



## Brazilian Aeronautical Commission in Europe

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NOTE: The Brazilian Aeronautical Commission in Europe, hereinafter referred to as BACE, is a procurement division of the Brazilian Aeronautical Command, responsible for the purchase of aeronautical and military material/services to supply the Brazilian Air Force – BAF. These terms apply to and govern all online biddings conducted by BACE.

### ONLINE BIDDING TERMS AND CONDITIONS

#### I. SUBMISSION OF QUOTES:

1. Quotes may be submitted through our B2B website (preferable), by e-mail to [procurement@bace.org.uk](mailto:procurement@bace.org.uk), fax to +44 (0) 207 8318129 or post addressed to:

**BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

**Logistics Division**

**16 Great James Street, London, WC1N 3DP.**

#### II. QUOTING INSTRUCTIONS

1. Quotes submitted should be valid for at least 90 days.
2. Bidders are required to quote in accordance with BACE's specifications. Any alterations regarding quantity, condition, unit, or part number must be fully explained under "REMARKS".
3. If the item is requested in condition "B" (new surplus), condition "A" is also acceptable, and the criteria for determining the winner shall be the lowest price.
4. Bidders should inform their reasons for not quoting any particular item (e.g.: unknown or obsolete PN).
5. Quotes may be submitted in Euro, Pound Sterling or US Dollar.
6. Quotes are judged on an item by item basis. Thus:
  - a) Bidders must quote prices for each item individually; and
  - b) Any discounts should be offered on an item by item basis.
7. The Final Unit Price quoted must include material price, export packaging and documentation, shipping and delivery costs.

#### III. CONDITION OF MATERIAL AND WARRANTY:

1. The condition of the material should be indicated in the corresponding field and a certificate of warranty should be provided upon delivery according to the following:

"A" (New Manufacturer - OEM) - the original manufacturer's certificate of warranty;

"B" (New Surplus) - a certificate of warranty issued by the seller, stating the material has never been used, has been inspected, complies with all factory standards for new material and is ready for use;

"C" (Overhauled Condition - OHC) - a certified overhauled certificate or equivalent document applicable to the country/product concerned, issued by a duly certified/authorised seller.
2. Should the material not fall into any of the aforementioned conditions, the appropriate warranty must be supplied, in accordance with current legal standards applicable to the material.

#### IV. LEAD TIME/DELIVERY TERMS:

1. Bidders should indicate the number of days required for delivery of the TOTAL QUANTITY OF EACH BAC N° (item) in the corresponding field.
2. Time for delivery shall be of the essence of any contract entered into between bidder and BACE and delays in carrying out delivery may result in partial or full cancellation of the order.
3. All deliveries to BACE shall be made to one of our warehouses and FCA (INCOTERMS 2010) is BACE's preferred delivery term. However, alternative INCOTERMS may be considered upon request.
4. The terms relating to packaging requirements are set out in item III of the Terms and Conditions of P.O. which, unless otherwise agreed in writing, shall apply to Purchase Orders made by BACE to winning bidders.

#### V. TERMS OF PAYMENT:

1. BACE's standard terms of payment are "Net 30 days", after receipt of material (ARM).

2. Once delivery has been made, the original invoice covering the product(s) shipped must be submitted by post to BACE, as well as a copy of the Bill of Lading/Air Waybill (when applicable).

**VI. TERMS AND CONDITIONS OF PURCHASE ORDER**

1. The winning bidder shall download the P.O. within 7 calendar days from receiving the notification email, after which it may be cancelled at BACE's discretion.
2. The lead time proposed shall start from the winning bidder's receipt/download of the P.O.
3. Winning bidders who are awarded a P.O. will have 14 days from the date of receipt/download of the P.O. within which to raise any questions, reject the P.O or request a variation of any of the terms therein. All such requests must be made in writing in accordance with the Terms and Conditions of the P.O.
4. If no requests or objections are made within this 14-day period, the P.O. will be deemed accepted and no request for variation will be considered thereafter.
5. Acceptance of a P.O. indicates total acceptance of the Terms and Conditions of P.O. which are legally binding and form part of the contract of purchase of goods and/or services.
6. Please refer to the Terms and Conditions of P.O.

**VII. ACCEPTANCE OF QUOTES**

1. BACE reserves the right to request, at any time, additional documents concerning the bidder or the material/service to be supplied.
2. BACE reserves the right to reject any quote and engage in business with any bidder for the supply of any material/service, regardless of whether the rejected bidder quoted the lowest price.

**VIII. REMEDIES**

1. Bidders in receipt of a P.O. from BACE shall abide by BACE's Terms and Conditions of P.O. Recurrent non-compliance with BACE's Terms and Conditions of P.O., followed by repeated failures to rectify any breaches despite being formally notified by BACE, may result in one or both of the following:
  - a) BACE's total or partial cancellation of this P.O. without payment;
  - b) Supplier's temporary or permanent exclusion from BACE's accredited suppliers list

**IX. MISCELLANEOUS**

1. For those bidders whose quotes satisfy all other specifications of the request, the main criteria for selecting the winner shall be price.
2. Should two or more bidders, whose quotes satisfy all other specifications, submit identical quotes in terms of price, the winner will be determined by a draw.
3. Any quotes received by BACE after the closing date and time will be rejected.
4. Due to the very high volume of RFQs, BACE is unable to acknowledge receipt of quotes and/or notify suppliers not awarded with a purchase order.
5. BACE will not accept responsibility for any costs arising from the preparation, presentation and submission of quotes.
6. Any queries arising from issues not covered by these terms and conditions must be addressed to BACE's Head of Logistics Division.
7. Requests for Quotations will be conducted in harmony with the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgment.

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