



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND**

BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

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

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bid@bace.org.uk

BIDDING PROCESS – REVERSE AUCTION Nº 16/BACE/2022

PROCESS Nº 67103.220197/2022-38

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 REVERSE 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: 06/12/2022

Time: 12:00H

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

Judgment Criteria: Lowest Price per item

Execution System: Unit Price

1. OBJECT

1.1 The object of this bidding is to select the most advantageous proposal for the contracting of unaccompanied baggage transportation on behalf of one military personnel, in accordance with the conditions, quantities and requirements established in this Bidding Process and its attachments.

1.2 The bidding will be divided into items, according to the table in the Reference Term, allowing the bidder to participate in as many items as it is interested in.

1.3 The criterion for judging will be the lowest price, subject to the requirements contained in this Bidding Process and its Annexes regarding the specifications of the object.

2. THE BUDGET RESOURCES

2.1 The expenses to attend this bid are programmed in a separate budget allocation, provided in the Union budget for the year 2022, in the classification below:

Management/Unit: 00001/120136

Source: 0100000000

Work Programme: 05331601221200001

Expense Element: 339033

PI: SMOV16BAG03

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 16/BACE/2022 BIDDER: _____[COMPANY NAME] ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS
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BID Nº 16/BACE/2022 BIDDER: _____[COMPANY NAME] ENVELOPE Nº 02 – PRICE PROPOSAL

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 Total price per item, in numeral, expressed in dollars, in accordance with the prices practiced in the market, considering the quantities stated in the Reference Term.

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 price, 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 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.

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 carried out international removals. 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 15.4 The term of the contract is 180 days, according to the terms established in the Terms of Reference (execution 150 days and payment 30 days).

16. READJUSTMENT IN A GENERAL SENSE

16.1 The rules on readjustment in a general sense of the contractual value are those established in the Reference Term, attached to this Bid Process.

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

20. INSURANCE

20.1 The insurance rules are those established in the Reference Term, attached to this Bid Process.

21 . ADMINISTRATIVE SANCTIONS

21.1 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.

21.2 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:

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

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

21.2.3 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;

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

21.4 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.

21.5 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.

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

22. CHALLENGING THE BID PROCESS AND REQUEST FOR CLARIFICATION

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

22.2 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.

22.3 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

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

22.5 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.

22.6 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.

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

22.7.1 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.

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

23. FINAL PROVISIONS

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

23.2 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.

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

23.4 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.

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

23.6 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.

23.7 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.

23.8 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.

23.9 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.

23.10 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.

23.11 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.

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

23.32 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

ANNEX VII – Draft Contract

DRAFTED BY:

MARIANA SAKATE ABE

Head of the Tender

APPROVED BY:

DELMO SIFRÔNIO FREIRE Cel Int

Head of BACE

ANNEX I-- FINAL TOTAL PRICE TO DESTINATION BRAZIL FOR INVITATION TO BIDDING PROCESS N°

16/BACE/2022 – item 1

FINAL PRICE FOR RELOCATION FROM LONDON – (UK) to RIO DE JANEIRO

Details	
Route	LONDON – (UK) to RIO DE JANEIRO
Freight	Maritime
Maximum allowance volume (cbm)	24
Maximum value of goods for insurance purposes (USD)	USD 89,180.00

Breakdown (USD)	
Price per cbm	\$
Total (Maximum allowance volume X Price per cbm)	\$
Fees (departure and destination)	\$
Total insurance (%)	\$
Total for relocation	\$

* please change the formula according to the actual %

Observations:

Volume:

Please note that if the volume to be transported is less than 24m³ the PARTY CONTRACTED must charge BACE for the **ACTUAL** volume. Actual volume is a net figure for the SERVICEMAN's HOUSEHOLD GOODS only, excluding packing, lifts vans, etc. Packaging, lifts vans, and all other items necessary to perform the removal satisfactorily must be provided but on top of the actual net figure allowance for the SERVICEMAN. If the company deems it necessary, an inspection may be carried out prior to the preparation of the proposal, for this, please send an email to bid@bace.org.uk.

The SERVICEMAN will book up to 02 (two) collections. The storage time before shipment and in Brazil, if necessary due to scheduling or travel between cities, is the responsibility of the contractor and must be included in the value of the proposal. Proposals that contain costs to be inserted afterwards will not be accepted.

INSURANCE:

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

Total:

Final price of the international door-to-door removal service, considering all costs involved (in US dollars).

Total Price Proposal for relocation is:

Name of company:

Name of authorised representative:

Data:

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. 16/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. 16/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.

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. 16/BACE/2022

Dear Sir/Madam,

I, _____, in conformity with the terms of the Bidding Process No. 16/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. 16/BACE/2022.

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

Complete Name of the Signing Authority

Identification of the BIDDER

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

**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. 16/BACE/2022

Dear Sir/Madam,

I, _____, in conformity with the letter "a" of the item 9.6 of the Bidding Process No. 16/BACE/2022, declare that the nature of business is related to _____ and so it is compatible with the object of this Bidding Process.

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. 16/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.

Complete Name of the Signing Authority
Identification of the BIDDER



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND**

BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

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

Phone: + 44 20 7440 4355 / 7440 4320 Fax: +44 20 7831 8129

bid@bace.org.uk

REFERENCE TERM

BIDDING PROCESS/ REVERSE AUCTION Nº 16/BACE/2022

PROCESS Nº 67103.220197/2022-38

1. OBJECT

1.1 The object of this Bidding Process is to hire door-to-door international baggage transportation services for 01 (one) military personnel, according to the conditions, quantities and requirements established in this instrument:

ITEM	DESCRIPTION/ SPECIFICATION	Unit of measure ment	Quantity	Maximum Unit Value USD
1	Transport of unaccompanied baggage between London (UK) - Rio de Janeiro (Brazil) Volum: 24m ³ Insurance: USD 89,180.00	SV	1	USD 19,061.55
TOTAL				USD 19.061,55

1.2 The Object of the bid has the nature of a common service of baggage transport.

1.3 The quantities of the items are listed in the table above.

1.4 The present contracting will adopt as the execution regime the Unit Price.

1. DEFINITIONS

2.1 BL (Bill of Lading) ou Conhecimento de Embarque Marítimo – is a document issued by a carrier to have knowledge about a cargo shipment.

2.2 BACE – Brazilian Aeronautical Commission in Europe.

2.3 REFERENCE TERM – Set of necessary and sufficient elements, with an adequate level of accuracy, to characterize the service that is the object of the bid. It is prepared based on the indications of preliminary technical studies, which ensure the technical feasibility and allow the evaluation of the costs of the work or service, defines the methods and deadlines for its execution.

2.4 COMAER: Aeronautical Command.

2.5 CONTRACTED –Winning company of the bid after the homologation and the awarding of the bid's object.

2.6 CONTRACTOR: União Federal – Aeronautical Command, represented by Brazilian Aeronautical Commission in Europe (BACE).

2.7 BIDDING PROCESS– It is defined as: the agreement that the Public Administration (CONTRACTOR), acting in this capacity, signs with a private individual or other Administrative Entity (CONTRACTED), for the execution of the services in question and under the conditions established by the Public Administration itself.

2.8 FAB – Brazilian Air Force.

2.9 AUDITOR – Individual or commission representing the CONTRACTING PARTY before the SERVICE PROVIDER, systematically appointed to monitor and supervise the execution of the contractual instrument, and complementary requests issued by the Union, in all its aspects.

2.10 INVOICE – Commercial document that formalizes a purchase and sale operation, abroad, and that should contain the following information, among others: quantity, supply unit, price, payment conditions, taxes, tariffs and bank details

2.11 OM – Military Organization.

2.12 AUTHORISING OFFICER– Administration Agent with competence to execute acts that result in the issuance of commitment notes, authorization for payments, supply of funds, approval of budgets, among others.

2.13 PAAI –Formal internal administrative procedure composed of the registration of all the acts and of the verification of administrative facts, necessary for the correct clarification and judgment of the Competent Authority, allowing it to instruct the due legal process, which culminates in the application or not of administrative sanctions.

2.14 PAG – Administrative Management Process.

2.15 TERM OF RECEIPT –Document issued by COMREC certifying and accepting the services carried out.

2. JUSTIFICATION AND OBJECTIVE OF THE CONTRACT

3.1 CABE has unique attributions within the Aeronautics Command, notably to centralize, within its area of operation, logistical support activities and services and the administration of agreements, adjustments and Bidding Processes abroad in Europe, Asia, Africa and Oceania. Additionally, it provides administrative support to the Aeronautical Attachés, the Reception Commissions, the other Organizations and also to the Aeronautics Military and Civilian personnel on missions in those continents.

3.2 The return to Brazil at the end of the mission abroad is a legal right, based on Law 5.809/72, amended by Law 13.328/16 and Decree 71.733/73, amended by Decree 8.594/15, and the Aeronautics Command is obliged to process the contracting on behalf of the Union.

Law nº 5.809/72:

Art 31. The Ministry to which the servant assigned to a mission abroad belongs provides the tickets and luggage transfer:

I - return ticket, with payment in national currency, if the mission is for a duration of 6 (six) months or less;

II - one-way ticket, with payment in national currency, and return ticket, in foreign currency, if the mission lasts longer than 6 (six) months;

III - with payment in foreign currency, when the server is already on another mission abroad

Art 32. The Executive will establish the cubic capacity and weight limits of the server's luggage that may be included in the transportation

Decree 71.733/73:

“ Art . 32. The server will be ensured the transfer, by land or sea, of the respective luggage, from door to door, including packaging, unpacking and insurance, and the Ministry or organ to which it is linked for the purposes of the mission it will carry out, or exercises, shall pay these expenses directly to the company responsible”.

3.3 In this scope, the object of this contract is the provision of door-to-door luggage transportation services for military and civilian personnel working for the FAB in the CABE's area of operation, at the end of the mission, including collection, storage, loading, unloading, customs clearance, delivery and assembly of goods.

3.4 Considering that the execution of the object occurs predominantly abroad, since the transportation of luggage starts abroad (measurement, packaging, collection, transportation), besides all the procedures regarding the clearance performed and intermediated by the company abroad, the bidding will be held abroad.

3. DESCRIPTION OF THE SOLUTION:

4.1 The hiring of a specialized company for luggage transportation at the end of the mission abroad is extremely important so that the object is fulfilled and meets the needs of civilians, military personnel and their families, whose end of the mission is essential upon their return to Brazil. Thus, the demand will be met in a way that is advantageous to the Administration, standardized and as previously authorized by CABE.

4. CLASSIFICATION OF SERVICES AND SUPPLIER SELECTION METHOD

5.1 This is a common, non-continuous service, to be contracted through a bidding process, in the pregão (public auction) method, in its presential form.

5.2 The rendering of the services does not generate an employment relationship between the employees of the Contracted Party and the Contracting Administration, being forbidden any relationship between them that characterizes personality and direct subordination.

5. CONTRACTING REQUIREMENTS

6.1 The contracting requirements cover the following points:

6.1.1 The CONTRACTED part is fully responsible for organising and providing insurance for the household goods to be transported from door to door. In the event of disputes, the CONTRACTED party is responsible for negotiating with the Insurer on behalf of the militaries and mediating any disputes. The mentioned insurance must be valid from the 1st collection until the delivery of all the DOMESTIC GOODS in the new address of the SERVANT in Brazil. If there is no agreement between the servant and the insurer, this Commission may carry out local legal consultation to resolve the impasse.

6.1.2 The packing and collection of the DOMESTIC GOODS shall be aligned with international removal standards and all packing materials supplied by the BIDDER that wins this Bidding Process shall be of FIRST CLASS QUALITY.

6.1.3 The public servant may choose to wrap some items. In this case, during the first collection, the CONTRACTED party will provide the requested packaging to allow the public servant to wrap the items, which will be removed during the second collection.

6.1.4 The CONTRACTED PARTY shall provide special packaging (e.g. wooden box) for items such as plasma TV / LCD, computers, glassware, paintings, etc.

6.1.5 DOMESTIC GOODS shall be collected or delivered on any floor, and shall include the assembly and disassembly of items and the disposal of debris.

6.1.6 The CONTRACTED is responsible for verifying and organizing, at the public servants residence in the country of origin, the best time and location of the trucks during the time of removal.

6.1.7 The SERVANT shall schedule up to 02 (two) pick-ups within the period to be requested by the SERVANT.

6.1.8 The volume is the net number to which the SERVANT is entitled, excluding packing materials and vans, however, it is imperative that all items of DOMESTIC GOODS are packed and placed in fumigated waterproofed vans (include health certificate) or similar. Therefore, ensure that your proposal takes these observations into consideration.

6.1.9 Please note that DOMESTIC GOODS must be inspected to verify the actual total volume to be transported. The SERVANT is entitled to the volume / insurance declared as the maximum allowance for each individual attachment. However, if the DOMESTIC GOODS to be transported do not reach the volume authorised to the CONTRACTED party shall charge the CABE the REAL volume / insurance. However, in the event that the total volume and/or insurance of the HIRED'S DOMESTIC GOODS exceeds the amount authorised by CABE, a written communication shall be sent to CABE, and the public servant shall pay the difference in value for the transportation costs. As described below, the actual volume is a net figure for the SERVANT'S DOMESTIC GOODS only, excluding packing, lifts, etc. Packing, lifts and all other items necessary to carry out the removal satisfactorily must be provided, but not as part of the volume allowed to the SERVANT.

6.1.10 The CONTRACTED party is responsible for all aspects of removal and for compliance with all legislation and customs clearance rules IN THE COUNTRY OF ORIGIN and in Brazil. Please also note that the CONTRACTED shall inform the SERVANT of all documents required for customs clearance, with sufficient time for the SERVANT to provide the documents.

6.1.11 The CONTRACTED PARTY shall be responsible for the packing list so that the items in the box can be identified in the best possible way.

6.1.12 BACE is not responsible for any additional costs, taxes or fees that may occur due to the negligence of the CONTRACTED PARTY or any other SUBCONTRACTED PARTY.

6.1.13 The CONTRACTED party shall inform the CUSTOMS AUTHORITIES of the diplomatic status of the PUBLIC SERVANT and his DOMESTIC GOODS, in specific cases where the SERVANT has this status. The CONTRACTED party shall inform the CUSTOMS

AUTHORITIES that the servant is a Brazilian government employee or member of the BACE.

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

6.1.15 The CONTRACTED PARTY shall provide the name and contact details in Brazil of the subcontracted party before the vessel transporting the household goods leaves the COUNTRY OF ORIGIN.

6.2 DEADLINES – THE CONTRACTED must meet the following deadlines:

6.2.1 Provide at least two date options for the public servant to collect the goods from the residence.

6.2.2 Within 15 (fifteen) working days after the date of shipment of the goods, provide BACE with the following information:

- date of departure;
- estimated date of arrival of the DOMESTIC GOODS in Brazil;
- Whenever applicable, provide evidence that the SERVANT's VAT refund documents were sent to the ORIGIN COUNTRY's customs authorities;
- Copy of the Bill of Lading;
- Copy of the INSURANCE DOCUMENT, confirming that the DOMESTIC GOODS have been insured;
- Copy of the inventory of all DOMESTIC GOODS. This list must be equal to the inventory of the insurance policy and of equal value;

6.3 The storage time before shipment is the contracted's responsibility.

6.4 The CONTRACTED party shall inform the servant, within 10 (ten) calendar days from the receipt of the Service Order, an extensive list of all the necessary documents the servant must provide in the COUNTRY OF ORIGIN and in Brazil for the door-to-door service and customs clearance.

6.5 The CONTRACTED party shall be responsible for guaranteeing a list containing all the necessary documents for the Shipment and Customs Clearance and any other necessary procedures will be sent to the PUBLIC SERVANT.

6. SUSTAINABILITY REQUIREMENTS

7.1 There are no sustainability criteria in this bid.

7. INSPECTION FOR THE BIDDING

8.1 For the correct dimensioning and preparation of its proposal, the bidder may conduct an inspection at the residence of the server, and should make the appointment with the same through the contacts below:

ITEM	Public Servant	Contact
1	TEN CEL LETÍCIA MOTA DE SOUZA	leticiams001@gmail.com leticialms@fab.mil.br +44 7501 744 736 +44 7472 745 079 +55 61 996179947

8.2 The period for inspection shall begin on the business day following publication of the Tender Protocol, and shall end on the business day preceding the date set for the opening of the public session.

8.2.1 For the inspection the bidder, or its legal representative, shall, if requested, present identification document and document issued by the company proving its qualification to conduct the inspection.

8.3 The failure to carry out the survey may not be based on subsequent allegations of ignorance of the facilities, doubts or forgetting any details of the locations of the provision of services, and the winning bidder should assume the onus of the resulting services.

8. OBJECT EXECUTION MODEL

9.1 The period of execution of the services will be 150 (one hundred and fifty) days, starting with the collection of the luggage.

9.2 The contract will be replaced by the issue of a Purchase Order to the successful Bidder, in accordance with UK legislation, and will be based on the specifications and conditions of this Tender Process and its annexes.

9.3 Questions of interpretation or clarification must be resolved by the BIDDER before the proposal.

9. MATERIALS TO BE PROVIDED

10.1 For the perfect execution of the services, the Contracted party must provide the necessary materials, equipment, tools and utensils, in the necessary quantities, promoting their replacement when necessary.

10. INFORMATION RELEVANT FOR DIMENSIONING THE PROPOSAL

11.1 The PRICE PROPOSALS must be presented in US dollars.

11.2 The Companies participating in the bidding process shall submit their Commercial Proposal based on the model provided in the Annex to the Final Tender Protocol.

11.3 The total cost should include all direct and indirect costs for the execution of the services, including expenses with materials and/or equipment, skilled or unskilled labour, insurance in general, auxiliary equipment, tools, labour and social security charges, taxes, fees, regulations and levies of any nature, in short, everything that is necessary for the total execution of the services, as well as profit.

11.4 The requests for the provision of services will be issued by the CONTRACTING PARTY, by e-mail, in order to authorize the provision of the SERVICE by the CONTRACTED PARTY.

11.5 The CONTRACTED PARTY is responsible for the entire period during which the cargo is under its responsibility, ceasing to be responsible after delivery to the recipient.

11.6 It is emphasized that the services related to this REFERENCE TERM must comply with all laws and regulations established by the governments of the countries to which the removal will be removed, as well as the international laws and regulations for transportation. Nevertheless, interested companies must know and comply with the laws and regulations established by the Brazilian government for customs clearance services.

12 INSURANCE AND INVENTORY

12.1 The CONTRACTED party shall provide insurance coverage for all household goods. Such insurance shall cover all household goods against "All Risks", without exception, from the point of origin to the point of destination in Brazil.

12.2 Presented in the Inventory, according to the maximum allowed, as per Annex I of the Tender Process.

12.3 If the value informed in the inventory is higher than the maximum allowed value presented in the USER INFORMATION, Annex I of the Tender Process, the USER will be responsible for paying the difference. Under no circumstances, the onus of the insurance declared above the values described in the USER INFORMATION, Annex I of the Tender Process, will be the responsibility of BACE.

12.4 The public servant will have 30 days to activate the insurance, the CONTRACTED PARTY shall be responsible for negotiating with the insurance company on behalf of the CONTRACTED PARTY and mediating any disputes. The period for the insurance company to respond to your request is 60 days, and the payment, after agreement, must be made within 60 days. If there is no agreement between the servant and the insurer, this Commission may make local legal consultation to solve the impasse.

12.5 The CONTRACTED PARTY shall provide all the necessary advice to the Insurance Company in the event of a claim.

12.6 The USER or someone authorised by him/her must indicate the value of the items listed in the official inventory to determine the value for insurance purposes.

12.7 The USER or someone authorised by him/her should be asked to sign the inventory when it is completed.

12.8 A copy of the inventory duly signed by the USER shall be sent to the CONTRACTED party with the copy of the INSURANCE POLICY, under the terms of the INSURANCE.

11. 13. OBLIGATIONS OF THE CONTRACTOR PARTY

13.1 Require the fulfillment of all obligations undertaken by the Contracted, in accordance with the contractual clauses and the terms of its proposal

13.2 Perform the follow-up and supervision of the services, by a specially designated server or commission, writing down in a proper record the failures detected, indicating day, month and year, as well as the name of the employees eventually involved, and forwarding the notes to the competent authority for the appropriate measures;

13.3 Notify the Contracted party in writing of any imperfections, faults or irregularities found during the execution of the services, setting a deadline for their correction, making sure that the solutions proposed by the Contractor are the most appropriate;

13.4 Pay the Contracted Party the amount resulting from the provision of the service, within the period and under the conditions established in these Terms of Reference;

13.5 Do not practice acts of interference in the administration of the Contracted Party, such as:

- 13.5.1 exercise the power of command over the Contracted's employees, reporting only to the agents or responsible persons indicated by it;
 - 13.5.2 direct the hiring of people to work in the Contracted Companies; and
 - 13.5.3 promote or accept the deviation of functions of the Contracted Party's workers, by using them in activities different from those foreseen in the object of the contract and in relation to the specific function for which the worker was hired.
- 13.6 Provide, in writing, the necessary information for the development of the services object of the contract;
- 13.7 Inform the agency of judicial representation of the Advocacia Geral da União to adopt the appropriate measures when the Contractor fails to comply with its obligations.

12. 14. OBLIGATIONS OF THE CONTRACTED PARTY

- 14.1 Perform the services as specified in this Term of Reference and its proposal, with the allocation of employees needed for the perfect fulfillment of the contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, with the minimum quality and quantity specified in this Term of Reference and its proposal;
- 14.2 Repair, correct, remove or replace, at its own expense, in whole or in part, within the period set by the contract supervisor, the services performed in which vices, defects or inaccuracies resulting from the execution or materials used are found;
- 14.3 Be responsible for the vices and damages resulting from the execution of the object, as well as for any and all damage caused to the Union or federal entity, and must immediately reimburse the Administration in its entirety, being the Contractor authorized to deduct from the guarantee, if required in the bidding notice, or from payments due to the Contractor, the amount corresponding to the damages suffered;
- 14.4 Use qualified employees with basic knowledge of the services to be executed, in accordance with the standards and determinations in force.
- 14.5 Prohibit the use, in the performance of the services, of employees who are relatives of public officials occupying a commissioned position or function of trust in the Contracting agency.
- 14.6 Be responsible for the compliance with the obligations provided in the Agreement, Convention, Collective Bargaining Agreement or equivalent of the categories covered by the contract, for all labor, social, social security, tax and other obligations provided in specific legislation, whose default does not transfer responsibility to the Contractor;
- 14.7 Communicate to the contract supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that may occur at the location of the services
- 14.8 Stop, by determination of the Contractor, any activity that is not being executed in accordance with good technique or that puts at risk the safety of people or property of third parties.
- 14.9 Promote the technical and administrative organisation of the services, in order to carry them out effectively and efficiently, in accordance with the documents and specifications that are part of this Term of Reference, within the established deadline.
- 14.10 To conduct the work in strict compliance with the rules of the pertinent legislation, fulfilling the determinations of the Public Authorities, always keeping the place of service clean and in the best conditions of safety, hygiene and discipline.
- 14.11 Maintain during the validity of the contract, in compatibility with the obligations undertaken, all the conditions of qualification and qualification required in the bidding;

14.12 Bear the burden resulting from any error in the dimensioning of the quantities in its proposal, including the variable costs resulting from future and uncertain factors, unless they configure extraordinary and non-contractual terms.

14.13 To provide the services within the established parameters and routines, supplying all materials, equipment and utensils in the appropriate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

14.14 The execution of the services should be carried out with the adoption of safety measures relative to the protection of people, materials, installations and equipment, in order to avoid accidents or damages.

14.15 The Contracted Party will be liable, under the terms of the legislation in force in each country, for any accident or damage occurring to personnel, material, facilities and equipment, as well as to third parties during the execution of the services described in these Terms of Reference.

14.16 Bear the transport, 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;

14.17 Have insurance that covers possible damage caused to the property during the execution of the activities provided in this Term of Reference, resulting from willful misconduct, guilt (negligence, imprudence or incompetence) or omission, of the Contracted party's staff, agent, representative or subcontractor, covering moral and material damages (damages arising and loss of profit).

14.18 The contractor's team must be made up of people who are fluent in English.

13. 15. SUBCONTRACTING

15.1 Partial subcontracting of the object is permitted, up to the limit of 49% of the total value of the contract, under the following conditions: the subcontractor must prove that it has the technical capacity to execute the services, even so, the responsibility for the quality of the services will be the responsibility of the CONTRACTED PARTY.

15.2 In any case of subcontracting, the Contractor remains fully responsible for the perfect execution of the contract, being responsible for supervising and coordinating the subcontractor's activities, as well as being accountable before the Contractor for the strict compliance with the contractual obligations corresponding to the object of subcontracting.

14. 16. SUBJECTIVE CHANGE

16.1 The merger, spin-off or incorporation of the contractor with/into another legal entity is admissible, provided that the new legal entity complies with all qualification requirements required in the original bid; the other clauses and conditions of the contract are maintained; there is no impairment to the performance of the contracted object and the Administration expressly agrees to the continuity of the contract.

15. 17. CONTROL AND SUPERVISION OF IMPLEMENTATION

17.1 The Contractor's representative must promote the registration of the occurrences verified, adopting the necessary measures for the faithful compliance with the contractual clauses.

17.2 The total or partial nonperformance of the obligations and responsibilities assumed by the Contracting Party will result in the application of administrative penalties, as provided in these Terms of Reference.

17.3 The management and supervision activities of the contractual execution shall be performed in a preventive, routine and systematic way, and may be exercised by servants, supervision team or only one servant, provided that, in the exercise of these attributions, the distinction of these activities is assured and, due to the workload, it does not compromise the performance of all actions related to the Contract Management.

17.4 The technical supervision of the contracts will constantly evaluate the execution of the object.

17.5 During the execution of the object, the technical supervisor shall constantly monitor the quality level of the services to avoid their degeneration, and shall intervene to require the CONTRACTED PARTY to correct the faults, failures and irregularities found.

17.6 The inspection referred to in this clause does not exclude or reduce the responsibility of the CONTRACTED PARTY, including before third parties, for any irregularity, even if resulting from technical flaws, defects, or use of inadequate material or inferior quality and, in the occurrence of this, does not imply co-responsibility of the EMPLOYER or its agents, managers and inspectors.

16. 18. RECEIPT AND ACCEPTANCE OF THE OBJECT

18.1 The issue of the Invoice/Invoice must be preceded by the final receipt of the services, and acceptance shall be made based on the values established in the bidding process.

18.2 Within 10 (ten) calendar days from the recipient's certification, the Contract Manager shall provide the final receipt.

17. 19. PAYMENT

19.1 The issue of the Invoice shall be preceded by the final acceptance of the service, as per the Term of Reference.

19.1.1 Payment shall be made to the CONTRACTED PARTY in two instalments:

- The first Invoice (total amount of insurance plus 50% of the specific service) - should be issued along with the bill of lading, insurance policy and inventory immediately after the shipment of the goods; and

- The second invoice (the remaining 50% of the specific service) must be sent to BACE after the Goods have been delivered to the RESIDENCE IN BRAZIL and "The Baggage Receipt Certificate" has been signed by the receiver, confirming that the service has been satisfactorily completed.

19.2 In case of an insurance claim (damaged or lost DOMESTIC GOODS), the payment of the remaining 50% will be made by CABE after the insurance company has paid the receiver all the amounts due for the claim, which will allow the receiver to sign the Baggage Receipt Certificate.

19.3 Payment will be made by the Contractor within 30 (thirty) days from the receipt of the Invoice/Invoice.

19.4 O setor competente para proceder o pagamento deve verificar se a Nota Fiscal ou Fatura apresentada expressa os elementos necessários e essenciais do documento, tais como: The sector responsible for payment shall verify whether the Invoice presented expresses the necessary and essential elements of the document, such as:

- period of validity;
- the date of issue;
- bank details; and
- the amount to be paid.

19.5 If there is an error in the presentation of the Invoice or a circumstance that prevents the liquidation of the expense, the payment will be withheld until the Contractor provides the remedial measures. In this case, the deadline for payment will begin after proof of regularization of the situation, not resulting in any burden to the Contractor;

19.6 The date of payment will be the day on which the bank order for payment is issued.

19.7 In cases of eventual late payment, provided that the Contracted party has not contributed in any way to this, the amount due shall be increased by financial restatement, and its calculation will be made from the due date until the date of actual payment, in which late payment interest will be calculated at the rate of 0.5% (half percent) per month, or 6% (six percent) per year, by applying the following formulas:

EM = I x N x VP, being:

EM = Moratorium charges;

N = Number of days between the expected date of payment and the actual payment

VP = Amount of the instalment to be paid.

I = Financial compensation index = 0,00016438, thus determined:

$$I = (TX) \frac{(6 / 100) I = 0,00016438}{= TX = \text{Percentage of annual rate} = 6\%}$$

18. READJUSTMENT

20.1 The prices initially contracted are fixed and irreadjustable.

20.2 In the event of occurrence of Force Majeure, the Inspector will issue an Opinion on the claim of the Contracted party, which will be submitted to the approval of the Authorizing Officer of Expenditures.

19. WARRANTY

21.1 There will be no requirement for a contractual performance guarantee.

20. ADMINISTRATIVE PENALTIES

22.1 The CONTRACTED PARTY commits an administrative offence by:

I - cause the partial non-execution of the contract

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

III -cause the total non-execution of the contract;

- IV - fail to deliver the documentation required for the competition;
- V - not maintaining the proposal, except as a result of a duly justified supervening event;
- VI - not signing the contract or does not delivering the documentation required for contracting, when summoned within the validity period of its proposal;
- VII - cause the delay of the execution or delivery of the object of the bid without justifiable reason;
- VIII - submit false declaration or documentation required for the bidding or provide false declaration during the bidding or the execution of the contract;
- IX - defraud the bidding or commit fraudulent acts in the execution of the contract;
- X - behave dishonestly or commit fraud of any kind; and
- XI - practice illicit acts aiming at frustrating the bidding objectives.

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

- i) **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
- ii) **Fine**, to be applied in case of delay in the execution of any stage, according to the following formula

being:

M = fine amount;

C = value corresponding to the phase, stage or portion;

T = constant deadline for the execution of the phase, stage or portion, in working days;

F = progressive factor, according to the table below; and

N = period of delay, in calendar days.

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

Over 40 (forty) days	0,040
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- iii) Suspension from bidding and impediment to contracting with the organ, entity or administrative unit through which the Public Administration concretely operates and acts, for a period of up to two years;
- iv) Declaration of inability to bid or contract.

22.3 The sanctions provided for in sub-items "i", "iii", "iii" and "iv" may be applied to the CONTRACTED PARTY together with those of fine.

22.4 The application of any of the penalties provided will be carried out in an administrative process that will ensure the contradictory and ample defense.

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

23 SUPPLIER SELECTION CRITERIA

23.1 The requirements for legal qualification and tax and labor regularity are the usual for the generality of the objects, as disciplined in the bidding notice.

23.2 The economic-financial qualification criteria to be met by the supplier are provided in the Tender Process.

23.3 The technical qualification criteria to be met by the supplier shall be:

23.3.1 Proof of ability to provide services in characteristics, quantities and deadlines compatible with the object of this bid, or with the relevant item, through presentation of certificate provided by legal entity of public or private law.

- a) For the purposes of the proof dealt with in this sub-item, the certificates shall relate to international moving services, e.g. Bill of Landing. For Certificates issued by private companies, will not be considered those belonging to the same corporate group of the bidder, its subsidiary, controlled or controlling company and by company in which there is at least one same individual or legal entity that is a partner of the issuing company and the bidder.

23.4 The criterion for judging the proposal is the lowest unit price.

23.5 The tie-breaker rules between bids are described in the Tender Process.

24 PRICE ESTIMATE AND REFERENCE PRICES

24.1 The maximum acceptable value for the contracting will be those stated in item 1 of the present document.

25 THE BUDGET RESOURCES

25.1 The expenses resulting from this contract will be covered by specific resources allocated in the General Budget of the Union this year, in the appropriation listed below:

Management/Unit: 00001/120136
Source: 0100000000
Work Programme: 05331601221200001
Expense Element: 339033

PI: SMOV16BAG03

26 GENERAL ARRANGEMENTS

26.1 The Freight Forwarder shall inform CABE, in a timely and appropriate manner, of any classifications, restrictions, notifications, requests, in other words, any problem related to the execution of the service imposed by any Government or intergovernmental body.

26.2 All communication between the Contracted party and the Supervision shall be done in writing, in English or Portuguese.

26.3 Any omissions shall be defined by the Head of CABE, after the issue of an opinion by the Inspector.

26.4 The terms and conditions may be subject to increases or decreases in the estimated quantities and values. However, such increases may not exceed twenty-five percent (25%) of the original total value.

26.5 This bidding process will be governed by British laws and interpreted, evaluated according to the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgment.

London, *conforme assinatura digital*.

DRAFTED BY:

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APPROVED BY:

DELMO SIFRÔNIO FREIRE Cel Int
Head of BACE

ANEXX VII

DRAFT EXPENDITURE CONTRACT

No /CABE/

(PAG N° 67103.220197/2022-38)

CLAUSE 1 - OBJECT, SUBCONTRACTING AND CHARACTERISTIC ELEMENTS

CLAUSE 2 -EXECUTION REGIME

CLAUSE 3 - PRICES, PAYMENT TERMS AND READJUSTMENT

CLAUSE 4 - DEADLINES

CLAUSE 5 - INSURANCE

CLAUSE 6 –THE VALUE OF THE CONTRACT

CLAUSE 7 –THE GUARANTEE

CLAUSE 8 – THE BUDGET RESOURCES

CLAUSE 9 - OBLIGATIONS OF THE CONTRACTED

CLAUSE 10 - OBLIGATIONS OF THE CONTRACTOR

CLAUSE 11 –SUPERVISION OF THE CONTRACT

CLAUSE 12 - PENALTIES

CLAUSE 13 - TERMINATION OF THE CONTRACT

CLAUSE 14 –ADDITIONS AND SUPPRESSIONS

CLAUSE 15 - VINCULATION

CLAUSE 16 – PARTS OF THIS CONTRACT

CLAUSE 17 – CURRENCY

CLAUSE 18 - GUARANTEE OF QUALITY

CLAUSE 19 - LANGUAGE

CLAUSE 20 - RESPONSABILITY

CLAUSE 21 – CORRESPONDANCES AND NOTIFICATIONS

CLAUSE 22 – FINAL PROVISIONS



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

**EXPENDURE CONTRACT No /CABE/
PAG NUP: 67103.220197/2022-38**

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 adress)....., 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 Aeronauticals 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.

CLAUSE 1 - OBJECT, SUBCONTRACTING AND CHARACTERISTIC ELEMENTS

1.1. The object of this contract is the contracting of a specialized company for the removal of UNACCOMPANIED LUGGAGE, hereinafter referred to as Domestic Goods, door-to-door, by sea, for the MILITARY personnel of the Brazilian Air Force returning to Brazil at the end of their missions outside Brazil, as per ITEM 1 of the Reference Term.

ITEM	DESCRIPTION/ SPECIFICATION	Unit of measurement	Qtd
1	Contracting of international transportation service of unaccompanied baggage, door- to- door, of the TEN CEL LETÍCIA MOTA DE SOUZA from LONDRES-UK - to RIO DE JANEIRO Volume: 24m ³ Insurance: USD 89,180.00	SV	1

1.2. The object of this CONTRACT is carried out in strict compliance with the Reference Term nº 14/CABE/2022.

1.3. The CONTRACTED PARTY may subcontract other companies up to a limit of 49% (forty nine per cent) of the total volume of the object of this contract.

CLAUSE 2 - EXECUTION REGIME

2.1. This CONTRACT is entered into in the form of indirect execution, for the unit price.

CLAUSE 3 - PRICES, PAYMENT TERMS AND READJUSTMENT

3.1 The issue of the Invoice shall be preceded by the final acceptance of the service, in accordance with the Reference Term.

3.2 The payment shall be made to the CONTRACTED in two moments:

- The first Invoice (total amount of insurance plus 50% of the specific service) - must be issued together with the bill of lading, insurance policy and the inventory immediately after the shipment of the goods; and

- The second Invoice (the remaining 50% of the specific service) must be sent to CABE after the Goods have been delivered to the RESIDENCE IN BRAZIL and "The Baggage Receipt Certificate" is signed by the receiver confirming that the service has been satisfactorily completed.

3.3 In case of an insurance claim (damaged or lost DOMESTIC GOODS), the payment of the remaining 50% will be done by BACE after the insurance company has paid the receiver all amounts due for the claim, which will allow the receiver to sign the Baggage Receipt Certificate.

3.4 Payment will be made by the Contractor within 30 (thirty) days from receipt of the Invoice.

3.5 The sector responsible for making the payment shall verify whether the Invoice presented contains the necessary and essential elements of the document, such as:

- the validity period;
- the issue date;
- bank details; and
- the amount to be paid.

3.6 If there is an error in the presentation of the Invoice, or any circumstance that prevents the liquidation of the expense, the payment will be withheld until the Contracted provides the corrective measures. In this case, the deadline for payment will begin after proof of regularization of the situation, not resulting in any burden for the Contractor;

3.7 The date of payment will be considered to be the day on which the bank order for payment is issued.

3.8 In cases of eventual late payment, provided that the Contracted party has not contributed in any way to this, the amount due shall be increased by financial restatement, and its calculation will be made from the due date until the date of actual payment, in which late payment interest

will be calculated at the rate of 0.5% (half percent) per month, or 6% (six percent) per year, by applying the following formulas:

EM = I x N x VP, being:

EM = Moratorium charges;

N = Number of days between the expected date of payment and the actual payment

VP = Amount of the instalment to be paid.

I = Financial compensation index = 0,00016438, thus determined:

$$I = (TX) \frac{(6 / 100)}{100} = 0,00016438 \quad TX = \text{Percentage of annual rate} = 6\%$$

CLAUSE 4 - DEADLINES

- 4.1. The period of validity of this CONTRACT shall be 180 days.
- 4.2. The non-observance of the deadlines established in the Term of Reference n° 16/BACE/2022 will only be admitted by the CONTRACTOR when due to force majeure or unforeseeable circumstances.

CLAUSE 5 - INSURANCE

- 5.1 See clause 6 of the Reference Term.

CLAUSE 6 – THE VALUE OF THE CONTRACT

- 6.1 The total contract value is US\$ XXXX

CLAUSE 7 – THE GUARANTEE

- 7.1 The financial guarantee is not required for this contract.

CLAUSE 8 – THE BUDGET RESOURCES

- 8.1 The expenses resulting from this contract will be covered by funds made available in the BACE's Action Plan, as per the Purchase Order.
- 8.2 Payments will be made to the CONTRACTED, by BACE, in US dollars (USD).

CLAUSE 9 - OBLIGATIONS OF THE CONTRACTED PARTY

9.1 Perform the services as specified in this Term of Reference and its proposal, with the allocation of employees needed for the perfect fulfillment of the contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, with the minimum quality and quantity specified in this Term of Reference and its proposal;

9.2 Repair, correct, remove or replace, at its own expense, in whole or in part, within the period set by the contract supervisor, the services performed in which vices, defects or inaccuracies resulting from the execution or materials used are found;

9.3 Be responsible for the vices and damages resulting from the execution of the object, as well as for any and all damage caused to the Union or federal entity, and must immediately reimburse the Administration in its entirety, being the Contractor authorized to deduct from the guarantee, if required in the bidding notice, or from payments due to the Contractor, the amount corresponding to the damages suffered;

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

9.5 Prohibit the use, in the performance of the services, of employees who are relatives of public officials occupying a commissioned position or function of trust in the Contracting agency.

9.6 Be responsible for the compliance with the obligations provided in the Agreement, Convention, Collective Bargaining Agreement or equivalent of the categories covered by the contract, for all labor, social, social security, tax and other obligations provided in specific legislation, whose default does not transfer responsibility to the Contractor;

9.7 Communicate to the contract supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that may occur at the location of the services.

9.8 Stop, by determination of the Contractor, any activity that is not being executed in accordance with good technique or that puts at risk the safety of people or property of third parties.

9.9 Promote the technical and administrative organisation of the services, in order to carry them out effectively and efficiently, in accordance with the documents and specifications that are part of this Term of Reference, within the established deadline.

9.10 To conduct the work in strict compliance with the rules of the pertinent legislation, fulfilling the determinations of the Public Authorities, always keeping the place of service clean and in the best conditions of safety, hygiene and discipline.

9.11 Maintain during the validity of the contract, in compatibility with the obligations undertaken, all the conditions of qualification and qualification required in the bidding;

9.12 Bear the burden resulting from any error in the dimensioning of the quantities in its proposal, including the variable costs resulting from future and uncertain factors, unless they configure extraordinary and non-contractual terms.

9.13 To provide the services within the established parameters and routines, supplying all materials, equipment and utensils in the appropriate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

9.14 The execution of the services should be carried out with the adoption of safety measures relative to the protection of people, materials, installations and equipment, in order to avoid accidents or damages.

9.15 The Contracted Party will be liable, under the terms of the legislation in force in each country, for any accident or damage occurring to personnel, material, facilities and equipment, as well as to third parties during the execution of the services described in these Terms of Reference.

9.16 Bear the transport, 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;

9.17 Have insurance that covers possible damage caused to the property during the execution of the activities provided in this Term of Reference, resulting from willful misconduct, guilt (negligence, imprudence or incompetence) or omission, of the Contracted party's staff, agent, representative or subcontractor, covering moral and material damages (damages arising and loss of profit).

9.18 The contractor's team must be made up of people who are fluent in English.

CLAUSE 10 - OBLIGATIONS OF THE CONTRACTOR PARTY

10.1 Require the fulfillment of all obligations undertaken by the Contracted, in accordance with the contractual clauses and the terms of its proposal

10.2 Perform the follow-up and supervision of the services, by a specially designated server or commission, writing down in a proper record the failures detected, indicating day, month and year, as well as the name of the employees eventually involved, and forwarding the notes to the competent authority for the appropriate measures;

10.3 Notify the Contracted party in writing of any imperfections, faults or irregularities found during the execution of the services, setting a deadline for their correction, making sure that the solutions proposed by the Contractor are the most appropriate;

10.4 Pay the Contracted Party the amount resulting from the provision of the service, within the period and under the conditions established in these Terms of Reference;

10.5 Do not practice acts of interference in the administration of the Contracted Party, such as:

10.5.1 exercise the power of command over the Contracted's employees, reporting only to the agents or responsible persons indicated by it;

10.5.2 direct the hiring of people to work in the Contracted Companies; and

10.5.3 promote or accept the deviation of functions of the Contracted Party's workers, by using them in activities different from those foreseen in the object of the contract and in relation to the specific function for which the worker was hired.

10.6 Provide, in writing, the necessary information for the development of the services object of the contract;

10.7 Inform the agency of judicial representation of the Advocacia Geral da União to adopt the appropriate measures when the Contractor fails to comply with its obligations.

CLAUSE 11 –SUPERVISION OF THE CONTRACT

11.1 The Contractor's representative must promote the registration of the occurrences verified, adopting the necessary measures for the faithful compliance with the contractual clauses.

11.2 The total or partial nonperformance of the obligations and responsibilities assumed by the Contracted Party will result in the application of administrative penalties, as provided in these Terms of Reference.

11.3 The management and supervision activities of the contractual execution shall be performed in a preventive, routine and systematic way, and may be exercised by servants, supervision team or only one servant, provided that, in the exercise of these attributions, the distinction of these activities is assured and, due to the workload, it does not compromise the performance of all actions related to the Contract Management.

11.4 The technical supervision of the contracts will constantly evaluate the execution of the object.

11.5 During the execution of the object, the technical supervisor shall constantly monitor the quality level of the services to avoid their degeneration, and shall intervene to require the CONTRACTED PARTY to correct the faults, failures and irregularities found.

11.6 The inspection referred to in this clause does not exclude or reduce the responsibility of the CONTRACTED PARTY, including before third parties, for any irregularity, even if resulting from technical flaws, defects, or use of inadequate material or inferior quality and, in the occurrence of this, does not imply co-responsibility of the EMPLOYER or its agents, managers and inspectors.

CLAUSE 12 - PENALTIES

12.1 The CONTRACTED PARTY commits an administrative offence by:

I - cause the partial non-execution of the contract

- II - cause partial non-performance of the contract that causes serious damage to the Administration, the operation of public services or the public interest;
- III - cause the total non-execution of the contract;
- IV - fail to deliver the documentation required for the competition;
- V - not maintaining the proposal, except as a result of a duly justified supervening event;
- VI - not signing the contract or does not delivering the documentation required for contracting, when summoned within the validity period of its proposal;
- VII - cause the delay of the execution or delivery of the object of the bid without justifiable reason;
- VIII - submit false declaration or documentation required for the bidding or provide false declaration during the bidding or the execution of the contract;
- IX - defraud the bidding or commit fraudulent acts in the execution of the contract;
- X - behave dishonestly or commit fraud of any kind; and
- XI - practice illicit acts aiming at frustrating the bidding objectives.

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

- i) **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
- ii) **Fine**, to be applied in case of delay in the execution of any stage, according to the following formula:

being:

M = fine amount;

C = value corresponding to the phase, stage or portion;

T = constant deadline for the execution of the phase, stage or portion, in working days;

F = progressive factor, according to the table below; and

N = period of delay, in calendar days.

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

- i) Suspension from bidding and impediment to contracting with the organ, entity or administrative unit through which the Public Administration concretely operates and acts, for a period of up to two years;
- ii) Declaration of inability to bid or contract.

12.3 The sanctions provided for in sub-items "i", "iii", "iii" and "iv" may be applied to the CONTRACTED PARTY together with those of fine.

12.4 The application of any of the penalties provided will be carried out in an administrative process that will ensure the contradictory and ample defense.

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

CLAUSE 13 – TERMINATION OF THE CONTRACT

13.1 The following are reason for the rescission of this CONTRACT:

- a) non-compliance with contractual clauses, specifications, projects or deadlines;
- b) irregular compliance with contractual clauses, specifications, projects and deadlines
- c) the slowness of its performance, leading the Administration to prove the impossibility of the service or supply, within the stipulated deadlines;
- d) unjustified delay in starting the work, service or supply
- e) the stoppage of the work, service or supply, without just cause and prior notice to the Administration;
- f) total subcontracting, the association of the contractor with another party, total or partial assignment or transfer, as well as merger, spin-off or incorporation, which are not allowed in the bid invitation and in the contract;
- g) non-compliance with the regular determinations of the authority designated to monitor and supervise its execution, as well as those of its superiors;
- h) the repeated committing of faults in its execution;

- i) the declaration of bankruptcy or the institution of civil insolvency;
- j) the dissolution of the company or the death of the contractor;
- k) the social alteration or change in the purpose or structure of the company that impairs the execution of the contract;
- l) reasons of public interest, of high relevance and wide knowledge, justified and determined by the highest authority of the administrative sphere to which the contractor is subject and stated in the administrative procedure to which the contract refers;
- m) the suspension of its performance, by a written order of the Administration, for a period longer than 120 (one hundred and twenty) days, except in case of public calamity, serious disturbance of the internal order or war, or even by repeated suspensions totaling the same period, regardless of the mandatory payment of compensation for the successive and contractually unforeseen demobilizations and mobilizations and others provided for, assured to the contractor, in these cases, the right to choose to suspend the performance of the obligations undertaken until the situation is normalized;
- n) a delay of more than 90 (ninety) days in payments owed by the Government due to services or supply, or parts thereof, already received or executed, except in case of public calamity, serious disturbance of the internal order or war, the contractor having the right to choose to suspend the performance of its obligations until the situation is normalized;
- o) the occurrence of unforeseen circumstances or force majeure, regularly proven, preventing the execution of the contract.

13.2 If a reason for termination occurs, in the form of the provisions of sub-clause 13.1, the CONTRACTOR shall immediately suspend the payment of the installments not yet released, and the CONTRACTED shall present, within 30 (thirty) calendar days from the date of the reception of the notification of termination, all the receipts of the expenses incurred in the execution of the object.

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

13.4 This CONTRACT may also be terminated by unilateral act of the Administration, by amicable agreement or by legal means, observing the provisions of article 79 of Law no. 8,666/93.

13.5 The occurrence of FORCE MAJEURE 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, observing the provisions of subclause 13.2.

CLAUSE 14 –ADDITIONS AND SUPPRESSIONS

14.1 The CONTRACTED is obliged 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.

14.2 The increases and suppressions mentioned in clause 11.1 shall be formalized by means of Amendment Terms to the original Contract, based on opinions or justifications.

CLAUSE 15 - VINCULATION

15.1 This CONTRACT is bound to the PAG no. 67103.220197/2022-38 of the bidding process No. 016/CABE/2022 and to the proposal of the CONTRACTED.

CLAUSE 16 – PARTS OF THIS CONTRACT

16.1 For the best characterization of this CONTRACT, as well as to define procedures arising from the obligations herein contracted, the attachments listed below are an integral part of this instrument, as if transcribed herein:

- a) CONTRACTED's proposal; and
- b) Reference Term.

CLAUSE 17 - CURRENCY

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

CLAUSE 18 - GUARANTEE OF QUALITY

18.1 The CONTRACTED PARTY shall take responsibility and guarantee the execution of the services established in this CONTRACT, in accordance with the criteria and parameters established in the Reference Term.

CLAUSE 19 - LANGUAGE

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

CLAUSE 20 - RESPONSABILITY

20.1 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.

20.2 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 charges resulting from labor, social security and tax lawsuits filed by its employees and agents and third parties damaged by voluntary action or omission, on its part, observing the provisions of art. 71 and its paragraphs of Law no. 8.666/93

20.3 The parties, individually, shall be liable for any costs and indemnities, arising out of illegal acts of civil or criminal nature, which, involving their teams, in the contractual work and activities, when frequenting the other party's property sites, except in cases where such events have occurred due to the fault of the visited party.

20.4 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 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 21 – CORRESPONDANCES AND NOTIFICATIONS

21.1 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**
Adress: 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

- **NAME OF THE CONTRACTED COMPANY**

Adress: XXXX
Phone: XXXX
Fax: XXXX
E-mail: XXXX

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

21.3 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 22 – FINAL PROVISIONS

22.1 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

22.2 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° 016/CABE/2022

London, _____, 2022.

CONTRACTOR:

CONTRACTED:



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	EDITAL DE PREGÃO N. 016/CABE/2022 - INGLÊS
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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 04/11/2022 às 16:15:22 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MARIANA SAKATE ABE no dia 08/11/2022 às 15:43:44 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 11/11/2022 às 16:48:43 no horário oficial de Brasília.