

Schedule 1

Pricing Schedule

for

**The Provision of Aviation Fuel and Refuelling Services at Civilian Airports,  
Worldwide**

**ACT/04477**

**Pricing Schedule - Locations and Pricing**

								Year 1 01 June 2016 to 30 September 2017	Option Period 01 October 2017 to 07 February 2018
Country	Airport	IATA Code	ICAO Code	Fuel Type	Platts Price Base	Platts Data Code	Frequency	Premium / Rebate (USD/USG)	Premium / Rebate (USD/USG)
Gibraltar	Gibraltar Airport, Gibraltar	GIB	LXGB	NATO F-34, AVTUR FSII					
				NATO F-35, Jet A-1					
				Other (please specify including additional information in ANNEX A)					

Schedule 2

Statement of Requirement

for

**The Provision of Aviation Fuel and Refuelling Services at Civilian Airports,  
Worldwide**

**ACT/04477**

## **GENERAL INFORMATION - BACKGROUND**

1. An enduring requirement exists for UK Military aircraft to uplift fuel from commercial sources when operating or staging through UK and overseas civilian airports. During the course of 2013 and 2014, Air Command aircraft uplifted circa 167 million litres of aviation fuel from approx. 400 worldwide locations. Future requirements are likely to be similar to those shown within this document; however, locations may need to be amended as the changing operational environment dictates. Any such changes shall be documented by appropriate contract amendment. The Commercial Authority named within Box 2 of Annex E to Contract are the sole responsibility for amending and issuing Contract Amendments.

## **HISTORICAL DATA**

2. The details of fuel uplifts from 2013 / 2014 are listed within the Special Notices and Instructions to Tenderers (SNITs). This data includes uplift locations and volumes. This historical information has been included to provide an indication of the potential size and frequency of future uplifts, based on the current operational climate, however this Contract does not guarantee a definite quantity of fuel, and figures are provided for guidance only.


## **SPECIFIC REQUIREMENTS**

3. The Authority's requirements for fuel types and standards are as detailed in the SOR at Schedule 2. The baseline fuel type that is required is F-35, AVTUR (Civilian - Jet A-1); however, where available, the preferred fuel type is F-34 AVTUR FSII. Whilst F-34 is the preferred fuel type owing to the additives that it contains, no special provision is required. Specific information regarding the method by which the individual aircraft types are refuelled is at Annex B.

## **SPECIAL REQUIREMENTS**

4. The Authority currently has a limited number of Ground Handling Contracts (GHC) at commercial airports worldwide and at these locations a condition of the GHC is for co-ordinated and co-operative liaison between GHC and Fuel Supplier. Further details are provided within the Terms and Conditions of Contract at Schedule 3 and the current list of Ground Handling Contract locations and Points of Contact are located at Annex A.

### Statement of Requirement

SoR Ref	Requirement Summary	Standard	Reference	Special Instructions
1	<b>Overarching Requirement:</b> The Contractor shall supply and deliver aviation fuel as specified in Serial 2 below directly into the Authority's aircraft at the international locations listed in Annex A to this SOR and in accordance with the Terms and Conditions of Contract at Schedule 3.	In addition to the Defence Standards, CAPS, other specified publications and relevant equivalents, the Contractor will ensure that there is no breach of regulations or procedures of relevant Airport Authority, local laws and ordinances.		Additional aircraft types may be added or removed at the discretion of the Authority. Guidance on aircraft types are provided at Annex B. The requests for fuelling will be in accordance with the Terms and Conditions of Contract.
1.1	The Contractor is responsible for the prompt re-fuelling of the aircraft and will take all reasonable measures not to delay aircraft departure.			
1.2	Occasionally and when requested by the Authority, the Contractor shall carry out aircraft de-fuelling.			Fuel removed to be stored or disposed of will be agreed between the relevant parties. See the Terms and Conditions of contract for more detail.

2	<p><b><u>Fuel Types:</u></b> AVTUR FSII (NATO code F-34) is the preferred fuel type; however no special provision is required. If AVTUR FSII (F-34) is not available, Jet A1 (NATO code F35) is the baseline fuel</p> <p>Alternatives may be acceptable but only if the aircraft refuelling can accept that particular fuel type and prior approval has been obtained from the Authority - See Special Instructions.</p>	<p><b><u>Fuel Specification:</u></b>  i. Defence Standard 91-91 (F-35)  <b>Def Stan 91-91 (Latest Issue) with the exception of Annex D.</b>  <b><u>NOTE: MOD Prohibits the use of ANY synthetic product.</u></b>  ii. Defence Standard 91-87 (F-34)  <b>Def Stan 91-87 (Latest Issue) with the exception of Annex C.</b>  <b><u>NOTE: MOD Prohibits the use of ANY synthetic product.</u></b>  * ASTM D1655 Jet A / F-24  * MIL DTL 83133 JP-8</p>	<p>Defence Standards are available from:  <a href="http://www.dstan.mod.uk">www.dstan.mod.uk</a></p>	<p>Fuel is to be identified by both its NATO code and its civilian classification.</p> <p>Prior approval for the alternative fuels must be obtained from the Technical Authority via the Project Manager or his/her nominated representative named at Box 2 of Annex E to Contract. Any such changes shall be subject to Contract Amendment in accordance with DEFCON 503 and 620 and the Terms and Conditions of Contract.</p>
2.1	<p>Measurement of Quantity. - The quantity of the fuel delivered will be taken by the contractor in the presence of the Demanding Officer (DO) or nominated Aircrew member.</p>			<p>No adjustment for ambient temperature to be made to fuel quantities.</p>

3	<p><b>Quality Assurance:</b> The Contractor will provide fuel which meets the standards detailed at Serial 2.</p>	<p>As identified in Serial 2. As a minimum, test certificates/ certificates of quality must detail all information required by the relevant product standard as detailed, including declaration of certain components, the refinery of origin, sample number, batch number, tank number, date sampled and identify the test house conducting the analysis..</p>	<p>Fuel must conform to the appropriate fuel specification at: <a href="http://www.dstan.mod.uk">www.dstan.mod.uk</a></p>	<p>Should the need arise; the Authority is allowed to sample the fuel and confirm conformity. The Authority will give the Contractor reasonable notice in advance on any intention to obtain samples. The taking of samples shall take place by a method and at a time to be mutually agreed between the parties. On reasonable request by the Authority, the Contractor shall provide a hydrometer and thermometer for the Authority to determine the density of a sample from any particular fuelling. The Authority or its nominated representative has the right to be present during obtaining of samples.</p>
3.1	<p>The Contractor will provide a Quality Management System to ensure that the fuel provision meets the standards required on all occasions.</p>	<p>Quality Management System in Accordance with AQAP 2130, AQAP 2105 - NATO Requirements for deliverable Quality plans. The equivalent standards will be acceptable.</p>	<p>Defence Standard 05-61 part 1 and part 4. RA 1910 - Quality Assurance of Aviation Fuel from non-MOD Sources</p>	

3.2	Fuel supplied must be handled in accordance with RA 1910 either JIG 1 'Guidelines for Aviation Fuel Quality Control Procedures for Joint Into–Plane Fuelling Services' (latest issue), Air Transport Association Regulations (ATA), or CAP 748 (CAP).	RA 1910  JIG 1 'Guidelines for Aviation Fuel Quality Control Procedures for Joint Into–Plane Fuelling Services' (latest issue)  Air Transport Association Regulations (ATA) (latest issue)  CAP 748 (CAP) (latest issue)		
4	<b>Fuel Supply</b> - Fuel must be supplied at each location within the published airport operating hours. On all occasions, fuel will be provided by a suitable system and method, so as to minimise any delay to aircraft departure.	i. The normal procedure for fuel ordering will be during pre-flight planning stages, however, on occasion there may be a requirement for fuels to be ordered by the pilot, with short notice, via Air Traffic Control Radio Transmission (ATC R/T).ii. To avoid confusion and delay the Contractor must ensure that when the aircraft arrives at its location, all personnel involved in the refuelling process are fully aware of their responsibilities under this Contract.		If a hydrant is used, marshallers are to be aware of the locations of Military Aircraft refuelling points. For security reasons aircrew require the option of being able to order fuel via ATC R/T and at short notice.



5	<p><b><u>Fuel Delivery</u></b> - Delivery must be able to accommodate different aircraft types flown by the UK MOD; details of the majority of current aircraft are at Annex B. Fuel delivery needs to be co-ordinated to ensure that any delay is not due to fuelling operations.</p> <p><b><u>Liaison Responsibility</u></b> - It is the responsibility of the Contractor on all occasions to ensure that they maintain co-operation and co-ordination with all other relevant parties to ensure prompt re-fuelling and departure schedule and are mindful of local constraints that may be imposed.</p>	Annex B details the majority of aircraft types and fuel tank capacity.	Annex B to the SNITs details historical data relating to the quantity of uplifted fuel at specific locations. This information is for guidance only and does not guarantee the same level of activity for the duration of the contract, the frequency of aircraft and quantity of fuel required will vary.	See also Ground Handling and aircraft turn around dependencies. See General Information - Special requirements Para 4
5.1	<p><b><u>Fire Cover.</u></b> Delivery should be accompanied by adequate fire cover and appropriate earthing and bonding precautions should be taken.</p>	<p>i. IATA 13.5, 13.6 and 13.7</p> <p>ii. JSP 317 Part 3 Ch 3</p>	<p>i. IATA 13.5, 13.6 and 13.7</p> <p>ii. JSP 317 Part 3 Ch 3</p>	

5.2	Acceptance or non acceptance of fuels will be in accordance with the Terms and Conditions of Contract.			See Terms and Conditions of Contract at Schedule 3
5.2	The Contractor, or the agent of the Contractor, is to have level 1 IATA Into-Plane Fuelling Service level 1 or equivalent.	IATA Level 1 Into-Plane Fuelling Service.		

**ANNEX A - Locations and Current Ground Handling Contracts**

<b>Country</b>	<b>Airport Name (Alternative Name)</b>	<b>IATA Code</b>	<b>ICAO Code</b>	<b>Ground Handling Contractor</b>	<b>Ground Handling POC</b>
Australia	Perth International Airport, Redcliffe	PER	YPPH		
Bahrain	Bahrain International Airport, Muharraq	BAH	OBBI		
Belize	Belize City Philip S W Goldson	BZE	MZBZ		
Bermuda	L.F. Wade International Airport (Bermuda Int Airport), Hamilton, Bermuda	BDA	TXKF		
Botswana	Sir Seretse Khama International, Gaborone	GBE	FBSK		
Brazil	Rio de Janeiro-Galeão International Airport, Rio de Janeiro	GIG	SBGL		
Brazil	Sau Paulo Guarulhos International Airport, Sau Paulo	GRU	SBGR		
Brunei	Brunei International Airport, Bandar Seri Begawan	BWN	WBSB		
Canada	Calgary International Airport, Calgary, Alberta	YYC	CYYC	██████████	████████████████████
Canada	Edmonton International Airport, Edmonton, Alberta	YEG		██████████	████████████████████
	Halifax Stanfield International Airport, Halifax, Nova Scotia	YHZ	CYHZ		
Canada	St John's International Airport, St. John's, Newfoundland & Labrador	YYT	CYYT		

Chad	N'Djamena International Airport, N'Djamena	NDJ	FTTJ		
Colombia	Alfonso Bonilla Aragón International Airport, Palmira	CLO	SKCL		
Cyprus	Larnaca International Airport, Larnaca	LCA	LCLK		
Czech Republic	Ruzyne International Airport, Prague	PRG	LKPR		
Denmark	Copenhagen Airport, Kastrup	CPH	EKCH		
Djibouti	Ambouli International Airport, Djibouti	JIB	HDAM		
Dubai	Al Maktoum International Airport	DWC	OMDW		
Estonia	Lennart Meri Tallinn Airport, Tallin	TLL	EETN		
Ethiopia	Addis Ababa Bole International Airport	ADD	HAAB		
France	Istres - Le Tubé	QIE	LFMI		
France	Lyon Saint-Exupéry Airport, Lyon	LYS	LFLL		
France	Marseille Provence Airport, Marseille	MRS	LFML		
France	Mont-de-Marsan Airport	XMJ	LFBM		
France	Nice Cote D'Azur Airport, Nice	NCE	LFMN		
France	Toulouse-Blagnac Airport, Toulouse	TLS	LFBO		
Gabon	Libreville International Airport, Libreville	LBV	FOOL		
Germany	Berlin Tegel Airport, Berlin	TXL	EDDT		
Germany	Hannover-Langenhagen Airport, Langenhagen	HAJ	EDDV		
Germany	Nuremburg Airport, Bavaria	NUE	EDDN		

Ghana	Kotoka International Airport, Accra	ACC	DGAA		
Gibraltar	Gibraltar Airport, Gibraltar	GIB	LXGB		
Greece	Athens International Airport "Elefthérios Venizélos", Athens	ATH	LGAV		
Greece	Chania International Airport, "Ioannis Daskalogiannis", Souda Bay, Crete	CHQ	LGSA		
Greece	Heraklion International Airport, "Nikos Kazantzakis", Heraklion, Crete	HER	LGIR		
Hungary	Liszt Ferenc International Airport, Budapest	BUD	LHBP		
Iceland	Keflavik International Airport, Keflavik	KEF	BIKF		
India	Indira Gandhi International Airport, New Delhi	DEL	VIDP		
Iraq	Erbil International Airport, Erbil	EBL	ORER		
Italy	Bari "Karol Wojtyła" Airport, Palese, Bari	BRI	LIBD		
Italy	Naples International Airport (Capodicino Airport), Naples	NAP	LIRN		
Italy	Salento Airport, Brindisi	BDS	LIBR		
Jersey	Jersey Airport, Saint Peter, Jersey, Channel Islands	JER	EGJJ		
Jordan	King Hussein International Airport, Aqaba	AQJ	OJAQ		
Jordan	Amman Civil Airport, Marka	ADJ	OJAM		
Kenya	Jomo Kenyatta International Airport, Embakasi, Nairobi	NBO	HKJK		

Latvia	Riga International Airport, Riga	RIX	EVRA		
Lithuania	Vilnius Airport, Lithuania	VNO	EYVI		
Malaysia	Penang International Airport, George Town	PEN	WMKP		
Malta	Malta International Airport (Luqa Airport), Luqa	MLA	LMML		
Morocco	Rabat-Sale Airport, Sale	RBA	GMME		
Norway	Bergen Airport (Flesland Air Station), Bergen	BGO	ENBR		
Norway	Harstad/Narvik Airport, Evenes	EVE	ENEV		
Norway	Oslo Airport, Gardermoen	OSL	ENGM		
Norway	Tromso Airport, Langnes, Tromso	TOS	ENTC		
Poland	Warsaw Chopin Airport, Warsaw	WAW	EPWA		
Portugal	Lajes Field (Lajes Air Base), Lajes, Terciera Island, Azores	TER	LPLA		
Qatar	Doha International Airport, Doha	DOH	OTBD		
Republic of Macedonia	Skopje Airport, Petrovec	SKP	LWSK		
Romania	Bucharest "Henri Coandă" International Airport, Otopeni, Bucharest	OTP	LROP		
Saudi Arabia	Tabuk Regional Airport, Tabuk	TUU	OETB		
Senegal	Léopold Sédar Senghor International Airport, Ngor, Dakar	DKR	GOOY		
Sierra Leone	Lungi International Airport, Lungi	FNA	GFLL		

Singapore	Paya Lebar Air Base, Paya Lebar	QPG	WSAP		
Spain (Canaries)	Gran Canaria International Airport, Las Palmas, Grand Canaria Island	LPA	GCLP		
Sweden	Stockholm-Bromma Airport, Stockholm	BMA	ESSB		
Thailand	Don Mueang International Airport, Bangkok	DMK	VTBD		
Turkey	Antalya Airport, Antalya	AYT	LTAI		
Turkey	Konya Airport, Konya	KYA	LTAN		
Uganda	Entebbe International Airport, Entebbe	EBB	HUEN		
UK	Aberdeen Airport, Dyce, Scotland	ABZ	EGPD		
UK	Belfast International Airport, Aldergrove	BFS	EGAA		
UK	Blackpool International Airport	BLK	EGNH		
UK	Bournemouth Airport, Bournemouth	BOH	EGHH		
UK	Caernarfon Airport, Caernarfon, Wales		EGCK		
UK	Cardiff International Airport, Cardiff, Wales	CWL	EGFF		
UK	Carlisle Lake District Airport, Carlisle	CAX	EGNC		
UK	Edinburgh Airport, Edinburgh, Scotland	EDI	EGPH		
UK	Exeter International Airport, Exeter	EXT	EGTE		

UK	Farnborough Airfield, Farnborough	FAB	EGLF		
UK	Glasgow Prestwick International Airport, Prestwick, Scotland	PIK	EGPK		
UK	Gloucestershire Airport, Staverton	GLO	EGBJ		
UK	London Biggin Hill Airport, Biggin Hill	BQH	EGKB		
UK	Manchester International Airport, Manchester	MAN	EGCC		
UK	Newcastle International Airport, Woolsington, Newcastle Upon Tyne	NCL	EGNT		
UK	Newquay Cornwall Airport, St Mawgan	NQY	EGHQ		
UK	Pembrey West Wales International Airport, Wales		EGFP		
USA	Chennault International Airport, Lake Charles, Louisiana	CWF	KCWF		
USA	George Bush Intercontinental Airport, Houston	IAH	KIAH		
USA	Imperial County Airport, Imperial, California	IPL	KIPL		
USA	Inyokern Airport, Inyokern, California	IYK	KIYK		
USA	Kelly Field Annex, San Antonio, Texas	SKF	KSKF		



USA	McCarren International Airport, Las Vegas	LAS	KLAS		
USA	Minneapolis-Saint Paul International Airport, Bloomington, Minnesota	MSP	KMSP		
USA	San Luis County Regional, California	SBP	KSBP		
USA	Southern California Logistics Airport, Victorville, California	VCV	KVCV		
USA	Washington Dulles International Airport, Washington, DC	IAD	KIAD		

**ANNEX B - Aircraft Fuel Uplift Information ac types including but not limited to  
(including all variants):**

Aircraft Type	Maximum Fuel Capacity Litres	Pressure/Open Line	Notes
<b>Fast Jets</b>			
Tornado GR4	10,335	Pressure - 2.5" HEPC*	
Typhoon	8,139	Pressure - 2.5" HEPC*	
<b>Multi Engine</b>			
Voyager (Tanker)	139,100	Pressure - 2.5" HEPC*	Airbus A330
C130 J	36,565	Pressure - 2.5" HEPC*	
C-17	153,125	Pressure - 2.5" HEPC*	
A400M	58,375	Pressure - 2.5" HEPC*	
E-3D Sentry	81,648	Pressure - 2.5" HEPC*	
ASTOR Sentinel R1	24,400	Pressure - 2.5" HEPC*	
	727	Open Line Nozzle	BN Islander
BAe 146	15,334	Pressure - 2.5" HEPC*	
Rivet Joint	93,864	Pressure - 2.5" HEPC*	
<b>Rotary</b>			
CH47 Chinook	3,886**	Pressure - 2.5" HEPC*	
Merlin	5,600	Pressure - 2.5" HEPC*	
Puma	1,300	Open Line Nozzle	
Sea King	3,125	Pressure - 2.5" HEPC*	
AH64 Apache	1,426	Pressure - 2.5" HEPC*	
Agusta Westland 139			
Agusta 109E			

Agusta A109E			
Dauphin			
Wildcat (AgustaWestland AW159)	995		
Lynx	928	Pressure - 2.5" HEPC*	
Gazelle	450	Open Line Nozzle	
Bell 212	1,937	Pressure - 2.5" HEPC*	
<b>Training</b>			
Hawk (Fast Jet)	4,560	Pressure - 2.5" HEPC*	
Tucano	2,400	Open Line Nozzle	
King Air	4,536	Open Line Nozzle	
Griffin (Rotary)	2,200	Open Line Nozzle	
Squirrel (Rotary)	300	Open Line Nozzle	

\*Hose End Pressure Controller

\*\*4886 with internal tanks

## **ANNEX C - Additional Location Information**

				Subcontractor Company Name (if applicable)	Ordering Contact Point				Operating Period of the Airport (24 hr Clock)			
					Name of Contact	Tel Number	Email Address	Other	Hours of Airport Operating		Hours Fuelling is Available	
Country	Airport	IATA Code	ICAO Code						Open	Close	Open	Close
Gibraltar	Gibraltar Airport, Gibraltar	GIB	LXGB									

**ANNEX D - Units of Measurement**

Unit of Measurement	Abbreviation
Metric Tonne	MT
Litre	L
Kilolitre	kL 1000l
Cubic Metre	CU m <sup>3</sup>
Barrel	bbl
United States Gallon	USG

Unit of Measurement	Abbreviation
United States Dollars	USD US\$
United States Cents	USC US¢

Unit of Measurement	Abbreviation
United States Cents per United States Gallon	USC / USG
United States Dollars per United States Gallon	USD / USG
United States Dollars per Tonne	USD / MT

**Additional Definitions of the Contractor**

Unit of Measurement	Abbreviation	Definition



# Ministry of Defence

Contract No. ACT/04477

for

**The Provision of Aviation Fuel and Refuelling Services at Civilian Airports, Worldwide**

***Between***

***Secretary of State for Defence of the  
United Kingdom of Great Britain and  
Northern Ireland***

***Commercial C&C, RAF High Wycombe  
Nimrod Building, 3 Site,  
Naphill HP14 4UE***



***And***

***Contractor***

***CEPSA (Gibraltar) Ltd  
Burns House  
19 Town Range  
Gibraltar***



## CONTENTS

<b>SECTION A – GENERAL CONDITIONS .....</b>	<b>24</b>
<b>1. DEFCONS.....</b>	<b>24</b>
<b>    ADDITIONAL DEFINITIONS .....</b>	<b>27</b>
<b>2. SCOPE OF THE REQUIREMENT .....</b>	<b>27</b>
<b>3. PERIOD OF CONTRACT .....</b>	<b>28</b>
<b>4. ENTIRE AGREEMENT .....</b>	<b>28</b>
<b>5. SUPPLY OF FUEL DELIVERABLES AND QUALITY ASSURANCE .....</b>	<b>28</b>
<b>6. AUTHORITY AIRCRAFT .....</b>	<b>30</b>
<b>7. CONTRACT CHANGES.....</b>	<b>30</b>
<b>8. AUTHORITY FUEL REQUESTS.....</b>	<b>9</b>
<b>9. SURGE DEMANDS .....</b>	<b>31</b>
<b>10. DIPLOMATIC AND NATIONAL SECURITY POLICY.....</b>	<b>31</b>
<b>11. GROUND HANDLING AND OTHER SERVICES.....</b>	<b>10</b>
<b>12. INTO PLANE FUELLING .....</b>	<b>31</b>
<b>13. ACCEPTANCE .....</b>	<b>32</b>
<b>14. DEFUELING .....</b>	<b>33</b>
<b>15. MEASUREMENT OF QUANTITIES .....</b>	<b>33</b>
<b>16. QUALITY AND INSPECTIONS.....</b>	<b>33</b>
<b>SECTION C – PRICE AND PAYMENT .....</b>	<b>34</b>
<b>17. PRICE.....</b>	<b>34</b>
<b>18. DUTIES AND TAXES .....</b>	<b>35</b>
<b>19. SUBMISSION AND PAYMENT OF BILLS .....</b>	<b>36</b>
<b>SECTION D – CONTRACT ADMINISTRATION .....</b>	<b>37</b>
<b>20. INDEMNITIES AND LIABILITY .....</b>	<b>37</b>
<b>21. INSURANCE.....</b>	<b>38</b>
<b>22. PUBLICITY AND COMMUNICATIONS WITH THE MEDIA.....</b>	<b>40</b>

## **TERMS AND CONDITIONS**

### **SECTION A – GENERAL CONDITIONS**

#### **1. DEFCONS**

1.1 The following Ministry of Defence (MOD) Conditions (DEFCONS) shall apply to this Contract:

DEFCON 5	Edn 07/99	MOD Form 640 – Advice and Inspection Note
DEFCON 68	Edn 06/15	Supply Of Hazard Data For Articles, Materials And Substances
DEFCON 501	Edn 03/15	Definitions And Interpretations
DEFCON 502	Edn 06/14	Specifications Changes
DEFCON 503	Edn 12/14	Formal Amendments To Contract (see Condition 7)
DEFCON 507	Edn 10/98	Delivery
DEFCON 509	Edn 09/97	Recovery Of Sums Due
DEFCON 513	Edn 06/10	Value Added Tax
DEFCON 514	Edn 08/15	Material Breach
DEFCON 515	Edn 10/04	Bankruptcy And Insolvency
DEFCON 516	Edn 04/12	Equality
DEFCON 518	Edn 11/12	Transfer
DEFCON 520	Edn 08/15	Corrupt Gifts And Payments Of Commission
DEFCON 521	Edn 04/12	Subcontracting to Supported businesses
DEFCON 522	Edn 07/99	Payment
DEFCON 523	Edn 03/99	Payment Of Bills Using The Bankers Automated Clearing Service (BACS) System
DEFCON 524	Edn 10/98	Rejection



DEFCON 525	Edn 10/98	Acceptance
DEFCON 526	Edn 08/02	Notices
DEFCON 527	Edn 09/97	Waiver
DEFCON 528	Edn 05/12	Overseas Expenditure, Import and Export Licences
DEFCON 529	Edn 09/97	Law (English)
DEFCON 530	Edn 12/14	Dispute Resolution (English Law)
DEFCON 531	Edn 11/14	Disclosure Of Information
DEFCON 532A	Edn 06/10	Protection of Personal Data (where personal data is not being processed on behalf of the Authority)
DEFCON 534	Edn 06/97	Prompt Payment (Subcontracts)
DEFCON 537	Edn 06/02	Rights Of Third Parties
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 08/13	Transparency
DEFCON 550	Edn 02/14	Child Labour and Employment Law
DEFCON 566	Edn 04/15	Change Of Control Of Contractor
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 614	Edn 09/03	Default
DEFCON 619A	Edn 09/97	Customs Duty Drawback
DEFCON 620	Edn 06/14	Contract Change Control Procedure

DEFCON 621B	Edn 10/04	Transport (If Contractor Is Responsible For Transport)
Note: This DEFCON applies to Contracts where the 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 – Commercial And Non-Commercial Articles and Services
DEFCON 637	Edn 08/99	Defect Investigation and Liability
DEFCON 644	Edn 05/15	Marking Of Articles
DEFCON 646	Edn 10/98	Law And Jurisdiction (Foreign Suppliers)
DEFCON 647	Edn 09/13	Financial Management Information
DEFCON 656	Edn 03/06	Break
DEFCON 660	Edn 11/14	Reportable Official and Official-Sensitive Security Requirements
DEFCON 670	Edn 07/14	Tax Compliance

1.2 The full definitions of these DEFCONs can be located within the Acquisitions System Guidance (ASG). Access to this site is via <https://www.gov.uk/guidance/acquisition-operating-framework> . You will be required to register for access.

1.3 In the event of any conflict between the Special Conditions of the Contract herein and the above listed DEFCONs then the former will prevail.

## **Additional Definitions**

The following additional definitions to those detailed in DEFCON 501 shall apply to the Contract:

- 1.4 "Aircrew" means the person, or persons, staffing an aircraft.
- 1.5 "Airport Authority" means the organisation, or authorised representative thereof, in charge of the relevant airport.
- 1.6 "Bill Paying Branch" means the person, authorised representative or officer thereof, identified in Box 11 of Schedule 4, DEFFORM 111.
- 1.7 "Captain's Certificate", if utilised, means the RAF Form 6840 (latest issue). RAF aircraft should carry this form in triplicate. Details of the uplift should be annotated on this form. The Contractor's copy is yellow.
- 1.8 "Commercial Authority" means the person, authorised representative or officer thereof, identified in Box 1 of Annex B - Contact Points of the Authority.
- 1.9 "Commercial Officer" means the person, or authorised representative thereof, identified at Box 1 of Annex B - Contact Points of the Authority.
- 1.10 "Demanding Officer" means the aircraft captain, or authorised representative thereof, requesting services in relation to this Contract.
- 1.11 "Finance Officer" means the person, or authorised representative thereof, identified at Box 2 in Annex B - Contact Points of the Authority.
- 1.12 "Platts" means the price benchmark services for the oil Industry.

## **2. Scope of the Requirement**

- 2.1 The Contract covers the requirement for the supply and delivery of aviation fuel directly into the Authority's aircraft at civilian locations as detailed at Schedule 2 to this Contract.

### **3. Period of Contract**

- 3.1 This Contract comes into effect on 01 June 2016 and will expire automatically on 30 September 2017, unless it is otherwise terminated or extended in accordance with the Terms and Conditions herein, or otherwise lawfully terminated.

#### **Options**

- 3.2 Further to 3.1 above, the Authority shall have the following irrevocable option, to extend the contract for a period of 4 months, or part thereof, up to 07 February 2018.
- 3.3 The Authority shall notify the Contractor of any Option utilisation no less than two months in advance of existing termination date. The Authority is under no obligation whatsoever to utilise the Option period.

### **4. Entire Agreement**

- 4.1 This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

## **SECTION B – FUEL SUPPLY REQUIREMENTS**

### **5. Supply of Fuel Deliverables and Quality Assurance**

- 5.1 The Contractor shall provide the Fuel Deliverables to the Authority, in accordance with the Schedule of Requirements and shall allocate sufficient resource to the provision of the Fuel Deliverables to enable it to comply with this obligation.
- 5.2 The Contractor shall:
- (1) comply with any applicable quality assurance requirements specified in Schedule 2 (Statement of Requirement) in providing the Fuel Deliverables;

(2) comply with all applicable national Legislation, regulations, and procedures of the relevant Airport Authority, as well as local laws and ordinances;

(3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

5.3 The provisions of clause 5.2 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

#### 5.4 Environmental Requirements

5.4.1 The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

#### 5.5 Disruption

5.5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

5.5.2 The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

5.5.3 The Contractor shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and

revised as necessary by the Contractor throughout the contract period.

## **6. Authority Aircraft**

- 6.1 The Contractor shall ensure that it can refuel all of the Authority's aircraft types as listed at Annex B to Schedule 2.
- 6.2 Additional aircraft types may be added to the Contract as they are brought into service by the Authority. Any such changes to the Contract shall be made in accordance with DEFCONs 503 (Formal Amendments to Contract) and 620 (Contract Change Control Procedure), and with Condition 17.

## **7. Contract Changes**

- 7.1 Further to DEFCONs 503 and 620, and for the avoidance of doubt, any amendment to this Contract can only be agreed and authorised by the Authority's Commercial Branch, as detailed in DEFFORM 111.

## **8. Authority Fuel Requests**

- 8.1 Routine demands for fuel shall be made by the Authority in advance of the arrival of the aircraft.
- 8.2 Urgent demands for fuel may be made by the Authority, due to operational reasons, via Air Traffic Control Radio Transmission (ATC R/T). In such cases, the Demanding Officer shall have the option for all documentation and other procedures to take place without the necessity of the Aircrew leaving the aircraft. The Demanding Officer will request these procedures when ordering fuel.
- 8.3 The Contractor shall present 2 copies of a delivery ticket to the Demanding Officer.
- 8.4 The Demanding Officer shall sign for the fuel received and retain 1 copy as written confirmation of receipt.
- 8.5 All fuel received shall be paid in accordance with the Payment Condition at 19.

## **9. Surge Demands**

- 9.1 If, due to changes in the Authority's operational requirements, there is a surge in demand for aviation fuel, and the Contractor is unable to provide said additional quantities, the Authority shall at its sole discretion be able to source such quantities from a third party for as long as the Contractor is unable to supply. Should such a situation occur, the Contractor must inform the Authority's Commercial Branch and Designated Officer as soon as he becomes aware.

## **10. Diplomatic and National Security Policy**

- 10.1 The Authority reserves the right to reject any proposal for the supply of fuel if the purchase would be inconsistent with the Government's diplomatic and national security policy.

## **11. Ground Handling and Other Services**

- 11.1 Further to the General Information at Paragraph 4 of the SOR, the Authority currently holds a number of ground handling contracts as identified in Annex A to Schedule 2. The Contractor is required to work with the Authority's contracted Ground Handling Agent, or the authorised representative of the Ground Handling Agent, at each relevant location to facilitate an efficient service. It is the responsibility of the Contractor to ensure that for all locations within the Contract, appropriate liaison is undertaken with Ground Handlers, or their authorised representative.
- 11.2 The information in Schedule 2 is correct at the time of making this Contract but the Authority may provide periodical updates to this list in regards to the Ground Handling Agents under contract with the Authority at each location.

## **12. Into Plane Fuelling**

- 12.1 The Contractor shall, while undertaking his obligations under the terms of this Contract:
- 12.1.1 handle the fuel products supplied under this Contract in accordance with the handling requirements defined in:

12.1.1.1 JIG 1 "Aviation Fuel Quality Control and Operating Standards for Into-Plane Fuelling Services" (latest issue); or

12.1.1.2 International Air Transport Association Regulations (ATA), or CAP 748 (CAP).

12.2 If the Authority's scheduled aircraft arrives ahead of its scheduled time of arrival, or late, or is operating a regular non-scheduled flight, the Contractor shall refuel the Authority's aircraft on a best endeavours basis.

12.3 The Aircrew shall be responsible for operating all appropriate aircraft switches and valves during the fuelling operations.

12.4 In the event that the Demanding Officer requests the Contractor to undertake fuelling of the aircraft whilst passengers remain on-board, or are embarking or disembarking, the Contractor shall carry out fuelling operations, only provided that such operations are permitted by the relevant airport authority and the Demanding Officer confirms that:

12.4.1 instructions have been issued to all members of the Aircrew for the safety of all passengers during such operations; and

12.4.2 all passengers embarking or disembarking the aircraft:

12.4.2.1 will be moved under the supervision of a competent person over a safe route; and

12.4.2.2 will not be allowed to smoke, cause other potential sources of ignition or interfere in any other way with the fuelling operation.

### **13. Acceptance**

13.1 In addition to the conditions within DEFCON 525 (Acceptance), the point of acceptance, when title to and risk of loss of the fuel shall pass to Authority, shall be the time when the fuel passes the inlet coupling of the receiving aircraft.

13.2 The Authority will not accept liability for any fuel, and reserves the right to reject any fuel, which has been incorrectly supplied or is found to be of an unacceptable standard pursuant to the terms and conditions of the Contract.



#### **14. Defueling**

- 14.1 The Authority may request and the Contractor may agree upon a defueling of the Authority's aircraft. The fuel so removed from the Authority's aircraft shall be disposed of or stored as agreed between the parties and at the Authority's sole cost and expense. The parties shall agree upon the value of such services prior to commencing any defueling operations.
- 14.2 If defueling of the Authority's Aircraft is necessary due to the Contractor's fault or negligence (e.g. delivery of off-specification fuel or delivery of a larger quantity than agreed upon), the Contractor shall defuel the Authority's aircraft at the Authority's request and at the Contractor's sole cost and expense.
- 14.3 For the avoidance of doubt, the billing process for defueling should follow the same criteria as specified in Condition 19, Submission and Payment of Bills.

#### **15. Measurement of Quantities**

- 15.1 Further to "SOR" Serial 2.1 within Schedule 2, the quantity of fuel delivered shall be measured and determined by meter readings taken in the presence of the Demanding Officer or nominated Aircrew member. No adjustment for ambient temperature shall be made to fuel quantities.

#### **16. Quality and Inspections**

- 16.1 The Contractor shall maintain a Company Quality Plan to the satisfaction of the Technical Authority in accordance with the terms and conditions of the Contract and the following quality standards:

- 16.1.1 RA 1910 – Quality Assurance of Aviation Fuel from non-MOD Sources

- 16.1.2 AQAP 2105 – NATO Requirements for deliverable Quality Plans;

- 16.1.3 AQAP 2120 or 30 - NATO Quality Assurance Procedural Requirements for Production;

- 16.1.4 DEFENCE STANDARD 05-61 – Quality Assurance Requirements, Part 1 "Concessions" and Part 4 "Contractor Working parties"; and

- Or

- 16.1.5 Maintain ISO 9001 (or equivalent) accreditation
- 16.2 For Quality Assurance (QA) purposes, the Authority or its representative shall have the right to obtain samples of the fuel intended to be delivered to the Authority in accordance with Serial 3 of "SOR" within Schedule 2
- 16.3 The Authority or its representative shall have the right to perform a quality audit of:
- 16.3.1 The Contractor's Company Quality Plan pursuant to 16.1;
- 16.3.2 The Contractor's records on quality control and checks of the Fuel;  
and
- 16.3.3 The Contractor's refuelling services at the aircraft and operational standards of airport storage and airport distribution system.
- 16.4 16.3.1 to 16.3.3 shall be made available for a quality audit at the Contractor's facilities at the relevant airport.
- 16.5 The Authority shall give reasonable notice of its intention to perform a quality audit and use reasonable endeavours not to hinder, delay or disrupt the Contractor's fuelling activities.

## **SECTION C – PRICE AND PAYMENT**

### **17. Price**

- 17.1 The prices in Schedule 1, Pricing Pages, shall be Firm prices in United States Dollars (USD) \$, for the duration of the Contract and any Option Period authorised by the Authority.
- 17.2 The pricing mechanisms applicable to this Contract shall be based on the average of the published medium Platts rates, over the time frames of:
- (a) A week, where the effective period is defined as the previous Tuesday through to Monday (inclusive);
  - (b) A fortnight or 15 days, where the effective period is the previous 15 days (i.e. the 1<sup>st</sup> day of the month to the

15<sup>th</sup> day, or the 16<sup>th</sup> day of the month to the last day of the month);

- (c) A month, where the effective period is the 1<sup>st</sup> day of the previous month to the end day of the previous month (inclusive).

17.3 The Platts Based pricing mechanism and differential, as applicable, for each location is detailed in Schedule 1.

17.4 The following reference density and volume conversion constants will be used in calculating any prices as required:

17.4.1 1 Metric Tonne = 1.250 Cubic Metres = 1,250 Litres = 331 US Gallons

## **18. Duties and Taxes**

18.1 The Authority shall pay only those duties, taxes and other similar charges that are non-refundable. Non-refundable duties, taxes and other similar charges are to be paid in the first instance by the Contractor but shall be charged to the account of the Authority to the extent that these are not already included in the price of the product. Notification shall be sent to in the first instance to the Finance Officer. The Authority has the right to request further information on any such charges in order to satisfy itself of the validity and legitimacy of any such charge to the account of the Authority.

18.2 The Finance Officer, together with the Bill Paying Branch, shall assist the Contractor by arranging to complete any necessary documentation to enable recovery of refundable duties, taxes and other similar charges.

18.3 The Contractor shall advise the Authority of the imposition or possible imposition of, or increase in, any duty, tax or other similar charge, whenever such information becomes known to the Contractor, through the Commercial Officer.

18.4 Invoices shall clearly show the precise details of all duties, taxes and other similar charges.

## **19. Submission and Payment of Bills**

- 19.1 Invoices shall be the mechanism for payment on the Contract. Any printed conditions on the invoices shall not apply to the Contract.
- 19.2 Invoices and accompanying documentation shall carry the following information:
  - 19.2.1 The Contract reference number,
  - 19.2.2 Date of fuel uplift,
  - 19.2.3 Full and correct aircraft identification markings (tail number),
  - 19.2.4 The airport where uplift occurred, including either IATA and / or ICAO Code,
  - 19.2.5 Product supplied (stipulating standard and grade),
  - 19.2.6 The amount of fuel supplied preferably in litres, including units of measurement when not in litres,
  - 19.2.7 The uplift of fuel for each aircraft shown as a separate line item,
  - 19.2.8 The unit price of the fuel, in USD\$
  - 19.2.9 The total value of the uplift, in USD\$
  - 19.2.10 All duties, taxes, and other similar charges pursuant to Condition 18.
- 19.3 Invoices, accompanied by a delivery ticket signed by a member of the aircrew, shall be forwarded to the Finance Officer. Scanned copies of delivery tickets submitted electronically must be clear and legible. Invoices and batches of invoices shall be forwarded under cover of a correctly annotated Form DAB 10 – Summary of Supplier Claim. Forms may be obtained through the website at Box 12 of the DEFFORM 111, Schedule 4.
- 19.4 Invoices which cannot be supported by relevant documentation should be batched together and forwarded under cover of an accompanying letter, direct to the Finance Officer.

- 19.5 Reconciliation of the submitted invoices is via the calculation of the expected total price value for a location by the Finance Manager and then submitted to the Bill Paying Branch.
- 19.6 The following processes are used by the Finance Manager to calculate this value:
- 19.6.1 Average of the respective Platts assessment for the location over the relevant period converted to USC / USG, as required, plus Premium / Rebate for the location.
- 19.6.2 Any discrepancies arising will be adjusted after mutual agreement, and payment shall be by the appropriate credit / debit note. The Contractor shall make every effort to assist in the urgent clearance of any disputed invoices. A discrepancy which cannot be reconciled shall be notified to the Commercial Officer by the Finance Officer.
- 19.7 The Authority, via the Bill Paying Branch, shall pay all valid invoices submitted by the Contractor to the Finance Officer within thirty (30) days of receipt of such valid invoices and supporting documentation.
- 19.8 DEFFORM 522A, in relation to DEFCON 522 (Payment), is at Annex D of the Contract.

## **SECTION D – CONTRACT ADMINISTRATION**

### **20. Indemnities and Liability**

- 20.1 The Authority, their servants, representatives and employees shall not be liable for any claims for loss or damage howsoever caused to any of the Contractor's property, the property of the Contract's personnel, or that of any third party, or for any claims in respect of any liability for sickness, injury or death of any employee or agent of the Contractor or any third party, other than to the extent that such loss, damage, cost, claim, demand or cause of action is due to the negligence, default or breach of statutory duty of the Authority.
- 20.2 The Contractor shall indemnify, and keep indemnified, the Authority, their servant, representative and employee against all loss, damage, cost, claim, demand or cause of action howsoever brought by any party.

- 20.3 The Contractor shall make good or, at the option of the Authority, pay compensation for all damages occurring to Government property occasioned by the Contractor or by their servant, agent or sub-contractor, in connection directly or otherwise with the performance of the Contract.
- 20.4 The Contractor's liability under the Contract shall not be restricted by either the level of their insurance cover, or by the Contractor's failure to maintain such cover.

## **21. Insurance**

- 21.1 Without prejudice to its obligation to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in Annex A to Condition 21 (Required Insurances) take out and maintain, or procure the taking out and maintenance of insurances in accordance with the requirements specified in Annex A to Condition 21 (Required Insurances) and any other insurances required by law (together the "Required Insurances"). The Contractor shall ensure that the Required Insurances are effective in each case not later than the date on which the relevant risk commences.
- 21.2 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.
- 21.3 Where specified in Annex A to Condition 21 (Required Insurances) the Contractor shall ensure that the relevant policy of insurance:
- (a) shall contain an indemnity to principals clause, under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage, and for which the Contractor is legally liable in the provision of the services under this Contract;
- 21.4 The Contractor shall not (and the Contractor shall procure that none of its subcontractors of any tier 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.

- 21.5 If the contractor is in breach of Condition 21.1, the Authority may elect, but shall not be obliged, to purchase any insurance which the Contractor is required to maintain pursuant to this 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 Contractor.
- 21.6 The Contractor shall, upon the date of this Contract and within fifteen (15) days after the renewal of any of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in force and effect and meet the requirements of this Condition 21 and Annex A to Condition 21 (Required Insurances). The supply to the Authority of any evidence of insurance cover in compliance with the requirements of this Condition 21.6 shall not imply acceptance by the Authority that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory, in either case, for the purposes of this Contract nor be a waiver of the Contractor's liability under this Contract.
- 21.7 The Contractor shall notify the Authority at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.
- 21.8 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the services and/or this 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 the services or this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 21.9 Except where the Authority is the claimant party, the Contractor shall notify the Authority immediately (such notification to be accompanied by reasonable particulars of the incident or circumstances giving rise to such incident) after any:

(a) incident or circumstances which may give rise to a claim amounting to or in excess of [REDACTED] in connection with this Contract and the Required Insurances; and

(b) if the incident or circumstances may give rise to any claim in connecting with this Contract which may be in excess of the limits of Required Insurances in Annex A to Condition 21 (Required Insurances).

21.10 Where the Authority is a claimant party, the Contractor shall keep the Authority informed on a quarterly basis in reasonable detail in writing of the notification and progress of any claim it makes in respect of any liability under such insurance.

21.11 Where any Required Insurance requires payment of a premium, the Contractor shall be liable for such premium.

21.12 Where any Required Insurance referred to in Annex A to Condition 21 (Required Insurances) is subject to an excess or deductible, below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible which would otherwise be insured but for the excess or deductible. The Contractor 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 Contract or otherwise.

## **22. Publicity and Communications with the Media**

22.1 The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.



## Appendix - Addresses and Other Information

### 1. Commercial Officer



### 8. Public Accounting Authority

- 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
- 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)  
Email:

### 9. Consignment Instructions

The items are to be consigned as follows:  
N/A

### 3. Packaging Design Authority

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

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

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

#### Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

#### Surface Freight Centre

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

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

#### B. JSCS

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

JSCS Fax No. 01869 256837

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

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

N/A

Tel No:

### 5. Drawings/Specifications are available from

N/A

### 11. The Invoice Paying Authority (see Note 1)

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

#### Website is:

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

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

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

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

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site

Lower Arcott

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

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)

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

### 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].

### 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>

Annexes to Contract

for

**The Provision of Aviation Fuel and Refuelling Services at Civilian Airports, Worldwide**

**ACT/04477**

## **Contents of Annexes to Contract**

<b>Annex A</b>	<b>Required Insurances</b>
<b>Annex B</b>	<b>Contact Points of the Authority</b>
<b>Annex C</b>	<b>Contact Points of the Contractor</b>
<b>Annex D</b>	<b>DEFFORM 522A - Relevant Form Details for DEFCON 522 Payment Condition</b>
<b>Annex E</b>	<b>DEFFORM 539A</b>

## **Annex A - Required Insurances (Condition 21)**

Policies of insurance the Contractor shall take out and maintain or procure the taking out and maintenance of for the period of the Contract.

### **1. Refuelling Third Party Liability Insurance**

#### **1.1 Insured**

Contractor.

#### **1.2 Interest**

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

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

1.2.2 loss of or damage to property;

happening during the period of insurance (in paragraph 1.5 below) and arising out of or in connection with the provision of the services and in connection with the Contract

#### **1.3 Limit of indemnity**

Not less [REDACTED] any one occurrence and in the aggregate in respect of any occurrences per annum costs inclusive.

#### **1.4 Territorial limits**

Worldwide.

#### **1.5 Period of insurance**

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

#### **1.6 Cover features and extensions**

1.6.1 Indemnity to principals.

1.6.2 Motor vehicle liability whilst operating airside.

**1.7 Principal exclusions**

1.8.1 War and related perils.

1.8.2 Nuclear and radioactive risks.

1.8.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

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

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

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

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





**1.9 Maximum deductible threshold**

Not to exceed [REDACTED] for each and every third party property damage claim (personal injury claims to be paid in full).

**2. Compulsory insurances**

The Contractor is required to comply with all statutory or regulatory requirements relevant to territories or countries in which the Contractor is operating in respect of the Contract.

**Annex B - Contact Points of the Authority**

<b>Contact for:</b>	
1. Supply, Technical, or Commercial Issues	
	
2. Submission of Invoices	
	

### Annex C - Contact Points of the Contractor

Legal Name of Supplier	Legal Address of Supplier
CEPSA (Gibraltar) Ltd	Burns House, 19 Town Range, Gibraltar

Company Number
28220

Primary Point of Contact for Commercial Matters	Secondary Point of Contact for Commercial Matters
Name: [REDACTED] Address: [REDACTED]  Tel: [REDACTED] Mob: [REDACTED] Fax: [REDACTED] Email: [REDACTED]	Name: [REDACTED] Address: [REDACTED]  Tel: [REDACTED] Mob: [REDACTED] Fax: [REDACTED] Email: [REDACTED]

Point of Contact for Ordering Fuel
Name: [REDACTED] Address: [REDACTED]  Tel: [REDACTED] Mob: [REDACTED] Fax: [REDACTED] Email: [REDACTED]  Hours of Operation: [REDACTED]

Address for Accounting	Bank Account Details
Name: [REDACTED]  Address: [REDACTED]  Tel: [REDACTED] Mob: [REDACTED] Fax: [REDACTED] Email: [REDACTED]	Account Number: [REDACTED] ABA (Sort Code): [REDACTED] Swift Code: [REDACTED] IBAN: [REDACTED]

**Annex D - Relevant Form Details for DECON 522 Payment Condition**

**DEFFORM 522A Edn 09/99**

**Ministry of Defence**

**This form must be completed and attached to each contract containing DEFCON 522.**

Contract Number:

ACT/04477

<b>Line Item plus further description if necessary</b>	<b>Relevant Form</b>	<b>Representative of the Authority</b>
All	Commercial Invoice accompanied by a delivery ticket signed by a member of the aircrew.	Demanding Officer:  The Captain of the Aircraft or his authorised representative.