



Ministry
of Defence

David Chester

DES LD DFAP-Comrcl-CM1

Defence Fuels Acquisition Programme (DFAP)

Logistics Delivery Operating Centre (LDOC)

Cedar 3a #3360, NH3

MOD Abbey Wood

Bristol, BS34 8JH



Tel: 030 679 **83522**

Email: **DESLDDFAP-Comrcl-ACO1@mod.uk**

CEPSA SAU
Paseo de la Castellana 259A
28046
Madrid

Reference:
DFFS/5072/0061

Date: 21 February 2019

FAO: Alvaro Lantero

Dear Sirs,

OFFER OF CONTRACT DFFS/5072/0061
BULK FUELS FRAMEWORK AGREEMENT – 5072
SUPPLY OF F-35 (FOB) TO CYPRUS – MARCH 2019

Reference: Email Response to Invitation to Compete dated **21 February 2019**

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of Call-off Contract, detailed in the attached Schedule of Requirements. The Schedule, together with Framework Agreement DFFS/5072, describes the requirements and sets out the terms and conditions which will take effect on acceptance by you of the Department's offer.
2. If you wish to accept this offer, please complete and sign two copies of the DEFFORM 10, returning the original signed document by post and a copy to me by email within 2 working days of the date of this offer. Your acceptance of the Department's offer must be unqualified. If you do not accept the Department's offer within the period specified, then the Department's offer will lapse.
3. All terms and conditions of the overarching Framework Agreement DFFS/5072, the Schedule of Requirements and Annex A to the Schedule of Requirements shall apply.
4. No Call-off Contract will come into existence until you have accepted the Department's offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this offer, the Department shall not be responsible in any way whatsoever for any work undertaken by you; or incurred by you.
5. When you have accepted the Department's offer in accordance with paragraph 2 above, you must proceed with the performance of the Call-off Contract in accordance with the terms and conditions of Framework Agreement DFFS/5072 and Annex A to the Schedule of Requirements attached to this offer.
6. Nothing contained in this offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any

condition of Call-off Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely

David Chester
DES LD DFAP-Comrci-CM1

Supplier: CEPSA SAU Paseo de la Castellana 259A 28046 Madrid	MINISTRY OF DEFENCE SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF F-35 (FOB) TO CYPRUS – MARCH 2019	Contract No: DFFS/5072/0061
Issued with: Offer of Contract Letter on: 21 February 2019		

Table 1 - Items

Item No	Description	Volume m ³	Firm Price
1	F-35 (Aviation Turbine Fuel): Def Stan 91-91 Latest Issue	6,000	See Attached Annex A

Table 2 - Packaging Requirements

Item No	3 Packaging Spec/Special Markings etc.
	N/A

Table 3 – Delivery Period

Item No	Start	Rate	Finish	CONDITIONS OF CONTRACT The terms and conditions of Framework Agreement DFFS/5072 and Annex A to this Schedule shall apply to this Call-off Contract.
1	[REDACTED COMMERCIALY SENSITIVE]	As Authorised Orders	[REDACTED COMMERCIALY SENSITIVE]	

ANNEX A TO SCHEDULE OF REQUIREMENTS DFFS/5072/0061

Duration of the Contract

Supply and Delivery of the Fuel detailed in the Schedule of Requirements (SOR) shall take place during the period **[REDACTED COMMERCIALY SENSITIVE]**

Pricing Mechanism

For F-35: For the purpose of payment, in accordance with Clause 22.4 of the Framework Agreement, the Platts element of the overall price will be calculated by taking the average of the mean of the month prior to delivery (M-1) published by the Platts Marketscan under the heading **FOB NEW Jet – Code AAIDL00**

Pricing Schedule:

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

Item	Product and Delivery Location	Dates	Premium US\$/m ³
1	6,000m ³ (-2% tolerance) of F-35 (Aviation Turbine Fuel): Def Stan 91-91 latest issue. FOB for onward delivery to Cyprus.	[REDACTED COMMERCIALY SENSITIVE]	[REDACTED COMMERCIALY SENSITIVE]

Payment

Payment shall be made in US dollars (\$) for Fuel delivered in accordance with the Framework Agreement and this Call-off Contract. Please note that the Early Payment Discount shall apply to this requirement.

Invoicing

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

Delivery

Delivery requirements are detailed at Appendix 1 and 2 to Annex B of the Framework Agreement.