

**BRAZILIAN NAVAL COMMISSION IN EUROPE**

170 Upper Richmond Road - Putney - London SW15 2SH - United Kingdom
 Telephone: +44(0)20 8246-4400 (Switchboard)
 Public Tenders Division

Our Order Nº: P202_-_____/0 (Always Quote)

Date: __/__/202__

Your Reference Nº: _____

SUPPLIER
 ADDRESS LINE 1
 ADDRESS LINE 2

F.A.O:

Dear Sirs,
 This is our formal order, which is governed by the laws of England, and the following terms/conditions must be strictly adhered to:

1.0 - GRAND TOTAL

Firm and fixed until delivery. The price(s) on the invoice must be in the same currency as that stated in the purchase order.

2.0 - DELIVERY (INCOTERMS 2020) AND ACCEPTANCE CRITERIA:

FOB _____

PARTIAL DELIVERY: Allowed () Not allowed ().

The goods may be rejected, in whole or in part, when not in accordance with the specifications contained in this Purchase Order and in the Supplier's proposal, and must be replaced at the Supplier's expense.

VERY IMPORTANT: DANGEROUS GOODS MATERIALS MUST NOT TO BE SHIPPED WITH NON-DANGEROUS GOODS ITEMS. SHIPMENT OF DANGEROUS GOODS CAN ONLY BE DONE AFTER WRITTEN CONFIRMATION BY THIS COMMISSION. ANY DANGEROUS GOODS SHIPPED WITHOUT PREVIOUS AUTHORISATION WILL NOT BE OFF-LOADED FROM THE ARRIVAL MEANS OF TRANSPORT AND WILL BE RETURNED TO THE SUPPLIER AT THEIR OWN COST.

3.0 - SHIPMENT

ONLY THROUGH OUR FORWARDING AGENTS.

In case that the Supplier does not fully comply with our instructions and send the goods directly to Brazil or any other location not instructed by ourselves, all the incurred costs (freight, insurance, storage, customs, etc.) related to this procedure will have to be borne by the Supplier (or its agent).

DO NOT SEND GOODS DIRECTLY TO BRAZIL.

DO NOT SEND GOODS TO THIS COMMISSION.

Our forwarding agents will call forward your goods after you have submitted to this Commission the documents listed below:

- a) One duly signed original invoice with your full bank details;
- b) Electronic copy of the invoice in PDF format;
- c) Packing List bearing the Order number, case markings, number of packages, gross weight and measurements of each package;
- d) Warranty Certificate of at least 12 months from date of delivery;
- e) Certificate of Conformity;
- f) When applicable: Safety Data Sheet and Phytosanitary Certificate, in accordance with International Standards for Phytosanitary Measures; and
- g) All documents from items b) to f) to be sent to the e-mail cnbe.invoice@marinha.mil.br.

The Supplier shall deliver the goods in accordance with the delivery date(s) informed in the order acknowledgement. In the event of partial deliveries, each shipment may be invoiced separately.

4.0 - EXPORT LICENCE

When required, to be obtained by the Seller (INCOTERMS 2020). Proof of export will be provided by our forwarding agents upon request.

5.0 LABELLING

Each item to be clearly identified with our Item Number, Part Number and NATO/BN Stock Number (if known or given by us in the list of item(s) annex to this order).

6.0 - CONSIGNEE ADDRESS

COMANDO DA MARINHA
CENTRO DE DISTRIB. E OPER. ADUAN. DA MARINHA
AV. BRASIL, 10500 - OLARIA - RIO DE JANEIRO - RJ - BRASIL
CEP 21012-350
RECINTO ALFANDEGADO No. 7.93.35.01-2
CNPJ: 00.394.502/0382-06
NCM: a ser informado

7.0 - CASE MARKINGS

COMANDO DA MARINHA
CENTRO DE DISTRIB. E OPER. ADUAN. DA MARINHA
AV. BRASIL, 10500 - OLARIA - RIO DE JANEIRO - RJ - BRASIL
CEP 21012-350
OMD: _____
OMS: _____
Ordem Nº: P202_ - _____

8.0 - TERMS OF PAYMENT

8.1 - Payment will only be made against original commercial invoice, duly signed with your full bank details, within 30 days after delivery, through our London Bankers.

8.2 - All payments made by this Commission must comply with the provisions of the Payment Services Regulation 2017, available at <https://www.legislation.gov.uk/ukxi/2017/752/regulation/66>

9.0 - TAXES

As goods will be exported, invoice should exclude all taxes. Proof of export can be supplied by our forwarding agents upon request.

10.0 - PACKING

Package(s) must be seaworthy and sealed by means of strong sealing tape or steel bands, at the discretion of the Supplier, to avoid damage or pilferage whilst in transit.

11.0 - FORCE MAJEURE

11.1 - The parties shall consider Force Majeure, for the effect of counting the periods established in this Purchase Order, those which, being impossible to foresee or to avoid, may prevent the affected party from complying with the dates established in this Purchase Order. Proof of Force Majeure must be presented and accepted by the other party.

11.2 - Therefore, the following are considered Force Majeure: war, insurrection, revolution, civil war, strike, lockouts, and acts of nature, adverse meteorological conditions, government actions, and others, which escape the control of the affected party and, consequently, affect the services in the sites where the goods are being manufactured.

11.3 - In the event of Force Majeure, the affected party shall notify the other party, in writing, within 10 (ten) working days of the start of the Force Majeure period. The affected party must inform the other party of the consequences of the Force Majeure regarding the delays under the Purchase Order and the period required in order to overcome those delays. Upon the agreement between the parties, the scheduled dates will be extended by the respective period of the Force Majeure.

12.0 - WARRANTY

12.1 - The Supplier undertakes to substitute, at no expenses to the Navy, any goods found to be defective due to incorrect design, faulty material or workmanship. This warranty is valid if the goods have been properly handled and used in accordance with instructions from the Supplier. Notification of any defect must be made promptly upon any defect arising and before the warranty period expires.

12.2 - The faulty goods, where applicable, will be returned by the Navy to the Supplier at the Supplier's expenses.

12.3 - The faulty goods will be returned to the Navy, at the Supplier's expense, either repaired or exchanged for an identical working item.

13.0 - LIABILITY FOR INJURY, LOSS OR DAMAGE

The Supplier is liable for death, injury, loss or damage to persons or property, which shall have been caused by the negligence of the Supplier, their servants or agents in the course of the execution of this Purchase Order.

14.0 - LIABILITY FOR DELAY

14.1 - In the event of delays in delivery not justified under the terms of Force Majeure, the Navy can apply to the Supplier liquidated damages of 0.5% of the value of the delivery, per each day of delay until the day that the delivery is made. The maximum figure for the liquidated damages shall not exceed 15% (fifteen per cent) of the total Purchase Order price.

14.2 - The liquidated damages above mentioned, when partial delivery is allowed, will be calculated over the total value of the scheduled delivery in discussion.

14.2.1 - After notification of the liquidated damages, the Supplier will have 10 (ten) working days to pay them to the Navy.

14.2.2 - The Supplier may appeal against the charged liquidated damages to the President of the Brazilian Naval Commission in Europe within 5 (five) working days from the penalty notice. The President of the Brazilian Naval Commission in Europe will issue his final decision within 5 (five) working days from the day in which the Brazilian Naval Commission acknowledged the Supplier's appeal. Upon the

President's decision and if the liquidated damages persists, the penalty will be collected as per item 14.2.1.

14.2.3 - After 20 (twenty) working days have elapsed for the last date of the payment of the liquidated damages, and the Supplier has not paid them, the Navy may cancel this Purchase Order as per item 15 - Cancellation.

14.3 - When the total amount of the penalties exceed 15% (fifteen per cent) of the total Purchase Order price, the Purchase Order may be terminated and the Navy will request the payment of the owed liquidated damages.

14.3.1 - The Navy may deduct fines from payments still to be made to the Supplier.

14.4 - The written notices referred in this item shall be forwarded by recorded delivery.

15.0 - CANCELTATION

15.1 - The Navy may cancel this Purchase Order by a written notice to the Supplier if:

a) The total amount of the penalties exceeds 15% (fifteen per cent) of the total Purchase Order price;

b) The Supplier exceeds, by more than 14 (fourteen) weeks, the agreed dates of delivery as per the Order Acknowledgement and the delay is not justified under 11.0 - Force Majeure;

c) The Supplier fails to comply with any contractual obligations and does not take measures to remedy such default, within 30 (thirty) days from the receipt of a written notice from the Navy requesting him to do so;

d) The Supplier becomes insolvent, goes into voluntary or compulsory liquidation, except for the purposes of consolidation or merger;

e) The Supplier transfers or assigns its rights and obligations under the Purchase Order without the written consent from the Navy; and

f) The Supplier does not pay the liquidated damages within 20 (twenty) working days after the last date of the payment of the liquidated damages as per item 14.2.3.

15.2 - The Supplier may, at any time, for the reasons stipulated below, request the cancelation of this Purchase Order by means of a written appeal within a minimum period of 30 (thirty) days if:

a) The Navy fails to perform any contractual obligation and does not commence the necessary measures to remedy such default within 30 (thirty) days from the receipt of a written notice from the Supplier to do so; and

b) The Navy transfers its rights and obligations under the Purchase Order without previous consent from the Supplier.

15.3 - The contracting parties may terminate the Purchase Order if the period of Force Majeure persists for 6 (six) months.

16.0 - OBLIGATIONS OF THE CONTRACTING PARTY

16.1 - The Brazilian Navy shall:

16.1.1 - receive the object under the conditions established in this Purchase Order;

16.1.2 - thoroughly check the conformity of the goods received with the specifications contained in this Purchase Order and the Supplier's proposal;

16.1.3 - communicate to the Supplier, in writing, imperfections, flaws or irregularities found in the object provided, so that it can be replaced, repaired or corrected;

16.1.4 - monitor and inspect the fulfillment of the Supplier's obligations, through a specially appointed commission/servant; and

16.1.5 - make the payment to the Supplier in the amount corresponding to the supply of the object, within the period and in the manner established in this Purchase Order.

16.2 - The Brazilian Navy will not be responsible for any commitments assumed by the Supplier with third parties, even if associated with the execution of this Purchase Order, as well as for any damage caused to third parties by the Supplier and/or its employees, agents or subordinates.

17.0 - SUPPLIER'S OBLIGATIONS

17.1 - The Supplier must comply with all obligations contained in this Purchase Order; and:

17.1.1 - deliver the spare parts in perfect condition, according to the specifications contained in this Purchase Order, accompanied by the respective packing list, which will contain information regarding: item number, reference number (PN), NATO stock number (NSN) or Brazilian Navy stock number; and

17.1.2 - replace, repair or correct, at the Supplier's expense, the damaged or defective goods.

18.0 - SUBCONTRACTING

Subcontracting will not be allowed.

19.0 - SUBJECTIVE CHANGE

Merger, division or incorporation of the Supplier with another legal entity is permitted, provided that: all the qualification requirements required in the original bidding are complied with by the new legal entity; the clauses and conditions of this Purchase Order are maintained unchanged; there is no prejudice to the execution of the agreed supply; and there is express consent by the Brazilian Navy to the continuity of the execution of this Purchase Order.

20.0 - CONTROL AND SUPERVISION OF EXECUTION

20.1 - A representative will be appointed to monitor and supervise the delivery of the goods, making notes in a proper register of all occurrences related to the execution and determining what is necessary to correct the flaws or defects found.

20.2 - The inspection referred to in this item does not exclude or reduce the Supplier's liability, including in relation to third parties, for any irregularity, even if resulting from technical imperfections or latent defects.

20.3 - The representative of the Navy will record in the appropriate register all occurrences related to the supply, indicating the day, month and year, as well as the name of the employees eventually involved, determining what is necessary to correct the observed flaws or defects and forwarding the notes to the competent authority for the appropriate measures.

21.0 - PERFORMANCE GUARANTEE

There will be no requirement for a contractual performance guarantee.

22.0 - SUSTAINABILITY CRITERIA

The Supplier must conduct business in accordance with the principle of sustainable development and adhere to internationally recognised fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance.

23.0 - ADMINISTRATIVE PENALTIES

23.1 - The Brazilian Public Administration may, guaranteeing prior defence, apply the following sanctions to the contracted party for total or partial non-performance of the Purchase Order:

23.1.1 - Written warning for minor faults, understood as those that do not cause significant damage;

23.1.2 - Liquidated damages, in the event of delays in delivery not justified under the terms of Force Majeure, of 0.5% of the delivery value, per each day of delay until the day the delivery is made. The maximum figure for the liquidated damages cannot exceed 15% (fifteen percent) of the total Purchase Order price;

23.1.3 - Suspension of participation in tenders and impediment to contract with the BNCE, for a period not exceeding 2 (two) years while the determining reasons for the punishment persist or until rehabilitation is promoted by the very authority that applied the penalty, which will be granted whenever the contracted party reimburses the Brazilian Navy for the damage caused;

23.1.4 - Declaration of unsuitability to tender or contract with the Brazilian Public Administration while the determining reasons for the punishment persist or until rehabilitation is promoted by the very authority that applied the penalty, which will be granted whenever the contracted party reimburses the Brazilian Public Administration for the resulting losses and after expiry of the period the sanction applied based on item 23.1.3.

23.2 - The application of any of the foreseen sanctions will require the initiation of administrative proceedings that will ensure the right to full defence and adversary proceedings to the supplier.

23.3 - The application of the sanctions provided for in this tender notice does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Brazilian Navy.

We look forward to your early acknowledgement of the conditions hereby established and which shall govern this order.

Yours faithfully,

BRAZILIAN NAVAL COMMISSION IN EUROPE, PURCHASING DEPARTMENT

Purchasing Department Contacts:

Recent Orders and Order Acknowledgements:

E-mail: cnbe.quotation@marinha.mil.br/Telephone: +44(0)20 8246-4455

Delivery Date after Acknowledgement of Purchase Order and Invoices:

E-mail: cnbe.invoice@marinha.mil.br / Telephone: +44(0)20 8246-4405

ACKNOWLEDGEMENT of BNCE Order N°: P202_-___/0

Please sign this ACKNOWLEDGEMENT OF ORDER and return it to us as soon as possible to:

cnbe.quotation@marinha.mil.br

(A reminder will be sent if we do not hear from you within 10 days)

Our Order Confirmation N°:

Confirmation Date:

We acknowledge the receipt of your above Order and hereby confirm:

Part Number(s), if known, NATO Stock Number, Description and Quantity as per your order.

The GRAND TOTAL of this order reads:

(Currency)____,____.____

DELIVERY (INCOTERMS 2020):

FOB _____

PARTIAL DELIVERY: Allowed () Not allowed ().

LABELLING:

Each item to be clearly identified with our Item Number, Part Number and NATO/BN Stock Number (if known or given by us in the list of item(s) annex to this order).

CONSIGNEE ADDRESS/CASE MARKINGS:

As shown in the Order.

PAYMENT:

WILL BE EFFECTED WITHIN 30 DAYS FROM THE DATE OF DELIVERY OF THE ITEM TO OUR FORWARDING AGENTS. (NOT FROM DATE OF INVOICE).

DELIVERY DATE:

Last Delivery Date for the Order will be: ____/____/____

EXPORT LICENCE WILL BE PROCESSED.

LIST OF ITEMS OF ORDER P202_- _____

Item(s) and Material Description			
1	Our reference	_____ - _____ - _____	
	NSN		Quantity
	Part Number	_____ (SUPPLIER)	
	Nomenclature		Handling Service %
	Equipment Type/Model		Total Handling
	Equipment Serial Number		Unit Price
	Vessel		Total Price
	Delivery Date/Days		Material Condition
Additional Data:			

Summary (P2022-_____)			
	Total Items		Currency
			Packing & Delivery
			OTHER COSTS
			Discount
			Total Price

Details to be included in Invoices and Packing Lists by suppliers

Information to be provided by the supplier	Invoice	Packing List
I - Name and address of exporter (supplier): full address, including country.	Yes	Yes
II - Name and address of importer (full address of consignee), including our OMD number.	Yes	Yes
III - Product specifications (details such as Part Number, nomenclature and NATO STOCK NUMBER).	Yes	Yes
IV - Case number; in case of more than one case, please indicate which product/part numbers are in each case.	Yes	Yes
V - Number of cases and type of cases (i.e.: 2 cartons).	Yes	Yes
VI - Gross weight of each volume/case.	Yes	Yes
VII - Net weight of each product (as well as number of units in each case when more than one).	Yes	Yes
VIII - Country of origin i.e. where the product was manufactured or where the last important change to the product occurred.	Yes	No
IX - Country of product seller, regardless of product origin.	Yes	No
X - Country of manufacturer (where the product was originally, before the broker/supplier acquired it).	Yes	No
XI - Unit price/total price offered by the supplier for all products (and all discounts/reductions where applicable).	Yes	No
XII - Price of transport and other applicable costs.	Yes	No
XIII - Payment terms and currency.	Yes	No
XIV - INCOTERMS.	Yes	No
XV - Case Markings.	No	Yes
XVI - Measurements of each package.	No	Yes
XVII - Seller's full bank details.	Yes	No
XVIII - In case wooden package is used, please state this in the Packing List and you must also: a) supply a Phytosanitary Certificate issued in accordance with International Standards for Phytosanitary Measures; and b) include IPPC code on the outside label of each package.	No	Yes
XIX - For items classified as perishable, elastomeric, chemical or with defined shelf-life, the supplier must also provide the following information: a) Lot/Batch Number; b) Date of manufacture - DOM; c) Expiration Date or Shelf-Life.	No	Yes

**BRAZILIAN NAVAL COMMISSION IN EUROPE**

170 Upper Richmond Road - Putney - London SW15 2SH - United Kingdom

Telephone: +44(0)20 8246-4400 (Switchboard)

Public Tenders Division

Our Order Nº: P202_-_____/0 (Always Quote)

Date: __/__/202_

Your Reference Nº: _____ [Alternative Terms and Conditions \(for delivery CIP/CIF Rio de Janeiro Airport/Seaport\)](#)

SUPPLIER

ADDRESS LINE 1

ADDRESS LINE 2

F.A.O:

Dear Sirs,

This is our formal order, which is governed by the laws of England, and the following terms/conditions must be strictly adhered to:

1.0 - GRAND TOTAL

Firm and fixed until delivery. The price(s) on the invoice must be in the same currency as that stated in the purchase order.

2.0 - DELIVERY (INCOTERMS 2020):**CIP/CIF RIO DE JANEIRO AIRPORT/SEAPORT, BRAZIL.**Please do not consolidate our goods with other cargo.

Delivery must include insurance coverage of the goods until delivery in Rio de Janeiro.

PARTIAL DELIVERY: Allowed () Not allowed ().

The goods may be rejected, in whole or in part, when not in accordance with the specifications contained in this Purchase Order and in the Supplier's proposal, and must be replaced at the Supplier's expense.

VERY IMPORTANT: DANGEROUS GOODS MATERIALS MUST NOT TO BE SHIPPED WITH NON-DANGEROUS GOODS ITEMS. SHIPMENT OF DANGEROUS GOODS CAN ONLY BE DONE AFTER WRITTEN CONFIRMATION BY THIS COMMISSION. ANY DANGEROUS GOODS SHIPPED WITHOUT PREVIOUS AUTHORISATION WILL NOT BE OFF-LOADED FROM THE ARRIVAL MEANS OF TRANSPORT AND WILL BE RETURNED TO THE SUPPLIER AT THEIR OWN COST.

3.0 - SHIPMENT

3.1 - Authorisation to ship will be granted, by the BNCE, after submission by the Supplier and approval by the Navy of the following documents:

- a) One duly signed original invoice for customs purposes;
- b) Electronic copy of the invoice for customs purposes, in pdf format;
- c) Packing List bearing the Order number, case markings, number of packages, gross weight and dimensions of each package;
- d) Original certificate of insurance;
- e) When applicable: Dangerous Goods Declaration/Certificate, Safety Data Sheet and Phytosanitary Certificate, in accordance with International Standards for Phytosanitary Measures;
- f) Warranty Certificate of at least 12 months from date of delivery; and
- g) Certificate of Conformity.

3.1.1 - An electronic copy of documents listed in b) to g) of item 3.1 must be sent to the email cnbe.invoice@marinha.mil.br. Markings shall include the details contained in items 6.0 - CONSIGNEE ADDRESS and 7.0 - CASE MARKINGS.

3.2 - The Supplier will advise the BNCE of the shipment forecast detailing pre-booking vessel, Shipping Line, Port/Airport of Loading, Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) in Rio de Janeiro.

3.3 - Immediately after the shipment, the Supplier must send to the BNCE the documents below, which are required for clearance of the goods through customs:

- a) All 3 (three) originals of the Bill of Lading or one Air Waybill (AWB), marked freight pre-paid, to the order of: Comando da Marinha Centro de Distrib. e Oper. Aduan. da Marinha Av. Brasil, 10500 - Olaria - Rio de Janeiro, RJ Brasil CEP 21012-350 Recinto Aduaneiro No. 7.93.35.012 CNPJ 00.394.502/0382-06 NCM: to be advised Notify: Comando da Marinha Centro de Distrib. e Oper. Aduan. da Marinha Av. Brasil, 10500 - Olaria - Rio de Janeiro, RJ Brasil CEP 21012-350 a/c Divisão de Tráfego de Carga Tel: 05521 2101 0567/0556 email: cdam-importa@marinha.mil.br Case Markings: Comando da Marinha Centro de Distrib. e Oper. Aduan. da Marinha Av. Brasil, 10500 - Olaria -Rio de Janeiro, RJ BRASIL CEP 21012-350 OMD: _____ OMS: _____ Order Nº P202_-_____. The document(s) must also include name of Shipping Line Agent in Rio de Janeiro, freight value, packing group, UN class, subclass, in accordance with the Transport Information of the Safety Data Sheet, and confirmation of any wooden material treatment, in accordance with International Plant Protection Convention (IPPC), in addition to the corresponding Phytosanitary Certificate Number.

3.4 - If the Supplier fails to forward to the BNCE the correct documentation within 3 (three) working days from the shipment date, delaying the arrival of the documentation for clearance and the Brazilian Customs Authorities request payment of storage charges to the Navy, the value of those charges will be deducted from the payments due to the Supplier. Those charges will be invoiced to the supplier if payments are no longer due.

3.5 - Due to the restrictions imposed by the Brazilian Customs Authorities for the clearance of goods/equipment, under no circumstances goods/equipment are to be delivered to Rio de Janeiro via express couriers, such as DHL, UPS, SKY net, FEDEX, CEDEX, TNT and alike.

3.6 - Demurrage and free time: if by sea freight, 21 (twenty-one) days of demurrage free time after unloading in Rio de Janeiro.

3.7 - The Supplier shall deliver the goods in accordance with the delivery date(s) informed in the order acknowledgement. In the event of partial deliveries, each shipment may be invoiced separately.

4.0 - EXPORT LICENCE

When required, to be obtained by the Seller (INCOTERMS 2020).

5.0 - LABELLING

Each item to be clearly identified with our Item Number, Part Number and NATO/BN Stock Number (if known or given by us in the list of item(s) annex to this order).

COMANDO DA MARINHA
CENTRO DE DISTRIB. E OPER. ADUAN. DA MARINHA
AV. BRASIL, 10500 - OLARIA - RIO DE JANEIRO - RJ - BRASIL - CEP 21012-350
RECINTO ALFANDEGADO No. 7.93.35.01-2
CNPJ 00.394.502/0382-06
NCM: to be advised
Notify: COMANDO DA MARINHA, CENTRO DE DISTRIB. E OPER. ADUAN. DA MARINHA
AV. BRASIL, 10500 - OLARIA - RIO DE JANEIRO - RJ - BRASIL - CEP 21012-350
a/c Divisão de Tráfego de Carga
Tel: 0 55 21 2101 0567/0556 and email: cdam-importa@marinha.mil.br

7.0 - CASE MARKINGS

COMANDO DA MARINHA
CENTRO DE DISTRIB. E OPER. ADUAN. DA MARINHA
AV. BRASIL 10.500 - OLARIA
21012-350 - RIO DE JANEIRO, RJ, BRASIL
OMD: _____
OMS: _____
Order Nº: P202_- /0

8.0 TERMS OF PAYMENT

8.1 - Payment will only be made against original commercial invoice, with your full bank details, within 30 days after delivery, through our London Bankers.

8.2 - All payments made by this Commission must comply with the provisions of the Payment Services Regulation 2017, available at <https://www.legislation.gov.uk/uksi/2017/752/regulation/66>

9.0 TAXES

As goods will be exported, the invoice should exclude all taxes.

10.0 PACKING

The goods to be supplied shall be suitably packed for airfreight or sea freight, in accordance with the best standard commercial practice for this type of goods, and all packing materials utilised shall be deemed property of the Navy.

11.0 - FORCE MAJEURE

11.1 - The parties shall consider Force Majeure, for the effect of counting the periods established in this Purchase Order, those which, being impossible to foresee or to avoid, may prevent the affected party from complying with the dates established in this Purchase Order. Proof of Force Majeure must be presented and accepted by the other party.

11.2 - Therefore, the following are considered Force Majeure: war, insurrection, revolution, civil war, strike, lockouts, and acts of nature, adverse meteorological conditions, government actions, and others, which escape the control of the affected party and, consequently, affect the services in the sites where the goods are being manufactured.

11.3 - In the event of Force Majeure, the affected party shall notify the other party, in writing, within 10 (ten) working days of the start of the Force Majeure period. The affected party must inform the other party of the consequences of the Force Majeure regarding the delays under the Purchase Order and the period required in order to overcome those delays. Upon the agreement between the parties, the scheduled dates will be extended by the respective period of the Force Majeure.

12.0 - WARRANTY

12.1 - The Supplier undertakes to substitute, at no expenses to the Navy, any goods found to be defective due to incorrect design, faulty material or workmanship. This warranty is valid if the goods have been properly handled and used in accordance with instructions from the Supplier. Notification of any defect must be made promptly upon any defect arising and before the warranty period expires.

12.2 - The faulty goods, where applicable, will be returned by the Navy to the Supplier at the Supplier's expenses.

12.3 - The faulty goods will be returned to the Navy, at the Supplier's expense, either repaired or exchanged for an identical working item.

13.0 - LIABILITY FOR INJURY, LOSS OR DAMAGE

The Supplier is liable for death, injury, loss or damage to persons or property, which shall have been caused by the negligence of the Supplier, their servants or agents in the course of the execution of this Purchase Order.

14.0 - LIABILITY FOR DELAY

14.1 - In the event of delays in delivery not justified under the terms of Force Majeure, the Navy can apply to the Supplier liquidated damages of 0.5% of the value of the delivery, per each day of delay until the day that the delivery is made. The maximum figure for the liquidated damages shall not exceed 15% (fifteen per cent) of the total Purchase Order price.

14.2 - The liquidated damages above mentioned, when partial delivery is allowed, will be calculated over the total value of the scheduled delivery in discussion.

14.2.1 - After notification of the liquidated damages, the Supplier will have 10 (ten) working days to pay them to the Navy.

14.2.2 - The Supplier may appeal against the charged liquidated damages to the President of the Brazilian Naval Commission in Europe within 5 (five) working days from the penalty notice. The President of the Brazilian Naval Commission in Europe will issue his final decision within 5 (five) working days from the day in which the Brazilian Naval Commission acknowledged the Supplier's appeal. Upon the President's decision and if the liquidated damages persists, the penalty will be collected as per item 14.2.1.

14.2.3 - After 20 (twenty) working days have elapsed for the last date of the payment of the liquidated damages, and the Supplier has not paid them, the Navy may cancel this Purchase Order as per item 15 - Cancellation.

14.3 - When the total amount of the penalties exceed 15% (fifteen per cent) of the total Purchase Order price, the Purchase Order may be terminated and the Navy will request the payment of the owed liquidated damages.

14.3.1 - The Navy may deduct fines from payments still to be made to the Supplier.

14.4 - The written notices referred in this item shall be forwarded by recorded delivery.

15.0 - CANCELLATION

15.1 - The Navy may cancel this Purchase Order by a written notice to the Supplier if:

a) The total amount of the penalties exceeds 15% (fifteen per cent) of the total Purchase Order price;

b) The Supplier exceeds, by more than 14 (fourteen) weeks, the agreed dates of delivery as per the Order Acknowledgement and the delay is not justified under 11.0 - Force Majeure;

c) The Supplier fails to comply with any contractual obligations and does not take measures to remedy such default, within 30 (thirty) days from the receipt of a written notice from the Navy requesting him to do so;

d) The Supplier becomes insolvent, goes into voluntary or compulsory liquidation, except for the purposes of consolidation or merger;

e) The Supplier transfers or assigns its rights and obligations under the Purchase Order without the written consent from the Navy; and

f) The Supplier does not pay the liquidated damages within 20 (twenty) working days after the last date of the payment of the liquidated damages as per item 14.2.3.

15.2 - The Supplier may, at any time, for the reasons stipulated below, request the cancellation of this Purchase Order by means of a written appeal within a minimum period of 30 (thirty) days if:

a) The Navy fails to perform any contractual obligation and does not commence the necessary measures to remedy such default within 30 (thirty) days from the receipt of a written notice from the Supplier to do so; and

b) The Navy transfers its rights and obligations under the Purchase Order without previous consent from the Supplier.

15.3 - The contracting parties may terminate the Purchase Order if the period of Force Majeure persists for 6 (six) months.

16.0 - OBLIGATIONS OF THE CONTRACTING PARTY

16.1 - The Brazilian Navy shall:

16.1.1 - receive the object under the conditions established in this Purchase Order;

16.1.2 - thoroughly check the conformity of the goods received with the specifications contained in this Purchase Order and the Supplier's proposal;

16.1.3 - communicate to the Supplier, in writing, imperfections, flaws or irregularities found in the object provided, so that it can be replaced, repaired or corrected;

16.1.4 - monitor and inspect the fulfillment of the Supplier's obligations, through a specially appointed commission/servant; and

16.1.5 - make the payment to the Supplier in the amount corresponding to the supply of the object, within the period and in the manner established in this Purchase Order.

16.2 - The Brazilian Navy will not be responsible for any commitments assumed by the Supplier with third parties, even if associated with the execution of this Purchase Order, as well as for any damage caused to third parties by the Supplier and/or its employees, agents or subordinates.

17.0 - SUPPLIER'S OBLIGATIONS

17.1 - The Supplier must comply with all obligations contained in this Purchase Order; and:

17.1.1 - deliver the spare parts in perfect condition, according to the specifications contained in this Purchase Order, accompanied by the respective packing list, which will contain information regarding: item number, reference number (PN), NATO stock number (NSN) or Brazilian Navy stock number; and

17.1.2 - replace, repair or correct, at the Supplier's expense, the damaged or defective goods.

18.0 - SUBCONTRACTING

Subcontracting will not be allowed.

19.0 - SUBJECTIVE CHANGE

Merger, division or incorporation of the Supplier with another legal entity is permitted, provided that: all the qualification requirements required in the original bidding are complied with by the new legal entity; the clauses and conditions of this Purchase Order are maintained unchanged; there is no prejudice to the execution of the agreed supply; and there is express consent by the Brazilian Navy to the continuity of the execution of this Purchase Order.

20.0 - CONTROL AND SUPERVISION OF EXECUTION

20.1 - A representative will be appointed to monitor and supervise the delivery of the goods, making notes in a proper register of all occurrences related to the execution and determining what is necessary to correct the flaws or defects found.

20.2 - The inspection referred to in this item does not exclude or reduce the Supplier's liability, including in relation to third parties, for any irregularity, even if resulting from technical imperfections or latent defects.

20.3 - The representative of the Navy will record in the appropriate register all occurrences related to the supply, indicating the day, month and year, as well as the name of the employees eventually involved, determining what is necessary to correct the observed flaws or defects and forwarding the notes to the competent authority for the appropriate measures.

21.0 - PERFORMANCE GUARANTEE

There will be no requirement for a contractual performance guarantee.

22.0 - SUSTAINABILITY CRITERIA

The Supplier must conduct business in accordance with the principle of sustainable development and adhere to internationally recognised fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance.

23.0 - ADMINISTRATIVE SANCTIONS

23.1 - The Brazilian Public Administration may, guaranteeing prior defence, apply the following sanctions to the contracted party for total or partial non-performance of the Purchase Order:

23.1.1 - Written warning for minor faults, understood as those that do not cause significant damage;

23.1.2 - Liquidated damages, in the event of delays in delivery not justified under the terms of Force Majeure, of 0.5% of the delivery value, per each day of delay until the day the delivery is made. The maximum figure for the liquidated damages cannot exceed 15% (fifteen percent) of the total Purchase Order price;

23.1.3 - Suspension of participation in tenders and impediment to contract with the BNCE, for a period not exceeding 2 (two) years while the determining reasons for the punishment persist or until rehabilitation is promoted by the very authority that applied the penalty, which will be granted whenever the contracted party reimburses the Brazilian Navy for the damage caused;

23.1.4 - Declaration of unsuitability to tender or contract with the Brazilian Public Administration while the determining reasons for the punishment persist or until rehabilitation is promoted by the very authority that applied the penalty, which will be granted whenever the contracted party reimburses the Brazilian Public Administration for the resulting losses and after expiry of the period the sanction applied based on item 23.1.3.

23.2 - The application of any of the foreseen sanctions will require the initiation of administrative proceedings that will ensure the right to full defence and adversary proceedings to the supplier.

23.3 - The application of the sanctions provided for in this tender notice does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Brazilian Navy.

We look forward to your early acknowledgement of the conditions hereby established and which shall govern this order.

Yours faithfully,

BRAZILIAN NAVAL COMMISSION IN EUROPE, PURCHASING DEPARTMENT

Purchasing Department Contacts:

Recent Orders and Order Acknowledgements: Email: cnbe.quotation@marinha.mil.br / Telephone: +44(0)20 8246-4455

Delivery Date after Acknowledgement of Purchase Order and Invoices: Email: cnbe.invoice@marinha.mil.br / Telephone: +44(0)20 8246-4405

ACKNOWLEDGEMENT of BNCE Order N°: P202_-_____/0

Please sign this ACKNOWLEDGEMENT OF ORDER and return it to us as soon as possible to:

cnbe.quotation@marinha.mil.br

(A reminder will be sent if we do not hear from you within 10 days)

Our Order Confirmation N°:

Confirmation Date:

We acknowledge the receipt of your above Order and hereby confirm:

Part Number(s), if known, NATO Stock Number, Description and Quantity as per your order.

The GRAND TOTAL of this order reads:

(Currency)____.____.

DELIVERY (INCOTERMS 2020):

CIP/CIF RIO DE JANEIRO AIRPOT/SEAPORT, BRAZIL

PLEASE DO NOT CONSOLIDATE OUR GOODS WITH OTHER CARGO.

PARTIAL DELIVERY: Allowed () Not allowed ().

SHIPPING PROCEDURES: As shown in the Order.

VERY IMPORTANT: DANGEROUS GOODS MATERIALS MUST NOT TO BE SHIPPED WITH NON-DANGEROUS GOODS ITEMS. SHIPMENT OF DANGEROUS GOODS CAN ONLY BE DONE AFTER WRITTEN CONFIRMATION BY THIS COMMISSION. ANY DANGEROUS GOODS SHIPPED WITHOUT PREVIOUS AUTHORISATION WILL NOT BE OFF-LOADED FROM THE ARRIVAL MEANS OF TRANSPORT AND WILL BE RETURNED TO THE SUPPLIER AT THEIR OWN COST.

LABELLING:

Each item to be clearly identified with our Item Number, Part Number and NATO/BN Stock Number (if known or given by us in the list of item(s) annex to this order).

CONSIGNEE ADDRESS/CASE MARKINGS:

As shown in the Order.

PAYMENT:

Payment will only be made against original commercial invoice, with your full bank details, within 30 days after delivery, through our London Bankers.

DELIVERY DATE: Last Delivery Date for the Order will be:____/____/____

EXPORT LICENCE WILL BE PROCESSED.

LIST OF ITEMS OF ORDER P202_- _____

Item(s) and Material Description			
1	Our reference	_____ - _____ - _____	
	NSN		Quantity
	Part Number	_____ (SUPPLIER)	
	Nomenclature		Handling Service %
	Equipment Type/Model		Total Handling
	Equipment Serial Number		Unit Price
	Vessel		Total Price
	Delivery Date/Days		Material Condition
Additional Data:			

Summary (P202_- _____)			
	Total Items		Currency
			Packing & Delivery
			OTHER COSTS
			Discount
			Total Price

Details to be included in Invoices and Packing Lists by suppliers

Information to be provided by the supplier	Invoice	Packing List
I - Name and address of exporter (supplier): full address, including country.	Yes	Yes
II - Name and address of importer (full address of consignee), including our OMD number.	Yes	Yes
III - Product specifications (details such as Part Number, nomenclature and NATO STOCK NUMBER).	Yes	Yes
IV - Case number; in case of more than one case, please indicate which product/part numbers are in each case.	Yes	Yes
V - Number of cases and type of cases (i.e.: 2 cartons).	Yes	Yes
VI - Gross weight of each volume/case.	Yes	Yes
VII - Net weight of each product (as well as number of units in each case when more than one).	Yes	Yes
VIII - Country of origin i.e. where the product was manufactured or where the last important change to the product occurred.	Yes	No
IX - Country of product seller, regardless of product origin.	Yes	No
X - Country of manufacturer (where the product was originally, before the broker/supplier acquired it).	Yes	No
XI - Unit price/total price offered by the supplier for all products (and all discounts/reductions where applicable).	Yes	No
XII - Price of transport and other applicable costs.	Yes	No
XIII - Payment terms and currency.	Yes	No
XIV - INCOTERMS.	Yes	No
XV - Case Markings.	No	Yes
XVI - Measurements of each package.	No	Yes
XVII - Seller's full bank details.	Yes	No
XVIII - In case wooden package is used, please state this in the Packing List and you must also: a) supply a Phytosanitary Certificate issued in accordance with International Standards for Phytosanitary Measures; and b) include IPPC code on the outside label of each package.	No	Yes
XIX - For items classified as perishable, elastomeric, chemical or with defined shelf-life, the supplier must also provide the following information: a) Lot/Batch Number; b) Date of manufacture - DOM; c) Expiration Date or Shelf-Life.	No	Yes