



Ministry
of Defence

de&s

Defence Equipment & Support

DFAP/0003

PROVISION OF BULK AND PACKED F-18 AVIATION GASOLINE (AVGAS) 100LL



**Equipping and Supporting our Armed
Forces**

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Provision of Bulk and Packed F-18 Aviation Gasoline (AVGAS) 100LL – DFAP/0003

THIS CONTRACT dated 19 December 2017 is BETWEEN:

- (1) The Secretary of State for Defence (the “Authority”); and
- (2) The Contractor (Certas Energy UK Ltd T/A Gulf Aviation)

Background

The Authority placed a contract notice (reference 2017/S 157-326287.) on 16 August 2017 in the Official Journal of the European Union (OJEU) seeking expressions of interest, in the form of a Dynamic Pre-Qualification Questionnaire (DPQQ), from potential providers for the provision of AVGAS under a Single Contractor Framework Agreement. Following DPQQ evaluation, the Authority invited potential providers (including the Contractor) on 25 October 2017 to tender for the supply and delivery of F-18 AVGAS 100AL in the UK.

On the basis of the Contractor's Tender, the Authority selected the Contractor to enter into a Framework Agreement to provide supply and delivery to those Customers who place Orders for Fuel in accordance with this Framework Agreement.

This Framework Agreement sets out the procedure for ordering Fuel, the main Terms and Conditions for the provision of Fuel, and the obligations of the Contractor under this Framework Agreement.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS

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

“Authorised Demanders” means a person nominated by the Authority and authorised to place orders under the Framework Agreement as required. An Authorised Demander may typically have an “authorised representative” authorised to make orders on his behalf. A list of Authorised Demanders is detailed at Annex C. This list is not exhaustive.

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

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

“Bulk Fuel” means the Fuel specification detailed at Table 1 of Annex B for AVGAS supplied in Bulk into the Authority’s BFI or BFCV.

“Bulk Fuel Carrying Vehicle (BFCV)” means a vehicle where fuel is transported or stored by road

“Bulk Fuel Installation (BFI)” means an installation where Fuel is stored and subsequently dispensed to the Authority’s customers.

“Certificate of Analysis” means a document that includes a full specification analysis and details of additives with their qualification references for Fuel to be supplied to the Authority.

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

“Clause(s)” means, except where it is expressly stated to the contrary, the paragraphs detailed in the Terms and Conditions of the Framework Agreement. “Commercial Officer” means the person identified at Box 1 of the Appendix to Contract, or authorised representative, who will be notified appropriately.

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

“DEFCON” is a Defence Condition stipulated by the Authority which shall apply to the Framework Agreement. The latest version of the DEFCONs can be viewed at <https://www.gov.uk/guidance/acquisition-operating-framework>.

“DEFFORM” is a Defence Form which the Contractor is required to complete as required. DEFFORMs can be accessed at: <https://www.gov.uk/guidance/acquisition-operating-framework>.

“Demand Order” means an order placed by an Authorised Demander using the Order Form Template at Appendix 3 to Annex B for any product listed at DEFFORM 110 - the Schedule of Requirements.

“Demanding Unit” means an establishment listed at Annex C.

“FCMO” means the Authority’s Fuels Commissioning Management Organisation.

“Firm Premium” means the Contractor’s premium (exclusive of the cost of Fuel) calculated in pence per litre, for each delivery location detailed at Annex D, which shall be inclusive of all costs and not subject to variation for the duration of the Framework Agreement.

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

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

“Fuel” mean the specification for Bulk and Packed Aviation Gasoline F-18 (AVGAS) 100AL as detailed at Annex A.

“M-1” means Month -1. The month prior to the month of delivery which shall be used as a pricing window to determine the Platts Price for payment purposes.

“Order Number” mean the unique number in the format DFAP/0003/XXXX attributed to each Order place with the Contractor by an Authorised Demander using the Order Form at Appendix 3 to Annex B.

“Packed Fuel” means the Fuel specification detailed at Table 1 of Annex B for AVGAS supplied packed in 205 litre drums.

“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 Clause 23.

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

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

“Supplier(s)” means any organisation (sub-contractor / Third Party) acting on behalf of the Contractor.

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

“Surge Requirements” means that in the event of unforeseen operations, environmental disasters or new platform requirements, there may be an increase in one or all of the, Number of orders placed; Quantity of Items ordered; Shorter delivery lead-times as opposed to those stated on the contract.

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

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

“UIN” means a Unit Identity Number. This is a unique number which enables identification of units, sub-units, organisations or grouping of organisations with the Authority. These numbers are linked to the Authority’s Budgeting System. UINs to be used for deliveries on the Contract will be notified to the Contractor by the Authority’s Representatives at each unit.

2 DEFENCE CONDITIONS

DEFCON 5J (Edn 18/11/16) – Unique Identifiers

DEFCON 68 (Edn 02/17) – Supply of Hazard Data for Articles, Materials and Substances

DEFCON 76 (Edn 12/06) – Contractor's Personnel at Government Establishments

DEFCON 113 (Edn 02/17) – Diversion Orders

DEFCON 129J (Edn 18/11/16) - The Use Of Electronic Business Delivery Form

DEFCON 501 (Edn 11/17) – Definitions and Interpretations

DEFCON 502 (Edn 05/17) – Specification Changes

DEFCON 503 (Edn 12/14) – Formal Amendments to Contract

DEFCON 507 (Edn 10/98) – 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 02/17) – Corrupt Gifts and Payments of Commission

DEFCON 522 (Edn 11/17) – Payment and Recovery of Sums Dues

DEFCON 524 (Edn 10/98) – Rejection

DEFCON 525 (Edn 10/98) – Acceptance

DEFCON 526 (Edn 08/02) – Notices

DEFCON 527 (Edn 09/97) – Waiver

DEFCON 528 (Edn 07/17) – Import and Export Licenses

DEFCON 529 (Edn 09/97) – Law (English)

DEFCON 530 (Edn 12/14) – Dispute Resolution (English Law)

DEFCON 531 (Edn 11/14) – Disclosure of Information

DEFCON 532A (Edn 06/10) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/17) – Subcontracting and Prompt Payment

DEFCON 537 (Edn 06/02) – Rights of Third Parties

DEFCON 538 (Edn 06/02) – Severability

DEFCON 539 (Edn 08/13) – Transparency

DEFCON 550 (Edn 02/14) – Child Labour and Employment

DEFCON 566 (Edn 10/16) – Change of Control of Contractor

DEFCON 602B (Edn 12/06) – Quality Assurance (Without Deliverable Quality Plan)

DEFCON 606 (Edn 06/14) – Change of configuration Control Procedure

DEFCON 608 (Edn 10/14) – Access and Facilities to Be Provided By the Contractor

DEFCON 609 (Edn 06/14) – Contractor’s Records

DEFCON 612 (Edn 10/98) – Loss Of or Damage to the Articles

DEFCON 619A (Edn 09/97) – Customs Duty Drawback

DEFCON 620 (Edn 05/17) – Contract Change Control Procedure

DEFCON 621B (Edn 10/04) – Transport (If contractor is Responsible For Transport)

DEFCON 624 (Edn 11/13) – Use of Asbestos

DEFCON 627 (Edn 12/10) – Requirement for a Certificate of Conformity

DEFCON 630 (Edn 03/15) – Framework Agreements

DEFCON 632 (Edn 08/12) - Third Party Intellectual Property – Rights and Restrictions

DEFCON 642 (Edn 06/14) – Progress Meetings

DEFCON 644 (Edn 05/17) – Marking of Articles

DEFCON 656B (Edn 08/16) – Termination for Convenience - £5 m and Over

DEFCON 658 (Edn 10/17) – Cyber

DEFCON 660 (Edn12/15) – Official Sensitive Security **Please Note: For the purposes of this Framework Agreement there is no requirement for a Security Aspects Letter.**

DEFCON 670 (Edn 02/17) – Tax Compliance

3 DEFENCE FORMS

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

DEFFORM 10	Edn 12/13	Acceptance of Offer of Contract
DEFFORM 10B	Edn 03/14	Acceptance of Offer of Amendment to Contract
DEFFORM 68	Edn 06/15	Hazardous Articles, Materials or Substances Statement by the Contractor (Annex I)
DEFFORM 111	Edn 02/16	Appendix – Addresses and Other Information
DEFFORM 539A	Edn 08/13	Contractor’s Commercially Sensitive Information Form (Annex G)

SPECIAL CONDITIONS OF THE FRAMEWORK AGREEMENT

4 SCOPE OF THE FRAMEWORK AGREEMENT

- 4.1 This Framework Agreement governs the relationship between the Authority and the Contractor in respect of the procurement of the Fuel type detailed at Annex A to this Framework Agreement, by the Authorised Demanders from the Contractor, and sets out the terms which govern the supply of Fuel. The Authority shall not be bound to accept any fuel types supplied by the Contractor other than those detailed in the Schedule of Requirement (DEFFORM 110AL) at Annex A.

5 ENTIRE AGREEMENT

- 5.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 5.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.
- 5.3 Nothing in this Clause [5] shall exclude any liability in respect of misrepresentations made fraudulently.

6 DURATION OF FRAMEWORK AGREEMENT

- 6.1 The Framework Agreement shall take effect on the Framework Agreement Commencement Date and shall continue, unless terminated earlier in accordance with the Terms and Conditions of the Framework Agreement, for four (4) years, until [TO BE AMENDED ON RECIEPT OF SIGNED DEFFORM 10] and shall cover all Orders during this period. The Framework Agreement shall terminate without notice at the end of the four year period.
- 6.2 Orders placed within the duration of this Framework Agreement may be delivered after the Termination Date of the Framework Agreement. After the Termination of the Framework Agreement only instructions relating to existing Orders, such as reduction of quantities or cancellation, will be issued by the Authority.

7 LEAD IN PERIOD ACTIVITY

- 7.1 Within one week of the Framework Agreement Commencement Date, the Contractor will contact all of the Authorised Demanders at Annex C to arrange site access and conduct site visits/risk assessments. Site visits and risk assessments shall be completed prior to the delivery of any Orders placed.

8 PRECEDENCE

- 8.1 In the event of conflict between the Terms and Conditions of the Framework Agreement, or any Order, 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.
- 8.2 In the event of conflict between the DEFCONs (other than DEFCON 537) and Special Conditions, the Special Conditions shall take precedence.
- 8.3 Where the Contractor believes a conflict exists within the Framework Agreement, he shall bring this to the attention of the Authority at the earliest opportunity for consideration.
- 8.4 In all cases of a conflict between the Terms and Conditions of the Framework Agreement, or any Orders, or the Framework Agreement Annexes or any associated documents the Authority shall discuss these matters with the Contractor with a view to resolving the issues; however the Authority's decision shall be final and conclusive in all matters.
- 8.5 The Contractor agrees that any other terms and conditions or any general reservations, which may be printed on any of the Contractor's correspondence, shall not be applicable to this Framework Agreement.

9 WARRANTIES AND REPRESENTATIONS

- 9.1 The Contractor warrants, represents and undertakes to the Authority that:
- 9.2 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;
- 9.3 This Framework Agreement is executed by a duly authorised representative of the Contractor;
- 9.4 In entering this Framework Agreement it has not committed any fraud;
- 9.5 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;
- 9.6 In entering this Framework Agreement it has no knowledge, that:
- 9.7 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
- 9.8 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;
- 9.9 This Framework Agreement shall be performed in compliance with all Laws (as amended from time to time) and all applicable standards;

- 9.10 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;
- 9.11 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;
- 9.12 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;
- 9.13 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 Contractor 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 Contractor's assets or revenue;
- 9.14 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.
- 9.15 The Contractor also warrants, represents and undertakes to the Authority that:
- 9.16 In the three (3) years prior to the Framework Agreement Commencement Date (or from when the Contractor was formed if in existence for less than three (3) years prior to the Framework Agreement Commencement Date):
- 9.17 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
- 9.18 It has been in full compliance with all applicable securities and tax Laws and regulations in the jurisdiction in which it is established; and
- 9.19 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
- 9.20 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 Contractor which constitutes a material breach.
- 9.21 The Contractor acknowledges and agrees that:
- 9.22 The warranties, representations and undertakings contained in this Framework Agreement are material and are designed to induce the Authority into entering into it; and
- 9.23 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.

10 ESTIMATED QUANTITIES

- 10.1 The Estimated Quantities detailed at Annex C is for information only. The Framework Agreement does not guarantee any Fuel volumes. The Authority's Fuel volume requirements shall be detailed in Order Form at Appendix 3 to Annex B placed by the Authorised Demanders.
- 10.2 The Authority shall not be obliged to receive volumes other than those ordered, or to pay for volumes other than those received and accepted by the Authority

11 SURGE REQUIREMENT

- 11.1 The Estimated Quantities detailed at Annex C and the required delivery timescales detailed in Clause 18 are in support of current routine requirements within the UK. Increases above predicted levels shall be termed 'Surge'. Surge will be defined and notified by the Authority to the Contractor. The Authority shall have no contractual obligation to notify the Contractor with advance notice of such surges. The Contractor is obliged to use their best endeavours to satisfy the increased order and potential reduced delivery timescale to meet the Authority's requirements. The Contractor shall inform the Authority whether he can meet such requirements in full, or to the extent to which he is able to do so within 24 hours of receiving the surge demand notification.
- 11.2 When, under Clause 11.1, the Contractor has signified his inability to satisfy the surge requirement or a proportion of the requirement, the Authority shall be at liberty to purchase elsewhere such quantities as the Contractor is unable to supply.

12 SPECIFICATION OF FUEL

- 12.1 All Fuel to be supplied under this Framework Agreement shall comply in all respects with the specification in Table 1 of Annex B- StOR.
- 12.2 The Contractor shall supply Fuel to the latest issue of the DEFSTAN specification for the duration of the Framework Agreement. The Contractor is not permitted any discretionary powers to deviate from the specification. Any proposed deviation from the specification shall be referred to the Commercial Officer (box 1, DEFFORM 111) and must be approved by the Authority's Technical Representative in accordance with DEF STAN 05-61 Part 1 (latest issue).

13 ORDER PROCESS

- 13.1 Orders for Fuel shall only be placed by Authorised Demanders identified at Annex C using the Order Form detailed at Appendix 3 to Annex B. The Contractor shall only accept Orders from the Authorised Demanders using the Order Form.
- 13.2 The Contractor shall complete and sign the 'Acceptance of Order' section of the Order Form detailed at Appendix 3 to Annex B and return to the Authorised Demander no later than 24 hours following receipt of the Order. Upon acceptance of the Order, the Contractor shall proceed with performance of the Order, in accordance with the Terms and Conditions of the Framework Agreement.
- 13.3 In the event that there is a requirement to cancel/postpone an Order the Authority, where possible will notify the Contractor 24 hours or more in advance of the time/date of delivery. If a cancellation/postponement notification is provided to the Contractor 24 hours or more in advance there will be no charge to the Authority.

14 PROVISION OF MANAGEMENT INFORMATION (MI)

- 14.1 For the duration of the Framework Agreement, the Contractor shall maintain records of and submit, free of charge, to the Authority complete and accurate Management Information.
- 14.2 The Contractor shall submit to the Authority by the 5th working day of each month (for the month prior to the report submission date, for example a report submitted in September will detail all of the required MI for August), or as otherwise notified by the Authority a report which shall include as a minimum;
- a. Order Number
 - b. Name of Authorised Demander
 - c. Unit Identity Number (UIN)
 - d. order date
 - e. required delivery date
 - f. actual date of delivery
 - g. quantity ordered in litres
 - h. actual quantity delivered in litres
 - i. price per L=litre
 - j. net cost (excluding Value Added Tax)
- 14.3 The Authority may on occasion require Interim reports. The Contractor shall submit a response to the Authority in response to a request within 5 working days of that report being requested. The Authority reserves the right to develop and amend the content of reports and reporting processes with the Contractor.

15 REVIEW MEETINGS

- 15.1 Review meetings shall initially be held on a quarterly basis, however the Authority may change these to 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.
- 15.2 The review meetings shall review the Contractor'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 Contractor or by the Authority.
- 15.3 Each review meeting shall be chaired by the Authority's Commercial Officer and attendees shall include their equivalent within the Contractor's organisation, the Authority's Project Manager and their equivalent within the Contractor's organisation.
- 15.4 Minutes of each review meeting are to be produced by the Contractor within 1 week 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.

16 COMPLAINTS PROCEDURE

- 16.1 The Contractor shall ensure that Authority will be able to report complaints by e-mail. For the avoidance of doubt, any contact by a customer relating to the failure of any service shall be treated as a complaint.
- 16.2 The Contractor shall acknowledge complaints and inform the FCMO of the complaint within three working days of receipt by emailing: DESLDPprogMgt-DFAP-FCMO@mod.uk.

17 AUTHORISED DEMANDERS

- 17.1 The Contractor shall only accept Orders for the supply of Fuel placed using the Order Form detailed at Appendix 3 to Annex B from the Authorised Demanders detailed at Annex C, unless otherwise notified by the Authority. The Authorised Demanders detailed at Annex C is not an exhaustive list of all the units and locations that may need to use the Framework. There may be a requirement for the Contractor to allow new Authorised Demanders and locations limited to the United Kingdom (UK) to be able place Orders under the Framework Agreement.
- 17.2 The Authority will notify the Contractor of the requirement to add a new Authorised Demander to the Framework Agreement and shall be added by a formal amendment using the template at Annex E.

18 DELIVERY

- 18.1 The Contractor shall ensure that all deliveries are made in accordance with the terms of this Framework Agreement and any Order placed using the Order Form at Appendix 3 to Annex B.
- 18.2 Unless otherwise specified, the Contractor shall make delivery of Packed fuel within 8 working days of the Demand Order being accepted. Unless otherwise specified, the Contractor shall make delivery of Bulk fuel within 5 working days of the Demand Order being accepted. Routine requirements will be required to be delivered Monday through to Friday, between the times of 9a.m.-5p.m. In exceptional circumstances such as Surge, the Contractor may be requested to deliver outside of these days/times.
- 18.3 If, for any exceptional reason, delivery cannot be made within the required timescale, the Contractor shall inform the Authorised Demander and the FCMO detailed in DEFFORM 111 at the earliest opportunity.

19 LIABILITY FOR NEGLIGENT DELIVERY

- 19.1 Notwithstanding the rights of the Contractor and the Authority under DEFCONs 524 and 525 and in other Conditions herein the Contractor shall be liable for any remedial work or costs required as a result of negligent delivery, where delivery is made incorrectly into the incorrect fuel tank or other storage, unless the Contractor was acting under specific instructions from the Authority when doing so.

20 SAMPLING AND TESTING

- 20.1 All procedures for sampling and testing of Fuel are detailed at Appendix 1 to Annex B. The Authority reserves the right to conduct any additional sampling and testing it requires, at any point prior to final acceptance (as detailed in Appendix 1 to Annex B), to establish conformity with the specification. The Authority shall be liable for the cost of any additional testing, unless any sample taken from the Fuel is found not to comply with the requirements of the relevant Fuel specification. If the sample taken does not comply with the relevant Fuel specification, the Contractor shall be liable for the costs of the additional sampling and /or testing. Additionally the Fuel may be rejected in accordance with DEFCON 524 – Rejection and Clause 21 - Rejection.
- 20.2 The Authority shall not be held liable for any costs associated with delays to loading of the Fuel due to additional sampling and testing required by the Authority to establish conformance with the specification.

21 REJECTION

- 21.1 The Authority reserves the right to reject any Fuel which fails to fully comply with the relevant Fuel specification, or pre-receipt checks detailed at Appendix 1 to Annex B.
- 21.2 If the density of the fuel varies by +/- 3 Kg/m³ from the supplied documentation then this will be cause for rejection if the discrepancy has not been resolved to the Authority's satisfaction, in accordance with paragraph.
- 21.3 In addition and without prejudice to DEFCON 524 and Clause 20 SAMPLING AND TESTING the Contractor 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 Contractor of these costs.
- 21.3.1 The Contractor shall be responsible for the replacement of non-compliant Fuel. The Authority shall not be held liable for any costs associated with the replacement of non-compliant Fuel.

22 CONVERSION FACTORS

- 22.1 The Conversion factors which shall apply at 15 degrees Centigrade for invoice purposes are as follows:

$$\text{F-18 AVGAS} = \text{One Metric Tonne (MT)} = 1.401 \text{ M}^3.$$

23 PRICING

- 23.1 The Framework Agreement is priced on the basis of Firm Premium (not subject to variation for the duration of the Framework Agreement) and a variable element, the Platts Price of Fuel, calculated using Platts Marketscan.
- 23.2 The Firm Premium shall be inclusive of all costs (not subject to variation for the duration of the Framework Agreement) and calculated in pence per litre and multiplied by the volume of Fuel delivered (in accordance with Clause 24– Submission of Invoices).
- 23.3 The variable element shall be calculated using Platts Marketscan.
Each Business Day the Platts Marketscan publishes 'low', 'high' and 'mean' figures for each Platts Index. The Platts base that shall apply to Bulk and Packed Fuel is "Barges FOB Rotterdam Gasoline 10ppm" and the relevant Platts code is "PGABM00".
- 23.4 The Platts Price shall be calculated by taking the average of the published 'high' figures for this Platts Index for the month prior to delivery (M-1 – see Definitions).
- 23.5 The sum of the Firm Premium detailed at Annex D, for the volume of Fuel delivered and the Platts Price, plus AVGAS Duty and VAT where applicable, shall constitute the total price to be paid to the Contractor.
- 23.6 The Authority shall, by the 5th Working day of the month issue a Monthly Price Notification Letter. This Letter shall detail the prices for the month that the Notification Letter is issued, using PLATTS Data and Exchange Rate Data from the Bank Of England for previous month (M-1). This letter shall detail the total price of fuel including delivery and AVGAS Duty in Pence per Litre (PPL) for each base/unit.

24 SUBMISSION OF INVOICES

- 24.1 The Authority shall use its CP&F system to make payment. Due to the tolerance in volumes, the Authority and Contractor are required to carry out the CP&F actions retrospectively. The Contractor 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. Following agreement between the Authority and Contractor of the value on the "NOT FOR PAYMENT" invoice the Authority shall raise a purchase order on CP&F and inform the Contractor that this action has been completed. The Contractor shall then be required to submit an invoice via EXOSTAR that will match the purchase order on CP&F.
- 24.2 The invoice submitted by the Contractor will capture all deliveries made within the month prior to submission of the invoice as per the Management Information, Clause 14 plus the supporting documentation detailed at Clause 23.3. The Authority will use MI issued by the Contractor as per Clause 14 of the terms and conditions and the supporting documentation to capture all of the deliveries undertaken in the previous month. The Authority will then raise a Purchase Order on the CP&F system for the total value of these deliveries. Following the creation of the Purchase Order, the Contractor shall submit an invoice via CP&F/EXOSTAR detailing the agreed value and volume for payment.
- 24.3 Supporting documentation will be in the form of a signed delivery note per delivery of Fuel relating to the deliveries undertaken in the month to which the MI/invoice relates and shall be submitted to the Authority in electronic format, compatible with MS Office 2013 (or later versions as agreed with the Authority), by the 5th working day of each month in conjunction with the MI at Clause 14, or as otherwise required by the Authority, so that the validity of the MI can be verified before payment via CP&F is made. Once the MI has been verified and validated in conjunction with the delivery note/invoice payment will be made via CP&F.

25 PAYMENT

- 25.1 The Authority shall use its CP&F system to make payment.
- 25.2 Payment shall be made via CP&F in accordance with the procedure detailed at Clause 24 Submission of Invoices and DEFCON 522.
- 25.3 Payment shall be made in POUND £ Sterling to 2 decimal places.

26 TOLERANCES

- 26.1 Delivery volumes declared will be acceptable within tolerances of 0.5% of the Order as measured at receipt point.

27 INSURANCE

- 27.1 The Contractor will ensure that they and all relevant parties within their supply chain subject to the Framework Agreement shall maintain any statutory insurance required by relevant regulations and Law.

28 INDEMNITY

28.1 The Contractor shall fully indemnify the Authority against any damage, loss or injury, including loss of life suffered by the Authority, or any third party, howsoever caused by the Contractor in discharging his obligations under the Framework Agreement.

29 CHANGE IN LAW

29.1 The Contractor 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.

30 FREEDOM OF INFORMATION

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

(a) Provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

(b) Transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;

(c) Provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Business Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

(d) Not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

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

31 PUBLICITY

- 31.1 Unless otherwise directed by the Authority, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 31.2 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.
- 31.3 The Contractor shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

32 HEALTH AND SAFETY

- 32.1 The Contractor shall perform its obligations under this Framework Agreement in accordance with:
 - a) All applicable Law regarding health and safety;
 - b) The Contractor's own health and safety policies; and
 - c) Any reasonable health and safety directions issued from time to time by the Authority to the Contractor.
- 32.2 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 Contractor 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.
- 32.3 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.

33 ENVIRONMENTAL

- 33.1 The Contractor 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.

34 CROWN COMMERCIAL SERVICES

- 34.1 Crown Commercial Service (CCS) may, at some point in the future, assume management responsibility of the Framework Agreement by acting as a Managing Agent of the Authority.
- 34.2 The Contractor will be notified of the date that Crown Commercial Services (CCS) will commence management of the Framework Agreement. The Contractor shall promptly take all such steps, carry out all such actions and execute and deliver all such instruments and documentation as may be necessary or expedient to give effect to this transition.

Annex A - DEFFORM 110AL Edn 10/04 – Schedule Of Requirements

Certas Energy UK Ltd T/A Gulf Aviation 302 Bridgewater Place Warrington Cheshire WA3 6XG	<i>MINISTRY OF DEFENCE</i> <i>SCHEDULE OF REQUIREMENTS</i> For the Provision of AVGAS	Contract No: DFAP/0003
		Previous Contract Nos: DFFS/5053

Table 1 - Items

Item	NSN/ DMC	Description	Estimated Annual Volumes	Firm Price
1	9130-99-549-5532	Drummed F-18, Gasoline, Aviation Grade 100/130, AVGAS 100LL to Defence Standard 91-90 (latest issue)	Further details of all locations at Annex C to the Contract	Pricing details of locations can be found at Annex D
2	9130-99-910-0444	Bulk F-18, Gasoline, Aviation Grade 100/130, AVGAS 100LL to Defence Standard 91-90 (latest issue)	Further details of all locations at Annex C to the Contract	Pricing details of locations can be found at Annex D

Table 2 - Packaging Requirements

Item	Packaging Spec/Special Markings etc
1	See Appendix 2 to Annex B to the Framework Agreement

Table 3 - Ordering Period

Item	Start	Rate	Finish	
1	TO BE	As Authorised	TO BE	CONDITIONS OF
2	AMENDED ON	Orders	AMENDED ON	CONTRACT
	RECIEPT OF		RECIEPT OF	This contract is subject to the
	SIGNED		SIGNED	attached Standard Conditions
	DEFFORM 10		DEFFORM 10	and Special Conditions of
				Contract

Annex B - Statement of Requirement (StOR)

1. INTRODUCTION

The Contractor is required to deliver the following commodities:

Bulk AVGAS 100LL, NATO Code F-18, to Bulk Fuel Installations(BFI), Bulk Fuel Carrying Vehicles (BFCVs) and trailers at a variety of dispersed MOD establishments. The fuel must comply with Defence Standard 91-090 (latest edition).

Packed AVGAS 100LL, NATO Code F-18 packed in 205 litre drums. The fuel must comply with Defence Standard 91-090 (latest edition).

2. PRODUCT SPECIFICATION

Table 1: Specification Criteria

Product	Description	Specification
Bulk AVGAS 100LL, NATO Code F-18	Bulk AVGAS 100LL	The fuel must comply with Defence Standard 91-090 (latest edition).
Packed AVGAS 100LL, NATO Code F-18	Packed AVGAS 100LL packed in 205 litre drums	The fuel must comply with Defence Standard 91-090 (latest edition).

3. The Contractor is responsible for ensuring that the quality of the work performed and of the articles and materials supplied by him and all his Supplier Suppliers conform to the requirements of the Framework Agreement. The Contractor shall maintain a quality management system and continually improve its effectiveness in accordance with the terms and conditions of the Framework Agreement.

4. The Contractor shall be responsible for ensuring that all Fuel, supplied under the Framework Agreement conforms in all respects to the DEFSTAN detailed at Table 1 of Annex B-StOR. If the Contractor provides fuel via another Supplier, the Contractor shall be responsible for the standard of service and quality of all products supplied; and shall indemnify the Authority against all liability for loss or damages arising from the supply of any product which does not fully meet the Contract specification.

5. The Authority shall have the right to send a Representative to ensure that the Contractor's inspection facility is working to the satisfaction of the Authority. 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.

6. The Contractor shall throughout the duration of the Framework Agreement comply with the following Defence Standards.

Defence Standards 05-61 – Quality Assurance Requirements, Part 1 Concessions

Defence Standard 91-66 – The segregation, Handling and Quality Assurance of petroleum fuels, lubricants and associated products.

CERTIFICATION REQUIREMENTS

7. For Bulk Fuel requirements the Contractor shall submit a Certificate of Analysis for each delivery of Bulk Fuel that will be delivered to the Authority for approval by Authority's technical representative. The Certificate of Analysis is required to ensure that the fuel to be delivered will meet the requirements of the specification.

8. The Contractor shall send the Certificate of Analysis to ACDSLOGOPS-DSFAFuelsTechnical@mod.gov.uk no later than 24 hours prior to the planned delivery time.

9. The Certificate of Analysis shall include a full specification analysis and details of additives with their qualification references.

For Bulk Fuel deliveries the Contractor shall not deliver the Fuel until the Certificate of Analysis has been approved by the Authority's technical representative.

10. The Contractor shall also provide a Certificate of Conformity for Bulk and Packed Fuel with each delivery in accordance with para 16 of Appendix 1 to Annex B and DEFCON 627.

Appendix 1 to Annex B - Procedures for Delivery, Sampling, Inspection, Testing and Verification of Fuel

Bulk F-18, Gasoline, Aviation Grade 100/130, AVGAS 100LL; and Packed AVGAS 100LL, NATO Code F-18

Delivery and Measurement of Quantities

1. Bulk Fuel shall be delivered as ordered by the Authorised Demander.
2. The Fuel shall not be accepted unless the pre-receipt checks are satisfied as below:
 - 2.1 Check that the product and grade of fuel are correct on the receipt documentation and that the documentation is complete.
 - 2.2 **Visual:** Product should be clear, blue in colour and not contain any free water, suspended water, particulate or suspended material.
 - 2.3 **Relative Density:** If the density of the product varies by more than +/- 3 kg/m³ from the delivery note, then the product is not to be discharged until the discrepancy has been resolved to the Authority's satisfaction.
3. Receipt shall not commence until satisfactory completion of these checks.
4. If the product is deemed unsatisfactory and rejected, in accordance with para 2 above the Contractor is to provide a replacement product free from contamination and fully compliant with the specification within 3 working days.
5. The Contractor shall, as soon as each delivery is completed, present to the Authorised Demander, a delivery ticket, to be signed by the representative of both the Authority and the Contractor, in respect of the quantity delivered.
6. The quantity of Bulk Fuel supplied shall be measured by meter reading, or other approved measuring device of the vehicle taken before and after delivery in the presence of the Authority's Representative, who shall be at liberty to compare readings.
7. The Authority will have the right to verify the quantity of fuel recorded as having been delivered, and to check the accuracy of the equipment provided by the Contractor for the measurement of the quantity delivered.
8. A further check on the quantity delivered is to be made by a measuring device provided by the Authority.
9. If the Authority's Representative disagrees with the stated quantity of Fuel being delivered at this point, they will annotate the details of the discrepancy on the delivery ticket and confirm the complaint in writing to FCMO (Fuels Commissioning and Management Organisation) by emailing: DESLDProgMgt-DFAP-FCMO@mod.gov.uk **Acceptance** All

Fuel supplied shall be compliant with the full requirements of the specification. The Contractor is not permitted to deviate or substitute any part of the specification. The Authority reserves the right to reject any Fuel which fails to fully comply with the relevant Fuel specification in accordance with Clause 21 of the terms and conditions.

10. All deliveries for Bulk Fuel shall be sampled by the receiving unit to confirm quality and compliance, in accordance with pre-receipt checks detailed at para 2 above prior to acceptance by the Authority.

11. Any non-compliance is to be reported to the Authority's Technical Team (ACDSLOGOPS-DSFAFuelsTechnical@mod.gov.uk) before receipting into the Authority's storage for direction on acceptance or rejection.

Delivery Documentation and Required Information

12. The delivery ticket shall be signed by both the Contractor's and the Authority's Representatives, after agreement that the required quantity has been supplied.

13. The original delivery ticket shall be retained by the Contractor, to accompany the invoice to the Authority. One copy shall be retained by the Authorised Demander.

14. The information required on the delivery ticket is as follows:

Name of Product

Order Number

Product Code

Vehicle Details

Driver's Name

Date of Delivery

Quantity Delivered

Certificate of Conformity Number

15. Each delivery shall be accompanied by a Certificate of Conformity which is to include the following details:

Details of Issuing Authority

Consignee Name and Address

Product Type

Specification

Tank Number

Batch Number

Test Report Number

Batch Density at 15°C

Quantity Supplied

Inspector's Reference Number

The Certificate shall bear the signature of an Approved Signatory

Services on Government Property

16. For deliveries of bulk products to Units, it shall be the responsibility of the Demanding Unit to ensure that the storage into which the fuel is to be delivered shall safely receive the full quantity ordered, and that the connecting hose is properly and securely connected to the fuelling point of the said storage. The Contractor is to ensure that the delivery hoses and couplings match respectively the receipt line capacity and couplings on the Authority's Bulk Fuel Installations or bowzers. The Contractor shall be able to do bowser-to-bowser transfers and interoperate with existing infrastructure using either NATO standard male Hose End Pressure Coupling (HEPC) or standard industry dry break or aviation couplings (Avery Hardoll current brand in use but equivalent will suffice).

Event of A Spill

17. The Authority will have adequate emergency procedures and will provide immediate assistance to the Contractor or his Supplier in the event of a spill of the product upon delivery at the Authority's premises. If an escape, spillage or discharge of fuel (hereinafter referred to as a 'spill') occurs during delivery to the Authority, the Authority will promptly take such action as is reasonably 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.

Shelf Life of Packed AVGAS 100LL, NATO Code F-18

18. Packed AVGAS, when delivered, must meet the Minimum Shelf Life criteria required. In all cases, the remaining shelf life upon delivery must be at least 2/3rds of the maximum shelf life. The remaining shelf life upon delivery must be at least 8 months (2/3rds of the maximum shelf life of 12 months).

Appendix 2 to Annex B – Packaging Requirements

Item 1 – Drummed F-18, Gasoline, Aviation Grade 100/130, AVGAS 100LL

Packaging Requirements

1. Containers shall comply with BS EN 210 (latest issue) or equivalent with a 1.2 mm body and 1.2 mm ends with two coats of interior grey lacquer to AFS 978A and UN certified. The exterior colour shall be to BS 381C Colour 298 Olive Drab Gloss or other subdued colour acceptable to the Authority's Technical Team. The container and closure shall be compatible with the product and suitable for transportation, distribution and use including subsequent storage for the shelf life of the product in covered, unheated stores. All packs shall comply with statutory requirements in respect of transport, storage and health and safety hazards as identified in DEFCON 68 (Edn 02/17). Additionally, primary containers shall also comply with the packaging requirements detailed in DEFCON 129 (Edn 18/11/16).

Markings

2. All containers are to be marked clearly and in accordance with the requirements of Defence Standard 05-52 (Part 1) (latest issue) and shall show all applicable hazard markings identified in DEFCON 68 (Edn 02/17). In addition, all packs shall comply with statutory requirements in respect of transport, shipping, storage and health and safety hazards as identified in the Globally Harmonised System of Classification and Labelling of Chemicals (GHS).

Product Information Labelling

3. The appropriate Domestic Management Code (DMC), NATO Stock Number (NSN), contract number, batch number, filling date and re-inspect date must be shown on all containers. For these purposes labels may be used but they must comply with BS 5609 (latest issue), be inert to the product and adhere to the container/overpacking for the life of the product.

5. **Re-inspection Requirements** 4. There shall be a minimum of two thirds of the period between the filling date and the re-inspection date remaining at the time of delivery. Failure to comply with this procedure may result in the product being rejected by the Authority. The minimum frequency for the re-inspection of Joint Service Designation (JSD) products is detailed in Table 2 of the Defence Standard 01-005 (latest issue). The minimum frequency for re-inspection for other products will be confirmed by the Authorities Technical Team, DFTA on request (see Box 7 of the Appendix to Contract for contact details).

Additional Drummed Requirements for AVGAS F-18 only:

6. The drum end colour (closure end) shall be colour coded using BS 381C Colour 109 Middle Blue (Pantone colour 302C) and BS 381C Colour 537 Signal Red (Pantone Colour 179C) as described in Defence Standard 05-52 Part 2 (latest issue).

Appendix 3 to Annex B – Order Form Template

This Order Form is submitted to the Contractor under Contract ref DFAP/0003/**[Authorised Demander to enter Order ref]** to notify the Contractor of the Authority's requirement as detailed below.

The Contractor shall only accept Orders from the Authorised Demanders identified at Annex C of the Framework Agreement, or as notified by the Authority from time to time.

If you wish to accept this Order, please complete and sign the 'Acceptance of Order' section below and return to the Customer no later than 24 hours following receipt of the Order. Upon acceptance of the Order, the Contractor shall proceed with performance of the Order, in accordance with the Terms and Conditions of Framework Agreement DFAP/0003.

ORDER NUMBER	
FUEL TYPE	F-18 AVIATION GASOLINE (AVGAS) 100LL
VOLUME	
DELIVERY METHOD (PACK/BULK)	
DELIVERY DATE	
DELIVERY TIME	

Order Raised by:

Authorised Demander Role Title	Authorised Demander Name	Signature	Date

Order Accepted by

ACCEPTANCE OF ORDER CONTRACTOR TO COMPLETE	
Contractor's Authorised Representative name and contact details, for matters concerning this Order	
Proposed delivery date	

We acknowledge receipt of your Order Form, reference *[Contractor to enter Order number]* dated *[Contractor to enter date of Order]*, and confirm that we accept the Order contained therein. We understand that by accepting the Order, we are entering into a legally binding contract and agree to be bound by the Terms and Conditions of Framework Agreement DFAP/0003. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Order. We confirm that we are proceeding with the work.

Signed by:

Name (Block Capitals):

Position:

For and on behalf of:

Authorised Signatory:

Date:

Annex C – Authorised Demanders, Delivery Locations, Estimated Quantities and Unit Technical Requirements

Contract DFAP/0003

Item 1 - Packed											
TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Army Command - JHC	CA220A	47 Watchkeeper force	47 Regiment Royal Artillery, Horne Barracks, Larkhill, Wiltshire	SP4 8QE	2,133	6,400	6,400	6,400	4,267	REDACTED	N/A
Item 2 - Bulk											
TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Air Command	F6046A	RAF Coningsby	RAF Coningsby, Lincolnshire.	LN4 4SY	43,333	130,000	130,000	130,000	86,667	REDACTED	Hose with 3" BSP female end connector. Direct delivery into the BFI. RTW with pump-off capability into bowser.

TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Air Command	F5661A	RAF Cranwell	Cranwell, Sleaford, Lincs.	NG34 8HB	15,611	46,833	23,417	15,611	10,407	REDACTED	Hose with 3" BSP female end connector. Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
Air Command	F4240A	Azminghur Barracks	Colerne, Chippenham	SN14 8QY	32,000	96,000	96,000	96,000	64,000	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.

TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Air Command	F5290A	RAF Linton-On-Ouse	York	YO30 2AJ	20,000	60,000	60,000	60,000	40,000	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
Air Command	F4569A	RAF Lossiemouth	LSS RAF Lossiemouth, Moray	IV31 6SD	30,000	90,000	90,000	90,000	60,000	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
Air Command	F5166A	RAF Leeming	F&L RAF Leeming Northallerton	DL7 9NJ	13,333	40,000	40,000	40,000	26,667	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
Air Command	D6482A	RAF Cosford	West Midlands	WV73EX	36,000	108,000	108,000	108,000	71,000	REDACTED	Hose with 3" BSP female end connector. Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.

TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Navy Command	N2733B	RNAS Yeovilton	Ilchester, Somerset	BA22 8HT	33,333	100,000	100,000	100,000	66,667	REDACTED	3" male rapid flow end connection. Deliveries into 2 x RN 9,000 litre bowzers. Delivery vehicle can also use Avery Hardoll Pressure Nozzle (or equivalent) to connect to bottom loading point.
Navy Command	N5690E	RNAS Culdrose	Helston, Cornwall	TR12 7RH	5,000	15,000	15,000	15,000	10,000	REDACTED	Avery Hardoll (HEPC) or equivalent required. RTW with pump-off capability into bowser.
Air Command	F5661B	MOD St.Athan	Mod St Athan	CF62 4WA	33,333	100,000	100,000	100,000	66,667	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
Army Command	F4749A	RAF Benson	RAF Benson, Wallingford, Oxon	OX10 6AA	49,985	149,955	149,955	149,955	97,970	REDACTED	3 ½" Avery Hardoll or equivalent. RTW with pump-off capability into bowser.

TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Army Command	A4003A	AAC Middle Wallop	Middle Wallop, Stockbridge, Hants	SO20 8DY	20,000	60,000	60,000	60,000	40,000	REDACTED	<p>There are no technical requirements because bulk AVGAS goes straight into the bowser.</p> <p>Tanker to Tanker – Slandered RAF Dry Brake coupling for bowser to bowser transfers</p> <p>Deliveries cross loaded direct into bowzers</p>
Army Command	D0302E	RAF Manston	RAF Manston, Ramsgate, Kent	CT12 5BS	1,700	5,100	5,100	5,100	3,400	REDACTED	Hose with 4" BSP female end connector. Direct delivery into the BFI.
Army Command	F4617A	RAF Odiham	Odiham, Hook, Hants	RG29 1QT	1,244	3,733	3,733	3,733	2,489	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.

TLB / Organisation	UIN	Unit	Address	Postcode	Estimated quantities for FY17/18 (litres) (4 months)	Estimated quantities for FY18/19 (litres)	Estimated quantities for FY19/20 (litres)	Estimated quantities for FY20/21 (litres)	Estimated quantities for FY21/22 (litres) (8 months)	Authorised demander (name, email address, phone number)	Technical Requirements
Air Command	F4574C	RAF Woodvale	Formby, Lancs	L37 7AD	16,000	48,000	48,000	48,000	32,000	REDACTED	Hose with 3" BSP female end connector. Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
Air Command	F5656A	RAF Wittering	RAF Wittering, Peterborough, Cambs	PE8 6HB	80,000	240,000	240,000	240,000	160,000	REDACTED	Avery Hardoll or equivalent required. RTW with pump-off capability into bowser.
	F4680A	RAF Leuchars	Main St, Leuchars, St Andrews	KY16 0JX	20,000	60,000	60,000	60,000	40,000	REDACTED	Avery Hardoll required. RTW with pump-off capability into bowser

Annex D – Pricing
Contract DFAP/0003

Packed F-18 (AVGAS 100LL)					
Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Firm Premium for Duration of Framework Agreement (Premium – Pence Per Litre)
47 Watchkeeper Force	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]

Bulk F-18 (AVGAS 100LL)					
Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Firm Premium for Duration of Framework Agreement (Premium – Pence Per Litre)
RAF Coningsby	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Cranwell	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
Azimghur Barracks	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Linton-On-Ouse	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]

Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Firm Premium for Duration of Framework Agreement (Premium – Pence Per Litre)
RAF Lossiemouth	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Leeming	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Leuchars	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Cosford	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
MOD St Athan	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RNAS Yeovilton	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RNAS Culdrose	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Benson	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
AAC Middle Wallop	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Manston	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Odiham	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]

Location	Platts Base	Platts Code	Frequency (eg previous week, month, 15 day)	High/Mean/Low	Firm Premium for Duration of Framework Agreement (Premium – Pence Per Litre)
RAF Woodvale	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]
RAF Wittering	Barges FOB Rotterdam Gasoline 10 ppm	PGABM00	Previous month average	High	[PRICE REDACTED COMMERCIALY SENSITIVE]

Annex E – Pricing Letter Template



[DATE]

DE&S LDOC Fuels Commercial

0306 7983522



DESCOMMODITIES-COMRCL-FUEL@MOD.GOV.UK



Ministry of Defence
Defence Equipment & Support



Elm 2A #4234

MOD Abbey Wood

Bristol BS34 8JH

DATE

Our Ref : DFAP/0003

**CONTRACT NUMBER: DFAP/0003 – Provision of Bulk and Packed F-18 Aviation
Gasoline (AVGAS) 100LL**

PRICING LETTER NUMBER: X

Dear Sirs,

1. Reference: E-mail from **Certas Energy UK Ltd T/A Gulf Aviation** requesting out of scope business payment authorisation.
2. The reference relates to a request from Certas Energy UK Ltd T/A Gulf Aviation for delivery to:
.....
3. The breakdown of the price is as follows:

Requested items: XXX

Quantity: XXX

Price per item: £....

Total Price £....

4. Please acknowledge receipt of this Pricing Letter by e-mail. A copy of this Pricing Letter should be attached to the invoice documentation (MI) when submitted for payment.
5. All other Terms, Conditions and Pricing of Contract DFAP/0003 remain unchanged.

Annex F – DEFORM 111
Contract DFAP/0003

DEFFORM 111

(Edn 08/15)

APPENDIX TO FRAMEWORK AGREEMENT – DEFFORM 111

Addresses and Other Information

1. Commercial Officer

DES LDOC DFAP
Commercial Manager
DE&S Logistics Delivery Operating Centre
Commercial Fuels Team
Elm 2A, #4234, NH4
DE&S Abbeywood
Bristol BS34 8JH

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

8. Public Accounting Authority

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

☎ 44 (0) 161 233 5397

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

☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)

DES LDP Prog Mgt-DFAP-FCMO

Fuels Commissioning and Management Organisation (FCMO)
DE&S Logistics Delivery Operating Centre
Elm 2A, #4234, NH4
DE&S Abbeywood
Bristol BS34 8JH

Tel: 030 679 33790 / 030 679 83601 / 030 679 85729
Email:
DES LDP Prog Mgt-DFAP-FCMO@mod.gov.uk

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

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

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags
Liverpool, L2 3YL
Fax: 0151-242-2809
Website is:
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

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

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: [DESLCSLS-
OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

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].

NOTES

1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>