



FEDERATIVE REPUBLIC OF BRAZIL  
MINISTRY OF DEFENCE  
AERONAUTICS COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE  
16, GREAT JAMES STREET, LONDON, WC1N 3DP  
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**BIDDING PROCESS No. 11/BACE/2021**  
**PROCESS No. 67103.210070/2021-20**

The Federal Government — Ministry of Defence — Aeronautical Command, through the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE — BACE**, headquartered at 16, GREAT JAMES STREET, WC1N 3DP — LONDON — UK and registered in the Brazilian National Register of Legal Entities (CNPJ) under n° 00.394.429/0042-89, through the Permanent Tender Commission, appointed by Public Bulletin number 15, 31<sup>th</sup> July 2020, makes publicly known to interested parties that it will commence a Bidding Process. The object will be awarded to the party which submits the **LOWEST BID**, obeying the basic principles of Brazilian Law, its subsequent amendments and as per requirements set forth in this Bidding Process and its Appendices.

**DEFINITIONS**

The following definitions are adopted in this Bidding Process:

- a) **Award:** The granting of the work to the winning bidder(s);
- b) **Awardee:** Company to which the Administration grants the Award;
- c) **BACE:** Brazilian Aeronautical Commission in Europe, Aeronautical Command Agency responsible for the financial execution of the contract;
- d) **COMREC :**Receiving Commission
- e) **Bidder:** Company that submits a bid to this Bidding Process;
- f) **PTC:** Permanent Tender Commission;
- g) **Contract:** purchase agreement to be entered into between the Brazilian Aeronautical Commission in Europe and the contracted party, through the constant document presented by the Bidder;
- h) **Contracted Party:** Company chosen and that will sign the contract issued by the Brazilian Aeronautical Commission in Europe;
- i) **SILOMS-EXT:** Integrated Material and Services Logistics System - External Module (Portuguese: *Sistema Integrado de Logística de Material e Serviços - Módulo Exterior*);
- j) **Price Proposal:** Process of submitting a Proposal to the Brazilian Aeronautical Commission in Europe in a sealed envelope, as described in clause 7 and in Annex III;
- k) **Winning Bidder:** Company that submits the most advantageous proposal to the Administration, according to the criteria of this Bidding Process;
- l) **Requesting Entity:** Aeronautical Command Agency that requested and that will be the final recipient of the object of this bid;
- m) **Contracting Party:** Aeronautical Command Agency responsible for signing the Contract, in this case the Brazilian Aeronautical Commission in Europe.



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## 1. PLACE AND TIME

1.1 The opening of the Envelopes will take place in a Public Session at 11:00 A.M., on 30/04/2021 at the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE — BACE**, located at 16 GREAT JAMES STREET, WC1N 3DP — LONDON — UK.

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

1.3 Bidders interested in participating in this Bidding Process do not need to send their legal representatives to deliver the envelopes with the qualification documentation and proposals, and may also send them via postal delivery service or other similar means of delivery, paying attention to the final dates and times for receipt of the envelopes, established in this Bidding Process.

1.4 The correspondence must be addressed with acknowledgment of receipt to the **PTC**: Permanent Tender Commission at the address indicated in subclause 1.1 of this Bidding Process.

1.5 BACE is not responsible for delay in receiving the envelopes of the bidders.

## 2. OBJECT

2.1 The object of this contract are International door-to-door removal service, of HOUSEHOLD GOODS from Germering (Germany) to São José dos Campos (Brasil).

## 3. SUBMISSION AND DOCUMENTATION

3.1 A BIDDER that wishes to attend the Public Session must send a representative for registration with the **PTC**, duly provided with a document that accredits him to participate in this bidding competition, until 11:00 A.M., on XX/04/2021.

3.2 Any person authorized by the **bidder** shall be considered as legal representative on submitting an accreditation document to speak on his behalf during the Public Sessions.

3.3 Accreditation document means:

3.3.1. Articles of incorporation, when the accredited person is a partner of the **bidder**;

3.3.2. Power of Attorney or declaration from the **bidder** with powers so that the accredited person can speak on his behalf at any stage of this bidding, in accordance with the model in **ANNEX III** to this Bidding Process, accompanied by a copy of the identity document or passport of the person who signed the power of attorney/declaration.

3.4. Each accredited person shall represent **only one bidder**.

3.5. Each **bidder** may send one (1) legal representative, and the identity must be shown at the Meeting of the Opening before the opening of the Enrolment envelopes.

3.6. One Representative means one single person.

3.7. Only one representative per company is authorized to participate in the Public Sessions.

3.8. Failure to show identity shall not render the **bidder** ineligible but shall prevent the representative from manifesting on his behalf.

3.9. Regarding authorization to sign the documents:

3.9.1. The representatives who will sign the documents throughout the bidding process must identify their signature as:

- a) the Owner of the company or his attorney with powers to represent him and decide on his behalf;
- b) partner of the company, if it is constituted as a Limited Company and if it has contractual authorization to sign contracts, participate in competitions, disputes and lodge appeals, in accordance with the company's articles of incorporation;
- c) Director of the company, empowered to sign on behalf of the company;



d) All attorneys and/or representatives of companies in any situation considered above, must present the document listed in **ANNEX III** with the signature of the owner director and/or his legal representative, accompanied with a copy of the identity document or passport of the person who signed the said power of attorney/declaration.

**Notes:**

1. In case of partnership companies for which no official representative is presented, all related documents and generated documents signed by the partners of the company must be provided.
2. The person who presents himself to sign documents on behalf of another person, must be authorized to do so, according to **letter d)** of this clause.

#### **4. CONDITIONS OF PARTICIPATION**

##### **4.1 The following Interested parties may participate in this Bidding Process:**

- a) who have been invited by the Brazilian Aeronautical Commission in Europe; or
- b) who are registered in the SILOMS-EXT, in the specialty of the object of the bid that, although not invited by the Administration, express their interest in participating until 24 hours before the submission of the proposals; or
- c) who are not registered, but express their interest in participating until 24 hours before the submission of proposals and meet all the requirements of registration in SILOMS-EXT, available on the website: [www.bace.org.uk](http://www.bace.org.uk), contained in this Bidding Process and its Attachments.
- d) 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 In this Bid, the participation of the following companies will not be allowed:**

- a) bankrupt or under insolvency proceedings, under competition of creditors, in the process of dissolution, judicial recovery, extrajudicial recovery, merger, division, incorporation or liquidation;
- b) that have the right to bid and contract with BACE suspended, or that have been declared unfit to bid or contract with the Federative Republic of Brazil;
- c) whose employee of any Body or entity linked to the Ministry of Defence / Aeronautical Command is a partner, manager or technical in-charge;
- d) whose commercial branch does not specify activity pertinent and compatible with the object of this bid;
- e) that are, directly or indirectly, under the control of the same group of individuals or legal entities of another BIDDER; and
- f) members of the same economic group, considered having common directors, partners or legal representatives, or using common material, technological or human resources, unless they are shown not to represent a common economic interest.

##### **4.3 The participation in the bidding shall be the total, unrestricted and irreversible submission of the BIDDERS to the terms of this Bidding Process and its annexes.**

#### **5. RECEIVING OF ENVELOPES**

**5.1.** On the date and time established in this Bidding Process, each BIDDER must hand in to the PTC: one qualification envelope and one price proposal envelope, separately.



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5.1.1. Bidders who have submitted the envelopes by post must receive confirmation of receipt of their envelopes by PTC or BACE before the date and time foreseen in the clause 1.1 of this Bidding Process. They must contact PTC through the following email to do so: [bid@bace.org.uk](mailto:bid@bace.org.uk).

5.2. The documentation must be in two separate non-transparent and sealed envelopes, each initialled at the closure strip, containing in its external and frontal parts, in highlighted letters, the following (as relevant):

### LABELS

“Cut and glue”

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**TO PTC — PERMANENT BIDDING COMMISSION AT BACE**  
**BIDDING PROCESS No 11/BACE/2021**  
**BIDDER: [BIDDER NAME]**  
**ENVELOPE N° 01 – QUALIFICATION DOCUMENTS**

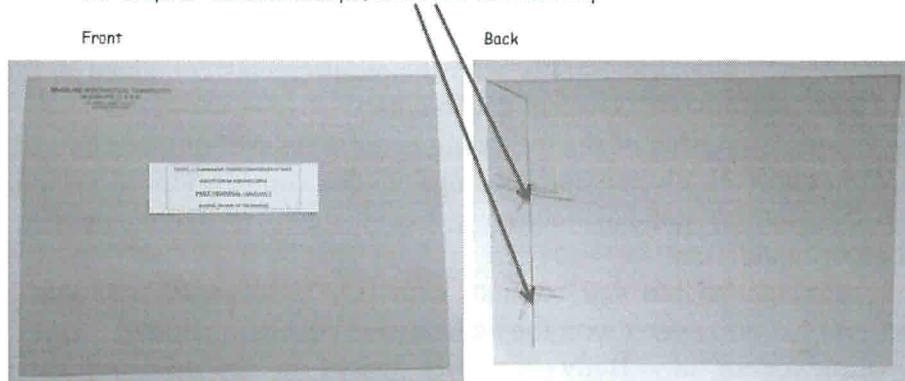
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**TO PTC — PERMANENT BIDDING COMMISSION AT BACE**  
**BIDDING PROCESS No 11/BACE/2021**  
**BIDDER: [NAME OF THE BIDDER]**  
**ENVELOPE N° 02 – PRICE PROPOSAL**

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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 by BACE, BACE will not accept inclusions or replacement of any documents, price corrections or changes to the 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 participating BIDDERS.

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

5.8. The documents submitted in both envelopes must be originals, printed without erasures or overwriting, with a wet ink signature in blue or black ink.

5.9. Copies may be accepted provided they are notarized.

5.10. Documents with scanned signatures will not be accepted.

*[Handwritten signatures in blue ink]*

**5.11.** Bidders who wish to submit their envelopes by tracked post/courier service please send them to the following address:

BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE  
FAO: PERMANENT BIDDING COMMISSION 11/BACE/2021  
16 Great James Street  
London - United Kingdom  
WC1N 3DP

**5.11.1.** The two separate envelopes Envelope 1 (Qualification Documents) and Envelope 2 (Price Proposal) can be both placed together in one single envelope if submitted by tracked post or courier service for delivery purposes only.

**5.11.2.** Envelopes should be delivered before the Opening Meeting.

**5.11.3.** The PTC will not take responsibility for delays on delivering the Envelopes. Please allow extra transit day(s) for delivery.

## **6. ENVELOPE NUMBER 01 - QUALIFICATION**

**6.1.** Provided the Bidder fulfils the requirement set out in clause 5 above, a BIDDER will be considered qualified (and therefore able to participate in the bidding process under this Bidding Process) if they meet the conditions described in clause 4 of this Bidding Process;

**6.2.** The QUALIFICATION ENVELOPES shall contain the following documents:

a) Bidder statement (Annex II) informing:

i) Bidder's name, how it should be written in any future contract, Tax Registration Number/VAT or equivalent, and complete address;

ii) That the Bidder is not facing bankruptcy, insolvency, nor been suspended or barred from taking part of bidding process or from any other commercial transaction with Federal, State or Government Agency; and

iii) That the Bidder 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.

b) Copy of a valid ID or passport of the legal owner/managing director who is signing the documents on behalf of the Bidder;

d) Copy of the Certificate of Incorporation or similar document.

## **7. ENVELOPE NUMBER 02 - PRICE PROPOSAL**

**7.1.** The Price Proposal (Annex I) shall be in English, clearly written without amendments, deletions, additions or interlineation and it may not contain ambiguous or contradictory provisions.

7.1.1 The price proposal on ANNEX I, signed and stamped, must state the total price for the entire door-to-door service in **American Dollars (USD)**. Price proposals sent in a different format will be disqualified.

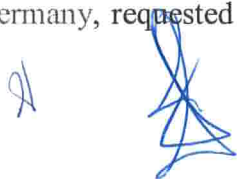
7.1.2 The price quoted must include all taxes, fees, charges and surcharges and must be final for each international door-to-door removal service.

7.1.3 The International Transportation service described on this Bidding Process must include the assessment of the volume to be transported, packing, loading, and storage in a total of 90 days (storage at the origin, transit and in Brazil before the final delivery);

7.1.4 The CONTRACTED PARTY shall make available all the materials, equipment, tools and utensils required, including the possibility of using lifting;



- 7.1.5 All furniture to be transported must be disassembled, packaged (in originated) and assembled (at destination) by a CONTRACTED PARTY employee. At least three (3) employees must be provided with the uniform, tools and accessories necessary for disassembly/ assembly and loading / unloading;
- 7.1.6 Crystals, ceramics and glass should be packed in triplex cartons or specific box, protected with shredded paper, tissue paper or straw. Fragile items should be marked with clearly marks;
- 7.1.7 Furniture, refrigerators, pianos, washing machines, stoves, electrical appliances and all other similar objects should be wrapped in corrugated paper after poly bubble plastic protection or similar;
- 7.1.8 The arrangement for Antique/Relic inspection at residence or at warehouse if required, being fully responsible for dealing with all export/import documentation (paper works and full assistance for the application), costs and administrative procedures, insurance, freight, handling and payment of taxes, customs clearance, handling and payment of port charges, port dues, unpacking (carefully and placed in the local specified by the SERVICEMAN), assembly and/or fitting up, appropriate discarding of debris, and “demurrage” charges. **That means: all expenses will be paid by the PARTY CONTRACTED and his PARTY SUBCONTRACTED.**
- 7.1.9 The BIDDER shall submit one price proposals, as ANNEX, considering that only ONE proposal from ONE bidder, entitled the winner, will be chosen:
- 7.1.9.1 ANNEX I: Door-to-door international maritime transport service of domestic goods from Germering (Germany) – São José dos Campos (Brazil), as follow:
- 7.1.9.1.1 The Proposal **CAN NOT BE ABOVE USD 12,457,67**
- 7.1.10 If the volume of HOUSEHOLD GOODS to be transported is less than the maximum allowance volume / insurance value describe, the PARTY CONTRACTED must charge BACE for the **actual** volume / insurance.
- 7.1.11 The actual volume of HOUSEHOLD GOODS to be transported is a net figure for the SERVICEMAN’s HOUSEHOLD GOODS. BIDDERS must submit a price proposal that includes the following: HOUSEHOLD GOODS, packing, crating for fragile items with clearly marks, collection, storage, insurance, ocean freight, administrative and any other costs, for the **full door-to-door service** from the SERVICEMAN RESIDENCE IN Germany to the SERVICEMAN RESIDENCE IN BRAZIL and according to specifications on this Invitation to Bidding Process and on ANNEX I:
- 7.1.12 **Please note the expression “HOUSEHOLD GOODS” for the purposes of this Bidding Process must include:**
- 7.1.12.1 Items inspected at the SERVICEMAN’s residence at the time of the survey;
- 7.1.12.2 Items to be purchased by THE SERVICEMAN after the survey. The SERVICEMAN will produce a comprehensive list of items to be purchased after the survey and hand it to the BIDDER during the survey.
- 7.1.12.3 The removal from Germany must be on the address and dates for collections in Germany, requested by the SERVICEMAN through written letter, phone call



or email with, at least, 7 days before the first intended collection date and must arrive to the SERVICEMAN RESIDENCE IN BRAZIL not less than 01 (one) month after this date nor more than 03 (three) months of this date.

**7.2.** The Price Proposal shall be valid for thirty (60) days from the date of Price Proposals analysis.

**7.3.** If the deadline set out in clause 7.2 is not expressly stated in the proposal, the validity period of sixty (60) 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 expiration mentioned above.

**7.5.** The costs contained in the Bidding must be expressed in American Dollars (USD).

**7.6.** The proposals should be included all costs and expenses, such as direct and indirect costs, taxes, VAT, administration fee, materials, services, social security, labour, insurance, income and other encumbrances that might relate to the object.

**7.7.** The Price Proposal will be the sole responsibility of the BIDDER. Price Proposals that offer a reduction against the lowest offered price by Bidders, or any similar wording, in whole or in part will not be considered.

**7.8.** Under no circumstances can the presented Price Proposals be altered, whether regarding price, payment terms, deadlines or any other condition which modifies its original terms after submission.

## **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 and Price Proposal Envelope, respectively;
  - ii) Opening of Qualification Envelopes: opening of Qualification Envelopes, in the presence of the interested parties, by the Permanent Bidding Commission, which confer and examine the submitted documentation, that shall bear the initials of all Bidders' legal representatives present;
  - iii) Envelopes containing Price Proposals will be received, kept in a safe at BACE.
  - iv) Signatures of representatives of Minutes of Meeting.
- c) Phase 3 – Analysis of the Qualifications Documents:
  - i) Verification of clause 4 of this Bidding Process by the PTC;
  - ii) Writing of the minutes 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 three working days for the Bidders to submitted new documentation.
- d) Phase 4 – Publication of the Qualification Minutes at BACE website, and start of the appeal period;
- 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.
  - ii) Proposal shall bear the initials of all Permanent Bidding Commission members and by the Bidder's legal representatives attending the meeting.
  - iii) Signatures of representatives of Minutes of Meeting.



- g) Phase 7 - verification of conformity and evaluation of each proposal and respective prices with the requirements constant in the Bidding Process and Annexes, by BACE, disqualifying nonconforming and incompatible proposals accordingly;
- h) Phase 8 – classification of proposals and writing of the minutes of meeting containing all information, including the Winning Bidder and disqualified Bidders;
- i) Phase 9 – Publication of the Price Proposal Minutes 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 of this Bidding Process and granting the object to the WINNING BIDDER; and
- k) Phase 11 – Publication of the Winning Bidder.

**8.2** After the opening of the envelopes, all documents and the proposals contained therein will be initialed by all present BIDDERS' representatives and all members of the PTC. BACE will not accept any Price Proposal by those abstaining from initialing 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 any proposal, except in the event that unexpected facts arise that are accepted by BACE in its absolute discretion.

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

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

**8.7.1.** In the event the invited bidders do not offer quotation for the services and material object of this Bidding Process, and a minimum number of offers is not reached, such circumstances should be duly justified in the process. The Bidding Process may have to be repeated if the above mentioned circumstances take place.

**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 JUDGMENT OF PROPOSALS**

**9.1** This Bidding Process is classified as lowest price per item and the evaluation and judgment of the Price Proposals will be made according to the following criteria:

**9.1.1.** Each Price Proposal will be evaluated and judged to see if it complies with the requirements of this Bidding Process by the PTC. The PTC will classify Bidders using the lowest price criteria for this Bidding Process. The classification will be in order of prices offered;

**9.1.2.** the deadline for judgment of the proposals shall be two (2) working days from the date the Price Proposals are opened and may be unilaterally extended upon notification by the PTC;





**9.1.3.** the PTC may request technical advice from experts or specialists belonging to the Brazilian Aeronautical Command or from other individuals or legal entities which are not part of the Brazilian Aeronautical Command in order to make its decision;

**9.1.4.** in case of a tie between two or more Price Proposals, it will be resolved by the drawing of lots, in the presence of all Bidders; and

**9.1.5.** in the evaluation of Price Proposals the Winning Bidder will be the Bidder which offers the lowest price for each quoted item, provided that:

a) the Price Proposal should be made to two decimal places.

b) Bidders must state the total price offered which shall include all incidental charges such as: cost, taxes, fee, other costs and any other costs associated with the provision of services, exempting BACE from being charged any additional costs.

c) The bidders compete only with respect to the total Bid.

## **10. DISQUALIFICATION OF PROPOSALS**

**10.1.** After evaluation, a Bid will be disqualified if it:

a) does not meet the requirements contained in this Bidding Process;

b) presents offers and advantages not anticipated in this Bidding Process or offer advantages based on the offers of other Bidders, including reduction against the lowest offered price by Bidders,

c) symbolic prices or proposals with the price set at zero; or

d) presents unfeasible prices.

## **11. APPROVAL PROCESS AND AWARD OF OBJECT**

**11.1.** The final result of the Bidding Process will be registered in a minute, in which the PTC will register the Winning Bidder and justify, in detail, the reasons for the disqualification or rejection of the other Bids.

**11.2.** Once the minute has been signed, the PTC will announce its decision and shall set a deadline of two (2) working days for any qualified BIDDER to present an appeal.

**11.3.** After the legal period for filing an appeal has ended and the existing appeals have been analysed and decided upon, the minutes will be submitted to the Head of BACE for approval and to make the Award.

**11.4.** The minutes containing the approval and Award will be detailed in the Process.

**11.5.** The winning bidder will be required to maintain the commitment of this bid for a period of sixty (60) days from the delivery of the proposal, being released from this commitment if the period expired without BACEs notification.

**11.6.** In the event of Qualifying documents and the Price Proposals from all BIDDERS are disqualified, PTC may propose to BIDDERS a new deadline of 3 (three) working days to submit new documentation, solving the causes that have generated the disqualification. The new proposals, with no alteration of the original price proposed, must be presented in a public meeting, with the date to be informed by the PTC, observing the procedures of evaluation and judgment.

## **12. CONTRACTING THE SERVICE**

**12.1.** The contract will be formalized through a Purchase Contract submitted by the Winning Bidder, according to the legislation in force in the UK, and will be based on the specifications and conditions of this Bidding Process and its Annexes.

**12.2** Issues of interpretation, or clarification should be resolved by the BIDDER prior to bidding.

**12.3** BACE reserves the right to withdraw, cancel and/or modify the BIDDING PROCESS at any time, before or after making public its results; cancellation will not imply any right of



indemnity to the BIDDER. In the event of such changes/cancelation BACE will inform the BIDDERS as soon as reasonably practical.

12.4 BACE can modify the project to include a new origin or destination city, as well as container specifications, but respecting increases and decreases in the amount of services up to a limit of 25% of the initial value and proving the updated market value with the same information required in each annex.

12.5 We acknowledge that in some instances, the PARTY CONTRACTED will subcontract the services described in this invitation to Bidding Process to a Company in Brazil, however, the PARTY CONTRACTED will not be permitted at any time to transfer responsibility for the service to any third party. BACE will hold the PARTY CONTRACTED responsible for the entire service whether it has been performed or not by the PARTY CONTRACTED.

12.6 BACE may, at any time, request additional information, documents or clarifications from the BIDDER.

12.7 The BIDDER is responsible for the accuracy and legitimacy of all information and documents submitted at each stage.

12.8 The BIDDER is responsible for expenses incurred in the preparation and submission of a Price Proposal, and during the negotiations of the object of this invitation to Bidding Process.

12.9 The PARTY CONTRACTED is fully responsible for organizing and providing Insurance for the HOUSEHOLD GOODS to be transported from door-to-door. Should there be any disputes the PARTY CONTRACTED is responsible for dealing with the Insurance Company on Behalf of the SERVICEMAN and solving any disputes. The insurance mentioned must be valid from the 1st collect until the delivery of all HOUSEHOLD GOODS to the SERVICEMAN new address in Brazil.

12.10 BACE will book an appointment and inform a date for BIDDERS to attend at the residence of the SERVICEMAN to perform a survey of the HOUSEHOLD GOODS for the purposes of measuring, packing and insurance.

12.11 The packing and collection of the HOUSEHOLD GOODS must be in line with international removals standards and all packing materials provided by the BIDDER that wins this Bidding Process, must be of FIRST CLASS QUALITY.

12.12 The SERVICEMAN may choose to pack some items himself. In this case, the PARTY CONTRACTED may check the items, during the first visit to the SERVICEMAN'S residence. The PARTY CONTRACTED must provide enough packing materials, of FIRST CLASS QUALITY, to enable the SERVICEMAN to wrap the items himself.

12.13 The PARTY CONTRACTED must provide special packing (E.G. wooden crate) for items such as Plasma/LCD TV, computers, glasses, paintings, etc.

12.14 The HOUSEHOLD GOODS will be collected on or delivered to any floors, and it must include assembling and dismantling of items and discarding of debris.

12.15 THE PARTY CONTRACTED is responsible to check and arrange, in the SERVICEMAN residence in Germany, the best time table, and location of trucks during the removal time.

12.16 The SERVICEMAN will book up to 03 (three) collections within the period to be asked by the SERVICEMAN.

12.17 The volume is the net figure which the SERVICEMAN is entitled to, excluding packing materials and lift vans, however, it is imperative that all items of HOUSEHOLD GOODS are packed and put into waterproofed fumigated lift vans (please include sanitary certificate) or similar. Therefore, ensure your quotation takes these observations into consideration.



12.18 Please note the HOUSEHOLD GOODS must be inspected to check the total actual volume to be transported. The SERVICEMAN is entitled to the volume / insurance stated as the maximum allowance of each individual annex. However, if the HOUSEHOLD GOODS to be transported do not add up to the PARTY CONTRACTED must charge BACE for the ACTUAL volume / insurance. However, In the event that the total volume and/or insurance of the SERVICEMAN's HOUSEHOLD GOODS exceeds the amount authorized by BACE, a written communication must be sent to BACE, and the SERVICEMAN will pay the difference in value for the transport costs. As described below the actual volume is a net figure for the SERVICEMAN's HOUSEHOLD GOODS only, excluding packing, lifts vans, etc. Packaging, lifts vans, and all other items necessary to perform the removal satisfactorily must be provided but on top of the actual net figure allowance for the SERVICEMAN.

12.19 The PARTY CONTRACTED is responsible for all aspects of the removal and for complying with all legislation and rules for customs clearance in Germany and in Brazil. Please also note that the PARTY CONTRACTED must inform the SERVICEMAN all necessary documents for Customs Clearance with enough time for the SERVICEMAN to provide the documents.

12.20 All the contacts with the SERVICEMAN regarding any aspect of the transportation service MUST be DIRECTLY by the PARTY CONTRACTED. The subcontracted companies are NOT allowed to directly contact the SERVICEMAN, except the delivery company in Brazil.

12.21 The PARTY CONTRACTED is responsible for organizing and managing all aspects of insurance for the HOUSEHOLD GOODS, to cover the full door-to-door service, from the SERVICEMAN's residence in Germany, through the Germany Warehouse (period of storage) to the SERVICEMAN's residence in Brazil. The insurance must be UP TO the full amount authorized by BACE and correspond to the value declared by the serviceman. The insurance must be comprehensive and must include the full door-to-door; irrespectively of the amount of time, it takes for the transportation service.

12.22 For each collection, a detailed inventory of the SERVICEMAN'S personal items (HOUSEHOLD GOODS) must be produced by the PARTY CONTRACTED; the inventory will be confirmed by the SERVICEMAN and handed to the PARTY CONTRACTED. The final amount to be insured must not exceed the amount authorized by BACE. In the event that the total value of the SERVICEMAN's HOUSEHOLD GOODS exceeds the amount authorized by BACE, a written communication must be sent to BACE, and the SERVICEMAN will pay the difference in value for the insurance costs.

12.23 The PARTY CONTRACTED will be responsible for the packing list in a way that the items boxed could be identified as best as possible.

12.24 All HOUSEHOLD GOODS must be insured by the PARTY CONTRACTED for the whole door-to-door service (including but not limited to the Ocean Freight), according to the data listed on the HOUSEHOLD GOODS inventory. The inventory must be attached to the INSURANCE FORM provided by the agent.

12.25 In the event of an insurance claim by the SERVICEMAN it must be done free of charge with no "excess" or any other payments, taxes or fees required.

12.26 BACE does not accept liability for any additional costs, taxes or fees that may incur due to negligence of the PARTY CONTRACTED or any other PARTIES SUB-CONTRACTED.

12.27 The PARTY CONTRACTED must inform the CUSTOMS AUTHORITIES of the diplomatic status of the SERVICEMAN and his HOUSEHOLD GOODS, in specific cases where the serviceman has this status. The PARTY CONTRACTED must inform the CUSTOMS AUTHORITIES that the SERVICEMAN is an employee of the Brazilian Government or member of BACE.



12.28 The PARTY CONTRACTED is responsible for covering the costs of Demurrage and any other taxes, fees or charges that may apply. BACE / the SERVICEMAN will not be responsible for Demurrage except in cases of Force Majeure. For the purposes of this invitation to Bidding Process Force Majeure is defined as an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), that prevents one or both parties from fulfilling their obligations under this agreement.

12.29 The PARTY CONTRACTED must provide the name and the contact details in Brazil of the party subcontracted before the vessel carrying the household goods leave Germany.

12.30 The PARTY CONTRACTED must insure the HOUSEHOLD GOODS and provide name and contact details of the agent or representative of the insurance company before the first collection date.

12.31 DEADLINES – The PARTY CONTRACTED must adhere to these deadlines:

12.31.1 Up to 07 (seven) consecutive days from the date of request – To remove the items of HOUSEHOLD GOODS from the SERVICEMAN's residence. Only the SERVICEMAN may, by written request, change this deadline.

12.31.2 Up to 05 (two) working days after the date of shipping, to provide the following information to BACE:

*I The name of the vessel reserved for the service;*

*II Date of departure;*

*III Estimate date for the HOUSEHOLD GOODS to arrive in Brazil;*

*IV Wherever applicable, to provide evidence that the SERVICEMAN's VAT refund documents were sent to the Customs Authorities of Germany;*

*V Copy of the BILL OF LADING;*

*VI Copy of the INSURANCE POLICY, confirming the HOUSEHOLD GOODS have been insured;*

*VII Copy of the inventory list for all HOUSEHOLD GOODS. This list must be equal to the Insurance policy inventory;*

12.31.3 At the expiry of the days of storage the PARTY CONTRACTED must dispatch the HOUSEHOLD GOODS on the first available vessel to leave the port of origin. The deadline to dispatch the HOUSEHOLD GOODS is 10 (ten) consecutive days from the last day of storage in Germany.

12.31.4 The PARTY CONTRACTED must inform the SERVICEMAN, within 5 (two) consecutive days from the receipt of the Purchase Order, an extensive list of all required documents that the SERVICEMAN must supply in Germany and in Brazil for the door-to-door service and for customs release.

12.32 This Invitation to Bidding Process will be regulated by English Law and interpreted, evaluated according to the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgment.

12.33 The PARTY CONTRACTED will be responsible for ensuring a list containing all necessary documents for the Shipment and for Customs Release and any other necessary procedures is sent to the SERVICEMAN.

12.34 The PARTY CONTRACTED must provide all relevant information (company name, address, contact person, telephone, and any other relevant piece of information) to the SERVICEMAN, with regards to any agents or PARTIES SUBCONTRACTED.

### **13. RENDERING AND DELIVERY OF SERVICE**



13.1. The services should be provided following the receipt, by the Winning Bidder, of the Service Order issued by the and signed by Head of BACE.

13.2. After receiving the Purchase Order, the CONTRACTED PARTY shall commence the execution of the contracted object, as established in the ANNEX I – Basic Project.

13.2.1. If there is a need to extend the period, the Contracted Party shall submit a prior and formal request to the Head of BACE, with justification sent to the Controller.

13.3. 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.

13.4. Upon the giving of a favourable opinion by the Controller, the Contracted Party will issue an invoice, which will be paid by BACE.

13.5. The contracting will be formalized after the issuance of a Purchase Order.

13.6. In no event shall the Company unilaterally interrupt the provision of the services, on the grounds of default by the Administration

#### 14. PAYMENT METHODS

14.1. The Payment for each transport is conditional upon the satisfactory completion of the door-to-door Transportation Service as detailed in this Invitation to Bidding Process and on ANNEX I.

14.2. The payment of the transport describe at 14.1 will occur in different moments, as follow:

14.2.1 **Shipment** (once items have been placed on the vessel); and

14.2.2 **Delivery** (once the SERVICEMAN has signed the **Certificate** for the completion of the door-to-door service and BACE has received the aforementioned certificate).

14.3. The invoices should be issued to BACE.

14.4. The first invoice (50% of the specific service) should be sent to **BACE** immediately after the HOUSEHOLD GOODS, described in this Invitation to Bidding Process, are shipped to Brazil along with the bill of lading and inventory.

14.5. The second invoice (the remaining 50% of the specific service) should be sent to BACE after the Goods have been delivered to the RESIDENCE IN BRAZIL and **“The Certificate of Receipt of Goods” has been signed by the SERVICEMAN, confirming the service has been completed satisfactorily.**

14.6. In the event of an insurance claim (HOUSEHOLD GOODS being damaged or lost), the payment of the 50% remaining will be done by BACE after the insurance company pays the SERVICEMAN all sums due for the claim, and after the SERVICEMAN has signed and sent to BACE the certificate of receipt of goods.

14.7. Providing the SERVICEMAN is satisfied with the service provided, and has signed the appropriate **Certificate**, and any insurance claims have been dealt with satisfactorily, BACE will pay both Invoices within 30 days of receipt.

#### 15 CHALLENGING THIS BIDDING PROCESS

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

15.2. A timely appeal submitted by a Bidder will not prevent it from participating in the bidding process whilst waiting for a final decision on the appeal to be made.



**15.3.** Any citizen may challenge, in writing, the terms of this Bidding Process up to two (2) working days before the date established for submission of Qualification and price proposal Envelopes and opening of the Qualification Envelopes.

**15.4.** 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.

## **16 ADMINISTRATIVE APPEAL**

**16.1** . An appeal against any act of PTC should be directed to addressed to the President of the PTC. This authority may reconsider the decision of the PTC within two (2) working days. The Head of BACE may send the petition, within that same period, to a higher authority which shall render a decision within two (2) working days from the receipt of the appeal from the Head of BACE.

**16.2** During the appeal period, the procedure records file will be open for examination by Bidders at a place determined by the PTC. Under no circumstances will those records be removed from the premises determined by the PTC.

**16.3.** The appeal judgment results will be sent to all Bidders by letter or e-mail.

**16.4.** An appeal against any act of PTC should be submitted in writing via email to bid@bace.org.uk or registered post to the General Protocol Department of BACE, located at 16 Great James Street, London, WC1N 3DP, and addressed to 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.

**16.5** . The following appeals will be admitted to the BACE's actions during this Bidding:

**16.5.1.** 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:

qualification or disqualification of Bidders;

proposal judgment;

annulment or revocation of bidding process;

refusal to registration in the suppliers database, or the alteration or cancellation of exiting registration;

contract rescission by unilateral decision from BACE;

imposition of written warning or temporary suspension.

**16.5.2.** 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.

**16.5.3.** After receiving the appeal, it will be notified to the others Bidders, who may submit counter-arguments within two (2) working days.

**16.6.** 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.

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

## **17. BUDGET**

**17.1.** The costs for executing the object of this bid shall be funded by specific budget allocations at BACE's internal system (ND 339033, FNT 010000000) assigned by the Union for the Ministry of Defence — Air Force Command — BACE for the year 2021.



## **18. ADMINISTRATIVE SANCTIONS**

**18.1.** In the event of the occurrence of any legal infringements, especially of non-performance of an obligation by the Contracted Party, it will be subjected to the following sanctions, guaranteed the full defence:

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

**18.2.** The penalties provided for in items “a” and “b” of clause 18.1. shall apply, as appropriate, as follows:

**18.2.1.** Written Warning: If the Contracted Party breaches the terms and conditions of the Contract for the first time, the Controller, after become aware of the breach, shall give the Contracted Party two (2) working days to remedy the breach, without prejudice to the penalties set out in clause 18.1.(b).

**18.3.** The warning referred to in clause 19.1(a) shall not prevent BACE from terminating the Contract and applying the penalties set out in clause 18.1(b).

**18.4.** 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.

**18.5.** The penalties foreseen in this Bidding Process or in the Contract are independent and can be applied separately or jointly, without prejudice to any other remedies which may be sought by BACE.

## **19. INSPECTION OF SERVICES**

**19.1.** BACE shall monitor and inspect the services of the Contracted Party 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 contravention 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 invoices issued by the Contracted Party and refuse them if inaccurate; and
- f) propose administrative sanctions for non-compliance by the Contracted Party of the Contract.

**19.2.** The Head of BACE and the Controller may, at any time, carry out control activities.

**19.3.** 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.

**19.4.** The Contracted Party is obligated to make the repairs requested by the Controller within two ( 5 ) working days from the date of receipt of the request.

## **20. ANNULMENT OR REVOCATION OF BIDDING**

**20.1.** The Head of BACE may revoke this bidding process at any time, if there are reasons of public interest or any other justification for so doing. The Head of BACE will then annul it by notice in writing to that effect to all parties.

**20.2.** The annulment of the bidding process, by reason of illegality, generates no obligation on BACE or rights for the Bidders.

## **21. FORUM**



**21.1.** Any claim or dispute arising out of this Bidding Process shall be heard in the courts of England and shall be governed by English law. All Bidders hereby submit to the jurisdiction of the English Courts.

**22. FINAL PROVISIONS**

**22.1.** Any request for clarification of this Bidding Process and its appendices should be sent in writing, email or facsimile, and received by the PTC by the second business day preceding the opening of “Qualification and Price Proposal” envelopes, which is addressed 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.

**22.2.** 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.

**22.3.** 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.

**22.4.** Any cases not described in this Bidding Process shall be resolved by the PTC.

**22.5. PRICE ADJUSTMENT:** The prices of the Contract are non-adjustable.

**22.6. ADDITIONS AND SUPPRESSIONS:** Additions and/or suppressions will always be made based on opinions or justifications and will be formalized through an amendment to the original contract.

**23. ANNEXES:**

**ANNEX I –PRICE PROPOSAL DRAFT**

**ANNEX II- BIDDER STATEMENT**

**ANNEX III – LEGAL REPRESENTATIVE LETTER**

London, 20 April 2021.

By:



LETICIA MOTA DE SOUZA Lt. Col.  
Chief of Procurement and Contracts Division

Approval:



JORGE MAURICIO MOTTA Colonel  
Head of BACE





**ANNEX II  
BIDDER STATEMENT**

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

To  
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.  
Permanent Tender Commission

RE: BIDDING PROCESS NO. 11/BACE/2021

Dear Sir/Madam,

I, [\_\_\_\_\_], holder of valid identity card / passport No. [xxxxxxxxxxxxxx], Holder / Partner or Director of [COMPANY NAME], declare that the company is not in bankruptcy, insolvency, suspended or prevented from bidding or any commercial transaction with the Public Administration.

I further declare that the company is aware of the entire content of Bidding Process No. 11/BACE/2021 and its Annexes, and that it fully accepts and submits to the conditions and requirements contained therein, as well as to the legislation pertinent to the subject.

A copy of my valid ID / passport is attached.

---

Complete Name of the Signing Authority  
Identification of the BIDDER

(Please present a valid original Passport or identity card of the Legal Representative  
along with this letter)



**ANNEX III**  
**DRAFT OF LEGAL REPRESENTATIVE LETTER**

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

To  
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.  
Permanent Tender Commission

RE: BIDDING PROCESS NO. 11/BACE/2021

Dear Sir/Madam,

I, \_\_\_\_\_, in conformity with the terms of the Bidding Process No. 11/BACE/2021, acknowledge Mr./Ms. \_\_\_\_\_ as our legal representative, identified vide document No. \_\_\_\_\_, to whom we attribute the most extensive powers, including the lodging of appeals, when applicable, as well as to undertake, withdraw, sign documents and minutes and perform all other acts relative to this Bid.

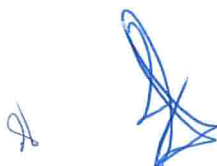
I also declare the full knowledge of all aspects relating to this Bidding Process No. 11/BACE/2021.

Attached is a copy of my valid identity card/passport.

---

Complete Name of the Signing Authority  
Identification of the BIDDER

(Please present a valid original Passport or identity card of the Legal Representative along with this letter)



**FINAL PRICE FOR RELOCATION FROM GERMERIN (GERMANY) TO SÃO JOSÉ DOS CAMPOS (BRAZIL)**

Details	
Route	GERMERING (GERMANY) TO SÃO JOSÉ DOS CAMPOS (BRAZIL)
Freight	Maritime
Maximum allowance volume (cbm)	18
Maximum value of goods for insurance purposes (USD)	\$74,685,00

Breakdown (USD)	
Price per cbm	\$
Total	\$
Fees (departure and destination)	\$
Total insurance (%)	\$
<b>Total for relocation</b>	<b>\$</b>

\*please change the formula according to the actual %

**Observations:**

Volume:

Please note that if the volume to be transported is less than 18m3 the PARTY CONTRACTED must charge BACE for the ACTUAL volume. Actual volume is a net figure for the SERVICEMAN's HOUSEHOLD GOODS only, excluding packing, lifts vans, etc. Packaging, lifts vans, and all other items necessary to perform the removal satisfactorily must be provided but on top of the actual net figure allowance for the SERVICEMAN.

Fees:

The SERVICEMAN will book up to 03 (three) collections. Total of 90 days storage in Germany and Brazil must be included. The BIDDER must predict the costs and must complete this item with the proposed price. Proposals that contain costs to be inserted afterwards will not be accepted.

Insurance:

The lift vans must be placed into a sole use container. The lift vans must be waterproofed fumigated and must be fixed within the container to ensure it doesn't move during transport. The PARTY CONTRACTED is responsible for all aspects of the removal and for complying with all rules and legislation for customs clearance in GERMANY and in Brazil.

**Total:**

Final price for one International door-to-door removal service from GERMERING (GERMANY) TO SÃO JOSÉ DOS CAMPOS (BRAZIL) considering all costs involved (in USD).

**Total Price Proposal for relocation is:**

\$0.00

please use the space above to write the total amount in words

Name and stamp of the Company:  
 Name of Authorised representative:  
 City and date:

