

## ANNEX A - Statement of Requirement

### The Supply of Bulk Diesel Fuel to British Forces in Germany

#### Overview

1. British Forces in Germany need the capability to refuel their vehicles from Mechanical Transport Fuel Installations (MTFIs) in a limited number of locations. There is therefore a requirement for the supply of diesel to the fuel storage tanks at these MTFIs. There is also a requirement for the delivery of fuel to exercise areas and for the Authority's Bulk Fuel Carrying Vehicles (BFCVs) to be filled at the Contractor's depots.

#### Requirement

2. The Contractor will be required to:
- Supply and deliver diesel to the MTFIs at the locations listed in the table below for the use of British Forces. (MTFI Delivery)
  - Supply and deliver diesel to temporary military fuel storage or military Bulk Fuel Carrying Vehicles (BFCVs) at exercise locations throughout Germany, some of which may be outside military training areas. (Exercise Delivery)
  - Supply diesel to military Bulk Fuel Carrying Vehicles (BFCVs) at the Contractor's nominated collection point. (Unit Collect)

#### Specification

3. The Contractor is to ensure that all diesel fuel supplied complies with EN 590. Any variation from full compliance is to be approved by the Authority's technical representative in writing before supply. The technical representative can be contacted on:

e-mail: [REDACTED]  
telephone: [REDACTED]

#### Annual Quantities

4. The estimated annual quantities for delivery are as shown below. The Authority shall not be bound to order any quantities, to receive quantities other than those ordered, or to pay for quantities other than those accepted by the Demanding Officer.

Serial	Locations	Estimated Annual Volume (litres)	Tank Capacity (litres)
1	[REDACTED]	240,000	60,000
2	[REDACTED]	240,000	75,000
3	[REDACTED]	60,000	80,000
4	Unit collect or exercise delivery	72,000	
	<b>Total Annual Requirement</b>	<b>612,000</b>	

## **Quality and Inspection**

5. The Contractor shall be responsible for compliance with all relevant European legislation, regulations, and licensing regarding the carriage of dangerous substances in road tankers.
6. The Contractor shall ensure that they comply with the provisions of Defence Standard 91-066 (latest issue) – The Segregation, Handling and Quality Assurance of Petroleum Fuels, Lubricants and Associated Products.
7. Whether the Contractor provides the refuelling service directly through their own Company, or via a sub-contractor, they shall undertake to maintain the Quality and Inspection in accordance with Defence Standard 91-066 (latest issue).
8. The Contractor shall be responsible for ensuring all products delivered under this contract conforms in all respects to the specification detailed in paragraph 3.
9. The Authority shall have the right to send a representative to ensure that the Contractor's facility is working to the satisfaction of the Authority. Check samples may be drawn by the Authority's representative during such visits and the Contractor shall afford the necessary facilities to enable this to be done.
10. If the Contractor or the Contractor's sub-contractor provides fuel, the Contractor shall accept responsibility for the standard of service and quality of all products supplied and, shall indemnify the Authority against all liability for loss or damage arising from the supply of any product which does not fully meet the contract specification.

## **Order Management**

11. At Appendix 1 to this StOR is a list of all staff authorised to place orders including their contact details. These staff will be referred to as Authorised Demanders. The Authority may nominate additional Authorised Demanders: if it does so, it will provide the contact information to the Contractor a minimum of 10 working days before that Authorised Demander places an order.
12. The order will contain the following information:
  - Name of authorised demander
  - Unique Order Number
  - Quantity of product required
  - Method of supply (MTFI, Exercise Delivery or Unit Collection)
  - Date and time of delivery (if applicable, otherwise desired date and time of collection)
  - Location of delivery (if applicable, otherwise desired collection point)
  - UIN of receiving unit

## **Deliveries**

13. The Contractor will be required to acknowledge receipt of the order within 2 working days of the written order being received.
14. The Contractor will deliver fuel within 5 working days of acknowledging the request from the Authority or on the delivery date specified if later.
15. The Authority will have the right to cancel orders without charge up to one complete working day before the planned delivery. German public holidays will not be counted as working days.
16. It is essential that the Contractor's road tanker(s) report to their nominated Authority locations at the time specified by the Authorised Demander.

17. To assist the Authority, the Contractor shall provide point of contact details for normal working hours (08:00 to 17:00, Monday to Friday) and for out of office hours and weekends.

18. The Contractor shall advise the Authority immediately in the event of any breakdown, accident or departure from the agreed schedule.

### **Security**

19. The name of the driver must be supplied to the Authority (the Authorised Demander that raised the Order) at least 24 hours before the delivery is made, to conform to the Authority's security requirements. If a sub-contractor is used, the name of the company carrying out the delivery is also required.

20. The Contractor's drivers must be escorted at all times while on the Authority's premises or on any exercise area used by the Authority. The Authority will be responsible for arranging a suitable escort, and for notifying the Contractor of the location from which the Contractor's driver is to be escorted.

### **Receipt Quality Checks**

21. The Authority shall have the right to verify the quantity of fuel recorded as having been delivered and to check the accuracy of the quantities delivered. If the Authority does not agree the measurement of the quantities delivered, a further check on the quantities delivered shall be made by a measuring device provided by the Authority. If the Authority is still not satisfied after such further check, the delivery ticket shall be annotated with such details of any discrepancy. The complaint will be confirmed in writing to the Contractor's local representative.

22. The Authority shall have the right to conduct pre-receipt checks to confirm quality of the delivery. If the density of the fuel determined pre-receipt is not  $\pm 3 \text{ Kg/m}^3$  within the results reported on the Contractor's documentation, then this will be cause for rejection of the load. All density measurements will be corrected to 15C to allow for changes in density due to temperature changes.

23. Each delivery shall be accompanied by a delivery ticket. The delivery ticket must be signed by both the Contractor's and the Authority's representatives. One copy shall be retained by the Contractor for their records. Electronic delivery tickets will be acceptable

24. The Authority is responsible for ensuring that the storage into which the fuel is to be delivered shall safely receive the full quantity ordered, and the connecting hose is properly and securely connected to the fuelling point of the said storage. The Authority accepts responsibility for dealing with any loss, leakage or contamination that may occur from the point at which the Contractor's hose connects to the Authority's coupling.

25. The Authority is required to have adequate emergency procedures and to provide immediate assistance to the Contractor or their representative in the event of a spill of product upon delivery. If an escape, spillage or discharge of fuel (hereinafter referred to as a 'spill') occurs during a delivery to the Authority, the Authority will promptly take such action as is deemed necessary to remove the spill and mitigate its effects. Any expenses, damages, costs or other such loss or damage arising from the spill, or pollution of fuel, shall be paid by the party that caused the spill, or other such loss or damage, by negligent act or omission. If both parties have acted negligently, any expenses or other such loss or damage, shall be divided between the parties in accordance with the respective degree of negligence. Should parties not be able to agree how any expenses or other such loss or damage should be divided, Condition 40 – Dispute Resolution (English Law) will apply.

26. The Contractor shall ensure that the delivery hoses and couplings match the receipt line capacity and couplings link points respectively.

27. The supplied product must be handled in accordance with the handling procedures as detailed in the Defence Standard 91-066 (latest issue); or other management plan approved by the Authority.

### **Invoicing and Tax Exemption**

28. British Forces when in Germany are exempt from both mineral oil duty and Value Added Tax under the terms of the Supplementary Arrangement to the Status of Forces Agreement. The Contractor will ensure that all deliveries and collections are invoiced free of these taxes. The Contractor is to provide Abwicklungsscheine with the invoice for this purpose.

29. The Contractor will arrange for payments to be made through EXOSTAR as the Authority's mandated payment mechanism. Further details and costs are stated at <https://my.exostar.com/pages/viewpage.action?pageId=12124945> or by contacting [DBSCS-ECFinanceTeam@mod.uk](mailto:DBSCS-ECFinanceTeam@mod.uk)

### **Management Information**

30. Copies of the previous calendar month's delivery data must be sent to the Authority by the 14<sup>th</sup> calendar day of the month. The Information shall be submitted to [REDACTED]. The delivery data shall include as a minimum the receiving unit's UIN, the date the demand was received, the date the fuel was delivered, the quantity ordered and the quantity delivered, the price and the invoice value. The Authority reserves the right to develop and amend the content of reports and reporting process.

### **Quality Management**

31. The Contractor must ensure that Quality is managed and that procedures will be sufficiently robust to ensure that the services supplied to the Authority will be of continual high quality throughout the duration of the Agreement.

32. Although not requiring a certified Quality management system to ISO 9001, the Contractor must apply the Quality management principles of ISO 9000; customer focus, leadership, engagement of people, process approach, improvement, evidence-based decision making and relationship management), in addition complying to:

- Defence Standard 91-066 (latest issue) – The Segregation, Handling and Quality Assurance of Petroleum Fuels, Lubricants and Associated Products.
- DEFCON 608 – Access and Facilities to be provided by the Contractor

### **MTFI Delivery – Specific Requirements.**

33. **Delivery Times.** Delivery of fuel must be made on the date requested by the Authority. The Contractor must ensure they allow sufficient time to discharge the delivery within the operating hours of the MTFI location, unless previously agreed by the Authority.

34. Deliveries during a working week will be required during the period 0730 - 1600 hrs Monday to Thursday and 0730 to 1100 hrs on a Friday. The Contractor shall inform the Authority immediately of any problems concerning any deliveries.

35. **Couplings.** All MTFIs are equipped with Industry Standard couplings to DIN 28450 for receipt. The Contractor must assure themselves that they can safely conduct deliveries using the Authority's receipt coupling. The Authority will provide the Contractor with access to the site for a

preparatory visit. No Scully system is in place: the Contractor's vehicles must be able to operate within these parameters.

### **Exercise Delivery - Specific Requirements**

36. It is expected that exercise deliveries will normally be required at the following locations.

[REDACTED]

37. However, to support the operational needs of Military Exercises, the Contractor may be required to deliver to a unit or location not listed in the contract. In this instance the Authority shall request the Contractor to submit a pricing letter and the new location will be added to the contract subject to acceptance by the Authority. A minimum of five (5) working days' notice will be given to the Contractor to provide a delivery premium for the new location(s).

38. Delivery of fuel by the Contractor to exercise areas must be arranged using the most economical means and route. Details of exercise requirements will be notified by the Authority. Furthermore:

a. The Contractor will be required to make deliveries to exercise locations throughout Germany. Delivery will be either to a bulk fuel installation or directly into a military BFCV. Precise exercise location details and dates will be notified as far in advance as possible with details of quantities to be delivered being notified as soon as possible thereafter.

b. If the transfer is made into a vehicle, the Authority will ensure that the transfer takes place in a suitable location, agreed by both the Authority and the Contractor, over a non-permeable surface, located within an area protected by an oil water interceptor of sufficient size and designed to prevent any spilled product polluting the environment. Prior to the delivery taking place the Contractor must ensure that their drivers and operators are aware of the process to be conducted and satisfy themselves that the process is safe. An outline of the process to be followed is provided below. In addition, the Authority will provide suitably qualified personnel to ensure that safe transfer of fuel can be made into the Authority's Vehicle.

39. **Couplings.** UK military BFCVs are equipped with 3" dry break coupling and 2.5" 5 pin Scully socket. The Contractor is to ensure that all delivery vehicles satisfying the requirements of the Authority are compatible. The use of appropriate adaptors is acceptable if required to enable fuel to be transferred.

40. The Contractor must ensure delivery of fuel to be within 1 hour of time requested, unless expressly approved by the Authority.

### **Unit Collection – Specific Requirements**

41. There is a requirement for the Authority to collect fuel in military BFCVs from the Contractor's facilities or agreed depot. The Authority requires the Contractor to offer this facility at sites that are within 300km by road of the following potential exercise areas.

[REDACTED]

42. The Contractor is to make available to the Authority a list of all sites at which collection will be possible, and coupling requirements needed to operate at these sites.

a. In advance of any such collection, the Contractor is to facilitate a visit by the Authority's representative to enable the Authority to conduct a risk assessment.

b. The Authority will request a delivery time slot at least 5 working days before collection is to be made. The Contractor will allocate a slot and notify the Authority at least 2 working days before collection.

## Procedure for the transfer of fuel from the Contractor's vehicle to the Authority's vehicle under Exercise Delivery

The procedure detailed below is described from the point of view of the Authority's driver. All actions apply to the Authority's driver, less those highlighted in grey (actions 8 and 15), which require the Contractor's driver to open and close valves in his vehicle. The actions are solely related to the safe operation of the vehicle, and do not cover the accounting process.

### Self-loading - via Authority's vehicle pump

Ser (a)	Method of operations (b)	Action (c)	Remarks (d)
1	<b>Normal Safety Precautions (NSPs)</b>	Stop vehicle, apply handbrake, switch off and isolate electrics, Deploy earth spike/clip Deploy wheel chocks Deploy fire extinguisher (approx 6m upwind) Deploy hazard Warning Signs (approx 15m) Check earth strap (serviceability and 70mm contact)	Check serviceability of fire extinguisher
2	<b>Vehicle Specifics</b>	Universal power interface kit (UPIK) Ensure overfill compartment drain valves are open Ensure air surge valve is open	
3	<b>Open Near-side and rear Compartments</b>	Open doors fully and secure via retaining rods	
4	<b>Quality, Quantity and Grade (QQGs)</b>	Visual fuel examination Confirm dips and paperwork Check vehicle markings	
5	<b>Bond</b>	Connect to bonding point of vehicle, tank or reservoir	Check serviceability
6	<b>Connect</b>	Connect armoured hose to dry break coupling(DB1) Or 4" cam lock connection (API1)	Check cleanliness and serviceability of connections
7	<b>Select</b>	Open ball valve (BV1)	
8	<b>Select</b>	Ensure other operator has selected valves	
9	<b>Pre Pump Checks</b>	Check emergency stop button is functional Set flow meter to zero Ensure both ball valves for rewind hoses are closed Check all gauges are serviceable Ensure flow rate control set to idle Ensure control block valves are closed	
10	<b>Engage Power Take off (PTO)</b>	Re engage isolated electrics Start vehicle engine Engage Power take off (PTO) switch Engage high idle	

11	<b>Start Pumping</b>	Open self-loading pneumatic control valve (1) on the control block Adjust flow rate to regulate as necessary	
12	<b>During Operation</b>	Monitor gauges, flow meter, pipe work and connections	Monitor continuously throughout operation
13	<b>Stop Pumping</b>	Reduce flow rate to idle Close self-loading pneumatic control valve (1) on control block Close ball valve (BV1)	Control valve 1 will close automatically when over flow prevention sensor is actuated
14	<b>Dis-Engage Power Take Off (PTO)</b>	Disengage high idle, Disengage PTO Switch off and isolate electrics	
15	<b>Relieve Pressure</b>	Open ball valve (BV1) and foot valve (FV1), then close	Ensure other operator has closed valves
16	<b>Agree Dips</b>	Confirm quantities issued and received	
17	<b>Disconnect</b>	Disconnect and stow armoured hose	Replace protection caps
18	<b>Spillages</b>	Stow drip trays and recover any spillages or PCS	
19	<b>De bond</b>	Disconnect bonding cable and stow	
20	<b>Check</b>	All protection caps are fitted All valves are closed All ancillary equipment is securely stowed	
21	<b>Close all compartment doors</b>	Close and secure all compartment doors	
22	<b>Paperwork</b>	Complete paperwork MOD 7766	
23	<b>NSPs in reverse</b>	Retrieve hazard warning signs Retrieve fire extinguishers Retrieve wheel chocks Retrieve earth spike/clip Engage electrics	



[REDACTED – PERSONAL]

AUTHORISED DEMANDERS