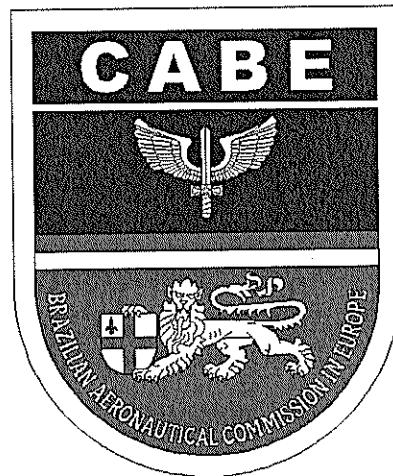




MINISTRY OF DEFENCE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
16, GREAT JAMES STREET, LONDON WC1N 3DP
Telephones: (020) 7440-4321 / 7440-4323 – Fax: (020) 7831-8129
bid@bace.org.uk

BIDDING PROCESS Nº 09/BACE/2020



Authorized by:

A handwritten signature in black ink, appearing to read 'Roberto da Cunha Follador'.

ROBERTO DA CUNHA FOLLADOR Group Capt
Head of BACE



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BIDDING PROCESS Nº 09/BACE/2020
PROCESSO Nº 67103.200038/2020-55

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 23, of 13th Dec 2019, 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 basic principles of Law nr. 8.666, of 21st June 1993 (Brazilian Procurement Act), its subsequent amendments and the requirements set forth in this Bidding Process and its Attachments.

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) **BIDDING PROCESS:** means this document being the Bidding Process number 008/BACE/2020;
- e) **BIDDER or bidder:** The Company submitting a Bid;
- f) **PTC:** Permanent Tender Commission;
- g) **CONTRACT:** the proposed contract for the supply of goods and services to be signed between the CONTRACTED PARTY and BACE, in the form set out in ANNEX III of this Bidding Process;
- h) **CONTRACTED PARTY:** The Company chosen to sign the Contract;
- i) **CONTROLLER:** Selected Representative(s) of BACE tasked with overseeing the contract;
- j) **SILOMS-EXT:** Integrated Logistics, Material, and Services System – International Module;
- k) **PRICE PROPOSAL:** a price proposal submitted by the Bidder to BACE in accordance with clause 7 of this Bidding Process;
- l) **WINNING BIDDER:** Company that submits the most advantageous proposal to BACE, according to the criteria set forth in this Bidding Process; and
- m) **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 Opening of Price Proposals will take place at **11 AM on 12th March 2020**, at the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE – BACE**, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, or other location indicated by BACE (the “Opening Meeting”).
- 1.2 All references to time in this Bidding Process and during the public process will be London Time – UK.

2. OBJECT

- 2.1 The object of this bidding process is to contract the hiring of service space for the storage of materials and documents, belonging to the Brazilian Aeronautical Commission in Europe, according to Basic Project number [04/DA/2020], Annex I, on the terms of Bidding Process and the Contract in the form set out in Annex III as entered into by (1) BACE and (2) CONTRACTED PARTY.

3. REPRESENTATIVE REGISTRATION

- 3.1 A BIDDER that wishes to attend the Opening Meeting 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 **11 AM on 12th March 2020**.
- 3.1.1. There is no obligation for the bidder to be present at the Opening Meeting.
- 3.2 It will be considered as a legal representative any individual authorized by the bidder, through the submission of authorizing document to act in the bidder behalf during the opening of the envelopes meeting.
- 3.3 Documents that will be accepted for registration:
- 3.3.1 Articles of incorporation, where 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 in their bidder behalf in any phase of this bidding process, in the form set out in Annex IV in this Bidding Process, and 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 to act 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 in 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 **Annex IV** 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 when no legal representative has been assigned, shall be provided all documents described and the documents submitted signed by the company’s shareholders.
2. The individual who wishes to sign documents on behalf on another individual shall submit authorization do to so, in accordance with **letter d)** of this clause.

4. REQUIREMENTS FOR QUALIFYING BIDDERS

- 4.1 Bidders may participate in this Bidding Process if their nature of business is compatible with the object of this Bidding Process as stated in their Certificate of Incorporation, being obliged to comply with the requirements contained in this Bidding Process, upon submission of equivalent documents.

4.2 Biddings 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) which 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 PRICE PROPOSAL ENVELOPES

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

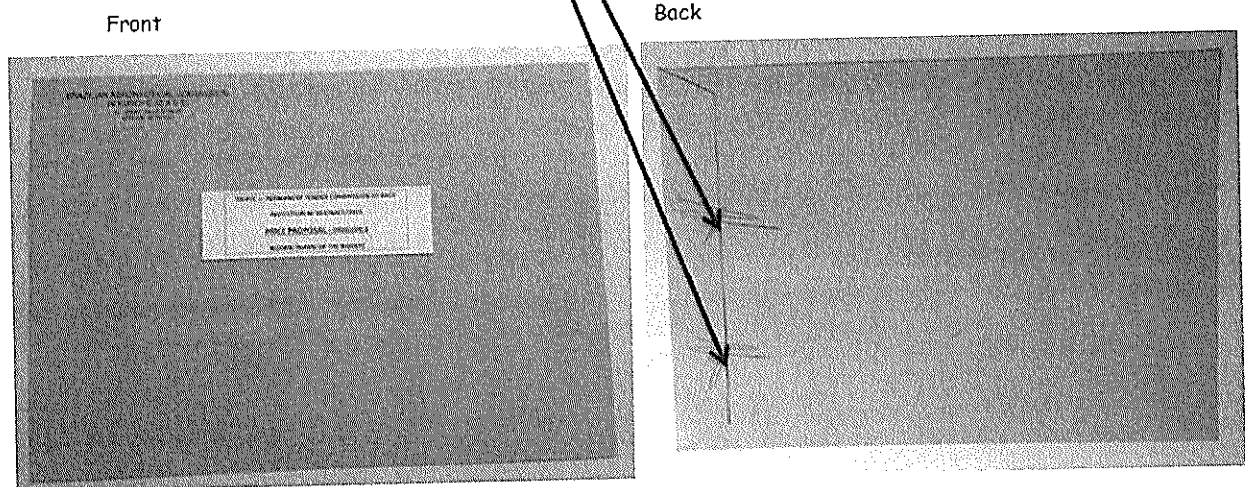
5.1.1. Bidders who wish to submit their envelopes by tracked post/courier service shall observe that Envelopes **must be delivered before the opening session as described in clause 1**, including transit days for delivery.

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, initialed 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 008/BACE/2020
 BIDDER: [COMPANY NAME]
 PRICE PROPOSAL**

Non-transparent and sealed envelopes, initialed over the closure strip



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 opening of Price Proposal envelopes will be held in a public open session, from which minutes 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 4.1 of this Bidding Process.

7 ENVELOPE NUMBER 02 – PRICE PROPOSAL

7.1 The Price Proposal will be printed in the form set out in **Annex II**, 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 **30 (thirty) 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 **30 (thirty) 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 **30 (thirty) 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 II**) must be expressed in **BRITISH POUNDS STERLING (£)**, in Arabic numerals, and also in writing, prevailing the latter.

7.6 The **Price Proposal** will be the sole responsibility of the BIDDER. Price Proposal that offer 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 charge 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**— registration of Bidders' legal representatives, if attending;
- b) **Phase 2** — verification of the conditions set out in clause 3.1 of this Bidding Process (qualifying bidders) and writing of a detailed minute;
- c) **Phase 3** —Price Proposals analysis;
- d) **Phase 4** — examination of compliance of each Price Proposal and respective pricing with the requirements of this Bidding Process and, as appropriate, in comparison with current market prices, disqualifying non-conforming or incompatible proposals;
- e) **Phase 5** — judgment of the Price Proposals, preparation of a detailed minute, containing the records of the meeting, ranking of the Price Proposals, the indication of the Winning Bidder and disqualified Bidders; and
- f) **Phase 6** — order of the decision-making authority (Head of BACE) approving the process and stating the winner of this Bidding Process and granting the Award to the Winning Bidder

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

8.6.1 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.

8.7 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;

9.1.5 During the Price Proposal assessment, the Winning Bidder will be the one who offers the lowest price in their Price Proposal (Annex II), provided that:

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

b) The Bidders shall indicate the total price proposed, including all additional costs, such as (without limitations): taxes, fees and any other associated costs to the rendering of services, exempting BACE from paying any additional costs. To formulate the price proposal, interested parties must also be aware of Clauses 3.6 and 18.1 of the Draft of the Contract (Annex III 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/or

c) presents an overall value higher than the limit established in the Basic Project or with manifestly unenforceable prices, in each case as determined by BACE in its sole discretion.

10.2 In the event of repetition of the Bidding Process and proposals from all BIDDERS are disqualified, the PTC may propose to BIDDERS a new deadline of 3 (three) 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 minutes, in which the PTC will register the WINNING BIDDER, justifying, in detail, the reasons for the disqualification of the other bids or statement of proposal unfeasibility.

11.2 Once the minutes 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 **two (2) working days** for filing an appeal.

11.3 After the legal period for filing an appeal has ended, or the existing appeals have been analysed and completed, the minutes will be submitted to the Head of BACE for approval and Award to the Winning Bidder. Once the process has been approved and the object awarded, the WINNING BIDDER 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 will be required to maintain the commitment regarding its Bid during thirty (30) 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, the WINNING BIDDER 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 provided that there is a good reason which is accepted by BACE at their sole discretion.

12.2. Provided that the WINNING BIDDER fails to sign the contract or withdraws 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.

12.3 The unjustified refusal by the WINNING BIDDER to sign the contract, accept and 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 the damages established by law in clause 11 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 III**), where is defined the obligation for the Contracted Party, the systematic rendering of services, payment terms, contract renegotiation and the damages 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 resulting from this bid will be valid for a period of 12 months from the date of signing by BACE (subject to the terms of the contract) and the CONTRACTED PARTY and may be extended through an amendment for an equal and successive period (12 months), 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 period of execution of the object in this bid will start after receipt by the CONTRACTED PARTY of the Service Order issued by the Administrative Department and signed by the Head of BACE, as stated in clause 16.3.

16.2 The service should be rendered in accordance with the Basic Project No. 04/DA/2020 (**Annex I**).

16.3 Upon receiving the Service Order, the CONTRACTED PARTY shall start rendering the services within 2 working days.

16.4 If there is a need to extend the starting period set out in clause 16.3, the Contracted Party shall **submit a prior and formal request** in writing to the Head of BACE, with justification sent to the Controller.

16.5 The Controller will be responsible for issuing a favourable or unfavourable technical opinion on this request, assisting the Head of BACE's decision regarding a possible extension.

17. PAYMENT METHODS

17.1 Payment will be made to the CONTRACTED PARTY, by bank transfer through *Banco do Brasil S/A*, within thirty (30) days after acceptance, by the CONTROLLER, of the **original** Invoice according to

administrative requirement in force.

17.2 Payment will be made in accordance with the Sixth Clause of the Contract (**Annex III**).

17.3 The Invoice shall indicate the **IBAN/SWIFT CODE**, Current Account number, Agency and Bank in order to issue the Bank Transfer.

17.4 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.

17.5 BACE will stop any payments due to the CONTRACTED PARTY in the event of partial or total non-performance of its obligations by the CONTRACTED PARTY and/or errors in the invoice.

18. CHALLENGING- 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 **two (2) 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 **two (2) 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 **two (2) 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 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, in cases foreseen in subsection I, article 79, of Law number 8.666, of 1993;
- f) imposition of written warning or temporary suspension.

19.4.2 Representation, within **two (2) 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 **two (2) working days**.

19.6 The appeal will be sent to a higher authority duly instructed, by the authority who practiced the appealed act, who may reconsider their decision, within **two (2) 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 bid shall be funded by specific budget allocations, assigned by the Union for the Ministry of Defence — Air Force Command — BACE for the year 2020, *PTRES 168919*,

ND 33.90.39, which will be part of the Contract to be issued.

21. REMEDIES

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 any of the remedies as provided below in the sole discretion of BACE, with the right to ample defence and contradictory.

- a) Written warning; and/or
- b) Temporary suspension for taking part in bidding and barred from contracting with BACE, for a period of up to two years.

21.2 The remedies provided for in clause 21.1 shall apply, as appropriate, as follows:

21.2.1. WRITTEN WARNING: If the CONTRACTED PARTY breaches the terms and conditions of the Purchase Order for the first time, the CONTROLLER, after hearing the CONTRACTED PARTY, shall establish the period of five (5) working days for correcting any irregularities, subject to the remedies foreseen under clause 21.1(b).

21.3. The warning referred to in clause 21.1(a) shall not prevent BACE from terminating the contract and applying the remedies foreseen in clause 21.1(b).

21.4. The imposition of any remedies does not discharge the CONTRACTED PARTY from complying with its obligations, or to take the necessary measures to repair or compensate any damage caused to BACE.

21.5. The remedies foreseen in this Bidding Process or in the Contract are independent and can be applied separately or jointly, without prejudice to any other remedies available to BACE whether under law or otherwise.

22 INSPECTION OF SERVICES RENDERED

22.1 BACE shall monitor and inspect the services through the CONTROLLER, and for that purpose, appoint a Controller or Control Committee, duly accredited, with the following powers:

- a) to make inspections of the services and permanently control the development of the work;
- b) to interrupt the execution of any work that is being done wholly or partly in disagreement with the contracted specifications;
- c) decide on all questions that may arise, including on technical aspects;
- d) decide, in the event of force majeure or unforeseeable circumstances, changes in the sequence of work and deadlines;
- e) check the **original** invoices issued by the CONTRACTED PARTY and refuse them if inaccurate or presented in copy; and
- f) propose remedies for not fulfilling contractual clauses.

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 obligated to make the repairs requested by the CONTROLLER within five (5) working days from the date of receipt of the formal complaint.

23. PRICE ADJUSTMENT

23.1 The contract price may be amended to restore the relationship that the parties initially agreed on, the CONTRACTED PARTY's expenses and the fair remuneration of service, aiming at maintaining the economic and financial balance of the contract, whilst taking into account the occurrence of unpredictable or predictable events of incalculable consequences, preventing the agreement execution, or in case of force majeure or a fortuitous event.

23.2 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 The CONTRACTED PARTY is obliged to accept, under the same contractual conditions, increases and decreases in the amount of services.

24.2 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 BIDIDNG PROCESS

25.1 The Head of BACE may, at its sole discretion, 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 This Bidding Process is governed by the basic principles of the Law number 8.666/93 (Brazilian Procurement Act): constitutional principle of equality, selection of the most advantageous for BACE, being processed and judged in strict conformity of the basic principles of legality, impersonality, morality, equality, publicity, administrative impropriety, abiding to the Bidding Process, and the objective judgment.

26.2 Issues arising from the execution of this instrument, which cannot be settled administratively, will be processed and judged in courts of England and shall be governed by English law save where otherwise provided. All BIDDERS hereby submit to the jurisdiction of the English Courts.

27. FINAL PROVISIONS

27.1 Any request for clarification should be sent in writing, email or facsimile, and received by the PTC by the second business day preceding the opening of "Price Proposal" envelopes, which is addressed to the PTC of BACE, 16 GREAT JAMES STREET, LONDON, WC1N 3DP. Questions rose -after the aforementioned deadline will not be taken into account.

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

27.7 CONTRACTED PARTY, when rendering untrue, inconsistent, and inaccurate information by, which are verified by BACE at any time during the validity of the contract, are subjected- to the applicable remedies, and may result in the contract rescission.

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.

27.9 The following attachments are part of this Bidding Process:

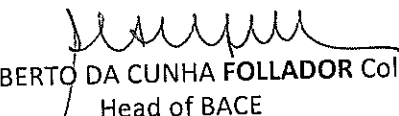
27.9.1 ANNEX I – Basic Project 04/CABE/2020;

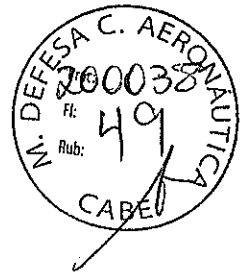
27.9.2 ANNEX II – Price Proposal Template;

27.9.3 ANNEX III – Draft of Contract Term;

27.9.4 ANNEX IV – Draft of Legal Representative Letter.

London, 5th March 2020.


ROBERTO DA CUNHA FOLLADOR Col
Head of BACE



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

BASIC PROJECT N° 04/DA/2020

1. Object

1.1. Contract space rental services for the storage of official documents belonging to the Brazilian Aeronautical Commission in Europe (BACE).

2. Need for Hiring

2.1. The Brazilian Aeronautical Commission in Europe does not have enough space in its premises to store the large number of documents generated annually, which need to be preserved for a period of ten years because they constitute Administrative Management Processes in the vast majority.

3. Legal Basis

3.1. In the execution of these services, the Federal Law No. 8,666, of 21st June 1993 and its amendments should be taken into consideration, regarding the principles of legality, impersonality, morality, equality, publicity, administrative probity, binding the convening instrument, the objective judgment and those that are related to it.

4. Conventions

4.1. The following conventions are used in this Basic Project:

- a) BACE - Brazilian Aeronautical Commission in Europe;
- b) Contracted Party - Individual or Legal entity responsible for the execution of services;
- c) Contracting Party - Responsible for contracting services, in this case, the Brazilian Aeronautical Commission in Europe; and
- d) Inspection - Commission or representative of the Contracting Party with the Contracted Party, designated in the Internal Bulletin, to monitor in an analytical way, compliance with all the provisions included in the Basic Project.

5. Requirements

5.1. Total minimum area of 500 sq. ft., preferably in single space; can be distributed in several units with a minimum are of 100 sq. ft. each;

5.2. There shall be a place for entry and parking of vehicles at least two meters high;



- 5.3. The company shall provide means to transport documents between the vehicle and the storage space (trolleys, for example);
- 5.4. The company shall provide security of the stored documents;
- 5.5. Access to the warehouse (storage units) shall be exclusively, only permitted to authorized personnel by the Contracting Party;
- 5.6. The location of the deposit shall be situated between the north and central London areas, within a maximum distance of 10 (ten) miles, taking as a reference the Brazilian Aeronautical Commission in Europe building. These restrictions are due to the fact that the traffic of vehicles is much heavier in the other regions and seek to allow easy and quick access.

6. Timetable for Implementation

- 6.1. The service should start on 1st April 2020, for a period of 12 months with the possibility of annual renewals up to a maximum of 60 months.

7. Inspection

- 7.1. Those responsible for overseeing it will be designated in BACE internal bulletin;
- 7.2. The function of liaison between the Contracted Party and the Contracting Party shall be the Contract Supervisor responsibility, mainly in matters of administrative/technical nature and execution of the object of this Basic Project, and the implementation plan agreed upon by both parties;
- 7.3. The Contract Supervisor has the right not to approve the measures given as completed if is not within the requirements of this Basic Project specifications and the implementation plan. The Contracted Party shall remedy the faults found without any burden to the Contracting Party and, once the faults are remedied, they will be verified again by the Contract Supervisor;
- 7.4. The service shall always be developed in close agreement between the Contracted Party and the Contract Supervisor, which has broad powers to act in the sense of compliance with the Contract;
- 7.5. All communication between the Contracted Party and the Contract Supervisor must be done in writing.

8. Budget

- 8.1. The total cost must include all direct and indirect costs for the perfect execution of the service, including expenses with materials and/or equipment, skilled or not skilled labor, training, auxiliary equipment, tools, labor and social security charges, taxes, fees, in short, everything that is necessary for the total and complete implementation of the service.

9. Estimated value

- 9.1. The total value of the object is **GBP 11,520.00** (eleven thousand, five hundred and twenty pounds), according to the reference values presented in quotations received by BACE.



10. Obligations of the Contracting Party

- 10.1. Inform the Contracted Party the name of the employee who will act as the Contract Supervisor and act as the liaison between Contracted Party and Contracting Party;
- 10.2. Answer all query made by the Contracted Party; and
- 10.3. Make the payment directly to the Contracted Party, by means of deposit in a current account via bank order.

11. Obligations of the Contracted Party

- 11.1. Be responsible and fully comply with the contracted services, in accordance with current legislation;
- 11.2. Select and rigorously prepare the employees who will provide the services;
- 11.3. Be responsible for the health and safety of its employees against the risk of accidents at work, as well as for the labour, social security, tax and commercial charges resulting from the performance of the contract;
- 11.4. Forward the invoice to BACE, detailing all the bank details in it, as well as the detail of the service rendered; and
- 11.5. Update the registration data with the existing BACE data.

12. Control and Enforcement Supervision

- 12.1. The monitoring and supervision of the Object execution consists of the conformity verification of the services provided, in order to ensure the perfect compliance with the adjustment, and shall be prosecuted by one or more representatives of the Contracting Party, specially designated.
- 12.2. The total or partial noncompliance with the other obligations and responsibilities assumed by the Contracted Party will entail the application of administrative sanctions, provided for in this Basic Project and in the current legislation.
- 12.3. The inspection, which is dealt with in this clause, does not exclude or reduce the Contracted Party's liability, including before third parties, for any irregularity, even if resulting from technical imperfections, hidden faults/defects, usage of inappropriate or inferior quality materials.

13. Subcontracting

- 13.1. Subcontracting of specialized services will not be allowed.

14. Administrative sanctions

- 14.1. An administrative violation is committed by the Contracted Party who:
 - a) Discharges all or part of the obligations assumed as a result of the contracting;
 - b) Delays the execution of the object;
 - c) Commits fraud implementing the Contract;



- d) Behaves in an inadequate way;
 - e) Commits fiscal tax fraud; and
 - f) Does not maintain the proposal.
- 14.2. The Contracted Party who commits any of the infractions discriminated in the rules above will be subject to the following sanctions:
- 14.2.1. Warning of minor misconduct, thus understood as not causing significant damage to the Contracting Party; and
 - 14.2.2. Suspension of bidding and impediment of contracting with the Administration, for the term of up to two years.
- 14.3. The application of any of the penalties provided for shall be carried out in an administrative proceeding that shall ensure the adversary and ample defense to the Contracting Party, observing the procedure established in Law No. 8.666 of 1993.
- 14.4. The competent authority shall, when applying sanctions, take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, based on the proportionality principle.
- 14.5. Penalties shall be recorded in SILOMS-EXT.

London, 12th January 2020

Anderson Damião Moraes Dias– Ten Cel Int
Head of Administrative Department

**ANNEX II
PRICE PROPOSAL TEMPLATE**

TO BE PRINTED ON LETTERHEAD PAPER

[Place], [date: day/month/year]

To
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
Tender Permanent Commission

RE: Bidding Process No 009/BACE/2020

PRICE PROPOSAL

Dear Sirs, _____ (Company Name), based at
_____ (address of the bidder), phone
number _____, fax number _____, email _____,
VAT/Tax Identification number _____ through its legal representative, hereby
submits a Price Proposal for the carrying out of the services described in the box below and in
accordance with the specifications described in Annex I (the Basic Project):

OBJECT	Price (GBP)
Service space for the storage of materials and documents, belonging to the Brazilian Aeronautical Commission in Europe, according to Basic Project number 04/DA/2020.	_____

**TOTAL PRICE OF THIS PROPOSAL/YEAR _____ (_____) POUNDS
STERLING (GBP).**

DECLARATION 1: We declare that our prices are inclusive of all direct and indirect costs and expenses, including (but not limited to): taxes, VAT, management fees, materials, services, labour charges, insurance, profits, and other fees that the Contracted Party may incur.

DECLARATION 2: We declare that we are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State debarment or agency. I also declare that we are not bankrupt or in any other case of financial problems.

DECLARATION 3: We declare full knowledge of the content of Bidding Process No 008/BACE/2020 and its appendices, accepting fully and irrevocably the conditions and requirements contained therein, as well as the relevant legislation.

VALIDITY: This Price Proposal may not be withdrawn for a period of thirty (30) days from the date of opening of Bids.

BANK DETAILS:

- a) Bank
- b) Sort Code
- c) Account Number.....
- d) IBAN/SWIFT CODE
- e) Company Name
- f) Signature of the Legal Representative of the Business:

Name and signature of Company Representative
Company's Name

CONTRACT

N° XXX/CABE/2020

(PAG N° 67103.200038/2020-55)

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MINISTRY OF DEFENCE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

TERM CONTRACT No.
XXX/CABE/2020, MAKING BETWEEN
BACE AND XXXXXX.

The Federal Government - Ministry of Defence - Aeronautical Command, through the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE - BACE, registered in the Brazilian National Register of Legal Entities (CNPJ) under nr. 00.394.429/0042-89 and headquartered at 16, GREAT JAMES STREET, WCIN 3DP - LONDON - UK, represented by its Head, Col. ROBERTO DA CUNHA FOLLADOR, National Identification CPF No. 109.629.408-79, appointed as such by DECREE No. 619/GC1 of 28 of Abril 2017 of the Aeronautical Command, published in the Official Gazette No. 82 of 02 of May 2017, hereinafter called CONTRACTING PARTY, and the company XXXXXXXXXXXX headquartered XXXXXXXX, Company Registration Number XXXXXXXX, hereinafter called CONTRACTED PARTY, herein represented by XXXXXXXX, Driving Licence No. XXXXXXXX, in the view of Process No. 67103.200038/2020-55 and in compliance with the provisions of Law No. 8.666/93 and other legal and regulatory provisions and the terms, resolved to enter into this Contract Term, resulting from the BIDDING PROCESS No. 008/BACE/2020, through the terms and conditions set out below.

CONVENTIONS

The following conventions have been adopted in this Contract:

- a) **BACE:** Brazilian Aeronautical Commission in Europe;
- b) **CONTRACTED PARTY:** Being the party referred to above;
- c) **CONTROLLER:** Selected representative (s) of BACE tasked with overseeing this Contract on BACE's behalf; and

1. OBJECT

1.1. The object of this contract is to contract the hiring of service space for the storage of materials and documents, belonging to the Brazilian Aeronautical Commission in Europe, according to Basic Project number 04/DA/2020, Annex I, on the terms of this Bidding Process and the Contract in the form set out in Annex III as entered into by (1) BACE and (2) CONTRACTED PARTY.

2. DURATION

2.1. The duration of this Term Contract is twelve (12) months from the date of signing by BACE (subject to the terms of the contract) and the CONTRACTED PARTY and may be extended through an annual amendment, for equal and successive periods, limited to a maximum period of sixty (60) months subject to the written agreement of both parties and in order to obtain the most favourable terms and conditions for the Administration.

3. PRICE

3.1. The total value of the contract is GBP XXX (XXX).

3.2. The above amount includes all direct and indirect costs resulting from the execution of the object, including taxes, VAT, social, employment, social security, commercial charges,

management fees, freight, insurance and other necessary costs to fulfill performance of the object of the contract.

4. BILLING OF EXPENSE

4.1. The CONTRACTED PARTY shall submit to BACE a monthly original invoice in order to receive payment for the contractual costs for the amount of services rendered.

5. BUDGET ALLOCATION AND PAYMENT

5.1. The resources necessary for the expenses arising from the performance of this CONTRACT will originate from the resources of Brazilian Aeronautical Commission in Europe.

5.2. Payment will be made to the CONTRACTED PARTY, by bank transfer through *Banco do Brasil S/A*, within thirty (30) days after acceptance of the Invoice according to the administrative requirements of BACE then in force.

5.3. In order to issue the Bank Transfer, the Invoice shall indicate the number of the Contract, as well as the CONTRACTED PARTY's current account number, bank, sort code, SWIFT code and IBAN.

5.4. An Invoice which has not been approved by BACE shall be returned for the necessary corrections, informing the reasons for the refusal. The new invoice payment period, as set out in clause 5.1, will start from the date of the resubmission.

5.4.1. The retention period of the invoice, being the period which the invoice is in the possession of BACE for compliance verification, including the period of delivery of the bill to the CONTRACTED PARTY shall not be considered for the purposes of payment of any charges. The payment period must start from the date of resubmission of the invoice.

5.5. The return of an invoice not approved by BACE shall not, under any circumstances, be used as an excuse by the CONTRACTED PARTY to discontinue rendering the services or failing to make payments due to employees or suppliers.

5.6. BACE will stop any payments due to the CONTRACTED PARTY in the event of partial or total non-performance of obligations by the CONTRACTED PARTY to BACE.

5.7. It is forbidden to advance payment in accordance with Article 38 of Executive Order No. 93.872/86.

6. PRICE RENEGOTIATION

6.1. The contracted price may be amended to restore the relationship that the parties initially agreed on the CONTRACTED PARTY's expenses and the fair remuneration of service, aiming at maintaining the economic and financial balance of the initial contract.

7.2. In any case, the CONTRACTED PARTY shall request price corrections, proving, through spread sheets of costs structure and related documentation that the Contract has become unviable under the conditions initially agreed.

7.3. A price revision cannot be requested before the minimum period of one year expires from the date of submission of bidding process.

7. RULES OF EXECUTION

7.1. The contract will be executed under the Outsourced Company – Fixed Price Contract regime.

8. CONTROLLER

8.1. BACE shall monitor and inspect the services provided by the CONTRACTED PARTY

through the CONTROLLER, and for that purpose, appoint a Controller or Control Committee, duly accredited, with the following powers:

- 8.1.1. to make inspections of the services and permanently control the development of the work;
 - 8.1.2. to interrupt the execution of any work that is being done wholly or partly in disagreement with the contracted specifications;
 - 8.1.3. decide on all questions that may arise, including on technical aspects;
 - 8.1.4. decide, in the event of force majeure or unforeseeable circumstances, changes in the sequence of work and deadlines;
 - 8.1.5. suspend at any time on its own discretion, the implementation of ongoing services, releasing payment for only those services proven executed and accepted;
 - 8.1.6. check the invoices issued by the CONTRACTED PARTY and refuse them if inaccurate;
 - 8.1.7. propose administrative sanctions for not fulfilling contractual clauses; and
 - 8.1.8. the CONTROLLER is obliged to notify the Head of BACE, on a monthly basis, occurrences referent to the Contract.
- 8.2. The Head of BACE and the CONTROLLER may, at any time, carry out control activities.
- 8.3. The CONTROLLER, under any circumstances, shall not relieve the CONTRACTED PARTY of responsibility for the proper execution of services.
- 8.4. 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.

9. OBLIGATIONS OF THE CONTRACTED PARTY

9.1. The CONTRACTED PARTY shall:

- 9.1.1. strictly observe the specifications and instructions on Bidding Process No. 008/BACE/2020;
- 9.1.2. ensure that all of its employees have the necessary work visas and work permits legally to work in the U.K. and ensure that a criminal record bureau check has been conducted on each employee with satisfactory results. The CONTRACTED PARTY will provide copies of all work visas, permits and the criminal record bureau check results if requested by BACE;
- 9.1.3. be responsible for the full contracted services in accordance with all applicable law;
- 9.1.4. ensure the supply of all materials and equipment necessary to complete and render the contracted services, except those provided by BACE;
- 9.1.5. abide to the CONTROLLER's instructions in accordance with the provisions of this Contract;
- 9.1.6. strictly abide by timetables established by BACE
- 9.1.7. be responsible for the selection, qualification, transportation, food, hiring and dismissal of employees, as well as the legal status of the employees before employment, traffic, health, social

security and securitarian authorities. Default by the CONTRACTED PARTY with respect to the charges set forth herein does not transfer the responsibility for their payment to BACE;

9.1.8. be responsible for damage caused directly to BACE or its property or employees or a third party, resulting from its negligence or willful misconduct when rendering services through its employees or agents;

9.1.9. keep its staff well-equipped with personal protective equipment (PPE) when necessary;

9.1.10. require employees of the CONTRACTED PARTY to comply with the recommendations established by the CONTROLLER;

9.1.11. instruct their employees regarding fire prevention in the areas of rendering of services;

9.1.12. provide any clarification as requested by BACE and respond immediately to their complaints;

9.1.13. replace, without charge to BACE, any material or equipment supplied that suffers any damage from misuse by their employees; and

9.1.14. submit invoices to the CONTROLLER, within ten (10) days after the completed service.

9.2. The CONTRACTED PARTY is prohibited from providing information to third parties on the nature and progress of services under this Contract, or disseminate them through written, spoken, televised press and / or any other means of public disclosure, unless expressly authorized by BACE.

10. PREROGATIVES OF BACE

10.1. BACE may, in its absolute discretion:

10.1.1. increase or decrease the contracted services, obeying the limits permitted in § 1º of Article 65 of Law No. 8.666/93;

10.1.2. require immediate removal from supply of any services to BACE of any employee or agent of the CONTRACTED PARTY who has breached the duty of trust, hindered the CONTROLLER services or behaved in an inconveniently or incompatible manner during the execution of their tasks;

10.1.3. order the supervision of services rendered ; and

10.1.4. request the CONTRACTED PARTY to provide any clarifications deemed necessary.

11. ADMINISTRATIVE SANCTIONS

11.1. In the event of the occurrence of any legal or contractual infringements, especially of non-performance of an obligation by the CONTRACTED PARTY, by the total or partial non-performance of the contract, BACE may, guaranteed to advance defence, apply upon the CONTRACTED PARTY the following sanctions:

a) written warning; and

b) temporary suspension from taking part in bidding and barred from contracting with BACE, for a period of up to two years.

11.2. The penalties foreseen in clause 12.1 shall apply, as appropriate, as follows:

11.2.1. WRITTEN WARNING: If the CONTRACTED PARTY breaches the terms and conditions of the Purchase Order for the first time, the CONTROLLER, after hearing the CONTRACTED PARTY, shall establish the period of five (5) working days for correction of any irregularities.

11.3. The warning referred to in clause 12.1(a) shall not prevent BACE from terminating the Contract and applying the penalties foreseen in clause 12.1 (b).

11.4. It is ensured to the CONTRACTED PARTY, in any case, that it may avail itself of the adversary system and full defence in any legal proceedings.

11.5. The imposition of any penalty does not discharge the CONTRACTED PARTY from complying with its obligations, or to take the necessary measures to repair or compensate any damage caused to BACE.

11.6. The penalties foreseen in the Bidding Process or in the Contract are independent and can be applied separately or jointly, without prejudice to applicable measures, guarantee the prior defence.

12. FAILURE AND TERMINATION

12.1. Failure to comply with, or the non-performance of, any of the terms and conditions agreed in this Contract, shall result in termination by complaint from the injured party, regardless of the existence of judicial or extrajudicial interpellation, as provided in Articles 77-80 of Law No. 8.666/93 and its changes.

13. CASES OF FORCE MAJEURE

13.1. The occurrence of any force majeure shall be informed in writing by the CONTROLLER to the Head of BACE, so that he may decide on the action to be taken, provided that it is proven to affect the services related to the object of this Contract.

13.2. In this Contract, events or force majeure, are those which fall in the legal definition of the sole paragraph of article 393 of the Civil Code or the provisions of Part H of § 1 of Art. 57 of Law 8.666/93.

14. DEADLINES

14.1. Duration:

14.1.1. The contract will be valid for an initial period of twelve (12) months from the date of signing by BACE (subject to the terms of the contract) and the CONTRACTED PARTY, after signature of the parties and may be extended if there is interest from BACE management, by an amendment to this Contract, in accordance with Article 57 of Law 8.666/93.

14.1.2. Failure to express interest by BACE shall not imply automatic extension of this contract.

14.2. Render of the service:

14.2.1. The CONTRACTED PARTY will render services during the term mentioned in the Contract from the receipt of the Order of Service by BACE.

14.2.2. Upon receiving the Order of Service, the CONTRACTED PARTY shall start the services within five (5) working days.

14.3. BACE, whilst considering the specifications of the Basic Project in Annex III of Bidding Process No.002/BACE/2019, will coordinate the execution of services through its CONTROLLER.

14.4. Receiving services:

14.4.1. On a monthly basis, BACE will disburse funds equivalent to the amount of services rendered by the CONTRACTED PARTY.

14.5. Payment of service completed:

14.5.1. The invoice submitted by the CONTRACTED PARTY and accepted by BACE will be paid within 30 (thirty) days, according to Incision XIV, Article 40 of Law No. 8.666/93 and as provided in clause 6 of this Contract.

15. BIDDING

15.1. This Contract is directly binding to Process No. 67103.190057/2019-22, to Bidding Process No. 003/BACE/2019 and its annexes, and to the proposal submitted by the CONTRACTED PARTY.

16. GOVERNING LAW

16.1. The laws of Brazil will govern this Contract and, in particular, the Law No. 8.666/93 and its subsequent amendments will apply.

17. FORUM

17.1. Issues arising from the execution of this instrument, which cannot be settled administratively, will be processed and judged in courts of England. Both parties to this Contract hereby submit to the jurisdiction of the English Courts.

18. FINAL PROVISIONS

18.1. The beginning of the rendering of services contracted herein is subject to the issue of the Order of Service by BACE.

18.2. Any and all correspondence, reports and / or notices related and / or mentioned in this Contract, will always be made in writing and deemed received by BACE and the CONTRACTED PARTY, since they had been forwarded and registered in the Protocol Department of BACE, the headquarters of BACE, at 16 GREAT JAMES STREET, LONDON, WC1N 3DP.

18.3. The correspondence referred to in this Contract may be made by letter, fax or email, and documents will be confirmed by a legal contracted and delivered by protocol.

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.

BACE:

ROBERTO DA CUNHA FOLLADOR Group Capt
Head of BACE

CONTRACTED PARTY:

Legal Representative of the Company

WITNESSES:

Internal Controller

Contract Controller

ANNEX IV
DRAFT OF LEGAL REPRESENTATIVE LETTER

TO BE PRINTED ON LETTERHEAD PAPER

[Local], [date: day/month/year]

TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
FAO: PERMANENT TENDER COMMISSION

RE: OUR LEGAL REPRESENTATIVE FOR BIDDING PROCESS 009/BACE/2020

I _____, in compliance with the terms of the Bidding Process n°008/BACE/2020, accredit as our legal representative Mr/Mrs/Ms. [XX], identified by ID/Passport Number [delete as appropriated] Number [XXXXXXXXXXXX], 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 n° 009/BACE/2020.

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 <<<<<<