

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON



TERMS AND CONDITIONS



**MINISTRY OF DEFENSE
AIR FORCE COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**

TERMS AND CONDITIONS

Legal Support: Bids submitted to BACW will be regulated, interpreted and evaluated in accordance with the principles of Articles 3 and 123 of Brazilian Law Nº 8,666 (June 21, 1993) (“Brazilian Law Nº 8,666/93”) regarding legality, impartiality, morality, equality, integrity, administrative transparency, and objectivity. These Terms and Conditions shall govern the participation of any and all Bidders (“Bidders”) in a Bidding process (“Bidding Process”) overseen by the Brazilian Aeronautical Commission in Washington (“BACW”).

CHAPTER I – THE OBJECT

1.1 The present Bidding Process has as its object what is described in the applicable Request For Quote (RFQ), available in the SISCAB system as further described and defined by these Terms and Conditions and its annexes (including the RFQ).

1.2 In some cases, the Bidding Process documentation may not include a “Basic Project” annex or Technical Specifications annex to guide the Bidders if that is deemed unnecessary by the BACW at its sole and absolute discretion.

CHAPTER II – THE BIDDERS

2.1 Only Bidders that are legally established corporations, companies (whether registered or not with the BACW), specialized in the relevant field, and in compliance with all of the requirements of these Terms and Conditions and its annexes, including the corresponding RFQ, as determined by the BACW at its sole and absolute discretion, may submit bids (“Bids”) pursuant thereto.

2.2 No entity may participate in a Bidding Process (either individually as a Bidder or as part of a consortium or joint venture constituting a Bidder, as the case may be) if it also is participating in the same Bidding Process as a member, shareholder, consultant or agent of another company, consortium or joint venture constituting a Bidder. No Bidder may participate in a Bidding Process if it employs or otherwise retains any persons or entities who serve as employees, agents or consultants of another Bidder. No Bidder may participate in a Bidding Process, no matter what

form that Bidder may take, if, for any reason, such Bidder (or, in the case of a Bidder constituting, a consortium or joint venture, any consortium or joint venture member or shareholder of such Bidder) shall have been deemed unfit to participate in any Bidding process or government contracting with the Brazilian Government or the Government of the United States of America.

2.3 Also, no Bidder may participate in this or any other Bidding Process if it has not fulfilled contractual obligations assumed with BACW, until all such obligations have been fulfilled to the satisfaction of the BACW.

2.4 In case of Equipment Repair/Overhaul, the Bidder must be either a Manufacturer or a Representative, whose workshops are authorized to perform repair activity in aeronautical material, according approval issued by a Competent Governmental Regulatory Agency, such as FAA or EASA certificates.

CHAPTER III – THE PRICE PROPOSALS

3.1 A Bidder shall submit a bid (“Bid”) in response to a RFQ through the SISCAB system or other method approved in advance in writing by the BACW. A Proposal must be submitted before the deadline set forth in the RFQ in order to be considered by BACW.

3.2 Bidders that are registered under BACW’s Database will be able to include their Proposals directly into the SISCAB system, online or by uploading their Proposals.

3.3 Bids permissibly sent by fax or email will be accepted, as long as the deadline has not been expired.

3.4 In the case that provision of aeronautical material is the object of the relevant RFQ, a Bid must adhere to the required specifications in the respective RFQ. Any modification to quantity, condition, unit or PART NUMBER (PN) must be completely explained in the field “Additional Information” of such Bid, as well as modified in all the fields of the Bid. Any variations to specifications or quantities are subject to rejection by BACW at its sole and absolute discretion.

3.5 Bids with disclaimers such as prior sale susceptibility, minimum order requirements, or delivery dates that are after the ones specified on the RFQ, will be disqualified. are subject to rejection by BACW at its sole and absolute discretion.

3.6 Condition of the Material:

3.6.1 The condition of any material offered pursuant to a Bid must adhere to the following categorizations to be provided in the field “COND” of the applicable RFQ:

- “A” (new manufacturer – OEM). The original manufacturer warranty shall be in full effect throughout the period that the items are being delivered to BACW. The original warranty certificate must accompany the invoice. The warranty shall be an integral part of the order, starting at the moment the Bid is awarded;
- “B” (new surplus). An indication of warranty must be made on the invoice, certifying that the material is new, that it has never been used in any way, and that it was inspected and considered fit for flight. Inspection certificates must be attached to the invoice. The warranty must become an integral part of the order, starting at the moment the Bid is awarded; and

- “C” (OHC – Overhauled Condition). Original certification and authorization for inspection/rectification issued by the Competent Governmental Regulatory Agency must be attached to the invoice, starting when Bid is awarded.

3.6.2 Materials which do not fall under any of the 3 (three) categories described in Section 3.6.1 above, may be offered, as long as the Bidder proves to the satisfaction of BACW in its sole and absolute discretion that such materials comply with the specifications of the relevant RFQ.

3.7 Contracting for Equipment Repair/Overhaul:

3.7.1 In case of Bidding Processes for Repair and/or Overhaul of equipment, the Bidder must include the following in the total price quoted:

- Evaluation cost - including return transport of the equipment to BACW warehouse (unless otherwise specified on the Requisition/Technical Specifications) and customs clearance fees and taxes, when applicable; and
- Cost for the Repair/Overhaul.

3.7.2 The Bidder’s proposal must demonstrate separately, in the field “Additional Information” of the B2B Site the following:

- Evaluation Cost;
- Repair station FAA and/or EASA Certificate number approved by the Competent Governmental Regulatory Agency; and
- Warranty coverage.

3.7.3 If the Bidder’s Proposal does not comply with item 3.7.2 it will be subject to rejection by BACW at its sole and absolute discretion.

3.7.4 In case the final price is not approved by the BACW, the equipment must be returned in the same condition as received by the CONTRACTED PARTY.

3.7.5 In case of losses or damages of the equipment while it is under CONTRACTED PARTY responsibility, the CONTRACTED PARTY shall replace the material, at its own costs, as a whole or in part, at the discretion of the CONTRACTING PARTY.

3.7.6 The CONTRACTING PARTY might apply fines in cases of losses that not have been replaced. The fines due and/or losses caused to the CONTRACTING PARTY shall be deducted from the amounts due, collected on behalf of BACW.

3.8 Contracting for Training Course/Technical Assistance in Brazil:

3.8.1 In cases of Bidding Processes for the training course/technical assistance in Brazil, the Bidder must include in total price quoted the following components: costs for issuing passports, visas, consular fees, airfare, photographs and other documents and fees, when applicable.

3.8.2 In cases of Bidding Processes for the training course/technical assistance in Brazil, the Bidder is responsible for achieving passports and visas for your employee, at a timely manner, to meet the deadlines established in the Bidding.

3.9 All quoted prices must consider that the material sold will be exported. The supplier will be considered the USPPI (United States Principal Party of Interest) and responsible for the application and payment of fees and taxes for export licenses, when applicable.

3.10 Bids must be valid for a period of at least 90 (ninety) calendar days, counted from the day they are submitted through the SISCAB system. If for any reason the bid is valid for less than the required 90 days, the seller should include that information when introducing their offer. The quoted price shall be in United States Dollars, unless the RFQ-SISCAB otherwise specifies, and it shall include all expenses, taxes, handling, proper export packing, social charges, domestic freight, insurance, application and issuance for export licenses and any other expenses related to that Bid.

3.11 The presented Proposal will be taken into consideration for judgment and will be of exclusive and total responsibility of the Bidder. The Bidder may not request any alterations to its Proposal following its submission.

3.12 When proof of any documentation is deemed necessary for a Bidder's qualification, such Bidder may present (either in person or via mail) original documents or authenticated copies notarized by a competent authority.

3.13 For all correspondences outside of the SISCAB system, Bidders shall use the following address:

Brazilian Aeronautical Commission in Washington
1701 22nd Street N.W. Washington, DC 20008
Email: dl.cabw@fab.mil.br

CHAPTER IV – JUDGING OF THE PRICE PROPOSALS

4.1 BACW will consider to be **invalid** any price proposals ("Proposals") for any of the bellow listed reasons, as determined by the BACW at its sole and absolute discretion. An Invalid Proposal will not be considered further by the BACW in the Bidding Process.

4.1.1 Do not comply with the requirements set forth in these Terms and Conditions (including the RFQ and all other annexes);

4.1.2 Are subsidized by financing or which have advantages based on knowledge of another Bidder's Proposal; and/or

4.1.3 Contain symbolic prices, or prices with zero value or otherwise not feasible (whose values are less than 70% of the arithmetic average of the remaining valid Proposals) or incompatible with the market.

4.2 Proposals that are determined by the BACW (at its sole and absolute discretion) to be valid (and which do not fall under a provision of Section 4.1), above, will be classified in increasing order by the prices proposed.

4.3 The winning Bidder, judged from among all valid Bids, will be the one ranked first by the criterion of the lowest price.

4.4 In case of a tie between two or more Proposals, the BACW will select the winning Bidder by a drawing.

4.5 BACW will not notify any Bidder whose Proposal is not declared the winner. If a Bidder does not receive any notification from the BACW that it has been awarded the Bid within 60 (sixty) days after the expiration of the Bidding

Process, the Bidder must consider that its Proposal was not the winner. Within this period, any registered Bidder may consult online whether the Bid was awarded and the winning Bidder.

4.6 The winning Bidder shall be the CONTRACTED PARTY (“CONTRACTED PARTY”) and bound by the contract (“Contract”) corresponding to the RFQ.

CHAPTER V – APPEALS

5.1 The Bidder may appeal a decision of the BACW within 2 (two) business days, to be counted from the day of the of Bid award.

5.2 BACW will send a copy of the appeal to all the Bidders, who may refute or support the appeal by written submission to the BACW within 02 (two) business days of receiving the notice of the appeal.

5.3 The appeal (and any subsequent submissions from interested Bidders) must be submitted in writing (typed or printed), signed by the Bidder’s legal representative, and sent as an attachment to the email address cpl.cabw@fab.mil.br, before 3:00 PM.

5.4 Appeals (or other related submissions) submitted after the applicable deadlines set forth above will not be considered.

CHAPTER VI – PENALTIES

6.1 In the event of partial or total noncompliance of the Purchase Order (PO) or of the Terms and Conditions, the BACW may terminate unilaterally the contract, without any prejudice. In case of Repair or Overhaul of any item or component, the CONTRACTED PARTY shall return the assembled item or component, in the same condition as received, as well as pay for return shipping of the item or component, without any additional charges, such as evaluation or assembly.

6.2 The BACW considers as noncompliance of PO, not limited to:

- Non-delivery of the material/service on time;
- Delivery of material/service that differs from the PN and/or NSN specified on the PO;
- Change in delivery location specified on the PO;
- Change in material quantity specified on the PO;
- Change in material condition specified on the PO;
- Change in material/service price specified on the PO;
- Change in material/service description specified on the PO.
- Contractor not answering requests or not issuing responses to questions made by the BACW, referring to the PO subject.

6.3 In the event of the full or partial noncompliance of any item of these Terms and Conditions (including the RFQ and any other Annexes), BACW will apply penalties listed below:

6.3.1 A warning letter for minor violations, which for these purposes mean those that do not result in significant losses to the object of the contract.

6.3.2 Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for up to two (2) years, which for these purposes mean those that result in significant losses to the object of the contract.

6.3.3 Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration (BACW), which shall be granted provided that the Contracted Party compensates the Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.

6.3.4 Additional compensatory fine - Fines referred to in art. 86 (late fines) and item II of art. 87 (fine for total or partial non-performance of the contract), of Law 8.666 / 93 (Brazil), can be defined and applied according to the following situations:

a) The delay in the time limit for completion of the steps set out in Physical-Financial Schedule for up to ninety (90) days will mean a fine for late payment of 0.05 % (five percent) of the value of the defaulted obligation, per calendar day of delay;

-over 90 days late, a fixed penalty of 10% (ten percent) of the phase value, step or portion of the service will be applied;

- the application of late-payment penalty may, in accordance with the convening terms for proposals or contract, be concurrent appending with penalties for non-performance full or partial of the contract or other sanctions provided that is in art. 87 of Law 8,666 / 93;

- the management, considering the convenience and opportunity, may terminate the contract or cancel the Commitment note, due to delay of more than ninety (90) calendar days;

b) For total or partial non-performance of the contracted object:

- A fine adjustment may be applied by partial non-performance amounting to 0.2 % (two percent) of the value of the Contract if the Contractor fails to comply with any condition set in the contract; and

- When the Contractor gives rise to the termination, will be applied to the total fine for non-performance of the 10% adjustment (ten per cent) of the updated value of the contract, subject to late-payment penalty or other sanctions referred to in art. 87 of Law 8.666 / 93 (Brazil).

6.4 The Management Unit shall notify the Contractor the amount to be paid and the payment should the Contractor through the bank transfer or account check, substantiate the payment / settlement of fines, within 5 (five) business days, counted from the date of notification of the act that imposes to the Contractor, exhausted all administrative resources and the right to legal defense.

6.5 If the fine is not paid within the time specified in the preceding paragraph, will be discounted in the value of future installments.

6.6 In case the payment is not satisfied like the previous manners, will be promoted discounting the due fine, running up the contract guarantee;

6.7 The fine shall not relieve the Contractor of reparation of eventual prejudice, loss and damage your punishable act will result to the Administration, nor rule out the possibility of the imposition of other administrative penalties.

6.8 The application of the fines provided in the previous sections may be appealed within five (5) business days, as provided in item " f", I, art. 109 of Law 8.666 / 93.

6.9 The penalties provided for will be applied through an administrative proceeding that ensures due process and ample defense, while following the procedure provided for under Law nº 8,666/93 (Brazil), and also Law nº 9.784/99 (Brazil).

6.10 While applying the penalties, BACW shall take into account the seriousness of the violation, the educational character of the penalty as well as the damage that was caused to the administration (BACW), following the principle of proportionality.

6.11 In cases of suspension, the reactivation of the registration will only take place after the CONTRACTED PARTY fulfills the suspension period and upon submission of a formal written request to BACW, justifying the fact and proving to have the breach rectified. The request will be subject to the approval of the Chief of BACW at his sole and absolute discretion.

6.12 The fine does not exclude the application of other penalties. In case there is no financial guarantee, the amount of the fine may be deducted by the BACW from invoices not yet paid to the CONTRACTED PARTY or billed by BACW to the CONTRACTED PARTY.

CHAPTER VII – PAYMENTS

7.1 Payments will be made by BACW to the CONTRACTED PARTY within thirty (30) days of the receipt by the BACW of the contracted service.

7.2 Payments are sent by WIRE TRANSFERS. Occasionally, BACW may sent payments by CHECK, If the CONTRACTED PARTY requests it. The BACW does NOT cover wire transfer fees charged by the CONTRACTED PARTY'S or intermediary banks;

CHAPTER VIII – PRICE RE-ADJUSTMENT

8.1 The proposed prices are fixed and firm (FFP), unless previously established in the Annex I, or it is an equipment Repair/Overhaul, which shall, in this case, follow the rule set forth in Section 8.3 below.

8.2 Prices proposed by a Bidder in its Proposal shall include all ordinary expenses, whether direct or indirect, arising from the performance of the object, including but not limited to fees and/or taxes, social contributions, labor, social security, fiscal and commercial amounts that are due, administration fees, costs for emission (evaluation) of budget, transportation costs (including those for return of the equipment to the CONTRACTED PARTY), customs

clearance, costs of consumption materials, insurance, and all other fees necessary for full compliance of the object of the Contract.

8.3 In cases where the quote is for Repair/Overhaul of equipment and the CONTRACTED PARTY presents a new budget after the issuance of the Purchase Order or Contract signing, in order to cover the repair requirements of components whose damage had been considered unpredictable at the time the Bidder presented its Proposal, its approval shall be conditioned to the following steps:

8.3.1 The CONTRACTED PARTY must submit to the BACW's Logistics Division, before the execution of the contracted service, the budget amendment, detailing all services to be executed, including their quantities and unit prices and the reasons why those costs were not included in the initial quotation. The presentation of a new budget shall occur within fifteen (15) business days counted upon the receipt of the equipment by the CONTRACTED PARTY, or from the deadline established in Annex 1, when specified;

8.3.2 In the event of an amendment, with the prior authorization of the BACW, the CONTRACTED PARTY is obliged to accept, on the same contractual conditions, any addition or elimination in the works, services or purchases, of the updated initial amount of the agreement and, in the particular case of renovation of a building or equipment, up to fifty percent (50%) for additions thereto;

8.3.3 The amount to be paid by BACW for the evaluation (issuance of budget), return transport to the CONTRACTED PARTY and customs clearance, if applicable, must be defined by the Bidder in their quoted price as required item 3.7.2;

8.3.4 In case the new budget proposed by the CONTRACTED PARTY is not approved by the BACW and the CONTRACTED PARTY refuses to perform the service at the price it initially quoted, the CONTRACTED PARTY must return the item within ten (10) days, in the same condition it was delivered, at the following address, with the BACW covering only the evaluation fee informed during the quoting process:

Brazilian Aeronautical Commission in Washington
4601 Beech Road
Temple Hills, MD 20748

CHAPTER IX – CONTRACT

9.1 For Contracts originated from a Bidding Process, the terms of the Contract may be replaced by a purchase order pursuant to the RFQ.

CHAPTER X – SUPERVISION

10.1 The execution of the contracted object will be followed and supervised by the Chief of BACW's.

CHAPTER XI – RECEIVING

11.1 The object of the Contract will be received as follows:

11.1.1 Provisory by the BACW; and

11.1.2 Permanent, by the Receiving Commission (COMREC) from the end user in Brazil, after verification of the quality and quantity of the material delivered.

11.2 The delivery, packaging, and transport must obey the rules set forth in Chapter XII of these Terms and Conditions and their Annexes.

CHAPTER XII – SHIPPING AND EXPORT COMPLIANCE

12.1 HAZMAT PRODUCTS

12.1.1 Local Suppliers:

12.1.1.1 Boxes from different purchase orders cannot be consolidated. Boxes or packaging must be specific and authorized for transport of HAZMAT material; they should be labeled accordingly.

12.1.1.2 Wooden packages (boxes, packages) and sustaining pallets must mandatorily have adequate treatment (heat or fumigated with chemicals) in compliance to the International Phytosanitary Standards (ISPM 15), they should also display adequate stamp showing that the treatment was done.

12.1.1.3 When applicable, the CONTRACTED PARTY is responsible to apply for the Export License, well as for all the costs involved in this process.

12.1.1.4 Export documentation listed below must be provided by the CONTRACTED PARTY and must be attached to the shipment:

- A. Commercial invoice;
- B. Packing list;
- C. ANSI MSDS (Material Safety Data Sheet format ANSI);
- D. IATA (Dangerous goods declaration for Air);
- E. SED (Shipper's Export Declaration); and
- F. SD-101 (IMO Dangerous Goods Declaration – maritime shipment);

12.1.1.5 Invoice must contain:

A. Final destination:

Ministério da Defesa – Comando da Aeronáutica
Centro de Transporte Logístico da Aeronáutica
Estrada Alfredo Rocha, 495 – Ilha do Governador – RJ
CEP 21941-580 – Brasil
CNPJ 00.394.429/0045-21 – Jurisdição Fiscal 7.93.34.01-6

- B. Schedule B number (10 digits) / harmonized code;
- C. NSN class;
- D. PO number;
- E. “HAZMAT” inscription;
- F. Export License number (when applicable); and
- G. EIN Number.

12.1.1.6 The packing list must state the following information, besides all necessary data to identify the part number and shipped quantity:

- A. PO number;
- B. "HAZMAT" inscription;
- C. Weight; and
- D. Dimensions.

12.1.1.7 Packing and documentation must comply with export International Maritime Dangerous Good Code (IMDG Code), IATA (International Air Transportation Association) and 49 CFR, subchapter C "Hazardous Materials Regulations".

12.1.1.8 The CONTRACTED PARTY shall contact the Brazilian Aeronautical Commission, to define how and where the material will be delivered. This contact must be done through the email: smat.cabw@fab.mil.br.

12.1.1.9 All documentation, previously mentioned, must be delivered by freight forwarder, together with load. This documentation must also state the name of the CONTRACTED PARTY and of the number of the BACW's PO. Invoices and/or packing lists from third party will not be accepted.

12.1.1.10 When using our website to quote, it is your responsibility to specify the delivery location. If the material is being shipped from the USA, it should be used INCOTERMS 2020 FCA, and delivered at our US warehouse:

4601 Beech Road, Temple Hills, MD 20748 Phone: (301) 423-2515.

12.1.1.11 All delivery must occur Monday thru Friday, between 7:30 AM - 12:00 PM and 1:00 PM - 3:00 PM, except during American and Brazilian national holidays.

12.1.1.12 For any delivery procedure different from and/or not mentioned in this document, the CONTRACTED PARTY must request prior written authorization via email: smat.cabw@fab.mil.br.

12.1.1.13 Items shipped to our warehouse that do not comply with the rules on paragraphs 12.1.1.1 a 12.1.1.12 will NOT be accepted.

12.1.2 Overseas Suppliers

12.1.2.1 All goods, from overseas, will be exported under the CONTRACTED PARTY's responsibility, in compliance with its Local Federal Regulation.

12.1.2.2 When applicable, the CONTRACTED PARTY is responsible to apply for the Export License, well as for all the costs involved in this process.

12.1.2.3 INCOTERMS 2020 DAP, customs clearance responsibility by the BACW, to the following address:

Ministério da Defesa – Comando da Aeronáutica
Centro de Transporte Logístico da Aeronáutica
Estrada Alfredo Rocha, 495 – Ilha do Governador – RJ
CEP 21941-580 – Brasil
CNPJ 00.394.429/0045-21 – Jurisdição Fiscal 7.93.34.01-6

12.1.2.4 If the material is being shipped from anywhere other than the USA, chose from the link below on Item 12.1.2.5, the most appropriate location and use INCOTERMS 2020 FCA.

12.1.2.5 List of warehouse locations:

https://www2.fab.mil.br/cabw/images/PDF/Shipping_Information.pdf

12.1.2.6 The CONTRACTED PARTY must notify the BACW, prior to export, providing copy of the HAWB/BL, invoice and packing list. This notice must be sent via email: smat.cabw@fab.mil.br.

12.1.2.7 All documentation, previously mentioned, must be delivered by freight forwarder, together with load. This documentation must also state the name of the CONTRACTED PARTY and the number of the BACW's PO. Invoices and/or packing lists from third party will not be accepted.

12.1.2.8 For any delivery procedure different from and/or not mentioned in this document, the CONTRACTED PARTY must request prior written authorization via email: smat.cabw@fab.mil.br.

12.2 NON HAZMAT PRODUCTS

12.2.1 Local Suppliers

12.2.1.1 Boxes from different purchase orders cannot be consolidated.

12.2.1.2 Wooden packages (boxes, packages) and sustaining pallets must, mandatorily, have adequate treatment (heat or fumigated with chemicals) in compliance to the International Phytosanitary Standards (ISPM 15), they should also display adequate stamp showing that the treatment was done.

12.2.1.3 When applicable, the CONTRACTED PARTY is responsible to apply for the Export License, well as for all the costs involved in this process.

12.2.1.4 Export documentation below listed must be provided by the CONTRACTED PARTY and must be attached to the shipment:

- A. Commercial invoice;
- B. Packing list; and
- C. SED (Shipper's Export Declaration).

12.2.1.5 Invoice must contain:

A. Final destination:

Ministério da Defesa – Comando da Aeronáutica
Centro de Transporte Logístico da Aeronáutica
Estrada Alfredo Rocha, 495 – Ilha do Governador – RJ
CEP 21941-580 – Brasil

CNPJ 00.394.429/0045-21 – Jurisdição Fiscal 7.93.34.01-6

B. Schedule B number (10 digits) / harmonized code;

C. NSN class;

D. PO number;

E. "NON HAZMAT" inscription; and

F. Export License number (when applicable).

12.2.1.6 The packing list must state the following information, besides all necessary data to identify the part number and shipped quantity:

A. PO number;

B. "NON HAZMAT" inscription;

C. Weight; and

D. Dimensions.

12.2.1.7 Packing and documentation must comply with Federal Export Regulations.

12.2.1.8 The materials which do not exceed 7,000 pounds and/or 82 inches must be delivered to:

Brazilian Aeronautical Commission -Warehouse

4601 Beech Road

Temple Hills, MD – 20748

Phone: (301) 423-2515

E-Mail: smat.cabw@fab.mil.br

12.2.1.9 If the material exceeds 7,000 pounds and/or 82 inches, the CONTRACTED PARTY must contact the Brazilian Aeronautical Commission, to define how and where the material will be delivered. This contact must be done through the email: smat.cabw@fab.mil.br.

12.2.1.10 All documentation, previously mentioned, must be delivered by freight forwarder, together with load. This documentation must also state the name of the CONTRACTED PARTY and of the number of the BACW's PO. Invoices and/or packing lists from third party will not be accepted.

12.2.1.11 All delivery must occur Monday thru Friday, between 7:30 AM - 12:00 PM and 1:00 PM – 3:00 PM, except during American and Brazilian national holidays.

12.2.1.12 For any delivery procedure different from and/or not mentioned in this document, the CONTRACTED PARTY must request prior written authorization via email: smat.cabw@fab.mil.br.

12.2.2 Overseas Suppliers

12.2.2.1 All goods, from overseas, will be exported under the CONTRACTED PARTY's responsibility, in compliance with its Local Federal Regulation.

12.2.2.2 When applicable, the CONTRACTED PARTY is responsible to apply for the Export License, well as for all the costs involved in this process.

12.2.2.3 INCOTERMS 2020 DAP, customs clearance responsibility by the BACW, to the following address:

Ministério da Defesa – Comando da Aeronáutica

Centro de Transporte Logístico da Aeronáutica

Estrada Alfredo Rocha, 495 – Ilha do Governador – RJ

CEP 21941-580 – Brasil

CNPJ 00.394.429/0045-21 – Jurisdição Fiscal 7.93.34.01-6

12.2.2.4 If the material is being shipped from anywhere other than the USA, chose from the link below on Item 12.1.2.5, the most appropriate location and use INCOTERMS 2020 FCA.

12.2.2.5 List of warehouse locations:

https://www2.fab.mil.br/cabw/images/PDF/Shipping_Information.pdf

12.2.2.6 The CONTRACTED PARTY must notify the BACW, prior to export, providing copy of the HAWB/BL, invoice and packing list. This notice must be sent via email: smat.cabw@fab.mil.br.

12.2.2.7 All documentation, previously mentioned, must be delivered by freight forwarder, together with load.

This documentation must also state the name of the CONTRACTED PARTY and of the number of the BACW's PO. Invoices and/or packing lists from third party will not be accepted.

12.2.2.8 For any delivery procedure different from and/or not mentioned in this document, the CONTRACTED PARTY must request prior written authorization via email: smat.cabw@fab.mil.br.

CHAPTER XIII – GENERAL DISPOSITIONS

13.1 Annex I is an integral part of these Terms and Conditions.

13.2 The BACW reserves the right to revoke or annul the Bidding Process in case clearly in the public interest, e.g.:

13.2.1 Where there is no longer a requirement for the supplies or services; or

13.2.2 Where amendments to the invitation would be of such magnitude that a new invitation is desirable.

13.2.3 When an invitation issued other than electronically is cancelled, bids that have been received shall be returned unopened to the bidders and notice of cancellation shall be sent to all prospective bidders to whom invitations were issued. When an invitation issued electronically is cancelled, a general notice of cancellation shall be posted electronically, the bids received shall not be viewed, and the bids shall be purged from primary and backup data storage systems.

13.3 Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the invitation.

13.3.1 Invitations may be cancelled and all bids rejected before award but after opening when, consistent with subparagraph 13.3 of this section, the BACW Chief determines in writing that:

- Inadequate or ambiguous specifications were cited in the invitation;
- Specifications have been revised;
- The supplies or services being contracted for are no longer required;
- The invitation did not provide for consideration of all factors of cost to the Government;
- Bids received indicate that the needs of the Government can be satisfied by a less expensive article differing from that for which the bids were invited; and
- For other reasons, cancellation is clearly in the public's interest

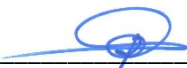
13.4 Independently of any expressed declaration, the simple participation in the Bidding Process implies the acceptance of the conditions specified in these Terms and Conditions and their annexes (including the RFQ), and the complete submission to the rules contained therein.

13.5 These Terms and Conditions shall be governed, construed and enforced in accordance with the laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule. The UN Convention on Contracts for the International Sale of Goods shall have no application to the Bidding Process. The District of Columbia Superior Court or the United States District Court for the District of Columbia shall have exclusive jurisdiction to resolve disputes arising under these Terms and Conditions in accordance with Article 123 of Brazilian Law N° 8,666/93, which establishes that Bidding processes and administrative contracting on the part of offices located abroad shall comply with local specificities and the basic principles of this Law, in the form of specific regulation.



Leandro Fernandes da Silva Roman, Lt. Col.
Chief of Logistical Division

Revised by:



Rodrigo Otavio Correa Sampaio, Lt. Col.
Chief of Fiscal Division

Approved by:



Roberto Martire Pires, Col.
Chief of BACW