



MINISTRY OF DEFENCE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
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BIDDING PROCESS Nº 05/BACE/2020



Authorized by:

ROBERTO DA CUNHA FOLLADOR Group Capt
Head of BACE

A handwritten signature in blue ink, consisting of a stylized 'F' followed by a cursive flourish.



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BIDDING PROCESS Nº 05/BACE/2020
PROCESSO Nº 67103.200017/2020-30

The Federal Government – Ministry of Defence – Aeronautical Command, through the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE (BACE)**, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, Legal Entity Registry number 00.394.429/0042-89, through the Permanent Tender Commission, appointed by Public Bulletin number 23, of 13th DEC 2019, makes publicly known to interested parties, that it will commence a Tender process through a **Bidding Process**, in which the decision parameter will be the **LOWEST PRICE**, under the **fixed unit price**, in accordance with the basic principles of Law nr. 8.666, of 21st June 1993 (Brazilian Procurement Act), its subsequent amendments and the requirements set forth in this Bidding Process.

DEFINITIONS

The following definitions have been adopted in this Bidding Process:

- a) **AWARD:** Act of granting the winning bidder the right to execute the object of this Bid;
- b) **AWARDED COMPANY:** Company to which BACE grants the Award;
- c) **BACE:** Brazilian Aeronautical Commission in Europe;
- d) **BIDDING PROCESS:** means this document and the bidding process Nº 05/BACE/2020;
- e) **BIDDER:** The Company submitting a Bid;
- f) **PTC:** Permanent Tender Commission;
- g) **COMAER:** Aerospace Operations Command;
- h) **CONTRACT:** the proposed contract for the supply of goods and services to be signed between COMAER and the CONTRACTED PARTY, in the form set out in ANNEX III of this Bidding Process;
- i) **CONTRACTED PARTY:** The Company chosen to sign the contract;
- j) **CONTROLLER:** Selected Representative(s) of COMAER tasked with overseeing the contract;
- k) **SILOMS-EXT:** Integrated Logistics, Material, and Services System – International Module;
- l) **PRICE PROPOSAL:** a price proposal submitted by the Bidder to BACE in accordance with clause 7 of this Bidding Process;
- m) **WINNING BIDDER:** the company that submits the most advantageous proposal to BACE, according to the criteria set forth in this Bidding Process; and
- n) **REQUESTING ENTITY:** body of the Aeronautical Command which requested and will be the recipient of the final object of this bidding process.

1. LOCATION AND TIME

1.1 The Submission of Qualification and Price Proposal Envelopes and the opening of the Qualification Envelopes will take place at **11 AM on 09/04/2020**, at the **BRAZILIAN AERONAUTICAL COMMISSION IN**

EUROPE – BACE, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, or other location indicated by BACE.

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

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

1.3.1 Submission of Qualification and Price Proposal Envelopes.

1.3.2 Opening of Qualification Envelopes.

2. OBJECT

2.1 The object of this Bidding Process is the provision of services of receipt, storage, entry of related data into the COMAER system SILOMS-BR (Transport Module), customs clearance and subsequent sending of all the goods acquired by COMAER (Brazilian Aeronautical Command) in Europe, Africa, Asia and Oceania to Brazil, and also the performance of these services relating to repairable materials sent from Brazil to the firms contracted for carrying out the respective repairs on the above-mentioned continents, with their subsequent return to Brazil. The aforementioned services shall be managed by the Brazilian Aeronautical Commission in Europe (BACE).

3. REPRESENTATIVE REGISTRATION

3.1 A BIDDER that wishes to attend the meeting for Submission of Qualification and Price Proposal Envelopes and the opening of the Qualification Envelopes shall submit a representative for registration to the PTC, duly provided with the document that authorizes him/her to take part in the bidding process by **11 AM on 09/04/2020**.

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

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

3.3 Documents that will be accepted for registration:

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

3.3.2 Power of attorney or declaration from the **Bidder** granting power to the authorized person to act in their bidder behalf in any phase of this bidding process, in Annex IV in this Bidding Process, providing a copy of the ID or Passport of the person who signed the power of attorney/declaration.

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

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

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

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

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

3.9 Regarding the authorization for the signing of documents:

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

- a) Business owner or their proxy with power to represent them and decide on their behalf;
- b) Business shareholder, if it has been incorporated as a private limited company and if this shareholder has contractual authorization to sign contracts, take part in bidding process, disputes and file appeals, according to the company Articles of Incorporation;
- c) Business Director, with powers to sign on behalf of the company;
- d) All companies' proxies and/or legal representatives in any situation mentioned above shall submit the document in the form set out in **Annex IV** bearing the business owner and/or legal representative, providing a copy of the ID or Passport of the person who signed the power of attorney/declaration.

Notes:

1. In the case of a private limited company where no legal representative has been assigned, all documents described and the documents submitted shall be signed by the company's shareholders.

2. The individual who wishes to sign documents on behalf on another individual shall submit authorization do to so, in accordance with **letter d)** of this clause.

4. REQUIREMENTS FOR QUALIFYING BIDDERS

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

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

4.2 Tenders will not be accepted from BIDDERS which:

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

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

5. SUBMISSION OF QUALIFICATION AND PRICE PROPOSAL ENVELOPES

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

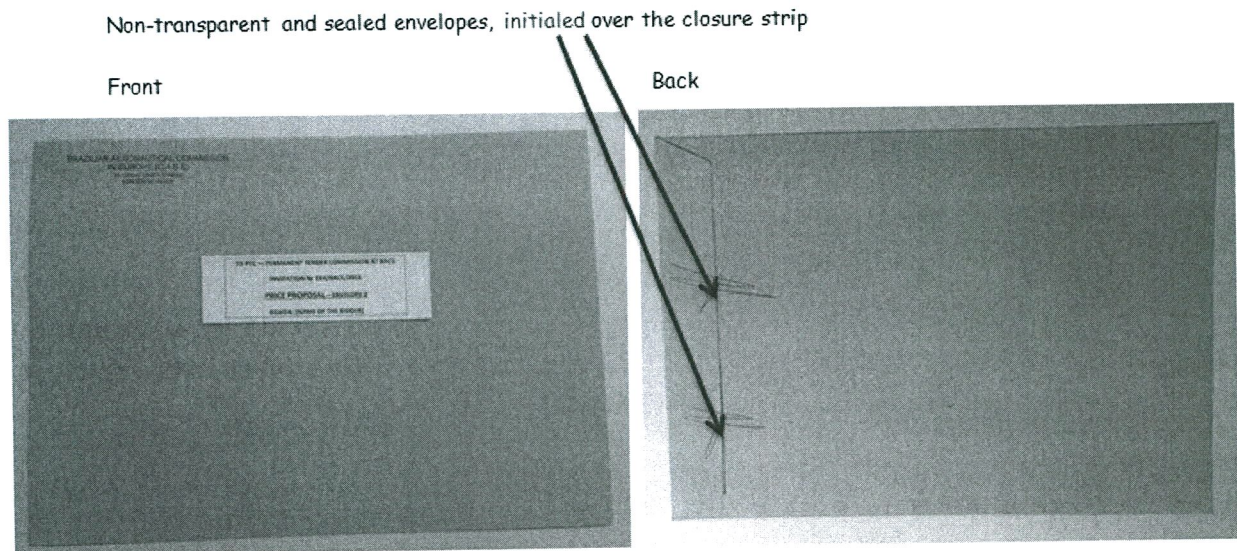
5.1.1. Bidders who wish to submit their envelopes by tracked post/courier service shall observe that Envelopes ***must be delivered before the opening session as described in clause 1***, including transit days for delivery.

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

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

TO PTC – PERMANENT TENDER COMISSION AT BACE
 BIDIDNG PROCESS Nº 005/BACE/2020
 BIDDER: [COMPANY NAME]
 ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS

TO PTC – PERMANENT TENDER COMISSION AT BACE
 BIDIDNG PROCESS Nº 005/BACE/2020
 BIDDER: [COMPANY NAME]
 ENVELOPE Nº 02 – PRICE PROPOSAL



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

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

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

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

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

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

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

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

5.9.2 Documents with digitalized signatures will not be accepted.

6. ENVELOPE NUMBER 01 – QUALIFICATION:

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

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

- a) Company statement in the form set out in (ANNEX V) informing:
 - i) Bidder's name, how it should be written in any future contract, Tax Registration Number or equivalent, and complete address;
 - ii) that the company is not facing bankruptcy, insolvency, suspended or barred from taking part of bidding process or from any other commercial transaction with Federal, State or Government Agency;
 - iii) that it is aware of the full content of this Bidding Process and its Annexes, and it accepts and fully submits to the conditions and requirements, as well as the legislation referent to the subject matter; and
 - iv) copy of identification, as stated in clause 6.7 of this Bidding Process.
- b) Regarding the Technical Qualification, the Bidder shall submit:
 - i) Submit at least one Certificate showing that you have carried out international cargo transportation,
 - (1) For Certificates issued by private companies, those belonging to the same business group as the Bidder, its subsidiary, subsidiary or parent company and by a company in which there is at least one same individual or legal entity that is a partner of the issuing company, will not be considered and the bidder;

6.3 Regarding the Certificate of Technical Qualification, there is no specific format for the presentation of the physical documents, however they must contain the identification of the Entity and the identification of the professional responsible for issuing the documentation, duly signed, and on behalf of the BIDDER.

6.4 BACE will analyse statements, attestations, certificates, studies, reports and other documents foreseen in letter "b", in order to verify if the CONTRACTED PARTY will have sufficient technical and operational capacity to meet the requirements specified in this Basic Project. In this context, at any time and if it deems appropriate, BACE may request the CONTRACTED PARTY additional documents.

6.5 the previous analysis in item 6.4 will consist of the capacity assessment of the CONTRACTED PARTY to meet the previous requirements in the Basic Project 001/SM/2020. It cannot be used for classification or punctuation for hiring purposes.

6.6 the CONTRACTED PARTY, when rendering untrue, inconsistent, and inaccurate information by, which are detected by the analysis foreseen in item 6.4 or verified by BACE at any time during the validity of the contract, are subjected to the applicable penalties, and may result in the contract rescission.

6.7 One copy of the ID or Passport of the person who signed the documents must be provided in the Qualification Envelope(s).

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

7 ENVELOPE NUMBER 02 – PRICE PROPOSAL

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

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

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

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

7.5 The values contained in the Bid (**Annex II**) must be expressed in US DOLLARS (USD), in arabic numerals, and also in writing, prevailing the latter.

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

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

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

8 BIDDING PROCESS

8.1 The Bidding process will have the following phases:

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

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

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

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

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

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

v) Write of a Minute of Meeting.

c) Phase 3 – Analysis of the Qualifications Documents:

- i) Verification of clauses 4.1 and 6 of this Bidding Process by the PTC and Technical Commission
- ii) Writing of the minute of meeting, pointing out the irregularities, classifying the Bidders as qualified and disqualified.
- iii) In the event all Bidders are disqualified, the PTC may establish a period of (3) three working days for the Bidders to submitting a new documentation.
- d) **Phase 4** – Publication of the Qualification Minute at BACE website, and start of the appeal period, observing what has been established in the sub clause 8.6 in this Bidding Process;
- e) **Phase 5** – Convene the Bidders for the Opening of Price Proposal Envelopes, on a date to be determined. Bidders will be notified through direct communication or through letter;
- f) **Phase 6** – 2nd Meeting – Opening of the Price Proposal Envelopes
 - i) Only Price Proposal Envelopes from qualified Bidders.
 - ii) Proposal shall bear the initials of all Permanente Tender Commission members and by the Bidder's legal representatives attending the meeting.
 - iii) Price Proposal will be evaluated by BACE and sent to evaluation by the Technical Commission;
 - iv) Write of Minute of Meeting.
- g) **Phase 7** - verification of conformity of each proposal and respective prices with the requirements constant in the Bidding Process and Annexes, by BACE and Technical Commission and, disqualifying nonconforming and incompatible proposals accordingly;
- h) **Phase 8** – classification of proposals and writing of the minute of meeting containing all information, including the Winning Bidder and disqualified Bidders;
- i) **Phase 9** – Publication of the Price Proposal Minute at BACE website, and start of the appeal period;
- j) **Phase 10** – Order of the decision-making authority (Head of BACE) approving the process and defining the winner of this Bidding Process and granting the object to the WINNING BIDDER; and
- k) **Phase 11** – Publication of the Awarded Bidder.

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

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

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

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

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

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

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

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

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

9. JUDGEMENT OF PROPOSALS

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

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

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

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

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

BIDDERS;

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

- a) The Price Proposal shall be submitted in two decimal places;
- b) The Bidders shall indicate the total price proposed, including all additional costs, such as: taxes, fees and any other associate costs to the rendered of services, exempting BACE from paying any additional costs. To formulate the price proposal, interested parties must also be aware of Clauses 3.6 and 18.1 of the Draft of the Contract (Annex III of this Bidding Process).

10. DISQUALIFICATION OF PROPOSALS

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

- a) does not meet the requirements contained in this Bidding Process;
- b) presents offers not anticipated in this Bidding Process; and
- c) presents an overall value higher than the limit established in the Basic Project or with manifestly unenforceable prices.

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

11 PROCESS APPROVAL AND AWARD OF THE OBJECT

11.1 The final result of the bid will be registered in a minutes, in which the PTC will register the WINNING BIDDER, justifying, in detail, the reasons for the disqualification of the other bids or statement of proposal unfeasibility.

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

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

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

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

12 SIGNATURE OF CONTRACT

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

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

12.3 Until the date of the contract signature, the Winning Bidder shall provide to BACE:

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

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

12.5 The unjustified refusal by the WINNING BIDDER to sign the contract, accept and withdraw the Purchase Order within the period specified by BACE, will be considered as full non-compliance of the obligation undertaken under this Bidding Process and it will be subject to the penalties established by law in clause 9 of the Contract.

13 CONTRACT FOR THE RENDERING OF SERVICES

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

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

14. DURATION

14.1 The contract duration will be the one stated in the item 11.1 of the Basic Project number 001/SM/2020 (**Annex I**).

15 SUBCONTRACTING

15.1 Subcontracting is allowed in this Bidding Process or the resulting Contract, according to Clause 1 of the Draft of the Contract (**Annex III**).

16. RENDERING AND DELIVERY OF SERVICE

16.1. The services must be provided by the **CONTRACTOR** under the terms of the contract and in accordance with Basic Project No. 01 / SM / 2020 (**Annex I**).

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

17. PAYMENT METHODS

17.1 Payment will be made according to clause 3 in the Contract and the Physical-financial Chronogram.

17.2 All payments must only be performed in US DOLLARS (USD) to a bank account out of Brazil, to be informed by the **CONTRACTED PARTY** until the date of the signature of the Contract.

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

18. CHALLENGE OF THIS BIDDING PROCESS

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

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

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

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

19. ADMINISTRATIVE APPEAL

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

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

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

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

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

- a) qualification or disqualification of Bidders;
- b) proposal judgment;
- c) annulment or revocation of Bidding Process;
- d) refusal from registration in the suppliers database, or the alteration or cancellation of exiting registration;
- e) contract rescission by unilateral decision from BACE, in cases foreseen in subsection I, article 79, of Law number 8.666, of 1993;
- f) imposition of written warning or temporary suspension penalties.

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

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

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

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

20. BUDGET

20.1 The costs for executing the object of this Bidding Process shall be funded by the Ministry of Defence, available through the Nature of Expenditure 33.90.39, in PTRES 086191, in Fonte 0250120388.

21. ADMINISTRATIVE SANCTIONS

21.1 In the event of the occurrence of any legal infringements, especially of non-performance of an obligation by the Contracted Party, this shall be subject to penalties as provided in clause 10 of the Contract.

22 INSPECTION OF SERVICES RENDERED

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

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

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

22.4 The CONTRACTED PARTY is obliged to perform any repairs notified by the CONTROLLER, in accordance with Basic Project number 001/SM /2020.

23. PRICE ADJUSTMENT

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

24 ADDITIONS AND SUPPRESSIONS

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

25. REVOCATION AND ANULLMENT OF BIDDING PROCESS

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

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

26. FORUM

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

27. FINAL PROVISIONS

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

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

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

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

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

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

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

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

27.8.1 Clarification request;

27.8.2 Qualification or disqualification of Bidders;

27.8.3 Proposals judgment;

27.8.4 Appeals results, if any; and

27.8.5 Result of this Bidding Process.

27.9 The following attachments are part of this Bidding Process:

27.9.1 ANNEX I – Basic Project 01/SM/2020;

27.9.2 ANNEX II – Price Proposal Template;


27.9.3 ANNEX III – Draft of Contract Term;

27.9.4 ANNEX IV – Draft of Legal Representative Letter;

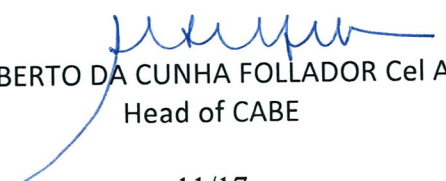
27.9.5 ANNEX V – Draft of Bidder’s Declaration, according to item 6.2, letter “a”.

London, 05th March 2020.

By:


AMANDA VIDAL PEDINOTTI DA SILVA Ten Cel Int
Head of Procurement Department

APPROVAL:


ROBERTO DA CUNHA FOLLADOR Cel Av
Head of CAFE

**ANNEX I
BASIC PROJECT**



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
BRAZILIAN CONNECTION OFFICE IN LISBON**

BASIC PROJECT 01/SM/2020

Legal Basis: Prepared in accordance with the premises established in Article 123 of Law 8.666/1993.

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1. PREAMBLE

1.1. Transportation is one of the main logistical functions in the supply chain and its importance is basically linked to costs, time and place of delivery. From the beginning, the shipment of goods was carried out to make products available where the potential demand is found within a period adequate to the needs of the end user - Military Organizations of the Brazilian Air Force.

1.2. Even with technological improvements, which allow the exchange of information in real time, shipment continues to be essential in fulfilling the logistical objective, which is to have the right product, in the right quantity, at the right time, in the right place, at the lowest cost possible (principles of cost-effectiveness and convenience).

1.3. Within this range, as defined by ROCA 21-5/2015, the objective of the Brazilian Aeronautical Commissions (BACs) abroad and the Aeronautical Command Organizations (COMAER) is to centralize, within its area of operation, the logistical activities of support and services, among them, the activities of buying and purchasing goods, and services related to logistics operations for aeronautical material, material of military relevance, and for receiving and delivering purchased items.

1.4. Since its creation in 1972, the Brazilian Aeronautical Commission in Europe (BACE) has been acting as a key component in the Logistics Command of the Brazilian Air Force, helping the Brazilian Air Force (BAF) to keep its assets in their best operational conditions.

1.5. Considering the transit of materials for the purpose of logistical support to the BAF aircraft fleet, as well as other items of interest to COMAER, the need to hire a Material Transport Service was identified, including hazardous materials classified as HAZMAT, and Cargo Agent, that is capable of attending the shipment of cargo from suppliers located abroad to Military Organizations (MO) in Brazil and vice versa, through air, sea, land, and also perform the loading service on aircraft of BAF abroad. It should be noted that the flow of this type of material is not constant; it covers several countries and may be subject to special procedures. Thus, the exclusive use of BAF aircraft to carry out the activity of transporting materials is not a more economical alternative for the Administration.

1.6. The objective of this BASIC PROJECT is to present the set of necessary and sufficient elements, with the necessary degree of precision, to define the service, OBJECT required by the Administration, which must be incorporated in the Administrative Management Process ("PAG"), addressing the hiring of goods transport services, from BACE (Brazilian Aeronautical Commission in Europe), for an initial period of 12 (twelve) months, from the date of execution of the contract, which can be extended up to 60 months.

1.7. The estimated duration of 12 (twelve) months of contractual activity is based on services performed in recent years, as well as on estimated future demand. However, such estimate does not imply any right for the CONTRACTED PARTY to carry out the total amount estimated, if the CONTRACTING PARTY's request, within 12 months, is less than the estimated value. Only services that are truly necessary for the CONTRACTING PARTY's Logistic Support will be requested and payment will be made to the CONTRACTED PARTY after the completion of each service.



2. DEFINITIONS

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

2.1.1. AWB (Air Way Bill) – Air Way Bill that composes the cargo manifest. Document issued by the shipping agent or by the transport company itself. It indicates the owner of the exported cargo and its consignee. This document contains the following data: the recipient, the consignee, to whom the arrival of the cargo must be notified, the type of cargo, the quantity, the weight, the type of packaging, the container number, the stamp number or seal, the declaration that it was shipped on board, the freight payment method, among other information.

2.1.2. STORAGE - Organized storage of properly preserved materials, in depots, usually on shelves divided into bins or not, or even in demarcated free areas, depending on the type, dimensions, nature of the material and packaging; duly designated places, grouping items of the same identification. The storage standards established by ABNT (Brazilian Association of Technical Standards), through NBR 15.524-2/2008 (Storage System), or equivalent regulations of the country where the material is stored must be obeyed.

2.1.3. BL (*Bill of Lading*) – Bill of Lading is a document issued by a carrier to have knowledge about a cargo load.

2.1.4. BACW – Brazilian Aeronautical Commission in Washington D.C.

2.1.5. BACE - Brazilian Aeronautical Commission in Europe.

2.1.6. BP or BASIC PROJECT - According to Brazilian law 8.666 (June 21, 1993), it is the set of necessary and sufficient elements, with an adequate precision level, used to characterize the work or service, or complex of works or services, which will be the object of the bidding. It is elaborated based on the indications of preliminary technical studies, which ensure the technical feasibility and the adequate environmental impact treatment of the enterprise, as well as allowing the costs evaluation of the work or service, defining the methods and deadlines for its execution.

2.1.7. COMAER: – Comando da Aeronáutica (“Brazilian Aeronautical Command”);

2.1.8. COMREC – Commission of Material and Services Receipt formed by at least three members who, through the Contract Management Unit representing the Air Force Command by the CONTRACTED PARTY; its duties are to make receipt of the object, be it material goods or service in accordance with the established in ICA 65-8/2009 and ICA 12-23/2017.;

2.1.9. CONTRACTED PARTY – Company responsible for the execution of the services after the approval and adjudication of the object of the bidding occurred. In this Basic Project it will be called Cargo Agent.

2.1.10. CONTRACTING PARTY - Federal Government - Air Force Command, represented by Brazilian Aeronautical Commission in Europe (BACE);



2.1.11. CTLA - Aeronautical Logistics Transport Center, located in Estrada Alfredo Rocha, 495 - Ilha do Governador | Rio de Janeiro - RJ | CEP: 21941-580 – Brazil.

2.1.12. EXPENSES CONTRACT or CONTRACT - It is defined as: the adjustment that the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with a private or other Administrative Entity (CONTRACTED PARTY), for the services execution on the agenda and under the conditions established by the Administration Public itself.

2.1.13. EBL – Escritório Brasileiro de Ligação em Lisboa – Brazilian Connection Office in Lisbon.

2.1.14. HAZMAT SHIPMENT – Document issued by the CONTRACTING PARTY containing information about the items to be transported.

2.1.15. FAB or BAF - Força Aérea Brasileira – Brazilian Air Force.

2.1.16. SUPERVISOR or CONTRACT SUPERVISOR - Individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, systematically appointed to monitor and inspect the execution of the contractual instrument, and complementary requests issued by the Union, in all its aspects.

2.1.17. HANDLING – Fee for the service performed by the CONTRACTED PARTY related to the management of the material stock belonging to the CONTRACTING PARTY that has been placed under the CONTRACTED PARTY's safekeeping and responsibility. It comprises the services of receiving the material, the control of entry and exit, the registration in inventory, data entry in the SILOMS-BR Transport Module and all the necessary communications for the management of the material between the CONTRACTING PARTY and the CONTRACTED PARTY.

2.1.18. HAZMAT - Material is classified as HAZMAT when it is governed by specific control regulations, such as biological, chemical, radioactive and physical items or agents, which can potentially cause damage to humans, animals or the ecosystem, by itself or through interaction with other factors. Dealing with this type of material includes all life cycle management from planning to the development of new products, production, distribution, storage, shipment, use, cleaning and disposal.

2.1.19. HMRC - Her Majesty's Revenue and Customs (UK) – Her Majesty's Revenue and Customs is a non-ministerial department of the UK government responsible for collecting taxes, for the payment of some forms of state support and administering other regulatory regimes.

2.1.20. IATA DGD or IATA Declaration - This is a document issued by the seller (BACE seller) to certify that the hazardous material (HAZMAT) has been packaged, identified and declared in accordance with international transport regulations.

2.1.21. ICA - Instrução do Comando da Aeronáutica Aeronáutica (Brazilian Aeronautical Command internal regulation - Instruction).

2.1.22. ICA 12-23/2017 – Brazilian Aeronautical Command internal regulation regarding the inspection, acceptance of materials and services and application of administrative sanctions.

2.1.23. ICA 65-8/2009 – Brazilian Aeronautical Command internal regulation regarding the attributions of the SUPERVISORS and COMREC.



2.1.24. INCOTERM 2010 - International Commercial Terms - These are international sales terms and were published in 2011 by ICC, with the purpose of allowing the standardization and correct interpretation of the transfer of responsibilities, international contracts costs and risks, signed between exporters and importers.

2.1.25. INVOICE – Commercial document that formalizes a purchase and sale operation abroad, which must contain the following information, among others: quantity, unit of supply, price, the payment terms, taxes, tariffs and BAF Purchase Order number.

2.1.26. OM or MO– Organização Militar (Military Organization).

2.1.27. ORDENADOR DE DESPESAS or EXPENDITURE ORDINATOR - Management Agent with competence to execute acts that result in the issuance of commitment notes, authorization for payments, supply funds, budgets approval, among others.

2.1.28. ORIGIN – BACW/BACE suppliers or EBL's depot.

2.1.29. PAAI - Formal internal administrative procedure composed of the registration of all acts and the administrative facts verification, 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 the administrative sanctions provided for in Legislation (ICA 12/23).

2.1.30. PAG – Administrative Management Process.

2.1.31. PROCESSING - It is an administrative fee to be paid by the CONTRACTING PARTY, due to the PROCESSING of profits and costs by the CONTRACTED PARTY.

2.1.32. SILOMS MT-TRANSPORTE - Integrated Logistics System for Material and Services Management.

2.1.33. RECEIPT TERM - Document issued by COMREC attesting and accepting the services performed.

3. OBJECT

3.1. Hiring a specialized company to perform the services of receipt, storage, entry of related data into the COMAER system SILOMS-BR (Transport Module), customs clearance and subsequent dispatching of all the goods acquired by COMAER (Brazilian Aeronautical Command) in Europe, Africa, Asia and Oceania to Brazil, and also the performance of these services relating to repairable materials sent from Brazil to the firms contracted for carrying out the respective repairs on the above-mentioned continents, with their subsequent return to Brazil.

CONTRACT OBJECT

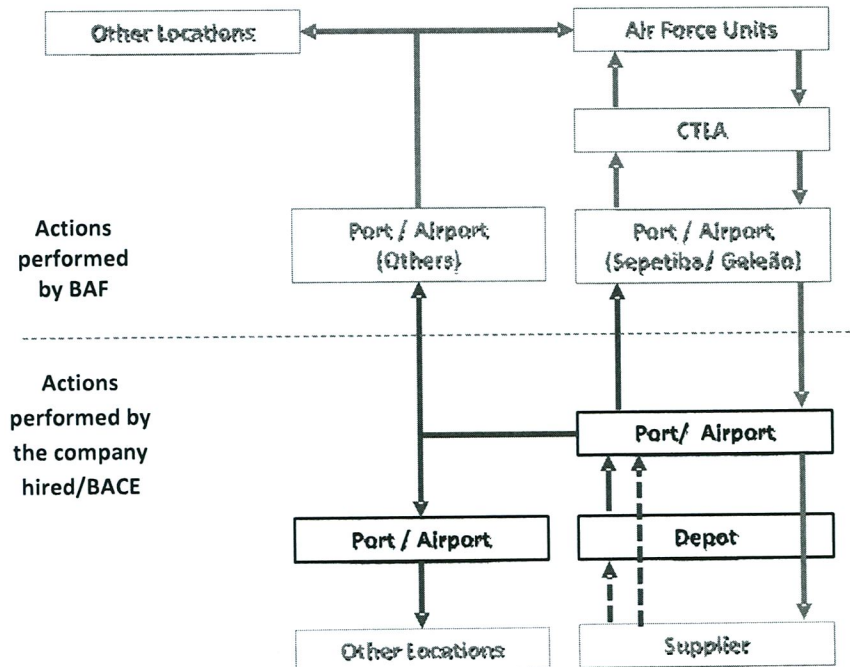


Figure 1 – Representation of the object of the contract.

4. JUSTIFICATIVE

4.1. The project aims to hire a specialized company for the services provision of receipt, storage, protocol in SILOMS-BR - Transport Module, customs clearance and transport in air, sea and land modes of all materials, classified as HAZARDOUS LOADS and NON- HAZARDOUS LOADS, acquired by COMAER, as well as the execution of these services regarding repairable materials sent from Brazil to companies contracted to carry out the respective repairs on the continents mentioned in this BASIC PROJECT, with their subsequent return to Brazil, to support the BAF's aerial activities, since the Brazilian Aeronautical Commission in Europe is responsible for the purchase and distribution of all material, equipment, publications and technical documentation acquired in Europe, Africa, Asia and Oceania, for all units of the Brazilian Air Force.

4.2. In addition, in order to maintain the operational availability of the BAF aircraft fleet, it became necessary to hire a company with the capacity to provide transport, storage and customs clearance services. It should be noted that the transport of this type of material may be subject to peculiar conditions and must be carried out by companies specialized in this type of service. If



this service was only performed by BAF aircraft, demands would require the use of specialized human resources, aircraft crew and high frequency of international travel - estimated to be at least a monthly trip - which should cover many different countries. It should be noted that the purchase of these materials does not obey a constant cadence of supply, either by quantity or by the supplier's country. Moreover, it would require the adoption of cargo consolidation practices, directly affecting the materials delivery time and generating storage costs abroad. In this way, it is noted that the adoption of this practice is not the most economical alternative and the best logistical solution for the Administration.

4.3. In addition to the above, the possible urgency of certain goods for the aircraft maintenance of FAB fleet is highlighted; whose unavailability directly affects the fulfilment of its missions.

4.4. Therefore, considering the principle of cost-effectiveness, specificity in the management of HAZARDOUS LOADS and NON-HAZARDOUS LOADS and maintenance of the available fleet, it is necessary to hire a specialized company for the services provision of receipt, storage, protocol in SILOMS-BR - Transport Module, customs clearance and transport in air, sea and land modes of all materials to meet the needs of the Brazilian Air Force.

4.5. In these circumstances, it is considered justified to outsource these services to provide the necessary means for the goods delivery contemplated by this BASIC PROJECT. The outsourcing of services, therefore, becomes a necessity, being an essential means that allows the fulfilment of the annual plan of activities established for the air fleet, by the Chief of the Estado-Maior da Aeronáutica (EMAER).

5. HISTORICAL DEMAND

5.1. In order to provide an estimate of the services to be performed, statistical data referring to the values of loads and transport carried out in the last 3 years are presented in Annexes 1 and 2.

5.2. . It should be noted that, considering that the services will be performed on demand and that the estimates presented in annexes 1 and 2 are based on historical data, the CONTRACTING PARTY shall not be under an obligation to execute the entire estimated quantity, likewise, the CONTRACTED PARTY shall not be under the right to execute the entire estimated quantity, if the execution is, within the period of 12 months, less than the estimated amount.



6. OBJECT SPECIFICATION

6.1. The products involved in the services covered by this BASIC PROJECT refer to materials classified as HAZARDOUS LOADS and NON-HAZARDOUS LOADS, in addition to the aircraft engines, components, ground support equipment, flight protection equipment and aviation supplies in general.

6.2. This Basic Project specifies the general conditions that must be met in the execution of the services of receipt, storage, entry of related data into the COMAER system SILOMS-BR (Transport Module), customs clearance and subsequent dispatching of all the goods acquired by COMAER (Brazilian Aeronautical Command) in Europe, Africa, Asia and Oceania to any other location, as well as the performance of these services regarding repairable materials sent from Brazil to companies contracted to carry out the respective repairs on the continents mentioned above, with their subsequent return to Brazil. These services will be managed by BACE and can be performed by the Brazilian Liaison Office in Lisbon (EBLL).

6.3. Service provision requests will be issued by the CONTRACTING PARTY, via electronic mail, in order to document the need and authorize the service provision of the CONTRACTED PARTY.

6.4. The costs associated with cargo insurance from ORIGIN TO DESTINATION are the responsibility of the CONTRACTING PARTY and should not be included in the price proposal presented in the Offer.

6.5. The CONTRACTED PARTY is responsible for the entire time during which the cargo is under its responsibility, ceasing to be responsible after delivery to the recipient accredited by the CONTRACTING PARTY.

6.6. The cargo will be considered to have been delivered in good condition, after receipt by CTLA, without damage or claims. The CONTRACTED PARTY is responsible for ensuring that the original AWB or BL accompanies the cargo material, in order to allow customs clearance.

6.7. Complaints regarding delays must be reported within fifteen (15) calendar days after the material receipt by CTLA, by the CONTRACTING PARTY TO THE CONTRACTED PARTY.

6.8. During the services execution, the weight measurement unit for this BASIC PROJECT and, therefore, the CONTRACT, must be kilograms (kg). Thus, if it is necessary to convert kilograms (kg) and pounds (lbs), the following equivalence will be used: 1 lb. = 0.4536 kg.

6.9. Specification for shipping and receiving HAZARDOUS LOADS

6.9.1. After receiving a HAZARDOUS LOADS service request, the CONTRACTED PARTY shall review and verify all a HAZARDOUS LOADS documentation for the material to be sent or received.

6.9.2. It should be noted that, if a company refuses to transport any material due to its hazardous cargo classification, the CONTRACTED PARTY shall apply all efforts to provide another company to perform the services. If, however, shipment is not possible due to the airlines limitations, the CONTRACTED PARTY will not be responsible for the lack of performance or suffer any penalty resulting from this specific situation.

6.9.2.1. If the specific case mentioned above occurs, the CONTRACTED PARTY must issue an explanation to the CONTRACT SUPERVISOR proving all the facts so as not to be considered default.



6.9.3. The CONTRACTED PARTY, after receiving the service request and related documentation, must arrange the goods shipment.

6.9.4. If the CONTRACTED PARTY proves the existence of flaws or irregularities in the documents and/or packaging provided, it must notify the CONTRACTING PARTY and request the necessary corrections.

6.9.5. If the CONTRACTED PARTY proves the presence of flaws or irregularities in the packaging or documentation of the HAZARDOUS LOAD material to be sent, it must notify the CONTRACTING PARTY. If the changes cannot be corrected by the CONTRACTING PARTY, the CONTRACTED PARTY must provide the necessary corrections to proceed with the shipment.

6.9.5.1. In the aforementioned cases, the CONTRACTED PARTY must request the approval of the PACKAGING/DOCUMENTATION costs (EP/DC), which must be proven by presenting an INVOICE for the services provided by third parties.

6.9.5.2. PACKAGING/DOCUMENTATION costs (EP/DC) that have not been approved by the CONTRACTING PARTY will not be paid.

6.9.5.3. The CONTRACTED PARTY must issue an INVOICE, with the cost of the cargo arriving at the DESTINATION, as presented in the price proposal.

6.9.6. The CONTRACTED PARTY must attach a copy of the AWB to the INVOICE proving the amount charged by the airline for the fuel surcharge.

6.9.7. The CONTRACTED PARTY must attach to the INVOICE proof of payment to third parties for PACKAGING/DOCUMENTATION services.

6.9.8. The CONTRACTING PARTY will only pay the amounts associated with the services provided.

6.10. Specification for shipping and receiving NON-HAZARDOUS LOADS

6.10.1. After receiving a NON-DANGEROUS LOAD service request, the CONTRACTED PARTY shall review and verify all DANGEROUS LOADS documentation for the material to be sent or received.

6.10.2. The CONTRACTED PARTY, after receiving the service request and related documentation, must arrange the goods shipment.

6.10.3. If the CONTRACTED PARTY proves the existence of flaws or irregularities in the documents and/or packaging provided, it must notify the CONTRACTING PARTY and request the necessary corrections. In this case, the maximum period for delivery is suspended until all pending issues are resolved by the CONTRACTING PARTY.

6.10.3.1. For shipments of NON-HAZARDOUS LOADS, the CONTRACTING PARTY is responsible for resolving any flaws or irregularities in the documents and/or packaging provided.

6.10.4. The CONTRACTING PARTY will only pay the amounts associated with the services provided.



7. EXECUTION OF SERVICES

7.1. EXPORT

7.1.1. General Rules

7.1.1.1. Export is considered to be the transport of materials owned by COMAER, or under its responsibility, from BACE/BACW suppliers or from the EBLI warehouse facilities, located at Rua Pioneiros da Aviação s/n, Armazém 11, Alverca do Ribatejo, 2615-47, Portugal, bounded by the territories of Europe, Asia, Africa and Oceania to the DESTINATION of the cargo, in Brazil.

7.1.1.2. The Cargo Agent may be requested, as COMAER necessity, to export materials to another country, other than Brazil.

7.1.1.3. The service will be performed by BACE's demand.

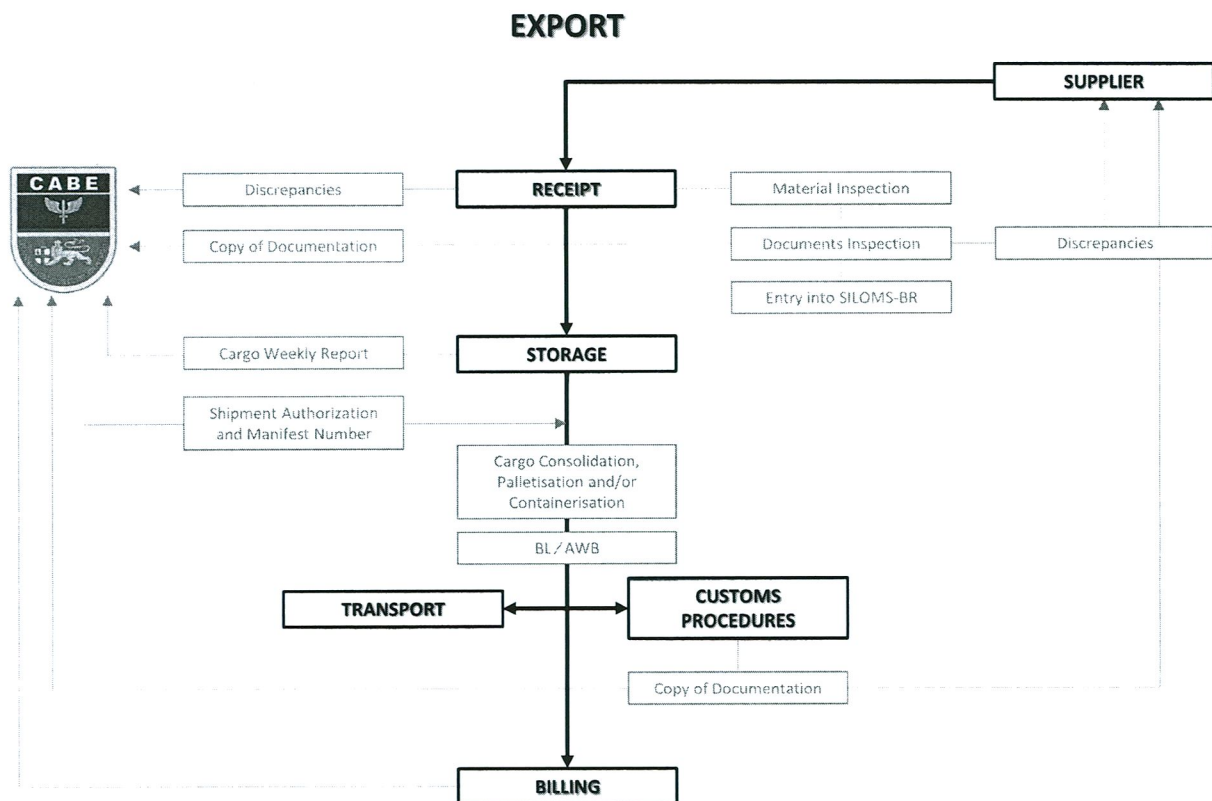


Figure 2 – Representation of an export process.

[Handwritten signature]



7.1.2. Receipt

7.1.2.1. The Cargo Agent must, when receiving materials, check:

7.1.2.1.1. The conformity of the data contained in the accompanying documentation in relation to the respective Purchase Order (s) issued by CABE/CABW;

7.1.2.1.2. The document(s) correction accompanying the materials; and

7.1.2.1.3. The existence of all documents required to export them, in accordance with the legislation of that country and with the standards contained in international agreements on the transport of materials. Any discrepancies that may exist must be reported immediately to BACE.

7.1.2.2. Should there be discrepancies between the goods dimensions (weight and volume) in the export documentation and the dimensions obtained by the Cargo Agent after material inspection, the Cargo Agent shall contact the supplier and request the correction of the dimensions in the export documentation. All documents issued and all data entries performed by the Cargo Agent in regard to the entry of related data into the COMAER system SILOMS-BR (Transport Module), to the international transport, to the clearance procedures and to the billing procedures shall exactly match the packing list data provided by the supplier.

7.1.2.3. After the material inspection is performed by the Cargo Agent, the delivery of goods shall be processed and registered in SILOMS-BR (Transport Module) in accordance with the procedures in Clause 7.4.1 of this Basic Project.

7.1.2.4. After receipt is entered into SILOMS-BR (Transport Module) by the Cargo Agent, the received goods must be identified by RFID tags printed in accordance with the procedures in Clause 8.2 of Basic Project.

7.1.2.5. The Cargo Agent shall send by email PDF copies of all documentation received to chefedl.cabe@fab.mil.br and to other email addresses requested by BACE. The list of documents shall include: commercial invoice; Packing List; and data regarding the material weight and volume, if not included in these documents. The email subject shall bear the volume's reference numbers, pertaining to the goods receipt, aiming to locate them in future research.

7.1.2.6. The Cargo Agent shall reply to all queries regarding export procedures made by BACE's suppliers and by military organizations under the Brazilian Aeronautical Command in order to make the shipping process as efficient as possible.

7.1.3. Storage

7.1.3.1. The Cargo Agent must arrange for fixed depots for storage of the materials acquired by the Brazilian Aeronautical Command in the following cities: London (United Kingdom), Milan (Italy), Le Havre (France) and Hamburg (Germany). The depots in Le Havre (France) and Hamburg (Germany) cannot be more than 100 Km away from the following ports: Le Havre (FRLEH) and Hamburg (DEHAM),



respectively. The depots in London (United Kingdom) and Milan (Italy) cannot be more than 100 Km away from the following airports: London – Heathrow (LHR) and Milan – Milan Malpensa (MXP), respectively.

7.1.3.2. Statistically, on the basis of volume of goods handled on behalf of the Brazilian Aeronautical Command, the aforementioned cities have remained the largest freight. However, the need for materials handling can occur in other locations. The Cargo Agent shall be requested, in accordance with BACE's needs, to provide depots in other cities in Europe, Africa, Asia or Oceania, to meet any occasional, temporary or transitory needs on behalf of the Brazilian Aeronautical Command.

7.1.3.3. From 2016 through to 2019 there have been requests for depots to be provided in the following cities: Madrid (Spain), Seville (Spain), Tel Aviv (Israel), Sydney (Australia), Brussels (Belgium), Zurich (Switzerland), Stockholm (Sweden), Auckland (New Zealand), Tokyo (Japan) and Athens (Greece).

7.1.3.4. The contracted company is entirely responsible for the receipt, handling, storage, transfer of material inside the Cargo Agent's depot, regardless of the depot in which it is received, including regarding depot on demand to meet occasional, temporary or transitory needs from COMAER.

7.1.3.5. Depots must abide by the requirements of the laws and regulations of the countries in which they are located, including safety and fire regulations

7.1.3.6. The materials to be stored in the depots must be kept in adequate conditions in line with:

7.1.3.6.1. The technical specifications provided by the supplier or manufacturer and/or;

7.1.3.6.2. The necessary actions, in accordance with the nature of the goods, protecting its integrity and packaging against any risks such as humidity, temperature changes, light exposure, weather inclement, bumps, drops and any accidents which could cause damage to the materials.

7.1.3.7. The Cargo Agent is fully responsible for the integrity of the COMAER volumes (materials and packaging) from their receipt up until their delivery to the carrier or whoever determined by BACE. In the event of damage caused by willful, culpable or commissive conduct of your own, any costs arising from such actions shall be paid for by the Cargo Agent.

7.1.3.8. Such responsibility also extends to other depots arranged by the Cargo Agent for occasional, temporary or transitory storage or subcontracted by the same.

7.1.3.9. The Cargo Agent shall send to BACE, every week's Monday, by email (chefedl.cabe@fab.mil.br and other email addresses established by BACE) up until 15:00 (GMT) a report on the weekly occurrences - MS Excel (*.xlsx) in accordance with the standardised spreadsheet set by BACE (Annex 3).

7.1.3.10. The Cargo Agent shall manage the stock of pallets owned by FAB (BAF - Brazilian Air Force) in its depots when the operations are carried out in military aircraft;



7.1.3.11. Bidders must provide the addresses where the services object of this Basic Project shall be carried out. BACE may request inspection visits to all depots informed by bidders in order to verify whether they comply with the conditions established in this Basic Project.

7.1.3.12. Under no circumstances shall the Cargo Agent modify the packaging or open the goods delivered at their premises, except by BACE's request.

7.1.3.13. Only if authorised by BACE, must the Cargo Agent arrange for materials packaging or repackaging, observing the international legislation on the subject.

7.1.4. Shipment

7.1.4.1. Only BACE may authorize, at its judgment of convenience and opportunity, the export of materials belonging to the Brazilian Aeronautical Command which are stored either at the CONTRACTED PARTY's depots or EBL's depot.

7.1.4.2. Once authorized by BACE, the Cargo Agent shall:

7.1.4.2.1. Contract international, air or sea shipment, as determined by BACE;

7.1.4.2.2. Arrange for all the necessary documents for international shipment (AWB/BL and further documentation in accordance with the country's customs requirements) and provide with the following details by e-mail: document number, flight/ship reference, reference number(s) of the consignment(s), route and departure and arrival dates, as well as copy of all documentation aforementioned (PDF format);

7.1.4.2.3. Arrange for the sea freight shipment documentation (shipped on board) to be issued and organise the delivery of the originals of the bill of lading and any other documentation necessary for customs clearance in Brazil by courier (i.e. Fedex, UPS, TNT, etc) to:

CENTRO DE TRANSPORTE LOGÍSTICO DA AERONÁUTICA – CTLA

Chefia da Divisão de Despacho Aduaneiro – CTLA
Estrada Alfredo Rocha, 495, Ilha do Governador
Rio de Janeiro – RJ
CEP: 21.941-580
BRAZIL

CNPJ: 000.394.429/0045-21
Tels: +55 (21) 2260-1610 (Chefia)
+55 (21) 2138-4111 (Secretaria)
Emails: apoio.sda@gmail.com
apoio.sda2@gmail.com

7.1.4.2.4. When necessary, prepare the cargo for internal and external freight, according to the modal determined by BACE (air, sea or land);

7.1.4.2.5. Carry out the inland freight (between the EBL's depot, your depot or supplier's address and the port/airport) of the materials whose export was authorized, as determined by BACE.

7.1.4.3. Regarding the cargo shipment in/from a BAF aircraft, the Cargo Agent shall carry out the loading (with exports) and the unloading (with imports), observing the



local legal and customs requirements within the dates and time defined by BACE, receiving the cargo delivery protocol, as well as issue receipt for the materials received.

7.1.4.4. When an aircraft of the Brazilian Air Force operates on a foreign Air Force Base, in which, by internal orders/regulations, the loading and unloading of the materials shall be carried out exclusively by personnel of that Base or a third party company appointed by the Air Force Base administration, the Cargo Agent shall arrange for such support in accordance with the rules and regulations in place observing dates and times made available by the Air Force Base administration at the discretion of the aircraft's military crew and BACE. The Cargo Agent shall arrange for a representative, fluent in the local language, who shall inspect all loading and/or unloading operations, receive all the delivery documentation and issue receipt of material.

7.1.4.5. The international shipments shall be carried out from the following ports and airports:

City	Port	Airport
London (United Kingdom)	Tilbury	Heathrow (LHR)
Milan (Italy)	Genoa	Milano Malpensa (MXP)
Le Havre (France)	Le Havre	Charles de Gaulle (CDG)
Hamburg (Germany)	Hamburg	Hamburg (HAM)
Others	Contact BACE	Contact BACE

7.1.4.6. If there is necessity to carry out international transportation in cities other than those listed above, these shall be covered in the countries of Europe, Africa, Asia and Oceania.

7.1.5. Customs Procedures

7.1.5.1. The Contracted Party shall, with strict observance of the legislation of the country where the goods will be exported, arrange for the customs documentation, carry out all necessary data entry and perform all other necessary acts in order to clear the materials in the local customs, observing the local legal requirements.

7.1.5.2. The Contracted Party shall send to BACE, with the export invoice, the original documents, receipt of entries and records in the systems, Cargo Agent's receipts and/or any further legal or local customs documentation required in the country, concerning of the goods to which they refer. Such obligation includes all necessary documentation to prove BACE abides by all rules and regulations with regard to local Customs procedures and allowing BACE to provide proof of export to its suppliers (manufacturers, sellers or repairers) for tax exemption purposes.

7.1.5.3. The Cargo Agent shall demand the export Customs declaration and all relevant documentation, in accordance with the INCOTERM specified in the Purchase Order issued by BACE to the material supplier (manufacturer, seller or repairer), upon receipt of the goods at the designated depots. In case of previous



contact (before delivery) between the suppliers (manufacturers, sellers or repairers) and the Cargo Agent, the Cargo Agent shall instruct them in order to obtain all necessary export documentation. Considering these hypotheses now addressed, when the good's supplier (manufacturers, sellers or repairers) is responsible for arranging the export documentation in compliance with the INCOTERM agreed in the PO, BACE shall not be liable to pay for any export documentation whatsoever.

7.1.5.4. When applicable, the Cargo Agent shall take any measures that prove necessary for obtaining reimbursement of any recoverable amount paid, in respect of the charging of fees, taxes or fines.

7.1.5.5. The CONTRACTED PARTY shall also take into consideration that the materials acquired by the Brazilian Air Force are for application in the Air Force's aircrafts and/or for defence of the Brazilian air space, hence such materials may be subject to export or import licence since they are controlled materials.

7.1.6. Billing

7.1.6.1. The Contracted Party shall issue an invoice for the services provided within 72 (seventy two) hours from the shipment of material.

7.1.6.2. Considering the contracted services shall be paid with public funds from the yearly budget of the Federative Republic of Brazil, and therefore subject to Brazilian National Congress control, the invoices must be provided as follows:

7.1.6.2.1. Invoices shall be issued to The Brazilian Aeronautical Commission in Europe;

7.1.6.2.2. All unit prices or rates must be clearly detailed. When such price refers either to reimbursements or to expenses whose amount to be paid is not part of the contract due to its unpredictability, supporting documentation must be attached to the invoice;

7.1.6.2.3. The amounts charged for each of these cost components must tally with those of the price proposal;

7.1.6.2.4. The calculated amounts must be precisely reproduced (Pence/Cents). Amounts may be rounded up only from the third decimal place (amounts from 0,000000 to 0,004999 shall be rounded down; amounts from 0,005000 to 0,009999 shall be rounded up);

7.1.6.2.5. Only data from documents presented by BACE/BACW or by the suppliers shall be accepted as calculation basis for billing. If there is any discrepancy between these data and that identified during receipt of the goods, the Contracted Party shall request the amendment of the document, as instructed in this Basic Project, the document rectification;

7.1.6.2.6. The ground distance between two specific destinations shall be obtained exclusively via Google maps. Should the Contracted Party, or a third-party company, not be able to follow the shorter route for reasons out of its control, and therefore follow a longer one, the Contracted Party must



attach to the invoice a letter in headed paper explaining the circumstances occurred;

7.1.6.2.7. Invoices must be, indispensably, accompanied by all documents related to the goods exported, freight and customs clearance procedures, in case they have not been provided to BACE previously.

7.1.6.3. Invoices shall be dully paid, without any increase, within a maximum period of 30 (thirty) days from the date the original documentation is effectively received by BACE.

7.1.6.4. After 30 days the Contracted Party can claim interest (1% of the total amount of invoice – paid only once and 0.001% of the total amount per day of payment delay).

7.1.6.5. Lack of any document concerning to the goods exported, freight and customs clearance, shall compromise the receipt of the services contracted by COMREC. Within a maximum period of 5 (five) days from the receipt of invoice and its attached documents, COMREC shall inform the Contracted Party by e-mail (with ratification by telephone), of the missing documents. If the missing documents are received at BACE within 5 (five) days from the day of such contact, payment shall be effected within the remaining days left from the 30-day period. If the missing documents are not received at BACE within 5 (five) days from the day of such contact, the 30-day period count shall be stopped, and after the missing documents are eventually provided, the 30-day period shall start from day 1 (one) again.

7.1.6.6. Shall the Contracted Party not be able to present timely all customs clearance documents due to the terms established by the Customs Authority, the Contracted Party must justify this fact and the Contracting Party will grant a new term, after which, all payments will be suspended until all overdue documents are presented.

7.1.6.7. Any invoice discrepancies (such as different information from that of the accompanying documents, calculation errors, failure to demonstrate cost components, etc.) shall prevent receipt of contracted services from being effected by COMREC. Within 5 (five) days from the receipt of invoice and its attached documents BACE shall inform the Contracted Party by e-mail (with ratification by telephone), of the list of the errors. If an amended invoice is received at BACE within 5 (five) days from such contact, payment shall be effected within the remaining days left from the 30-day period. If the amended invoice is not received at BACE within 5 (five) days from the day of such contact, the 30-day period count shall be stopped, and after the amended invoice is eventually provided, the 30-day period shall start from day 1 (one) again.

7.1.6.8. Should COMREC accept an invoice containing discrepancies, the Contracted Party does not relieve its responsibility for errors or flaws that the invoice contains. If discrepancies are identified after payment has been processed, the Contracted Party must issue a Credit Note to be used against payment of future invoices.



7.2. IMPORT

7.2.1. General Rules

7.2.1.1. The transport of goods acquired by, or under the responsibility of, The Brazilian Aeronautical Command from Brazil to EBLL depot or any location in Europe, Africa, Asia and Oceania is considered import.

7.2.1.2. CTLA is responsible for the international transport from a port or airport in Brazil to the EBLL depot or first destination (another port or airport) in Europe, Africa, Asia and Oceania.

7.2.1.3. The Contracted Party is responsible for carry out import procedures once the material is received in a port or airport of the first destination located in Europe, Africa, Asia and Oceania, arrange for Customs clearance and inland freight to its final destination or EBLL depot.

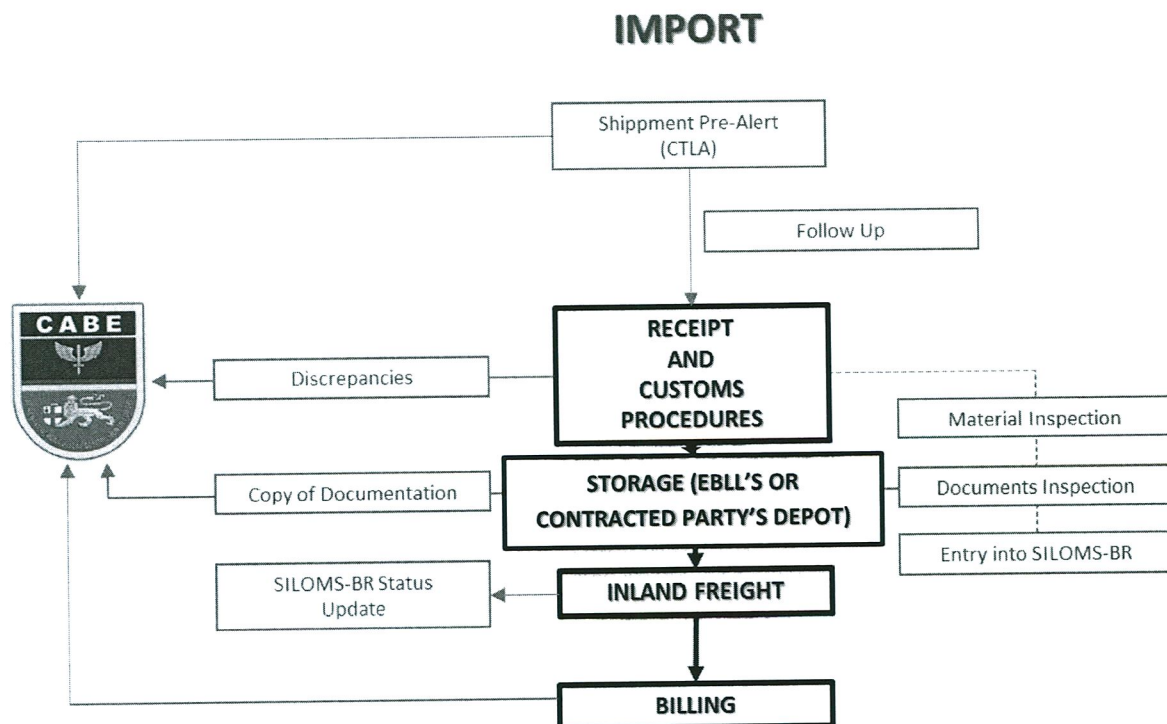


Figure 3 – Representation of an import procedure.

7.2.1.4. The service will be performed by BACE's demand.

7.2.2. Procedures

7.2.2.1. Before sending any material from Brazil to EBLL's depot or any location in Europe, Africa, Asia and Oceania, CTLA, responsible for carrying out the international transport, will send a draft Pre-Alert, regarding this shipment, with the following attachments: Cargo Manifest, Invoice(s) and AWB/BL. Once the draft Pre-

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Alert is received through BACE, the Contracted Party shall check if all the necessary documentation for customs clearance and transport procedures is available and its correctness. If further documentation is necessary due to local legal and customs requirements, the Cargo Agent shall inform BACE accordingly. In all cases, the Contracted Party shall within 24 hours from receipt of the Pre-Alert, inform BACE about its feedback.

7.2.2.2. BACE shall forward the Cargo Agent's report (analysis on the Pre-Alert's draft) to CTLA, which will therefore arrange for any necessary adjustment, correction or amendment in the documentation and shall carry out shipment from Brazil and send the amended Pre-Alert in accordance with the requirements made by the Cargo Agent and BACE. The amended Pre-Alert documentation shall reflect the material's scheduled date of arrival. The Cargo Agent shall arrange for receipt and Customs clearance immediately after the material's arrival.

7.2.2.3. Within 24 hours from the material's arrival at the port/airport informed on the Pre-Alert, the Cargo Agent shall:

7.2.2.3.1. Arrange for the customs clearance and, if applicable, keep the materials received in a bonded warehouse, and take any measures that prove necessary for obtaining reimbursement of any recoverable amount paid, in respect of charging of fees, taxes or fines;

7.2.2.3.2. Arrange for the data entry in SILOMS-BR (Transport Module) according to clause 7.4.1 of this Basic Project;

7.2.2.3.3. Arrange for the material to be transported inland from the port/airport to the final destination or EBLL's depot. There may be transit of the imported materials through EBLL's or Contracted Party's depots;

7.2.2.3.4. Update status of material in SILOMS-BR (Transport Module) according to clause 7.4 of this Basic Project, once delivery to final destination is effected;

7.2.2.4. When materials are imported into the United Kingdom for repair and subsequently exported, the Cargo Agent shall arrange for all documentation and data entry when goods are imported under IPR - Inward Processing Relief – regime, in accordance with HMRC rules and regulations.

7.2.2.5. With regard to invoicing and payment of import operations, the procedures in sub-clause 7.1.6 shall apply.

7.2.2.6. Shall the Contracted Party not be able to comply with the terms established in this clause due to suppliers' lack of response; the Contracted Party must immediately communicate this fact to BACE.

7.3. SHIPMENT IN BRAZILIAN AIR FORCE AIRCRAFT

7.3.1. For shipments in Brazilian Air Force aircraft, the aforementioned import/export procedures shall apply.

7.3.2. In case of imports, from Brazil to either EBLL's or Contracted Party's depot or any location in Europe, Africa, Asia and Oceania, in a Brazilian Air Force aircraft, BACE shall



inform the Contracted Party about the landing dates(s), time(s) and location(s). Such aircraft may go on missions in different locations and/or other regions at BACE's discretion.

7.3.3. When an aircraft of the Brazilian Air Force operates on a foreign Air Force Base, in which, by internal orders/regulations, the loading and unloading of the materials shall be carried out exclusively by personnel of that Base or a third party company appointed by the Air Force Base administration, the Cargo Agent shall arrange for such support in accordance with the rules and regulations in place observing dates and times made available by the Air Force Base administration at the discretion of the aircraft's military crew and BACE. The Cargo Agent shall arrange for a representative, fluent in the local language, who shall inspect all loading and/or unloading operations, receive all the delivery documentation and issue receipt of material.

7.3.4. When requested by BACE, and in accordance with its instructions, the Cargo Agent shall, where it has depots, arrange for all necessary ground support for loading and unloading operations of the materials onto/from the Brazilian Aeronautical Command's aircraft (and if applicable, arrange for temporary storage). The Cargo Agent is not responsible for the provision of services such as parking, refuelling, catering, military staff transport, etc. The Brazilian Air Attaché office is responsible for providing such services and the military crew onboard the said aircraft is responsible for their payment. If the aforementioned services are requested to the Cargo Agent by the Brazilian Air Attaché office, such engagement shall not be supported by this document; BACE will not pay for these services.

7.3.5. Exceptionally, when the Brazilian Air Force's aircraft is operating in a country devoid of Brazilian Air Attaché office support and on an exclusive logistic mission, other services than loading and unloading (such as parking, refuelling, catering, military staff transport, etc.) may be requested by the Contracting Party. Under such circumstances BACE will reimburse the amount paid for the services provided as well as the corresponding fees in line with the price proposal in the respective contract.

7.3.6. The Contracted Party shall provide the aircraft Commander with all necessary export documentation in accordance with the local legal and customs requirements.

7.4. SILOMS-BR –TRANSPORT MODULE

7.4.1. EXPORT

At the time of receipt of the material at the Cargo Agent's depot, collected by them or delivered by the firm supplying the material, in line with agreed Incoterms, the Cargo Agent must enter the volume receipt in the SILOMS-BR (Transport Module), as follows:

- a) Access the BACE website (www.bace.org.uk), **Portal Brasil, Módulo Transporte**, using the **Username** and **Password** to be registered;
- b) Under the **Volume** option, access **Cadastre Volumes** (Volumes Register);



c) Enter the following data: **Origem** (Origin) and **Tipo** (Type), choose **Simple** (Simple) or **Consolidado** (Consolidated), and then click on **Criar** (Create);

d) After this last command, the System will allocate a sequential Volume number which should show in the **Volume** box;

e) Go to the box below and complete: **Type of Material**, **Transport BL** (complete with the number of the BL or AWB), **Weight in Kg**, **Quantity of Boxes**, **Cubage in cubic metres**, **Destination**, **Carrier**, **Type of shipment**, **Date of receipt** and **Priority**;

f) Then, check the data; if everything is correct click on **Gravar Volume** (Record Volume), generating the data entered in the respective Volume;

g) Once the volume is recorded, click on the **Consulta/Insere Itens/Ped** (Consult/Insert Items/Order), fill in the **PO** (Purchase Order) number relating to the material received, with the corresponding **Pedido** (Requisition/BAC) number and with the quantity of items received (**Quantidade Recebida**);

h) Click on **Inserir Itens** (Insert Items) and then on **Encerra Volume** (Close Volume); and

i) After inserting the PO data in the corresponding Volume and releasing it using the **Encerra Volume** (Close Volume) option (letter h of item 11.1), click on **Cadastre Volumes** (Volumes Register) option, type in the number of the Volume desired and click on **Consultar** (Consult). Then, click on **Ajustar Caixas** (Adjust Boxes) and, as soon as the respective screen is opened, click on the **Etiquetagem RFID** link to print the label.

7.4.2. IMPORT

Materials belonging to the Brazilian Aeronautical Command on arrival at their destination, duly consigned to the Cargo Agent, must be received in SILOMS-BR (Transport Module), as follows:

a) Access BACE website (www.bace.org.uk), Portal Brasil, Módulo Transporte, using the **Username** and **Password** to be registered;

b) Under **Manifesto** (Manifest) option, click on **Gerencia Recebimento** (Receipt Management);

c) Select and highlight the desired **Manifest**;

d) The **Manifest** file must be opened so that its content (volumes) can be viewed. Check that there is no discrepancy between the volumes listed in the System and those declared by the Shipping Unit listed in the Pre-Alert email, the documentation received and the volumes actually received;

e) If there is no discrepancy, highlight the **Volumes** to be received and click on **Receber** (Receive) so that the selected items are transferred to "Volumes Recebidos" (received volumes) and their status is changed to "R-Reparável chegou na CABE" (R-Item for repair has been received by/acknowledged by BACE);

f) Once the imported material is delivered to its destination, the Cargo Agent shall click on "Remeter à empresa" (send to company) on Módulo Transporte, under "Volumes



Recebidos" (received volumes), informing the date when the material was sent for repair, after which the material status shall become "L-Enviado ao Fornecedor" (sent to supplier), and finally click on "Fechar Recebimento Total" (close total receipt) so that the Import Manifest is successfully fed into the system; and

g) If there is a discrepancy, the Cargo Agent shall contact BACE.

8. CONTRATUAL EXECUTION

8.1. The CONTRACT must be executed based on the indirect execution of LOWER UNIT PRICE.

8.2. Terms and conditions may suffer increases or decreases in the estimated quantities and values. However, such increases may not exceed 25% (twenty five percent) of the original contract total value.

8.3. The demand for services to be contracted are estimated, and consequently do not imply any obligation on the part of the CONTRACTING PARTY.

9. PRICE PROPOSALS

9.1. PRICE PROPOSALS shall be presented in US dollars.

9.2. Bidding process participants shall prepare a Commercial Proposal based on the template provided in the Annex 4.

9.3. The total price shall consider all costs arising from the direct and indirect provision of the services such as expenses with materials and/or equipment, staff, specialists, insurance, auxiliary equipment, tools, labour and social security charges, taxes, fees, fares of any kind, and any other financial obligations related to the complete provision of the contracted services, as well as profit.

10. SUBCONTRACTING

10.1. In the case of subcontracting, the following guidelines must be followed:

10.1.1. Subcontracting may be authorized by the Head of CABE, through CONTRACT SUPERVISOR.

10.1.2. Any subcontracted services shall not exceed 30% of the contract to be signed total value and must be authorized by the CONTRACTING PARTY in each case.

10.1.3. The subcontracting of services shall not cause variation in the prices and terms agreed in the contract or in the services guarantee.

10.1.4. The Third Party must prove to have the technical capability to perform the services; yet the CONTRACTED PARTY shall be responsible for the services quality.

10.1.5. In the event of subcontracting, the CONTRACTED PARTY is responsible for the full execution of the Contract, being responsible for the supervision and coordination of the third party's activities. The CONTRACTED PARTY shall also be accountable to the CONTRACTING PARTY by the terms and conditions related to the third party subcontracted object.

11. DEADLINES



11.1. Effective Term

11.1.1. The term of the Contract must be **12 (twelve) months**, from the date of its signature, including implementation, acceptance and term established for payment.

11.1.2. The duration of the Contract may be extended by agreement between the parties for an additional period of 12 months, and if it is in the CONTRACTING PARTY's interest, up to the maximum limit of 60 months.

11.2. Execution Term

11.2.1. The period of the CONTRACT execution must be 11 months for the first 12 months, counting from the date of its signature, including execution, acceptance and term established for payment.

11.3. Receipt Term

11.3.1. COMREC shall accept the services through the "Definitive Receipt Term" signed by the parties within 10 (ten) days of the CONTRACTED PARTY's written notification.

11.3.1.1. The Definitive Receipt does not exclude civil liability for responsibility and security, or ethical/professional liability for the Contract perfect performance.

11.4. Payment Term

11.4.1. The payment term for commercial Invoice cannot exceed 30 (thirty) consecutive days, starting from the date of issue of the receipt term by COMREC, together with the cargo documentation delivery at CTLA.

11.4.2. This term shall be automatically renewed for 10 (ten) working days if there are discrepancies noted by the Inspection, and mandatorily notified in writing by the CONTRACTED PARTY.

11.4.3. Payment shall be made to the CONTRACTED PARTY when the obligations are fully fulfilled by the date associated with Invoice.

11.4.4. The CONTRACTED PARTY shall submit to the CONTRACTING PARTY the Invoice for the services execution within 10 (ten) days of the cargo arrival in Brazil. Invoice shall be issued in US Dollars.

11.4.4.1. The Invoice submitted by the CONTRACTED PARTY shall have a unique number and cannot be repeated in other invoices. Duplicate invoices or those that have no identification will be rejected by the CONTRACTING PARTY.

11.4.4.1. Invoice shall have at least the following information:

- i. Invoice Number.
- ii. Contract Number.
- iii. Cargo collection date at Origin.
- iv. Arrival date at Destination.
- v. Unit value per range.
- vi. Packing list with the volumes included in the shipment.

12. PRICE ADJUSTMENT

12.1. All price instalments may be renegotiated, upon the formal proposition of one of the Parties mentioned in the CONTRACT, and only after 12 months have elapsed from the deadline for proposals submission contained in this bid announcement or the last renegotiation, however the



renegotiations shall be preceded of indexes/indicators supporting the new updated prices, as well as a cost spreadsheet.

12.2. In renegotiations subsequent to the first, the annuity will be counted from the date of the last renegotiation.

12.3. The renegotiations will be preceded by a request from the contracted party, accompanied by an analytical demonstration of the change in costs, through presentation of the cost and price formation spreadsheet, and the new collective agreement or convention that underlies the renegotiation.

12.4. It is prohibited, on the occasion of the renegotiation, the inclusion of benefits not foreseen in the initial proposal, except when they become mandatory by virtue of a legal instrument, normative sentence or collective agreement.

12.5. When a renegotiation is requested, it will only be granted through negotiation between the parties, considering:

12.5.1. The market prices and in other Administration Contracts;

12.5.2. The current contract particularities;

12.5.3. New collective agreement or convention for professional categories;

12.5.4. New spreadsheet with the variation of costs presented;

12.5.5. Sectorial indicators, manufacturers' tables, official reference values, public tariffs or equivalent; and

12.5.6. CONTRACTED PARTY's budget availability.

12.6. The decision on the renegotiation request shall be made within a maximum period of 60 (sixty) days, counting from the request and delivery of proof of variation in costs.

12.7. In the case of renegotiation, an amendment to the current contract will be issued.

12.8. The term mentioned in the previous paragraph shall be suspended as long as the contracted party does not comply with the acts or present the documentation requested by the contracting party to prove the variation in costs.

12.9. The CONTRACTING PARTY may perform diligences to check the variation in costs claimed by the CONTRACTED PARTY.

12.10. The renegotiation proposal presented by the CONTRACTED PARTY does not require acceptance by the CONTRACTING PARTY, who may choose not to extend the contract for the next 12-month period.

13. INSPECTION

13.1. INSPECTION of the contract shall be carried out by the Contract Supervisor and by the COMREC in accordance with ICA 65-8, Contract Supervisor and COMREC Responsibilities, approved by Administrative Order DIRMAB 27, of 26 May 2009.

13.2. INSPECTION shall be carried out by Administration agents, specifically designated by the Administration.

13.3. INSPECTION of contractual execution consists of verifying the services compliance and the availability of the necessary resources.

13.4. Adequate verification of contractual compliance must be performed based on the criteria established in the BASIC PROJECT and in accordance with the contractual terms.



13.5. Contractual performance shall be monitored and inspected, including monitoring compliance with obligations arising from the CONTRACT.

13.6. INSPECTION shall include in its records all the events related to the implementation of the CONTRACT.

13.7. The monitoring and supervision of the contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY's responsibility, including before third parties, for any irregularities, even if they result from technical imperfections, failures/faults or equipment improper use. In the event of such incidents, it does not imply the shared responsibility of the CONTRACTING PARTY, its representatives or employees.

13.8. For the CONTRACT purposes, events shall be considered unenforceable or caused by force majeure if they are in accordance with the legal description provided in the single paragraph of Article 393 of the Brazilian Civil Code, or the terms of paragraph II, §1, Art. 57 of Law 8.666/93 (Brazil).

13.9. INSPECTION shall additionally follow the procedures below;

13.9.1. Monitor the development of all service requests made by the CONTRACTED PARTY;

13.9.2. Monitor the services development until the receipt by CTLA and the BACE/CONTRACTED PARTY's depot;

13.9.3. Submit all proposals, questions, discrepancies and difficulties encountered during contract execution, or those requiring approval and/or decision, to the EXPENDITURE ORDINATOR.

13.9.4. Receive invoices and compare with the values established in the CONTRACT, certify the invoices and forward them to the EXPENDITURE ORDINATOR for approval.

13.9.5. All invoices must be service invoices, detailing, at least, units and total costs, taxes and fees, PROCESSING cost and discounts offered, cargo weight, volume number and BAF request code. All supporting documentation shall be attached to the invoice for COMREC validation.

13.9.6. In the case of other costs that may influence the service cost, these shall be detailed;

13.9.7. A Contractual Status Report for the Administration shall be issued by the fifth day of the following month.

14. OBJECT RECEIPT

14.1. The services subject of the CONTRACT shall be received by COMREC in accordance with the specifications established in this BASIC PROJECT.

14.2. RECEIPT COMMISSION (COMREC) is responsible for:

14.2.1. Make sure that the CONTRACTED PARTY will follow the description of all services that are the object of the BASIC PROJECT;

14.2.2. Receive or reject, within 10 (ten) consecutive days, services in accordance with the specifications described in the BASIC PROJECT.

14.2.3. Once approved, invoices will be sent to BACE's Contracts Division;



14.2.4. All proposals, questions, discrepancies and difficulties encountered during the CONTRACT execution or that require an evaluation shall be submitted to the CONTRACT SUPERVISOR, for the Chief of CABE appreciation.

15. OBLIGATIONS

15.1. OBLIGATIONS OF THE CONTRACTING PARTY:

15.1.1. Provide all conditions enabling the CONTRACTED PARTY to carry out the services, in accordance with the provisions of the CONTRACT.

15.1.2. Demand the fulfilment of all obligations assumed by the CONTRACTED PARTY in accordance with the provisions contained in the BASIC PROJECT, the CONTRACT and the terms and conditions of its proposal.

15.1.3. Supervise services via Administration agents officially designated for this purpose, who will record any flaws found, showing the day, month and year, as well as the names of the people who may be involved, sharing such information with the relevant authorities for any actions applicable.

15.1.4. Notify the CONTRACTED PARTY, in writing, of the occurrence of any irregularities during the services performance, and establish a deadline for their correction.

15.1.5. Pay the amount due for the provision of services to the CONTRACTED PARTY, as established in the CONTRACT through the receipt and acceptance of an invoice; and

15.1.6. Make sure that, throughout the term of the CONTRACT, all the conditions of eligibility and qualifications required in the bidding process will be maintained in accordance with the obligations assumed by the CONTRACTED PARTY.

15.2. OBLIGATIONS OF THE CONTRACTED PARTY:

15.2.1. Perform the services in accordance with the specifications provided in the BASIC PROJECT and in its proposal, with the necessary resources for full compliance with the provisions of the CONTRACT.

15.2.2. Bear civil liability for any and all materials and for damages caused by action or inaction by contracted employees, workers, agents or representatives of the CONTRACTED PARTY.

15.2.3. Prohibit, during the services execution, the use of employees related to public positions, positions of trust or part of the Commission in BACE.

15.2.4. Assume responsibility for all tax and work-related obligations connected with the object of the CONTRACT.

15.2.5. Maintain throughout the CONTRACT term, consistency with the obligations assumed and all the eligibility and qualification conditions required in the bidding.

15.2.6. Be responsible for any costs resulting from any errors made in calculating the quantity of items in your proposal, including the variable costs associated with future and uncertain facts.



15.2.7. When requested by the INSPECTION, provide technical information and clarifications, proving all data with documents.

15.2.8. Partial or total non-performance of the responsibilities assumed by the CONTRACTED PARTY may result in the application of administrative sanctions, established in the future CONTRACT, including fines, and may culminate in the contract termination.

15.2.9. Be responsible for all labour, social and tax obligations, as well as for any other rights and obligations provided for in specific legislation. The violation of any of these obligations does not imply the transfer of these responsibilities to the CONTRACTING PARTY.

15.2.10. Meet the requirements in terms of Labour Laws, Tax Law, Social Security Law, and Healthy and Safety Regulations. BACE will have no responsibility, directly or indirectly, in relation to these matters.

15.2.11. Meet the expenses of transport, food, accommodation and welfare of its employees involved in the services specified in this Letter of Invitation, including travelling between countries

15.2.12. Have insurance to cover damages to the Brazilian Aeronautical Command's materials or personnel whilst carrying out the services established in this Letter of Invitation, arising from wilful misconduct, fault (negligence, recklessness or malpractice) or omission acts, caused by the Contracted Party's personnel, agent, representative or third-party, comprising moral and material damages (actual and consequential losses).

15.2.13. Transport, handle and store with due care the Brazilian Aeronautical Command's materials, tools and equipment in line with specific legal acts and regulations, suppliers instructions and latest warehousing techniques, protecting them against any human or natural factors that may damage them.

15.2.14. The CONTRACTED PARTY shall, necessarily, have a representative who is able to personally attend, on the premises of BACE or EBLL, within a maximum period of 48 hours, for the purpose of participating in any management meetings. No additional costs should be incurred for this activity.

15.2.15. CONTRACTED PARTY TECHNICAL TEAM:

15.2.15.1. The Contracted Party must indicate, by a written communication to the Contract Supervisor, the contact details (name(s), telephone number(s), email address(s), etc.) of the technical staff responsible for the services who will represent it, in each location, in the performance of the Contract.

15.2.15.2. The Contracted Party must make the necessary arrangements for their employees to be aware of and to respect social principles, moral standards and good practice.

15.2.15.3. The team of the Contracted Party must be formed by professionals fluent in the English language and at least one person fluent in the Portuguese language.

16. SAFETY MEASURES



16.1. The Contracted Party must adopt all safety and security measures relating to the protection of persons involved in the activities, materials, facilities and equipment in order to avoid accidents or damages.

16.2. The Contracted Party shall be subjected to the legislation in force in the countries where the services will be carried out, for any accident or damage caused to the personnel involved in the activities, materials, facilities and equipment, as well as to third-parties whilst carrying out the services established in this Letter of Invitation. The Contracted Party shall have insurance cover for eventual damages and losses arising from wilful misconduct, fault or omission acts, caused by the Contracted Party's personnel, agent, representative or third-party.

16.3. The above sub-clause shall not apply to the transport of material under the responsibility of the Brazilian Aeronautical Command, whose cargo insurance cover shall be paid by BACE.

17. PRICE

17.1. The estimate total value is US\$ 978,630.25 (nine hundred and seventy eight thousand, six hundred and thirty and twenty-five cents), per year based on the Annual Load Estimate (Annex 2), in the last years.

17.2. The demand perspective estimated in this BASIC PROJECT does not imply any obligation by the CONTRACTING PARTY.

18. ALLOCATION BUDGET

18.1. Expenses arising from contracting shall be borne according to the following budget classification: **Program 0621** - Air Force Preparation and Employment, **Action 2048-** Maintenance and Supply of Aeronautical Material, in the Nature of Expense **339039**, or other Programs and Actions that may provide such support, taking into account the costs of transportation and customs clearance in question serve the systems of the Brazilian Air Force.

19. GENERAL PROVISIONS

19.1. The Cargo Agent shall inform BACE, immediately, in writing, about any changes, notifications, requests or restrictions imposed by any government, intergovernmental organization or third-parties in relation to the receipt, storage and transport of materials purchased by or belonging to the Brazilian Air Force.

19.2. Subcontracting the entirety of the object in this contract is not allowed.

19.3. All communication between BACE and the Contracted Party shall be in writing, either in English or Portuguese.

19.4. The Contracted Party shall inform BACE as soon as possible about any failure or breach in its obligations, although not expressly provided for in this basic project.

19.5. Possible sanctions against breaches in the obligations set out in the Contract shall be applied by the Head of BACE's discretion.

20. ANNEXES




Annexes to this Basic Project:

- a) Annex 1 – Value of the cargo exported;
- b) Annex 2 – Annual estimated cargo;
- b) Annex 3 – Weekly report draft; and
- d) Annex 4 – Commercial Proposal Guideline.

London, March, 2020.

Elaborated by:


MARLON CESAR TROCADO GONÇALVES
Head of Shipping Department
EBLL

Approved by:


ROBERTO DA CUNHA FOLLADOR Col
Head of BACE

ANEXO 1
VALOR MÉDIO DA CARGA TRANSPORTADA

PAÍS	ATIVIDADE	VALOR MÉDIO (US\$)
ALEMANHA	IMPORTAÇÃO	659 821,65
ALEMANHA	EXPORTAÇÃO	4 992 933,29
ALEMANHA	TOTAL	5 652 754,94
AUSTRÁLIA	IMPORTAÇÃO	0,00
AUSTRÁLIA	EXPORTAÇÃO	61 246,60
AUSTRÁLIA	TOTAL	61 246,60
AUSTRIA	IMPORTAÇÃO	63 983,25
AUSTRIA	EXPORTAÇÃO	0,00
AUSTRIA	TOTAL	63 983,25
BÉLGICA	IMPORTAÇÃO	0,00
BÉLGICA	EXPORTAÇÃO	1 100,69
BÉLGICA	TOTAL	1 100,69
CHINA	IMPORTAÇÃO	0,00
CHINA	EXPORTAÇÃO	8 800,00
CHINA	TOTAL	8 800,00
ESPANHA	IMPORTAÇÃO	2 506 263,48
ESPANHA	EXPORTAÇÃO	1 656 073,07
ESPANHA	TOTAL	4 162 336,55
FINLÂNDIA	IMPORTAÇÃO	0,00
FINLÂNDIA	EXPORTAÇÃO	4 877,34
FINLÂNDIA	TOTAL	4 877,34
FRANÇA	IMPORTAÇÃO	640 456,75
FRANÇA	EXPORTAÇÃO	4 235 135,80
FRANÇA	TOTAL	4 875 592,55
GRÉCIA	IMPORTAÇÃO	0,00
GRÉCIA	EXPORTAÇÃO	18 112,91
GRÉCIA	TOTAL	18 112,91
HOLANDA	IMPORTAÇÃO	33 961,82
HOLANDA	EXPORTAÇÃO	0,00
HOLANDA	TOTAL	33 961,82
INGLATERRA	IMPORTAÇÃO	351 554,20
INGLATERRA	EXPORTAÇÃO	10 995 691,62
INGLATERRA	TOTAL	11 347 245,81
ISRAEL	IMPORTAÇÃO	2 928 355,66
ISRAEL	EXPORTAÇÃO	3 754 539,83
ISRAEL	TOTAL	6 682 895,49
ITÁLIA	IMPORTAÇÃO	4 157 282,95
ITÁLIA	EXPORTAÇÃO	1 396 742,15
ITÁLIA	TOTAL	5 554 025,10
JAPÃO	IMPORTAÇÃO	0,00
JAPÃO	EXPORTAÇÃO	101 940,00
JAPÃO	TOTAL	101 940,00
NORUEGA	IMPORTAÇÃO	0,00
NORUEGA	EXPORTAÇÃO	12 291,87
NORUEGA	TOTAL	12 291,87
NOVA ZELÂNDIA	IMPORTAÇÃO	7 950,00
NOVA ZELÂNDIA	EXPORTAÇÃO	170 539,93
NOVA ZELÂNDIA	TOTAL	178 489,93
REP. TCHECA	IMPORTAÇÃO	0,00
REP. TCHECA	EXPORTAÇÃO	5 612,65
REP. TCHECA	TOTAL	5 612,65
RÚSSIA	IMPORTAÇÃO	45 919,88
RÚSSIA	EXPORTAÇÃO	0,00
RÚSSIA	TOTAL	45 919,88
SUÉCIA	IMPORTAÇÃO	1 906,20
SUÉCIA	EXPORTAÇÃO	0,00
SUÉCIA	TOTAL	1 906,20
SUÍÇA	IMPORTAÇÃO	0,00
SUÍÇA	EXPORTAÇÃO	9 825,54
SUÍÇA	TOTAL	9 825,54
TAIWAN	IMPORTAÇÃO	0,00
TAIWAN	EXPORTAÇÃO	10 666,67
TAIWAN	TOTAL	10 666,67
TOTAL	IMPORTAÇÃO	11 397 455,83
TOTAL	EXPORTAÇÃO	27 436 129,95
TOTAL	TOTAL	38 833 585,78

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**MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA
COMISSÃO AERONÁUTICA BRASILEIRA EM LONDRES
ESCRITÓRIO BRASILEIRO DE LIGAÇÃO EM LISBOA**

ANEXO 2

ANNUAL LOAD ESTIMATE

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MINISTÉRIO DA DEFESA
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COMISSÃO AERONÁUTICA BRASILEIRA EM LONDRES
ESCRITÓRIO BRASILEIRO DE LIGAÇÃO EM LISBOA

LONDON/UNITED KINGDOM

Location: London / United Kingdom								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m³=300Kg)	Equivalent Volume per Shipment (m³)	Total Equivalent Volume (m³)		
Standard	0 < D ≤ 50	18	11,53	300	0,0384	0,6918		
	50 < D ≤ 250	3	63,47		0,2116	0,6347		
	250 < D ≤ 1000	2	167,23		0,5574	1,1149		
	D > 1000	1	407,61		1,3587	1,3587		
DGR	0 < D ≤ 50	11	17,98		0,0599	0,6593		
	50 < D ≤ 250	3	206,37		0,6879	2,0637		
	250 < D ≤ 1000	1	380,00		1,2667	1,2667		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL	-	39	-		-	-	7,7897	
1.2 Air Freight								
Weight Range (Kg)	Estimated Number of Shipments	Standard			Dangerous Goods			
		Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m³)	Total Equivalent Volume (m³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m³)	Total Equivalent Volume (m³)
0 < W ≤ 45	11	11,53	0,0692	0,7610	10	17,98	0,1079	1,0788
45 < W ≤ 100	6	63,47	0,3808	2,2849	0	0,00	0,0000	0,0000
100 < W ≤ 300	3	167,23	1,0034	3,0101	3	206,37	1,2382	3,7146
300 < W ≤ 500	3	407,61	2,4456	7,3368	1	380,00	2,2800	2,2800
W > 500	1	1 303,69	7,8220	7,8220	1	570,00	3,4199	3,4199
TOTAL	24,00	-	-	21,2147	15,00	-	-	10,4933
1.3 Sea Freight								
Container Type		Standard			Dangerous Goods			
		Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m³)	
FCL	20 FT	2	16,3350	32,6700	0	16,3350	0,0000	
	40 FT	2	33,0165	66,0330	1	33,0165	33,0165	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	TOTAL	4,00	148,05	98,70	1,00	148,05	33,02	
Average of Containers Capacity		49,60%						
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m³)							
0,00	0,00							
3. Storage								
Volume (V) Range (m³)	Estimated Volume (m³)	Estimated Days in Storage						
0 < V ≤ 1	2,67	10,00						
1 < V ≤ 5	17,15	10,00						
5 < V ≤ 20	76,25	10,00						
20 < V ≤ 100	50,19	10,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m³)							
Air Freight	0,95							
Sea Freight	3,95							
Estimated Packing / Repacking Value:		3,00%						
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m³)	Average Import Cargo Volume (m³)						
2	0,1500	0,0750						



MINISTÉRIO DA DEFESA
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COMISSÃO AERONÁUTICA BRASILEIRA EM LONDRES
ESCRITÓRIO BRASILEIRO DE LIGAÇÃO EM LISBOA

PARIS / FRANCE

Location: Paris / France								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m³=300Kg)	Equivalent Volume per Shipment (m³)	Total Equivalent Volume (m³)		
Standard	0 < D ≤ 50	7	6,98	300	0,0233	0,1629		
	50 < D ≤ 250	3	85,50		0,2850	0,8550		
	250 < D ≤ 1000	2	218,15		0,7272	1,4543		
	D > 1000	1	315,40		1,0513	1,0513		
DGR	0 < D ≤ 50	8	15,24		0,0508	0,4064		
	50 < D ≤ 250	4	73,50		0,2450	0,9800		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL	-	25	-	-	-	4,9099		
1.2 Air Freight								
Weight Range (Kg)	Standard				Dangerous Goods			
	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m³)	Total Equivalent Volume (m³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m³)	Total Equivalent Volume (m³)
0 < W ≤ 45	6	6,98	0,0419	0,2513	10	15,24	0,0914	0,9144
45 < W ≤ 100	2	85,50	0,5130	1,0260	2	73,50	0,4410	0,8820
100 < W ≤ 300	3	218,15	1,3089	3,9266	0	0,00	0,0000	0,0000
300 < W ≤ 500	1	315,40	1,8924	1,8924	0	0,00	0,0000	0,0000
W > 500	1	1 995,90	11,9752	11,9752	0	0,00	0,0000	0,0000
TOTAL	13,00	-	-	19,0714	12,00	-	-	1,7964
1.3 Sea Freight								
Container Type	Standard			Dangerous Goods				
	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m³)		
FCL	20 FT	2	16,3350	32,6700	0	16,3350	0,0000	
	40 FT	12	33,0165	396,1980	0	33,0165	0,0000	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	TOTAL	14,00	148,05	428,87	0,00	148,05	0,00	
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m³)							
0,00	0,00							
3. Storage								
Volume (V) Range (m³)	Estimated Volume (m³)	Estimated Days in Storage						
0 < V ≤ 1	3,34	10,00						
1 < V ≤ 5	9,13	10,00						
5 < V ≤ 20	15,19	10,00						
20 < V ≤ 100	146,45	10,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m³)							
Air Freight	0,63							
Sea Freight	12,87							
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m³)	Average Import Cargo Volume (m³)						
7	6,4000	0,9143						



MINISTÉRIO DA DEFESA
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ESCRITÓRIO BRASILEIRO DE LIGAÇÃO EM LISBOA

MILÃO/ITALY

Location: Milan / Italy

A. Export

1.1 Road Freight

Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ =300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
Standard	0 < D ≤ 50	5	26,28	300	0,0876	0,4380
	50 < D ≤ 250	2	86,51		0,2884	0,5767
	250 < D ≤ 1000	1	126,00		0,4200	0,4200
	D > 1000	0	0,00		0,0000	0,0000
DGR	0 < D ≤ 50	0	0,00		0,0000	0,0000
	50 < D ≤ 250	0	0,00		0,0000	0,0000
	250 < D ≤ 1000	0	0,00		0,0000	0,0000
	D > 1000	0	0,00		0,0000	0,0000
TOTAL	-	8	-	-	-	1,4347

1.2 Air Freight

Weight Range (Kg)	Standard				Dangerous Goods			
	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < W ≤ 45	6	26,28	0,1577	0,9461	0	0,00	0,0000	0,0000
45 < W ≤ 100	1	86,51	0,5190	0,5190	0	0,00	0,0000	0,0000
100 < W ≤ 300	1	126,00	0,7560	0,7560	0	0,00	0,0000	0,0000
300 < W ≤ 500	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
W > 500	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
TOTAL	8,00	-	-	2,2211	0,00	-	-	0,0000

1.3 Sea Freight

Container Type		Standard			Dangerous Goods		
		Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)
FCL	20 FT	0	16,3350	0,0000	2	16,3350	32,6700
	40 FT	4	33,0165	132,0660	1	33,0165	33,0165
	FLAT RACK 20 FT	0	16,3350	0,0000		16,3350	0,0000
	FLAT RACK 40 FT	0	33,0165	0,0000		33,0165	0,0000
	OPEN TOP 20 FT	0	16,3350	0,0000		16,3350	0,0000
	OPEN TOP 40 FT	0	33,0165	0,0000		33,0165	0,0000
	TOTAL	4,00	148,05	132,07	3,00	148,05	65,69

Average of Containers Capacity 49,50%

2. Transport in BAF Aircraft

Estimated Number of Shipments	Total Estimated Volume (m ³)
0,00	0,00

3. Storage

Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage
0 < V ≤ 1	0,76	10,00
1 < V ≤ 5	0,00	0,00
5 < V ≤ 20	30,01	10,00
20 < V ≤ 100	137,91	10,00
V > 100	0,00	0,00

4. Packing

Modal	Estimated Volume (m ³)
Air Freight	0,07
Sea Freight	5,93

Estimated Packing / Repacking Value: 3,00%

5. Custom Procedures to Import

Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)
0	0,0000	0,0000



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HAMBURG/GERMANY

Location: <u>Hamburg / Germany</u>								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ =300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)		
Standard	0 < D ≤ 50	7	10,98	300	0,0366	0,2562		
	50 < D ≤ 250	3	175,95		0,5865	1,7595		
	250 < D ≤ 1000	1	386,00		1,2867	1,2867		
	D > 1000	0	0,00		0,0000	0,0000		
DGR	0 < D ≤ 50	2	18,00		0,0600	0,1200		
	50 < D ≤ 250	1	156,00		0,5200	0,5200		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL		14	-	-	-	3,9424		
1.2 Air Freight								
Weight Range (Kg)	Estimated Number of Shipments	Standard			Dangerous Goods			
		Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < W ≤ 45	6	10,98	0,0659	0,3953	1	18,00	0,1080	0,1080
45 < W ≤ 100	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
100 < W ≤ 300	3	175,95	1,0557	3,1670	1	156,00	0,9360	0,9360
300 < W ≤ 500	2	386,00	2,3160	4,6319	0	0,00	0,0000	0,0000
W > 500	0	0,00	0,0000	0,0000	1	1 403,08	8,4183	8,4183
TOTAL		11,00	-	8,1942	3,00	-	-	9,4623
1.3 Sea Freight								
Container Type		Standard			Dangerous Goods			
		Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	
FCL	20 FT	3	16,3350	49,0050	0	16,3350	0,0000	
	40 FT	5	33,0165	165,0825	0	33,0165	0,0000	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	TOTAL	8,00	148,0545	214,09	0,00	148,05	0,00	
Average of Containers Capacity		49,50%						
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m ³)							
0,00	0,00							
3. Storage								
Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage						
0 < V ≤ 1	2,47	10,00						
1 < V ≤ 5	8,57	10,00						
5 < V ≤ 20	17,91	10,00						
20 < V ≤ 100	44,13	10,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m ³)							
Air Freight	0,53							
Sea Freight	6,42							
Estimated Packing / Repacking Value:		3,00%						
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)						
6	18,2500	3,0417						



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ESCRITÓRIO BRASILEIRO DE LIGAÇÃO EM LISBOA

LISBON/PORTUGAL

Location: <u>Lisbon / Portugal</u>								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ =300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)		
Standard	0 < D ≤ 50	22	18,00	300	0,0600	1,3200		
	50 < D ≤ 250	5	58,26		0,1942	0,9710		
	250 < D ≤ 1000	3	198,05		0,6602	1,9805		
	D > 1000	0	0,00		0,0000	0,0000		
	0 < D ≤ 50	5	18,00		0,0600	0,3000		
DGR	50 < D ≤ 250	2	150,00		0,5000	1,0000		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
	TOTAL	-	37		-	-	5,5715	
1.2 Air Freight								
Weight Range (Kg)	Standard				Dangerous Goods			
	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < W ≤ 45	12	18,00	0,1080	1,2960	4	18,00	0,1080	0,4320
45 < W ≤ 100	3	58,26	0,3496	1,0487	0	0,00	0,0000	0,0000
100 < W ≤ 300	9	198,05	1,1883	10,6945	2	150,00	0,9000	1,8000
300 < W ≤ 500	4	415,67	2,4940	9,9759	1	340,00	2,0400	2,0400
W > 500	2	1 019,00	6,1139	12,2278	0	0,00	0,0000	0,0000
TOTAL	30,00	-	-	35,2428	7,00	-	-	4,2719
1.3 Sea Freight								
Container Type	Standard			Dangerous Goods				
	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)		
FCL	20 FT	2	16,3350	32,6700	1	16,3350	16,3350	
	40 FT	2	33,0165	66,0330	1	33,0165	33,0165	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	TOTAL	4,00	148,0545	98,70	2,00	148,05	49,35	
Average of Containers Capacity 49,50%								
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m ³)							
1,00	12,00							
3. Storage								
Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage						
0 < V ≤ 1	3,45	10,00						
1 < V ≤ 5	5,88	10,00						
5 < V ≤ 20	15,84	10,00						
20 < V ≤ 100	38,04	10,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m ³)							
Air Freight	1,55							
Sea Freight	4,44							
Estimated Packing / Repacking Value:		3,00%						
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)						
12	12,0000	1,0000						

A



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MADRI / ESPANHA

Location: <u>Madrid / Spain</u>								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ ≈ 300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)		
Standard	0 < D ≤ 50	24	17,49	300	0,0583	1,3992		
	50 < D ≤ 250	6	58,26		0,1942	1,1652		
	250 < D ≤ 1000	3	198,05		0,6602	1,9805		
	D > 1000	0	0,00		0,0000	0,0000		
DGR	0 < D ≤ 50	0	0,00		0,0000	0,0000		
	50 < D ≤ 250	0	0,00		0,0000	0,0000		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL	-	33	-	-	-	4,5449		
1.2 Air Freight								
Weight Range (Kg)	Estimated Number of Shipments	Standard			Dangerous Goods			
		Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < W ≤ 45	15	17,49	0,1049	1,5741	0	0,00	0,0000	0,0000
45 < W ≤ 100	3	58,26	0,3496	1,0487	0	0,00	0,0000	0,0000
100 < W ≤ 300	9	198,05	1,1883	10,6945	0	0,00	0,0000	0,0000
300 < W ≤ 500	4	415,67	2,4940	9,9759	0	0,00	0,0000	0,0000
W > 500	2	1 019,00	6,1139	12,2278	0	0,00	0,0000	0,0000
TOTAL	33,00	-	-	35,5208	0,00	-	-	0,0000
1.3 Sea Freight								
Container Type		Standard			Dangerous Goods			
		Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	
FCL	20 FT	1	16,3350	16,3350	0	16,3350	0,0000	
	40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	1	16,3350	16,3350	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	TOTAL	2,00	148,0545	32,67	0,00	148,05	0,00	
Average of Containers Capacity 49,50%								
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m ³)							
0,00	0,00							
3. Storage								
Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage						
0 < V ≤ 1	1,67	10,00						
1 < V ≤ 5	9,02	10,00						
5 < V ≤ 20	22,26	10,00						
20 < V ≤ 100	0,00	0,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m ³)							
Air Freight	1,07							
Sea Freight	0,98							
Estimated Packing / Repacking Value:		3,00%						
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)						
12	7,0800	0,5900						



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TEL AVIV / ISRAEL

Location: <u>Tel Aviv / Israel</u>								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ =300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)		
Standard	0 < D ≤ 50	2	60,12	300	0,2004	0,4008		
	50 < D ≤ 250	1	144,46		0,4815	0,4815		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
DGR	0 < D ≤ 50	0	0,00		0,0000	0,0000		
	50 < D ≤ 250	0	0,00		0,0000	0,0000		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL	-	3	-	-	-	0,8823		
1.2 Air Freight								
Weight Range (Kg)	Estimated Number of Shipments	Standard			Dangerous Goods			
		Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < W ≤ 45	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
45 < W ≤ 100	1	60,12	0,3607	0,3607	0	0,00	0,0000	0,0000
100 < W ≤ 300	2	144,46	0,8667	1,7335	0	0,00	0,0000	0,0000
300 < W ≤ 500	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
W > 500	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
TOTAL	3,00	-	-	2,0942	0,00	-	-	0,0000
1.3 Sea Freight								
Container Type		Standard			Dangerous Goods			
		Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	
FCL	20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
TOTAL	0,00	148,0545	0,00	0,00	148,05	0,00		
Average of Containers Capacity		49,60%						
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m ³)							
0,00	0,00							
3. Storage								
Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage						
0 < V ≤ 1	0,21	10,00						
1 < V ≤ 5	0,00	0,00						
5 < V ≤ 20	0,00	0,00						
20 < V ≤ 100	0,00	0,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m ³)							
Air Freight	0,06							
Sea Freight	0,00							
Estimated Packing / Repacking Value:		3,00%						
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)						
1	0,1700	0,1700						



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TÓKYO / JAPÃO

Location: <u>Tokyo / Japan</u>								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ =300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)		
Standard	0 < D ≤ 50	0	0,00	300	0,0000	0,0000		
	50 < D ≤ 250	0	0,00		0,0000	0,0000		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
DGR	0 < D ≤ 50	0	0,00		0,0000	0,0000		
	50 < D ≤ 250	0	0,00		0,0000	0,0000		
	250 < D ≤ 1000	0	0,00		0,0000	0,0000		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL	-	0	-	-	-	0,0000		
1.2 Air Freight								
Weight Range (Kg)	Standard				Dangerous Goods			
	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < W ≤ 45	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
45 < W ≤ 100	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
100 < W ≤ 300	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
300 < W ≤ 500	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
W > 500	0	0,00	0,0000	0,0000	0	0,00	0,0000	0,0000
TOTAL	0,00	-	-	0,0000	0,00	-	-	0,0000
1.3 Sea Freight								
Container Type	Standard			Dangerous Goods				
	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Container Volume	Total Equivalent Volume (m ³)		
FCL	20 FT	4	16,3350	65,3400	0	16,3350	0,0000	
	40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	FLAT RACK 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	FLAT RACK 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
	OPEN TOP 20 FT	0	16,3350	0,0000	0	16,3350	0,0000	
	OPEN TOP 40 FT	0	33,0165	0,0000	0	33,0165	0,0000	
TOTAL	4,00	148,0545	65,34	0,00	148,05	0,00		
Average of Containers Capacity 49,50%								
2. Transport in BAF Aircraft								
Estimated Number of Shipments	Total Estimated Volume (m ³)							
0,00	0,00							
3. Storage								
Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage						
0 < V ≤ 1	0,00	0,00						
1 < V ≤ 5	0,00	0,00						
5 < V ≤ 20	0,00	0,00						
20 < V ≤ 100	0,00	0,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m ³)							
Air Freight	0,00							
Sea Freight	1,96							
Estimated Packing / Repacking Value: 3,00%								
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)						
0	0,0000	0,0000						



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ESTIMATED CARGO DATA

ESTIMATED CARGO DATA								
A. Export								
1.1 Road Freight								
Cargo Type	Distance (D) Km	Estimated Number of Transport	Average Chargeable Weight per Transport (Kg)	Cubing Factor (1m ³ =300Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)		
Standard	0 < D ≤ 50	85	151,38	300	0,5046	42,8910		
	50 < D ≤ 250	23	672,41		2,2414	51,5514		
	250 < D ≤ 1000	12	1 293,48		4,3116	51,7392		
	D > 1000	2	723,01		2,4100	4,8201		
DGR	0 < D ≤ 50	26	69,22		0,2307	5,9991		
	50 < D ≤ 250	10	585,87		1,9529	19,5290		
	250 < D ≤ 1000	1	380,00		1,2667	1,2667		
	D > 1000	0	0,00		0,0000	0,0000		
TOTAL	-	159	-	-	-	177,7964		
1.2 Air Freight								
Range	Estimated Number of Shipments	Standard			Dangerous Goods			
		Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume per Shipment (m ³)	Total Equivalent Volume (m ³)
0 < P < 45Kg	56,00	91,26	0,55	5,22	25,00	69,22	0,42	2,53
45Kg ≤ P < 100Kg	16,00	412,12	2,47	6,29	2,00	73,50	0,44	0,88
100Kg ≤ P < 300Kg	30,00	1 227,89	7,37	33,98	6,00	512,37	3,07	6,45
300Kg ≤ P < 500Kg	14,00	1 940,35	11,64	33,81	2,00	720,00	4,32	4,32
500Kg ≤ P	6,00	5 337,59	32,02	44,25	2,00	1 973,08	11,84	11,84
TOTAL	122,00	-	-	123,5592	37,00	-	-	26,0238
1.3 Sea Freight								
Container Type		Standard			Dangerous Goods			
		Estimated Number of Containers	Average Container Volume	Total Equivalent Volume (m ³)	Estimated Number of Containers	Average Container Volume	Total Equivalent Volume (m ³)	
FCL	20 FT	12,00	16,34	196,02	3,00	16,34	49,01	
	40 FT	15,00	33,02	461,88	3,00	33,02	99,05	
	FLAT RACK 20 FT	12,00	16,34	396,20	0,00	16,34	0,00	
	FLAT RACK 40 FT	0,00	33,02	0,00	0,00	33,02	0,00	
	OPEN TOP 20 FT	1,00	16,34	16,34	0,00	16,34	0,00	
	OPEN TOP 40 FT	0,00	33,02	0,00	0,00	33,02	0,00	
TOTAL	-	-	657,90	6,00	-	148,05		
Average of Containers Capacity Utilisation (FCL): 49,50%								
2. Transport in BAF Aircraft								
	Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Cargo Volume (m ³)					
	1,00	12,00	12,00					
3. Storage								
Volume (V) Range (m ³)	Estimated Volume (m ³)	Estimated Days in Storage						
0 < V ≤ 1	14,55	70,00						
1 < V ≤ 5	49,75	50,00						
5 < V ≤ 20	177,46	60,00						
20 < V ≤ 100	416,72	50,00						
V > 100	0,00	0,00						
4. Packing								
Modal	Estimated Volume (m ³)							
Air Freight	4,85							
Sea Freight	36,55							
Estimated Packing / Repacking Value: 3,00%								
5. Custom Procedures to Import								
Estimated Number of Shipments	Total Estimated Volume (m ³)	Average Import Cargo Volume (m ³)						
40	44,05	1,10125						



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ANEXO 3

Weekly Report Template

TIMBRE DA EMPRESA

DEPÓSITO: CIDADE / PAÍS
DATA: DIA / MÊS / ANO

VOLUME Nº	ORIGEM (CABE/ CABW)	FORNECEDOR	PESO (KG)	CUBAGEM (M³)	DATA DE ENTRADA	DIAS NO DEPÓSITO	CUSTO DE ARMAZENAGEM	DATA DE SAÍDA	CUSTO FINAL DE ARMAZENAGEM	MANIFESTO	CONHECIMENTO (AWB/ BL)	DA NGEROUS GOOD (S/ N)	MODAL (AÉREO FAB, AÉREO COMERCIAL, MARÍTIMO)	LOCALIDADE

VOLUMES NÃO EMBARCADOS

Metros Cúbicos:	
Qtd. de volumes:	
Peso total:	

* Os dados sobre os materiais embarcados não devem ser apagados.

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ANNEX 4

COMMERCIAL PROPOSAL GUIDELINE

1. SPECIFIC OBJECTIVES

In order to provide the necessary clarifications for the Commercial Proposal completion by the Bidders, this annex has the following specific objectives:

- a) detail and describe the price components for the services listed in this Letter of Invitation and, therefore, in its subsequent contract;
- b) establish the rules of acceptance for pricing of each component / range / location; and
- c) describe the precise procedure for calculating the total price relating to the services involved in the present Basic Project.

The qualified bidder who submits the LOWEST GLOBAL PRICE will be the awarded proposal.

2. PROPOSTA COMERCIAL

The price quoted cannot be adjusted during the terms of the contract, except on the occurrence of any of the exceptional circumstances described in the Federative Republic of Brazil's Law 8.666/1993, art. 65, d, II. This request should be precisely and thoroughly supported and its impact on the contract's economic equilibrium must be demonstrated.


The currencies to be used for the purpose of presenting the Commercial Proposal will be the US Dollar (USD or \$), the Euro (EUR or €), the British Pound (GBP or £) and the Japanese Yen (JPY or ¥).

3. GENERAL PROVISIONS

Measurements are in metric system:

- Distances in kilometres (Km);
- Volumes in cubic meters (m³); and
- Weight in kilos (Kg).

The given estimated distances (Km), volumes (m³), weights (Kg) and number of shipments, as well as estimated values of sea freight and air freight charges and surcharges, import and export duties and fees, and ground fees must not be altered.



The following conversion rates must be used in the price proposals (quotation on 24/09/2019):

- From British Pounds (GBP) to United States Dollars (USD) - 1.2474
- From Euros (EUR) to United States Dollars (USD) - 1.0997
- From Yen (JPY) to United States Dollars (USD) - 0.0093

Considering the contracted services shall be paid with public funds from the yearly budget of the Federative Republic of Brazil, during the execution of the contract, the conversion rates to be considered for billing purposes are the ones in the dates of the shipments. This conversion rate must be verified at the Brazilian Central Bank website (<http://www4.bcb.gov.br/pec/conversao/conversao.asp>).

Notwithstanding the accuracy of the data provided in this Basic Project concerning to the cargo movement in the last years and the estimate values for the next years, thoroughly calculated by statistical methods, the services under this contract will be requested by demand of the Brazilian Aeronautical Command, represented by the Brazilian Aeronautical Commission in Europe and are subject to unforeseeable circumstances (such as future biddings for materials acquisitions or the amount authorized in the Federative Republic of Brazil's budget to funding Brazilian Air Force activities).

Thus, if necessary any import/export operation in other location than those listed in this Basic Project, it is agreed that:

- in the United Kingdom, France, Italy, Germany, Portugal, Spain, Japan and Israel the rates to be charged will be the same as London, Le Havre, Milan, Hamburg, Lisbon, Madrid, Tokyo and Tel Aviv, respectively.

- in Europe, in any country other than United Kingdom, France, Italy, Germany, Portugal and Spain, as well as in Africa, the rates to be charged will be the same as London.

- in Asia, in any country than Israel and Japan, the rates to be charged will be the same as Tel Aviv.

4. INSTRUCTIONS FOR COMPLETING THE COMMERCIAL PROPOSAL


4.1. Freight

Transportation of materials, property of the Brazilian Aeronautical Command or under its responsibility, including any necessary services or costs, direct or indirect related to the transfer of those from one location to another, by any means.

It should be noted that the material to be transported is predominantly material for aeronautical use, with high added value and specific handling guidelines. All the material to be transported must be in packaging compatible with the manufacturer's recommendations and the transport modal to be used.

All the material to be transported is already duly insured in a specific contract, and the carrier shall be responsible for following the recommendations of the companies responsible for cargo insurance, as well as the international standards for the materials transport.

Upon receipt of the material, the contracted company shall be able to inform the location and estimated arrival of the material at the destination.



4.1.1. Road Transport

Currency – All locations (USD / EUR / GBP)

Unit – (Currency/m³).Km

Bidders must complete the Commercial Proposal by submitting quotations for the common and hazardous materials (DGR) transportation, for each range of distance ($0 < D \leq 50\text{Km}$, $50\text{Km} < D \leq 250\text{Km}$, $250\text{Km} < D \leq 1000$ e $D > 1000\text{Km}$), and for each volume range (cargo with a total volume less than or equal to 3m^3 per shipment, cargo with a total volume greater than 3m^3 and less than 20m^3 per shipment and cargo with a total volume equal to or greater than 20m^3 per shipment).

The value of the proposal presented corresponds to the amount that will be paid by the Contracting Party to transport 1 (one) m³ of volume for each kilometre of distance, within the range to which it corresponds. The final amount to be paid will be the result of multiplying the value of the proposal by volume and distance.

For the purposes of estimating the volumes transported by shipment, and pricing the value of the offer, it should be considered that the loads transported have volumes of up to 3m^3 in 85% of cases, in 10% of cases have volumes greater than 3m^3 and less than 20m^3 , and volumes equal to or greater than 20m^3 per shipment are 5% of the cases. Thus, the values presented shall be multiplied by the respective prevalence rates to arrive at the proposal value.

Regarding the average distance to be covered, the central value of the range to which it corresponds will be used. For distances greater than 1,000 (one thousand) kilometres, the average value of 2,000 (two thousand) kilometres will be used.

All regular foreseen fees and tolls must be included in the proposal offered, with no additional payment by the Contracting Party for such charges.

In case of eventual surcharges, these shall be presented and duly proven for the purpose of additional payment by the Contracting Party.

It is established that, the minimum amount for each transport service performed will be USD 60.00 (Sixty American Dollars), regardless of the proposal based on the distance range and the material volume.

The volumetric weight parameter shall be adopted, which will be obtained by multiplying the cargo real volume in m³ by the cubing factor equal to 300, where each m³ corresponds to 300Kg ($1\text{m}^3 = 300\text{kg}$). If the cargo has a real weight greater than the calculated volumetric weight, the freight value will be increased by 15% (fifteen percent) of the value of the range to which it corresponds.

For purposes of calculation ground distances between two specific locations shall be obtained exclusively via Google maps. Should the Contracted Party, or a third-party company, not be able to follow the shorter route for reasons out of its control, and therefore follow a longer one, the Contracted Party must attach to the invoice a letter in headed paper explaining the circumstances occurred. Billing charges concerning to the Additional for Classified Materials requires the regulation that demands the service is specified as well as proof of the service contracted.

The Additional for Classified Materials charges require mention of the regulation that requires the service provided, as well as proof of contracting this service.

- Specific instructions for completing the Commercial Proposal for Road Transport:
 - In columns A, B and C, fill in with the Price Proposal. Corresponds, in each band, to the amount that will be paid to transport 1 m³ for each km;
 - In columns E and F, fill in the data in Annex 2;
 - In column D, fill in the Average Value = $(A \times 0.85) + (B \times 0.15) + (C \times 0.05)$;



- In column G, fill in the Total Reference Value (\$) = D x E x F; and
- Fill in SUBTOTAL ROAD FREIGHT as a sum of the Total Reference Value lines.

4.1.2. Air Transport

Currency – According to IATA tables: London (GBP), Le Havre (EUR), Milan (EUR), Hamburg (EUR), Lisbon (EUR), Madrid (EUR), Tokyo (YEN) e Tel Aviv (USD).

Unit – Percentage for air freight and Currency/m³ for handling.

Value quoted in the field “Percentage of IATA Rates” should represent the maximum percentage of the correspondent rate to be charged; the contracted party shall negotiate with the airline carrier so that it does not charge more than its correspondent value from IATA (*International Air Transport Association*) table. Bidders must not change the estimated charges and surcharge provided in the table (80% of freight for standard materials and 125% of freight for dangerous goods). Value must be based on shipments of spare parts to the Guarulhos/ Sao Paulo International Airport– Governador André Franco Montoro (São Paulo, Brazil).

Percentage in the Commercial Proposal to be presented shall be less than or equal to 50% (fifty per cent) of the IATA (International Air Transport Association) rates table for standard materials and less than or equal to 100% (one hundred percent) for dangerous goods.

The amount quoted in the field “Handling” refers to the fee paid to the Contracted Party for the service of material management/administration belonging to the Contracting Party that has been placed under its responsibility.

Contracted Party stock management comprises the receipt of the material, the verification of documents required for export, the data entry in SILOMS, its control of entry and exit, its inventory, its location during transport and all necessary interactions (telephone, email or in person) for the purposes of contractual execution.

Price shall be proposed per m³.

Values charged (freight and rates/fees) in the invoice should exactly match those in its correspondent Air Way Bill (AWB). Dangerous goods charges are due for the transportation of classified materials whenever IATA Dangerous Goods Regulations imposes restrictions to its transport. Classified materials that can be shipped with no restrictions must be charged at standard rates.

➤ Specific instructions for completing the Commercial Proposal for Air Transport:

- In column A, fill in the IATA fees using the currency of the airport of the country of origin);
- In column B, fill in the IATA Rate Percentage proposal;
- In column C, fill in the handling proposal per m³;
- In column D, fill in the current rates = A x B;
- In columns E, F and G, fill in the data in Annex 2;
- In column H, fill in the Freight proposal = D x E x F;
- In column I, fill in Other costs, charges and surcharges (estimative; \$) = Freight x 80% for non-hazardous materials and Freight x 125% for hazardous materials;
- In column J, fill in the air freight reference value (\$) = H + I + (C x G); and
- Fill in the TOTAL AIR FREIGHT as a sum of the Air Freight Reference Value lines (\$)

4.1.3. Sea Transport

Currency – All locations (USD / EUR / GBP)

For sea transport, bidders shall submit the following quotations:

- the basic freight value for the transport of 20-foot and 40-foot containers for standard types, flat rack and open top for the transport of common materials, and of 20-foot and 40

feet only for the standard type of hazardous materials transport, all destined for the Santos Port (Brazil), in the Full Container Load (FCL) mode.

- the value of the Terminal Handling Charge (THC) for each location for each type of container used. The amount will be fixed and paid per shipment.

- the cost of road transport for each container type between the Cargo Agent depot and the port of departure. The values shall be fixed and proposed by shipment. This expense must not be charged, by no means, under road transport rates.

- the cost of the stuffing service (container filling). Proposals with fixed value per shipment shall be submitted for each container type.

- the fixed cost of issuing the Bill of Lading (BL) per shipment performed.

- the cost of handling must be proposed per m³. The amount quoted in the field "Handling" refers to the fee paid to the Contracted Party for the service of material management/administration belonging to the Contracting Party that has been placed under its responsibility.

Contracted Party stock management comprises the receipt of the material, the verification of documents required for export, the data entry in SILOMS, its control of entry and exit, its inventory, its location during transport and all necessary interactions (telephone, email or in person) for the purposes of contractual execution

For the purpose of paying for services performed, all amounts (freight, fares, fees and surcharges, such as BAF, CAF, ISPS, LOW SULPHURE and others) must be presented on the invoice and should exactly match those in its correspondent Bill of Lading (BL).

➤ Specific instructions for completing the Commercial Proposal for Sea Transport:

- In columns A, B, C, D and E, fill in the freight, the terminal handling costs, the inland freight from depot to the port, the container stuffing and the Bill of Lading for each shipment, respectively;
- In column F, fill in the handling proposal per m³.
- In columns G e H, fill in the data in Annex 2;
- In column I, fill in Other costs, charges and surcharges (estimative; \$) = G x 550,00 for non-hazardous materials and G x 900,00 for hazardous materials (maximum Other Costs estimated by the Contracted Party per shipment);
- In column J, fill in the sea freight reference value (\$) = (A + B + C + D + E) x G + (F x H) + I; and
- Fill in the TOTAL SEA FREIGHT as a sum of the Air Freight Reference Value lines (\$)

4.2. Transport in BAF Aircraft

Currency – All locations (USD).

Unit – USD/Shipment.

No field shall be filled in for the transport of materials in a Brazilian Air Force aircraft. Values presented are the estimated ground fees in each shipment.

Values charged in the invoice should exactly match those paid for the requested supporting services by BACE/EBLL to the Brazilian Air Force aircraft.

➤ Specific instructions for completing the Commercial Proposal for Transport in BAF Aircraft:

- In column A, fill in the details of the estimated number of shipments, provided in Annex 2;
- In column B, basic rates are estimated by the contracted party (US\$ 3,000.00);
- In column C, fill in the total reference value (\$) = A x B; and
- Fill in the BAF AIRCRAFT TOTAL as a sum of the total reference value (\$).

4.3. Storage

Currency – All locations (USD / EUR / GBP)

Unit – Currency/m³.day

Storage of the Brazilian Aeronautical Command materials or under its responsibility, for periods exceeding (at least) 15 (fifteen) days.

Bidders shall submit quotations for each volume range ($0 < V \leq 1\text{m}^3$, $1 < V \leq 5\text{m}^3$, $5\text{m}^3 < V \leq 20\text{m}^3$, $20\text{m}^3 < V \leq 100\text{m}^3$, $100\text{m}^3 < V$).

For the purpose of estimating stored volumes and pricing the offer value, it should be considered that stored loads have volumes up to 1m³ in 60% of cases, in 25% of cases with volumes greater than 1m³ and less than 5m³, 10% with volumes greater than 5m³ and less than 20 m³, 4% with volumes greater than 20m³ and less than 100 m³, and 1% with volumes equal to or greater than 100m³. Thus, the values presented must be multiplied by the respective prevalence rates to arrive at the proposal value.

The storage will only be due from the 16th day of the material permanence in the depot designated by the Cargo Agent. Storage periods longer than 15 days are considered to be storage outsourcing and, therefore, due under this cost component.

Also, bidders shall indicate the minimum period of permanence of the material when arriving at the destination (Santos Port) in order to avoid the DEMURRAGE payment by the Contracting Party. The minimum acceptable period is 15 days.

- Specific instructions for completing the Commercial Proposal for Storage:
 - In column A, fill in with the value proposal to be charged per day of storage;
 - In column B, fill in the estimated volume to be stored according to the data presented in Annex 2;
 - In column C, fill in the estimated number storage days (beyond 15 days) according to the data presented in Annex 2;
 - In column D, fill in the total reference value (\$) = $A \times B \times C$; and
 - Fill in the Total Storage as the sum of the Total Reference Value lines.
 - In column E, fill in with the proposed storage time at the origin and destination, observing the minimum time required by the Contracting Party.


4.4. Packing

Currency – All locations (USD / EUR / GBP).

Unit – Currency/m³

All and any service or cost, direct or indirect, related to the packing or repacking of spare parts for transportation, in wooden crates with the required certificate of Sanitary treatment (Fumigation).

Bidders must quote their rates per volume, both for air freight and sea freight.

- Specific instructions for completing the Commercial Proposal for Packing:
 - In column A, fill in with the value proposal to be charged per volume of packaged material;
 - In column B, fill in the material estimated volume to be packed according to the data presented in Annex 2;
 - In column C, fill in the total reference value (\$) = $A \times B$; and
 - Fill in the Total Packing as the sum of the Total Reference Value lines.
- 

4.5. Import Procedures

Currency – All locations (USD / EUR / GBP)

Unit – Currency/shipment

Cost paid to the Contracted Party for carrying out administrative procedures for importing COMAER materials with the customs authorities of the material destination country.

There should be no charges relating to export procedures.

- Specific instructions for completing the Commercial Proposal for Import Procedures Costs:
 - In column A, fill in the value proposal to be charged for each import registration;
 - In column B, fill in the estimated number of import records according to the data presented in Annex 2;
 - In column C, fill in the total reference value (\$) = A x B; and
 - Fill in the Total Import Procedures as the sum of the Total Reference Value lines.

5. RULES FOR THE EVALUATION OF COMMERCIAL PROPOSALS

Commercial Proposals must be submitted with all fields duly completed.

Commercial Proposal final value will be the sum of the proposals by location. The Administration will make available a spreadsheet in .x/s format to facilitate the Commercial Proposals presentation. Under no circumstances, any interpretation errors, completion errors or calculation errors may be attributed to the spreadsheet provided.

If clarification is needed or there is identification of a material error, the Administration reserves the right to make inquiries to the Bidder.

The awarded Proposal will be the one that presents the LOWEST GLOBAL PRICE.

COMMERCIAL PROPOSAL SHEET - TEMPLATE

Location: _____
 Depot Address: _____
 Information: Phone(s): _____
 E-mail(s): _____

1. Freight

1.1 Road Freight - Minimum Rate of \$ 60.00

Currency (Cur.): _____

Cargo Type	Distance (D) Range Km	Value (\$ / m3.Km)			Average Value	Estimated Cargo Volume (m³)	Average Distance (Km)	Total Reference Value (\$)
		V ≤ 3m3	3 m3 < V ≤ 20m3	V > 20m3				
Standard	0 < D ≤ 50							
	50 < D ≤ 250							
	250 < D ≤ 1000							
	D > 1000							
DGR	0 < D ≤ 50							
	50 < D ≤ 250							
	250 < D ≤ 1000							
	D > 1000							
SUBTOTAL								

1.2 Air Freight

Currency (Cur.): _____

Cargo Type	Weight (W) Range (Kg)	IATA Rates (\$)	Percentage of IATA Rates	Handling (\$ / m3)	Current Rates	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume (m³)	Freight (\$)	Others Costs, Charges and Surcharges Estimated (\$)	Air Freight Reference Value (\$)
Standard	0 < W ≤ 45										
	45 < W ≤ 100										
	100 < W ≤ 300										
	300 < W ≤ 500										
	W > 500										
DGR	0 < W ≤ 45										
	45 < W ≤ 100										
	100 < W ≤ 300										
	300 < W ≤ 500										
	W > 500										
SUBTOTAL											

1.3 Sea Freight

Currency (Cur.): _____

Cargo Type	Container Type	Freight (\$ / shipment)	THC (\$ / shipment)	Inland Freight Depot/Port (\$ / shipment)	Stuffing (\$ / shipment)	Bill of Lading (\$ / shipment)	Handling (\$ / m3)	Estimated Quantity of Shipments	Estimated Cargo Volume (m³)	Others Costs, Charges and Surcharges Estimated (\$)	Sea Freight Reference Value (\$)
Standard	20 FT										
	40 FT										
	FLAT RACK 20 FT										
	FLAT RACK 40 FT										
	OPEN TOP 20 FT										
DGR	20 FT										
	40 FT										
SUBTOTAL											

2. Transport in BAF Aircraft

Estimated Number of Shipments	Ground Fees (Estimated)	Total Reference Value (\$)

Currency (Cur.): _____

3. Storage

Volume (V) Range(m3)	Value (\$ / m3)	Estimated Volume (m³)	Estimated Days in Storage	Total Reference Value (\$)
0 < V ≤ 1				
1 < V ≤ 5				
5 < V ≤ 20				
20 < V ≤ 100				
V > 100				
SUBTOTAL				

Free time at depot (15 days minimum): _____
 Free time at destination (15 days minimum): _____

Currency (Cur.): _____

4. Packing

Modal	Value (\$ / m3)	Estimated Volume (m³)	Total Reference Value (\$)
Air Freight			
Sea Freight			
SUBTOTAL			

Currency (Cur.): _____

5. Custom Procedures to Import

Value (\$ / shipment)	Estimated Number of Shipments	Total Reference Value (\$)

TOTAL

US\$
US\$ / m3

COMMERCIAL PROPOSAL SHEET - TEMPLATE

CONSOLIDATED PRICE PROPOSAL

Company: _____

1. Transport

1.1 Road Freight

Cargo Type	Distance (D) Range (Km)	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Standard	0 < D ≤ 50									
	50 < D ≤ 250									
	250 < D ≤ 1000									
	D > 1000									
DGR	0 < D ≤ 50									
	50 < D ≤ 250									
	250 < D ≤ 1000									
	D > 1000									

1.2 Air Freight

Cargo Type	Weight (W) Range (Kg)	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Standard	0 < W ≤ 45									
	45 < W ≤ 100									
	100 < W ≤ 300									
	300 < W ≤ 500									
	W > 500									
DGR	0 < W ≤ 45									
	45 < W ≤ 100									
	100 < W ≤ 300									
	300 < W ≤ 500									
	W > 500									

1.3 Sea Freight

Cargo Type	Container Type	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Standard	20 FT									
	40 FT									
	FLAT RACK 20 FT									
	FLAT RACK 40 FT									
	OPEN TOP 20 FT									
	OPEN TOP 40 FT									
DGR	20 FT									
	40 FT									

2. Transport in BAF Aircraft

Brazilian Air Force Aircraft	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total

3. Storage

Volume (V) Range (m ³)	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
0 m ³ < V ≤ 1 m ³									
1 m ³ < V ≤ 5 m ³									
5 m ³ < V ≤ 20 m ³									
20 m ³ < V ≤ 100 m ³									
V > 100 m ³									

4. Packing

Modal	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Air Freight									
Sea Freight									

5. Custom Procedure to Import

Custom Procedure to Import	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total

TOTAL

US\$
US\$/m³



ANNEX II PRICE PROPOSAL TEMPLATE

PLANILHA DE PROPOSTA COMERCIAL – MODELO

Location: _____		Address: _____	
Depot _____		Phone(s): _____	
Information: _____		E-mail(s): _____	

1. Freight

1.1 Road Freight - Minimum Rate of \$ 60.00 Currency (Cur.): _____

Cargo Type	Distance (D) Range Km	Value (\$ / m³.Km)			Average Value	Estimated Cargo Volume (m³)	Average Distance (Km)	Total Reference Value (\$)
		V ≤ 3m3	3 m3 < V ≤ 20m3	V > 20m3				
Standard	0 < D ≤ 50							
	50 < D ≤ 250							
	250 < D ≤ 1000							
	D > 1000							
DGR	0 < D ≤ 50							
	50 < D ≤ 250							
	250 < D ≤ 1000							
	D > 1000							
SUBTOTAL								

1.2 Air Freight Currency (Cur.): _____

Cargo Type	Weight (W) Range (Kg)	ATA Rates (\$)	Percentage of ATA Rates	Handling (\$ / m³)	Current Rates	Estimated Number of Shipments	Average Chargeable Weight per Shipment (Kg)	Equivalent Volume (m³)	Freight (\$)	Others Costs, Charges and Surcharges Estimated (\$)	Air Freight Reference Value (\$)
Standard	0 < W ≤ 45										
	45 < W ≤ 100										
	100 < W ≤ 300										
	300 < W ≤ 500										
	W > 500										
DGR	0 < W ≤ 45										
	45 < W ≤ 100										
	100 < W ≤ 300										
	300 < W ≤ 500										
	W > 500										
SUBTOTAL											

1.3 Sea Freight Currency (Cur.): _____

Cargo Type	Container Type	Freight (\$ / shipment)	THC (\$ / shipment)	Inland Freight Depot/Port (\$ / shipment)	Stuffing (\$ / shipment)	Bill of Lading (\$ / shipment)	Handling (\$ / m³)	Estimated Quantity of Shipments	Estimated Cargo Volume (m³)	Others Costs, Charges and Surcharges Estimated (\$)	Sea Freight Reference Value (\$)
Standard	20 FT										
	40 FT										
	FLAT RACK 20 FT										
	FLAT RACK 40 FT										
	OPEN TOP 20 FT										
	OPEN TOP 40 FT										
DGR	20 FT										
	40 FT										
SUBTOTAL											

2. Transport in BAF Aircraft

Estimated Number of Shipments	Ground Fees (Estimated)	Total Reference Value (\$)

3. Storage Currency (Cur.): _____

Volume (V) Range(m³)	Value (\$ / m³)	Estimated Volume (m³)	Estimated Days in Storage	Total Reference Value (\$)
0 < V ≤ 1				
1 < V ≤ 5				
5 < V ≤ 20				
20 < V ≤ 100				
V > 100				
SUBTOTAL				

Free time at depot (15 days minimum): _____
 Free time at destination (15 days minimum): _____

4. Packing Currency (Cur.): _____

Modal	Value (\$ / m³)	Estimated Volume (m³)	Total Reference Value (\$)
Air Freight			
Sea Freight			
SUBTOTAL			

5. Custom Procedures to Import Currency (Cur.): _____

Value (\$ / shipment)	Estimated Number of Shipments	Total Reference Value (\$)

TOTAL US\$
US\$ / m³

PLANILHA DE PROPOSTA COMERCIAL – MODELO

CONSOLIDATED PRICE PROPOSAL

Company: _____

1. Transport

1.1 Road Freight

Cargo Type	Distance (D) Range (Km)	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Standard	0 < D ≤ 50									
	50 < D ≤ 250									
	250 < D ≤ 1000									
	D > 1000									
DGR	0 < D ≤ 50									
	50 < D ≤ 250									
	250 < D ≤ 1000									
	D > 1000									

1.2 Air Freight

Cargo Type	Weight (W) Range (Kg)	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Standard	0 < W ≤ 45									
	45 < W ≤ 100									
	100 < W ≤ 300									
	300 < W ≤ 500									
	W > 500									
DGR	0 < W ≤ 45									
	45 < W ≤ 100									
	100 < W ≤ 300									
	300 < W ≤ 500									
	W > 500									

1.3 Sea Freight

Cargo Type	Container Type	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Standard	20 FT									
	40 FT									
	FLAT RACK 20 FT									
	FLAT RACK 40 FT									
	OPEN TOP 20 FT									
	OPEN TOP 40 FT									
DGR	20 FT									
	40 FT									

2. Transport in BAF Aircraft

Brazilian Air Force Aircraft	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total

3. Storage

Volume (V) Range (m3)	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
0 m3 < V ≤ 1 m3									
1 m3 < V ≤ 5 m3									
5 m3 < V ≤ 20 m3									
20 m3 < V ≤ 100 m3									
V > 100 m3									

4. Packing

Modal	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total
Air Freight									
Sea Freight									

5. Custom Procedure to Import

Custom Procedure to Import	London (United Kingdom)	Paris (France)	Milan (Italy)	Hamburg (Germany)	Lisbon (Portugal)	Madrid (Spain)	Tel Aviv (Israel)	Tokyo (Japan)	Total

TOTAL

US\$

US\$/m³

ANNEX III
DRAFT OF CONTRACT TERM

✱

DRAFT OF CONTRACT

Nº /BACE/

(PAG Nº 67103.2000017/2020-30)

A

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MINISTRY OF DEFENCE
AIR FORCE COMMAND
AEROSPACE OPERATIONS COMMAND

CONTRACT Nº /BACE/
BIDDING TYPE: BIDDING PROCESS Nº 05/BACE/2020
BACER PROTOCOL: 67103.200017/2020-30

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

I - CONTRACTING PARTY: Federative Republic of Brazil — Brazilian Government, Ministry of Defence, through the Aeronautical Command (COMAE), represented by Brazilia Aeronautical Comission in Europe , located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON – UK, Reino Unido, CNPJ (National Identification Number) 00.394.429/0042-89 represented by the Head of BACE,
National Identification CPF No., appointed as such by DECREE
....., published in the Official Gazette
.....

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

III - CONVENTIONS:

For this contract the following conventions will be agreed upon in addition to those laid out in Basic Project No. Nº 01/SM/2020:

- a) **BACE** for the Brazilian Aeronautical Commission in Europe;
- b) **CELOG**, for Aeronautical Logistic Center;
- c) **COMAER**, for the Aeronautical Command;

✍

- d) **CONTRACTED PARTY**, for;
- e) **CONTRACTING PARTY**, for the BRAZILIAN GOVERNMENT through the AERONAUTICAL COMMAND (BACER), represented in this CONTRACT by the Aerospace Operations Command – BACE
- f) **COMREC**- Commission designated by BACE to inspect the performance of the services described in this Invitation Letter, as in the subsequent contract to be signed by both parties (BACE and the CONTRACTOR)
- g) **DOU** -Federal Official Gazette
- h) **DLC** – Division of Procurement and Contracts
- i) **SUPERVISION**, for the organs, agents, contracted companies or commissions designated by the CONTRACTING PARTY as their representatives to the CONTRACTED PARTY, in order to verify and supervise the fulfilment of this CONTRACT;
- j) **FORCE MAJEURE**, for the occurrence of a substantial fact, the effects of which are not avoidable or preventable, or for the supervenience of exceptional or unforeseeable facts not reasonably within the control of either party, altering the conditions of execution of the CONTRACT, meteorological factors, orbital correction or collision avoidance manoeuvres, as well as other factors with no causal link with the CONTRACTED PARTY's action or omission.
- k) **SILOMS** - Integrated Logistics System for Materials and Services (Integrated Logistics System for Materials and Services Management);
- l) **SM** – BACE Material Section

CLAUSE 1 - OBJECT, SUBCONTRACTING AND MAIN ELEMENTS

1.1. This contract is aimed a Hiring of a specialized company to perform the services of receiving, storage, protocol in SILOMS-BR - Transport Module, customs clearance and transportation of all goods acquired by COMAER in Europe, Africa, Asia and Oceania to Brazil, as well as the execution of these services regarding repairable materials sent from Brazil to companies contracted to carry out the respective repairs on the continents mentioned above, with their subsequent return to Brazil.:

1.2. The object of this CONTRACT is carried out with the strict observance to Basic Project N° 01/SM/2020.

CLAUSE 2^a - TYPE OF CONTRACT

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

CLAUSE 3^a - PRICES, PAYMENT AND RESETTLEMENT

- 3.1. The total amount contracted is USD XXXX (US DOLLARS).
- 3.2. The CONTRACTED PARTY will not charge the CONTRACTING PARTY any other amounts and / or measures, especially those that refer to the items below:
- a) Labour and social charges;
 - b) Foreign taxes, duties or fees levied on the object of this instrument until the DAP delivery;
 - c) Packaging of any kind;
 - d) Materials, tools and support equipment required by the CONTRACTED PARTY to install and / or integrate the EQUIPMENT, SYSTEM and subsystems;
 - e) Transportation, food, lodging or other expenses, of any nature, with the CONTRACTED PARTY's personnel designated to carry out any activities related to the object of this CONTRACT;
 - f) Transportation, insurance, loading and unloading of all supplies object of this instrument, as well as materials, tools and any other assets of the CONTRACTED PARTY, necessary for the execution of the services under their responsibility;
 - g) Payment for services rendered by the CONTRACTED PARTY's employees or CONTRACTED PARTYS;
- 3.3. Payments for the rendering of services will be effected in accordance with the events contained in the Basic Project 01/SM/2020.
- 3.4. Payments will be made by the CONTRACTING PARTY, directly and exclusively to the CONTRACTED PARTY, under the conditions set forth in this Clause according to the Financial Schedule, observing the following procedures:
- a) The CONTRACTED PARTY shall issue the invoice relating to the event held to BACE; and
 - b) Upon receipt of the documentation and invoice by the CONTRACTING PARTY, payment shall be effected within thirty (30) calendar days.
- 3.5. The negotiation of an invoice arising from the rendering of the object of this CONTRACT with banks or any other financial institutions, including factoring companies, is forbidden.
- 3.6. The invoices shall be paid provided that the CONTRACTED PARTY's previous obligations, as established in the Financial Schedule, are fulfilled in full, up to the date of the event that originated the billing.



- 3.7. Payments shall be made by the CONTRACTING PARTY, free of charge to the CONTRACTED PARTY, in outside Brazil's banking address, in US Dollars.
- 3.8. In cases of possible delays in payment, provided that the CONTRACTED PARTY has not failed to deliver the object of this CONTRACT in any way, the amount due must be increased by default charges proportional to the days of delay, calculated from the due date for payment until the effective date of payment at the rate of 6% (six percent) per year, applying the following formula:

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

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

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

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

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

VP = Default amount

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

CLAUSE 4^a - TIMESCALES

- 4.1. The duration of this CONTRACT shall be 12 (twelve) months, extendable for successive periods of 12 (twelve) months, up to the limit of 60 (sixty) months, from the date of signature by the legal representatives of the parties.
- 4.2. The CONTRACTED PARTY shall observe, in the course of the performance of the contractual object, the intermediate deadlines contained in the Basic Project 01/SM/2020 .
- 4.3. In the event of failure to comply with any obligation by the CONTRACTING PARTY which results in a delay in the fulfilment of the obligations of the CONTRACTED PARTY, the CONTRACTED PARTY shall be entitled to compensation on as many days as the ones related to the delay occurred, and the parties shall make every effort to overcome it.
- 4.4. The compensation provided for in sub-clause 4.3 will not be used by the CONTRACTED PARTY as justification for delays in unrelated obligations.
- 4.5. The compensation referred to in sub-clause 4.3 will only be granted to the CONTRACTED PARTY when it is proved that the CONTRACTING PARTY's non-fulfilment of their obligation caused the delay in the fulfilment of the CONTRACTED PARTY's contractual obligations.
- 4.6. The unauthorized anticipation of any event by one of the parties shall not oblige the other party to fulfil its obligations before the dates provided in this CONTRACT.

- 4.7. Failure to comply with the deadlines set in the Basic Project 01/SM/2020 will only be accepted by the CONTRACTING PARTY when caused by force majeure or a fortuitous event, according to the provisions of Clause 20, or facts that may be attributed to the CONTRACTING PARTY's own actions.
- 4.8. Any established change to the Financial Schedule will only be performed by the CONTRACTED PARTY after a request to the CONTRACTING PARTY, in writing, with the necessary justifications and approval of the CONTRACTING PARTY is obtained.

CLAUSE 5^a - BUDGET ALLOCATION

- 5.1. The Expenditures arising from the bidding process will be supported by resources made available in BACE.
- 5.2. Payments will be made to the CONTRACTED PARTY, by BACE, in US dollars (USD)..

CLAUSE 6^a - CONTRACTED PARTY'S OBLIGATIONS

- 6.1 Without prejudice to other obligations, rights and duties set forth in this CONTRACT, the CONTRACTED PARTY undertakes to comply with the terms and conditions of the Basic Project No. 01/SAR/BACE/2018 :
- a) Comply with the terms and conditions of Basic Project No 01 / SM / 2020 (Annex 01);
 - b) The CONTRACTED PARTY shall not be excluded or reduced in the performance of its obligations agreed with BACER;
 - c) The receipt of the object does not exclude civil liability of the CONTRACTED PARTY for the solidity, security and guarantee of the good / service delivered to the CONTRACTING PARTY;
 - d) To submit to the application, after analysis of the process, administrative sanctions provided for in this instrument, when defaulting or defaulting in the fulfillment of its obligations, being assured the right to the adversary and ample defense;
 - e) Formally respond to all communications regarding the execution of this instrument to the CONTRACTING PARTY;
 - f) Respond formally to all notifications of any non-compliance with contractual conditions, as well as occurrences or circumstances noted during the inspection, which may difficulties in the execution of the contracted object;
 - g) Repair, at its own expense, in whole or in part, goods or services in which there are defects, defects or errors;

- h) Be responsible for labor, social security, social security, social security and other charges of any nature related to the labor used in their respective supplies, as well as the liability arising from civil liability attributable to the culpable or malicious acts of the CONTRACTED PARTY and subCONTRACTED PARTYS in fulfillment of this AGREEMENT;
- i) Be liable for liens arising from legal actions proposed by third parties against the CONTRACTING PARTY, due to their contractual obligations;

CLAUSE 7^a - CONTRACTING PARTY OBLIGATIONS

- 7.1 Without prejudice to the other obligations under this CONTRACT, the CONTRACTING PARTY, observing the terms and conditions of the Basic Project No. 1/SM/2020 undertakes to:
- 7.2 Effect payments to the CONTRACTED PARTY in accordance with the provisions of Clause 3:
- 7.3 Publish in the Official Gazette the extract from this CONTRACT.

CLAUSE 8^a - SUPERVISION'S OBLIGATIONS

- 8.1 This CONTRACT will be fully performed by the parties and will be supervised by an Agent, Commission or Body formally designated by the CONTRACTING PARTY, published in Internal Bulletin, whose composition shall be disclosed to the CONTRACTED PARTY.
- 8.2 The CONTRACTING PARTY SUPERVISER's obligations are to:
 - a) Verify, in a systematic manner, compliance with the provisions of this CONTRACT;
 - b) Supervise, technical analysis, control and monitoring services and other supplies provided in this CONTRACT, subject to the provisions, terms and conditions of the Basic Project No. 01/SAR/BACE/2018;
 - c) Accept, receive or reject services and / or equipment; and
 - d) Represent the CONTRACTING PARTY in the receipt of services and equipment;
 - e) Formally communicate to the Disbursing Authority, on a monthly basis, the occurrences related to this CONTRACT, at the time of drafting the Accountability.

CLAUSE 9 - REMEDIES

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

a) **Written warning**, for the breach of any agreed item, provided it does not affect the terms and sums set forth in this CONTRACT;

b) **Default fine**, to be applied in case of delay in the execution of any stage established in the Financial Schedules,

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

in accordance with the following formula:

Where:

M = value of the fine;

C = value corresponding to the phase or stage;

T = timescale in working days, as per Financial Schedule, for the execution of the phase or stage;

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

N = period of delay, in calendar days.

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

c) **Liquidated damages**, equivalent to 0.5% of the value of the CONTRACT, for failure to comply with any other legal or contractual obligation;

d) **Special fine**, equivalent to 10% of the value of the CONTRACT when the CONTRACTED PARTY terminates or gives rise to the termination of the CONTRACT without due cause;

e) **Temporary suspension** from participating in biddings and impediment to contract with the Government for up to 02 (two) years; and

f) **Declaration** of the CONTRACTED PARTY's lack of good standing to contract with the Public Administration for as long as the reasons for the penalty remain valid or until rehabilitation occurs before the authority that applied the penalty, which will be granted whenever the CONTRACTED PARTY reimburses the Administration for the resulting damages and once the term of the sanction expires, as per previous point.

9.2 Fines, when applicable, will be cumulative.

9.3 The points "a", "e" and "f" of sub-clause 9.1 shall be applied according to the seriousness of the offense committed.

- 9.4 The total amount of the fines is limited to 10% of the total contracted amount, resulting in the termination of the contract.
- 9.5 The fault incurred by the CONTRACTED PARTY may be made public worldwide by COMAER;
- 9.6 Non-compliance of the CONTRACT, whether partial or full, will be taken into account in the CONTRACTED PARTY's future participation in Brazilian Government bids;
- 9.7 The application of sanctions, whether warning, temporary suspension or fine, may be appealed, with such appeals to be reviewed by the CONTRACTING PARTY, within 05 (five) working days from the penalty notice or the drawing-up of the minutes of the quarterly meetings as set forth in Annex 03 of the Basic Project No. 01/SM/2020.
- 9.8 After regular administrative proceedings, where the right to full defence and the adversarial principle will be guaranteed, the parties agree that the calculated sum of the fines will be paid by the CONTRACTED PARTY as follows:
- a) Directly by the CONTRACTED PARTY, by means of a Brazilian Government Contribution Form (Guia de Recolhimento da Uniao) to the National Treasury account, within 20 (twenty) working days from the date of receipt of the "Notice"; and
 - b) Deducted from the invoiced amounts still owed by the CONTRACTING PARTY.
- 9.9 In the event of non-compliance with the timescale established in point "a" of sub-clause 9.8, the CONTRACTING PARTY shall deduct the sum from the invoiced amounts to be paid.
- 9.10 The amount of the fines imposed on the CONTRACTED PARTY shall be paid to BACE within 20 (twenty) calendar days from the date of receipt of the Notice for Collection of Fines, issued by the CONTRACTING PARTY.
- 9.11 In the event of non-payment of the fine and impossibility to deduct it from invoiced amounts, payment will be pursued through the courts, which does not exclude the subsequent termination of the CONTRACT.
- 9.12 No payment shall be made to the CONTRACTED PARTY without proof of payment of the fines or that the Administration has accepted an appeal to waive it.
- 9.13 The incurrance of any penalty does not exempt the CONTRACTED PARTY from the fulfilment of its obligations, nor from taking the necessary measures to rectify or to compensate for any damages caused to the CONTRACTING PARTY.

CLAUSE 10 - TERMINATION

- 10.1 Grounds for termination of this CONTRACT are set out in this Clause 10.
- 10.2 In an event which constitutes grounds for termination, in accordance with the sub-clause

10.1, the CONTRACTING PARTY shall immediately suspend the payment of invoices not yet verified, whereas the CONTRACTED PARTY shall submit within thirty (30) calendar days from the date of receipt of the notification of termination, evidence of all expenses incurred in the performance of the object of the contract.

- 10.3 The CONTRACTING PARTY shall issue a detailed notification, wherein the termination will be communicated, as well as the reasons for such decision.
- 10.4 This CONTRACT may also be terminated by a unilateral act of the Administration, by amicable agreement or by judicial means.
- 10.5 The occurrence of a FORCE MAJEURE EVENT may constitute grounds for termination of this CONTRACT, provided that its consequences remain for 30 (thirty) consecutive days or more, preventing the continuity of the performance of the contractual object, subject to the provisions of sub-clause 10.2.
- 10.6 Termination may occur if the CONTRACTED PARTY has not rectified the performance of the CONTRACT within 15 (fifteen) working days from the receipt of the notification issued by the CONTRACTING PARTY.
- 10.7 For the total or partial non-performance of the object of the CONTRACT, the CONTRACTED PARTY acknowledges the right granted to the CONTRACTING PARTY to terminate the contractual object, without prejudice to the contractual and legal sanctions. The CONTRACTED PARTY hereby undertakes to comply with the legal regime as set out in this CONTRACT.

CLAUSE 11 – PRICE VARIATION

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

CLAUSE 12 - RELATED DOCUMENTS

- 12.1 This CONTRACT is linked to Bidding Process No. 67103.200017/2020-30, which forms part of administrative process No 05/BACE/2020, and to the CONTRACTED PARTY's proposal.

CLAUSE 13 -PRINCIPLES, JURISDICTION AND ARBITRATION

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

- 13.2 The basic principles apply to this contract: the principle of isonomy, the selection of the most advantageous proposal for the administration, being processed and evaluated in strict compliance with the basic principles of legality, impersonality, morality, equality, publicity, administrative probity, compliance with the invitation to tender and objective judgement.
- 13.3 Issues arising from the performance of this instrument which cannot be settled administratively, including litigation or non-contractual claims arising from or in connection with it or its subject matter, shall be governed by and construed in accordance with the English Law.
- 13.4 The CONTRACTED PARTY, the company, company registration number....., with offices at, represented by its....., Mr., nationality, marital status, profession, identity No , resident at, as its legal representative, according to the attached power of attorney, to receive summons and to respond administratively and judicially on its behalf.
- 13.5 Any change relating to the CONTRACTED PARTY's legal representative, as per sub-clause 13.44 shall be made by means of an annotation to the contract.
- 13.6 In exceptional cases, and in the event of circumstances that may affect the performance of obligations undertaken by the parties, in case of restrictions presented by the English Law, the disputes arising from the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- 13.7 The decision of the International Chamber of Commerce is final, definitive and recognized by the parties.
- 13.8 There shall be no interruption to the performance of the obligations of the parties for the duration of the judicial process or arbitration, as applicable, except in the event of contractual termination.

CLAUSE 14 - FORCE MAJEURE

- 14.1 Characterized by the occurrence of a concrete fact whose effects are unavoidable, or by any exceptional or unforeseeable fact, fundamentally altering the ability to execute the CONTRACT.
- 14.2 Force majeure events that have repercussions in the project schedule may lead to the extension of the term, up to the limit of its duration. The CONTRACTED PARTY, in such cases, must prove it legally as well as demonstrate what influences it had in the performance of the object of this CONTRACT.
- 14.3 In the event of force majeure the following procedure shall be adopted:



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

CLAUSE 15 - REGULATION OF CONTRACTUAL CLAUSES AND AMMENDMENTS

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

CLAUSE 16 - EXTENSION

- 16.1 The term for the performance of the object of this CONTRACT may be extended in periods of 12 (months) until 60 (sixty) months.

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

CLAUSE 17 - PARTIES TO THIS AGREEMENT

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

- a) Basic Project No. 01/SM/2020;
- b) Financial schedule;
- c) CONTRACTED PARTY's Proposal;
- d) CONTRACTED PARTY's Power of Attorney; and

CLAUSE 18 - CONFIDENTIALITY

18.1 This CONTRACT is regarded as non-classified.

CLAUSE 19 - CURRENCY

19.1 For all legal and contractual purposes, the currency used in payments to be made under this CONTRACT is US dollar (USD).

CLAUSE 20 – LANGUAGE

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

CLAUSE 21 – RESPONSIBILITY

21.1 The CONTRACTED PARTY acknowledges their position as being solely responsible for the full performance of the object of this CONTRACT and, as such, accepts full responsibility for damages which the CONTRACTED PARTY itself, its agents and employees may cause to the public patrimony or to third parties. The CONTRACTING PARTY's SUPERVISION and monitoring shall not excuse the CONTRACTED PARTY from such responsibility or be construed as reason for ignoring or reducing it.

21.2 The CONTRACTED PARTY takes total responsibility for the non-payment of salary to personnel allocated to carry out the services herein contracted, whether pursued legally or otherwise, as well as the respective employment, tax and social security charges, thus exempting the Brazilian Government from any charges arising from lawsuits relating to employment, tax and social security, filed by their employees, agents and third parties affected by an action or omission, voluntary or otherwise, on the part of the CONTRACTED

PARTY.

- 21.3 The parties, individually, shall be responsible for any costs and indemnities arising from unlawful acts of a civil or criminal nature that involve their teams at work and in contractual activities, when working or visiting the premises of the other party, except in cases in which these events have been caused by the visited party.
- 21.4 Any failure on the part of the CONTRACTING PARTY to require strict compliance with the CONTRACTED PARTY's obligations under the terms and conditions established in this CONTRACT, including its annexes and the documents originating from them, or to deal with procedures or acts of the CONTRACTED PARTY not covered by the provisions of this instrument and even if the CONTRACTING PARTY does not exercise their prerogative deriving from this instrument, the CONTRACTED PARTY acknowledges that such concessions do not constitute and will not constitute, at any rate, renunciation or novation, and will not affect the right of the CONTRACTING PARTY to take remedial or the appropriate measures, at any time, whether based on their contractual prerogatives or on the law.

CLAUSE 22 - CORRESPONDENCE AND NOTIFICATIONS

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

- **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

Address: 16 Great James Street - London - United Kingdom - WC1N 3DP
Tel: +44 20 7440 4320
Fax: +44 20 7831 8129
e-mail: chefelc@bace.org.uk

e-mail: protocolo.bace@fab.mil.br

- **NAME OF CONTRACTED PARTY**

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

- 22.2 The correspondence referred to in this Clause 22 may be made by letter and facsimile. The facsimiles, at the discretion of the CONTRACTING PARTY, will be confirmed as received and accepted by letter, signed by the CONTRACTED PARTY's signatory to this agreement, which will be delivered to BACE.

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

CLAUSE 23 - FINAL PROVISIONS

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

23.2 This CONTRACT was analysed according to Legal Advice in XXXXX, February , XX 2020.

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

London, (day) (Month) 2020.

CONTRACTING PARTY:



CONTRACTED PARTY:

WITNESSES:

ANNEX IV

DRAFT OF LEGAL REPRESENTATIVE LETTER

TO BE PRINTED ON LETTERHEAD PAPER

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

TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
FAO: PERMANENT TENDER COMMISSION

RE: OUR LEGAL REPRESENTATIVE FOR BIDDING PROCESS 005/BACE/2020

I _____, in compliance with the terms of the Bidding Process n° 005/BACE/2020, accredit as our legal representative Mr/Mrs/Ms. [xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx], identified by ID/Passport Number [delete as appropriated] Number [xxxxxxxxxxxxxx], to whom I bestow the most extensive powers, including lodging appeals, when applicable, as well as compromise, forsake, sign documents and minutes and, lastly, perform all other acts in this Bid.

I further declare that the company is aware of the entire contents of Bidding Process nº 005/BACE/2020.

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

Name _____
Managing Director _____
Company's name _____

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

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

TO BE PRINTED ON LETTERHEAD PAPER

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

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

RE: Bidding Process Nº 05/BACE/2020 (6.2, "a")

BIDDER INFORMATION

Company's legal name:

Company's legal owner/managing director:

Company's address:

VAT/Tax Identification number is:

DECLARATION

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

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

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

Name
Managing Director
Company's name

/P