



**MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND**

**BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

16, GREAT JAMES STREET, LONDRES, REINO UNIDO, WC1N 3DP

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**BIDDING PROCESS Nº 18/BACE/2022**

**PROCESS Nº 67103.220094/2022-78**

It is made public that the Federal Union - Ministry of Defence - Aeronautical Command, through the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE - BACE, headquartered at 16, Great James Street, London United Kingdom WC1N 3DP, shall conduct a bidding process, in the form of PUBLIC AUCTION, in the form of indirect execution, under the system of lowest unit price, obeying the principles of isonomy, selection of the most advantageous proposal for the Administration, legality, impartiality, morality, publicity, efficiency, equality, public interest, planning, transparency, effectiveness, segregation of duties, motivation, administrative probity, binding to the summoning instrument, objective judgment, legal security, reasonableness, competitiveness, proportionality, celerity and economy, and the requirements established in this Bidding Process.

Date of Session: 05/12/2022

Time: 15:00H

Place: 16, Great James Street, London United Kingdom WC1N 3DP

Judgment Criteria: Lowest rate percentage value

Execution System: Unit Price

**1. OBJECT**

1.1 The object of this bidding is to select the most advantageous proposal for hiring an insurance company with the capacity to promote full coverage, on demand, in the door-to-door mode, against all risks and damages for materials and equipment of military and aeronautical nature under the conditions and requirements established in this Terms of Reference and its annexes.

1.1.2 The object of the bidding has the nature of common service insurance coverage of assets belonging to FAB.

1.1.3 The monetary value covered by the insurance will be on demand, however, statistical data relating to 5 (five) years of the values of the imported and exported materials will be presented in Annexes 1 and 2 of the Reference Term, as well as the costs and freight expenses for the purpose of projecting the coverage to be contracted.

1.1.3.1. Establishing exact values are unpredictable, since it is not possible to identify in advance the future winners of the bidding event, as well as where these materials will be purchased or repaired, as well as where they will be delivered by potential suppliers. It is also added that it is not known what the limits of credits approved by the Brazilian National Congress and other circumstances are.

1.1.4. This contract shall adopt as an indirect task execution regime.

1.1.5. The term of the contract is twelve (12) months, and may be extended, in the interests of the parties, up to a limit of 60 (sixty) months.

## 2. THE BUDGET RESOURCES

2.1 The expenses arising from the contracting shall be borne according to the budget classification: Action 2048 – Aircraft Supply and Maintenance Support, in the Expense Nature 339039, or other Programs and Actions that may provide such support.

## 3. ACCREDITATION AND OPENING OF THE SESSION

3.1 In the public session for receipt of proposals and qualification documents, the bidder/representative shall present itself for accreditation before the Auctioneer duly provided with document that accredits him/her to participate in this bid, and shall also identify him/herself by presenting the ID card or other equivalent document. The representative who appears in the Dun & Bread Report will be automatically considered accredited and must present identification document.

3.2 In cases of representation, the accreditation shall be made through a public power of attorney or statement of the bidder with powers for the accredited person to speak on his behalf at any phase of this bid (Annex III), and may formulate offers and bids and perform all other relevant acts of the bidding, on behalf of the bidder.

3.3 Each accredited person may represent only one bidder.

3.4 At this stage, the representative shall submit:

- a) Declaration of compliance with the requirements for qualification (ANNEX V) and ANNEX III, if any.
- b) Envelopes containing the price proposal and qualification documents, separate, non-reclosable and closed, with the following wording on the outside and front, in highlighted characters:

BID Nº 18/BACE/2022 BIDDER: _____[COMPANY NAME] ENVELOPE Nº 02 – QUALIFICATION DOCUMENTS
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BID Nº 18/BACE/2022 BIDDER: _____[COMPANY NAME] ENVELOPE Nº 01 – PRICE PROPOSAL
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3.5 To the interested bidders it is reserved the right to send the Declaration of Compliance with Qualification Requirements (ANNEX V) and the envelopes Commercial Proposal and Qualification Documents by mail, provided that they are registered at the Brazilian Aeronautical Commission in Europe, with all identification of the bidder and relevant data to the bidding procedure and, at least 30 minutes prior to the scheduled opening of the public session mentioned above.

3.6 The entire procedure of submission and regularity of information and content of the documents referred to in item 3.4 is at the risk of the bidder.

## 4. CONDITIONS OF PARTICIPATION

4.1 May participate in this Bidding interested parties whose nature of business is compatible with the subject of this bid, and must submit self-declaration, as per Annex IV, or any document proving the nature of the business (item 9.6 a), at the time of delivering the qualification documents.

4.2 May not participate in this bid:

- 4.2.1 bankrupt or under insolvency proceedings, under competition of creditors, in the process of dissolution, judicial recovery, extrajudicial recovery, merger, division, incorporation or liquidation;
- 4.2.2 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;
- 4.2.3 whose employee of any Body or entity linked to the Ministry of Defence / Aeronautical Command is a partner, manager or technical in-charge;
- 4.2.4 whose commercial branch does not specify activity pertinent and compatible with the object of this bid;
- 4.2.5 that are, directly or indirectly, under the control of the same group of individuals or legal entities of another BIDDER; and
- 4.2.6 legal entity in which there is an administrator or partner with management power, family member of a holder of commissioned or trustworthy position who acts in the area responsible for the demand or contracting or of a hierarchically superior authority in the contracting body.

For the purposes of this item, the spouse, partner or direct or collateral relative, by consanguinity or affinity, up to the third degree, is considered a family member.

4.3 It is also forbidden to use, in the execution of the contracted services, any employee of the future Contracted party who is a relative of a public official occupying a commissioned position or trust position in this contracting agency.

## **5. PRESENTATION OF THE PROPOSAL AND QUALIFICATION DOCUMENTS**

5.1 The Price Proposal, issued by computer or typewritten, written in English, clearly written without amendments, deletions, additions or interlineation duly dated and signed, as well as initialled on all its pages by the bidder or its representative, shall contain:

5.1.1 The characteristics of the object in a clear and precise manner, in compliance with the specifications contained in the Term of Reference.

5.1.2 . The proposal must portray the percentage of insurance rate applied on the estimated value of cargo.

5.1.3 Delivery time, according to the maximum parameter of the Reference Term.

5.1.4 Term of validity of the proposal not less than 60 (sixty) calendar days from the date of its presentation.

5.2 The participation in the bidding implies full acceptance to total by the bidder of the conditions set forth in this Bidding Process and its annexes.

## **6. FILLING IN THE PROPOSAL**

6.1 The presentation of the proposals implies the obligation to comply with the provisions contained therein, in accordance with the Reference Term, and the bidder undertakes to perform the services under its terms, as well as to supply the necessary materials, equipment, tools and utensils, in quantities and quality suitable for the perfect execution of the contract, promoting, when required, its replacement.

6.2 The prices offered, both in the initial proposal, as in the auction bidding stage, shall be the sole responsibility of the bidder, that is not allowed to plead any amendment, under allegation of error, omission or any other pretext.

6.3 The period of validity of the proposal shall not be less than 60 (sixty) days from the date of its presentation.

## **7. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF AUCTION BIDDINGS**

7.1 The Auctioneer will verify the bids submitted, disqualifying those that are not in accordance with the requirements established in this Tender Process.

- 7.2 The disqualification of a proposal shall always be justified and recorded in the Minutes.
- 7.3 The auctioneer will classify the author of the proposal with the lowest price and those who have presented proposals in successive values and higher by up to 10% (ten percent), in relation to the lowest price, to participate in the bidding phase.
- 7.4 When the minimum number of proposal required (three) in the conditions defined in the previous sub-item is not achieved, the auctioneer will classify the best subsequent proposals, up to a maximum of three, so that their authors may participate in the verbal bidding, whatever the prices offered.
- 7.5 The criteria adopted will be the lowest rate percentage value, as defined in this Bidding Process and its attachments.
- 7.6 If the bidder does not submit auction bids, it shall compete with the value of its proposal.
- 7.7 The auctioneer will invite the classified bidders individually, in sequence, to submit verbal bids, starting with the author of the proposal classified as the highest price and the others, in descending order of value.
- 7.8 The bid must be offered for the unit percentage value of the item.
- 7.9 The withdrawal from submitting a verbal bid, when called by the Auctioneer, will imply the exclusion of the bidder from the bidding stage and the maintenance of the last price submitted by him, for the purpose of ordering the proposals.
- 7.10 In the event of a tie between proposals, or between proposal and bid, the tie-breaking criterion will be made through a final dispute, in which case the tied bidders may submit a new proposal in a continuous act to the classification.
- 7.11 If the tie persists, evaluation of the bidders' prior contractual performance, for which registration records should preferably be used for the purpose of attesting to compliance with obligations and, finally, a public draw will be held.
- 7.12 Once the lowest-price final bid has been determined, the Auctioneer may negotiate with the bidder to obtain a better price, observing the judgment criteria, and negotiating conditions other than those provided for in this Process is not permitted.

## **8. ACCEPTABILITY OF THE WINNING PROPOSAL**

- 8.1 Once the negotiation stage is closed, the auctioneer will examine the proposal classified in first place regarding the adequacy to the subject matter and the compatibility of the price in relation to the maximum stipulated for contracting in this Bidding Process and its annexes. The maximum percentage to be accepted as a rate of 0.09% according to item 15.5 of the Terms of Reference.
- 8.2 If there is only one offer and provided that it meets all the terms of this process and that its price is compatible with the estimated value of the contract, it may be accepted.
- 8.3 If the lowest value proposal is not acceptable, or is disqualified, the Auctioneer will examine the subsequent proposal, and so on, in the order of classification, until the determination of a proposal that meets the Bidding Process.
- 8.4 In this situation, the Auctioneer may negotiate with the bidder in order to obtain a better price.
- 8.5 When judging the proposals, the Auctioneer may correct errors or failures that do not change their substance, by means of a reasoned order, recorded in minutes and accessible to all, attributing validity and effectiveness to classification purposes.
- 8.6 If the proposal of the bidder holding the lowest price is acceptable, he must prove his qualification condition, as determined in this Process.
- 8.7 The winning proposal or bid will be disqualified if:
- 8.7.1 does not comply with the requirements set out in this tender process;
  - 8.7.2 it contains an irreparable defect or illegality;
  - 8.7.3 does not present the specifications required by the Reference Term;
  - 8.7.4 submit a final price higher than the maximum fixed price.
- 8.8 If there are indications of unfeasibility of the price proposal, or in the case of need for further clarifications, steps may be taken so that the company proves the feasibility of the proposal.

8.9 When the bidder presents a final price lower than 30% (thirty percent) of the average of the prices offered for the same item, and the unenforceability of the proposal is not flagrant and evident by the analysis of the cost spreadsheet, and its immediate disqualification is not possible, it will be mandatory to carry out steps to verify the legality and feasibility of the proposal.

8.10 Once the analysis regarding the acceptance of the proposal is concluded, the auctioneer will verify the qualification of the bidder, observing the provisions of this Bidding Process.

## 9. QUALIFICATION

9.1 As a precondition to the examination of the qualification documentation of the bidder holding the bid ranked first, the Auctioneer will check for possible non-compliance with the conditions of participation, especially regarding the existence of a sanction that prevents participation in the event or future contracting.

9.1.1 Once the existence of a sanction is verified, the Auctioneer will consider the bidder disqualified, due to lack of participation condition.

9.2 If the conditions for participation are met, the qualification of the bidders will be verified through the presentation of the following documents:

9.3 Legal qualification:

- a) Instrument of incorporation of the supplier;
- b) Document of incorporation of the company, if any; and
- c) Operating license, commercial registration or document authorizing the operation of the company.

9.4 Economic-Financial Qualification:

a) BACE will consult the Dun & Bread website, being considered qualified companies with risk indicator 1 (low) and 2 (low moderate). This risk indicator is directly correlated with the Failure Score and will be used for financial capacity purposes.

b) Company statement (ANNEX II), informing:

i) the bidder's legal name, as it must appear on any futures contract, Tax Registration Number or equivalent, and full address;

ii) that it is not in bankruptcy, insolvency, suspended or prevented from bidding or from any commercial transaction with the Public Administration; and

iii) that it is aware of the entire content of this Bidding Process and its Annexes and that it fully accepts and submits to the conditions and requirements contained therein, as well as the legislation relevant to the subject.

c) Copy of a valid identity document or passport of the legal owner / managing director who is signing the documents on behalf of the Bidder.

d) If the person signing the documents is only a representative, Annex III must be attached together with the qualification documentation, attaching the valid identity document or passport of the legal owner / administrative director who signed the Annex, as well as the representative.

9.5 Technical Qualification:

a) Present at least one Certificate proving to have performed a service similar to the object of the contract. For Certificates issued by private sector companies, those belonging to the same business group as the bidder, its subsidiary, controlled or controlling company and by a company in which there is at least one individual or legal entity that is a partner of the issuing company and of the bidder will not be considered.

9.6 Others

a) Declaration of the company (ANNEX IV), informing the branch of activity of the business or documents of the company that prove the branch of its activity: Certificate of Registration/Incorporation, or Certificate of Incorporation of the company, or Articles of Association, or other organizational document similar;

9.7 The declaration of the winner will take place immediately after the qualification phase.

9.8 If there is a need to thoroughly analyze the required documents, the Auctioneer will suspend the session, informing the new date and time for its continuation.

9.9 The bidder who does not prove his qualification, either for not presenting any of the documents required for that purpose, or for presenting them in disagreement with the provisions of this Bid Process, will be disqualified.

## **10. FORWARDING THE WINNING PROPOSAL**

10.1 The final proposal of the bidder declared the winner must be sent within 48 (forty-eight) hours, counting from the request of the Auctioneer.

10.1.1. The final proposal must be written in English, typed or typed, in one copy, without amendments, erasures, between the lines or reservations, the last sheet must be signed and the others initialed by the bidder or his legal representative.

10.2. The final proposal must be documented in the records and will be taken into account during the execution of the contract and application of any sanction to the Contractor, if applicable.

## **11. ADMINISTRATIVE APPEAL**

11.1. Once the winner has been declared, any bidder may, at the end of the public session, immediately and with reason, express his intention to appeal, when he will be granted a period of three days to present the reasons for the appeal, being the other bidders, from then on, notified to, if they wish, present counter-reasons in the same period, which will begin to run from the end of the appellant's term, being assured of immediate view of the elements essential to the defense of their interests.

11.2 The lack of immediate and motivated manifestation of the bidder as to the intention to appeal will result in the forfeiture of this right.

11.3 It is the responsibility of the Auctioneer to receive, examine and decide on the appeals, forwarding them to the competent authority when it maintains its decision.

11.3.1. The analysis regarding the receipt or not of the appeal, by the Auctioneer, will be restricted to the verification of the timeliness and the existence of motivation for the intention to appeal.

11.4 The acceptance of an appeal, by the Auctioneer, or by the competent authority, as the case may be, will invalidate only the acts that are not subject to use.

11.5. Appeals whose reasons are presented outside the legal deadlines will not be known.

11.6 Appeals must be decided within 05 (five) days.

11.7 The records of the process will remain open to interested parties, at the address contained in this Notice.

## **12. REOPENING OF THE PUBLIC SESSION**

12.1 The public session may be reopened:

12.1.1 In the event of a successful appeal leading to the annulment of acts prior to the holding of the preceding public session or in which the public session itself is annulled, in which case the annulled acts and those dependent on them shall be repeated.

12.1.2 When there is an error in the acceptance of the best ranked price or when the bidder declared the winner does not sign the contract, the procedures immediately following the closing of the bidding stage will be adopted.

12.2 All remaining bidders must be called to attend the reopened session.

12.3 The call will be made by e-mail, according to the stage of the bidding procedure.

12.4 The call made by e-mail will be in accordance with the data contained in SILOMS, being the bidder's responsibility to keep his registration data updated.

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

13.1 The object of the bidding will be awarded to the bidder declared the winner, by act of the Auctioneer, if there is no appeal, or by the competent authority, after the regular decision of the appeals presented.

13.2 After the appeal phase, after verifying the regularity of the acts performed, the competent authority will approve the bidding procedure.

#### **14 PERFORMANCE GUARANTEE**

14.1 There will be no requirement of performance guarantee for this contract.

#### **15. TERM OF CONTRACT OR EQUIVALENT INSTRUMENT**

15.1 After the approval of the bidding process, when the contract is carried out, a Term of Contract or an equivalent instrument will be signed.

15.2 The successful bidder will have a period of 10 (ten) business days, counted from the date of its summons, to sign the Term of Contract or accept an equivalent instrument (service order and commitment note), under penalty of forfeiture of the right to contracting, without prejudice to the sanctions provided for in this Notice.

15.2.1 The period provided for in the previous sub-item may be extended, for an equal period, at the justified request of the successful tenderer and accepted by the Administration.

15.3 Acceptance of the Service Order, issued to the awarded company, implies the recognition that:

15.3.1 said Note is replacing the contract, applying to the business relationship established in this Bid process;

15.3.2 the contractor is bound by its proposal and the forecasts contained in the Bid process notice and its annexes;

15.4 The term of validity of the contract is that established in the Reference Term.

#### **16. READJUSTMENT IN A GENERAL SENSE**

16.1 Prices are not readjustable.

#### **17. RECEIPT OF THE OBJECT AND INSPECTION**

17.1 The criteria for receiving and accepting the object and for inspection are provided for in the Reference Term.

#### **18. OBLIGATIONS OF CONTRACTING PARTY AND CONTRACTED PARTY**

18.1 The Contracting's and Contracted's obligations are those established in the Reference Term.

#### **19. PAYMENT**

19.1 17.2 The payment rules are those established in the Reference Term, attached to this Bid Process.

#### **20. ADMINISTRATIVE SANCTIONS**

20.1 An administrative offense is committed by a bidder/award who:

I - give cause for partial non-performance of the contract;

II - give cause for partial non-performance of the contract that causes serious damage to the Administration, to the functioning of public services or to the collective interest;

III - give cause for the total non-performance of the contract;

- IV - fail to deliver the documentation required for the contest;
- V- do not maintain the proposal, except as a result of a duly justified supervening fact;
- VI – do not enter into the contract or do not deliver the documentation required for contracting, when summoned within the validity period of its proposal;
- VII - give rise to delaying the execution or delivery of the object of the bidding without justifiable reason;
- VIII - submit a false declaration or documentation required for the bidding process or provide a false declaration during the bidding process or the execution of the contract;
- IX - defraud the bidding or perform a fraudulent act in the execution of the contract;
- X - behave in a disreputable manner or commit fraud of any nature; and
- XI - practice illicit acts with a view to frustrating the objectives of the bidding process.

20.2 The bidder/contractor who commits any of the infractions described in the previous sub-items will be subject, without prejudice to civil and criminal liability, to the following sanctions:

20.2.1 Warning for minor faults, understood as those that do not cause significant damage to the object of the contract;

20.2.2 Fine in the amount of damage caused to the Administration by the bidder's conduct;

20.2.3 Suspension from bidding and impediment of contracting with the body, entity or administrative unit through which the Public Administration operates and acts concretely, for a period of up to two years;

20.3 The fine penalty may be applied cumulatively with the other sanctions.

20.4 The application of any of the penalties provided will be carried out in an administrative process that will ensure the adversary system and the full defense of the bidder/contractor.

20.5 The competent authority, in the application of sanctions, will 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, observing the principle of proportionality.

20.6 Sanctions for acts performed during the contracting process are provided for in the Reference Term.

## **21. CHALLENGING THE BID PROCESS AND REQUEST FOR CLARIFICATION**

21.1 Up to 02 (two) business days before the date designated for the opening of the public session, any person may challenge this Bid Process.

21.2 A challenge may be made electronically, by email to bid@bace.org.uk or by petition addressed or filed at 16, Great James Street, London United Kingdom WC1N 3DP.

21.3 It will be up to the Auctioneer, assisted by those responsible for the preparation of this Bid Process and its annexes, to decide on the challenge within a period of up to two business days from the date of receipt of the challenge

21.4 Once the challenge is accepted, a new date for the contest will be defined and published.

21.5 Requests for clarification regarding this bidding process must be sent to the Auctioneer, up to 03 (three) business days prior to the date designated for the opening of the public session, exclusively by electronic means via the internet, at the address indicated in the Bid Process.

21.6 The Auctioneer will respond to requests for clarification within two working days, counting from the date of receipt of the request, and may request formal subsidies from those responsible for preparing the Notice and annexes.

21.7 Challenges and requests for clarifications do not suspend the deadlines provided for in the contest.

21.7.1 The granting of suspensive effect to the challenge is an exceptional measure and must be motivated by the auctioneer, in the records of the bidding process.



21.8 Responses to requests for clarification will be disclosed by e-mail and will bind the participants and the Administration.

## 22. FINAL PROVISIONS

22.1 Minutes of the public session of the Auction will be published.

22.2 If there is no office or any supervening event that prevents the holding of the event on the scheduled date, the session will automatically be transferred to the first subsequent business day, at the same time previously established, provided that there is no communication to the contrary, by the Auctioneer.

22.3 All time references in the Bid Process, in the notice and during the public session will observe London - UK time.

22.4 When judging the proposals and qualification, the Auctioneer may remedy errors or failures that do not change the substance of the proposals, documents and their legal validity, by means of a reasoned order, recorded in the minutes and accessible to all, attributing validity and effectiveness to qualification and classification purposes.

22.5 The approval of the result of this bidding will not imply the right to contract.

22.6 The rules governing the bidding will always be interpreted in favor of expanding the competition among interested parties, provided that they do not compromise the interest of the Administration, the principle of equality, the purpose and security of the contract.

22.7 Bidders assume all costs of preparing and submitting their bids and the Administration will not be responsible for these costs, regardless of the conduct or outcome of the bidding process.

22.8 When counting the deadlines established in this Bid process and its Annexes, the start day will be excluded and the expiration date will be included. Deadlines only begin and expire on business days in the Administration.

22.9 Failure to comply with non-essential formal requirements will not result in the bidder's removal, as long as it is possible to take advantage of the act, observing the principles of equality and public interest.

22.10 In case of discrepancy between the provisions of this Bid Process and its annexes or other parts that make up the process, those of this Bid shall prevail.

22.11 The Bid Process is available in its entirety at <https://www.bace.org.uk>, and may also be read and/or obtained at 16, Great James Street, London UK WC1N 3DP, on working days, from 11:00 am to 5:00 pm, the same address and period in which the administrative proceedings will remain open to interested parties.

22.12 This Bid Process, for all purposes and effects, includes the following annexes:

ANNEX I - Price Proposal Model;

ANNEX II - Model Declaration of the Bidder

ANNEX III — Model of the Legal Representative's Cover Letter

ANNEX IV — Model Declaration on the Nature of the Field of Activity

ANNEX V - Declaration Model of compliance with qualification requirements

ANNEX VI – Reference Term

DRAFTED BY:

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Letícia Mota de Souza Ten Cel

Auctionner

APPROVED BY:

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DELMO SIFRÔNIO FREIRE Cel Int

Head of BACE

**ANEXO I**  
**MODELO DE PROPOSTA DE PREÇOS**

From: Identification of the  
participating in the bidding event.

company interested in par-

Destination: Brazilian Aeronautical Commission in Europe (BACE)

1. I forward our Price Proposal in accordance with The Term of Reference No. 01/SM/2022.

**$P = (C + F) \times Tx$ , onde:**

2. Our proposed **Tx** insurance coverage fee for the bidding event will be:

\_\_\_\_\_ % (Enter six decimal places)

3. Our simulation for service provision will be:

P - Simulated value for the provision of the service;

C - Approximate average annual load value = USD 37,400,000.00; and

F - Approximate average annual freight value = USD 600,000.00; and

Tx - Enter the proposal of percentage of charge rate rate with six decimal places.

$$P = (\text{USD } 37,400,000.00 + \text{USD } 600,000.00) \times Tx$$

$$P = (\text{USD } 38,000,000.00) \times Tx$$

$$P = \text{USD } _____$$

4. I declare that I am applying Tx, as stated in item 2, for the simulation of the service provided.

Date: *Inform the date of submission of the proposal*

**Signature of the authorized representative to participate in the Bidding Process**

**Quote the complete name of the participating company**

**ANEXO II**  
**MODELO DE DECLARAÇÃO DA LICITANTE**

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

To  
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.  
Permanent Tender Commission  
RE: BIDDING PROCESS NO. 18/BACE/2022

Company Name:

Owner/Partner or Director of the Company:

Full Company Address:

Tax Registration Number:

**STATEMENT**

I, [\_\_\_\_\_], holder of valid identity card / passport No. [xxxxxxxxxxxxx], 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. 18/BACE/2022 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.

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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. 18/BACE/2022

Dear Sir/Madam,

I, \_\_\_\_\_, in conformity with the terms of the Bidding  
Process No. 18/BACE/2022, 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.  
18/BACE/2022.

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

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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 IV  
NATURE OF BUSINESS**

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

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

RE: BIDDING PROCESS NO. 18/BACE/2022

Dear Sir/Madam,

I, \_\_\_\_\_, in conformity with the letter “a” of the item 9.6 of the Bidding Process No. 18/BACE/2022, declare that the nature of business is related to \_\_\_\_\_ and so it is compatible with the object of this Bidding Process.

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Complete Name of the Signing Authority

Identification of the BIDDER

**ANEXO V**  
**DECLARATION MODEL COMPLIANCE WITH QUALIFICATION REQUIREMENTS**

**DECLARATION MODEL COMPLIANCE WITH QUALIFICATION REQUIREMENTS**

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

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

RE: BIDDING PROCESS NO. 18/BACE/2022

Dear Sir/Madam,

The company \_\_\_\_\_, declares, under the penalties of the Law, that it fully complies with the requirements for its qualification, in the present bidding process, aware of the obligation to declare subsequent occurrences.

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Complete Name of the Signing Authority  
Identification of the BIDDER



**MINISTRY OF DEFENCE  
AERONAUTICAL COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

**TERMS OF REFERENCE 01/SM/2022**

**Legal Basis:** Prepared according to the premises set forth in § 2, of Item II, of Art. 1 of Law No. 14,133/2021.

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## 1. DEFINITIONS

1.1. In order to facilitate the understanding of terminologies and to simplify the composition of the text, the following abbreviations and expressions shall be adopted with their respective meanings following:

1.1.1. *Door-to-Door – Insurance modality* whose coverage starts from the place indicated by the Contracting Party to the Military Organization requesting the Air Force Command (COMAER) in Brazil or the address of the company responsible for the execution of the repair service of the insured good.

1.1.2. Terms of Reference - a set of necessary and sufficient elements, with an adequate level of accuracy, to characterize the services that will be the subject of the bidding. It is prepared on the basis of the indications of preliminary technical studies, which ensure the technical feasibility and proper treatment of related impacts, as well as makes it possible to assess the costs of the services to be provided, as well as define the methods and deadlines for their implementation.

1.1.3. FAB - Brazilian Air Force.

1.1.4. BACE - Brazilian Aeronautical Commission in Europe.

1.1.5. COMAER - Air Force Command.

1.1.6. Aeronautical Purchasing Commissions - BACE and BACW.

1.1.7. Cargo Agent – company contracted by BACE with warehouses located on the continents of Europe, Africa, Asia and Oceania to carry out transport and shipment in the air, sea and land modals of the types of cargo pointed out in item 5.2 of this Reference Term.

1.1.8. Final requester of the property - This is the military organization responsible for opening the volumes, the physical receipt and the attest of the integrity of the materials acquired by fab.

1.1.9. BACW - Brazilian Aeronautical Commission in Washington.

1.1.10. CTLA - Aeronautical Logistics Transport Center.

1.1.11. Contracted Party - Company that won the event after the approval and award of the object of the tender occurs. In this Term of Reference it will also be called Insurance Company.

1.1.12. Open Insurance Policy – Comprises group insurance policies, in which the assets to be held are not known at the outset, and new accesses and exclusions may be allowed.

1.1.13. Accident – any event of material loss to the insured goods caused by damage, loss, theft, accident, disaster.

1.1.14. Contracting Party - Federal Union - COMAER, represented by BACE.

1.1.15. Inspection – Agent designated by BACE to monitor and perform contractual interactions with the Contracting Party.





1.1.16. Investigation – Act to gather information to investigate the truth about a particular fact or occurrence;

1.1.17. UN - United Nations.

## **2. OBJECT**

2.1.1. Hiring an insurance company with the capacity to promote full coverage, on demand, in the door-to-door mode, against all risks and damages for materials and equipment of military and aeronautical nature under the conditions and requirements established in this Terms of Reference and its annexes.

2.1.1.1. Insurance coverage for operations and cargo movements in countries that are under economic sanctions and trade embargoes is excluded from this object,

2.1.2. The object of the bidding has the nature of common service insurance coverage of assets belonging to FAB.

2.1.3. The monetary value covered by the insurance will be on demand, however, statistical data relating to 5 (five) years of the values of the imported and exported materials will be presented in Annexes 1 and 2, as well as the costs and freight expenses for the purpose of projecting the coverage to be contracted.

2.1.3.1. Establishing exact values are unpredictable, since it is not possible to identify in advance the future winners of the bidding event, as well as where these materials will be purchased or repaired, as well as where they will be delivered by potential suppliers. It is also added that it is not known what the limits of credits approved by the Brazilian National Congress and other circumstances are.

2.1.4. This contract will adopt as a regime the contract for unit price.

2.1.5. The term of the contract is twelve (12) months, and may be extended, in the interests of the parties, up to a limit of 60 (sixty) months.

## **3. JUSTIFICATION AND PURPOSE OF HIRING**

3.1. BACE has unique duties within COMAER, in particular to centralize, within its area of operation, the logistics activities of support and services, as well as the administration of agreements, adjustments and contracts abroad in the continents of Europe, Asia, Africa and Oceania.

3.2. In this context, aeronautical articles and equipment are purchased by the Aeronautical Purchasing Commissions and, when delivered to the continents of Europe, Asia, Africa and Oceania, BACE is responsible for receiving them in contracted warehouses and providing the shipment to Brazil with the necessary security, since they are items of high cost and of great importance for operational activities.

3.3. Thus, BACE has a Transport Logistics Contract to carry out the boarding on military aircraft, as well as to transport in commercial aircraft and cargo vessels all goods purchased by FAB that are delivered to the deposits of the contracted cargo agent, however this Contract does not provide for insurance coverage for materials that are



delivered to the warehouses and, also, when it is subjected to movements in the logistics chains.

3.4. It was decided not to put cargo insurance in the Transport Logistics Contract, because this liability would represent a significant financial increase in it, mainly because it is not an end activity of that contracted and also because there is a need to have insurance coverage from the delivery the cargo agent's deposits to the final requesting party of the goods in Brazil.

3.5. Thus, the hiring of a company specialized in cargo insurance is essential for the preservation of the assets acquired by FAB that are managed by the Aeronautical Purchasing Commissions.

#### **4. SOLUTION DESCRIPTION**

4.1. Hiring an insurance company with the capacity to promote full coverage, on demand, *in door-to-door mode*, against all risks and damages for materials and equipment of a military and aeronautical nature defined in item 7.3.1.1 of this Term.

#### **5. HIRING REQUIREMENTS**

5.1. This is a continuous service, without the supply of labour under exclusive dedication.

5.2. The requirements necessary to meet the need shall require the bidder the ability to cover cargo insurance, on demand, for materials and equipment of a military and aeronautical nature whose condition of the goods may be new, refurbished or to be recovered, within the following criteria:

5.2.1. Items purchased new by BACE or BACW or another FAB body, whose receipt and movement are under the responsibility of the first organization, and will be delivered to cargo agent deposits and will have the final destination in the Requesting Military Organization.

5.2.2. Items to be recovered, new or refurbished sent from CTLA military facilities in Brazil to companies contracted by BACE or BACW, located on the continents of Europe, Africa, Asia or Oceania.

5.2.3. New, refurbished or recoverable items delivered by companies contracted by BACE or BACW in cargo agent deposits.

#### **6. OBJECT EXECUTION**

6.1. Cargo insurance coverage will begin on January 1<sup>st</sup>, 2023.

6.2. Routine procedures:

6.2.1. The Contracted Party will ratify monthly the provision of services through an Open Insurance Policy with the issuance by the Contracting Party of the Shipment Report (Annex 3) to document and confirm the need for cargo insurance coverage.

6.2.2. The Contracted Party shall promote coverage and 110% of the value of the assets and shall assume, in case of any claim, the costs and expenses arising from the transportation of all assets described in the Open Insurance Policy.



6.2.2.1. In the case of transport carried out by the Brazilian Air Force aircraft, the Contractor will only promote the payment of 110% of the value of the goods.

6.2.3. After receiving the authorization of the provision of services from the Contracting Party's, the Contracted Party will issue the invoice for payment, as set forth in its price proposal presented in the bidding event.

### 6.3. Claims procedures

6.3.1. In addition to the definitions set out in item 1.1.13 of this Terms of Reference, all losses and/or damages in boxes, as well as the opening of volumes during the insurance coverage period, shall be considered claims and subject to the calculation.

6.3.2. The claim assessment process will begin with the communication of the Inspection to the Contracted Party and the Contracting Party through the instruments detailed in item 17.2 of this Terms of Reference.

6.3.3. After the statement of the claim, action will be taken by both the Contracting Party and the Contracted Party to seek proof of the damages and the circumstances of the occurrence to raise the causes, the nature and extent of the damages.

6.3.3.1. The Contracting Party shall designate a military, other than the Supervision of the Contract, to proceed with the claim through Investigation.

6.3.3.1.1. The investigator must:

- a) Identify, for the purposes of claims for general damages and rescue charges in the shipment carried out, the contributory values of the volumes affected by the accident, as well as the respective portion of the freight cost;
- b) Take actions to protect the safeguard and recovery of assets covered by the insurance; and
- c) Determine whether the assets affected in the claim will be replaced, waived or abandoned by the Air Force, as well as identifying possible expenses of the Contracting Party and the Contractor in the verification process.

6.3.3.2. The Contracted Party shall appoint a representative to prepare a Claim Report with the calculation of the facts and present a detailed analysis with inspection reports and other necessary documents, identifying the insurance coverage and presenting the risks assumed by the Contracting Party.

6.3.3.3. The opinion of the Contracting Party's inquiry and the Contracting Party's Claim Report shall be forwarded to the Contract Supervision within thirty (30) calendar days.

6.3.4. Upon receipt of the documents of items 6.3.3.1 and 6.3.3.2, the Inspection will present in 15 (fifteen) calendar days an Opinion, based on contractual clauses, on the payment of insurance indemnity and submit the approval of the Head of BACE.



6.3.5. After the approval of the Opinion by the Head of BACE, the Inspector will forward the decision to the Contracted Party and, if there is a need for compensation, it will occur as defined in item 6.3.6 of this Terms of Reference and the instructions emanated by the Contract Inspector within 15 (fifteen) days after receipt of the notice of the Inspection.

6.3.6. As to the indemnification of the claim:

6.3.6.1. The purpose of indemnification of the claim is to repair all financial losses of the costs of the insured good and the contracted transportation.

6.3.6.2. After completion of the actions in item 6.3.5 of this Term and identifying the need for indemnification to the Contractor, the Contractor will pay 110% of the cost for the acquisition of new or similar material, when new, compatible existing in the market, as well as its transportation costs

6.3.6.2.1. In the case of transport carried out by the Brazilian Air Force aircraft, the Contractor will only promote the payment of 110% of the value of the goods.

6.4. Procedures for container shipments:

6.4.1. The Contractor shall provide insurance coverage for containers shipped on specialized or non-specialized vessels, as well as cover the needs for jettisoning and losses at sea.

6.4.2. If the need to ship the container in the hold of specialized vessels is identified, the Contracting Party shall request, in writing, from the Contractor that the insurance coverage rate is in accordance with the rate of the bidding process.

6.4.3. The Contractor shall provide insurance coverage during towing and handling operations at the port terminals.

6.5. Procedures in case of diversion and/or change of destination

6.5.1. In case of exchange and/or voluntary diversion of destination, it is up to the Contracting Party to inform the Contractor as soon as possible via electronic message (email) which will maintain the coverage established in this Term of Reference.

6.5.2. The Contractor shall provide the insurance coverage in case of exchange and/or voluntary diversion of the destination, maintaining the coverage until the final destination or until the place designated by the Contracting Party where there are no more risks for the coverage.

## **7. INFORMATION RELEVANT TO THE SIZING OF THE PROPOSAL**

7.1. All materials shall be prepared and packaged in accordance with the instructions and standards of the manufacturers and prepared for shipment in the air, sea or land modals in accordance with the request of the Aeronautical Purchasing Commissions and the CTLA.

7.2. The inclusions and exclusions of the contracting of insurance:



7.2.1. All cargoes classified as hazardous and which have the respective UN code are included in this scope, which are intended for military use and the maintenance of aircraft, equipment and aeronautical articles.

7.2.2. The articles indicated in item 5.2.2 of this Terms of Reference are excluded from this scope, when the body responsible for sending the material abroad has cargo insurance coverage until delivery to the final destination located on the continents of Europe, Africa, Asia or Oceania.

7.2.3. Aircraft, helicopters, gliders, flight simulators of other materials are excluded from this scope, where there is insurance coverage covered by specific contracts between the supplier of the property and the COMAER.

### 7.3. Insurance coverage:

7.3.1. Insurance coverage shall take into account transportation in air (including by aircraft of the Brazilian Air Force), sea and land modes and should cover the following operations and sampling spaces:

7.3.1.1. For the items defined in items 5.2.1 and 5.2.3 of this Terms of Reference:

7.3.1.1.1. Transportation from the premises of the supplier or company responsible for the delivery of the material until delivery to the cargo agent's warehouses, contracted by BACE, located in Europe, Africa, Asia or Oceania;

7.3.1.1.2. Storage for up to 90 (ninety) days in cargo agent depots contracted by BACE located in Europe, Africa, Asia or Oceania;

7.3.1.1.3. Transportation of the cargo agent's facilities contracted by BACE located in Europe, Africa, Asia or Oceania until shipment in contracted air and/or sea modals or aircraft of the Brazilian Air Force;

7.3.1.1.4. Cargo transit in contracted air and sea modals or in Brazilian Air Force aircraft to the designated point for landing in Brazil; and

7.3.1.1.5. Transportation of the designated points for landing in Brazil until the physical receipt of the items in the final requesting Military Organization of the goods.

7.3.1.2. For the items defined in item 5.2.2 of this Terms of Reference:

7.3.1.2.1. Transportation from departure from CTLA facilities to shipment in contracted air and sea modals or FAB aircraft;

7.3.1.2.2. Cargo transit in contracted air and sea modals or on FAB aircraft to the unloading point of the cargo agent contracted by BACE, located in Europe, Africa, Asia or Oceania; and

7.3.1.2.3. Transportation of the cargo agent's premises contracted by BACE, located in Europe, Africa, Asia or Oceania until delivery to the supplier or company responsible for receiving the material.

7.3.2. The cargo will also be covered during all necessary services and operations such as handling, small movements, consolidation, temporary storage due to transit, internal transfers in ports or airports.



7.4. It should be emphasized that the services related to this Terms of Reference must comply with all laws and regulations established by the governments of the countries to which the cargo is handled, as well as international laws and regulations relating to the protection of insured assets. Nevertheless, interested companies must know and comply with the laws and regulations established by the Brazilian government related to cargo insurance coverage.

7.5. The amount of the cargo to be insured on each shipment will be declared in the Shipment report (Annex 3) whose coverage will be through an Open Insurance Policy with coverage for all costs of replacement of the load and insurance expenses.

7.5.1.1. This amount shall be established by the sum of the value of the cargo and the cost of the freight contracted.

7.5.1.2. When transportation is carried out by FAB aircraft, there will be no freight cost to be declared.

7.5.1.3. Requests for the provision of services shall be issued by the Contracting Party by e-mail in order to document the need and authorize the provision of the Contracted Party's service.

7.6. The maximum amount of cargo to be insured per shipment will be USD 5,000,000.00 (five million dollars).

7.6.1. If the value of the shipment exceeds the limit established in item 7.6, the Contractor will be consulted about the interest in carrying out the insurance coverage with the tariff rate presented in the bidding process.

7.6.2. If the Contractor is not interested in maintaining the tariff rate presented in the bidding process, the Contracting Party will be free to hire another insurance company to provide coverage for the goods.

## **8. CONTRACTING PARTY'S OBLIGATIONS**

8.1. Require the fulfilment of all obligations assumed by the Contracted Party, in accordance with the contractual clauses and the terms of its proposal.

8.2. Exercise the monitoring and supervision of services, by specially designated agent or commission, noting in their own records the detected failures, indicating day, month and year and forward the notes to the competent authority for the appropriate measures.

8.3. Notify the Contracted Party in writing of the occurrence of any imperfections, failures or irregularities found in the course of the execution of the services, setting a deadline for its correction, making sure that the solutions proposed by it are the most appropriate.

8.4. Pay the Contracted Party the amount resulting from the provision of the service, within the period and conditions set forth in this Terms of Reference.

8.5. Provide in writing the information necessary for the development of the services subject to the contract, as well as to clarify all doubts raised by the bidders and/or the Contracted Party.



8.6. Comply with all formalities for the determination of the cargo claim, as detailed in item 6.3 of this Terms of Reference.

8.7. Ensure that your suppliers maintain all import and export licenses for the volumes moved in place during the insurance coverage.

8.8. Guarantee that the IMDG (*International Maritime Dangerous Good*) are shipped in accordance with its regulations.

8.9. Ensure that shipments comply with *The Export Control Order 2008*, excluding items in categories A, B and C as destination or exit from countries subject to embargoes.

## **9. OBLIGATIONS OF THE CONTRACTED PARTY**

9.1. Perform the services with the allocation of employees necessary for the perfect fulfilment of the contractual clauses in the quality specified in this Terms of Reference and in the proposal presented in the event.

9.2. Use qualified employees with basic knowledge of the services to be performed, in accordance with the standards and determinations in force.

9.3. Comply with all the requirements related to labour, social security, tax and labour insurance laws, being responsible, in full, direct or indirect, for facts related to the Contracted Party.

9.4. Communicate to the Contract Inspector, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs in the coverage of the services provided.

9.5. Provide any clarification or information requested by the Contracting Party or its companies, guaranteeing them access, at any time, of documents relating to insurance coverage.

9.6. Submit in writing to the Contracting Party, for analysis and approval, any changes in action methods that are out of the specifications of this Terms of Reference.

9.7. Bear the burden arising from any misunderstanding in the sizing of the quantitative of its proposal, including the variable costs arising from future and uncertain factors.

9.8. Assume the expenses of transportation, food, lodging and social security of its employees involved with the services specified in this Terms of Reference, including, when necessary, travel between countries.

9.9. Promote full and complete coverage for any accident or damage caused to the material described in the terms described in item 5.2 of this Terms of Reference.

9.10. Charge for the services provided by issuing a monthly invoice based on the information presented in the Shipment Report and the percentage presented in your price proposal (BID process).

9.11. Comply with all formalities for the determination of the cargo claim, as detailed in item 6.3 of this Terms of Reference.

9.12. In case of damage to the insured property, pay the air costs to send the damaged parts to the manufacturers for repair and then return, by air freight, the replacement parts from the suppliers to the final destination.



9.13. Perform and charge for the services provided, as described in this Term of Reference.

9.14. Appoint a representative of the company to meet all requests of the Contracting Party and the Contract Inspection.

## **10. SUBCONTRACTING**

10.1. The subcontracting of the bidding object shall not be allowed.

## **11. CONTROL AND ENFORCEMENT OF EXECUTION**

11.1. The Control and Supervision shall be carried out by Agents of the Administration, specifically designated by BACE's management.

11.2. The review of contractual performance consists of:

11.2.1. Monitor the development of services from the identification of the need for insurance coverage to receipt by the final requesting party of the goods;

11.2.2. Verify the conformity of the services, contractual compliance based on the criteria set forth in this Terms of Reference and contractual terms, as well as the availability of the necessary resources.

11.2.3. Monitor and inspect contractual performance, verifying compliance with the obligations arising from the service.

11.2.4. *Receive invoices* and compare with the percentage established *in the Bidding Process*, certify them and forward them to the Head of BACE for approval.

11.2.5. Submit to the evaluation of Head of BACE all proposals, questions, discrepancies and difficulties encountered during the contractual execution, or those that require approval and/or decision.

11.2.6. Log all events related to the execution of the service.

11.3. The monitoring and supervision of the contractual performance by the Contracting Party does not eliminate the Liability of the Contracted Party, including to third parties, for any irregularities, even if arising from technical imperfections, failures or improper use of the equipment. In the event of such incidents, they do not imply the shared responsibility of the Contracting Party, its representatives or employees.

## **12. RECEIPT, ACCEPTANCE AND PAYMENT OF THE OBJECT**

12.1. The Contracting Party shall issue the Shipment Report of the previous month (Annex 3) on a monthly basis on the 15th (fifteenth) working day of the month with the value of the cargo and transportation costs.

12.2. The Contracting Party will issue the Invoice in accordance with this Terms of Reference, the contractual instruments and the price proposal presented in *the Bidding Process*.





12.3. The receipt of the service provided and the payment of invoices will occur, through a current account deposit, within 30 (thirty) days after receipt of the invoice by the Contracting Party, filed with BACE's secretary.

12.3.1. If the invoice submitted by the Contracted Party is not in accordance with the provisions of item 6.2.1 of this Terms of Reference and the proposal presented *in the IDB process*, COMREC will return it to the Contracted Party to the necessary corrections.

12.3.2. If there are factors or circumstances that will affect the settlement of the expense, the payment shall be suspended until the Contracted Party resolves the issues pointed out by the Contracting Party.

12.3.3. The existence of errors in the invoice and the factors or circumstances indicated in item 12.3.1 and 12.3.2 will interrupt the counting of the payment deadline that will restart from the receipt of the new invoice by BACE or solution of the problems presented.

### **13. ADMINISTRATIVE SANCTIONS**

13.1. The Contracted Party commits an administrative infraction when:

13.1.1. Failure to perform the contract, for the non-execution, in whole or in part, of any of the obligations assumed in the contract;

13.1.2. Delay the execution of the object;

13.1.3. Fraud in the performance of the contract;

13.1.4. Disreputable behaviour; or

13.1.5. Commit tax fraud.

13.2. For the total or partial non-execution of the subject matter of this Terms of Reference, management may apply the following sanctions to the Company:

13.2.1. **Written warning**, when not fulfilling any of the contractual obligations considered minor faults, thus understood those that do not cause significant losses to the contracted service;

13.2.2. **Fine of:**

13.2.2.1. 0.1% (one tenth percent) up to 0.2% (two tenths of percent) per day on the value of the insured good plus transport costs in the event of delay in the execution of services, limited to 15 (fifteen) days. After the fifteenth day and at the discretion of the Administration, in the case of late execution, the non-acceptance of the object may occur, in order to configure, in this case, total non-execution of the obligation assumed, without affecting the unilateral termination of the agreement;

13.2.2.2. 0.1% (one tenth percent) to 10% (ten percent) on the value of the insured good plus transport costs, in case of delay in the execution of the object, for a period longer than provided for in the above sub-item, or partial non-execution of the assumed obligation;



13.2.2.3. 0.1% (one tenth percent) to 15% (fifteen percent) on the value of the insured good plus transport costs in the event of total non-execution of the obligation assumed;

13.2.2.4. Penalties arising from various facts will be considered independent of each other.

13.2.3. Suspension of bidding and impediment to contract with the body, entity or administrative unit for which the Brazilian Public Administration operates and acts, for a period of up to two years;

13.2.4. Impediment to bid and contracting with organs and entities of the Brazilian Government, with the consequent removal from BACE's Business Database for a period of up to five years.

13.2.5. Declaration of unsuitability to bid or contract with the Brazilian Public Administration, as long as the determining reasons for the sanction persist or until rehabilitation is promoted before the authority that applied the penalty itself, which will be granted whenever the Contracted Party reimburses the Contracting Party for the damages caused;

13.3. The impediment sanction for bidding and contracting provided for in item 13.2.3 is also applicable in any of the cases provided for as an administrative infraction in this Terms of Reference.

13.4. The application of any of the penalties provided for shall take place in an administrative process that will ensure the contradictory and broad defense to the Contracted Party.

13.5. The fines due and/or losses caused to the Contracting Party shall be deducted from the amounts to be paid, or collected in favor of the Union, or deducted from the guarantee, or, where appropriate, shall be entered in the Active Debt of the Union and collected in court.

13.5.1. If the Contracting Party determines, the fine shall be collected within a maximum of thirty (30) days from the date of receipt of the communication sent by the competent authority.

13.6. If the amount of the fine is not sufficient to cover the losses caused by the conduct of the bidder, the Brazilian Government or Entity may collect the remaining amount in court.

13.7. The competent authority, in the application of the sanctions, shall 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, in the light of the principle of proportionality.

13.8. Penalties will be mandatory recorded in BACE's Business Database.

#### **14. SUPPLIER SELECTION CRITERIA**

14.1. Bidders must submit their Price Proposals, according to Annex 5, considering all obligations in this Term of Reference and following the instructions in Annex 4.



14.2. The bidder who presents the lowest percentage value of the insurance rate (Tx) will be selected to allow full coverage and 110% of the values of imported and exported goods, as well as their costs and expenses of movement.

14.2.1. The percentage amount of insurance cost presented in the price proposal shall include the payment of taxes, fees and all direct and indirect costs necessary for the provision of services.

## 15. PRICE ESTIMATES AND REFERENCE PRICES

15.1. The average annual estimate for insurance coverage for imported items is USD 11,033,017.84 (eleven million, thirty-three thousand, nineteen dollars and eighty four cents) and for exported is USD 27,062,813.62 (twenty seven million, sixty two thousand, eight hundred thirteen dollars and sixty two cents).

15.2. The amounts paid in the last 24 (twenty-four) months for the provision of cargo insurance is detailed in Annex 6 to this Term of Reference whose rate used was 0.0035%.

15.3. Price surveys were conducted through electronic messages, telephone and consultation with the companies' websites, however no company replied to BACE's request, as described in Annex 7 of this Terms of Reference.

15.4. Price surveys were conducted on the *Comprasnet* price panel and no contracting was identified similar to this Reference Term.

15.5. BACW entered into Contract No. 015/CABW/2021 (PAG 67102.203675/2020-93) with a company to carry out the cargo insurance activity similar to that practiced at BACE in this Terms of Reference and the rate **0.09% was agreed between the parties**. Thus, it is meant to include and use this rate with reference price.

## 16. TERMS AND CONDITIONS

16.1. All risk of loss or physical damage under the following terms and conditions, to the extent applicable:

- a) Institute Cargo Clauses (A) CL 252 1.1.82 and/or Institute Cargo Clauses (Air Cargo) (excluding mailings) CL259 1.1.82;
- b) Institute War Clauses (Cargo) CL255 1.1.82 and/or Institute War Clauses (Air Cargo) (excluding mailings) CL258 1.1.82 and/or Institute War Clauses (mailing) CL257 1.1.82;
- c) Institute Strike Clause (Cargo) CL256 1.1.82 and/or Institute Strike Clause (Air Cargo) CL260 1.1.82;
- d) Institute Classification Clause CL354 1.1.01;
- e) Exclusion Clause for Chemical, Biological, Biochemical, Electromagnetic Weapons and Radioactive Contamination CL370 11.10.03;
- f) Maritime Cyber Endorsement LMA5403;



- g) Institute Replacement Clause CL161 1.1.34 and/or Second Hand Replacement Clause, as applicable;
- h) Traffic Rescission Clause (Terrorism) JC2001/056. Unpacked items excluding rust, oxidation and discoloration. Second hand equipment excluding scratches, dents and refinishing cost. Excluding Mechanical, Electrical and Electronic Disturbance, unless caused by insured peril;
- i) Various liability clauses LSW1001;
- j) Sanction Limitation and Exclusion Clause (JC2010/014) 8.11.10;
- k) Exclusion of Transmissible Diseases (Cargo) JC2020 011 4.17.20;
- l) Termination of Traffic (Terrorism) JC2001/056;
- m) Sanction Limitation and Exclusion Clause JC2010/014;
- n) Cargo ISM Endorsement JC98/019 5.1.98. Unpacked items excluding rust, oxidation and discoloration. Second hand equipment excluding scratches, dents and refinishing cost. Excluding Mechanical, Electrical and Electronic Breakdown, unless caused by an insured peril;

16.2. The Institute Clauses referred to are those in force at the beginning of this Open Contract, however, if such Clauses are revised during the period of this Open Contract, 30 days' notice by the Contractor will be required for the new risks to be applied.

16.3. Risks covered by the Institute of War and Strike Clauses may be cancelled at any time with 7 days' notice in writing to take effect from the date of such covered risks.

## 17. BUDGET RESOURCES

17.1. The expenses arising from the contracting shall be borne according to the budget classification: **Action 2048** – Aircraft Supply and Maintenance Support, in the **Expense Nature 339039**, or other Programs and Actions that may provide such support.

## 18. CONTRACT CANCELLATION

18.1. Without prejudice to the legislation defined in the Contract and bidding process, the following technical elements will be considered for a contractual termination between the parties:

- a) Contractor committed fraud, acted with malice and bad faith;
- b) When the Contractor fails to comply or performs poorly in complying with the Terms and Conditions of the contractual terms;
- c) Contractor became insolvent or entered into compulsory or voluntary liquidation;
- d) Contracting Party considered that the general services provided are unsatisfactory; and
- e) When Force Majeure is invoked.

## 19. GENERAL PROVISIONS



19.1. The Contracted Party shall promptly inform BACE of any restrictions on insurance coverage caused by any Government or intergovernmental body relating to the assets detailed in the Subject matter of this Reference Term.

19.2. All communications between the Contracted Party and the Inspection shall be carried out in writing, in the English language or in the Portuguese language.

19.3. The Contracted Party shall report, in a timely manner, any failure to perform the service, even if it is not expressly provided for in this Terms of Reference.

19.4. In case of divergences between the Terms and Conditions established in item 16 and this Term of Reference, the information indicated in this document will always prevail.

19.5. Any omissions will be defined by the Head of BACE, after the issuing of an opinion by the Contract Inspector.

London, 30th August 2022.

**Prepared by:**

ALEXANDRE ANTUNES FERNANDES Maj Esp Sup  
Head of BACE's Material Section

**Approved by:**

DELMO SIFRONIO FREIRE Cel Int  
Head of BACE



## Annex 1 - Imported Materials

Table 01 - Value of material transported

YEAR	VALUE
2021	USD 3,384,804.53
2020	USD 6,562,485.00
2019	USD 18,415,559.86
2018	USD 5,327,926.79
2017	USD 21,248,787.89
<b>ANNUAL AVERAGE</b>	<b>USD 10,987,912.81</b>

Source: SILOMS

Table 02 - Transport costs and expenses

YEAR	VALUE
2021	USD 18,670.87
2020	USD 26,646.87
2019	USD 77,646.13
2018	USD 39,952.97
2017	USD 62,608.30
<b>ANNUAL AVERAGE</b>	<b>USD 45,105.03</b>

Source: SILOMS

**Average Annual Insurance Coverage Forecast: USD 11,033,017.84**



## Annex 2 - Exported Materials

Table 03 - Value of the material transported

YEAR	VALUE
2021	USD 21,676,337.17
2020	USD 23,106,397.17
2019	USD 29,733,889.39
2018	USD 31,972,751.63
2017	USD 26,072,073.10
<b>ANNUAL AVERAGE</b>	<b>USD 26,512,289.69</b>

Source: SILOMS

Table 04 - Transport costs and expenses

YEAR	VALUE
2021	USD 511,751.41
2020	USD 471,332.90
2019	USD 799,721.93
2018	USD 605,863.31
2017	USD 363,950.09
<b>ANNUAL AVERAGE</b>	<b>USD 550,523.93</b>

Source: SILOMS

Average Insurance Coverage Forecast: USD 27,062,813.62



## Annex 3 - Report of Shipments

### BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

16, Great James St. WC1N 3DP. Tel 0207 440 4350. Fax 0207 242 2360. E-mail: chefesm@bace.org.uk

DECLARATION FORM No. \_\_\_\_/EXP/BACE/BACW. Period covered: \_\_\_\_ of \_\_\_\_ Issued on \_\_\_\_\_

Shipment	AWB/BL	Date	Position Value	Freight	Total	Rate	Premium
					\$ -	0.000000	\$ -
					\$ -	0.000000	\$ -
					\$ -	0.000000	\$ -
					\$ -	0.000000	\$ -
		<b>Total:</b>	\$ -	\$ -	\$ -	<b>TOTAL PAYABLE:</b>	\$ -

ALEXANDRE ANTUNES FERNANDES - Major Supply Specialist

Head of the Shipping Department





## **Annex 4 - Instructions for completing the Price Proposal**

### **1. OBJECTIVE:**

Guide bidders interested in participating in the bidding process to correctly fill out the price proposal for hiring insurance companies with the capacity to promote full coverage, on demand, in the door-to-door mode, against all risks and damages for materials and equipment of a military and aeronautical nature, as detailed in The Reference Term No. 01/SM/2022.

### **2. EXECUTION OF THE OBJECT**

As set out in item 6 of Term of Reference No. 01/SM/2022.

### **3. SELECTION CRITERIA**

As set out in item 15 of Terms of Reference No. 01/SM/2022.

### **4. BASES FOR PRESENTATION OF THE PROPOSAL**

Note the information presented in item 7 of Reference Term No. 01/SM/2022 and the price proposal will be based on the following values:

#### a) Average annual load value

- Imported (Table 1 of Annex 1) USD 10,987,912.81;
- Exported (Table 1 of Annex 2) USD 26,512,289.69;
- Total - USD 37,500,202.20; and
- Approximation for price proposal - USD 37,400,000.00.

#### b) Annual average freight cost

- Import (Table 2 of Annex 1) USD 45,105.03;
- Export (Table 2 of Annex 2) USD 550,523.93;
- Total - USD 595,628.96
- Approximation for price proposal - USD 600,000.00

### **5. INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL**

5.1. Before completing the Price Proposal, it is recommended a detailed reading of item 7 of Reference Term No. 01/SM/2022.



5.2. Quoted prices shall be fixed and may not be adjusted for the duration of the future contract,

5.3. The value of the Proposal will be calculated as follows:

$$P = (C + F) \times Tx, \text{ where:}$$

P - Simulated value for the provision of the service;

C - Approximate average annual load value = USD 37,400,000.00; and

F - Approximate average annual freight value = USD 600,000.00; and

Tx - Enter the proposal of percentage of charge rate with six decimal places.

5.4. Fill out the price proposal template (Annex 5) with the company data with the calculations obtained in item 5, not forgetting to place the date, the name of the company and signature of the technician responsible who issued the price proposal.



## Annex 5 - Price Proposal Template

From: Identification of the company interested in participating in the bidding event.

Destination: Brazilian Aeronautical Commission in Europe (BACE)

1. I forward our Price Proposal in accordance with The Term of Reference No. 01/SM/2020.

$$P = (C + F) \times Tx, \text{ onde:}$$

2. Our proposed Tx insurance coverage fee for the bidding event will be:

\_\_\_\_\_ % (Enter six decimal places)

3. Our simulation for service provision will be:

P - Simulated value for the provision of the service;

C - Approximate average annual load value = USD 37,400,000.00; and

F - Approximate average annual freight value = USD 600,000.00; and

Tx - Enter the proposal of percentage of charge rate rate with six decimal places.

$$P = (\text{USD } 37,400,000.00 + \text{USD } 600,000.00) \times Tx$$

$$P = (\text{USD } 38,000,000.00) \times Tx$$

$$P = \text{USD } _____$$

4. I declare that I am applying Tx, as stated in item 2, for the simulation of the service provided.

Date: *Inform the date of submission of the proposal*

**Signature of the authorized representative to participate in the Bidding Process**

**Quote the complete name of the participating company**



## Annex 6 - Amounts received in cargo insurance

YEAR	VALUE
2018	USD 14,176.15
2019	USD 17,990.67
2020	USD 9,550.32
2021	USD 8,369.77

**Source:** Contract No. 001/CABE/2018 (Rate 0.0035%)



## Annex 7 - Price survey carried out

### QUOTATION - CARGO INSURANCE

Matheus Pimenta Vidigal

Sent: Wed 27/04/2022 11:13

To: enquiries@uib.co.uk

Cc: ChefELC; ChefESM

Message PROPOSTA DE PREÇOS - SEGURO DE CARGAS - INGLÊS-1.docx (35 KB)

To whom it may concern,

I would kindly request an informal quote for the two files attached.

Please note that this is not an official Bidding Process proposal and it will only be used as a reference. We would appreciate if you reverted it to us within 15 days please.

We appreciate it and looking forward to hearing from you..

Thank you very much.

Regards,



Matheus Pimenta Vidigal  
Procurement Department  
[matheus@bace.org.uk](mailto:matheus@bace.org.uk)  
Phone: (+44) 20 7440-4353

Brazilian Aeronautical Commission In  
Europe  
Phone: (+44) 20 7440-4320  
[www.bace.org.uk](http://www.bace.org.uk)  
16 Great James Street, London-UK,  
WC1N 3DP



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## QUOTATION - CARGO INSURANCE

Matheus Pimenta Vidigal

Sent: Wed 27/04/2022 11:13  
To: mikesmith@lonham.co.uk  
Cc: ChefelC; ChefesM

Message PROPOSTA DE PREÇOS - SEGURO DE CARGAS - INGLÊS-1.docx (35 KB)

Dear Mr. Smith,

I would kindly request an informal quote for the two files attached.

Please note that this is not an official Bidding Process proposal and it will only be used as a reference. We would appreciate if you reverted it to us within 15 days please.

We appreciate it and looking forward to hearing from you..

Thank you very much.

Regards,



Matheus Pimenta Vidigal  
Procurement Department  
[matheus@bace.org.uk](mailto:matheus@bace.org.uk)  
Phone: (+44) 20 7440-4353

Brazilian Aeronautical Commission In  
Europe  
Phone: (+44) 20 7440-4320  
[www.bace.org.uk](http://www.bace.org.uk)  
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## QUOTATION - CARGO INSURANCE

Matheus Pimenta Vidigal

Sent: Wed 27/04/2022 11:13  
To: barbara.cadolino@dbschenker.com; trevor.cannella@dbschenker.com; clientrelations@dbschenker.com; us.sm.isp.clientrelations@dbschenker.com  
Cc: ChefelC; ChefesM

Message PROPOSTA DE PREÇOS - SEGURO DE CARGAS - INGLÊS-1.docx (35 KB)

Dear all,

I would kindly request an informal quote for the two files attached.

Please note that this is not an official Bidding Process proposal and it will only be used as a reference. We would appreciate if you reverted it to us within 15 days please.

We appreciate it and looking forward to hearing from you..

Thank you very much.

Regards,



Matheus Pimenta Vidigal  
Procurement Department  
[matheus@bace.org.uk](mailto:matheus@bace.org.uk)  
Phone: (+44) 20 7440-4353

Brazilian Aeronautical Commission In  
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Phone: (+44) 20 7440-4320  
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**RE: Termination of Contract n° 001/BACE/2018**

Cadolino, Barbara <barbara.cadolino@dbschenker.com>

Sent: Thu 12/05/2022 16:42

To: ChefeSM

Cc: CV Jancarlo, CABE; auxsm cabe; US-Shared-ISP-clientrelations; ChefELC; Matheus Pimenta Vidigal; Cadolino, Barbara

Dear All,

After speaking with my Manager, we will not be able to obtain a new quote for the next policy. You can use the current quote if needed.

Best Regards,

Barbara Cadolino  
Insurance & Trade Advisory Solutions  
Client Relationship Manager



Schenker, Inc.  
41 Pinelawn Road, Ste. 110  
Melville, NY 11747(USA)  
Phone: (516) 377-5260  
Email: [barbara.cadolino@dbschenker.com](mailto:barbara.cadolino@dbschenker.com)



Please come visit us and learn more about DB Schenker's Risk, Insurance & Trade Advisory Solutions [ts.dbschenker.com](https://ts.dbschenker.com)

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Follow us on Twitter: [www.twitter.com/DBSchenkerUSA](https://www.twitter.com/DBSchenkerUSA)

Follow our Blog at: [www.nowthatstheistics.com](http://www.nowthatstheistics.com)

C-TPAT SVI Partner ID: schCon 02049 / schBro04754

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**QUOTATION - CARGO INSURANCE**

Matheus Pimenta Vidigal

Sent: Wed 27/04/2022 11:13

To: [info@bannermanrendell.com](mailto:info@bannermanrendell.com)

Cc: ChefELC; ChefeSM

Message PROPOSTA DE PREÇOS - SEGURO DE CARGAS - INGLÊS-1.docx (35 KB)

To whom it may concern,

I would kindly request an informal quote for the two files attached.

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We appreciate it and looking forward to hearing from you..

Thank you very much.

Regards,



Matheus Pimenta Vidigal  
Procurement Department  
[matheus@bace.org.uk](mailto:matheus@bace.org.uk)  
Phone: (+44) 20 7440-4353

Brazilian Aeronautical Commission In  
Europe  
Phone: (+44) 20 7440-4320  
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WC1N 3DP



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**RE: QUOTATION - CARGO INSURANCE**

Stephen Manning <Stephen.Manning@bannermanrendell.com>

Sent: Wed 27/04/2022 15:57

To: Matheus Pimenta Vidigal

Cc: Chefe LC; ChefeSM; Gerry Power

Dear Sirs,

Thanks for your email.

We regret that we would not be interested in providing an informal quote on this basis. However we would be happy to tender a quote if there is an official Bidding Process.

Kind regards

Steve Manning

Marine Division

**Bannerman Rendell Limited**

5-10 Bury Street

London EC3A 5AT

Tel: +44 (0)20 7929 3400 DD: +44 (0)20 7375 9881

Fax: +44 (0)20 7929 3600

[www.bannermanrendell.com](http://www.bannermanrendell.com)



Dear Sir or Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request an estimated price (quotation) for the provision of cargo insurance cover *World to World* for our materials, according to the information below:

FULL COVERAGE, OPEN POLICY, DOOR-TO-DOOR (COVERAGE OF 90 DAYS DURING THE TRANSIT FROM THE ORIGIN TO THE DESTINATION OF THE GOODS), AGAINST ALL RISKS FOR MATERIALS AND EQUIPMENT ACQUIRED BY BACE ON BEHALF OF THE BRAZILIAN AIR FORCE, ON THE FOLLOWING ROUTES (ROUTES):	RATES% (Tx)
<b>Exports</b> (shipment, storage, transit, transhipment, etc.) <b>from our suppliers</b> based in Europe, Africa, Asia and Oceania <b>to the end-user</b> based in Brazil.	
<b>Imports</b> (shipment, storage, transit, transhipment, etc.) <b>shipped from the Brazilian Air Force central warehouse</b> (CTLA - Air Force Logistics Transport Center) in the city of Rio de Janeiro, Brazil, <b>to our suppliers</b> based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated rate (%) relating to cargo insurance cover, at your earliest convenience.

The estimated rate will not be used for contracting, but it serves as a basis to prepare the basic project and launch the related public tender. After obtaining the necessary information, the Brazilian Aeronautical Commission in Europe will perform a bidding process for companies to participate, including yours, should you decide to take part.

For further details on how to complete the above simplified rate proposal and on the value of our imported/exported materials and freights from 2017 to 2020, please see the full version of the proposal attached to this email. Feel free to fill in the abridged version on the body of this message or / and its full version.

Should you have any queries or concerns regarding this matter, please feel free to contact our Department of Tenders and Contracts on [chefeLC@bace.org.uk](mailto:chefeLC@bace.org.uk), carbon copying (cc) the following emails: [chefeSM@bace.org.uk](mailto:chefeSM@bace.org.uk); [auxsm@bace.org.uk](mailto:auxsm@bace.org.uk); [josohenrique@bace.org.uk](mailto:josohenrique@bace.org.uk); [mfiancarioimfn@fab.mil.br](mailto:mfiancarioimfn@fab.mil.br)

Best regards,



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**Cargo Insurance Quotation for BACE**

Joao Henrique P. Bassani

Sent: Tue 21/06/2022 16:21  
To: axa.direct.gj@axa.com.hk  
Cc: AuxDL; Jancarlo F. Nunes; ChefeSM

Message: INSTRUCTION FOR COMPLETING THE PRICE PROPOSAL \_ Proposta\_Preços.docx (95 KB)

Dear Sir or Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request an estimated price (quotation) for the provision of cargo insurance cover *World to World* for our materials, according to the information below:

FULL COVERAGE, OPEN POLICY, DOOR-TO-DOOR (COVERAGE OF 90 DAYS DURING THE TRANSIT FROM THE ORIGIN TO THE DESTINATION OF THE GOODS), AGAINST ALL RISKS FOR MATERIALS AND EQUIPMENT ACQUIRED BY BACE ON BEHALF OF THE BRAZILIAN AIR FORCE, ON THE FOLLOWING ROUTES (ROUTES):	RATES% (Tx)
<b>Exports</b> (shipment, storage, transit, transhipment, etc.) <b>from our suppliers</b> based in Europe, Africa, Asia and Oceania to the <b>end-user</b> based in Brazil.	
<b>Imports</b> (shipment, storage, transit, transhipment, etc.) <b>shipped from the Brazilian Air Force central warehouse</b> (CTLA - Air Force Logistics Transport Center) in the city of Rio de Janeiro, Brazil, to our <b>suppliers</b> based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated rate (%) relating to cargo insurance cover, at your earliest convenience.

The estimated rate will not be used for contracting, but it serves as a basis to prepare the basic project and launch the related public tender. After obtaining the necessary information, the Brazilian Aeronautical Commission in Europe will perform a bidding process for companies to participate, including yours, should you decide to take part.

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Best regards,

Joao Henrique Bassani  
Contract Department  
axa.direct.gj@axa.com.hk  
Phone: (+44) 20 7440-4894

Brazilian Aeronautical Commission  
in Europe  
Phone: (+44) 20 7440-4894  
[www.bace.org.uk](http://www.bace.org.uk)  
18 Great James Street, London-UK,  
WC1N 3DP

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**Cargo Insurance Quotation for BACE**

Joao Henrique P. Bassani

Sent: Tue 21/06/2022 16:21  
To: insuring@sevenseasins.com  
Cc: AuxDL; ChefeSM; Jancarlo F. Nunes

Message: INSTRUCTION FOR COMPLETING THE PRICE PROPOSAL \_ Proposta\_Preços.docx (95 KB)

Dear Sir or Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request an estimated price (quotation) for the provision of cargo insurance cover *World to World* for our materials, according to the information below:

FULL COVERAGE, OPEN POLICY, DOOR-TO-DOOR (COVERAGE OF 90 DAYS DURING THE TRANSIT FROM THE ORIGIN TO THE DESTINATION OF THE GOODS), AGAINST ALL RISKS FOR MATERIALS AND EQUIPMENT ACQUIRED BY BACE ON BEHALF OF THE BRAZILIAN AIR FORCE, ON THE FOLLOWING ROUTES (ROUTES):	RATES% (Tx)
<b>Exports</b> (shipment, storage, transit, transhipment, etc.) <b>from our suppliers</b> based in Europe, Africa, Asia and Oceania to the <b>end-user</b> based in Brazil.	
<b>Imports</b> (shipment, storage, transit, transhipment, etc.) <b>shipped from the Brazilian Air Force central warehouse</b> (CTLA - Air Force Logistics Transport Center) in the city of Rio de Janeiro, Brazil, to our <b>suppliers</b> based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated rate (%) relating to cargo insurance cover, at your earliest convenience.

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For further details on how to complete the above simplified rate proposal and on the value of our imported/exported materials and freights from 2017 to 2020, please see the full version of the proposal attached to this email. Feel free to fill in the abridged version on the body of this message or / and its full version.

Should you have any queries or concerns regarding this matter, please feel free to contact our Department of Tenders and Contracts on [chefe.cabe@fab.mil.br](mailto:chefe.cabe@fab.mil.br); [ChefeLC@bace.org.uk](mailto:ChefeLC@bace.org.uk), carbon copying (cc) the following emails: [chefsmb.cabe@fab.mil.br](mailto:chefsmb.cabe@fab.mil.br); [chefsmb@bace.org.uk](mailto:chefsmb@bace.org.uk); [auxsm.cabe@fab.mil.br](mailto:auxsm.cabe@fab.mil.br); [joahenrique@bace.org.uk](mailto:joahenrique@bace.org.uk); [nf.jancarloimfn@fab.mil.br](mailto:nf.jancarloimfn@fab.mil.br)

Best regards,

Joao Henrique Bassani  
Contract Department  
[axa.direct.gj@axa.com.hk](mailto:axa.direct.gj@axa.com.hk)  
Phone: (+44) 20 7440-4894

Brazilian Aeronautical Commission  
in Europe  
Phone: (+44) 20 7440-4894  
[www.bace.org.uk](http://www.bace.org.uk)  
18 Great James Street, London-UK,  
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**Cargo Insurance Quotation for BACE**

Joao Henrique P. Bassani

Sent: Tue 21/06/2022 16:23

To: enquiries@loyds.com

Cc: AuxDL; Jancarilo F. Nunes; ChefESM

Message INSTRUCTION FOR COMPLETING THE PRICE PROPOSAL \_ Proposta\_Preços.docx (95 KB)

Dear Sir or Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request an estimated price (quotation) for the provision of cargo insurance cover *World to World* for our materials, according to the information below:

FULL COVERAGE, OPEN POLICY, DOOR-TO-DOOR (COVERAGE OF 90 DAYS DURING THE TRANSIT FROM THE ORIGIN TO THE DESTINATION OF THE GOODS), AGAINST ALL RISKS FOR MATERIALS AND EQUIPMENT ACQUIRED BY BACE ON BEHALF OF THE BRAZILIAN AIR FORCE, ON THE FOLLOWING ROUTES (ROUTES):	RATES% (Tx)
Exports (shipment, storage, transit, transhipment, etc.) from our suppliers based in Europe, Africa, Asia and Oceania to the end-user based in Brazil.	
Imports (shipment, storage, transit, transhipment, etc.) shipped from the Brazilian Air Force central warehouse (CTLA - Air Force Logistics Transport Center) in the city of Rio de Janeiro, Brazil, to our suppliers based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated rate (%) relating to cargo insurance cover, at your earliest convenience.

The estimated rate will not be used for contracting, but it serves as a basis to prepare the basic project and launch the related public tender. After obtaining the necessary information, the Brazilian Aeronautical Commission in Europe will perform a bidding process for companies to participate, including yours, should you decide to take part.

For further details on how to complete the above simplified rate proposal and on the value of our imported/exported materials and freights from 2017 to 2020, please see the full version of the proposal attached to this email. Feel free to fill in the abridged version on the body of this message or / and its full version.

Should you have any queries or concerns regarding this matter, please feel free to contact our Department of Tenders and Contracts on [chefelc@bace.org.uk](mailto:chefelc@bace.org.uk); [carbon copying \(cc\)](mailto:carbon-copying@bace.org.uk) the following emails: [chefesm@bace.org.uk](mailto:chefesm@bace.org.uk); [auxsm@bace.org.uk](mailto:auxsm@bace.org.uk); [joaohenrique@bace.org.uk](mailto:joaohenrique@bace.org.uk); [nf.jancarilo@bace.org.uk](mailto:nf.jancarilo@bace.org.uk)

Best regards,



João Henrique Bassani  
Contracts Department  
[joaohenrique@bace.org.uk](mailto:joaohenrique@bace.org.uk)  
Phone: (+44) 20 7440-4894



Brazilian Aeronautical Commission in Europe  
Phone: (+44) 20 7440-4894  
[www.bace.org.uk](http://www.bace.org.uk)  
18 Great James Street, London-UK, WC1N 3DP



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Dear Sir or Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request an estimated price (quotation) for the provision of cargo insurance cover *World to World* for our materials, according to the information below:

Full Coverage, Open Policy, door-to-door (coverage of 90 days during the transit from the origin to the destination of the goods), against all risks for materials and equipment acquired by BACE on behalf of the Brazilian Air Force, on the following routes (ROUTES):	RATES% (Tx)
Exports (shipment, storage, transit, transhipment, etc.) from our suppliers based in Europe, Africa, Asia and Oceania to the end-user based in Brazil.	
Imports (shipment, storage, transit, transhipment, etc.) shipped from the Brazilian Air Force central warehouse (CTLA - Air Force Logistics Transport Center) in the city of Rio de Janeiro, Brazil, to our suppliers based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated rate (%) relating to cargo insurance cover, at your earliest convenience.

The estimated rate will not be used for contracting, but it serves as a basis to prepare the basic project and launch the related public tender. After obtaining the necessary information, the Brazilian Aeronautical Commission in Europe will perform a bidding process for companies to participate, including yours, should you decide to take part.

For further details on how to complete the above simplified rate proposal and on the value of our imported/exported materials and freights from 2017 to 2020, please see the full version of the proposal attached to this email. Feel free to fill in the abridged version on the body of this message or / and its full version.

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Best regards,



João Henrique Bassani  
Contracts Department  
[joaohenrique@bace.org.uk](mailto:joaohenrique@bace.org.uk)  
Phone: (+44) 20 7440-4894



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**Re: Cargo Insurance Quotation for BACE**

Dennis <dennisg@pafinsurance.com>

Sent: Tue 21/06/2022 16:25

To: Joao Henrique P. Bassani; info@pafinsurance.com

Cc: AuxDL; Jancarlo F. Nunes; ChefeSM

Sorry, Cannot help.

Thank you,  
Dennis Gershman  
PAF Insurance Services LLC  
Pacific Atlantic Freight LLC  
4607 Lakeview Canyon Rd. Ste #341  
Westlake Village, CA 91361  
Toll Free Direct: 1 (800) 297-7550  
Fax: (805) 267-4837

[www.pafshipping.com](http://www.pafshipping.com)

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**RE: Cargo Insurance Quotation for BACE [ ref:\_00D90s6fp\_5002v35GM7Y:ref ]**

[AXA P&C Retail] <axa.direct.gi@axa.com.hk>

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Sent: Wed 22/06/2022 05:16  
To: Joao Henrique P. Bassani  
Cc: AuxDL; ChefesSM; Jancarlo F. Nunes

Dear Sir or Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request an estimated price (quotation) for the provision of cargo insurance cover *World to World* for our materials, according to the information below:

FULL COVERAGE, OPEN POLICY, DOOR-TO-DOOR (COVERAGE OF 90 DAYS DURING THE TRANSIT FROM THE ORIGIN TO THE DESTINATION OF THE GOODS), AGAINST ALL RISKS FOR MATERIALS AND EQUIPMENT ACQUIRED BY BACE ON BEHALF OF THE BRAZILIAN AIR FORCE, ON THE FOLLOWING ROUTES (ITINERARIES):	RATES% (T%)
Exports (shipment, storage, transit, transhipment, etc.) from our suppliers based in Europe, Africa, Asia and Oceania to the end-user based in Brazil.	
Imports (shipment, storage, transit, transhipment, etc.) shipped from the Brazilian Air Force central warehouse (CTLA - Air Force Logistics Transport Center) in the city of Rio de Janeiro, Brazil, to our suppliers based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated rate (%) relating to cargo insurance cover, at your earliest convenience.

The estimated rate will not be used for contracting, but it serves as a basis to prepare the basic project and launch the related public tender. After obtaining the necessary information, the Brazilian Aeronautical Commission in Europe will perform a bidding process for companies to participate, including yours, should you decide to take part.

For further details on how to complete the above simplified rate proposal and on the value of our imported/exported materials and freights from 2017 to 2020, please see the full version of the proposal attached to this email. Feel free to fill in the abridged version on the body of this message or send us full version.

Should you have any queries or concerns regarding this matter, please feel free to contact our Department of Tenders and Contracts on [chefes.cabe@fab.mil.br](mailto:chefes.cabe@fab.mil.br); [ChefesLC@bace.org.uk](mailto:ChefesLC@bace.org.uk), carbon copying (cc) the following email: [chefesm.cabe@fab.mil.br](mailto:chefesm.cabe@fab.mil.br); [chefesm@bace.org.uk](mailto:chefesm@bace.org.uk); [jancarlo.cabe@fab.mil.br](mailto:jancarlo.cabe@fab.mil.br); [jacobhenriquet@bace.org.uk](mailto:jacobhenriquet@bace.org.uk); [jancarlo@bace.org.uk](mailto:jancarlo@bace.org.uk); [jancarlo@bace.org.uk](mailto:jancarlo@bace.org.uk)

Best regards,

	<p>João Henrique Bassani Contracts Department <a href="mailto:jhb@bace.org.uk">jhb@bace.org.uk</a> Phone: +44 (0)20 7440-4894</p>	<p>Brazilian Aeronautical Commission in Europe Phone: +44 (0)20 7440-4894 <a href="http://www.bace.org.uk">www.bace.org.uk</a> 18 Garsington Road, London, WC1N 3DP</p>	
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**Cargo Insurance Quotation for BACE**

Joao Henrique P. Bassani

Sent: Wed 15/06/2022 13:31  
To: danny.richards@heathcrawford.co.uk; oliver@heathcrawford.co.uk  
Cc: ChefesSM; Jancarlo F. Nunes; AuxDL

Dear Sir/Madam,

The Brazilian Aeronautical Commission in Europe (BACE) would like to request as many estimated prices (quotations) from different companies for the provision of cargo insurance cover for our materials, according to the information below:

FULL COVERAGE, OPEN POLICY, DOOR-TO-DOOR (COVERAGE OF 90 DAYS DURING THE TRANSIT FROM THE ORIGIN TO THE DESTINATION OF THE GOODS), AGAINST ALL RISKS FOR MATERIALS AND EQUIPMENT ACQUIRED BY BACE ON BEHALF OF THE BRAZILIAN AIR FORCE, ON THE FOLLOWING ROUTES (ITINERARIES):	RATES%
Exports (shipment, storage, transit, transhipment, etc.) from our suppliers based in Europe, Africa, Asia and Oceania to the end-user in Brazil.	
Exports (shipment, storage, transit, transhipment, etc.) from the central warehouse of the Brazilian Air Force (CTLA - Rio de Janeiro, Brazil) to our suppliers based in Europe, Africa, Asia and Oceania, for repair and/or services.	

BACE appreciates your efforts in order to present the estimated price, and would like to kindly request your company to send by e-mail the estimated price (rate) at your earliest convenience.

The estimated price will not be used for contracting; it will only serve as a basis for us to prepare the project to launch the public tender. Furthermore, after getting the necessary information, the Brazilian Aeronautical Commission in Europe will perform a bidding process for companies to participate.

Sincerely,

	<p>João Henrique Bassani Contracts Department <a href="mailto:jhb@bace.org.uk">jhb@bace.org.uk</a> Phone: +44 (0)20 7440-4894</p>	<p>Brazilian Aeronautical Commission in Europe Phone: +44 (0)20 7440-4894 <a href="http://www.bace.org.uk">www.bace.org.uk</a> 18 Garsington Road, London, WC1N 3DP</p>	
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**DRAFT EXPENDITURE CONTRACT**

**Nº /CABE/**

**(PAG Nº 67103. 220094/2022-78)**

**CLAUSE 1 - OBJECT, SUBCONTRACTING AND CHARACTERISTIC ELEMENTS**

**CLAUSE 2 - EXECUTION REGIME**

**CLAUSE 3 - PRICES, PAYMENT TERMS AND READJUSTMENT**

**CLAUSE 4 - DEADLINES**

**CLAUSE 5 - THE BUDGET RESOURCES**

**CLAUSE 6 - OBLIGATIONS OF THE CONTRACTED**

**CLAUSE 7 - OBLIGATIONS OF THE CONTRACTOR**

**CLAUSE 8 - SUPERVISION OF THE CONTRACT**

**CLAUSE 9 - PENALTIES**

**CLAUSE 10 - TERMINATION OF THE CONTRACT**

**CLAUSE 11 - ADDITIONS AND SUPPRESSIONS**

**CLAUSE 12 - VINCULATION**

**CLAUSE 13 - LEGAL BASIS, APPLICABLE LAW, JURISDICTION AND  
ARBITRATION**

**CLAUSE 14 - ACTS OF GOD OR FORCE MAJEURE**

**CLAUSE 15 - REGULATION OF CLAUSES AND CONTRACT AMENDMENTS**

**CLAUSE 16 - EXTENSION**

**CLAUSE 17 – PARTS OF THIS CONTRACT**

**CLAUSE 18 - CONFIDENTIALITY**

**CLAUSE 19 – CURRENCY**

**CLAUSE 20 – LANGUAGE**

**CLAUSE 21 - RESPONSABILITY**

**CLAUSE 22 – CORRESPONDANCES AND NOTIFICATIONS**

**CLAUSE 23 – FINAL PROVISIONS**



**MINISTRY OF DEFENSE**  
**AERONAUTICAL COMMAND**  
**BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

**EXPENDURE CONTRACT Nº        /CABE/  
PAG NUP: 67103. 220094/2022-78**

The following parties met at the Brazilian Aeronautical Commission in Europe - BACE, to contract under the conditions that follow, declaring the subjection to the clauses and conventions stipulated in this CONTRACT.

**I - CONTRACTOR:** Federal Republic of Brazil - UNIÃO, Ministry of Defense, through the Aeronautics Command (COMAER), represented by the Brazilian Aeronautical Commission in Europe, located at 16, GREAT JAMES STREET, WC1N 3DP – London, United Kingdom, registered in the CNPJ under the number 00.394.429/0042-89, in the person of its Authorising Officer for Expenditure, ....., CPF nº ....., nominated to the position of Authorising Officer for Expenditure of CABE by Decree ....., published in the Diário Oficial da União .....

**II - CONTRACTED:** ....., established at .....(full address)....., herein represented by Mr. ...., (nationality), (marital status), (occupation), holder of the identity card (passport) nº ....., and CPF nº ....., resident at .....

**III - DEFINITIONS:**

For the present contract, the following definitions will be accepted, in addition to those stated in the Term of Reference nº014/CABE/2022:

- a) **BACE**, for Brazilian Aeronautical Commission in Europe;
- b) **CELOG**, for Aeronautical Logistics Centre;
- c) **COMAER**, for Aeronauticals Command;
- d) **CONTRACTED**, for .....

- e) **CONTRACTOR**, for the federal government - UNIÃO, a legal entity of internal public law, through the Aeronautics Command (COMAER), represented by the Aerospace Operations Command – COMAE;
- f) **COMREC**- Commission designated by BACE to inspect the execution of the services described in this Letter of Invitation, as in the subsequent contract to be signed by both parties (BACE and CONTRACTED);
- g) **DOU** – Diário Oficial da União
- h) **DLC** –CABE's Bidding and Contracting Division
- i) **AUDIT**, for the bodies, agents, contractors or commission designated by the CONTRACTOR as its representatives with the CONTRACTED one, in order to verify and inspect the fulfilment of this CONTRACT;
- j) **FORCE MAJEURE**, for the occurrence of a concrete fact, whose effects were not possible to be avoided or prevented, or for the supervening of an exceptional or unpredictable fact, foreign to the will of the parties, which fundamentally changes the conditions of execution of the CONTRACT, as for example, meteorological factors, orbital correction manoeuvres or collision avoidance, as well as other factors not related to the action or omission of the CONTRACTED.
- k) **SILOMS** - Integrated Logistics System for Materials and Services Management
- l) **SM** –CABE's Material Section

## **CLAUSE 1 - OBJECT, SUBCONTRACTING AND CHARACTERISTIC ELEMENTS**

1.1. The object of this CONTRACT is to hire an insurance company with the capacity to provide total and complete coverage, on demand, in the door-to-door modality, against all risks and damages to materials and equipment of a military and aeronautical nature under the conditions and requirements established in this Term of Reference and its annexes.

1.2. The object of this CONTRACT is performed in strict compliance with the Reference Term No. 001/SM/2022.

## **CLAUSE 2 - EXECUTION REGIME**

2.1. This CONTRACT is entered into by the unit price regime.

## **CLAUSE 3 - PRICES, PAYMENT TERMS AND READJUSTMENT**



3.1. The total amount of the present contract is USD XXXXX (..... US DOLLARS).

3.2. The CONTRACTED will not charge the CONTRACTOR any other amounts and/or provisions, notably those referring to the items listed below:

- a) Workforce and respective social charges;
- b) Fees, taxes or fiscal charges on the object of this contract;
- c) Transport, food, accommodation or other expenses, of any nature, with the CONTRACTED's personnel designated to perform any activities linked to the object of this CONTRACT;
- d) Payment for services contracted by the CONTRACTED's employees or contractors;

3.3. Payments for the provision of services will be made in accordance with the events contained in the Reference Term No. 001/SM/2022.

3.4. The payments will be made by the CONTRACTOR, directly and exclusively to the CONTRACTED, in the conditions foreseen herein, observing the following procedure:

- a) The CONTRACTED will issue the invoice related to the event held, against the CABA according to the Reference Term;
- b) Within 30 (thirty) consecutive days from the delivery of the documentation in the CONTRACTOR's protocol, the payment will be done.

3.5. Invoice negotiation arising from this supply with banks or any other financial institutions, including factoring companies, is prohibited.

3.6. The Invoice will be paid as long as the previous obligations of the CONTRACTED have been completely fulfilled up to the date of the event that originated the invoicing.

3.7. Payments will be made by the CONTRACTOR, at no cost to the CONTRACTED, in the name of ....., in a bank address abroad, in US Dollars.

3.8 In the event of any delay in payment, provided that the CONTRACTED has not contributed in any way to this, the amount due must be increased by late payment charges proportional to the days of delay, calculated from the scheduled payment deadline, provided for in item " c" of sub-clause 3.8, until the date of effective payment, at the rate of 6% (six percent) per year, applying the following formula:

$$E = M \times I \times N \times V$$

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

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

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

N = Number of days between the due date

for payment and the actual payment date

VP = Overdue Installment Amount

3.9 The value of the continued services contract with a term equal to or greater than 12 (twelve) months is non-adjustable

#### **CLAUSE 4 – DEADLINES**

4.1. The period of validity of this CONTRACT will be 12 (twelve) months, renewable for successive periods of 12 (twelve) months, up to a limit of 60 (sixty) months, counted from the date of its signature by the legal representatives of the parties.

4.2. The CONTRACTED will observe, during the execution of the contractual object, the intermediate deadlines contained in the Reference Term nº 001/SM/2022.

4.3. If the CONTRACTOR fails to fulfill an obligation that causes a delay in the performance of the CONTRACTED'S obligations, the CONTRACTED shall have the right to compensation in as many days as the number of days related to the delay occurred, and the parties shall make every effort to overcome it.

4.4. The compensation provided in sub-clause 4.3 will not be argued by the CONTRACTED as a justification for delays in other obligations independent of the delayed obligation.

4.5. The compensation referred to in Sub-Clause 4.3 will only be granted to the CONTRACTED when it is demonstrated that the non-performance by the CONTRACTOR caused the delay in the performance of its contractual obligations.

4.6. The anticipation, not agreed, of any event by one of the parties will not obligate the other to fulfill its obligations before the dates foreseen in this CONTRACT.

4.7. The non-observance of the deadlines set in the Reference Term nº 001/SM/2022, will only be admitted by the CONTRACTOR when it is due to force majeure or act of God, according to the provisions of Clause 14, or facts proven imputable to the CONTRACTOR itself.

#### **CLAUSE 5 - THE BUDGET RESOURCES**

5.1 The expenses resulting from the bidding process will be supported by funds made available in CABE's Action Plan, according to Commitment Note AAAANXXXXXXXXXX.

5.2 Payments will be made to the CONTRACTED, by CABE, in US dollars (USD).

#### **CLAUSE 6 - OBLIGATIONS OF THE CONTRACTED**

6.1 Perform the services with the allocation of employees necessary for the perfect fulfillment of the contractual clauses in the quality specified in these Reference Terms and in the proposal presented in the bidding.

6.2 Use qualified employees with basic knowledge of the services to be performed, in accordance with the standards and determinations in effect.

6.3 Comply with all the requirements related to Labor, Social Security, Tax, Fiscal, and Labor Safety Laws, being fully responsible, directly or indirectly, for the generating facts that are inherent to the Contract.

6.4 Communicate to the Contract Supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that takes place in the coverage of the services provided.

6.5 Provide any clarification or information requested by the Contractor or its representatives, guaranteeing them access, at any time, to documents related to the insurance coverage.

6.6 Submit in advance, in writing, to the Contractor, for review and approval, any changes in the executive methods that deviate from the specifications in these Terms of Reference.

6.7 Bear the burden resulting from an eventual mistake in the dimensioning of the quantities in its proposal, including the variable costs resulting from future and uncertain factors.

6.8 Bear the transportation, food, lodging, and social security expenses of its employees involved in the services specified in this Term of Reference, including, when necessary, the displacement between countries.

6.9 Provide full and complete coverage for any accident or damage to the material described in the terms described in item 5.2 of the Reference Term.

6.10 Charge for the services rendered, issuing a monthly invoice based on the information presented in the Shipments Report and the percentage presented in its price proposal (BID process).

6.11 Comply with all the formalities for the ascertainment of cargo losses, as detailed in item 6.3 of the Reference Term.

6.12 Perform and charge for the services rendered, as described in these Terms of Reference.

6.13 Designate a company representative to attend all requests from the Contractor and the Contract Supervision.

## **CLAUSE 7 - OBLIGATIONS OF THE CONTRACTOR**

- 7.1 Require the fulfillment of all obligations undertaken by the Contracted, according to the contractual clauses and the terms of its proposal.
- 7.2 Perform the follow-up and the inspection of the services, by a specially designated server or commission, writing down in a proper register the failures detected, indicating day, month, and year, and forwarding the notes to the competent authority for the appropriate measures.
- 7.3 Notify the Contracted in writing of the occurrence of any imperfections, failures, or irregularities found during the execution of the services, setting a deadline for their correction, making sure that the solutions proposed are the most adequate.
- 7.4 Pay the Contracted the amount resulting from the provision of the service, within the period and under the conditions established in this Reference Term.
- 7.5 Provide in writing the necessary information for the development of the services object of the contract, as well as clarify all the doubts raised by the bidders and/or the Contracted.
- 7.6 Comply with all the formalities for the ascertainment of cargo losses, as detailed in item 6.3 of the Reference Term.

## **CLAUSE 8 - SUPERVISION OF THE CONTRACT**

- 8.1 The Control and Supervision will be carried out by Administration Agents, specifically designated by CABA's Administration.
- 8.2 The Supervision of the contractual execution consists of:
  - a) Monitor the development of the services since the identification of the need for insurance coverage until the receipt by the final requester of the goods;
  - b) Verify the conformity of the services, the contractual compliance based on the criteria established in this Term of Reference and the contractual terms, as well as the availability of the necessary resources;
  - c) To follow up and inspect the contractual performance, verifying the fulfillment of the obligations arising from the service;
  - d) Submit to the evaluation of the Expenditure Orderer all the proposals, questionings, discrepancies and difficulties found during the contract execution, or those that need approval and/or decision; and
  - e) Record all events related to the execution of the service.
- 8.3 The monitoring and supervision of contractual performance performed by the Contractor does not eliminate the responsibility of the Contracted, including before third parties, for any irregularities, even if arising from technical imperfections, failures or improper use of the

equipment. In the occurrence of such incidents, they do not imply the shared responsibility of the Contractor, its representatives or employees.

## **CLAUSE 9 - PENALTIES**

9.1 The CONTRACTED commits an administrative offence by:

9.1.1 Failure in the execution of the contract, by total or partial non-performance of any of the obligations assumed in the contract;

9.1.2 Delaying the execution of the object;

9.1.3 Committing fraud in the execution of the contract;

9.1.4 Behaving dishonestly; or

9.1.5 Committing tax fraud.

9.2 For the total or partial non-execution of the object of this contract, the Administration may apply the following sanctions to the CONTRACTED:

9.2.1 Written warning, in the event of non-compliance with any of the contractual obligations considered to be minor faults, understood as those that do not cause significant damage to the contracted service;

9.2.2 Penalty of:

9.2.2.1 0.1% (one tenth percent) to 0.2% (two tenths percent) per day on the value of the insured property plus costs related to transportation in case of delay in the execution of the services, limited to 15 (fifteen) days. After the fifteenth day and at the discretion of the Administration, in the case of delayed execution, non-acceptance of the object may occur, in such a way as to configure, in this case, total non-performance of the obligation undertaken, without prejudice to the unilateral termination of the agreement;

9.2.2.2 0.1% (one tenth percent) up to 10% (ten percent) on the value of the asset insured plus the costs of transportation, in case of delay in the execution of the object, for a period longer than the period provided in the sub-item above, or partial non-performance of the obligation undertaken;

9.2.2.3 ; 0.1% (one tenth percent) up to 15% (fifteen percent) on the value of the insured asset plus the costs related to transportation, in case of total non-performance of the assumed obligation; and

9.2.2.4 The fine penalties arising from different facts will be considered independent of each other.

9.2.3 Suspension from bidding and impediment to contract with the organ, entity or administrative unit by which the Brazilian Public Administration concretely operates and acts, for a period of up to two years.

9.2.4 Sanction of impediment from bidding and contracting with bodies and entities of the Brazilian Government, with the consequent disqualification of the CABA Companies Registry for a period of up to five years.

9.2.5 Declaration of unsuitability to bid or contract with the Brazilian Public Administration, while the reasons for the punishment persist or until rehabilitation is promoted before the very authority that applied the penalty, which will be granted whenever the Contractor reimburses the Contracting Party for the damages caused;

9.3 The Sanction of impediment to bidding and contracting provided for in item 9.2.3 is also applicable in any of the cases provided for as an administrative infraction in this Term of Reference.

9.4 The application of any of the penalties provided for will take place in an administrative process that will assure the Contractor the contradictory and ample defense.

9.5 The fines due and/or damages caused to the Contractor will be deducted from the amounts to be paid, or collected in favor of the Federal Government, or deducted from the guarantee, or yet, when applicable, will be registered in the Federal Active Debt and judicially charged.

9.5.1 If the Contractor determines, the fine must be collected within 30 (thirty) days from the date of receipt of the communication sent by the competent authority.

9.6 If the amount of the fine is not sufficient to cover the losses caused by the bidder's conduct, the Union or Entity may collect the remaining amount in court.

9.7 The competent authority, when applying sanctions, will take into consideration the gravity of the offender's conduct, the educational character of the penalty, as well as the damage caused to the Administration, observing the proportionality principle.

9.8 The penalties will be obligatorily registered in the CABA's Companies Register.

## **CLAUSE 10 - TERMINATION OF THE CONTRACT**

10.1 The following are grounds for termination of this CONTRACT: noncompliance or irregular compliance with tender rules or contractual clauses, specifications, projects or deadlines; non-compliance with the regular determinations issued by the authority designated to follow up and inspect its execution or by a higher authority; corporate alteration or change in the purpose or structure of the company that restricts its capacity to conclude the contract; declaration of bankruptcy or civil insolvency; dissolution of the company or death of the contractor and fortuitous or force majeure events, regularly proven, which prevent the execution of the contract.

10.2 Verified the supervening reason for rescission, in the form of the provisions of sub-clause 10.1, the CONTRACTOR will suspend, immediately, the payment of the installments not yet released, and the CONTRACTED must present, within 30 (thirty) calendar days from the date of

the reception of the notification of rescission, all the receipts of the expenses incurred in the execution of the object.

10.3 The CONTRACTOR will issue a detailed notification, in which it will communicate the rescission with the fundamentals of its decision.

10.4 The occurrence of FORCE MAJEURE may generate grounds for termination of this CONTRACT, provided that its consequences remain for 30 (thirty) calendar days or more, being configured as impeding the continuity of performance of the contract object, subject to the provisions of subclause 10.2.

#### **CLAUSE 11 –ADDITIONS AND SUPPRESSIONS**

11.1 The CONTRACTED is obligated to accept, in the same conditions agreed upon, the additions or suppressions of up to 25% (twenty-five percent) of the initial value of this contract, which at the discretion of the CONTRACTOR, may be necessary, with the option to suppress beyond this limit, by agreement between the parties.

11.2 The increases and suppressions mentioned in clause 11.1 will be formalized by means of Additional Terms to the original Contract, based on opinions or justifications

#### **CLAUSE 12 -VINCULATION**

12.1 This CONTRACT is bound to PAG No. 67103.200094/2022-78 of bidding process No. 13/CABE/2022 and to the CONTRACTED's proposal.

#### **CLAUSE 13 - BASIS, APPLICABLE LAW, JURISDICTION AND ARBITRATION**

13.1 This **CONTRACT is entered into by the unit price regime.**

13.2 The following basic principles apply to this contract: equality, selection of the most advantageous proposal for the Administration, legality, impersonality, morality, publicity, efficiency, equality, public interest, planning, transparency, effectiveness, segregation of functions, motivation, administrative probity, binding to the summoning instrument, legal security, reasonability, competitiveness, proportionality, celerity and economy

13.3 Matters arising out of the performance of this instrument which cannot be resolved administratively, including non-contractual disputes or claims arising out of or in relation to it, or its subject matter, shall be governed by and interpreted in accordance with English Law.

13.4 The **CONTRACTED appoints Mr. ...., nationality, marital status, profession, identity card no. ...., CPF no. ...., resident and domiciled at ....., as its legal representative, to receive summons and respond administratively and judicially, on its behalf.**

13.5 Any change in the representative of the CONTRACTED, as referred to in sub-clause 13.4, shall be made by means of an amendment.

13.6 In exceptional cases and in the face of circumstances that may affect the fulfillment of obligations assumed by the parties, due to restrictions of the laws of England, the parties may opt for the choice of international arbitration of one of the International Chambers of Arbitration recognized by the parties.

13.7 The decision of the International Chamber of Arbitration is final, definitive and recognised by the parties.

13.8 There will be no interruption in the performance of the parties' obligations while the judicial or, if applicable, arbitration proceedings last, except in cases of termination of the contract.

#### **CLAUSE 14 - ACTS OF GOD OR FORCE MAJEURE**

14.1 The act of God or force majeure is characterized by the occurrence of a concrete fact, whose effects were not possible to be avoided or prevented, or by the supervening of an exceptional or unforeseeable fact, foreign to the will of the parties, which fundamentally alters the conditions of execution of the CONTRACT.

14.2 The fortuitous cases and force majeure that have repercussion on the Financial Schedule may give rise to extension of the deadline, up to the limit of its duration, being the CONTRACTED obliged, in this case, to prove it legally and demonstrate the influence they had on the CONTRACT.

14.3 In the event of unforeseen circumstances or force majeure, the following procedure will be adopted:

- a) Up to 30 (thirty) calendar days after the beginning of its occurrence, the affected party shall estimate its consequences, communicating them to the other;
- b) Up to 30 (thirty) calendar days after the termination, the affected party shall provide legal proof of the occurrence and its consequences; and
- c) The party to whom the evidence is addressed shall, within 10 (ten) calendar days from the receipt of the communication, state whether it accepts or rejects the alleged reasons, giving its reasons in writing.

14.4 Upon completion of the procedure referred to in sub-clause 14.3, the period recognized as extending the period for compliance with contractual obligations will be explained in a document signed by the parties.

14.5 While the act of God or force majeure persists, no penalty, adjustment, indemnity or any other burden may be claimed.

14.6 The non-observance of the deadlines established in sub-clause 14.3 shall import, for the claiming party, the subjection to the contractual penalties and, for the party that does not contest, the acceptance of the alleged.



14.7 Once the effects of the unforeseeable circumstances or force majeure cease, the affected deadlines shall be reestablished, with the due corrections, at the most in equal proportion to the delays verified.

14.8 Observing the procedure provided in subparagraph "b" of subclause 14.3 and not being recognized by the CONTRACTOR the allegation of force majeure, the contractual term and the Physical-Financial Schedule originally established shall prevail.

## **CLAUSE 15 - REGULATION OF CLAUSES AND CONTRACT AMENDMENTS**

15.1 In order to meet the priorities of the Project and to speed up the performance of the obligations set forth in this CONTRACT, it is agreed that, by means of side letters signed by people authorized for this purpose, the parties may, by mutual agreement, regulate any clause of this instrument or make the adaptations, without changing the scope, prices or deadlines.

15.2 Any modifications, additions or suppressions of contractual clauses, of the term or of the object of this instrument will only be valid by means of Additional Terms, duly signed by people authorized for such purpose.

15.3 Once the formalization of the reverse letters and the Amendment Terms is completed, the respective instruments shall become an integral part of this CONTRACT.

## **CLAUSE 16 - EXTENSION**

16.1 The execution term of the object of this CONTRACT may be extended, up to the five-years limit in cases where the conditions and prices remain advantageous to the Administration.

16.2 The extension of the term, if any, shall be formalized by means of an Additional Term.

## **CLAUSE 17 - PARTS OF THIS CONTRACT**

17.1 For a better characterization of this CONTRACT, as well as to define procedures resulting from the obligations herein contracted, the attachments listed below are an integral part of this instrument, as if they were transcribed therein:

- a) Reference Term N° 01/SM/2022; and
- b) CONTRACTED's proposal;

## **CLAUSE 18 - CONFIDENTIALITY**

18.1 This CONTRACT is classified as OSTENSIVE.

## **CLÁUSULA 19 - CURRENCY**

19.1 For all legal and contractual purposes, the currency used for payments to be made under this CONTRACT shall be the United States dollar (USD).

## **CLÁUSULA 20 - LANGUAGE**

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

## **CLAUSE 21 - RESPONSABILITY**

21.1 The CONTRACTED recognizes its position of direct and exclusive responsibility for the full execution of the object of the present CONTRACT, in reason of which it assumes its full responsibility for the damages that, by itself, its agents and employees cause to the public patrimony or third parties, not excusing nor reducing this responsibility in view of the activity of the SUPERVISION and the monitoring of the works by the CONTRACTOR.

21.2 The CONTRACTED hereby assumes full responsibility, in court or out of court, for any delinquencies related to the payment of salaries of the personnel allocated or used in the execution of the services herein contracted, as well as the respective labor, tax and social security charges, exempting the UNION from any burden resulting from labor, social security and tax lawsuits filed by its employees and agents and third parties damaged by action or omission, voluntary or otherwise, on its part.

21.3 The parties, individually, will be responsible for any costs and indemnities, arising from illicit acts of civil or criminal nature, which involve their teams, in the contractual works and activities, when frequenting the other party's property, except in the cases in which these events have occurred through the fault of the visited party.

21.4 Any failure by the CONTRACTOR to demand the strict compliance with the obligations of the CONTRACTED, in the terms and conditions established in the present CONTRACT, including its annexes and the documents originated from them, or to tolerate procedures or the practice of acts of the CONTRACTED not supported by the dispositions of this instrument and, further, if the CONTRACTOR does not exercise its prerogatives deriving from this instrument, the CONTRACTED one recognizes that such liberalities do not constitute and will not constitute, whatever the case may be, a waiver or novation, and will not affect the right of the CONTRACTOR to take the corrective measures or the suitable providences, at any time, based on its contractual prerogatives or based on the law.

## **CLAUSE 22 – CORRESPONDANCES AND NOTIFICATIONS**

22.1 All correspondence, reports or notifications which are based on the provisions of this CONTRACT shall always be presented in writing, being considered received when delivered to the addresses indicated below or others that the parties may indicate during the execution of this

instrument:

- **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**  
Address: 16, GREAT JAMES STREET, LONDRES, REINO UNIDO, WC1N 3DP  
Phone: + 44 20 7440 4355 / 7440 4320 Fax: +44 20 7831 8129  
E-mail: [cabe@bace.org.uk](mailto:cabe@bace.org.uk)

- **NAME OF THE CONTRACTED COMPANY**

Address: XXXX  
Phone: XXXX  
Fax: XXXX  
E-mail: XXXX

22.2 The correspondence to which this Clause refers may be made by letter

22.3 The parties shall communicate any changes in the addresses mentioned in a written document, registered at the receiving agency, under penalty of applicable penalties.

### **CLAUSE 23 – FINAL PROVISIONS**

23.1 For all purposes of this CONTRACT, the CONTRACTED one agrees and recognizes, from now on, that the people in charge of the execution of its contractual obligations, individuals or legal entities, do not have representation or authorization from the CONTRACTOR to, in name of the latter, position themselves, speak or act, as well as they do not have with it, CONTRACTOR, any employment relationship

23.2 The draft of this CONTRACT was analyzed by the Legal Department of the Aeronautics Command - COJAER, in accordance with Opinion No. XXXXX/CGU/AGU, dated XXXXX XXXXXX of 2022

And, for being so agreed, the parties declare to accept all the provisions set forth in the Clauses of this CONTRACT, which, after being read and found to be in agreement, is signed by their representatives and witnesses below.

ANNEX: REFERENCE TERM N° 001/SM/2022

London, \_\_\_\_\_ 2022.



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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Este documento foi assinado e conferido eletronicamente com fundamento no artigo 6º, do Decreto nº 8.539 de 08/10/2015 da Presidência da República pelos assinantes abaixo:

Assinado via ASSINATURA CADASTRAL por Ten Cel Int LETÍCIA MOTA DE SOUZA no dia 16/11/2022 às 11:26:29 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Major ALEXANDRE ANTUNES FERNANDES no dia 16/11/2022 às 17:54:02 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 16/11/2022 às 18:31:49 no horário oficial de Brasília.