannot be accepted alongside jetties, or wharves, serving depots owned by the Authority when 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 by the

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<sup>6</sup>F-44 In accordance with paragraphs 4.1 and 5.5.1 and Annex D 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>7</sup> EI HM 50 (Latest issue), Guidelines for the cleaning of tanks and lines for petroleum tank Vessels carrying refined Fuel Types.

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Authority if their previous cargo has been Class "A" petroleum, unless a "gas free" certificate is produced to the Officer in Charge of the depot.

**B2-5**

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## APPENDIX 3 TO ANNEX B – GROUND FUEL REQUIREMENTS AND PROCEDURES

1. The Supplier will be given a minimum of 30 calendar days' notice for the supply of these Fuel Types.

### SAMPLING INSPECTION AND TESTING

2. All Fuel supplied under the BFFA is required to meet the specification as detailed in Table 1 of Annex B – StOR; the Supplier is not permitted any discretionary powers to deviate from the specification. Any proposed deviation from the specification shall be referred to the Commercial Officer (box 1, DEFFORM 111) in accordance with DEF STAN 05-61 Part 1 (latest issue). Any samples taken by the Supplier must 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 Fuel. The Authority also reserves the right to require additional testing of the Fuel at any time and to sample and test the Fuel and/or ingredients during or after manufacture to ascertain their suitability for use. If any sample taken from the consignment is found not to comply with the requirements of the relevant Fuel specification, the whole consignment may be rejected in accordance with DEFCON 524 and Clause 27 of the Terms and Conditions of the Framework Agreement, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Framework Agreement.

### Ocean Tanker Supply

3. **Certificate of Quality (CoQ).** The Supplier shall provide the Authority with the Refinery CoQ for the batches of Fuel to be supplied as follows:

- a. **FOB:** No later than 24 hours prior to loading. Loading of the Vessel shall not commence until the Authority has accepted the CoQ in writing.
- b. **DDP:** No later than 24 hours prior to arrival of the Vessel at the port of discharge. Discharge from the Vessel shall not commence until the Authority has accepted the CoQ in writing.

4. Acceptance of the CoQ does not constitute final acceptance of the Fuel to be supplied to the Authority, as final acceptance is dependent upon confirmation of specification compliance following Type B-2 recertification testing in accordance with STANAG 3149 (latest issue) post receipt.

5. In all cases the Authority reserves the right to halt loading (FOB) or discharge (DDP) of a Vessel subject to satisfactory Type C testing in accordance with STANAG 3149 (latest issue), or following any additional sampling and testing as required by the Authority in order to establish conformity with the specification.

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

- a. [ACDSLOGOPS-DSFATechAirC1@mod.uk](mailto:ACDSLOGOPS-DSFATechAirC1@mod.uk)

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- b. [ACDSLOGOPS-DSFATechLandMarC1@mod.uk](mailto:ACDSLOGOPS-DSFATechLandMarC1@mod.uk)
- c. [DESLDProgMgt-DFAP-FCMO2@mod.uk](mailto:DESLDProgMgt-DFAP-FCMO2@mod.uk)

7. CoQs shall be fully traceable to each batch of Fuel supplied and must specify the following key elements:

- a. Laboratory name and contact telephone number.
- b. Unique test certificate identifier.
- c. Supplier name.
- d. Contract number.
- e. Material.
- f. Specification.
- g. Refinery Identification.
- h. Tank number.
- i. Batch number (plus details of component batches if applicable).
- j. Quantity now certified.
- k. Vessel and port of loading.
- l. Full specification analysis data to evidence full compliance with the relevant Fuel specification.

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

9. **Q88.** Where delivery is made in the Supplier's Vessel, a copy of the Q88 must be sent to the Authority no later than 7 calendar days prior to loading. The Q88 shall detail the previous 3 cargoes loaded, which shall be clean, unleaded petroleum products which have additionally not been intentionally blended in any quantity with FAME (Fatty Acid Methyl Ester), synthetic fuels or Bio-fuels. Incidental contamination with previous cargoes, synthetic Fuels, FAME, MTBE, ETBE, Oxygenates shall be mitigated by the provider using tank cleaning/COG (Change of Grade) procedures in accordance with EI HM 50 requirements. In the case of DDP, loading of the Vessel shall not commence until the Authority has approved the Vessel. In the event that the Authority rejects the Vessel, the Supplier shall still be obliged to meet its contracted Laycan.

10. **FOB.** Loading shall not commence until satisfactory Type C analysis, as detailed in STANAG 3149<sup>8</sup> (latest issue), or any additional sampling and testing as required by the Authority, has been conducted by the Vessel's crew and authorisation to proceed received from the Master of the Vessel. These are confidence checks conducted prior to transfer of Fuel into the Authority's Vessel and do not

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<sup>8</sup> Minimum Quality Surveillance of Petroleum Products; details can be found at [www.dstan.mod.uk](http://www.dstan.mod.uk).

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constitute final acceptance. In case of dispute or non-conformance the Authority is to be contacted in order to determine the way forward.

11. Representative samples shall be obtained by the Independent Inspector during the loading of the Fuel at the closest point possible to the custody transfer point designated by the Vessel's manifold. A minimum 2 litre representative sample of each batch of Fuel supplied shall be taken and put into clean, air-transportable containers and secured with tamper evident seals. All samples and a copy of the CoQ for each batch shall be passed to the Master of the Vessel, clearly labelled with the following information:

- a. Refinery Identification.
- b. Port of loading.
- c. Date of loading.
- d. Supplier name.
- e. Contract Number.
- f. Material.
- g. Tank number.
- h. Batch number.
- i. Name of receiving Vessel.

12. The Independent Inspector shall take a further 2 litre retention sample from the custody transfer point; these shall be sealed using tamper evident seals and retained for a minimum of 6 months. These samples will only be tested in the event there is a dispute between the Supplier and the Authority on Fuel quality prior to final acceptance.

13. **DDP.** On arrival at the point of delivery, the Master 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 and approval to commence discharge shall be subject to satisfactory Type C+ analysis as detailed in STANAG 3149 (latest issue). For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387 Procedure A, Filter Blocking Tendency. All Vessel tanks containing Fuel destined for the Authority must have a dip/sample hatch in order to draw pre-receipt samples. The analysis shall be conducted by the Authority's representative 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 acceptance.

14. Retained samples will also be drawn by the Authority, prior to discharge. Composite 2 litre samples will be drawn from all tanks, in the presence of the Master of the Vessel. These samples will be sealed in suitable air transportable containers using tamper evident seals. These samples will be retained by the Authority and will only be tested in the event that there is a dispute between the Supplier and the Authority on Fuel quality.

## FINAL ACCEPTANCE TESTS

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15. All Ground Fuel supplied under the BFFA will be subject to final acceptance tests to confirm compliance with the relevant Fuel specification. Acceptance will be confirmed by successful completion of specific testing post receipt, dependent upon the mode of delivery. Fuel that fails to meet the specification at this point will be quarantined pending investigation between the Supplier and the Authority to assess liability.

16. **Ocean Tanker Supply.** Following completion of the settling period post receipt, all Fuel received by the Authority either on a FOB or DDP basis will be subject to a Type B-2 test in accordance with STANAG 3149 (latest issue). Confirmation of compliance with the relevant Fuel specification by the Authority's contracted test house shall constitute final acceptance of the Fuel by the Authority.

### REJECTION OF FUEL

17. All ground Fuel supplied under the BFFA will be accepted subject to establishing conformity with the relevant specification as detailed in Table 1 at Annex B – StOR. The Authority reserves the right to reject any Fuel which fails to meet the stated specification, in accordance with DEFCON 524 and Clause 27 of the Terms and Conditions of the Framework Agreement, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Framework Agreement.

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Annex C to  
DFFS/5072  
Dated 15 November  
2016

**ANNEX C – INVITATION TO COMPETE (ITC)**

ITC No

Dated

**INVITATION TO COMPETE (ITC)**

You are invited to compete for the requirement detailed below under the Terms and Conditions of the Framework Agreement DFFS/5072, in accordance with the ITC process detailed at Clauses 10, 11 and 12 of the Framework Agreement.

| <b>REQUIREMENT</b>  |  |
|---|--|
| FUEL TYPE   |  |
| VOLUME  |  |
| DELIVERY METHOD/LOCATION  |  |
| LAYCAN / DELIVERY PERIOD  |  |
| <b>PRICING</b>  |  |
| PLATTS INDEX  |  |
| <b>FOB WEIGHTING FACTOR (IF APPLICABLE)<br/>Clause 13 of the Framework Agreement refers</b> |  |
| AUTHORITY VESSEL START POINT  |  |
| AUTHORITY VESSEL END POINT  |  |
| <b>ITC RESPONSE</b>   |  |
| SUPPLIER'S RESPONSE TO ITC  | <p>The Supplier shall:</p> <ol style="list-style-type: none"> <li>fully complete and submit the attached Bidding Sheet in response to an ITC by the final date and time for submission detailed below;</li> <li>submit a completed Supplier's Commercially Sensitive Information Form (Annex G);</li> <li>submit a complete DEFFORM 47 – Annex A (offer);</li> <li>submit a Firm Premium (inclusive of all costs and not subject to variation) and, if applicable the FOB Weighting Factor, in accordance with Clause 13 – Pricing;</li> <li>Submit any further information as requested by the Authority under Additional Information below.</li> </ol> |
| FINAL DATE FOR SUBMISSION   | Bidding Sheets shall be sent by e-mail to:   |

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|                                 |   |
|---------------------------------|---|
| OF COMPLETED BIDDING SHEET.     | DES <a href="mailto:Commodities-Comrc1-Fuel@mod.uk">Commodities-Comrc1-Fuel@mod.uk</a><br>by [xxxx] GBT on [xx/xx/xx]<br>An award decision will be notified by 14:00 (GBT) the same day.                              |
| <b>BIDDING SHEET EVALUATION</b> |   |
| AWARD DECISION                  | The Call-off Contract will be awarded to the most economically advantageous tender (MEAT) in accordance with the evaluation criteria detailed at [ <b>Authority to select - Appendix 1 / Appendix 2 of Annex C</b> ]. |
| <b>ADDITIONAL INFORMATION</b>   |   |
|                                 |   |

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Appendix 1 to  
Annex C to  
DFFS/5072  
Dated 15 November  
2016

**APPENDIX 1 TO ANNEX C – BIDDING SHEET AND TENDER EVALUATION CRITERIA**

(to be used for all requirements other than CLH-PS)

This Bidding Sheet is in response to Invitation to Compete (ITC) DFFS/5072/XXXX and the Supplier acknowledges and agrees to abide by the Terms and Conditions of the ITC and Framework Agreement DFFS/5072 in compiling its bid.

Bidding Sheet Evaluation Guidance and Methodology is detailed below.

Framework Providers shall complete the boxes below as applicable:

| <b>CRITERIA</b>                                | <b>SUB-CRITERIA REFERENCE NUMBER</b> | <b>EVALUATION APPROACH</b> | <b>REQUIRED INFORMATION</b>                                    | <b>SUPPLIER RESPONSE</b> | <b>REQUIRED RESPONSE</b>  |
|--|--------------------------------------|----------------------------|--|--------------------------|---|
| <b>FRAMEWORK PROVIDER DETAILS</b>              | N/A                                  | INFO                       | Framework Provider name  |                          | Framework Provider name has been provided.  |
|  | N/A                                  | INFO                       | Framework Provider Representative name                         |                          | Framework Provider Representative name has been provided.   |
| <b>FRAMEWORK PROVIDER DELIVERY INFORMATION</b> | N/A                                  | INFO                       | Nominated refinery (to be completed for FOB requirements only) |                          | Framework Provider has provided its nominated refinery for collection of the Fuel by the Authority. |
|  | N/A                                  | INFO                       | Framework Provider is to provide its Daily Demurrage Charge    |                          | Framework Provider has provided its   |

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|   |        |             |  |  |   |
|---|--------|-------------|--|--|---|
|   |        |             | (to be completed for DDP requirements only)  |  | Daily Demurrage Charge for DDP requirements.  |
|   | N/A    | INFO        | Framework Provider is to provide its Maximum Permitted Laytime (to be completed for DDP requirements only) |  | Framework Provider has provided its Maximum Permitted Laytime for DDP requirements.   |
| <b>COMPLIANCE WITH REQUIREMENT<br/>MCC1</b>     | MCC1.1 | PASS / FAIL | Framework Provider is to confirm that it can meet the specification of the Fuel Type detailed in the ITC   |  | Framework Provider has confirmed that it can meet the full specification, as detailed in the StOR at Annex B, for the Fuel Type(s) detailed on the ITC. |
|   | MCC1.2 | PASS / FAIL | Framework Provider is to confirm that it can meet the Laycan / Delivery period specified in the ITC.       |  | Framework Provider has confirmed that it can meet the Laycan / Delivery period specified in the ITC.  |
|   | MCC1.3 | PASS / FAIL | Framework Provider is to confirm that it can meet the Full Volumetric Requirement detailed in the ITC      |  | Framework Provider has confirmed that it can meet the Full Volumetric Requirement, as detailed in the ITC.  |
| <b>FRAMEWORK PROVIDER FIRM PREMIUM<br/>MCC2</b> | MCC2.1 | PASS / FAIL | Framework Provider is to provide its Firm Premium (+/-) US\$/m <sup>3</sup>                                |  | Framework Provider has provided a Firm Premium.   |

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|  |        |             |   |  |  |
|--|--------|-------------|---|--|--|
| <b>FOB WEIGHTING FACTOR – FOR FOB DELIVERIES ONLY</b><br><br><b>MCC3</b> | MCC3.1 | PASS / FAIL | Framework Provider is to confirm the total distance from Authority Vessel Start Point to Framework Provider’s Nominated Refinery to Authority Vessel End Point as identified in the ITC |  | Framework Provider has provided the total distance from Authority Vessel Start Point to Framework Provider’s Nominated Refinery to Authority Vessel End Point. |
|  | MCC3.2 | PASS / FAIL | Framework Provider is to provide the full calculation used to calculate the FOB Weighting Factor (total journey time taken in days X £22,600 = FOB Weighting Factor)                    |  | Framework Provider has provided the full calculation used to calculate the FOB Weighting Factor, in accordance with Clause 13 – FOB Weighting Factor.          |
|  | MCC3.3 | PASS / FAIL | Framework Provider is to provide the FOB Weighting Factor in GBP (£)  |  | Framework Provider has provided the FOB Weighting Factor in GBP (£)  |
| <b>FOB REFINERY DETAILS</b><br><b>MCC4</b>                               | MCC4.1 | PASS / FAIL | Framework Provider is to confirm that its nominated refinery is accessible to the Authority’s Vessel, in accordance with the Vessel dimensions detailed in the StOR at Annex B.         |  | Framework Provider has confirmed that its nominated refinery is accessible to the Authority’s Vessel, in accordance with the Vessel dimensions detailed in the |

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|                               |  |                 |   |  |   |
|-------------------------------|--|-----------------|---|--|---|
|                               |  |                 |   |  | StOR at Annex B.  |
| <b>ADDITIONAL INFORMATION</b> |  | To be completed | The Authority will complete this prior to issue of ITC if additional information is required. |  | The Authority will complete this prior to issue of ITC if additional information is required. |

**BIDDING SHEET EVALUATION GUIDANCE AND METHODOLOGY (FOB / DDP / ROAD REQUIREMENTS)**

**1 INTRODUCTION**

1.1 Framework Providers must fully complete the applicable areas of the Bidding Sheet above in response to an ITC.

1.2 The information requested on the Bidding Sheet, under the column heading 'Required Information' has been categorised according to its importance to the Authority, and will be used as follows:

**INFO – Information Only.** A response is required by the Authority for information purposes only and will not form part of the Bidding Sheet evaluation, however, failure to provide this information without a reasonable explanation may deem a Framework Provider's Bidding Sheet non-compliant.

**PASS / FAIL – Mandatory Compliance Criteria.** A response is mandatory and will be used in the Bidding Sheet evaluation in accordance with the evaluation guidance and methodology detailed at paragraph 3 below.

**2 CLARIFICATIONS**

2.1 Any clarifications relating to an ITC must be submitted in accordance with Clause 11 of the Framework Agreement.

**3 EVALUATION METHODOLOGY AND GUIDANCE**

**Preliminary Check**

3.1 The completed Bidding Sheet will initially be checked to determine that all applicable information has been provided. The Authority will request any missing information from Framework Providers. If the information is not provided following the Authority's request, the Bidding Sheet may be deemed non-compliant.

**Evaluation Strategy**

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3.2 Bidding Sheets will be evaluated to determine the most economically advantageous tender. The most economically advantageous tender shall be the one which is compliant with all Mandatory Compliance Criteria (MCC) and sub-criteria as detailed at paragraphs 3.3 – 3.6 below, and:

- (a) **for FOB requirements:** represents the lowest cost to the Authority, taking into account the Framework Providers’ Firm Premium, Platts Price and FOB Weighting Factor (as detailed at paragraph 3.8 – 3.9 and shown in the example FOB price evaluation); or
- (b) **for DDP and Road requirements:** represents the lowest cost to the Authority, taking into account the Framework Providers’ Firm Premium and Platts Price, as detailed at paragraph 3.8 and 3.10 and shown in the example DDP and Road price evaluation.

**Mandatory Compliance Evaluation**

3.3 The Mandatory Compliance Criteria (MCC) are referenced as MCC1, MCC2 etc. on the Bidding Sheet. The sub-criteria within each MCC are referenced MCC1.1, MCC1.2 etc. The MCC and sub-criteria will be evaluated on a PASS / FAIL basis.

3.4 The “Required Response” column on the Bidding Sheet specifies the response required from Framework Providers against each MCC to achieve a pass for the Mandatory Compliance Evaluation.

3.5 MCC and sub-criteria will be evaluated in accordance with the marking scheme below:

| <b>MCC1 COMPLIANCE WITH REQUIREMENT</b>            |      |  |
|--|------|--|
| MCC1.1<br>Compliance with Specification            | PASS | Framework Provider can fully meet the relevant Fuel specification.   |
|  | FAIL | Framework Provider cannot fully meet the relevant Fuel specification.  |
| MCC1.2<br>Compliance with Laycan / Delivery Period | PASS | Framework Provider can deliver within the required Laycan / Delivery period.   |
|  | FAIL | Framework Provider cannot deliver within the required Laycan / Delivery period.  |
| MCC1.3<br>Compliance with volumetric requirement   | PASS | Framework Provider can meet the Full Volumetric Requirement as detailed in the ITC.  |
|  | FAIL | Framework Provider cannot meet the Full Volumetric Requirement as detailed in the ITC.   |
| <b>MCC2 FRAMEWORK PROVIDER FIRM PREMIUM</b>        |      |  |
| MCC2.1<br>Framework Provider Firm Premium          | PASS | Framework Provider has provided its Firm Premium.  |
|  | FAIL | Framework Provider has not provided its Firm Premium.  |
| <b>MCC3 FOB WEIGHTING FACTOR (IF APPLICABLE)</b>   |      |  |
| MCC3.1<br>FOB Weighting Factor Distance            | PASS | Framework Provider has provided the total distance from Authority Vessel Start Point to Framework Provider’s Nominated Refinery to Authority Vessel End Point. |

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|  |      |   |
|--|------|---|
|  | FAIL | Framework Provider has not provided the total distance from Authority Vessel Start Point to Framework Provider's Nominated Refinery to Authority Vessel End Point.                  |
| MCC3.2<br>FOB Weighting<br>Factor Calculation        | PASS | Framework Provider has provided the full calculation used to calculate the FOB Weighting Factor, in accordance with Clause 13 – FOB Weighting Factor.                               |
|  | FAIL | Framework Provider has not provided the full calculation used to calculate the FOB Weighting Factor, in accordance with Clause 13 – FOB Weighting Factor.                           |
| MCC3.3<br>Total FOB<br>Weighting Factor              | PASS | Framework Provider has provided the FOB Weighting Factor in GBP (£).  |
|  | FAIL | Framework Provider has not provided the FOB Weighting Factor in GBP (£).  |
| <b>MCC4 FOB REFINERY DETAILS<br/>(IF APPLICABLE)</b> |      |   |
| MCC4.1<br>Total FOB<br>Weighting Factor              | PASS | Framework Provider has confirmed that its nominated refinery is accessible to the Authority's Vessel, in accordance with the Vessel dimensions detailed in the StOR at Annex B.     |
|  | FAIL | Framework Provider has not confirmed that its nominated refinery is accessible to the Authority's Vessel, in accordance with the Vessel dimensions detailed in the StOR at Annex B. |

3.6 Bidding Sheets which do not achieve a pass for each of the MCC and sub-criteria shall be excluded from the Mini-Competition.

**Price Evaluation**

3.7 All Bidding Sheets which achieve a pass for each of the MCC and sub-criteria shall be entered into the price evaluation.

3.8 The Authority will calculate an estimated Platts Price, based on the average of the 'mean' figures published by Platts Marketscan for the month prior to the ITC issue date, for the purpose of estimating the total value of the resultant Call-off Contract, and to confirm that the total value does not exceed the Authority's financial approval limit. In the event that the estimated total value of the resultant Call-off Contract exceeds the Authority's financial approval limit, the Authority reserves the right to cancel the Mini-Competition. The actual Platts Price which will be paid shall be calculated in accordance with Clause 22 – Pricing.

3.9 For FOB requirements, a FOB Weighting Factor will be applied for evaluation purposes only, to determine the most economically advantageous tender. The Weighting Factor will not be used for payment purposes. The Authority will convert the Framework Providers' Firm Premium from \$US to £GBP, based on the average of the \$US to £GBP figures published daily by the Financial Times, for the month prior to the ITC issue date. This figure will be added to the FOB Weighting Factor and the estimated Platts Price in order to calculate the total cost for evaluation purposes (payment will be made in \$US). The Framework Provider which represents the lowest total cost (Firm Premium plus

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Platts Price plus FOB Weighting Factor) will be deemed the most economically advantageous tender and awarded the Call-off Contract.

3.10 For DDP and Road requirements, the Framework Provider which represents the lowest cost to the Authority taking into account the Firm Premium plus estimated Platts Price will be deemed the most economically advantageous tender and awarded the Call-off Contract.

3.11 The tables below show an example of a price evaluation for FOB requirements and DDP/Road requirements. The estimated Platts Price is not shown in the examples because this will be a constant value for all Framework Providers:

**Example Price Evaluation (FOB)**

| Framework Provider | Firm Premium US \$ / m <sup>3</sup> | Total Firm Premium US\$ (using an example of 35,000m <sup>3</sup> ) | Total Firm Premium GBP£ (using an example exchange rate of 1.5469) | FOB Weighting Factor GBP £ | Total Cost for Evaluation Purposes (Firm Premium plus FOB Weighting Factor) | Winning Bid   |
|--------------------|-------------------------------------|---|--|----------------------------|---|---|
| A                  | \$10                                | \$350,000   | £226,258.97  | £400,000                   | £626,258.97   |   |
| B                  | \$8                                 | \$280,000   | £181,007.18  | £450,000                   | £631,007.18   |   |
| C                  | \$11.5                              | \$402,500   | £260,197.81  | £300,000                   | £560,197.81   | Framework Provider C has submitted the most economically advantageous tender and will be awarded a Call-off Contract. |

**Example Price Evaluation (DDP and Road)**

| Framework Provider | Firm Premium US \$ / m <sup>3</sup> | Total Firm Premium US\$ (using an example of 35,000m <sup>3</sup> ) | Winning Bid   |
|--------------------|-------------------------------------|---|---|
| A                  | \$10                                | \$350,000   |   |
| B                  | \$8                                 | \$280,000   | Framework Provider B has submitted the most economically advantageous tender and will be awarded a Call-off Contract. |
| C                  | \$11.5                              | \$402,500   |   |

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Appendix 2 to  
Annex C to  
DFFS/5072  
Dated 15 November  
2016

**APPENDIX 2 TO ANNEX C – CLH-PS BIDDING SHEET AND TENDER EVALUATION CRITERIA**

This Bidding Sheet is in response to Invitation to Compete (ITC) DFFS/5072/XXXX and the Supplier acknowledges and agrees to abide by the Terms and Conditions of the ITC and Framework Agreement DFFS/5072 in compiling its bid.

Bidding Sheet Evaluation Guidance and Methodology is detailed below.

Framework Providers shall complete the boxes below as applicable:

| <b>CRITERIA</b>                                     | <b>SUB-CRITERIA REFERENCE NUMBER</b> | <b>EVALUATION APPROACH</b> | <b>REQUIRED INFORMATION</b>  | <b>SUPPLIER RESPONSE</b> | <b>REQUIRED RESPONSE</b>   |
|---|--------------------------------------|----------------------------|--|--------------------------|--|
| <b>FRAMEWORK PROVIDER DETAILS</b>                   | N/A                                  | INFO                       | Framework Provider name  |                          | Framework Provider name has been provided.   |
|   | N/A                                  | INFO                       | Framework Provider Representative name   |                          | Framework Provider Representative name has been provided.  |
| <b>FRAMEWORK PROVIDER DELIVERY INFORMATION MCC1</b> | MCC1.1                               | PASS / FAIL                | Nominated delivery location (this must be the / one of the delivery locations stated on the ITC)         |                          | Framework Provider has selected the / one of the delivery locations stated on the ITC.   |
| <b>COMPLIANCE WITH REQUIREMENT MCC2</b>             | MCC2.1                               | PASS / FAIL                | Framework Provider is to confirm that it can meet the specification of the Fuel Type detailed in the ITC |                          | Framework Provider has confirmed that it can meet the full specification, as detailed in the StOR at Annex B, for the Fuel Type detailed on the ITC. |

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|   |        |             |   |                                  |   |
|---|--------|-------------|---|----------------------------------|---|
|   | MCC2.2 | PASS / FAIL | Framework Provider is to confirm that it can meet the delivery period specified in the ITC.   |                                  | Framework Provider has confirmed that it can meet the delivery period specified in the ITC.                           |
|   | MCC2.3 | PASS / FAIL | Framework Provider is to confirm the volume of Fuel it is bidding for.  |                                  | Framework Provider has confirmed the volume of Fuel it is bidding for, which is in multiples of 5,000m <sup>3</sup> . |
| <b>FRAMEWORK FIRM PROVIDER PREMIUM</b><br><br><b>MCC3</b> | MCC3.1 | PASS / FAIL | Framework Provider is to provide its Firm Premium (+/-) US\$/m <sup>3</sup> for the total volume of Fuel it is bidding for.                             |                                  | Framework Provider has provided a Firm Premium.   |
|   | MCC3.2 | PASS / FAIL | Will the Framework Provider offer a reduced Firm Premium if the Full Volumetric Requirement, as detailed in ITC, is awarded to that Framework Provider? | <b>Please state:</b><br>Yes / No | Framework Provider has stated yes or no.  |
|   | MCC3.3 | PASS / FAIL | If Framework Provider has stated yes to MCC3.2, please enter reduced Firm Premium if Full Volumetric Requirement, as detailed in ITC, is awarded.       |                                  | If Framework Provider has selected yes to MCC 3.2, revised Firm Premium has been provided.                            |
| <b>ADDITIONAL INFORMATION</b>                             |        | TBC         | The Authority will complete this prior to issue of ITC if additional information is required.   |                                  | The Authority will complete this prior to issue of ITC if additional information is required.                         |

**BIDDING SHEET EVALUATION GUIDANCE AND METHODOLOGY (CLH-PS REQUIREMENTS)**

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### 1 INTRODUCTION

1.1 Framework Providers must fully complete the Bidding Sheet above in response to an ITC.

1.2 The information requested on the Bidding Sheet, under the column heading 'Required Information has been categorised according to its importance to the Authority, and will be used as follows:

**INFO – Information Only.** A response is required by the Authority for information purposes only and will not form part of the Bidding Sheet evaluation, however, failure to provide this information without a reasonable explanation may deem a Framework Provider's Bidding Sheet non-compliant.

**PASS / FAIL – Mandatory Compliance Criteria.** A response is mandatory and will be used in the Bidding Sheet evaluation in accordance with the evaluation guidance and methodology detailed at paragraph 3 below.

### 2 CLARIFICATIONS

2.1 Any clarifications relating to an ITC must be submitted in accordance with Clause 11 of the Framework Agreement.

### 3 EVALUATION METHODOLOGY AND GUIDANCE

#### Preliminary Check

3.1 The completed Bidding Sheet will initially be checked to determine that all information has been provided. The Authority will request any missing information from Framework Providers. If the information is not provided following the Authority's request, the Bidding Sheet may be deemed non-compliant.

#### Evaluation Strategy

3.2 Bidding Sheets will be evaluated to determine the most economically advantageous tender, or combination of tenders, to meet the Full Volumetric Requirement. The Authority may select the Full Volumetric Requirement from one Framework Provider, or smaller volumes (in 5,000m<sup>3</sup> parcels) from more than one Framework Provider, which, when combined, make up the Full Volumetric Requirement.

3.3 The Authority reserves the right to award a Call-off Contract to one Framework Provider that can provide the Full Volumetric Requirement in the event that the Full Volumetric Requirement cannot be met by awarding Call-off Contracts to more than one Framework Provider.

3.4 The most economically advantageous tender, or combination of tenders, shall be the one(s) which:

- (a) is/are compliant with all Mandatory Compliance Criteria (MCC) and sub-criteria as detailed at paragraph 3.5 – 3.8 below; and

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(b) represents the lowest total cost to the Authority for the Full Volumetric Requirement, taking into account the Framework Providers’ Firm Premium and Platts Price, as detailed at paragraph 3.9 – 3.12 and shown in the example below.

**Mandatory Compliance Evaluation**

3.5 The Mandatory Compliance Criteria (MCC) are referenced as MCC1, MCC2 etc. on the Bidding Sheet. The sub-criteria within each MCC are referenced MCC1.1, MCC1.2 etc. The MCC and sub-criteria will be evaluated on a PASS / FAIL basis.

3.6 The “Required Response” column on the Bidding Sheet specifies the response required from Framework Providers against each MCC to achieve a pass for the Mandatory Compliance Evaluation.

3.7 MCC and sub-criteria will be evaluated in accordance with the marking scheme below:

| <b>MCC1 FRAMEWORK PROVIDER DELIVERY INFORMATION</b> |      |   |
|---|------|---|
| MCC1.1<br>Nominated<br>delivery<br>location         | PASS | Framework Provider has selected the /one of the acceptable delivery locations stated on the ITC.  |
|   | FAIL | Framework Provider has not selected the / one of the acceptable delivery locations stated on the ITC.   |
| <b>MCC2 COMPLIANCE WITH REQUIREMENT</b>             |      |   |
| MCC 2.1<br>Compliance<br>with<br>specification      | PASS | Framework Provider can fully meet the relevant Fuel specification.  |
|   | FAIL | Framework Provider cannot fully meet the relevant Fuel specification.   |
| MCC2.2<br>Compliance<br>with delivery<br>period     | PASS | Framework Provider can deliver within the required delivery period.   |
|   | FAIL | Framework Provider cannot deliver within the required delivery period.  |
| MCC2.3<br>Volume                                    | PASS | Framework Provider is bidding for volumes in multiples of 5,000m <sup>3</sup> .   |
|   | FAIL | Framework Provider is not bidding for volumes in multiples of 5,000m <sup>3</sup> .   |
| <b>MCC3 FRAMEWORK PROVIDER FIRM PREMIUM</b>         |      |   |
| MCC3.1<br>Framework<br>Provider<br>Firm<br>Premium  | PASS | Framework Provider has provided its Firm Premium for the total volume it is bidding for.  |
|   | FAIL | Framework Provider has not provided its Firm Premium for the total volume it is bidding for.  |
| MCC3.2<br>Framework<br>Provider<br>Firm<br>Premium  | PASS | Framework Provider has confirmed whether or not it is offering a reduced Firm Premium if the Full Volumetric Requirement is awarded to that Framework Provider. |
|   | FAIL | Framework Provider has not confirmed whether or not it is offering a reduced Firm Premium if the Full Volumetric Requirement is awarded to that Framework       |

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|  |      |  |
|--|------|--|
|  |      | Provider.  |
| MCC3.3 Framework Provider Firm Premium | PASS | If Framework Provider has selected yes to MCC3.2, it has provided its reduced Firm Premium for the Full Volumetric Requirement.  |
|  | FAIL | Framework Provider has selected yes to MCC3.2 but has not provided its reduced Firm Premium for the Full Volumetric Requirement. |

3.8 Bidding Sheets which do not achieve a pass for each of the MCC and sub-criteria shall be excluded from the Mini-Competition.

**Price Evaluation**

3.9 All Bidding Sheets which achieve a pass for each of the MCC and sub-criteria shall be entered into the price evaluation.

3.10 The Authority will calculate an estimated Platts Price, based on the average of the ‘mean’ figures published by Platts Marketscan for the month prior to the ITC issue date, for the purpose of estimating the total value of the resultant Call-off Contract(s), and to confirm that the total value does not exceed the Authority’s financial approval limit. In the event that the estimated total value of the resultant Call-off Contract(s) exceeds the Authority’s financial approval limit, the Authority reserves the right to cancel the Mini-Competition. The actual Platts Price which will be paid shall be calculated in accordance with Clause 22 – Pricing.

3.11 Framework Providers shall submit a Firm Premium (\$US/m<sup>3</sup>) for the volume of Fuel they are bidding for, which shall remain the same regardless of whether the Authority accepts one or more 5,000m<sup>3</sup> parcels from that Framework Provider. For the avoidance of doubt, this means that a Framework Provider cannot offer one Firm Premium for (for example) 5,000m<sup>3</sup> and a different Firm Premium for 10,000m<sup>3</sup> and so forth. The exception to this is that Framework Providers can offer a reduced Firm Premium for the Full Volumetric Requirement, if the Authority were to award the Call-Off Contract to that Framework Provider for the Full Volumetric Requirement.

3.12 The Framework Providers’ Firm Premium plus estimated Platts Price shall be used to determine the most economically advantageous tender(s).

3.13 The Framework Provider, or combination of Framework Providers, which can meet the Full Volumetric Requirement for the lowest cost to the Authority, shall be deemed the most economically advantageous tender(s) and be awarded a Call-off Contract. In order to evaluate the most economically advantageous tender(s), the Authority shall calculate the total cost of meeting the Full Volumetric Requirement for the 2 options detailed below and select the option which meets the Full Volumetric Requirement at the lowest total cost:

- (a) Option 1: the total cost for selecting a combination of tenders offering the lowest Firm Premium which, together make up the Full Volumetric Requirement. The Authority will calculate the cost of selecting the maximum number of available parcels from the Framework Provider offering the lowest Firm Premium and so on until the Full Volumetric Requirement is met (see Table 2 below). If the Full Volumetric Requirement cannot be met by a combination of tenders, the Authority reserves the right to award a Call-off Contract to one Framework Provider which submits the most economically advantageous tender under Option 2; and

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(b) Option 2: the total cost for selecting one tender which offers the lowest Firm Premium for the Full Volumetric Requirement. The Authority will calculate the cost of selecting the Full Volumetric Requirement from the Framework Provider offering the lowest Firm Premium (see Table 3 below).

3.14 The tables below show an example of a price evaluation for CLH-PS requirements. The estimated Platts Price is not shown in the example because this will be a constant value for all Framework Providers:

**Example - Full Volumetric Requirement: 35,000 m<sup>3</sup> (7 x 5,000m<sup>3</sup> parcels)**

Table 1 - Framework Providers' Bids

| Framework Providers (FP) which have submitted a bid | No of 5,000m <sup>3</sup> parcels each FP can supply | Vol (m <sup>3</sup> ) that each FP can supply | Firm Premium (\$/ m <sup>3</sup> ) | Total Cost (\$) for each 5,000m <sup>3</sup> parcel offered | Reduced Firm Premium (\$/ m <sup>3</sup> ) if Authority purchases FVR from FP | Total Cost (\$) for each 5,000m <sup>3</sup> parcel offered, after Reduced Firm Premium applied |
|---|--|---|------------------------------------|---|---|---|
| A   | 7  | 35,000  | 3.0                                | 15,000  | 0.5   | 2,500   |
| B   | 3  | 15,000  | 2.0                                | 10,000  | N/A   | 10,000  |
| C   | 2  | 10,000  | -0.5                               | -2,500  | N/A   | -2,500  |
| D   | 7  | 35,000  | 1.5                                | 7,500   | 1.0   | 5,000   |

Table 2 - Option 1: combination of tenders to make up Full Volumetric Requirement (FVR)

| FP | No of 5,000m <sup>3</sup> parcels to be taken per FP  | Total \$/ 5,000m <sup>3</sup> parcel | Total \$/ FP  |
|----|---|--------------------------------------|---------------|
| A  | 0   | 15,000                               | 0             |
| B  | 0   | 10,000                               | 0             |
| C  | 2<br>(under Option 1, the Authority would take the max no of parcels from FP C as it offers lowest Firm Premium)                        | -2,500                               | -5,000        |
| D  | 5<br>(under Option 1, the Authority would make up the remaining required parcels from FP D as it offers the second lowest Firm Premium) | 7,500                                | 37,500        |
|    |   | <b>Total \$ for requirement</b>      | <b>32,500</b> |

Table 3 – Option 2: one tender to supply FVR

| FP | No of 5,000m <sup>3</sup> parcels to be taken per FP | Total \$/ 5,000m <sup>3</sup> parcel | Total \$/ 5,000m <sup>3</sup> parcel (with reduced Firm Premium) | Total \$/ FP |
|----|--|--------------------------------------|--|--------------|
|----|--|--------------------------------------|--|--------------|

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|   |   |        | applied)                        |  |
|---|---|--------|---------------------------------|--|
| A | 7 | 15,000 | 2,500                           | 17,500<br>(under Option 2, the Authority would take the FVR from FP A, as it offers the lowest reduced Firm Premium) |
| B | 0 | 10,000 | 10,000                          | 0  |
| C | 0 | -2,500 | -2,500                          | 0  |
| D | 0 | 7,500  | 5,000                           | 35,000   |
|   |   |        | <b>Total \$ for requirement</b> | <b>17,500</b>  |

Table 1 shows that:

- (a) Framework Provider C offers the lowest Firm Premium for each 5,000m<sup>3</sup> parcel, followed by Framework Provider D;
- (b) Framework Providers A and D are able to provide the Full Volumetric Requirement, and both offer a reduced Firm Premium if the Full Volumetric Requirement is purchased from them; and
- (c) Framework Provider A's reduced Firm Premium is lower than that of Framework Provider D.

3.14 Table 2 illustrates that the most economically advantageous combination of tenders under Option 1 is 2 parcels from Framework Provider C (-\$5,000) plus 5 parcels from Framework Provider D (\$37,500), resulting in a total cost for the Full Volumetric Requirement of \$32,500.

3.15 Table 3 illustrates that the most economically advantageous tender under Option 2 is Framework Provider A, which offers the lowest reduced Firm Premium for the Full Volume Requirement (\$17,000 for all 7 parcels).

3.16 Option 1 (\$32,500) and Option 2 (\$17,500) would then be evaluated to determine the most economically advantageous solution. In the example above, the most economically advantageous solution is awarding one Call-off Contract to Framework Provider A for the Full Volumetric Requirement at a cost of \$17,500.

## **ANNEX D – REQUIRED INSURANCES**

### **1. Third Party Public & Products Liability Insurance**

#### **1.1 Insured**

The Supplier

#### **1.2 Interest**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

1.2.1 death or bodily injury to, or sickness, illness or disease contracted by any person;

1.2.2 loss of or damage to property;

happening during the Period of Insurance and arising out of, or in connection with, the provision of any services and in connection with the Framework Agreement.

#### **1.3 Limit of Indemnity**

Not less than fifty million pounds (£50,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but fifty million pounds (£50,000,000) any one occurrence and in the aggregate per annum in respect of products liability and pollution liability.

#### **1.4 Territorial Limits**

Worldwide

#### **1.5 Period of Insurance**

From the date of this Framework Agreement and for the duration of the Framework Agreement and renewable on an annual basis unless agreed otherwise.

#### **1.6 Cover Features and Extensions**

1.6.1 Indemnity to principals clause.

1.6.2 Contingent motor liability.

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1.6.3 Airside third party liability where appropriate and to the extent that there is a relevant risk to be insured by the Supplier.

### 1.7 Principal Exclusions

1.7.1 War and related perils.

1.7.2 Nuclear and radioactive risks.

1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

1.7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

1.7.7 Liability arising from the ownership, possession or use of any aircraft or marine Vessel.

1.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

### 2. Compulsory / statutory insurances

2.1 The Supplier is required to meet its United Kingdom and any other statutory insurance obligations worldwide in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance, including airside motor third party liability where appropriate and to the extent that there is a relevant risk to be insured by the Supplier.

2.2 The limit of indemnity for the employers' liability insurance shall be for any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance.

### 3. Protection and Indemnity Insurance (Ocean Tanker Delivery Duty Paid only)

3.1 Protection and Indemnity Insurance via a mutual entry in an International Group P&I Club.

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Annex E to  
DFFS/5072  
Dated 15 November 2016

ANNEX E – CAPABILITY MATRIX

| SUPPLIER              | F-34<br>(AVTUR- FSII) | F-34<br>(AVTUR- FSII) | F-35 (AVTUR) |     |               |                  | F-44 (AVCAT) | F-76 | F-54 (ULGAS)               | F-67 (ULGAS)               |
|-----------------------|-----------------------|-----------------------|--------------|-----|---------------|------------------|--------------|------|----------------------------|----------------------------|
|                       | ROAD<br>ALDERGROVE    | ROAD KENYA            | CLH-PS       | FOB | DDP<br>CYPRUS | DDP<br>INVERNESS | FOB          | FOB  | NO FORECAST<br>REQUIREMENT | NO FORECAST<br>REQUIREMENT |
| Air BP                | ✓                     | ✗                     | ✗            | ✗   | ✗             | ✓                | ✗            | ✗    | ✗                          | ✗                          |
| BP Oil International  | ✗                     | ✗                     | ✓            | ✓   | ✓             | ✗                | ✓            | ✓    | ✓                          | ✓                          |
| CEPSA                 | ✗                     | ✗                     | ✗            | ✓   | ✗             | ✗                | ✓            | ✓    | ✓                          | ✓                          |
| Cetas (Gulf Aviation) | ✓                     | ✗                     | ✗            | ✗   | ✗             | ✗                | ✗            | ✗    | ✗                          | ✗                          |
| Chevron               | ✗                     | ✗                     | ✗            | ✗   | ✗             | ✗                | ✓            | ✗    | ✗                          | ✗                          |
| Kuwait Petroleum      | ✗                     | ✗                     | ✓            | ✗   | ✗             | ✗                | ✗            | ✗    | ✗                          | ✗                          |
| Maersk                | ✗                     | ✗                     | ✓            | ✓   | ✓             | ✓                | ✓            | ✓    | ✗                          | ✗                          |
| MOH                   | ✗                     | ✗                     | ✗            | ✓   | ✓             | ✓                | ✓            | ✓    | ✓                          | ✓                          |
| Shell UK              | ✗                     | ✗                     | ✓            | ✗   | ✗             | ✗                | ✗            | ✗    | ✗                          | ✗                          |
| World Fuel Services   | ✓                     | ✓                     | ✓            | ✓   | ✓             | ✓                | ✓            | ✓    | ✓                          | ✓                          |



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Annex G to  
DFFS/5012  
Dated 15  
November 2016  
**DEFFORM 539A**

**ANNEX G – SUPPLIER’S COMMERCIALLY SENSITIVE INFORMATION FORM**

**NB: To be completed post award of Framework Agreement following Supplier’s completion of Tenderer’s Commercially Sensitive Information Form**

|   |
|---|
| Contract Ref No: DFFS/5072  |
| Description of Supplier’s Commercially Sensitive Information:   |
| Cross Reference(s) to location of sensitive information in Tender / Contract:   |
| Explanation of Sensitivity:   |
| Details of potential harm resulting from disclosure:  |
| Period of Confidence (if applicable):   |
| Contact Details for Transparency / Freedom of Information matters:<br>Name:<br>Position:<br>Address:<br>Telephone Number:<br>email Address: |

**ANNEX H – DEFFORM 68 (Edn 06/15)  
HAZARDOUS ARTICLES, DELIVERABLES, MATERIALS OR SUBSTANCES STATEMENT BY  
THE SUPPLIER**

**Contract Number:** DFFS/5072

**Contract Title:** Bulk Fuels Framework Agreement - 5072

**Contractor:**

**Date of Contract:**

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

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with either:

DEFCON 68  ; or

Clause 17 of Standardised Contract 1 Conditions

Contractor's Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

---

**To be completed by the Authority**

**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

ANNEX I – CALL-OFF CONTRACT TEMPLATE



Ministry  
of Defence

**[Name of Commercial Officer]**  
**[Title]**

Defence Fuels Acquisition Programme  
(DFAP)  
Logistics Delivery Operating Centre  
(LDOC)  
Cedar 3a, #3338, NH3  
MOD Abbey Wood  
Bristol, BS34 8JH



Tel: 030 679 **[Extension]**  
Email: **[Email]**

---

**[Framework Provider's Address]**

FAO: **[Framework Provider's  
Authorised Representative]**

Reference:  
DFFS/5072/**[ITC Ref No]**

Date: **[Date]**

---

Dear Sirs,

**OFFER OF CONTRACT DFFS/5072/[ITC Ref No]**  
**BULK FUELS FRAMEWORK AGREEMENT – 5072**  
**SUPPLY AND DELIVERY OF [Requirement]**

**Reference:** Email Response to Invitation to Compete dated **[date of ITC response]**.

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of Call-off Contract, detailed in the attached Schedule of Requirements. The Schedule, together with Framework Agreement DFFS/5072, describes the requirements and sets out the terms and conditions which will take effect on acceptance by you of the Department's offer.
2. If you wish to accept this offer, please complete and sign two copies of the DEFFORM 10, returning the original signed document by post and a copy to me by email within 2 working days of the date of this offer. Your acceptance of the Department's offer must be unqualified. If you do not accept the Department's offer within the period specified, then the Department's offer will lapse.
3. All terms and conditions of the overarching Framework Agreement DFFS/5072, the Schedule of Requirements and Annex A to the Schedule of Requirements shall apply.

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4. No Call-off Contract will come into existence until you have accepted the Department's offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this offer, the Department shall not be responsible in any way whatsoever for any:

work undertaken by you; or

incurred by you.

5. When you have accepted the Department's offer in accordance with paragraph 2 above, you must proceed with the performance of the Call-off Contract in accordance with the terms and conditions of Framework Agreement DFFS/5072 and Annex A to the Schedule of Requirements attached to this offer.

6. Nothing contained in this offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any condition of Call-off Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely

**[Name of Commercial Officer]**  
**[Commercial Officer Role Title]**

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|  |   |  |
|--|---|--|
| <b>Supplier:</b><br><br><b>[Framework Provider's Name and Address]</b> | MINISTRY OF DEFENCE<br>SCHEDULE OF REQUIREMENTS<br>FOR THE SUPPLY AND DELIVERY OF<br><b>[Requirement]</b> | Contract No:<br>DFFS/5072/ <b>[ITC Ref No]</b> |
| Issued with: Offer of Contract Letter on: <b>[date]</b>                |   |  |

**Table 1 - Items**

| Item No | Description                          | Estimated Annual Volume m <sup>3</sup> | Firm Price           |
|---------|--------------------------------------|--|----------------------|
| 1       | <b>[Fuel Type and specification]</b> | <b>[Volume]</b>                        | See Attached Annex A |

**Table 2 - Packaging Requirements**

|                |  |
|----------------|--|
| <b>Item No</b> | 3 Packaging Spec/Special Markings etc. |
|                | N/A                                    |

**Table 3 – Delivery Period**

| Item No | Start   | Rate                 | Finish  | CONDITIONS OF CONTRACT<br><br>The terms and conditions of Framework Agreement DFFS/5072 and Annex A to this Schedule shall apply to this Call-off Contract. |
|---------|---|----------------------|---|---|
| 1       | <b>[Start date of delivery period or Call-off Contract]</b> | As Authorised Orders | <b>[End date of delivery period or Call-off Contract]</b> |   |
|         |   |                      |   |   |

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**ANNEX A TO SCHEDULE OF REQUIREMENTS DFFS/5072/[ITC Ref No]**

**Duration of the Contract**

Supply and Delivery of the Fuel detailed in the Schedule of Requirements (SOR) shall take place during the period **[date]** to **[date]**.

**Pricing Mechanism**

The Pricing Mechanism shall be the **[enter appropriate pricing mechanism in accordance with Clause 22 of Framework Agreement. E.g. “average of the mean of the month prior to delivery (M-1)”]** published by the Platts Marketscan under the heading **[enter Platts heading. E.g. “CIF NWE ARA JET (Code PJAAU00)”]**.

**Pricing Schedule:**

The premium stated below shall apply and remain firm (not subject to variation) for the duration of the Call-off Contract.

| <b>Item</b> | <b>Fuel Type and Delivery Location</b>                           | <b>Dates</b>            | <b>Firm Premium US\$/m<sup>3</sup></b>      |
|-------------|--|-------------------------|---|
| 1           | <b>[Fuel Type and delivery location or FOB collection point]</b> | <b>[date] to [date]</b> | <b>[premium in US \$ per m<sup>3</sup>]</b> |

**Payment**

Payment shall be made in US dollars (\$) for Fuel delivered in accordance with the Framework Agreement and this Call-off Contract. Please note that the Early Payment Discount **\*shall / shall not (\*delete as appropriate)** apply to this requirement.

**Invoicing**

Invoices shall be submitted in accordance with Clause 23 of the Framework Agreement.

**Delivery**

Delivery requirements are detailed at Appendix **[enter relevant appendix]** to Annex B of the Framework Agreement.

**ANNEX J – CALL-OFF CONTRACT ORDER FORM**

(Authority to complete Call-off Contract ref and submit Order Form to Authorised Demanders following award of Call-off Contract)

This Call-off Contract Order Form is submitted to the Supplier under Call-off Contract ref DFFS/5072/**[Authority to enter Call-off Contract ref]** to notify the Supplier of the Customer’s requirement as detailed below.

The Supplier shall only accept Orders from the Authorised Demanders identified at Clause 18 of the Framework Agreement, or as notified by the Authority from time to time.

If you wish to accept this Order, please complete and sign the ‘Acceptance of Order’ section below and return to the Customer no later than 24 hours following receipt of the Order. Upon acceptance of the Order, the Supplier shall proceed with performance of the Order, in accordance with the Terms and Conditions of Framework Agreement DFFS/5072 and Call-off Contract DFFS/5072/**[Authority to enter Call-off Contract ref]**.

| <b>CUSTOMER TO COMPLETE</b>              |  |
|--|--|
| Call-off Contract ref                    | DFFS/5072/ <b>[Authority to enter Call-off Contract ref]</b> . |
| Order purchase number                    |  |
| Date of Order                            |  |
| Fuel Type                                |  |
| Fuel volume / quantity                   |  |
| Required delivery date / delivery window |  |
| Additional delivery specific information |  |

| <b>ACCEPTANCE OF ORDER<br/>SUPPLIER TO COMPLETE</b>  |  |
|--|--|
| Supplier’s Authorised Representative name and contact details, for matters concerning this Order   |  |
| Delivery ticket number   |  |
| Proposed delivery date / delivery window   |  |
| <p>We acknowledge receipt of your Customer Order Form, reference <b>[Supplier to enter Order purchase number]</b> dated <b>[Supplier to enter date of Order]</b>, and confirm that we accept the Order contained therein. We understand that by accepting the Order, we are entering into a legally binding contract and agree to be bound by the Terms and Conditions of Framework Agreement DFFS/5072 and the Call-off Contract referenced in the Customer Order Form. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Call-off Contract. We confirm that we are proceeding with the work.</p> <p>Signed by:<br/>Name (Block Capitals):<br/>Position:<br/>For and on behalf of:<br/>Authorised Signatory:<br/>Date:</p> |  |

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APPENDIX TO FRAMEWORK AGREEMENT – DEFFORM 111

Addresses and Other Information

**1. Commercial Officer**

DES Commodities-Comrci-Fuel  
Commercial Manager  
DE&S Logistics Delivery Operating Centre  
Commercial Fuels Team  
Elm 2a, #4237, NH4  
DE&S Abbeywood  
Bristol BS34 8JH

Tel: 030 679 83562 / 030 679 83561  
Email: DES Commodities-Comrci-Fuel@mod.uk

**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

**2. Project Manager, Equipment Support Manager or PT Leader**

(from whom technical information is available)

DESLDProgMgt-DFAP-FCMO  
Fuels Commissioning and Management Organisation (FCMO)  
DE&S Logistics Delivery Operating Centre  
Elm 2a, #4237, NH4  
DE&S Abbeywood  
Bristol BS34 8JH

Tel: 030 679 33790 / 030 679 83601 / 030 679 85729  
Email: DESLDProgMgt-DFAP-FCMO@mod.gov.uk

**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority**

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

**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

[www.freightcollection.com](http://www.freightcollection.com)

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

Tel No:

(b) U.I.N.

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

**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>

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

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

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arcott

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

**Applications via fax or email:** [DESLCSLs-](mailto:DESLCSLs-OpsFormsandPubs@mod.uk)

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

**Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Conditions. **OFFICIAL-SENSITIVE COMMERCIAL**

**AQAPS** and **DEF STANs** are available from UK Defence Standardisation, for access to the documents and details of the

**NOTES**

**1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms eg. AGP Form 173, are available from the website address shown at Box 11.

**2.\*** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

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