



MINISTRY OF DEFENCE



MINISTRY OF DEFENCE

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**DEFENCE FUELS GROUP**

**CONTRACT NUMBER**

**DFG/6005**

**Single Supplier Framework for the  
Supply and Delivery of Turbine  
Fuel, Aviation: Kerosene Type  
NATO F-35 AVTUR, in bulk to  
MILITARY LOCATION REDACTED -  
SECURITY**

**CONTRACT NUMBER:  
DFG/6005**

**TERMS AND CONDITIONS**

## **CONTENTS**

### Schedule of Requirements (SOR)

Section 1	Introduction
Section 1.1	Terms and Conditions of Contract – Statement
Section 2	Conditions of Contract
2.1	General Conditions of Contract (DEFCONS)
2.2	Special Conditions of Contract

### Annexes to the Contract

Annex A	Defcon 522 Condition
Annex B	Demanding Procedure
Annex C	Projected Exercise Timetable and Estimated Requirements
Annex D	Procedures for Delivery – Sampling, Inspection, Testing and Verification of Fuel
Annex E	Safety, Health, Environment and Fire (SHEF)
Annex F	Electronic Transactions Agreement
Annex G	Key Performance Indicators (KPIs)
Annex H	Additional Information
Annex I	Pricing

Deform 111 (Edn 05/10) – Appendix – Addresses and Other Information

<b>World Fuel Services Trading DMCC</b> <b>Suite 47-F Almas Tower</b> <b>Jumeriah Lakes Towers</b> <b>Dubai</b> <b>United Arab Emirates</b>	<b>MINISTRY OF DEFENCE</b>  <b>SCHEDULE OF REQUIREMENTS</b> <b>SINGLE SUPPLIER FRAMEWORK FOR</b> <b>THE SUPPLY AND DELIVERY OF TURBINE</b> <b>FUEL, AVIATION: KEROSENE TYPE NATO</b> <b>F-35 AVTUR, IN BULK, TO</b> <b>MILITARY LOCATION REDACTED -</b> <b>SECURITY</b>	Contract Number: DFG/6005
Issued with: Covering Letter on 16 Mar 11		Previous Contract No: DFG1b/0069

**Table 1 - Items**

Item No	NSN/ DMC	Description	Estimated Volumes	Firm Price
1	9130-99-943-1771	Bulk F-35, Turbine Fuel, Aviation Kerosene Type to Defence Standard 91-91 (latest issue)  <b>Note: No fuel shall be supplied under the contract which contains synthetic components as detailed at Annex D of Defence Standard 91-91 (latest issue)</b>  Delivered to <b>MILITARY LOCATION REDACTED - SECURITY</b> Delivery shall be made in support of the projected Exercise Timetable at Annex C to the Contract  Additional deliveries may be required outside exercise periods, in support of routine flights and medical emergencies. There is no projected estimate for additional deliveries. Demand will typically be lower than for exercises	See Annex C to the Contract	See Annex I to the Contract

**Table 2 - Packaging Requirements**

Item No	Packaging Spec/Special Markings etc
	N/A

**Table 3 - Ordering Period**

Item No	Start	Rate	Finish	<b>CONDITIONS OF CONTRACT</b> <b>This contract is subject to the attached Standard Conditions and Special Conditions of Contract Nos 1 - 2.2.22.1</b>
1	01 April 11	Deliveries to be completed within 5 working days of receipt of demands unless otherwise specified	31 March 13	
Option Year 1	01 April 13	Deliveries to be completed within 5 working days of receipt of demands unless otherwise specified	31 March 14	

## **SECTION 1 – INTRODUCTION**

The aim of the requirement DFG/6005 is to meet the requirement for supply and delivery of Turbine Fuel, Aviation: Kerosene Type NATO F-35 AVTUR to Defence Standard 91-91 (latest issue) in bulk to **MILITARY LOCATION REDACTED - SECURITY**.

### **1.1 TERMS AND CONDITIONS FOR CONTRACT DFG/6005**

**THIS CONTRACT dated 01 Apr 11 is**

**BETWEEN:**

- (1) **The Secretary of State for Defence** (the “Authority”); and
- (2) **The Supplier World Fuel Services Trading DMCC**

**THE PARTIES AGREE THAT:**

The following definitions shall apply to the Contract:

Any reference to the Authority’s “premises” or “sites” may refer to any of Her Majesty’s ships, vessels or Service stations.

“BFIS” means Bulk Fuels Inventory Solution. This is an Information Technology System owned by the Authority, which is used to inventory, buy, and sell, fuel.

“Commercial Officer” means the person identified at Box 1 of the Appendix to Contract, or an authorised representative, who will be notified appropriately.

“Enabling Contract” means the agreement with the Supplier which sets out the terms and conditions under which specific purchases may be made throughout the term of the Contract.

“Contract Number” means the number of an individual Enabling Contract awarded to a Supplier. New Contracts must be given unique numbers. The Contract Number should be annotated by the Supplier on each submitted invoice.

“DEFCON” means a Defence Contract Condition stipulated by the Authority. The Authority normally imposes its own terms and conditions, which have been negotiated and agreed by Industry. The Conditions will be issued as part of the Contract, and will apply as relevant to each of the products and delivery requirements. Suppliers’ attention is drawn to the Authority’s website, where DEFCONS may be scrutinised:  
<http://www.ams.dii.r.mil.uk/content/docs/toolkit/index.htm>

“Demanding Officer” means a person nominated by the Authority and authorised to place orders under the Enabling Contract as required. The Demanding Officer on this Contract will have at least one “Authorised Representative” who may make orders on his behalf.

“Key Performance Indicator (KPI)”. Key Performance Indicators are indicators of performance which is required by the Supplier on the Contract.

“Platts” means a price benchmark service for the oil industry. Platts pricing plus a premium or minus a discount is the preferred pricing mechanism on this requirement.

“Supplier” means a Supplier who has been awarded a Contract to cover the whole of the requirement, or a Supplier who has been awarded a Contract to supply part of the requirement. Such a Supplier or Suppliers, agree to abide by the Contract Terms and Conditions. Any reference to the “Contractor” in any related documentation should read as “Supplier”.

“Supplier’s Representative” means a person nominated by the Supplier who will be the point of contact for all matters concerning the performance of a Contract, or other commercial, technical or financial matters. In relation to delivery of fuel the “Supplier’s Representative” will be the local representative of the Supplier, tasked with supplying the product in line with the terms and conditions of the contract, and paying due heed to the relevant rules, regulations and safety procedures.

“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. The UIN to be used on this Contract will be shown at Box 4 of the Appendix to Contract, and is A1009E. This should be annotated by the Supplier on each submitted invoice.

## **Section 2 CONDITIONS OF CONTRACT**

### **2.1 The following Defence Contract Conditions (DEFCONs) shall apply**

- DEFCON 5J (Edn 07/08) - Unique Order Identifiers
- DEFCON 68 (Edn 05/10) - Supply Of Data For Hazardous Articles, Materials And Substances
- DEFCON 76 (Edn 12/06) - Contractor's Personnel At Government Establishments
- DEFCON 129 (Edn 07/08) - Packaging (For Articles Other Than Ammunition And Explosives)
- DEFCON 129J (Edn 07/08) - The Use Of Electronic Business Delivery Form
- DEFCON 501 (Edn 04/04) - Definitions And Interpretations
- DEFCON 502 (Edn 06/08) - Specifications
- DEFCON 503 (Edn 07/05) - Amendments To Contract
- DEFCON 507 (Edn 10/98) - Delivery
- DEFCON 509 (Edn 09/97) - Recovery Of Sums Due
- DEFCON 513 (Edn 06/10) - Value Added Tax
- DEFCON 515 (Edn 10/04) - Bankruptcy And Insolvency
- DEFCON 516 (Edn 06/04) - Racial Discrimination
- DEFCON 518 (Edn 09/97) - Transfer
- DEFCON 520 (Edn 08/09) - Corrupt Gifts And Payments Of Commission
- DEFCON 521 (Edn 10/04) - Subcontracting To Supported Employment Enterprises
- DEFCON 522 (Edn 07/99) - Payment (All references to DEFFORM 522A should read as Annex A)
- DEFCON 522J (Edn 05/03) - Payment Under P2P
- 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 10/04)	- Overseas Expenditure And Import Licences
DEFCON 529 (Edn 09/97)	- Law (English)
DEFCON 530 (Edn 07/04)	- Dispute Resolution (English Law)
DEFCON 531 (Edn 05/05)	- Disclosure Of Information
DEFCON 534 (Edn 06/97)	- Prompt Payment (Subcontracts)
DEFCON 537 (Edn 06/02)	- Rights Of Third Parties
DEFCON 538 (Edn 06/02)	- Severability
DEFCON 566 (Edn 08/06)	- Change Of Control Of Contractor
DEFCON 602B (Edn 12/06)	- Quality Assurance (Without Deliverable Quality Plan)
DEFCON 608 (Edn 10/98)	- Access And Facilities To Be Provided By The Contractor
DEFCON 609 (Edn 10/98)	- Contractor's Records
DEFCON 612 (Edn 10/98)	- Loss Of Or Damage To The Articles
DEFCON 614 (Edn 09/03)	- Default
DEFCON 615A (Edn 03/04)	- Orders For Articles/Services Under Enabling Contracts
DEFCON 616 (Edn 10/98)	- Competition/Alternative Sourcing
DEFCON 617 (Edn 12/02)	- Enabling Contracts – Estimated Quantities
DEFCON 618 (Edn 12/02)	- Enabling Contracts – Standing Offer
DEFCON 619A (Edn 09/97)	- Customs Duty Drawback
DEFCON 621B (Edn 10/04)	- Transport (If Contractor Is Responsible For Transport)
DEFCON 632 (Edn 02/07)	- Third Party Intellectual Property – Rights And Restrictions
DEFCON 644 (Edn 10/98)	- Marking Of Articles
DEFCON 646 (Edn 10/98)	- Law And Jurisdiction (Foreign Suppliers)
DEFCON 656 (Edn 03/06)	- Break



## **2.2 The following Special Contract Conditions shall apply**

### **2.2.1 Scope of the Requirement**

2.2.1.1 The Contract covers the supply and delivery of the items on the Schedule of Requirements (SOR) as requested under Demand Orders issued by the Authorised Demanding Officers at the Demanding Unit, during the ordering period stated at Condition 2.2.2.

2.2.1.2 Delivery shall be made to the

**MILITARY LOCATION REDACTED - SECURITY**

2.2.1.3 Demand Orders made during the Contract Period can be delivered after expiry of the Contract Period under the Terms and Conditions of the Contract. After the expiry of the Contract only further demands relating to existing Demand Orders, such as reduction of quantities or cancellation, will be issued.

### **2.2.2 Duration of the Contract**

2.2.2.1 Supply and Delivery of all items on the Schedule of Requirement (SOR) shall take place during the period 01 Apr 11 – 31 Mar 13.

2.2.2.2 There will be an option to extend the Contract for a further period of 1 year from 01 Apr 13 – 31 Mar 14. The option will be entirely at the discretion of the Authority, and shall be exercisable on written notification by the Authority, through the Commercial Officer, to the Supplier, by no later than 31 Oct 12.

### **2.2.3 Demanding Procedure**

2.2.3.1 The Demanding Procedure is at Annex B.

### **2.2.4 Projected Timetable and Estimated Requirements**

2.2.4.1 The initial Exercise Timetable with estimated quantities of fuel for each exercise is shown at Annex C. The details given are estimates only. There are no assured quantities on this Contract. The Authority shall not be bound to order any quantities, to receive quantities other than those already demanded, or to pay for quantities other than those accepted by the Demanding Officer.

2.2.4.2 Updated Exercise Timetables will be issued when the details are known.

2.2.4.3 Fuel will be demanded in the run up to the exercises as well as during the exercises.

2.2.4.4 Fuel may be demanded between exercise periods in support of routine flights from the exercise area and medical emergencies.

2.2.4.5 In the event of a substantial additional requirement arising in respect of any product, over and above the estimates, due to changing operational requirements, the Supplier will be notified through the Commercial Officer, shown at Box 1 of the Appendix to Contract. The Supplier, with the minimum delay necessary for proper investigation of the matter, but in any event within 2 weeks of the notification of the requirement, shall advise the Authority whether he can meet such requirements in full, or to the extent to which he is able to do so.

2.2.4.6 When, under Condition 2.2.4.5, the Supplier has signified his inability to supply a proportion of the requirement, the Authority shall be at liberty to purchase elsewhere such quantities as the Supplier is unable to supply.

## **2.2.5 Specification of Fuel**

2.2.5.1 Products to be supplied under this Requirement shall comply in all respects with the specification in the SOR.

2.2.5.2 In the event of the specification of the fuel being changed during the period of the Contract, the Supplier shall supply fuel to the new specification by the implementation date published on the latest edition of the relevant Defence Standard. The Supplier should, on a best endeavours basis, implement any amendment earlier.

## **2.2.6 Quality Assurance**

2.2.6.1 The Contract shall be subject to the following Quality Assurance Regulations:

AQAP 2110 Edition 1 – NATO Quality Assurance Requirements for Design, Development and Production

AQAP 2120 Edition 1 – NATO Quality Assurance Requirements for Production

AQAP 2130 Edition 1 – NATO Quality Assurance Requirements for Inspection and Test

AQAP 2131 Edition 1 - NATO Quality Assurance Requirements for Final Inspection

Defence Standard 05-61 Part 1 (latest issue) – Deviation/Production permits and waivers/concessions

Defence Standard 91-66 (latest issue) – The segregation, handling and Quality Assurance of petroleum fuels, lubricants and associated products

Defence Standard 05-97 Issue 1 – Requirements for Deliverable Quality Plans

2.2.6.2 The Supplier shall be responsible for ensuring that all products, supplied under any Contract resulting from any part of the current requirement, conform in all respects to the Ministry of Defence Specifications on the SOR. If the Supplier provides fuel via another Supplier, the Supplier on the Contract 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.

2.2.6.3 The Authority shall have the right to send a Representative to ensure that the Supplier's inspection facility is working to the satisfaction of the Authority. Check samples may be drawn by the Authority's Representative during such visits and the Supplier shall afford the necessary facilities to enable this to be done.

2.2.6.4 No action taken by the Authority under Condition 2.2.6.4 shall derogate from the Supplier's responsibilities under the Contract.

2.2.6.5 The Quality Assurance focal point for the purposes of the Contract is as detailed at Box 7 of the Appendix to Contract. The Technical Authority in

**MILITARY LOCATION REDACTED - SECURITY**

who will complete the Quality Assurance checks. If further analysis is deemed necessary, samples of fuel shall be forwarded to an independent testing house at no initial expense to the Supplier. If a

disagreement arises as to the quality of the product then each party should retain a sample for further testing. The Supplier may nominate an independent test laboratory with all costs being borne by the party that loses the dispute. If the supplier cannot nominate an independent test laboratory then the Authority will do so on their behalf. If fuel is to be stored by the Authority whilst the independent test occurs, and should subsequently prove to be off-spec, then the cost of storage will fall to the Supplier. In such a circumstance the Supplier must provide an alternative consignment of fuel, to the correct specification, and will remain liable for disposal of the off-spec fuel. If the Authority needs to dispose of the fuel in order to utilise the ullage in the tanks, then the cost of disposal will be charged to the Supplier.

## **2.2.7 Procedures for Delivery – Sampling, Inspection, Testing and Verification of Fuel**

2.2.7.1 Details of the Delivery Requirements are at Annex D.

## **2.2.8 Acceptance and Rejection**

2.2.8.1 All fuel to be supplied under this Contract shall be tested by the Demanding Officer or his Authorised Representative to establish conformity with the specifications and procedures detailed in the SOR and 2.2.6.1 above. Fuel not satisfying the Quality Standards and Specifications will be rejected and procedure described in 2.2.6.6 will apply.

2.2.8.2 In the event of fuel being rejected, it shall be removed by the Supplier at his own expense, after notice of rejection has been given, and replaced with an equal quantity of fuel satisfying the specification.

2.2.8.3 The Supplier shall be liable for any expenses incurred by the Authority in loading, unloading, moving and testing of the rejected fuel.

2.2.8.4 The Supplier shall remove the rejected fuel within a period of 8 days from the date of notification or rejection.

2.2.8.5 Any rejected fuel remaining in the Authority's custody shall be at the Supplier's risk. The Authority will not be liable in respect of any subsequent loss or damage to the fuel from whatever cause arising.

2.2.8.6 If the rejected fuel is not removed within 8 days, the Authority may, at its discretion, transport such fuel to a suitable place of discharge into the Supplier's possession. All expenses thereby incurred shall be the Supplier's liability.

## **2.2.9 Safety, Health, Environment and Fire (SHEF)**

2.2.9.1 Health and Safety Requirements are detailed at Annex E.

## **2.2.10 Price**

2.2.10.1 The price to be paid shall be that prevailing on the date of delivery and shall consist of a variable element and a firm element as follows:

The variable element shall be Platts based, as published on the MacGraw Hill Platts website [www.Platts.com](http://www.Platts.com) under Asian Marketscan

Premia and/or discounts quoted shall be a firm element of price

2.2.10.2 The price structure and the premia quoted shall remain firm (ie non variable) for the duration of the Contract and the Option Year.

2.2.10.3 Pricing is shown at Annex I.

### **2.2.11 Submission and Payment of Bills**

2.2.11.1 The Supplier's commercial invoices shall be the mechanism for payment on this Contract. Any printed conditions on the reverse side of the commercial invoices shall not apply to the Contract.

2.2.11.2 Original invoices for payment, **clearly marked as originals**, are to be forwarded direct to the Authority's Bill Paying Section, accompanied by the relevant delivery ticket. Contact details are shown at Annex H. Invoices shall be annotated with the following details:

Contract Number  
Unit Identity Number (UIN)  
Grade of fuel  
Quantity of fuel in litres  
Price per litre.

Payment will be made without verification of the volume received or the acceptance of the product.

2.2.11.3 Copy invoices, **clearly marked as copies – not for payment**, shall be forwarded direct to the Authority's budget managers for reconciliation purposes. Contact details are shown at Annex H. Any discrepancies arising will be adjusted after mutual agreement by an appropriate credit/debit note. The Supplier shall make every effort to assist in the urgent clearance of any disputed items arising out of the certification of invoices.

2.2.11.4 Invoices and delivery tickets may be faxed, emailed, or sent by post, to the payment group and the budget manager.

2.2.11.5 Payment will be made within 30 days following receipt of a correctly submitted invoice by the Authority's Bill Paying Section.

2.2.11.6 Payment will be made in US Dollars. A *Contract Payment Guide* and instructions on setting up bank details to enable electronic payment may be accessed on the website shown at Box 11 of the Appendix to Contract.

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

F-35 AVTUR = One Metric Tonne (MT) = 1.251 M<sup>3</sup>

2.2.11.8 Delivery volumes declared will be acceptable within tolerances of +/- 0.5%, as measured at receipt point.

2.2.11.9 Relevant details for Defcon 522 Payment Condition are at Annex A.

### **2.2.12 Duties and Taxes**

2.2.12.1 The Authority shall pay only those duties, taxes and other similar charges that are non-refundable. Non-refundable duties and taxes and other similar charges are to be paid in the first instance by the Supplier 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 in the first

instance to the Commercial Officer, address at Box 1 of the Appendix to Contract. The Authority has the right to request further information on any such charges in order to satisfy itself that they are a legitimate charge to its account.

2.2.12.2 The Authority's Budget Managers shall assist the Supplier by arranging to complete any necessary documentation to enable recovery of refundable duties, taxes and other similar charges.

2.2.12.3 The Supplier 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 Supplier, through the Commercial Officer at Box 1 of the Appendix to Contract.

2.2.12.4 Invoices shall clearly show the net price for each product delivered and precise details of all duties, taxes and other similar charges.

### **2.2.13 Compliance with the Electronic Transactions Agreement**

2.2.13.1 The Authority and the Supplier shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference DFG/6005 dated ..... The sending by the Supplier of an "Acknowledgement of Receipt" Message is to be regarded as acceptance of the Purchase Order Message to which it refers, unless the Purchase Order Message itself constitutes acceptance in accordance with the terms and conditions of the Contract. Messages under DEFFORM 30 received by the Supplier shall be regarded as having been authorised by the Authority.

### **2.2.14 Change in Law**

2.2.14.1 Change in law risk will be borne by the affected party. The Authority shall carry no liability to the Supplier for financial recompense, adjustment to prices or otherwise consequent on a change in law.

### **2.2.15 Insurance and Indemnity**

2.2.15.1 The Supplier 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 Supplier in discharging his obligations under the Contract.

2.2.15.2 The Supplier shall maintain insurance cover which is consistent with Oil Industry Standards to meet his obligations under this condition. Such insurance cover shall be valid at Contract placement, and shall remain valid for 6 years after the date of final delivery under this Contract.

2.2.15.3 The Supplier's liability under this contract shall not be restricted by either the level of his insurance cover, or by the Supplier's failure to maintain such cover.

2.2.15.4 The Supplier shall be responsible for the standard of service and quality of fuel supplied, and shall indemnify the Authority against the supply of any product which does not fully meet the Contract specification.

2.2.15.5 If the Supplier provides fuel via a sub-contractor or other Supplier, the Supplier named on the Contract shall be responsible for the standard of service and quality of the product 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.

## **2.2.16 Key Performance Indicators (KPIs)**

2.2.16.1 The Contract will be subject to monitoring using a range of Key Performance Indicators (KPIs). The KPIs are designed to measure the performance of the Supplier on the Contract.

2.2.16.2 The KPIs are shown at Annex G. Any issues should be directed to JHC J4 Log Sp SO2. Contact details are shown at Annex H.

## **2.2.17 Supplier's Records**

2.2.17.1 During the continuance of the Contract and for a period of not less than 4 years after its completion, the Supplier shall maintain at his works at least 1 complete set of technical records relating to the work performed under the Contract.

2.2.17.2 The master set of any such documentation maintained as provided by this clause shall not be altered by the Supplier before the expiration of the said period without the written permission of the Authority.

2.2.17.3 The Supplier shall make any such records available to the Authority as the Authority may reasonably require when requested upon reasonable notice.

2.2.17.4 Subject to the provisions of Defcon 531 the Supplier shall permit all records referred to in the Condition to be examined and if necessary copied, by, or on behalf of, the Authority. Such use shall not, unless otherwise provided for in the Contract, extend to the use for tendering or manufacturing purposes.

## **2.2.18 Review Meetings**

2.2.18.1 One Review Meeting shall be held at  
MILITARY LOCATION REDACTED - SECURITY  
6 months after contract placement.

2.2.18.2 Further meetings are to be arranged on an annual basis. The venue for the meetings shall be within UK and agreed between the Supplier and the Sponsors of the Requirement. If further meetings are required, it should be noted that from 28 Nov 11, the DFG function is to be transferred to DES Commodities,  
MILITARY LOCATION REDACTED - SECURITY.

2.2.18.3 The agenda for the meetings shall be arranged at least 3 weeks before the date of the meeting.

2.2.18.4 The participants who travel to the meetings shall bear the cost of travel and all other expenses incurred.

## **2.2.19 Disclosure of Information**

2.2.19.1 In this Contract the definition of Information shall be that set out in Defcon 531.

2.2.19.2 The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

## **2.2.20 Freedom of Information and Transparency**

2.2.20.1 Notwithstanding any other term of this Contract, including Defcon 531 where applicable, the Supplier gives his consent to the Authority to publish the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Supplier under the Contract ("The Transparency Information") to the general public. The Supplier shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

2.2.20.2 Before publishing the Transparency Information to the general public in accordance with Condition 2.2.23.1 above, the Authority may redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations").

2.2.20.3 The Authority may consult with the Supplier before redacting any information from the Transparency Information in accordance with Condition 2.2.23.2 above. The Supplier acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

## **2.2.21 Security**

2.2.21.1 The Supplier shall be required to comply with MOD Security Regulations, which may necessitate the security clearance of the Supplier's Authorised Representatives involved in delivery of the fuel. The Supplier's Representatives shall be required to comply with any locally enforced security regulations in place at the Unit.

## **2.2.22 Additional Information**

2.2.22.1 Additional Information, including contact details, relating to performance of the Contract is at Annex H.

**Ministry of Defence**

**RELEVANT FORM DETAILS FOR DEFCON 522 PAYMENT CONDITION**

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

Contract Number: DFG/6005

Line Item plus further description if necessary	Relevant Form	Representative of the Authority <sup>1</sup>
All Items	Supplier's commercial invoice accompanied by the original delivery ticket.	Demanding Officer at the location, or his Authorised Representative

With regard to paragraph 3 of DEFCON 522, the Contractor shall submit all claims for payment to the Bill Paying Branch using a properly completed DAB Form 10.

<sup>1</sup> When completing Column 3, "Representative of the Authority", please ensure, wherever practicable, this is not one person and that there are arrangements for payment approval forms to be signed when the usual "Representative" is absent.



## Demanding Procedure

The Demanding Officer will be

MILITARY LOCATION AND DEMANDING OFFICER DETAILS REDACTED – SECURITY

or his Authorised Representative.

Demands will be made initially by email.

Demands will be made between 08:00 – 17:00 Mon – Thur/08:00 – 12:00 Fri local time

MILITARY LOCATION DETAILS REDACTED - SECURITY

The Demanding Officer will give 5 working days notice of requirements.

Each Demand will include the following details:

Contract Number

The UIN

The quantity of fuel required in litres

The Supplier shall acknowledge the emailed or faxed demands by confirmatory fax or email.

Contact details are at Annex H

**Projected Exercise Timetable and Estimated Requirements**

<b>Exercise Name and Number</b>	<b>Projected Dates for each Exercise</b>	<b>Estimated Requirement for the Exercise</b>
MILITARY EXERCISE DETAILS REDACTED - SECURITY		

Note: Further projected dates will be made available during 2011/2012 and will be added to the Contract by amendment.

Please be aware that these dates are projected dates only. Dates may change. Exercises could also be subject to cancellation, owing to local conditions outside the Authority's control.

Additional fuel may be ordered outside of exercise periods, for routine flights and medical emergencies. There is no estimate for this, but will be of smaller quantities.

## Procedures for Delivery – Sampling, Inspection, Testing and Verification of Fuel

### 1.1 Delivery and Measurement of Quantities

1.1.1 Bulk fuel shall be delivered as ordered by the Unit Commander or his Authorised Representative.

1.1.2 The Supplier's Authorised Representative shall, as soon as each delivery is completed, present to the Demanding Officer, a delivery ticket, to be signed by the representative of both the Authority and the Supplier, in respect of the quantity delivered.

1.1.3 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 a representative of the Authority, who shall be at liberty to compare readings.

1.1.4 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 Supplier for the measurement of the quantity delivered.

1.1.5 A further check on the quantity delivered is to be made by a measuring device provided by the Authority.

1.1.6 If the representative of the Authority disagrees with the stated quantity of fuel being delivered at this point, he will annotate the details of the discrepancy on the delivery ticket and confirm the complaint in writing to the Supplier's focal point of contact.

### 1.2 Title

1.2.1 The title in the bulk fuel shall pass to the Authority at the point of entry into the Authority's Bulk Fuel Installation (BFI) or bowser (depending on location).

### 1.3 Delivery Documentation and Required Information

1.3.1 For bulk fuel, the delivery ticket shall be signed by both the Supplier's and the Authority's Representatives, after agreement that the required quantity has been supplied.

1.3.2 The original delivery ticket shall be retained by the Supplier, to accompany the invoice to the payment group. One copy shall be retained by the Customer.

1.3.3 For bulk fuel, the information required on the delivery ticket is as follows:

- Name of Product
- Product Code
- Vehicle Details
- Driver's Name
- Date of Delivery
- Quantity Delivered
- Certificate of Conformity Number

1.3.4 Each consignment shall be accompanied by a Release Certificate (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

#### **1.4 Required Delivery Schedule**

1.4.1 Unless otherwise specified, The Supplier shall make delivery of bulk fuel **within 5 working days of the order being placed.**

1.4.2 If, for any exceptional reason, delivery cannot be made within the required timescale, the Supplier shall inform both the Consignee at the Unit and the Authority's Demanding Officer at the earliest opportunity.

#### **1.5 Services on Government Property/Military Units**

1.5.1 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 Supplier is to ensure that the delivery hoses and couplings match respectively the receipt line capacity and couplings on the Authority's Bulk Fuel Installations (BFIs). The delivery vehicle shall be equipped with standard female 2.5" couplings to be compatible with the BFI.

#### **1.6 Liability for Negligent Delivery**

1.6.1 Notwithstanding the rights of the Supplier and the Authority under DEFCONs 524 and 525 and in other Conditions herein the Supplier 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 media required, unless the Supplier was acting under specific instructions from the Authority when doing so.

#### **1.7 Spillage**

1.7.1 In the event of spillage, it is the responsibility of the Authority to undertake prompt remedial action. The apportionment of the costs of such action plus the value of any fuel lost will be negotiated between the Supplier and the Authority. However, if any spillage is the result of negligence or faulty equipment provided by the Supplier or as a direct result of the Supplier acting against specific instructions from the Authority or in contravention of his legal and statutory responsibility for all clean up costs will be borne by the Supplier. Clean up of spillage shall be completed to the satisfaction of the Station Commander or Head of Establishment.

## **Safety, Health, Environment and Fire (SHEF)**

The Supplier shall be responsible for ensuring that all services carried out by himself, or his sub contractor, pursuant to the Contract, comply at all times with all relevant laws and statutes and statutory instruments and with all relevant regulations and reasonable instructions of the Authority or any relevant regulatory body or organisation. The Supplier shall ensure compliance with all the laws and regulations at the locations to which the fuel is delivered.

In performing its obligations under or pursuant to the Contract, the Supplier shall ensure that he obtains and maintains at his own expense, all necessary permits, licences, authorisations and any other permissions (whether statutory or otherwise) required to discharge his contractual obligations.

### **Health and Safety Management**

It is the Authority's policy that the activities of the Department will be effectively managed to ensure safe working conditions for the Authority's employees, supplier and third parties.

The Supplier is reminded of his legal obligation under the Health and Safety Legislation, in both English and International Law.

The Authority does not offer technical advice with regard to Safety Standards, but reserves the right, in accepting any service or product offered, to question aspects of its operation or usage in relation to safety.

General procedures for SHEF management at the Authority's establishments are detailed in:

**JSP 375 - the MOD Health and Safety Manual**

**JSP 418 – The MOD Environment Manual.**

In respect of petroleum handling and safety management, the policy and guidance contained in the following MOD publications shall apply:

**JSP 317 - Joint Service Safety Codes For The Storage And Handling Of Fuel And Lubricants**

**Defence Estates Safety Rules and Procedures SR&P 03 – Petroleum**

The above publications detail the Authority's responsibilities for working on, or work associated with, petroleum installations on the defence estate. Where the Supplier has access to the Authority's facilities the Authority seeks to ensure co-operation, co-ordination, communication and control (including competence of the Supplier) between all parties involved. Copies of JSPs are available from the address at Section 2 of the Appendix to Contract.

### **Environmental Management**

The Authority is committed to the protection of the environment and to avoid harm or nuisance by minimising the impact its activities have on the environment.

The Authority has already put into place measures to offset, reduce and in some cases, eliminate, the impact of its activities and operations on the environment by developing a comprehensive, overarching Environmental Management System (EMS) based on BS EN ISO 14001:1996. The Authority recommends that to support this initiative, the Supplier must demonstrate their concern for the environment by introducing a BS EN ISO 14001:1996 or equivalent EMS.

### **Sustainable Development**

In a broader sense, it behoves the Authority and its Suppliers to align their business with the UK Governmental Policies on sustainable development. Details may be found at [www.sustainable-development.gov.uk](http://www.sustainable-development.gov.uk), but for information, several of the principles underpinning Governmental Policy (such as *Using Sound Science Responsibly* and *Promoting Good Governance*) should be pursued to the mutual benefit of the Supplier and the Authority.

**Electronic Transactions Agreement**

**COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT**

**THE ELECTRONIC TRANSACTIONS AGREEMENT**

**Between  
(Supplier)**

**and**

**SECRETARY OF STATE FOR DEFENCE**

**Ministry of Defence**

**Electronic Transactions Agreement**

THIS AGREEMENT comprises The General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Articles and/or Services pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

**AGREED**

For and on behalf of

Signature

Name

Position

Date

For and on behalf of  
Secretary of State for Defence

Signature

Name

Position

Date

Whose registered office is at:

Agreement reference number

**Contents**

**Electronic Transactions**

**General Clauses**

<b>CLAUSE 1</b>	Definitions
<b>CLAUSE 2</b>	Scope
<b>CLAUSE 3</b>	Security of Data
<b>CLAUSE 4</b>	Authenticity of Messages
<b>CLAUSE 5</b>	Integrity of Messages
<b>CLAUSE 6</b>	Acknowledgement of Receipt of Messages
<b>CLAUSE 7</b>	Storage of Data
<b>CLAUSE 8</b>	Intermediaries
<b>CLAUSE 9</b>	Term and Termination
<b>CLAUSE 10</b>	Interruption of Service
<b>CLAUSE 11</b>	Invalidity and Severability
<b>CLAUSE 12</b>	Notices
<b>CLAUSE 13</b>	Precedence
<b>CLAUSE 14</b>	Virus Control
<b>CLAUSE 15</b>	Limit of Liability
<b>CLAUSE 16</b>	Entire Agreement
<b>Annex A</b>	Message Implementation Guidelines (MIGs) and Additional Requirements and Information Applicable to this Agreement



## 1. Definitions

a. In this Agreement, in addition to the definitions in DEFCON 501:

i. **"Acknowledgement of Receipt"** means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;

ii. **"Adopted Protocol"** means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A;

iii. **"Associated Data"** means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;

iv. **"Data"** means all Messages and Associated Data transmitted, received or stored in a digital form;

v. **"Data File"** means a single record or collection of data records that are logically related to each other, and are handled as a unit;

vi. **"Data Log"** means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;

vii. **"Defence Electronic Commerce Service" or "DECS"** mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;

viii. **"Electronic Signature"** means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;

ix. **"Expunge"** means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);

x. **"Functional Acknowledgement"** means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;

xi. **"Interchange"** means the electronic exchange of Data between the Parties using the Adopted Protocol;

xii. **"Message"** means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

## **2. Scope**

- a.** The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.
- b.** This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.
- c.** The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

## **3. Security of Data**

- a.** Each of the parties shall:
  - i.** ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;
  - ii.** subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract; and
  - iii.** protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.
- b.** The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.
- c.** The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.
- d.** If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:

- i. immediately investigate the cause, effect and extent of such breach;
- ii. report the results of the investigation to the other party; and
- iii. use all reasonable endeavours to rectify the cause of such breach.

e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

#### **4. Authenticity of Messages**

a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.

b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

#### **5. Integrity of Messages**

a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform his obligations under this Sub-Clause 5.a.

b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.

c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.

d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.

e. If the receiving party has reason to believe that a Message is not intended for him he shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from his system the information contained in such Message.

## **6. Acknowledgement of Receipt of Messages**

- a.** Except where the Interchange of Messages takes place solely within DECS, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.
- b.** An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c.** Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if applicable or, if no limit is specified, within a reasonable period of time.
- d.** Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.
- e.** Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.
- f.** A Message shall be understood to have been received from the sender:
  - i.** if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
  - ii.** if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
  - iii.** if the Interchange of Messages takes place solely within DECS, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

## **7. Storage of Data**

- a.** Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b.** The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c.** Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d.** Each party shall ensure that:

- i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and
- ii. the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

## **8. Intermediaries**

- a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of DECS in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.
- b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

## **9. Term and Termination**

- a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.
- b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.
- c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

## **10. Interruption of Service**

- a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.
- b. Applicable only in the absence of a relevant clause in the Contract:
  - i. Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay
  - ii The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement
  - iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

## **11. Invalidity and Severability**

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

## **12. Notices**

The provisions of DEFCON 526 shall apply.

## **13. Precedence**

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

## **14. Virus Control**

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

## **15. Limit of Liability**

**a.** Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000, or, where the Contract provides otherwise, to such other amount as is specified in the Contract.

**b.** For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.

**c.** In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

## **16. Entire Agreement**

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

**Appendix A TO  
DEFFORM 30**

## **Message Implementation Guidelines (MIGs)**

The Message Implementation Guidelines, are available by telephoning the DECS Service Desk on 0870 241 3569, by post from the DECS Service Desk, Capgemini, 10 Henderson Rd, Inverness, Scotland IV1 1AU, or by fax on 01463 643099. The version of the MIG that is current at the time of signature of this Agreement, shall be the version specified below.

MIG Version 201

**Annex G to DFG/6005**

**Key Performance Indicators (KPIs)**

<b>Objective</b>	<b>Performance Indicator</b>	<b>Measured and Reported by</b>	<b>Actions to be Taken</b>
Fuel Requirement met	Fuel supplied to meet the specifications required. Volumes required shall be delivered, measured and agreed by the Authority and the Supplier	Customer	Customer to keep records of deliveries and any issues arising, for feedback to SO3 Avn Fuels
Fuel delivered within the required timescales	The Supplier shall deliver within 5 working days of receipt of a correctly submitted fuel order	Customer	Customer to keep records of deliveries and any issues arising, for feedback to SO3 Avn Fuels
Delivery Documentation	The documentation required on the Contract shall be produced for each delivery	Customer	Customer to keep records of deliveries and any issues arising, for feedback to SO3 Avn Fuels
Accurate invoicing	Invoice procedures shall be set up as required in the Contract documentation. All required information shall be annotated on the invoices. Correct invoices shall be forwarded to the payment group	Payment Group/Commercial Officer	Payment group will report problems on invoicing to the Commercial officer, as they arise, for speedy resolution of problems. Any ongoing problems should be reported to SO3 Avn Fuels
Copy Invoices	Copy Invoices, marked as such, and not for payment, shall be forwarded to the relevant budget managers	Customer	Budget managers are to report discrepancies between fuel reported by the unit and copy invoices to JHC SO1 J8
Communication and Service	Satisfactory management of the processes within the Contract, and resolution of any issues arising.  Satisfactory communication and responses to issues on the Contract	Customer	Authorised Representative at each unit to report issues arising, to SO3 Avn Fuels

## Additional Information

### Authority Contact Details

#### Demanding Officer

Contact Details for the staff **MILITARY LOCATION REDACTED – SECURITY** ordering the fuel

**MILITARY CONTACTS REDACTED – SECURITY**

#### Key Performance Indicators (KPIs)

Contact Details for issues with KPIs

**MILITARY CONTACTS REDACTED – SECURITY**

#### The Authority's Budget Managers

Contact Details for forwarding "not for payment" invoices

Post Name: SO2 J8 Budman Comd Tps

Address: Headquarters Joint Helicopter Command (HQ JHC)  
IDL 417  
HQ Land Forces  
Marlborough Lines  
Monxton Road  
Andover  
Hants  
SP11 8HJ

**MILITARY CONTACTS REDACTED – SECURITY**

#### Operations Section DFG

Post Name: SO3 Avn Fuel Ops

**MILITARY CONTACTS REDACTED – SECURITY**

#### Commercial Section DFG

Post Name: DFG Comrc MarineAvn

**MILITARY CONTACTS REDACTED – SECURITY**

#### Payment Group FMSSC

DFM-FMSSC  
Walker House  
Exchange Flags  
Liverpool  
Merseyside  
L2 3YL

The Payment Group number will be advised.

Please note: The Payment Group cannot be contacted direct by telephone.

Problems with the Payment Group should be directed to the Commercial Officer.

#### Supplier Contact Details for Fuel Orders:

Post name: Manager, Supply  
Name: **PERSONAL IDENTIFICATION REDACTED**  
Tel: +44 (0) 207 808 5115  
Email: **PERSONAL IDENTIFICATION REDACTED**



Copy orders to:

Post Name: Senior Manager Contract Proposals  
Name: PERSONAL IDENTIFICATION REDACTED  
Tel: +1 305-428-8030  
Email: PERSONAL IDENTIFICATION REDACTED

## Pricing

Platts Base	Platts Code	Frequency	High/Mean/Low	Premium
<b>Main Contract Period</b>				
PRICING INFORMATION REDACTED – COMMERCIALY SENSITIVE				
<b>Option Period</b>				
PRICING INFORMATION REDACTED – COMMERCIALY SENSITIVE				

## Appendix - Addresses and Other Information

**1. Commercial Officer**  
DFG Comrcl Marine Avn  
DE&S, Room 8, HQ Building, Defence Fuels Group, West Moors,  
Wimbome, Dorset, BH21 6QS  
Tel: +44 (0) 1202 65 4470  
Email:

**2. Project Manager, Equipment Support Manager or IPT Leader**  
(from whom technical information is available)  
DFG SO2 Fuels Proc  
Address as Box 1 above  
Tel: +44 (0) 1202 65 4359  
Email:

**3. Packaging Approving Authority**  
DE&S Through Life Support Defence Packaging.  
Building S11  
Fort Halstead  
Sevenoaks  
Kent  
TN14 7BP  
Tel: 01959 897253

**4. (a) Supply/Support Management Branch or JIGSAW Order Manager:**  
  
**Tel No:**  
  
**(b) U.I.N. A1009E**

**5. Drawings/Specifications are available from**

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**  
N/A  
  
(where no address is shown the mauve copy should be destroyed)

**7. Quality Assurance Representative:**  
FLG Tech Mgr  
Room 8, address as Box 1 above  
Tel: +44 (0) 1202 65 4368  
  
Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.  
  
**AQAPS and DEF STANs** are available from Stan 1, Kentigern House, 65 Brown St, Glasgow, G2 8EX. A self addressed label should be sent with each application. Website is: [www.dstan.mod.uk](http://www.dstan.mod.uk)

**8. Public Accounting Authority**  
(for Government owned stores issued or to be held by the Contractor)  
Ministry of Defence, CAS/Asset Accounting Centre (AAC), West Point,  
12<sup>th</sup> Floor, 501 Chester Road, Old Trafford, Manchester, M16 9HU  
**☎ 0161 908 3001 Fax : 0161 908 3000**

**9. Consignment Instructions**  
The items are to be consigned as follows:  
As stated in the terms and conditions of the Contract

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:  
**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. DSDA** HQ Transport Stream, Building E1, E Site, Bicester, Oxon, OX25 2LD:  
UK Ex-Works ☎ 01869 258406/258403 Fax 01869 257295  
IMPORTS ☎ 01264 38 1605 Fax 01264 38 1643  
EXPORTS ☎ 01264 38 1602 Fax 01264 38 1643  
Also note: [www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority (see Note 1)**  
Ministry of Defence ☎ 0151-242-2000  
DFM FM SSC  
Walker House, Exchange Flags Fax: 0151-242-2809  
Liverpool, L2 3YL **Website is: [www.fmssc.mod.uk](http://www.fmssc.mod.uk)**

**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 256052 Fax: 01869 256026)  
**Applications via fax or email: [DESDDA-FormsandPubs@mod.uk](mailto:DESDDA-FormsandPubs@mod.uk)**

**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 also be obtained from the MOD Internet Website; [www.aof.mod.uk/aofcontent/tactical/toolkit/](http://www.aof.mod.uk/aofcontent/tactical/toolkit/)

For Official Use Only Recoverable YES  NO

Issue of Government Property YES  NO

VAT Contractor - Country of Origin (delete those not applicable)

UK	Overseas (non-EC Country) x	Overseas (EC Country)
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If EC specify country:

Outside the scope	<input type="checkbox"/>	Item Nos	<input style="width: 90%;" type="text"/>
Exempt	<input checked="" type="checkbox"/>	Item Nos	All
Taxable Zero Rate	<input type="checkbox"/>	Item Nos	<input style="width: 90%;" type="text"/>
Taxable - Standard Rate	<input type="checkbox"/>	Item Nos	<input style="width: 90%;" type="text"/>

(where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted)

Finance Branch

LH No/Project No

Requisition No

Project Management/  
Production branch  
reference

Place of manufacture

Place of packaging

Contractor's Tel No