

Defence Equipment & Support

DFAP/0028/b – SINGAPORE FUELS FRAMEWORK AGREEMENT

SUPPLY & DELIVERY OF F-44/JP5 TO SINGAPORE Terms and Conditions of Framework Agreement



Equipping and Supporting our Armed Forces

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SINGAPORE FUELS FRAMEWORK AGREEMENT – DFAP/0028/b

THIS FRAMEWORK AGREEMENT is dated 01 January 2021.

BETWEEN:

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

and

(2) BP Singapore PTE Ltd
(each a “**Party**” and together the “**Parties**”)

General Conditions

DEFCON 005J (Edn. 18/11/16) - Unique Identifiers
DEFCON 68 (Edn. 02/19) – Supply of Data for Hazardous Articles, Materials & Substances
DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form
DEFCON 501 (Edn. 11/17) - Definitions and Interpretations
DEFCON 502 (Edn. 05/17) - Specifications Changes
DEFCON 503 (Edn. 12/14) - Formal Amendments To Contract
DEFCON 507 (Edn. 10/18) – Delivery
DEFCON 513 (Edn. 11/16) - Value Added Tax
DEFCON 514 (Edn. 08/15) - Material Breach
DEFCON 515 (Edn. 02/17) - Bankruptcy and Insolvency
DEFCON 516 (Edn. 04/12) – Equality
DEFCON 518 (Edn. 02/17) – Transfer
DEFCON 520 (Edn. 05/18) - Corrupt Gifts and Payments of Commission
DEFCON 522 (Edn. 11/17) - Payment and Recovery of Sums Due
DEFCON 524 (Edn 02/20) – Rejection
DEFCON 524A (Edn (02/20) – Counterfeit Material
DEFCON 526 (Edn. 08/02) – Notices
DEFCON 527 (Edn. 09/97) – Waiver
DEFCON 528 (Edn. 07/17) - Import and Export Licences
DEFCON 529 (Edn. 09/17) – Law (English)
DEFCON 530 (Edn. 12/14) – Dispute Resolution (English Law)
DEFCON 531 (Edn. 11/14) - Disclosure of Information
DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment
DEFCON 537 (Edn. 06/02) - Rights of Third Parties
DEFCON 538 (Edn. 06/02) – Severability
DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law
DEFCON 566 (Edn. 12/18) - 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. 08/18) - Contractor's Records
DEFCON 612 (Edn. 10/98) – Loss Of Or Damage To The Articles
DEFCON 620 (Edn. 05/17) - Contract Change Control Procedure
DEFCON 621B (Edn. 10/14) – Transport (If Contractor 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. 12/18) – Framework Agreements
DEFCON 632 (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions
DEFCON 642 (Edn. 06/14) – Progress Meetings
DEFCON 646 (Edn. 10/98) – Law And Jurisdiction (Foreign Suppliers)
DEFCON 656B (Edn. 08/16) – Termination for Convenience – Over £5Million
DEFCON 658 (Edn. 10/17) – Cyber
DEFCON 670 (Edn. 02/17) – Tax Compliance

DEFCON 675 (Edn. 09/19) - Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)

DEFCON 678 (Edn. 09/19) - SME Spend Data Collection

DEFCON Additional Notes:

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

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

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

***DEFCON 658 Note: The Cyber Risk Profile is Very Low. The associated Risk Assessment Reference (RAR) is: RAR-77GK6ACU

DEFENCE FORMS

DEFFORM 10 (Edn 07/18) – Acceptance Of Offer Of Contract

DEFFORM 10B (Edn.03/14) – Acceptance of Offer of Amendment to Contract

DEFFORM 68 (Edn. 06/15) – Hazardous Articles, Materials or Substances Statement by the Contractor.

DEFFORM 111 (Edn. 05/19) – Appendix – Addresses and Other Information

1. Definitions

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

“Accurate Invoice” means an invoice submitted by the Framework Provider in accordance with Special Condition 10 using the calculations detailed in Special Condition 9 that the Authority confirms in writing is accurate.

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

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

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

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

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

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

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

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

“Call-Off Contract” means a specified Contract for the supply of Fuel made between the Authority and the Framework Provider pursuant to the provisions of the Framework Agreement. A template Call-Off Contract is at Appendix 1 to Annex B. Call-Off Contracts awarded under this Framework Agreement will be for one-off deliveries.

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

“Contracting, Purchasing & Financing (CP&F)” means the Authority’s mandated strategic purchasing tool. It enables electronic ordering, receipting and invoicing.

“Conversion Factor” means the FIRM element used in calculating the Unit Price that reflects the conversion of the price of Fuel from US\$ per barrel to the price of Fuel in US\$ per 1000 litres (m3) as provided in Special Condition 9.4

“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 [here](#).

“DEFFORM” is a Defence Form which the Framework Provider is required to complete as required. DEFFORMs can be accessed [here](#)

“Delivery Duty Paid (DDP)” has the meaning given to it in the latest version of the International Commercial Terms (Incoterms®) subject to Special Condition 18.

“Delivery Window” means the period within which the Framework Provider shall supply Fuel as specified on each Call-Off Contract. This period will be between 0800hrs

on a Monday and 1159hrs on a Friday. All times specified will be Singapore local.

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

“EXOSTAR” means the platform used by suppliers for processing electronic payments, and submitting invoices. Exostar works in conjunction with the Authority’s CP&F tool. More information can be found [here](#).

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

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

“Framework Agreement Commencement Date” means the 01 January 2021

“Framework Agreement Expiry Date” means the 31 December 2024

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

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

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

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

“Fuel Volume” means the volume of Fuel agreed on the BoL subject to Special Condition 7.7.

“International Commerce Terms (Incoterms®)” means the rules that explain a set of three-letter domestic and international trade terms reflecting business-to-business practice. They can be found [here](#).

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

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

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

“Invoice Value” The value shown on the Framework Providers Accurate Invoice having multiplied the Unit Price by the Fuel Volume in accordance with Special Condition 9.4.

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

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

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

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

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

“Platts Index” means the Platts Marketscan code appropriate for the fuel type which shall be used to calculate the price of Fuel, in accordance with Special Condition 9.7.

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

“Platts Price” means the price of the Fuel, determined by Platts Marketscan, as calculated in accordance with Special Condition 9.4.

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

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

“Safety of Life at Sea Regulations (SOLAS) Convention” is an international treaty concerning the safety of merchant ships. The main objective of the SOLAS Convention is to specify minimum standards for the construction, equipment and operation of ships, compatible with their safety. Flag states are responsible for ensuring that ships under their flag comply with its requirements, and a number of certificates are prescribed in the Convention as proof that this has been done. Control provisions also allow contracting governments to inspect ships of other contracting states if there are clear grounds for believing that the ship and its equipment do not substantially comply with the requirements of the Convention - this procedure is known as port state control.

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

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

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

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

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

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

“Total Price” means the total price payable by the Authority to the Framework Provider for each individual Call-Off Contract as calculated in accordance with Special Condition 9.5.

“Unit Price” means the price applicable per 1000 litres of Fuel supplied under each Call-Off Contract in US\$ per m3, as calculated in accordance with Special Condition 9.4.

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

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

References in DEFCONs to Contract shall denote this Framework Agreement.

Special Conditions

2. Scope of the Requirement

2.1. This Framework Agreement governs the relationship between the Parties in respect of the provision of Fuel to Singapore.

2.2. The range of Fuels to be supplied by the Framework Provider to the Authority under this Framework Agreement shall be those detailed on the Statement of Requirement (StOR) at Annex B. The Authority shall not be bound to accept any fuel types supplied by the Framework Provider other than those detailed on the Statement of Requirement (StOR) at Annex B.

3. Duration

3.1. The Framework Agreement shall take effect from the Framework Agreement Commencement Date and shall continue, unless terminated earlier in accordance with the provisions of the Framework Agreement or otherwise by operation of Law, until the Framework Agreement Expiry Date.

3.2. Upon termination or expiry of the Framework Agreement no new Call-Off Contracts shall be placed.

3.3. Call-Off Contracts placed within the Framework Agreement Term may be completed after the Framework Agreement Expiry Date.

4. Precedence

4.1. In the event of conflict between the Terms and Conditions of the Framework Agreement, or any Call-Off Contract, or the Framework Agreement Annexes or any other associated documents, the Terms and Conditions of the Framework Agreement shall take precedence, in accordance with DEFCON 501.

4.2. In the event of conflict between the DEFCONs (other than DEFCON 537) and Special Conditions, the Special Conditions shall take precedence.

4.3. Where the Framework Provider believes a conflict exists within the Framework Agreement, he shall bring this to the attention of the Authority at the earliest opportunity for consideration.

4.4. In all cases of a conflict between the Terms and Conditions of the Framework Agreement, or any Call-Off Contracts, or the Framework Agreement Annexes or any associated documents the Authority shall discuss these matters with the Framework Provider with a view to resolving the issues; however, the Authority's decision shall be final and conclusive in all matters.

4.5. The Framework Provider agrees that any other terms and conditions or any general

reservations, which may be printed on any of the Framework Provider's correspondence, shall not be applicable to this Framework Agreement.

5. Warranties and Representations

5.1. The Framework Provider warrants, represents and undertakes to the Authority that:

5.1.1. it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Framework Agreement;

5.1.2. this Framework Agreement is executed by a duly authorised representative of the Framework Provider;

5.1.3. in entering this Framework Agreement, it has not committed any fraud;

5.1.4. in entering this Framework Agreement, it has not committed or agreed to commit a prohibited act including any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;

5.1.5. in entering this Framework Agreement, it has no knowledge, that:

5.1.6. in connection with it, any money or other inducement has been, or will be, paid to any person working for or engaged by the Authority or any other public body or any person engaged or employed by or on behalf of the Authority in connection with this Framework Agreement; and

5.1.7. an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Authority before execution of this Framework Agreement;

5.1.8. this Framework Agreement shall be performed in compliance with all Laws (as amended from time to time) and all applicable standards;

5.1.9. as at the Framework Agreement Commencement Date, all information, statements and representations contained in the tender for the Fuel are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority prior to execution of the Framework Agreement and it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the tender shall be deemed repeated in this Framework Agreement; all written statements and representations in any written submissions made by the Framework Provider 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 Framework Provider has otherwise disclosed to the Authority in writing prior to the Framework Agreement Commencement Date;

5.1.10. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under this Framework Agreement;

5.1.11. it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement;

5.1.12. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Framework Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Framework Provider's assets or revenue;

5.1.13. it owns, has obtained or is able to obtain valid licences for all intellectual property rights that are necessary for the performance of its obligations under this Framework Agreement and shall maintain the same in full force and effect.

5.2. The Framework Provider also warrants, represents and undertakes to the Authority that:

5.2.1. in the three (3) years prior to the Framework Agreement Commencement Date (or from when the Framework Provider was formed if in existence for less than three (3) years prior to the Framework Agreement Commencement Date):

5.2.1.1. it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and

5.2.1.2. it has been in full compliance with all applicable securities and tax Laws and regulations in the jurisdiction in which it is established; and

5.2.1.3. it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under this Framework Agreement; and

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

5.4. The Framework Provider acknowledges and agrees that:

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

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

6. Specification of Fuel

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

7. Volumes

7.1. The estimated annual volumetric requirement is detailed in Tables 2 and 3 of the Statement of Requirements (StOR) at Annex B for information only. The Authority does not bind itself to order any quantity of any Fuel under this Framework Agreement.

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

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

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

7.5. The Authority will not be bound to pay for the total volume ordered, if the actual volume received does not match the volume ordered as per Special Condition 7.7

7.6. The Authority will pay against the volume represented on the Bill of Lading (BoL) subject to Special Condition 7.7.

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

8. Call-Off Contract Procedure

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

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

9. Pricing

9.1. For each Call-Off Contract a Unit Price (**UP**) shall be calculated on the basis of a VARIABLE element and two FIRM elements using the calculation detailed at Special Condition 9.4.

9.2. The VARIABLE element to determine the Unit Price shall be:

9.2.1. The Platts Price (**PP**) – this is the price for the basic product(s) cost and shall be subject to changes in the relevant published Platts Marketscan prices.

9.3. The FIRM elements to determine the Unit Price shall remain unchanged for the period of the Framework Agreement and shall be:

9.3.1. The Conversion Factor (**CF**) - this element reflects the conversion of the price of Fuel from US\$ per barrel to the price of Fuel in US\$ per 1000 litres (m3).

9.3.2. The Framework Provider Premium (**FPP**) – this element is the premium as detailed in the SOR, including all of the Framework Provider costs to deliver the Fuel and the supplier profit margin.

9.4. The method of calculation of the Unit Price for each Call-Off Contract shall be as follows:

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

Where:

UP = The Unit Price – The price applicable per 1000 litres of Fuel supplied under each Call-Off Contract in US\$ per m3.

PP = The Platts Price - Each business day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The relevant Platts Index for each Fuel type is detailed at Special Condition 10.7. The Platts Price shall be calculated by taking the average of the published 'mean' figures for the relevant Platts Index for the 5 days centred on the BoL date (2 days before BoL date, BoL date, 2 days after BoL date). In the event that the BoL date is a Saturday; the 5 days shall be Wed, Thurs, Fri, Mon, Tue. If the BoL date is a Sunday; the 5 days shall be Thurs, Fri, Mon, Tue, Wed. In the event that the BoL date is a Bank Holiday; the 5 days shall be the published 2 days prior to loading and the published 3 days after loading.

CF = Conversion Factor – **6.2898**, where 6.2898 barrels = 1000 litres (1M3)

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

9.5. The Total Price (**TP**) is the amount payable to the Framework Provider for each Call-Off Contract and will be determined by using two VARIABLE elements in the calculation at Special Condition 9.6.

9.6. The VARIABLE elements to determine the Total Price shall be:

9.6.1. The Unit Price (**UP**)

9.6.2. The Fuel Volume (**V**) - the volume of Fuel delivered in accordance with the BoL, subject to Special Condition 8.7.

$$TP=UP \times V$$

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

F-76 – F-76 - (POABC00) FOB Singapore Gasoil

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

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

10. Submission of Invoices

10.1. The Authority shall use CP&F to make payment. Due to the tolerance in volumes the Authority and Framework Provider are required to carry out the CP&F and Exostar 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 CP&F. The Authority will review the invoice and following agreement on the value on the "NOT FOR PAYMENT" invoice the Authority shall raise a purchase order on CP&F and inform the Framework Provider that this action has been completed. The Framework Provider shall then be required to submit an invoice via Exostar that will match the purchase order on CP&F.

10.2. The value shown on the invoice shall be in US Dollars to the nearest 2 decimal places using conventional rounding.

10.3. The invoice submitted shall clearly specify:

- 10.3.1. delivery date;
- 10.3.2. Fuel type;
- 10.3.3. volume (m³) delivered and receipted;
- 10.3.4. Unit Price in US \$ dollars per m³; and
- 10.3.5. Total Price

10.4. All invoices shall be accompanied by the following required supporting documentation to confirm the volume of Fuel invoiced: -

- 10.4.1. The Bill of Lading certified by the Authority. The Bill of Lading Date shall be the date that the delivery Vessel has completed loading.

10.5. The date of the invoice will be no earlier than the completion of delivery.

10.6. Invoices shall be sent by e-mail to:

DESLDChgMgt-DFAP-OpsMgr@mod.gov.uk
DESCommodities-Comrcl-Fuel@mod.gov.uk

11. Payment

11.1. Payment shall be made via CP&F in accordance with the procedure detailed at Special Condition 11 "Submission of Invoices" and DEFCON 522.

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

12. Delivery Restrictions

12.1. The Framework Provider shall comply at all times with the delivery restrictions detailed at paragraph 7, 8, 9, 10 and 11 of the Statement of Requirement (StOR) at Annex B.

13. Sampling and Testing

13.1. The Framework Provider shall comply with all procedures for sampling and testing of Fuel as detailed in paragraphs 12 to 22 of the Statement of Requirement (StOR) at Annex B.

13.2. The Authority reserves the right to conduct any additional sampling and testing it requires, at any point prior to the Framework Provider receiving written confirmation from the Authority of compliance to the relevant specification after final quality testing (as detailed in the StOR at Annex B). The Authority shall be liable for the cost of any additional testing, unless any sample taken from the Fuel is found not to comply with the requirements of the relevant Fuel specification. If the sample taken does not comply with the relevant Fuel specification, the Framework Provider shall be liable for the costs of the additional sampling and /or testing. Additionally, the Fuel may be rejected in accordance with DEFCON 524 – Rejection and Special Condition 14 - Rejection.

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

14. Rejection

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

14.1.1. Testing of Fuel in accordance with paragraph 12 of the Statement of Requirement (StOR) at Annex B and Special Condition 13 – Sampling and Testing

14.1.2. The analysis detailed on the refinery CoQ and in accordance with paras 23, 24 and 25 of the Statement of Requirement (StOR) at Annex B.

14.1.3. Testing of Fuel at the point of delivery in accordance with paragraph 28, 29 and 30 of the Statement of Requirement (StOR) at Annex B.

14.1.4. Final quality tests in accordance with paras 31 and 32 of the Statement of Requirement (StOR) at Annex B.

14.1.5. Where any contamination of the Fuel has occurred in accordance with paragraphs 34 of the Statement of Requirement (StOR) at Annex B.

14.2. Where Fuel has been rejected in accordance with Special Condition 14.1, the Framework Provider shall, subject to DEFCON 524, remove the rejected Fuel at the Framework Providers expense within fourteen (14) days of written notice by the Authority. The Framework Provider shall be liable for any costs incurred by the Authority associated with the removal of the rejected Fuel and the Authority shall have the right to either:

14.2.1. Require that the Framework Provider replace the rejected Fuel with Fuel that conforms to the relevant specification detailed in the Call-Off Contract in accordance with DEFCON 524. This action must be completed within the fourteen (14) days notification provided in Special Condition 14.2.

or:

14.2.2. Terminate the relevant Call-Off Contract, obtain replacement Fuel and claim any associated damages in accordance with DEFCON 514.

15. Laytime and Demurrage

15.1. Laytime shall commence:

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

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

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

15.2.1. prior to receipt and acceptance of the Certificate of Quality (CoQ) by the Authority in accordance with paragraph 23 of the Statement of Requirement (StOR); and/or

15.2.2. in the event that the local restrictions within the Statement of Requirement (StOR) at Annex B have not been complied with.

15.3. The Framework Provider shall advise the Authority the total number of hours for Laytime purposes and the applicable demurrage rate being applied to the vessel in US Dollars per day after the Authority has issued a Call-Off Contract and before commencement of the Delivery Window. This shall be the Demurrage charge payable to the Framework Provider (charged pro-rata to the nearest fifteen (15) minutes) in the event that the Authority accepts liability for Demurrage charges. The Framework provider should notify the Authority of any claim within Sixty (60) days of completion of discharge and provide a fully documented claim within Ninety (90) days of completion of discharge. Failure to notify and provide a fully documented claim within these limits will be time barred. If the Framework Provider incurs additional direct costs as a result of a delay, the Framework Provider shall submit an itemised breakdown of the charges, with supporting evidence and, where applicable, receipts, which will be considered by the Authority. Notification of claim(s) shall be within Sixty (60) days of completion of discharge and a fully documented claim provided within Ninety (90) days of discharge. Failure to notify and provide a fully documented claim within these limits will be time barred.

15.4. Laytime shall cease upon disconnection of shore hoses following completion of discharge. If the Framework Provider's maximum permitted Laytime is exceeded, the Framework Provider shall be responsible for any Demurrage charges unless such a delay is caused by the Authority.

15.5. The Authority reserves the right to instruct the Vessel to halt discharge and depart the berth if the discharge and departure of the Vessel will not be completed within the Delivery Window (by 2359hrs on the Friday). In this event, the Authority will not accept any Demurrage and/or liability for un-discharged Fuel. The Authority reserves the right to reject any Vessel arriving outside of Delivery Window. The Framework Provider is not entitled to claim any Demurrage costs if the Notice of Readiness (NOR) is declared prior to 0800hrs on the Monday or if completion of discharge and departure of the Vessel has not occurred prior to 2359hrs on the Friday. All times are local

15.6. Any claim for Demurrage shall be submitted to the Commercial Officer at Box 1 of DEFFORM 111.

16. Quality Assurance

16.1. The Framework Provider shall have an appropriate quality management system or hold appropriate quality certification relevant to the scope of this Framework Agreement.

16.2. The Framework Provider shall maintain a Quality Management System or quality certification in accordance with Special Condition 16.1 for the Framework Agreement Term.

17. Insurance

17.1. Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Framework Agreement, the Framework Provider shall for the periods specified in Annex D to Special Condition 17 (Required Insurances) take out and maintain or procure the taking out and maintenance of the insurances as set out under this Special Condition 17 and Annex D to Special Condition 17 (Required Insurances) and any other insurances as may be required by Law, together the Required Insurances. The Framework Provider shall ensure that each of these Required Insurances are effective in each case not later than the date on

which the relevant risk commences.

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

17.3. Where specified in Annex D to Special Condition 17 (Required Insurances) the Framework Provider shall ensure that the relevant policy of insurance shall contain an indemnity to principals Special Condition or additional insureds equivalent, 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 Framework Provider is legally liable in respect of this Framework Agreement.

17.4. Without limiting the other provisions of this Framework Agreement, the Framework Provider 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 Framework Provider acting in accordance with good industry practice, including but not limited to the investigation and reporting of relevant claims to insurers;

- (b) Hold all policies in respect of the Required 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.

17.5. Where the minimum limit of indemnity required in relation to any of the Required Insurances is provided as being "in the aggregate":

- (a) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement or any contract are paid by insurers, the Framework Provider shall:

- i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement any Call-Off Contract or;
- ii) if the Framework Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

17.6. The Framework Provider shall not 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 Required Insurances.

17.7. The Authority may elect (but shall not be obliged) where notice has been provided to the Framework provider to purchase any insurance which the Framework Provider is required to maintain pursuant to this Framework Agreement and any Call-Off Contract 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 Framework Provider.

17.8. The Framework Provider shall from the date of any Call-Off Contract and within fifteen (15) business days after the renewal of each of the Required Insurances (should such insurances fall due for renewal during the Call-Off Contract period), provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this Special Condition 17 and Annex D to Special Condition 17 (Required Insurances). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Framework Provider of its liabilities and obligations under this Framework Agreement.

17.9. During any Call-Off Contract period, the Framework Provider shall notify the Authority in writing at least ten (10) business days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances. This Special Condition 17 shall not apply where the termination of any Required Insurances occurs purely as a result of a change of insurer in respect of any of the Required Insurances required to be taken out and maintained in accordance with this Special Condition 17.

17.10. The Framework Provider shall promptly notify to insurers any matter arising from, or in relation to, any Call-Off Contract for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to this Framework Agreement or any Call-Off Contract, the Framework Provider shall co-operate with the Authority and assist it in dealing with such claims including providing information and documentation in a timely manner.

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

17.12. Where any Required Insurance requires payment of a premium, the Framework Provider shall be liable for such premium.

17.13. Where any insurance referred to in this Special Condition 17 and Annex D to Special Condition 17 (Required Insurances) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Framework Provider shall be liable for such excess or deductible. The Framework Provider shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Framework Agreement or otherwise.

18. Delivery Duty Paid Incoterm

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

18.1.1. "Delivered Duty Paid" means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of

transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

18.1.2. For the purpose of this Framework Agreement, “seller” means the Framework Provider and “buyer” means the Authority.

18.1.3. Subject to Special Condition 7 Volumes, deliveries using the Framework Provider’s Vessel shall be in accordance with the Delivery Duty Paid (DDP) Incoterm.

19. Change in Law

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

20. Publicity

20.1. 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.

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

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

21. Health and Safety

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

21.1.1. all applicable Law regarding health and safety;

21.1.2. the Framework Provider’s own health and safety policies; and

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

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

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

22. Environmental

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

23. International Shipping – Safety and Security

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

24. Diplomatic and National Security Policy

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

24.2. The Authority reserves the right to reject any Q88 submitted by the Framework Provider in relation to any vessel on the grounds of crew nationality. The Authority's decision in respect of any Q88 rejection on the grounds of crew nationality is final.

25. Relationship Management

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

25.2. Any Shipping Agents used during the DDP process shall be commissioned by the Framework Provider as they deem appropriate. The Authority will not take any responsibility for appointing a Shipping Agent.

25.3. Surveyors and any other personnel nominated by the Framework Provider who will be physically at the naval wharf in Singapore, Sembawang, during the Fuel delivery will need to be security cleared and appropriate information including full name, nationality, passport/NRIC number, reason for visit, vehicle model and registration number will need to be provided to the contacts at paragraph 6 of the Statement of Requirement (StOR), 3 days prior to the date of visit to achieve that clearance.

26. Review Meetings

26.1. Review meetings shall be held on a 6-monthly basis. The venue of the meeting shall be at the Authority's premises or by conference call, unless otherwise agreed by the Parties.

26.2. The review meetings shall review the Framework Provider's performance during the preceding 6-month period, as well as providing the Parties with the opportunity to address any issues, and review the risks, or additional agenda items identified by the Framework Provider or by the Authority.

26.3. Each review meeting shall be chaired by the Authority's Commercial Officer and attendees shall include their equivalent within the Framework Provider's organisation, the Authority's Project Manager and their equivalent within the Framework Provider's organisation and any other personnel as deemed appropriate by either party.

26.4. Minutes of each review meeting are to be produced by the either party within 2 weeks of the review meeting and forwarded, in draft format to the Commercial Officer at Box 1 of DEFFORM 111 for agreement prior to the final version being issued.

27. Entire Agreement

27.1. This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and it supersedes, cancels or nullifies any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) between the Parties in relation to such matters.

27.2. Each of the Parties acknowledges and agrees that in entering into this Framework Agreement it does not rely on, and shall have no remedy in respect of, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.

27.3. The Framework Provider acknowledges and agrees that it has:

27.3.1. entered into this Framework Agreement in reliance on its own due diligence alone; and

27.3.2. received sufficient information required by it in order to determine whether it is able to provide the Fuel in accordance with the terms of this Framework Agreement.

27.4. Nothing in Special Conditions 27.1 to 27.3 shall operate to exclude any liability for (or remedy in respect of) fraud.

Annex A - SCHEDULE OF REQUIREMENTS – DEFFORM 110

Name and Address of Framework Provider BP Singapore PTE Ltd 7 Straits View #26-01 Marina One East Tower Singapore	MINISTRY OF DEFENCE	Framework Agreement DFAP/0028
	Schedule of Requirements for The Supply of Fuel to Singapore	
Issued With DEFFORM 8 – Offer of Contract Letter and Framework Agreement DFAP/0028/b		Previous Contract No DFFS/5085

Requirements

Item Number	Description	Framework Provider Premium USD (\$) Ex VAT 01 Jan 2021 – 31 Dec 2021	Framework Provider Premium USD (\$) Ex VAT 01 Jan 2022 – 31 Dec 2022	Framework Provider Premium USD (\$) Ex VAT 01 Jan 2023 – 31 Dec 2023	Framework Provider Premium USD (\$) Ex VAT 01 Jan 2024 – 31 Dec 2024
1	TURBINE FUEL, AVIATION: High flash type with FSII, Bulk. F-44 or JP5	REDACTED – COMMERCIALY SENSITIVE Annual Estimated Volume per Contract Year - 21,175m3	REDACTED – COMMERCIALY SENSITIVE Annual Estimated Volume per Contract Year - 34,900m3	REDACTED – COMMERCIALY SENSITIVE Annual Estimated Volume per Contract Year - 24,700m3	REDACTED – COMMERCIALY SENSITIVE Annual Estimated Volume per Contract Year - 19,600m3

Statement of Requirement

Introduction

1. The MoD has an estimated annual requirement for up to 110,300 m³ of F-76 and up to 40,000 m³ of either F-44 or JP5: see tables 2 and 3 below for current estimates. The products are to be delivered under Delivery Duty Paid (DDP) terms to the British Defence Singapore Support Unit (BDSSU) at Sembawang Naval Wharf (SNW) in Singapore.

Product Specification

2. Table 1: Specification Criteria

Product	Description	Specification
F-76 (FUEL NAVAL DISTILLATE)	Naval Distillate	Def Stan 91-004 Latest Issue ¹ . For the duration of this requirement the following lubricity additives are approved for use: <ul style="list-style-type: none">• Infineum R-650 at a treat rate of 100ppm• Infineum R-655 at a treat rate of 150ppm• Total PC32 at a treat rate of 90ppm
F-44 (AVCAT-FSII) or JP5	Turbine Fuel Aviation: High Flash type with Fuel System Icing Inhibitor	Def Stan 91-086 Latest Issue or Military Specification MIL-DTL-5624 Latest Issue. The minimum FSII concentration is to be greater than 0.10% w/w

3. Details of the Defence Standards can be found at www.dstan.mod.uk.

Estimated Volumes

4. Tables 2 and 3 below provide the estimated requirement for marine diesel oil (F-76) and marine aviation fuel (F-44) respectively for each financial year from FY 19-20 to FY 23-24. The usage rate for all years after FY 23/24 is estimated to be the same as that estimated to be used in FY 23/24.

¹ With the exception of Filter Blocking Tendency (IP387 Procedure A) where volume passed shall be 150ml @ 105 kPa pressure minimum.

Table 2: Volume Estimates – F-76

Product	Financial Year	Typical Parcel Size (m ³)	Estimated Annual Volume (m ³)
F-76 (FUEL NAVAL DISTILLATE)	20-21	10,000 – 30,000	83,500
	21-22	10,000 – 30,000	94,000
	22-23	10,000 – 30,000	104,000
	23-24	10,000 – 30,000	110,300
	All later years	10,000 – 30,000	110,300

Table 3 – Volume Estimates – F-44

Product	Financial Year	Typical Parcel Size (m ³)	Estimated Annual Volume (m ³)
F-44 (AVCAT-FSII) or JP5	20-21	7,000 - 14,000	33,900
	21-22	7,000 - 14,000	19,600
	22-23	7,000 - 14,000	40,000
	23-24	7,000 - 14,000	19,600
	All later years	7,000 - 14,000	19,600

Duty and Tax Information

5. Under agreement with the Government of Singapore, the Authority is permitted to import these fuel products free of all duties and taxes.²

Call-Off Procedure

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

- desldchgmt-dfap-opsmgr@mod.gov.uk
- DESCommodities-Comrcl-Fuel@mod.gov.uk

² Exchange of notes between the Governments of the UK and Singapore regarding assistance for the Armed Forces of Singapore and for a UK Force in Singapore, dated 1 Dec 1971.

Delivery Window

7. During Covid-19 restrictions (current restrictions and under the interim 'New Normal'), the operational hours have been restricted to daylight hours³. The Delivery Window is restricted to operate within daylight hours (0800-2000) Monday to Friday. The Supplier's vessel shall declare Notice of Readiness (NOR) no earlier than 0800hrs on the Monday at the start of the declared Delivery Window, and the discharge operation shall be completed, and departure of the Vessel shall occur, no later than 2000hrs on the Friday. All times are local. It is the Supplier's responsibility to ensure NOR is declared with sufficient time to allow completion of discharge and departure of the Vessel by 2000hrs on the Friday; this will depend on estimated pump rates and size of the load. The Supplier should note that the Singaporean authorities forbid Vessel movement between 2100 and 0700 hrs. If tugs are required it will be the responsibility of the Supplier or his agent to arrange this.

8. Once **all**⁴ Covid-19 restrictions are lifted The Delivery Window will comprise a five-day period from 0800hrs on a Monday to 2359hrs on a Friday. The Supplier's vessel shall declare Notice of Readiness (NOR) no earlier than 0800hrs on the Monday at the start of the declared Delivery Window, and the discharge operation shall be completed, and departure of the Vessel shall occur, no later than 2359hrs on the Friday. All times are local. It is the Supplier's responsibility to ensure NOR is declared with sufficient time to allow completion of discharge and departure of the Vessel by 2359hrs on the Friday; this will depend on estimated pump rates and size of the load. The Supplier should note that the Singaporean authorities forbid Vessel movement between 2100 and 0700 hrs. If tugs are required it will be the responsibility of the Supplier or his agent to arrange this.

9. Indicative pumping rates at Sembawang wharf are circa 700 m³ per hour for F-76 & 300 m³ per hour for F-44/JP5. This should be taken account of when arranging Delivery Window commencement / completion times.

Infrastructure Specifications and Restrictions

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

Vessel Restrictions.

11. Beam 30 metres (can be exceeded up to 33m with prior approval). There is no maximum overall length stated for Sembawang wharf as it is dependent upon the wharf loading at the time. The length of the wharf is 533m split into three distinct berths; S5, S6 and S7. Berth S5 is not used for fuelling purposes. The minimum maintained depth alongside varies from 11.5m to 8.7m (this depth does not include the minimum clearance of 0.5 m required for entry). For guidance, a typical Vessel length of 180m would normally be acceptable. Vessel

³ Restriction includes requirement to cease ongoing discharge activities.

⁴ Includes restrictions and mitigations put in place by the Singapore Govt, Port Authorities and the Authority.

Freeboard limit of 10.5m is stated as the maximum height at which BDSSU's 10 inch diameter Marine Loading Arm can operate. 6 inch diameter marine hoses can be used above this height which will reduce the fuel flow rate and will extend the stay in port. Berth S7 can receipt F-76 & F-44/JP5, its maximum draft is 11.5m, but an additional 0.5 m is required for entry and therefore the Vessel's overall draft cannot exceed 11 metres. Berth S6 (F-44 receipt only) has a maximum draft of 10.2 metres. As F-44 can be receipted at either Berth S6 or S7, the Authority will notify the Supplier at the time of issuing the Call-Off Contract which Berth is to be used.

Berth S6 Restrictions.

12. There is one 8" line used for discharge and this is connected via a 10" Mobile Loading Arm (MLA). Tankers routinely achieve 7 to 8 bar pressure at the shore manifold and therefore average flow rates may be as low as 250m³ per hour, notwithstanding the indicative 300 m³ per hour stated at para 9.

Berth S7 Restrictions.

13. Two diesel lines are available for discharge; one 12" line which is connected via a 10" MLA and one 8" line connected via a 6" hose. Tankers routinely achieve 7 to 8 Bar pressure at the shore manifold and therefore average flow rates range from 800m³ to 1000m³ per hour, noting the indicative 700 m³ per hour stated at para 9.

Sampling, Testing and Inspections

14. All Fuel supplied under the Agreement is required to meet the specification as detailed in Table 1. The Supplier is not permitted any discretionary powers to deviate from the specification. Any request for deviation from the specification as detailed at Table 1 is to be submitted to the Authority at the following e-mail addresses:

- DefLog-OpsCap-DSFAFuelsTech@mod.gov.uk (queries out of working hours can be addressed using the duty mobile phone 07810 771611)
- desldchgmt-dfap-opsmgr@mod.gov.uk
- DESCommodities-Comrcl-Fuel@mod.gov.uk

Any proposed deviation from the specification shall be referred in accordance with Def Stan 05-061 Part 1 (latest issue).

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

16. 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 the Terms and Conditions of the Agreement, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the Agreement.

17. The Authority reserves the right to reject any Fuel which fails to fully comply with the relevant Fuel specification. In addition, and without prejudice to DEFCON 524 and the Terms and Conditions of the Agreement, the Supplier 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 Supplier of these costs.

18. Retained samples shall be drawn by the Authority at the point of delivery, prior to discharge. Composite 2-litre samples will be drawn from each tank, in the presence of the Master of the Vessel. These samples shall be sealed in suitable air-transportable containers using tamper-evident seals and labelled such that they are traceable to the delivering Vessel and the fuel loaded. These samples will 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.

19. 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.

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

Q88 and Delivery Testing Requirements

21. For each Call-Off Contract the Supplier will nominate a Vessel for delivery. A copy of the nominated Vessel's Q88 shall be sent to the Authority no later than seven (7) calendar days prior to loading, using the e-mail addresses below.

- DefLog-OpsCap-DSFAFuelsTech@mod.gov.uk (out of hours contact 07810 771611)
- desldchgmt-dfap-opsmgr@mod.gov.uk
- DESCommodities-Comrcl-Fuel@mod.gov.uk

22. 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 Supplier using tank cleaning Change of Grade procedures in accordance with EI HM 50⁵ requirements.

23. The Authority will accept, pending suitability, the use of a nominated Vessel for delivery of the Fuel. This acceptance will be granted by the Authority, in writing, within 24 hours of receipt of the Q88 from the Supplier. The loading Vessel shall observe the procedures detailed in the Energy Institute guidelines HM 50 with respect to previous cargoes and cleaning between cargoes. 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.

⁵ EI HM 50 (Latest issue), Guidelines for the cleaning of tanks and lines for petroleum tank Vessels carrying refined products.

Fuel Quality Assurance.

24. The Supplier shall conform to the requirements of DEFCON 602B Quality Assurance (without Deliverable Quality Plan).

Certificate of Quality (CoQ).

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

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

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

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

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

- DefLog-OpsCap-DSFAFuelsTech@mod.gov.uk
- DESLDProgMgt-DFAP-FCMO@mod.gov.uk
- DESCommodities-Comrcl-Fuel@mod.gov.uk

29. 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.

30. On arrival at the point of delivery, the Master of the Vessel shall provide the Authority with the original Bill of Lading, the CoQ and the ullage report. Composite samples shall be drawn from all tanks by the Authority, in the presence of the Master of the Vessel. Approval to commence discharge shall be subject to satisfactory Type C+ analysis as detailed in STANAG 3149 (latest issue) for F-76 and Type C analysis as detailed in STANAG 3149 (latest issue) for

F-44. For F-76, Type C+ sediment analysis shall be conducted in accordance with IP387 Procedure A, Filter Blocking Tendency. The analysis shall be conducted by the Representative of the Authority at the point of discharge. These are confidence checks conducted prior to transfer of the fuel into the Authority's shore tanks and do not constitute final acceptance.

31. 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 or their representative. 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.

32. In all cases the Authority reserves the right to halt discharge 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.

Final Acceptance Tests

33. All Fuel received under the Contract will be subject to final acceptance testing to confirm compliance with the relevant fuel specification and DEFCON 525 Acceptance. Product that fails to meet the specification at this point will be quarantined pending investigation between the Supplier and the Authority to assess liability. The Authority will arrange for an independent full specification analysis of the retained refinery samples, and the composite samples taken from the Authority's receipt tank(s).

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

Rejection of Fuel

35. All Fuel supplied under the Contract will be accepted subject to establishing conformity with the relevant fuel specification as detailed in Table 1. The Authority reserves the right to reject any fuel which fails to meet the stated specification, in accordance with DEFCON 524, and the Authority may invoke appropriate remedies in accordance with the Terms and Conditions of the contract.

Contamination of Marine Fuel During Supply and Distribution

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

Appendix 1 to Annex B- Call-Off Contract Form – Template

REQUIREMENT	
FUEL TYPE	F-76 (Fuel Naval Distillate) Def Stan 91-4 Latest Issue Or F-44 Turbine Fuel, Aviation with FSII Def Stan 91-86 Latest Issue. Or JP5, US MIL-DTL-5624.
VOLUME	Total of XX,XXXm3
DELIVERY WINDOW	XX/XX/XXXX to XX/XX/XXXX
BERTH NUMBER	XXX
Q88 DUE DATE	XX/XX/XXXX
CoQ DUE DATE / TIME	XX/XX/XXXX @ XX:XXhrs

Insurance	Framework Provider to Confirm Compliance
Framework Provider confirms that in accordance with Framework Agreement Special Clause 17 – Insurance and Annex D Required Insurances, that from the start date of this Call-Off Contract and for the duration of this Call-off Contract they will comply with the insurance requirements of DFAP/0028 and have the required Insurances in place.	

Call-Off Contract Raised by:

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

Call-Off Contract Approved by:

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

Call-Off Contract acknowledged by:

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

Annex C - Completed DEFFORM 68 - REDACTED

Annex D - Required Insurances

1. Third Party Public and Products Liability Insurance

1.1 Insured

The Framework Provider

1.2 Interest

1.2.1 To indemnify the insured (as set out in paragraph 1.1 above) in respect of all sums which the insured (as set out in paragraph 1.1 above) shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental: 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 (as set out in paragraph 1.4 below) and arising out of or in connection and provision of the Requirement.

1.3 Limit of indemnity

Not less than seventy five million pounds (£75,000,000) or currency equivalent in respect of any one occurrence, the number of occurrences being unlimited, but any one occurrence and in the aggregate per annum in respect of products and pollution liability. Where the limit of indemnity is provided in the annual aggregate, Clause 31.5 will apply.

1.4 Period of insurance

From the start date of any Call-Off Contract and for the duration of the Call-off Contract and renewable on an annual basis if the Call-Off Contract exceeds (12) twelve months in duration) unless agreed otherwise

1.5 Cover features and extensions

1.5.1 Indemnity to principals clause (or equivalent)

1.5.2 Legal defence costs

1.5.3 Such other extensions and conditions as would be insured against from time to time in the relevant insurance market in accordance with good industry practice.

1.6 Principal exclusions

1.6.1 War and related perils

1.6.2 Nuclear and radioactive risks

1.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured (as set out in paragraph 1.1 above) arising out of the course of

their employment

- 1.6.4 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured (as set out in paragraph 1.1 above).
- 1.6.5 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.
- 1.6.6 Liability arising from the ownership, possession or use of any aircraft or marine vessel
- 1.6.7 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

1.7 **Maximum deductible**

REDACTED – COMMERCIALY SENSITIVE

2. **Compulsory / statutory insurances**

2.1 The Framework Provider is required to meet its United Kingdom and all other statutory insurance obligations 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 Framework Provider.

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.

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Betty Gallagher

Address: DE&S Logistics Delivery Operating Centre

Commercial Fuels Team

Cedar 3A #3360

DE&S Abbeywood

Bristol

BS34 8JH

Email: DESLDCommodities-Comrcl-Fuel@mod.gov.uk

☎☎ 030 679 82715

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

Name: Jackie Sendell

Address: DE&S Logistics Delivery Operating Centre

Operations Management Team

Cedar 3A #3360

DE&S Abbeywood

Bristol

BS34 8JH

Email: DESLDChgMgt-DFAP-OpsMgr@mod.gov.uk

☎☎ 030 679 86034

3. Packaging Design Authority Organisation & point of contact:

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

☎☎

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

Branch/Name:

☎☎

(b) U.I.N.

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows:

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

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.