



MINISTRY OF DEFENCE
AERONAUTICAL COMMAND
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BIDDING PROCESS Nº 03/BACE/2021



Authorized by:

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BIDDING PROCESS Nº 03/BACE/2021
PROCESSO Nº 67103.200220/2020-14

The Federal Government – Ministry of Defence – Aeronautical Command, through the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE (BACE)**, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, Legal Entity Registry number 00.394.429/0042-89, through the Permanent Tender Commission, appointed by Public Bulletin number 15, of 31th JUL 2020, makes publicly known to interested parties, that it will commence a Tender process through a **Bidding Process**, in which the decision parameter will be the **LOWEST PRICE**, under the **fixed global price**, in accordance with the English law in force at the date of this process, its subsequent amendments and the requirements set forth in this Bidding Process.

DEFINITIONS

The following definitions have been adopted in this Bidding Process:

- a) **AWARD:** Act of granting the Winning Bidder the right to execute the object of this Bid;
- b) **AWARDED COMPANY:** Company to which BACE grants the Award;
- c) **BACE:** Brazilian Aeronautical Commission in Europe;
- d) **BID:** means a bid submitted by a Bidder in accordance with the Bidding Process;
- e) **BIDDING PROCESS:** means this document and the bidding process nº 03/BACE/2021;
- f) **BIDDER:** The Company submitting a Bid (together, the “BIDDERS”;
- g) **PTC:** Permanent Tender Commission;
- h) **CONTRACT:** the proposed contract for the supply of goods and services to be signed between BACE and the CONTRACTED PARTY, in the form set out in ANNEX II of this Bidding Process;
- i) **CONTRACTED PARTY:** The Company chosen to sign the Contract;
- j) **CONTROLLER:** Selected Representative(s) of COMAE tasked with overseeing the contract;
- k) **SILOMS-EXT:** Integrated Logistics, Material, and Services System – International Module;
- l) **PRICE PROPOSAL:** a price proposal submitted by the Bidder to BACE in accordance with clause 7 of this Bidding Process;
- m) **WINNING BIDDER:** the Company that submits the most advantageous proposal to BACE, according to the criteria set forth in this Bidding Process; and
- n) **REQUESTING ENTITY:** body of the Aeronautical Command which requested and will be the recipient of the final object of this Bidding Process.

1. LOCATION AND TIME

1.1 The Submission of Qualification and Price Proposal Envelopes and the opening of the Qualification Envelopes will take place at **11AM on 23/02/2021**, at the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE – BACE**, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, or other location indicated by BACE.

1.2 All references to time in this Bidding Process and during the public process will be London Time – UK.

1.3 At the indicated location will be carried procedures regarding to this Bidding Process, namely:

1.3.1 Submission of Qualification and Price Proposal Envelopes.

1.3.2 Opening of Qualification Envelopes.

OBJECT

2.1 The object of this Bidding Process is to hire a specialized company for issuing airline tickets services for the Aeronautical Command military personnel and civil servants on mission worldwide at their return to Brazil. The aforementioned services shall be managed by BACE.

3. REPRESENTATIVE REGISTRATION

3.1 A BIDDER that wishes to attend the meeting for Submission of Qualification and Price Proposal Envelopes and the opening of the Qualification Envelopes shall submit a representative for registration to the PTC, duly provided with the document that authorizes him/her to take part in the Bidding Process by **11AM on 23/02/2021**.

3.1.1. There is no obligation for the Bidder to be present at the meeting for submission of Qualification and Price Proposal Envelopes as well as for the opening of the Qualification Envelopes.

3.2 It will be considered as a legal representative any individual authorized by the Bidder, through the submission of the authorizing document to act on the Bidder's behalf during the opening of the envelopes meeting.

3.3 Documents that will be accepted for registration:

3.3.1 Articles of incorporation, when the authorized person is a shareholder of the Bidder;

3.3.2 Power of attorney or declaration from the Bidder granting power to the authorized person to act on their Bidder's behalf in any phase of this Bidding Process, according to model in Annex III in this Bidding Process, providing a copy of the ID or Passport of the person who signed the power of attorney/declaration.

3.4 Each authorized person shall represent **only one Bidder**;

3.5 Each BIDDER shall submit one (01) legal representative and his/her registration/credentials must be presented at the Opening Meeting before the opening of the qualification envelopes.

3.6 One (01) legal representative means a single person.

3.7 Only a single representative per BIDDER is allowed to attend the Opening of Envelopes Meeting.

3.8 The non-submission of the authorization will not disqualify the Bidder, but it will prevent the legal representative from acting on the Bidder's behalf.

3.9 Regarding the authorization for the signing of documents:

3.9.1 The legal representative who will sign the documents referent to the Bidding Process shall identify their signature as:

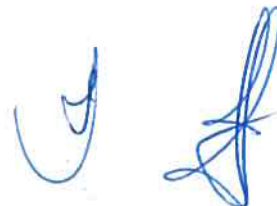
a) Business owner or their proxy with power to represent them and decide on their behalf;

b) Business shareholder, if it has been incorporated as a private limited company and if this shareholder has contractual authorization to sign contracts, take part in Bidding Process, disputes and file appeals, according to the company Articles of Incorporation;

c) Business Director, with powers to sign on behalf of the company;

d) All companies' proxies and/or legal representatives in any situation mentioned above shall submit the document in the form set out in in Annex III bearing the business owner and/or legal representative, providing a copy of the ID or Passport of the person who signed the power of attorney/declaration.

Notes:



1. In case of private limited company where no legal representative has been assigned, all documents described and the documents submitted shall be signed by the company's shareholders.
2. The individual who wishes to sign documents on behalf of another individual shall submit authorization do to so, in accordance with **letter d)** of this Clause 3.9.1.

4. REQUIREMENTS FOR QUALIFYING BIDDERS

4.1 Companies may take part in this Bidding Process if they:

- a) are previously registered in the SILOMS-EXT with their speciality being the object of this Bidding Process and have been invited by BACE;
- b) are registered in the SILOMS-EXT, with their speciality being the object of this Bidding Process which, although having not been invited by BACE;
- c) are not registered in the SILOMS-EXT, although is able to provide the object of this and meet all the requirements for registration available at www.bace.org.uk, and those contained in this Bidding Process and its Appendices.

4.2 Proposals will not be accepted from BIDDERS which:

- a) are in composition with creditors, are filing for bankruptcy, are under concourse of creditors, and are in the process of dissolution or liquidation, judicial recovery, extrajudicial recovery, merger, demerger, incorporation, or in liquidation ;
- b) have lost their right to submit a Bid for and be contracted by BACE, or have lost their right to be contracted by BACE, or have been considered not reputable to submit a Bid or to be contracted by the Federal Republic of Brazil;
- c) has as its Partner, Director, or Responsible Technician, any civil servant working at any agency or entity linked to the Brazilian Ministry of Defence and/or Aeronautical Command;
- d) commercial expertise does not specify an activity relevant and compatible with the object of this Bidding Process;
- e) are under control of the same group of individuals or legal entities of another BIDDER, directly or indirectly; and
- f) are part of the same economic group, which means those companies that have common directors, shareholders or legal representatives, or use common material, technological or human resources, except if they demonstrate they do not represent a common economic interest.

4.3 BIDDERS will be able to participate in this Bidding Process if they meet the conditions described in clauses 4.1 of this Bidding Process.

5. SUBMISSION OF QUALIFICATION AND PRICE PROPOSAL ENVELOPES

5.1 Up to the date and time established in this BIDDING PROCESS, each BIDDER must submit to the PTC: ONE QUALIFICATION ENVELOPE and ONE PRICE PROPOSAL ENVELOPE, separately.

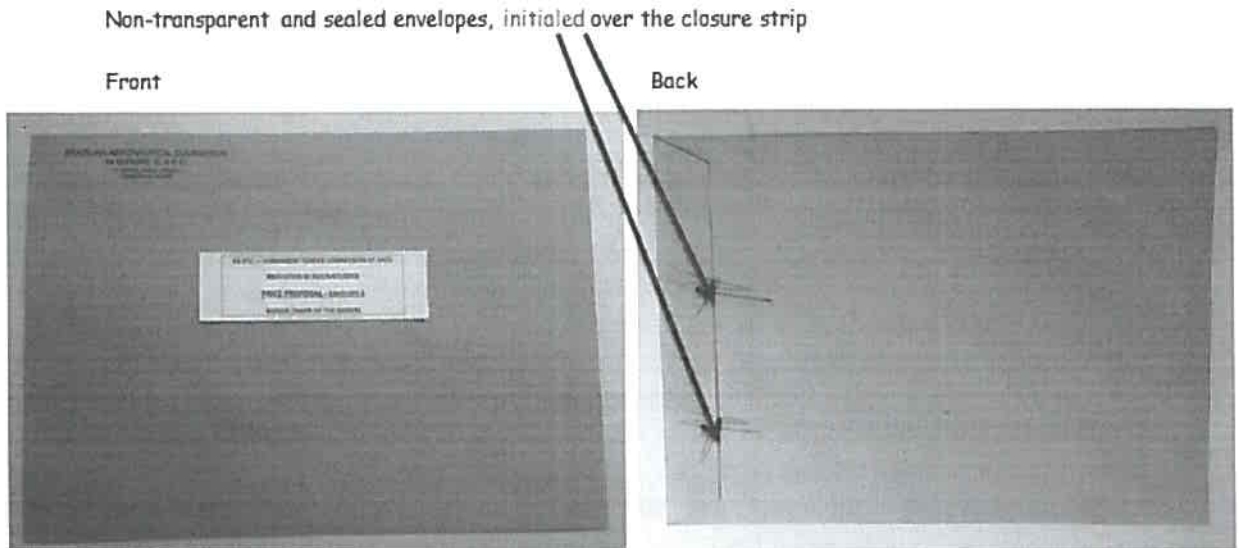
5.1.1. Bidders who wish to submit their envelopes by tracked post/courier service shall observe that Envelopes **must be delivered before the opening session as described in clause 1**, including transit days for delivery.

5.1.2. BACE **will not take responsibility for delays on delivering the envelopes.**

5.2 The documentation must be in non-transparent and sealed envelopes, initialled at the closure strip, containing in its external and frontal parts, in highlighted letters, the following:

TO PTC – PERMANENT TENDER COMISSION AT BACE
BIDIDNG PROCESS Nº 03/BACE/2021
BIDDER: [COMPANY NAME]
ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS

TO PTC – PERMANENT TENDER COMISSION AT BACE
BIDIDNG PROCESS Nº 03/BACE/2021
BIDDER: [COMPANY NAME]
ENVELOPE Nº 02 – PRICE PROPOSAL



5.3 Upon receipt of envelopes and once the closing date for delivery is declared, BACE will not accept inclusions or replacement of any documents, price corrections or terms and conditions, nor any rectifications that may influence on the final result in this Bidding Process.

5.4 Participation of latecomers, under any circumstances, will not be accepted, except as a hearing participant.

5.5 Proposals containing erasures will not be accepted under any circumstances.

5.6 The openings of "Qualification and Price Proposal" envelopes will be held in a public open session, from which a minute will be written and signed by the members of PTC and by the legal representatives of the attending BIDDERS.

5.7 Receipt of Price Proposals will not confer any right to BIDDERS against BACE.

5.8 Documents can be presented in Portuguese or in English. If a Bidder presents envelopes in both languages, the text in Portuguese will prevail.

5.9 The documents submitted in both envelopes must be original, printed without erasures or overwriting, with its original signatures in blue or black ink.

5.9.1 Copies may be accepted provided they are notarized or consularized.

5.9.2 Documents with digitalized signatures will not be accepted.

6. ENVELOPE NUMBER 01 – QUALIFICATION:

6.1 BIDDERS will be considered qualified if they meet the conditions described in clause 6.2 of this Bidding Process;

6.2 The QUALIFICATION ENVELOPE(S) shall contain the following documents:

a) Company statement (in the form set out in ANNEX IV) informing:

- i) Bidder's name, how it should be written in any future contract, Tax Registration Number or equivalent, and complete address;
- ii) that the company is not facing bankruptcy, insolvency, suspended or barred from taking part in the Bidding Process or from any other commercial transaction with Federal, State or Government Agency;
- iii) that it is aware of the full content of this Bidding Process and its Annexes, and it accepts and fully submits to the conditions and requirements, as well as the legislation referent to the subject matter; and
- iv) copy of identification, as stated in clause 6.4 of this Bidding Process.

6.3 The CONTRACTED PARTY, when rendering untrue, inconsistent, and inaccurate information by, which are detected by the analysis foreseen in item 6.2 or verified by BACE at any time during the validity of the contract, are subjected to the applicable penalties, and may result in the contract rescission.

6.4 One copy of the ID or Passport of the person who signed the documents must be provided in the

Qualification Envelope(s).

6.5 Documents submitted on the Qualification Envelope(s) must be printed without erasures or overwriting, with its original signatures in blue or black ink. In case it is impossible to submit original documents, copies may be accepted.

7 ENVELOPE NUMBER 02 – PRICE PROPOSAL

7.1 The Price Proposal will be printed in the form set out in **Annex I**, without amendments, erasures, additions, and interlineation, duly dated and signed by the BIDDER or its duly qualified representative, and it may not contain ambiguous or contradictory provisions.

7.2 The Price Proposal shall be valid for 60 (sixty) days from the date of delivery of the "Price Proposal" envelope to BACE.

7.3 In the event that the deadline described in item **7.2** is not expressly stated in the proposal, the validity period of **60 (sixty)** days will be deemed accepted by the BIDDER for the purposes of judging the "Price Proposal".

7.4 If, in the event of force majeure, the award cannot occur within the period of validity of the bid, which is **60 (sixty)** days, and if the interest of BACE persists, BACE may formally request the extension of the aforementioned validity.

7.5 The values contained in the Bid (**Annex I**) must be expressed in in BRITISH POUNDS STERLING (GBP), in arabic numerals.

7.6 The **Price Proposal** will be the sole responsibility of the BIDDER. A Price Proposal that offers a reduction of the lowest offered price, in whole or in part, will not be considered.

7.7 Under no circumstances may the presented Bid be altered, whether regarding to price, payment terms, deadlines or any other condition which modifies its original terms.

7.8 The Price Proposal shall include all direct and indirect costs, when charged in the origin, including, (but not limited to): tax, VAT, administration fees, materials, serviced, social and employment taxes, insurances, profit and others expenses that may be charged on the object of this Bid.

8 BIDDING PROCESS

8.1 The Bidding process will have the following phases:

a) Phase 1 – if attending, registry of legal representatives

b) Phase 2 – 1st Meeting: submission of Qualification and Price Proposal Envelopes

i) Submission of Envelopes 1 and 2, Qualification Envelope(s) and Price Proposal Envelope(s), respectively;

ii) Opening of Qualification Envelopes: in the presence of the interested parties, by the Permanent Tender Commission, which confer and examine the submitted documentation, that shall bear the initials of all bidders' legal representatives present;

iii) Qualification documents will be analysed by BACE and sent for analysis by the Technical Commission;

iv) Envelopes containing Price Proposals will be received and kept locked in a safe at BACE; and

v) Write of a Minute of Meeting.

c) Phase 3 – Analysis of the Qualifications Documents:

i) Verification of clauses 4.1 and 6 of this Bidding Process by the PTC and Technical Commission

ii) Writing of the minute of meeting, pointing out the irregularities, classifying the Bidders as qualified and disqualified.

iii) In the event all Bidders are disqualified, the PTC may establish a period of (8) eight working days for the Bidders submit a new documentation.

d) Phase 4 – Publication of the Qualification Minute of Meeting at BACE website, and start of the appeal period, observing what has been established in the Clause 8.6 of this Bidding Process;

e) Phase 5 – Convene the Bidders for the Opening of Price Proposal Envelopes, on a date to be determined. Bidders will be notified through direct communication or through letter.

f) Phase 6 – 2nd Meeting – Opening of the Price Proposal Envelopes

i) Only Price Proposal Envelopes from qualified Bidders will be accepted.

ii) Proposal Envelopes shall bear the initials of all Permanente Tender Commission members and by the Bidder's legal representatives attending the meeting.

- iii) Write of Minute of Meeting.
- g) **Phase 7** - Verification of conformity of each proposal and respective prices with the requirements constant in the Bidding Process and Annexes, by BACE and Technical Commission and, disqualifying nonconforming and incompatible proposals accordingly.
- h) **Phase 8** – Classification of proposals and writing of the minute of meeting containing all information, including the Winning Bidder and disqualified Bidders.
- i) **Phase 9** – Publication of the Price Proposal Minute at BACE website, and start of the appeal period.
- j) **Phase 10** – Order of the decision-making authority (Head of BACE) approving the process and defining the winner(s) of this Bidding Process and granting the object to the **WINNING BIDDER(S)**.
- k) **Phase 11** – Publication of the Awarded Bidder(s).

8.2 After the opening of the envelopes, all documents and the proposals contained therein will be initialled by all present **BIDDERS'** representatives and all members of the PTC. BACE will not accept any further complaints by those abstaining from initialling the documents.

8.3 The PTC or its higher authority reserves the right, at any stage of this Bidding Process, to issue any additional procedures which aim to clarify or complete the regulation of the process.

8.4 The disqualification of a Bidder means the loss of right to participate in the subsequent phases.

8.5 After the opening of the "Price Proposal" envelopes, BACE will not accept a withdrawal of the proposals, except in the event that unexpected facts arise that are accepted by BACE at its absolute discretion.

8.6 After the opening of Price Proposal Envelopes, a Bidder cannot be disqualified for reasons regarding to qualification, except for supervenient reasons or only learnt after judgment.

8.7 If the minimum of 3 (three) valid proposals are not reached, the Bidding Process will be republished.

8.7.1 If due to market constraints of clear lack of interest by invited companies, the minimum number of proposal required is not achieved, these circumstances must be duly justified in the process; otherwise the Bidding Process has to be repeated.

8.8 The deadline for judgment of the qualification documents will be up to **15 (fifteen) working days** from the opening of the envelopes, and may be unilaterally extended upon notification by the PTC.

8.9 **Price Proposal Envelopes** from **disqualified Bidders** will be returned to them duly sealed.

9. JUDGEMENT OF PROPOSALS

9.1 This Bidding Process is classified as "**LOWEST PRICE**" and the evaluation and judgment of the proposals will be made according to the following criteria:

9.1.1 Price Proposals will be evaluated and judged if it complies with the requirements of this Bidding Process by the PTC. The PTC will classify **BIDDERS** using the "**LOWEST PRICE**" criteria for the aforementioned Bidding Process. The classification will be in order of increasing prices offered;

9.1.2 The deadline for judgment of the proposals shall be **fifteen (15) working days** from the date the Price Proposal envelope is opened and may be unilaterally extended upon notification by the **PTC**;

9.1.3 The **PTC** may request opinions from technicians or specialists employed by the Aeronautical Command or, also, from others individuals or legal entities, in order to guide its decision;

9.1.4 In case of a tie between two or more proposals, it will be resolved by a drawing, in the presence of all **BIDDERS**; and

9.1.5 During the Price Proposal assessment, the Winning Bidders(s) will be the one who offers the lowest price in their Price Proposal (**Annex I**), provided that:

a) Price Proposal shall be submitted in two decimal places; and

b) The Bidders shall indicate the total price proposed, including all additional costs, such as: taxes, fees and any other associate costs to the rendered of services, exempting BACE from paying any additional costs. To formulate the price proposal, interested parties must also be aware of Annex I of this Bidding Process.

10. DISQUALIFICATION OF PROPOSALS

10.1 After evaluation, a proposal will be disqualified if it:



- a) does not meet the requirements contained in this Bidding Process;
- b) presents offers not anticipated in this Bidding Process; and
- c) presents manifestly unenforceable prices.

10.2 In the event of repetition of the Bidding Process and proposals where all BIDDERS are disqualified in accordance with clause 8.1(c)(iii) of this Bidding Process, the PTC may propose to BIDDERS a new deadline of 8 (eight) working days to submit new documentation, excluding the causes that have been the reason for the disqualification. The new proposals, **with no alteration of the original price**, must be presented in a public meeting, with the date to be informed by the PTC, observing the procedures of evaluation and judgment.

11 PROCESS APPROVAL AND AWARD OF THE OBJECT

11.1 The final result of the Bid will be registered in a minute of meeting, in which the PTC will register the WINNING BIDDER(S), justifying, in detail, the reasons for the disqualification of the other Bids or statement of proposal unfeasibility.

11.2 Once the minute of meeting has been signed, the PTC will make publicly known in a public meeting and in the BACE website (www.bace.org.uk) the result of the judgment, establishing a deadline of **five (5) working days** for filing an appeal.

11.3 After the period for filing an appeal has ended, or the existing appeals have been analysed and completed, the minute of meeting will be submitted to the Head of BACE for approval and Award to the Winning Bidder(s). Once the process has been approved and the object awarded, the WINNING BIDDER(S) will be summoned to sign the Contract.

11.4 The Order or Minutes of the Decision from the Head of BACE regarding the process approval and award of the object will be disclosed through document which will be part of the process.

11.5 The WINNING BIDDER(S) will be required to maintain the commitment regarding its Bid during ninety (90) days from the delivery of the proposal. After this period it will be released from this commitment if it was not summoned to sign the Contract.

12 SIGNATURE OF CONTRACT

12.1 Upon approval of the Bid result and the Award to the WINNING BIDDER(S), it will have a period of **five (5) working days from receipt of the communication from BACE**, to sign the contract of this Bidding Process. This period may be extended once for an additional five (5) working days, when requested by the Winning BIDDER(S) provided that there is a good reason which is accepted by BACE at their sole discretion.

12.2 In attention to clause 13.4 of the Contract, the Winning Bidder shall provide the information about its legal representative with powers to receive citation and answer administrative and judicially on its behalf, within 2 (two) working days from the date of the Contract signature.

12.3 Until the date of the Contract signature, the Winning Bidder(s) shall provide to BACE:

12.3.1 Bank details in the United Kingdom, where BACE will make the payments;

12.4 In case that the WINNING BIDDER(S) fails to sign the Contract or withdraw the Purchase Order on time and under the conditions established, BACE may summon other BIDDERS, in rank order, to do it at the same period and under the same conditions as the Winning Bidder. The Winning Bidder shall not have any rights regarding the revoked award.

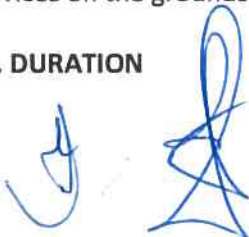
12.5 The unjustified refusal by the WINNING BIDDER to sign the Contract, accept or withdraw the Purchase Order within the period specified by BACE, will be considered as full non-compliance of the obligation undertaken under this Bidding Process and it will be subject to clause 10 of the Contract.

13 CONTRACT FOR THE RENDERING OF SERVICES

13.1 The Contract will be formalized by contractual terms, a draft of which is annexed to this Bidding Process (**Annex II**), where is defined the obligation for the Contracted Party to be CONTRACTED, the systematic rendering of services, payment terms, contract renegotiation and the penalties for any breach of the obligations.

13.2 Under no circumstances may the CONTRACTED PARTY discontinue unilaterally the rendering of services on the grounds of non-compliance by BACE.

14. DURATION



14.1 The Contract duration will be twelve (12) months and may be extended through an amendment for an equal and successive period, limited to a maximum period of sixty (60) months.

15 SUBCONTRACTING

15.1 Subcontracting is not allowed in this Bidding Process or the resulting Contract.

16. RENDERING AND DELIVERY OF SERVICE

16.1. The services must be provided by the CONTRACTED PARTY under the terms of the Contract (Annex II).

16.2. Once the respective service has been received by the Controller, and upon issuing the latter's authorization, the CONTRACTED PARTY shall bill the corresponding expense, which will be paid by the CONTRACTING PARTY.

17. PAYMENT METHODS

17.1 Payment will be made according to clause 3 in the Contract.

17.2 All payments must only be performed in BRITISH POUNDS STERLING (GBP) to an international bank account which should be provided by the CONTRACTED PARTY prior to the date of the signature of the Contract.

17.3 Any Invoice which has not been approved by BACE shall be returned to the Contracted Party for the necessary corrections, informing the reasons for the refusal. The invoice new payment period will start from the date of the resubmission.

18. CHALLENGE OF THIS BIDDING PROCESS

18.1 Any citizen may challenge, in writing, the terms of this Bidding Process up to 2 (two) working days from the date established for submission of Qualification and Price Proposal Envelopes and opening of the Qualification Envelopes.

18.2 A challenge to this Bidding Process shall be submitted to email bid@bace.org.uk or registered in the General Protocol Department of BACE, located at 16 Great James Street, London, WC1N 3DP, and addressed to the President of the PTC.

18.3 BIDDERS will have two (2) working days before the opening of the QUALIFICATION AND PRICE PROPOSAL envelopes to challenge this Bidding Process, after this deadline challenges will not be accepted.

18.4 A timely appeal submitted by BIDDERS will not prevent them from participating in the Bid until the final decision on the appeal has been taken.

19. ADMINISTRATIVE APPEAL

19.1 An appeal against any act of PTC should be submitted to email bid@bace.org.uk or registered in the Registry Department at BACE located at 16 Great James Street, Holborn, London – United Kingdom, WC1N 3DP, for the attention of the President of the PTC. This authority may reconsider its decision within **five (5) working days**. If there is not reconsideration, the Head of BACE shall send the petition, within that same period, to the higher authority which shall render a decision within **five (5) working days** from the receipt of the appeal.

19.2 During the appeal period, the process file will be open for the examination by BIDDERS at a place determined by the PTC. Under no circumstances shall those records be removed from the premises.

19.3 The appeal judgment results will be sent to all Bidders by letter, fax or email.

19.4 The following appeals will be admitted to the BACE's actions during this Bidding Process:

19.4.1 Hierarchical appeal, within **five (5) working days**, from the notification of the act, or the issue of the minute of hearing, in the event of:

- a) qualification or disqualification of Bidders;
- b) proposal judgment;
- c) annulment or revocation of the Bidding Process;
- d) refusal from registration in the suppliers database, or the alteration or cancellation of exiting registration;



- e) contract rescission by unilateral decision from BACE; and
- f) imposition of written warning or temporary suspension penalties.

19.4.2 Representation, within **five (5) working days**, from the notification of the decision related to the object of the Bid or Contract, if a hierarchical appeal cannot be filed.

19.5 After receiving the appeal, it will be notified to the others Bidders, who may submit counter-arguments within **five (5) working days**.

19.6 The appeal will be sent to a higher authority duly instructed, by the authority that practiced the appealed act, who may reconsider their decision, within **five (5) working days** of receiving the appeal.

19.7 Any arguments or inputs regarding to the Bidder's defence who is seeking total or partial reconsideration of the **Permanent Tender Commission** shall be submitted only in writing and attached to the appeal.

20. BUDGET

20.1 The costs for executing the object of this Bidding Process shall be funded by the Ministry of Defence, available through the Nature of Expenditure 33.90.33, in ACTION 2120.

21. ADMINISTRATIVE SANCTIONS

21.1 In the event of the occurrence of any legal infringements, especially of non-performance of an obligation by the Contracted Party, this shall be subject to penalties as provided in clause 9 of the Contract.

22 INSPECTION OF SERVICES RENDERED

22.1 The Contract will be faithfully executed by the parties and it will be controlled by an Agent, Commission or designated Body (the "Controller"), published in Internal Bulletin and informed to the CONTRACTED PARTY about the Controller's composition, in accordance with clause 8 of the Contract.

22.2 The Head of BACE and the CONTROLLER may, at any time, carry out control activities.

22.3 The appointed Controller or Control Committee may be replaced at any time, for the interest of BACE, and their substitutes formally presented to the CONTRACTED PARTY.

22.4 The CONTRACTED PARTY is obliged to remedy when notified by the CONTROLLER, in accordance with the Contract.

23. PRICE ADJUSTMENT

23.1 Price of services contracted for a period equal to or superior to 12 (twelve) months may be adjusted every 1 (one) year from the date of its signature, upon presentation of the variation demonstrated by a cost sheet submitted by the CONTRACTED PARTY, and approved by the CONTRACTING PARTY.

24 ADDITIONS AND SUPPRESSIONS

24.1 Additions and/or suppressions will always be made based on opinions or justifications and will be formalized through an amendment to the original contract.

25. REVOCATION AND ANULLMENT OF BIDDING PROCESS

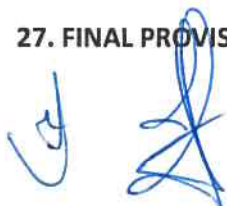
25.1 The Head of BACE may revoke this Bidding at any time, if there are reasons of public interest for doing so. In this case there must be factual evidence to justify such conduct. The Head of BACE will then annul it by notice in writing to that effect to all parties.

25.2 The annulment of the Bidding Process, by reason of illegality, generates no obligation on BACE or rights for the BIDDERS.

26. FORUM

26.1 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the English Law.

27. FINAL PROVISIONS



27.1 Any request for clarification of this Bidding Process and its appendices should be sent in writing, email or facsimile, until the second business day preceding the opening of "Qualification and Price Proposal" envelopes, which is, until the second previous working days of the qualification envelopes opening, to the PTC of BACE, 16 GREAT JAMES STREET, LONDON, WC1N 3DP. Questions that arise after the aforementioned period will not be taken into consideration.

27.2 The deadlines for the present Bidding Process will exclude the first day and include the last day. The first and last day for the purposes of this Bidding Process must fall on working days.

27.3 The terms and conditions that govern this Bidding Process will always be interpreted in order to increase competition between the BIDDERS without compromising the security of future contracts.

27.4 Any cases not described in this Bidding Process shall be resolved by the Head of BACE based on the legislation in force.

27.5 In case of divergence between this Bidding Process and its Annexes or other parts that compose the process, this Bidding Process will prevail.

27.6 In case of queries and / or controversies arise during the process, in particular regarding interpretation of this instrument and its Annexes, the Portuguese language shall prevail.

27.7 Participation in this Bidding Process means total, unrestricted, and irrevocable submission by the BIDDER to the condition in this Bidding Process.

27.8 Decisions from the Permanent Tender Commission will be available at BACE website and notified directly, via e-mail or letter, to the Bidder's legal representatives, especially regarding to:

27.8.1 Clarification request;

27.8.2 Qualification or disqualification of Bidders;

27.8.3 Proposals judgment;

27.8.4 Appeals results, if any; and

27.8.5 Result of this Bidding Process.

28.9 The following attachments are part of this Bidding Process:

28.9.1 ANNEX I – Price Proposal Template

28.9.2 ANNEX II – Draft of Contract Term;

28.9.3 ANNEX III – Draft of Legal Representative Letter;

28.9.4 ANNEX IV – Draft of Bidder's Declaration, according to item 6.2, letter "a";

London, 19th January 2021.

By:


AMANDA VIDAL PEDINOTTI DA SILVA Ten Cel Int
Head of Contracts and Acquisitions

APPROVAL:


JORGE MAURICIO MOTTA Cel Av
Head of BACE

**ANNEX I
PRICE PROPOSAL TEMPLATE**

**TO BE PRINTED ON LETTERHEAD PAPER
PRICE PROPOSAL TEMPLATE**

[Location], [date: dd/mm/yyyy]

TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
Permanent Tender Commission

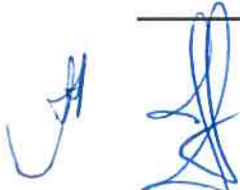
RE: Bidding Process N° 03/BACE/2021

Dear Sirs, _____ (Company Name),
based _____ at
_____ (address of the
bidder), phone number _____, fax number _____, email
_____, through its legal representative, hereby submits a Price
Proposal for the carrying out of the services described in the box below:

AIR TICKETS SERVICE CHARGE FEE PER PASSENGER PER JOURNEY	PRICE (GBP)

Price of this proposal:
_____ (_____) POUNDS (£)

- BANK DETAILS:**
- a) Bank
 - b) Sort Code.....
 - c) Account Number
 - d) IBAN/SWIFT CODE.....
 - e) Account Name



Name and signature of Company Representative
Company's Name

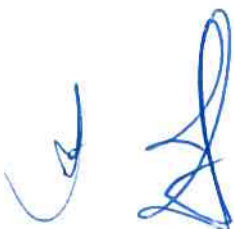
DRAFT OF CONTRACT
Nº /CABE/2021
(PAG Nº 67103.200220/2020-14)

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, located in the bottom right corner of the page.

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MINISTRY OF DEFENCE
AIR FORCE COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

CONTRACT N^o /CABE/
COMAER PAG N^o /CABE/2020
BIDDING TYPE: BIDDING PROCESS N^o 003/BACE/2021
COMAER PROTOCOL: 67103.200220/2020-14

The parties have convened at the Brazilian Aeronautical Commission in Europe (BACE) to enter into an agreement in accordance with the Clauses and Conventions stipulated in this CONTRACT.

I - CONTRACTING PARTY: Federative Republic of Brazil — Brazilian Government, Ministry of Defense, through the Aeronautical Command (COMAER), represented by the Brazilian Aeronautical Commission in Europe (BACE), headquartered at 16, GREAT JAMES STREET, WC1N 3DP – LONDON – UK. registered in the Brazilian National Register of Legal Entities (CNPJ) under n^o 00.394.429/0042-89, represented by the Head of BACE,, National Identification CPF No., appointed as such by DECREE, published in the Official Gazette

II - CONTRACTOR:....., located at(full address)....., represented by Mr/Ms/Mrs....., (nationality), (marital status), (profession), identity card (passport) no....., resident at

III - CONVENTIONS:

For this contract the following conventions will be agreed upon in addition to those laid out in Basic Project No. N^o 11/LC/2020:

- a) **BACE** for the Brazilian Aeronautical Commission in Europe;

- b) **BIDDING PROCESS** – means the bidding process document and the bidding process n° 27/BACE/2020;
- c) **CELOG**, for Logistics Command;
- d) **COMAER**, for the Aeronautical Command;
- e) **CONTRACTOR**, for
- f) **CONTRACTING PARTY**, for the BRAZILIAN GOVERNMENT through the AERONAUTICAL COMMAND (COMAER), represented in this CONTRACT by the Brazilian Aeronautical Commission in Europe (BACE);
- g) **COMREC** – Commission of Material and Services Receipt;
- h) **DOU** – Official Gazette;
- i) **DLC** – Contracts and Acquisitions Department;
- j) **INTERNAL BULLETIN** – monthly BACE internal publication;
- k) **SUPERVISION**, for the organs, agents, contracted companies or commissions designated by the CONTRACTING PARTY as their representatives to the CONTRACTOR, in order to verify and supervise the fulfilment of this CONTRACT;
- l) **FORCE MAJEURE**, for the occurrence of a substantial fact, the effects of which are not avoidable or preventable, or for the supervenience of exceptional or unforeseeable facts not reasonably within the control of either party, altering the conditions of execution of the CONTRACT, meteorological factors, orbital correction or collision avoidance maneuvers, as well as other factors with no causal link with the CONTRACTOR's action or omission.

CLAUSE 1 - OBJECT, SUBCONTRACTING AND MAIN ELEMENTS

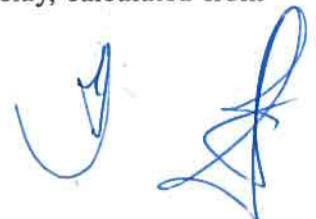
- 1.1. The object of this Bidding Process is to hire a specialized company for issuing airline tickets services for the Aeronautical Command military personnel and civil servants on mission worldwide at their return to Brazil. The aforementioned services shall be managed by BACE.
- 1.2. The object of this CONTRACT is carried out in strict compliance with Basic Project No. 011/ LC / 2020.
- 1.3. The CONTRACTOR must not subcontract other companies .

CLAUSE 2 - TYPE OF CONTRACT

2.1. This CONTRACT is celebrated in the form of global fixed price contracting.

CLAUSE 3 - PRICES, PAYMENT AND RESETTLEMENT

- 3.1. The total amount contracted is GBP XXXX (British Pounds) for a period of one (1) year.
- 3.2. BACE is under no obligation to spend this amount as it is limited by budget restrictions and demand.
- 3.3. The CONTRACTOR will not charge the CONTRACTING PARTY any other amounts and / or measures, especially those that refer to the items below:
- a) Direct and indirect cost and expenses, including but not limited to): taxes, VAT, management fees, material, services, labour charges, insurance, profits and other fees that the contractor may incur.
- 3.4. Payments will be made by the CONTRACTING PARTY, directly and exclusively to the CONTRACTOR, under the conditions set forth in this Clause 3, observing the following procedures:
- a) the CONTRACTOR shall issue the invoice relating to the event held to BACE; and
 - b) upon receipt of the documentation and invoice by the CONTRACTING PARTY, payment shall be effected within thirty (30) calendar days.
- 3.5. The negotiation of an invoice arising from the rendering of the object of this CONTRACT with banks or any other financial institutions, including factoring companies, is forbidden.
- 3.6. The invoices shall be paid provided that the CONTRACTOR's previous obligations are fulfilled in full, up to the date of the event that originated the billing.
- 3.7. Payments shall be made by the CONTRACTING PARTY, with no damages to the CONTRACTOR, on behalf of, into an international banking address, in British Pounds.
- 3.8. In cases of possible delays in payment, provided that the CONTRACTOR has not failed to deliver the object of this CONTRACT in any way, the amount due must be increased by default charges proportional to the days of delay, calculated from



the due date for payment until the effective date of payment at the rate of 6% (six percent) per year, applying the following formula:

$$EM = I \times N \times VP$$

EM = Delay Charges to be added to the amount originally due

I = Financial update index, calculated according to the formula:

$$I = \frac{6 / 100}{365}$$

N = Number of days between the due date for payment and the date of actual payment

VP = Default amount

- 3.9. The value of the continuous service contract with a validity period of 12 (twelve) months or more may be renegotiated at each gap of 1 (one) year from the execution of the contract, by proving the variation demonstrated by means of a cost sheet presented by the CONTRACTOR, and approved by the CONTRACTING PARTY.

CLAUSE 4 - TIMESCALES

- 4.1. The duration of this CONTRACT shall be 12 (twelve) months, extendable for one successive period of 12 (twelve) months, up to the limit of 60 (sixty) months, from the date of signature by the legal representatives of the parties.
- 4.2. In the event of failure to comply with any obligation by the CONTRACTING PARTY which results in a delay in the fulfilment of the obligations of the CONTRACTOR, the CONTRACTOR shall be entitled to compensation for each day the delay occurs, and the parties shall make every effort to overcome it.
- 4.3. The compensation provided for in Clause 4.2 will not be used by the CONTRACTOR as justification for delays in unrelated obligations.
- 4.4. The compensation referred to in Clause 4.2 will only be granted to the CONTRACTOR when it is proved that the CONTRACTING PARTY's non-fulfilment of their obligation caused the delay in the fulfilment of the CONTRACTOR's contractual obligations.
- 4.5. The unauthorized anticipation of any event by one of the parties shall not oblige the other party to fulfil its obligations before the dates provided in this CONTRACT.
- 4.6. Failure to comply with the deadlines will only be accepted by the CONTRACTING PARTY when caused by force majeure or a fortuitous event, according to the provisions of Clause 14, or facts that may be attributed to the CONTRACTING PARTY's own actions.

CLAUSE 5 - BUDGET ALLOCATION

- 5.1. The Expenditures arising from the Bidding Process will be supported by resources made available in the Internal Plan **such as PO.....**
- 5.2. Payments will be made to the CONTRACTOR, by BACE, in British Pounds (GBP),

CLAUSE 6 - CONTRACTOR'S OBLIGATIONS

- 6.1. Without prejudice to other obligations, rights and duties set forth in this CONTRACT, the CONTRACTOR undertakes to comply with:
 - a) The CONTRACTOR shall not be excluded or reduced in the performance of its obligations agreed with COMAER;
 - b) The receipt of the object does not exclude civil liability of the CONTRACTOR for the solidity, security and guarantee of the service delivered to the CONTRACTING PARTY;
 - c) To submit to the application, after analysis of the process, administrative sanctions provided for in this instrument, when defaulting or defaulting in the fulfilment of its obligations, being assured the right to the adversary and ample defence;
 - d) Formally respond to all communications regarding the execution of this instrument to the CONTRACTING PARTY;
 - e) Receive from the CONTRACTING PARTY instructions on specifications, deadlines and timelines approved by it;
 - f) Repair, at its own expense, in whole or in part, goods or services in which there are defects or errors; and
 - g) Be responsible for labour, social security, social security and other charges of any nature related to the labour used in their respective supplies, as well as the liability arising from civil liability attributable to the culpable or malicious acts of the CONTRACTOR and subcontractors in fulfilment of this CONTRACT;

CLAUSE 7 - CONTRACTING PARTY OBLIGATIONS

- 7.1. Without affecting the other obligations under this CONTRACT, the CONTRACTING PARTY, commits to:



- a) Effect payments to the CONTRACTOR in accordance with the provisions of Clause 3^a;
- b) Publish in the Official Gazette the extract from this CONTRACT.

CLAUSE 8 - SUPERVISOR'S OBLIGATIONS

8.1. This CONTRACT will be fully performed by the parties and will be supervised by an Agent, Commission or Body formally designated by the CONTRACTING PARTY, published in Internal Bulletin, whose composition shall be disclosed to the CONTRACTOR.

8.2. The CONTRACTING PARTY SUPERVISER's obligations are to:

- a) Verify, in a systematic manner, compliance with the provisions of this CONTRACT;
- b) Supervise, technical analysis, control and monitoring services and other supplies provided in this CONTRACT, subject to the provisions, terms and conditions;
- c) Accept, receive or reject services and / or equipment;
- d) Represent the CONTRACTING PARTY in the receipt of services and equipment; and
- e) Formally communicate to the Head of BACE, on a monthly basis, the occurrences related to this CONTRACT.

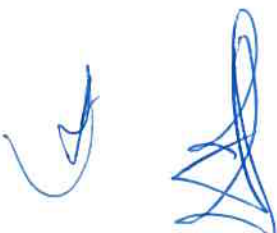
CLAUSE 9 - REMEDIES

9.1. In the event of any contractual and / or legal non-compliance, especially of default of the obligations, the CONTRACTOR will be subject to the sanctions set forth below, with the following criteria to be observed:

- a) **Written warning**, for the breach of any agreed item, provided it does not affect the terms and sums set forth in this CONTRACT;
- b) **Default fine**, to be applied in case of delay in the execution of any stage during the provision of the service, in accordance with the following formula:

$$M = \frac{C}{T} \times F \times N$$

Where:



- M = value of the fine;
- C = value corresponding to the phase or stage;
- T = timescale in working days, as per Financial Schedule, for the execution of the phase or stage;
- F = progressive factor, according to the table below; and
- N = period of delay, in calendar days.

DELAY PERIOD (CALENDAR DAYS)	PROGRESSIVE FACTOR
up to 10 (ten) days	0,010
from 11 (eleven) to 20 (twenty) days	0,012
from 21 (twenty-one) to thirty (30) days	0,015
from 31 (thirty one) to 40 (forty) days	0,018
over 40 (forty) days	0,040

- c) **Liquidated damages**, equivalent to 0.5% of the value of the CONTRACT, for failure to comply with any other legal or contractual obligation;
- d) **Special fine**, equivalent to 10% of the value of the CONTRACT when the CONTRACTOR terminates or gives rise to the termination of the CONTRACT without due cause;
- e) **Temporary suspension** from participating in biddings and impediment to contract with the Government for up to 02 (two) years; and
- f) **Declaration** of the CONTRACTOR's lack of good standing to contract with the Public Administration for as long as the reasons for the sanctions remain valid or until rehabilitation occurs before the authority that applied the penalty, which will be granted whenever the CONTRACTOR reimburses the Administration for the resulting damages and once the term of the sanction expires, as per the previous point.

- 9.2. Fines, when applicable, will be cumulative.
- 9.3. The points "a", "e" and "f" of Clause 9.1 shall be applied according to the seriousness of the offense committed.
- 9.4. The total amount of the fines is limited to 10% of the total contracted amount, resulting in the termination of the contract.
- 9.5. The fault incurred by the CONTRACTOR may be made public worldwide by COMAER;
- 9.6. Non-compliance of the CONTRACT, whether partial or full, will be taken into account in the CONTRACTOR's future participation in Brazilian Government bids;

- 9.7. The application of sanctions, whether warning, temporary suspension or fine, may be appealed, with such appeals to be reviewed by the CONTRACTING PARTY, within 05 (five) working days from the notice.
- 9.8. After regular administrative proceedings, where the right to full defence and the adversarial principle will be guaranteed, the parties agree that the calculated sum of the fines will be paid by the CONTRACTOR as follows:
- a) Directly by the CONTRACTOR, by means BACE's account;
 - b) Deducted from the invoiced amounts still owed by the CONTRACTING PARTY.
- 9.9. In the event of non-compliance with the timescale established in point "a" of Clause 9.8, the CONTRACTING PARTY shall deduct the sum from the invoiced amounts to be paid.
- 9.10. The amount of the fines imposed on the CONTRACTOR shall be paid to BACE within 20 (twenty) calendar days from the date of receipt of the Notice for Collection of Fines, issued by the CONTRACTING PARTY.
- 9.11. In the event of non-payment of the fine and impossibility to deduct it from invoiced amounts, payment will be pursued through the courts, which does not exclude the subsequent termination of the CONTRACT.
- 9.12. No payment shall be made to the CONTRACTOR without proof of payment of the fines or that the Administration has accepted an appeal to waive it.
- 9.13. The incurrance of any penalty does not exempt the CONTRACTOR from the fulfilment of its obligations, nor from taking the necessary measures to rectify or to compensate for any damages caused to the CONTRACTING PARTY.

CLAUSE 10 - TERMINATION

- 10.1. Grounds for termination of this CONTRACT are set out in this Clause 10:
- a) non-compliance with contractual clauses, specifications, projects or deadlines;
 - b) irregular compliance with contractual clauses, specifications, projects and deadlines;
 - c) the slowness of its compliance, leading the Administration to prove the impossibility of the service or supply, within the stipulated time limits;
 - d) unjustified delay at the beginning of the work, service or supply;
 - e) the stoppage of the work, service or supply, without just cause and prior



communication to the Administration;

- f) the total subcontracting of its object, the association of the Contractor with others, the assignment or transfer, in whole or in part, as well as the merger, division or incorporation, not admitted in the bidding process and contract;
- g) the lack of compliance for the determinations of the authority designated to monitor the service, as well as those of its superiors;
- h) the repeating faults in its implementation,
- i) the filing for bankruptcy or insolvency;
- j) the dissolution of the company or the death of the Contractor;
- k) the change or modification of the organisational structure of the company, which impairs the performance of the contract;
- l) reasons of public interest, of high relevance and broad knowledge, justified and determined by the maximum authority of the administrative sphere to which the contractor is subordinated and registered in the administrative proceedings related to the contract;
- m) the removal by the Administration of works, services or purchases, causing modification of the initial value of the contract beyond the permitted limit;
- n) the suspension of its execution, by written order of the Administration, by a period of more than 120 (one hundred and twenty) days, except in the event of public calamity, serious disturbance of the internal order or war, or by repeated suspensions totalling the same period, regardless of the mandatory payment of indemnities for successive and contractually unforeseen demobilizations and other fixed mobilizations, provided to the contractor, in such cases, the right to opt for the suspension of compliance with the obligations assumed until the situation is normalised;
- o) delay of more than 90 (ninety) days of payments due by the Administration arising from services or supply, or portions of these, already received or executed, except in the event of public calamity, serious disturbance of domestic order or war, the contractor has the right to choose to suspend compliance with his obligations until the situation is normalised;
- p) the non-release by the Administration, area, place or object for execution of work, service or supply, within contractual deadlines;
- q) the occurrence of fortuitous or force majeure, regularly proven, preventing the performance of the contract.



- 10.2. In an event which constitutes grounds for termination, in accordance with the Clause 10.1, the CONTRACTING PARTY shall immediately suspend the payment of invoices not yet verified, whereas the CONTRACTOR shall submit within thirty (30) calendar days from the date of receipt of the notification of termination, evidence of all expenses incurred in the performance of the object of the contract.
- 10.3. The CONTRACTING PARTY shall issue a detailed notification, wherein the termination will be communicated, as well as the reasons for such decision.
- 10.4. This CONTRACT may also be terminated by a unilateral act of the Administration, by amicable agreement or by judicial means.
- 10.5. The occurrence of a FORCE MAJEURE may constitute grounds for termination of this CONTRACT, provided that its consequences remain for 30 (thirty) consecutive days or more, preventing the continuity of the performance of the contractual object, subject to the provisions of Clause 10.2.
- 10.6. For the cases referred to in the items a”, “b”, “c”, “d”, “e”, “f” e “g” of the Clause 10.1, termination may occur if the CONTRACTOR has not rectified the performance of the CONTRACT within 15 (fifteen) working days from the receipt of the notification issued by the CONTRACTING PARTY

CLAUSE 11 – PRICE VARIATION

- 11.1. The CONTRACTOR undertakes to accept, under the agreed conditions, increases or decreases of up to 25% (twenty-five percent) of the initial value of this contract, as necessary and at the discretion of the CONTRACTING PARTY, with the possibility of decreases beyond this limit by agreement between the parties. .
- 11.2. The increments and decrements mentioned in clause 11.1 will be formalized by means of Amendments to the original Contract, based on opinions or justifications.

CLAUSE 12 - RELATED DOCUMENTS

- 12.1. This CONTRACT is linked to Bidding Process No. 027/BACE/2020, which forms part of administrative process No 67103.200220/2020-14, and to the CONTRACTOR's proposal.

CLAUSE 13 - PRINCIPLES, JURISDICTION AND ARBITRATION

- 13.1. This CONTRACT is celebrated in the form of fixed-price contracting.
- 13.2. The following principles apply to this contract: Principle of isonomy, the selection of the most advantageous proposal for the Administration, being processed and

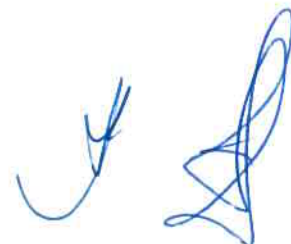


evaluated in strict compliance with the basic principles of legality, impersonality, morality, equality, publicity, administrative probity, compliance with the invitation to tender and objective judgement.

- 13.3. Issues arising from the performance of this instrument which cannot be settled administratively, including litigation or non-contractual claims arising from or in connection with it or its subject matter, shall be governed by and construed in accordance with the English Law.
- 13.4. The CONTRACTOR, appoints the company, company registration number....., with offices at, represented by its....., Mr., nationality, marital status, profession, identity No, resident at, as its legal representative, according to the attached power of attorney, to receive summons and to respond administratively and judicially on its behalf.
- 13.5. Any change relating to the CONTRACTOR's legal representative, as per Clause 13.4 shall be made by means of an annotation to the contract.
- 13.6. In exceptional cases, and in the event of circumstances that may affect the performance of obligations undertaken by the parties, in case of restrictions presented by the English Law, the disputes arising from the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 13.7. The decision of the International Chamber of Commerce is final, definitive and recognized by the parties.
- 13.8. There shall be no interruption to the performance of the obligations of the parties for the duration of the judicial process or arbitration, as applicable, except in the event of contractual termination.

CLAUSE 14 - FORCE MAJEURE

- 14.1. Characterized by the occurrence of a concrete fact whose effects are unavoidable, or by any exceptional or unforeseeable fact, fundamentally altering the ability to execute the CONTRACT, as well as other factors with no causal link with the CONTRACTOR's action or omission.
- 14.2. Force majeure events that have repercussions in the execution of the service may lead to the extension up to the limit of its duration. The CONTRACTOR, in such cases, must prove it legally as well as demonstrate what influences it had in the performance of the object of this CONTRACT.
- 14.3. In the event of force majeure the following procedure shall be adopted:




- a) Up to 30 (thirty) calendar days after the beginning of its occurrence, the affected party shall estimate its impact and inform the other party;
 - b) Up to thirty (30) calendar days after the event ends, the affected party shall provide legal proof of occurrence and its consequences; and
 - c) The party receiving the evidence shall state within 10 (ten) calendar days, from receipt of the communication, whether they will accept or reject the reasons given, providing their own reasons in writing.
- 14.4. Upon completion of the procedure referred to in Clause 14.3, the period recognized as an extension of the term for compliance with the contractual obligation referred to in Clause 14.2, shall be explained in a document signed by the parties.
- 14.5. While the force majeure event lasts, no penalty, adjustment, indemnification or any other charges may be claimed.
- 14.6. Failure to comply with the timescales set forth in Clause 14.3 shall result in the party alleging force majeure being subject to contractual clauses, whereas not contesting such allegation within the appropriate timescale shall be construed as acceptance of the alleged force majeure.
- 14.7. Once the effects of the force majeure event have ceased, the affected timescales will be reinstated, with the correct amendments, according to the delays verified.
- 14.8. Subject to the procedure set forth in point "b" of Clause 14.3, should the CONTRACTING PARTY not acknowledge the allegation of force majeure event, the contract term and service schedule originally agreed upon shall remain in force.

CLAUSE 15 - REGULATION OF CONTRACTUAL CLAUSES AND AMMENDMENTS

- 15.1. In order to meet the priorities of the Object and to expedite the fulfilment of the obligations set forth in this CONTRACT, it is agreed that, by means of side letters signed by authorised personnel, the parties may, by mutual agreement, regulate any clause of this instrument or make adjustments, without changes to scope, prices and timescale.
- 15.2. Any modifications, additions or deletions of contractual clauses, duration or object of this instrument shall only be valid by means of an AMENDMENT, duly signed by authorised personnel.
- 15.3. Once any side letters and amendments are formalised, they shall become an integral part of this CONTRACT.

CLAUSE 16 - EXTENSION



16.1. The term for the performance of the object of this CONTRACT may be extended for equal and successive periods with a view to obtaining prices and conditions more advantageous for the Administration, limited to sixty months.

16.2. The extension of the term, if any, will be formalised through an AMENDMENT.

CLAUSE 17 - PARTIES TO THIS AGREEMENT

17.1. In order to better specify the object of this CONTRACT, as well as to define procedures resulting from the obligations herein assumed, the following annexes are included as follows:

- a) Basic Project No. 11/LC/2020;
- b) CONTRACTOR's Proposal; and
- c) CONTRACTOR's Power of Attorney.

CLAUSE 18 - CURRENCY

18.1. For all legal and contractual purposes, the currency used in payments to be made under this CONTRACT is British Pounds (GBP).

CLAUSE 19 - QUALITY ASSURANCE

19.1. The Contractor assumes responsibility and guarantees the performance of the services set forth in this CONTRACT, according to the criteria and parameters established in the Basic Project No. 11/LC/2020.

CLAUSE 20 - LANGUAGE

20.1. The official language to be used in meetings, correspondence and other documents shall be English, unless otherwise agreed in writing between the parties.

Two blue ink signatures are present at the bottom right of the page. The first signature is a simple, cursive mark, and the second is a more complex, stylized signature.

CLAUSE 21 - RESPONSIBILITY

- 21.1. The CONTRACTOR acknowledges their position as being solely responsible for the full performance of the object of this CONTRACT and, as such, accepts full responsibility for damages which the CONTRACTOR itself, its agents and employees may cause to the public patrimony or to third parties. The CONTRACTING PARTY's SUPERVISION and monitoring shall not excuse the CONTRACTOR from such responsibility or be construed as reason for ignoring or reducing it.
- 21.2. The CONTRACTOR takes total responsibility for the non-payment of salary to personnel allocated to carry out the services herein contracted, whether pursued legally or otherwise, as well as the respective employment, tax and social security charges, thus exempting the Brazilian Government from any charges arising from lawsuits relating to employment, tax and social security, filed by their employees, agents and third parties affected by an action or omission, voluntary or otherwise, on the part of the CONTRACTOR,.
- 21.3. The parties, individually, shall be responsible for any costs and indemnities arising from unlawful acts of a civil or criminal nature that involve their teams at work and in contractual activities, when working or visiting the premises of the other party, except in cases in which these events have been caused by the visited party.
- 21.4. Any failure on the part of the CONTRACTING PARTY to require strict compliance with the CONTRACTOR's obligations under the terms and conditions established in this CONTRACT, including its annexes and the documents originating from them, or to deal with procedures or acts of the CONTRACTOR not covered by the provisions of this instrument and even if the CONTRACTING PARTY does not exercise their prerogative deriving from this instrument, the CONTRACTOR acknowledges that such concessions do not constitute and will not constitute, at any rate, renunciation or novation, and will not affect the right of the CONTRACTING PARTY to take corrective or appropriate measures, at any time, whether based on their contractual prerogatives or on the law.

CLAUSE 22 - CORRESPONDENCE AND NOTIFICATIONS

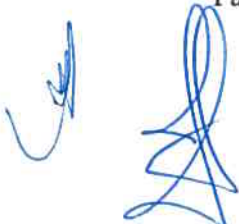
- 22.1. All correspondence, reports or notifications based on the provisions of this CONTRACT shall be presented in writing, and shall be deemed received when delivered to the addresses indicated below or at others indicated by the parties during the performance of this CONTRACT:

- **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

Address: 16 Great James Street - London - United Kingdom - WC1N 3DP

Tel: +44 20 7440 4320

Fax: +44 20 7831 8129



e-mail: bid@bace.org.uk

- **NAME OF CONTRACTOR**

Address: XXXX
Tel: XXXX
Fax: XXXX
e-mail: XXXX

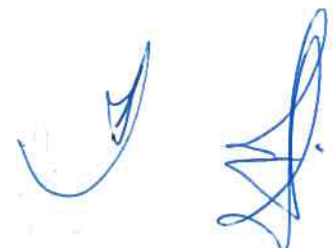
22.2. The correspondence referred to in this Clause may be made by letter.

22.3. The parties shall notify any changes to the addresses mentioned in Clause 22.1 by writing and registered at BACE's reception desk. Non-compliance with this clause may result in sanctions.

CLAUSE 23 - FINAL PROVISIONS

23.1. For all purposes of this CONTRACT, the CONTRACTOR agrees and acknowledges that the persons entrusted with the performance of their contractual obligations, individuals or legal entities, have no representation or authorisation from the CONTRACTING PARTY to position, speak or act on its behalf as well as have no employment relationship with the CONTRACTING PARTY.

23.2. This CONTRACT was analysed by the Legal Consultant-Deputy of the Aeronautical Command - COJAER, according to Legal Opinion n° XXXXXXXX/COJAER/CGU/AGU,.



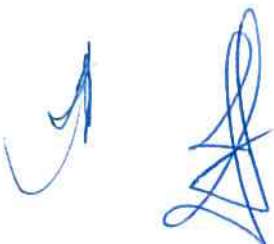
As agreed, the parties declare to accept all the provisions set forth in the Clauses of this CONTRACT which, after being read, understood and accepted, is hereby signed by the each party's representative and witnesses.

London, (day) (Month) 2020.

CONTRACTING PARTY:

CONTRACTOR:

WITNESSES:

Two blue ink signatures are present. The first signature on the left is a simple, cursive mark. The second signature on the right is more complex and stylized, with multiple loops and a large 'A' shape.

**ANNEX II
DRAFT OF CONTRACT TERM**

Two handwritten signatures in blue ink, one on the left and one on the right, both appearing to be initials or short names.

**ANNEX III
DRAFT OF LEGAL REPRESENTATIVE LETTER**

TO BE PRINTED ON LETTERHEAD PAPER

[Location], [date: dd/mm/yyyy]

**TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
FAO: PERMANENT TENDER COMMISSION**

RE: OUR LEGAL REPRESENTATIVE FOR BIDDING PROCESS 03/BACE/2021

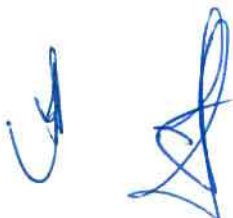
I _____, in compliance with the terms of the Bidding Process nº 03/BACE/2021, accredit as our legal representative Mr/Mrs/Ms. [xx], identified by ID/Passport Number [delete as appropriated] Number [xxxxxxxxxxxxxxxx], to whom I bestow the most extensive powers, including lodging appeals, when applicable, as well as compromise, forsake, sign documents and minutes and, lastly, perform all other acts in this Bid.

I further declare that the company is aware of the entire contents of Bidding Process nº 03/BACE/2021.

Please find enclosed copy of my valid ID/Passport within this letter.

Name
Managing Director
Company's name

>>>>> Please note that the original valid ID/passport of the legal representative shall be presented within this letter <<<<<



**ANNEX IV
DRAFT OF BIDDER'S DECLARATION**

TO BE PRINTED ON LETTERHEAD PAPER

[Local], [date: dd/mm/yyyy]

**TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
FAO: PERMANENT TENDER COMMISSION**

RE: Bidding Process N° 03/BACE/2021 (6.2, "a")

BIDDER INFORMATION

Company's legal name:

Company's legal owner/managing director:

Company's address:

VAT/Tax Identification number is:

DECLARATION

I, [_____], identified by ID/Passport Number [delete as appropriated] Number [xxxxxxxxxxxxxx], and legal owner/managing director of (Company's legal name) herewith declare, that we are not facing bankruptcy, insolvency, suspended or barred from taking part of any bidding process or from any other commercial transaction, Federal, State or Agency.

I fully accept and understand the conditions and requirements therein, as well as applicable legislation on the matter and confirm full knowledge of the content of this Bidding Process and its annexes.

Please find enclosed copy of my valid ID/Passport within this letter.

Name
Managing Director
Company's name



