

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



**Bidding notice – Competitive bidding
PAG No. 67103.240182/2024-58**



MINISTRY OF DEFENSE

**AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

**BIDDING PROCESS – COMPETITIVE BIDDING Nº 007/BACE/2024
PROCESS Nº 67103. 240182/2024-58**

Legal Support: The Brazilian Federal Government, through the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE, makes it known to all interested parties that on the date, time and place indicated below, bidding will be carried out in the form of COMPETITION: MAJOR PROPOSAL, which purpose is the sale of the Aeronautical Attachment service vehicle in Indonesia, without funding activity, in accordance with the specifications contained and described in ANNEX I to this Notice – Term of Reference 06/SM/2024. Bidding procedures will be carried out in accordance with article 20 and item I, of article 29 of ANNEX III of GM-MD Ordinance No. 5.175, of December 15, 2021, and other requirements set out in this BIDDING NOTICE and its Annexes. Proposals submitted to CABE will be interpreted, evaluated and judged in accordance with this NOTICE and will follow the principles contained in ANNEX III of the aforementioned Ordinance.

Opening date of proposals: 14/01/2025	
Time:	11:00 (London Time)
Address:	16, Great James Street, London, United Kingdom, WC1N 3DP

1. DEFINITIONS

1.1 To facilitate the understanding of terminology and simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions below:

- 1.1.1 COMAER – Brazilian Aeronautical Command;
- 1.1.2 COMREC – Goods and Services Receipt Committee;
- 1.1.3 CONTRACTED PARTY – Legal entity or individual who wins the Bid, also called the winning acquirer or acquirer (of the bid or event);
- 1.1.4 CONTRACTING PARTY –Brazilian Aeronautical Commission in Europe (BACE);
- 1.1.5 PAG – Administrative Management Process;
- 1.1.6 PROPONENT/ BIDDER – Legal Entity or Individual participating in the Bidding;
- 1.1.7 ADIND – Aeronautical Attachment in Indonesia.

2. OBJECT

2.1 The object of this Bidding is the SALE of the service vehicle, which is idle in the Defense, Naval and Aeronautical Attachment in Indonesia, in accordance with the specifications contained and described in ANNEX I to this Notice.

2.2 This bid aims to meet the demand for Aeronautical Attachment in Indonesia, as described in this bidding process, in accordance with the provisions of article 68, item II, of Annex III of GM-MD Ordinance No. 5.175/21. The hypothesis of contracting abroad fits under article 19 and article 20 of Annex III of the aforementioned Ordinance, considering the sale to be carried out in English territory to meet the Attachment in Indonesia.

3. ANNEXES

3.1 The following annexes are an integral part of this notice, regardless of whether they are transcribed here or not:

- ANNEX I – Reference Term nº 006/CABE/2024
- ANNEX II – Price Proposal Model
- ANNEX III – Proposal Letter Template

4. PARTICIPATION REQUIREMENTS

4.1 Legal Entities or Individuals who meet the legal conditions in accordance with the Laws in force of their respective country, and are qualified, according to the criteria of this Notice, may participate in this COMPETITION.

4.2 Participation in the sale implies the total and unrestricted submission of the proponents to the conditions of this bidding process

4.3 Agree that the Honda vehicle, model CR-V RM3 2.4 AT 2354cc, year 2013, purchased on 09/02/2014, for US\$ 28,803.87 (twenty-eight thousand, eight hundred and three thousand dollars and eighty-seven), having travelled 94,976 km until 13/06/2024, whose technical specifications are set out in ANNEX I of the BIDDING NOTICE - COMPETITION No. 005/CABE/2024, will be delivered to the CONTRACTED PARTY winning the bid.

4.4 Proposals must meet the specifications described in Annexes II and III.

4.5 The property will be sold as it is, with the sole responsibility of the bidder/proposer to verify the vehicle's state of conservation and its specifications, with no subsequent complaints regarding its intrinsic or extrinsic qualities.

4.6 Companies that meet the following conditions will not be able to participate in the bidding:

4.6.1 In case of bankruptcy, legal restructuring or extrajudicial recovery.

4.6.2 In case of dissolution or liquidation.

5. ACCREDITATION

5.1 The bidder, or his representative, must present himself to the Tender Committee at the place, date and time indicated in the preamble of this BIDDING NOTICE for the purpose of registering participants in this Tender, with his identity card or other identification document with photo, together with the document that grants powers to express an opinion during the bidding procedures (such documents must be made available **outside the Envelopes** containing the Qualification Documents and Price Proposals).

5.2 The bidder's representative must be a person authorized under the terms of its articles of incorporation, public power of attorney document, private power of attorney document with notarized signature or declaration by the bidder with powers so that the accredited person may speak on its behalf at any stage of this bidding process (ANNEX IV), and may formulate proposals and perform all other acts pertinent to the event, on behalf of the bidder. In this case, ANNEX IV must be accompanied by a copy of the identification document of the representative and the represented party.

5.2.1 The incorporation or registration papers as ownership must describe the authority of the bidder's representative to represent him before third parties.

5.2.2 The power of attorney must describe all the powers necessary for the submission of proposals and the performance of all acts relating to the bidding process, and must be accompanied by the constitutive acts or the title deed.

5.3 A registered representative may represent only one bidder.

6. DEADLINES AND DATES

6.1 For the purpose of carrying out this BIDDING NOTICE, the following deadlines and dates will be observed:

6.1.1 Publication of this BIDDING NOTICE on CABE's website on the same day of publication in the Brazilian Official Gazette;

6.1.2 Reception of envelopes containing Proposals and Prices will take place by 10:30 hrs on 14/01/2025 (local time in London, United Kingdom);

6.1.3 The opening of envelopes with the Proposals and Prices will take place at 11:00 hrs on 14/01/2025 - local time in London, United Kingdom- (MINIMUM of 15 business days after the

publication of the Notice, Art. 37, sole paragraph, Clause III, of Annex III of Ordinance GM-MD No. 5,175/21).

6.1.4 If, due to force majeure or superior determination, there is no business at the Brazilian Aeronautical Commission in Europe, on the date and time stipulated above, the aforementioned event will be automatically postponed to the first subsequent business day, at the same time and place, unless otherwise communicated.

7. ENVELOPES WITH QUALIFICATION DOCUMENTS AND PRICE PROPOSALS

7.1 Each bidder must present two envelopes, one containing the qualification documents and the other with the price proposal.

7.2 The sets of documents relating to the qualification and price proposal must be delivered separately, in sealed envelopes, with a signature on the flap and identified with the name of the bidder. Both envelopes must be placed in a single sealed envelope, directly addressed to the Bidding Committee, as follows:

7.3 Bidders must use the following format of identification label to identify their envelopes, written in English, clearly.

ENVELOPE Nº 01 – PRICE PROPOSAL
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
BID Nº 007/BACE/2024
BIDDER: _____[COMPANY NAME]

ENVELOPE Nº 02 – QUALIFICATION DOCUMENTS
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
BID Nº 007/BACE/2024
BIDDER: _____[COMPANY NAME]

7.4 ENVELOPE No. 01 - PRICE PROPOSAL, and ENVELOPE No. 02 - QUALIFICATION DOCUMENTS must be accompanied by an oversized, sealed envelope addressed to the BIDDING COMMITTEE, according to the model below, written in English, clearly.

TO BIDDING COMMISSION– BIDDING PROCESS NO. 007/CABE/2024
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
16, Great James Street, London, United Kingdom, WC1N 3DP

BIDDING ON __/__/__ at __:__

BIDDER: _____[COMPANY NAME]

7.4.1 The envelope may be sent by post, with tracking capability and proof of delivery receipt. The envelope must be registered with the Brazilian Aeronautical Commission in Europe, with all identification of the bidder and data pertinent to the bidding process in question and, without fail, at least 30 minutes before the scheduled opening time of the aforementioned public session. If the bidder wishes to participate in person, the bidder/representative must present themselves at the CABE Protocol before the start of the public session.

7.4.2 The entire procedure for sending and ensuring the regularity of the information and content of the documents referred to in item 7 is at the bidder's own risk. Envelopes that are late in being delivered to the BIDDING COMMITTEE due to problems with the carrier or inadequate identification of the envelope will not be considered.

7.4.3 The envelopes may also be presented in person to the Bidding Committee in a public session.

8. PRICE PROPOSAL (ENVELOPE NO. 01)

8.1 The proposal and its forwarding must be in accordance with ANNEXES II and III, respectively, and will include:

8.1.1 Versions, according to the model set out in ANNEX II and Annex III;

8.1.2 The price proposal must be in US dollars, as per the models in ANNEXES II; and

8.2 The proposal must be written in English and printed electronically, in a single copy, without amendments, erasures, smudges, additions or interlineations, and must indicate the number of this BIDDING INVITATION, the identification and full address of the bidder and the qualification of the signatory, as per ANNEX III.

8.3 When formulating the proposal, bidders must calculate ALL costs related to the PURCHASE of the object, as well as costs related to the transfer of ownership of the vehicle, customs, tax, labour, social security and any type of transportation costs, making it clear that no subsequent claim seeking reimbursement of costs not considered in the quoted prices will be admitted.

9. QUALIFICATIONS (ENVELOPE Nº 02)

9.1 Bidders must submit the following documents in their qualification envelope

9.2 Legal Qualification:

9.2.1 Present evidence of the Federal Tax Identification Number, in the case of a Legal Entity;

9.2.2 Supplier's articles of incorporation, in the case of a Legal Entity;

9.2.3 Operating license, commercial registration or document authorizing the operation of the Legal Entity;

9.2.4 Identification Document, in the case of an Individual;

9.2.5 Telephone number and email of the CONTRACTED's PARTY contact person, from the beginning to the end of the process; and

9.2.6 The absence of any impediment to bidding or contracting with the Public Administration and full knowledge and acceptance of the rules and general conditions contained in the notice (Annex V).

9.3 The required documents will be valid in cases where there are expiration dates

9.4 No proof of delivery or official request for documents will be accepted in substitution for those required in this BIDDING NOTICE and its Annexes

9.5 Only individuals above legal age or emancipated, holders of an Identity Card, as well as legal entities regularly constituted may participate in the competition.

10. PROCEDURE FOR OPENING ENVELOPES

10.1 On the date, time and place indicated in this BIDDING NOTICE, in a public act, before the present bidders, the Contracting Agent and his Support Team will receive the sealed envelopes containing Envelopes No. 01 and No. 02, and will begin the bidding process.

10.1.1 Those interested in participating must meet the conditions required for QUALIFICATION (conditions to be presented through documents that will be included in ENVELOPE Nº 02) up to 72 (seventy-two) hours before the presentation of proposals.

10.2 Once the deadline for submitting documents has passed, no other documents will be received, nor will addendum or clarifications regarding the documentation or price proposal presented be accepted.

10.3 After identifying the bidders, the Bidding Committee will proceed to open Envelopes No. 01 - Price Proposal.

10.3.1 The contents of the envelopes must be initialled by the Contracting Agent and his Support Team and by the representatives of all bidders present.

10.3.2 Bidders' price proposals will be judged in accordance with the requirements established in this BIDDING NOTICE.

10.4 The qualification of bidders will be verified in accordance with this BIDDING NOTICE.

10.4.1 If the Bidding Committee deems it necessary, it may suspend the public session in order to analyze the documents presented by the bidders, then setting a new date and time for holding a new public meeting, informing all bidders.

10.4.1.1 Considering the above hypothesis, all qualification documents already initialled, and Envelopes No. 2 - Qualification Documents - initialled externally by the present bidders and by the members of the Bidding Committee, will remain under the custody of the Bidding Committee, until the qualification phase is completed.

10.5 Disqualified bidders will have Envelope 2 returned unopened.

10.6 After the qualification phase is over, bidders may not be disqualified for any reason related to the qualification process, except for supervening facts or facts only known after the proposals have been judged.

10.7 If all participants are disqualified due to lack of QUALIFICATION DOCUMENTATION or not, the Contracting Agent may establish a period of 5 (five) business days for the presentation of new documentation.

10.8 During all public events, detailed minutes will be drawn up and signed by the Contracting Agent, his Support Team and the legal representatives of the bidders present.

11. ANALYSIS OF PROPOSALS

11.1 The Commission will assess the compatibility:

11.1.1 of the items on the form submitted by the bidder with the items specified in Annex I; and

11.1.2 of the proposed price with the reference price (MINIMUM ACCEPTABLE OFFER present in Annex I to this Notice)

11.2 The proposal will be DISQUALIFIED:

11.2.1 Failure to comply with item 8 (Price Proposal) of this BIDDING NOTICE

11.2.2 It is imperfect or illegible, is not specific or has irregularities and flaws that make it difficult to review

11.2.3 That does not meet the minimum requirements of the specifications (ANNEX I);

11.2.4 Its feasibility has not been demonstrated, when required by the Administration;

11.2.5 Contain incurable defects;

11.2.6 It does not comply with any requirement established in this BIDDING NOTICE and its ANNEXES;

11.3 Any price proposal that does not meet the requirements of the previous items will be disqualified.

11.4 Any offer of advantage not provided for in the Bidding Notice, including subsidized or non-refundable financing, nor price or advantage based on the offers of other bidders will not be considered.

12. ANALYSIS OF QUALIFICATION DOCUMENTS

12.1 Participants will be disqualified if:

12.1.1 Submit expired documents and/or not properly updated and/or that do not meet the requirements established in this BIDDING NOTICE.

12.1.2 Include the price proposal inside Envelope No. 02.

12.2 Bidders will be notified of their qualification by means of publication of the Minutes. If the bidder's representative attends the public meeting at which the decision was made, the decision will be communicated directly to the representative and recorded in the Minutes.

13. WINNING BIDDER

13.1 Once full compliance with the specifications and conditions of this BIDDING NOTICE has been verified, the winner of the bidding process will be the one that, without causing any burden to the Union (Administration), offers the proposal with the HIGHEST VALUE.

13.2 Tiebreaker:

13.2.1 In the event of a tie, the Contracting Agent may grant a period of 5 (five) business days for tied bidders to submit a new bid, which must be higher than their previous bid. This procedure may be repeated by the Administration.

13.2.2 If the tie persists after the submission of the new proposal, the tiebreaker criteria will be the evaluation of the previous contractual performance of the bidders, for which registration records should preferably be used to certify compliance with obligations and finally a public draw will be held.

13.2.3 The public draw will be held on a date and time established by the Administration, to which all bidders will be invited.

13.3 Bidders will be notified of the bidding results by email and on CABE's website. (in accordance with articles 74 and 78, items II and XI, of Annex III of Ordinance GM-MD No. 5.175/21).

13.4 If the bidder's representative attends the public meeting at which the decision was made, the decision will be communicated directly to the representative and recorded in the minutes.

13.5 Once the winner has been declared, any bidder may, at the end of the public session, immediately and with reason, express their intention to appeal, at which point they will be granted a period of 02 (two) days to present the reasons for the appeal, with the other bidders being immediately notified to, if they wish, present counter-arguments within the same period, which will begin to count from the end of the appellant's period, and they will be assured immediate access to the elements essential to defending their interests.

13.6 The lack of immediate and reasoned expression by the bidder regarding the intention to appeal will result in the preclusion of the right to appeal.

13.7 The appeal should be sent to the email address bid@bace.org.uk, in writing, to the Brazilian Aeronautical Commission in Europe.

13.8 It is the responsibility of the Contracting Agent to receive, examine and decide on appeals, forwarding them to the competent authority when he maintains his decision.

13.9 The analysis of whether or not the appeal was received by the Contracting Agent will be limited to verifying the timeliness and the existence of motivation for the intention to appeal.

13.10 The acceptance of an appeal by the Contracting Agent or by the competent authority, as the case may be, will only result in the invalidation of those acts that cannot be used.

13.11 Appeals whose reasons are presented outside the legal deadlines will not be considered.

13.12 Appeals must be decided within 2 (two) days, and the decision will be published on the official website of the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE: <https://www2.fab.mil.br/cabe/index.php/bid/169-open-biddings>.

13.13 The bidder will be guaranteed access to the essential elements to defending his interests.

14. APPROVAL AND AWARD

14.1 Once the legal deadline has elapsed without any appeal being filed, or any appeals that may have been filed have been assessed and decided, the bidding process will be approved and its object will be awarded to the winning bidder.

14.2 By reasoned decision, the competent authority may:

14.2.1 Terminate the bidding process in order to take into account the public interest or administrative convenience, which results from a duly proven extraordinary fact, or cancel it due to illegality in the process, ensuring the right to adversarial proceedings and full defense; and

14.2.2 Cancel the award, if you have knowledge of a fact, prior or subsequent to the exchange of the bid, that demonstrates bad faith or compromises the administrative, technical or financial capacity or suitability of the Legal Entity or Individual declared the winner; there will be no right to any reparation or compensation for the same, safeguarding the right to adversarial proceedings and full defense.

14.3 Once the bidding process is closed, detailed minutes will be drawn up, which will include the product sold, as well as the corresponding identification of the bidder(s) and the work carried out in the bidding process, especially the relevant facts. The minutes will be signed at the end of the meeting by the Contracting Agent and the Support Team designated to monitor the session.

14.4 After approval of the bid, upon contracting, a Contract Term will be signed.

14.5 The successful tenderer will have a period of 5 (five) working days, counting from the date of the call, to renew the Contract Term, under penalty of losing the right to contract, without prejudice to the sanctions provided for in this Notice.

14.6 The deadline provided for in the previous subitem may be extended, for an equal period, upon justified request from the adjudicator and acceptance by the Administration

14.7 The contract is valid for 6 (six) months, starting on the date of the contract signature.

15. PAYMENT

15.1 The sold service vehicle (whose technical specifications are set out in ANNEX I of the **BIDDING INVITATION - COMPETITION Nº 007/CABE/2024**) will be delivered to the CONTRACTED PARTY, the winning purchaser of this bidding sale process, within 10 (ten) business days after the CONTRACTED PARTY makes full payment for the auction sale.

15.2 Vehicle collection is subject to confirmation of payment

15.3 After the Contract Term Extract is published by the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE, in the Official Gazette of the Union in Brazil, the Commission will carry out the necessary procedures with the competent Agencies in Indonesia to authorize the SALE of the vehicle.

15.4 As soon as the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE receives this authorization, it will notify the CONTRACTED PARTY. The CONTRACTED PARTY must make full payment of the amount corresponding to the sale and other charges arising from the property transfer transaction within 10 (ten) business days after this communication by the Brazilian Aeronautical Commission in Europe.

15.5 Full payment must be made in US dollars (US\$), by wire transfer to the Brazilian Aeronautical Commission's bank account in dollars in Europe, as detailed below.

Beneficiary: Brazilian Aeronautical Commission in Europe

Account Number: 2600261421

Sort Code: 40-50-47

Swift code: BRASGB2L

IBAN: GB82 BRAS 4050 4726 0026 21

15.6 The Defense, Naval and Aeronautical Attaché in Indonesia will assist in negotiations between the winner of the contest and CABE, providing detailed guidance on how to proceed with payment, if necessary.

15.7 It is important to emphasize that such payments are irrevocable, which means, they will not be refunded in case of withdrawal from the purchase, non-compliance with the Notice or any other reason.

16. OBLIGATIONS OF THE CONTRACTING AND CONTRACTED PARTIES

16.1 The obligations of the CONTRACTING PARTY and the CONTRACTED PARTY are established in the TERMS OF REFERENCE, in the BIDDING NOTICE and its ANNEXES.

17. ADMINISTRATIVE SANCTIONS

17.1 The CONTRACTED PARTY commits an administrative infraction if:

I - failing to submit the documentation required for the competition.

II - do not maintain the proposal, except as a result of a duly justified supervening fact.

III - cause the delay of the contracted party's obligations.

IV - present a false statement or documentation required for the bidding or provide a false statement during or after the bidding.

V - fraud the bid or committing a fraudulent act in the execution of the contract.

VI - behave inappropriately or commit fraud of any nature.

VII - carry out illegal acts with a view to frustrating the objectives of the bidding.

VIII - failure to pay for the sale within the period stipulated in this Notice.

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

17.2.1 **Warning**, for minor offenses, understood as those that do not cause significant harm to the object of the contract.

17.2.2 **Fine of 10% of the winning proposed value**, in cases of any other situation, which must be collected within a maximum period of 30 (thirty) days, counting from the date of receipt of the communication sent by the competent authority.

17.2.3 **Suspension of bidding and impediment of contracting with the body, entity or administrative unit through which the Public Administration operates and acts concretely, for a period of up to two years**, when the contracted party fails to fulfill the obligations assumed, committing serious, willful or fraudulent bad faith misconduct.

17.3 The fine penalty can be applied cumulatively with other sanctions.

17.4 The application of any of the penalties provided for will be carried out in an administrative process that will ensure the adversary and full defense of the bidder/contracted party.

17.5 The competent authority, when applying sanctions, will take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, observing the principle of proportionality

18. STATEMENT OF RESPONSIBILITY

18.1 The CONTRACTED PARTY (BID WINNER) upon receiving the SOLD good will sign a Term of Responsibility (Annex VI) which will contain the date and place of effective delivery of the good. From this moment on, the successful bidder will assume civil and criminal liability, other charges, fines, fees, taxes and duties arising from the goods delivered.

18.2 The winning CONTRACTED PARTY will be obliged to de-characterize the military signs and regularize them with the Competent, as well as their transfer, which must comply with the traffic legislation in force.

18.3 The CONTRACTED PARTY winning the bid will therefore assume all future obligations and expenses from the date of the Bid, including those arising from the mischaracterization of the vehicle.

18.4 The time for collection by the CONTRACTED PARTY winning the bid for the SOLD good will be from 1:30 pm to 4:00 pm (Monday to Thursday – Local time in Jakarta/Indonesia), excluding public holidays, however this period may be changed due to the needs of the Contractor, what will be communicated.

18.5 The goods and their documentation will be delivered personally to the CONTRACTED PARTY who won the bid or to his attorney, legally qualified by power of attorney, upon presentation of the Identity Card.

18.6 The winning CONTRACTED PARTY must collect the sold vehicle and vehicle documentation, within a maximum of 10 (ten) calendar days from the date of receipt of notification by electronic message (email) from the Contracting Agent, in order to allow the completion of the contracting process. transfer of ownership within the legal period. If there is no withdrawal within the period indicated in this item, the CONTRACTED PARTY who wins the bid will bear the burdens provided for by law, losing the right to acquisition and will be subject to administrative sanctions.

18.7 After removing the vehicle and its documentation, the CONTRACTED PARTY who wins the bid must take the mandatory measures to regularize the PURCHASE of the vehicle

18.8 It is prohibited for the CONTRACTED PARTY who wins the bid to assign, exchange, sell, or in any way negotiate their auctioned lots before collecting them from the locations indicated in this notice

19. FINAL PROVISIONS

19.1 BIDDERS must inspect the Aeronautical Attachment vehicle in Indonesia, which is being sold on the day and time set out in this Notice

19.2 Any clarifications arising from the provisions of this BIDDING NOTICE may be obtained by emailing bid@bace.org.uk, in writing, to the Brazilian Aeronautical Commission in Europe, up to 48 hours before submission of proposals.

19.3 All questions will be consolidated and answered in writing, via the email address bid@bace.org.uk, until the day before the public session of the Tender (Competition).

19.4 The interested party must carefully analyze the BIDDING NOTICE and its Annexes, as well as all instructions, terms and conditions presented, and familiarize themselves with all circumstances or details that may affect the assessment of costs and terms involved in carrying out the object of this process bidding

19.5 Companies participating in the bidding will be responsible for all costs associated with the preparation and presentation of their proposal. The Administration will not be responsible in any way for these costs, regardless of the procedures and results of the bidding.

19.6 The Aeronautical Commission in Europe is not responsible for any repairs or even arrangements for the removal and/or transportation of the goods purchased in this tender by the Contracting Party.

19.7 Participation in this bidding process implies full acceptance of the terms and conditions established in this TENDER NOTICE and its Annexes, as well as the obligation to comply with the provisions of this Notice

19.8 Any changes to this BIDDING NOTICE will require their disclosure in the same publication in which the original request was posted, with the initial deadline being postponed, except when the changes do not in any way affect the formulation of the proposals.

19.9 If it is not a business day or there is an event that prevents the bidding from taking place on the scheduled date, the session will automatically be rescheduled for the following business day, at the same time and place previously indicated, unless otherwise communicated by the Bidding Committee.

19.10 At any stage of the bidding process, the Contracting Agent and its Support Team may take steps to clarify or complement the process, as long as it does not imply the subsequent inclusion of any document or information that must be made available in the public bidding process.

19.11 Approval of the result of this bidding process does not imply the right to contract.

19.12 The CONTRACTED PARTY reserves the right to revoke or cancel the Bidding Process in cases clearly of public interest, for example:

19.12.1 When the changes to the BIDDING NOTICE are of such magnitude that a new BIDDING NOTICE is desirable

19.13 If this BIDDING NOTICE is cancelled, proposals received must be returned unopened to the bidders and notice of cancellation will be sent to all potential bidders to whom the BIDDING NOTICE was issued.

19.14 The preservation of the integrity of the bidding process requires that, after the opening of the BIDS, the award is made to the responsible bidder who submitted the HIGHEST BID and who is qualified according to the documents presented through ENVELOPE N° 02 – Qualification Documents, unless there is a compelling reason to reject all the BIDS and cancel the BIDDING INVITATION.

19.14.1 The BIDDING INVITATION may be revoked or voided and all bids rejected before award, but after opening, only when formally and in writing, by the Expenditure Officer of the Brazilian Aeronautical Commission in Europe, in the following circumstances:

19.14.1.1 Specifications have been revised

19.14.1.2 For other reasons, cancellation is clearly in the Brazilian public interest.

19.15 The deadlines established in this BIDDING NOTICE and its Annexes do not include the first day, but include the last.

19.16 The rules governing the bidding process will always be interpreted in a way that increases competition between bidders, as long as it does not harm the interests of the Administration (Brazilian Public Administration), or the principles of equal rights, the purpose and security of the contract.

19.17 In the event of any discrepancy between the provisions of this BIDDING NOTICE and the other documents of the bidding process, the BIDDING NOTICE shall prevail.

19.18 The Notice is available in full at the electronic address <https://www2.fab.mil.br/cabe/index.php/bid/169-open-biddings>

19.19 Any claim or dispute arising from this Bidding Process will be heard in the courts of Brazil and will be governed by English law. All bidders are subject to the jurisdiction of the Brazilian courts. This BIDDING INVITATION and the bidding process will be interpreted in accordance with the principles of Annex III of ORDINANCE GM-MD No. 5,175, of December 15, 2021 (Purchases abroad by the Air Force Command).

19.20 It is agreed between the parties that the language of this BIDDING NOTICE, for the purposes of documentation, correspondence and any other interests, will be English.

DRAFTED BY:

Vanessa Erler Martins Lehmann Ten Cel Int
Head of the Tenders and Contracts Division of BACE

APPROVED BY:

Marcelo Zampier Bussmann
Head of BACE

Annex I

Reference Term 06/SM/2024

Annex II

PRICE PROPOSAL MODEL

(On the bidder's letterhead)

Ref.: BIDDING INVITATION - COMPETITION N° 007/CABE/2024

To the Bidding Committee of the Brazilian Aeronautical Commission in Europe

I present my proposal for the acquisition of the vehicle subject to the SALE Bidding of the service vehicle described below, which will be completed by means of transfer of ownership, in the form of sale, WITHOUT CHARGE to the Administration.

Name of the BIDDER (Individual or Legal Entity): _____

ADDRESS of the BIDDER (Individual or Legal Entity): _____

REGISTRATION of the Individual (Passport or Identity Card with Nationality) or Legal Entity No.: _____

ITEM N°	DESCRIPTION	PROPOSED VALUE IN (US\$)	PROPOSED VALUE IN (US\$) IN WORDS:
01	Honda, model CR-V RM3 2.4 AT 2354cc, year 2013, having traveled 94,976 km until 06/13/2024	_____	_____ _____

I clarify and assume that:

- a) the quoted price includes all incidental and necessary costs and expenses, namely those of a tax nature, for the receipt of the vehicle purchased in this bid, completely free of impediment and without any type of restriction.
- b) this proposal is valid for 60 (sixty) days from the date of its submission; and
- c) I agree that the Honda vehicle, model CR-V RM3 2.4 AT 2354cc, year 2013, having traveled 94,976 km until 06/13/2024, whose technical specifications are listed in ANNEX I of the BIDDING INVITATION - COMPETITION No. 007/CABE/2024, will be delivered to the CONTRACTOR of this bidding after confirmation of the payment made by the Contractor.

_____ (city/country), ___ of ___ 2024.

Signature of authorised representative: _____

Name: _____

Position: _____

Passport or Identity Number and Nationality: _____

Annex III

**MODEL OF PROPOSAL LETTER
(On the proposer's letterhead)**

Ref.: BIDDING INVITATION - COMPETITION N° 007/CABE/2024

To the Bidding Committee of the Brazilian Aeronautical Commission in Europe

In compliance with **BIDDING INVITATION - COMPETITION N° 007/CABE/2024**, I present my proposal for the acquisition of the vehicle, in accordance with the technical specifications (Annex I of the Terms of Reference) contained in this Notice.

- a) I have received all the documents and information necessary to prepare the proposal;
- b) I have seen the vehicle to be purchased, and I consider the information received to be satisfactory and sufficient to prepare my proposal;
- c) I agree, without any restrictions, with the conditions set forth in the aforementioned Notice;
- d) I will inform this Military Organization of any eventual occurrence of any event that implies ANY change to the qualification of this signature; and
- e) the bearer of this Letter, Mr. _____, holder of the identity card or passport _____, is duly authorized to present all the necessary information and clarifications regarding my proposal.

_____ (city/country), ___ of ___ 2024.

Signature of authorised representative: _____

Name: _____

Position: _____

Passport or Identity Number and Nationality: _____

Annex IV
TEMPLATE FOR LEGAL REPRESENTATIVE COVER LETTER
(On the applicant's letterhead)

TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
RE: BIDDING INVITATION - COMPETITION N° 007/CABE/2024

REGISTRATION of the Individual (Passport or Identity Card with Nationality) or Legal Entity No.

Email for contact of the Individual or Legal Entity: _____
Telephone for contact of the Individual or Legal Entity: _____

Dear Sir/Madam,

I, _____, in accordance with the terms of **Bidding No. 007/CABE/2024**, recognize Mr./Mrs. _____ as our legal representative, identified by document No. _____, to whom we attribute the broadest powers, including the filing of appeals, when applicable, as well as committing, withdrawing, signing documents and minutes and performing all other acts in this Bidding.

I also declare full knowledge of all aspects related to this Bidding No. 007/CABE/2024.

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

_____ (city/country), ___ of ___ 2024.

Full name of the signing authority
BIDDERS identification

(Please present a valid original ID or Passport of the Legal Representative along with this declaration)

Annex V

BIDDER DECLARATION MODEL
(On the applicant's letterhead)

TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

RE: INVITATION FOR BIDDING - COMPETITION N° 007/CABE/2024

ADDRESS of the Individual (Passport or Identity Card with Nationality) or Legal Entity No:

REGISTRATION of the Individual (Passport or Identity Card with Nationality) or Legal Entity No:

DECLARATION

I, _____, holder of valid identity document/passport no. _____, Owner/Partner or Director of _____ (if applicable) declare that this company (Legal Entity)/Individual is not in bankruptcy, insolvency, suspended or prevented from bidding or carrying out any commercial transaction with the Brazilian Public Administration.

I also declare that I am aware of the full content of COMPETITION NO. 007/CABE/2024 and its Annexes, and that I fully accept and submit to the conditions and requirements contained therein, as well as to the legislation pertinent to the matter.

A copy of my valid identity document/passport is attached.

_____ (city/country), ___ of ___ 2024.

Signature of authorised representative: _____

Name: _____

Position: _____

Passport or Identity Number and Nationality: _____

Annex VI

LIABILITY STATEMENT

RE: INVITATION FOR BIDDING - COMPETITION N° 007/CABE/2024

ADDRESS of the Individual (Passport or Identity Card with Nationality) or Legal Entity No:

REGISTRATION of the Individual (Passport or Identity Card with Nationality) or Legal Entity No:

I, _____, holder of valid identity document/passport no. _____, Owner/Partner or Director of _____ (if applicable) receive the PURCHASED good on _____ of _____, 2024.

From this moment on, I assume civil and criminal liability, other charges, fines, fees, taxes and duties arising from the good now received.

_____ (city/country), ___ of ___ 2024.

Signature of authorised representative: _____

Name: _____

Position: _____

Passport or Identity Number and Nationality: _____



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Edital de Licitação - Concorrência Nº 007/CABE/2024 - Inglês
Data/Hora de Criação:	10/12/2024 12:41:33
Páginas do Documento:	16
Páginas Totais (Doc. + Ass.)	17
Hash MD5:	7379b0856053186b7b9d7327f26cff4f
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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

Assinado via ASSINATURA CADASTRAL por Ten Cel Int RODRIGO ALVES DE NOVAES no dia 10/12/2024 às 13:19:58 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel MARCELO ZAMPIER BUSSMANN no dia 11/12/2024 às 11:42:01 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int VANESSA ERLER MARTINS LEHMANN no dia 11/12/2024 às 14:34:54 no horário oficial de Brasília.



MINISTRY OF DEFENSE
AIR FORCE COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

TERMS OF REFERENCE 06/SM/2024

1 PREAMBLE

- 1.1** The objective of this Terms of Reference is the ALIENATION of the service vehicle, described in ANNEX I, which is idle at the Defense, Naval, and Aeronautical Attaché in Indonesia.
- 1.2** The ALIENATION will be carried out through the transfer of ownership, in the form of a sale, WITHOUT BURDEN to the Administration.
- 1.3** DEFINITIONS
- 1.3.1** To facilitate the understanding of the terminology and simplify the composition of the text, the following abbreviations and expressions were adopted, followed by their definitions below:
- 1.3.1.1 CABE** – Brazilian Aeronautical Commission in Europe
- 1.3.1.2 COMAER** – Air Force Command
- 1.3.1.3 CONTRACTED PARTY** – Legal or Natural Person winning the Bid, also called the winning acquirer or acquirer
- 1.3.1.4 CONTRACTING PARTY** – Brazilian Aeronautical Commission in Europe
- 1.3.1.5 PAG** – Administrative Management Process
- 1.3.1.6 ADIND** – Defense, Naval, and Aeronautical Attaché in Indonesia

2 OBJECT

- 2.1** The object of this bidding process is the sale, based on the HIGHEST BID, of 1 Honda vehicle, model CR-V RM3 2.4 AT 2354cc, year 2013, acquired on 09/02/2014, for US\$ 28,803.87, having traveled 94,976 km by 06/13/2024, owned by the Defense, Naval, and Aeronautical Attaché in Indonesia, identified in ANNEX I.
- 2.2** The specified vehicle will be sold "as is," implying that the BIDDER has examined the vehicle and all provided documentation before offering a price, without being subject to any form of subsequent complaint regarding its condition or difficulty in removal.



- 2.3** Legal or Natural Persons who have a business activity compatible with the object of this document and are previously registered, or who meet all the conditions required for registration, up to 72 (seventy-two) hours before the submission of proposals, may participate in this COMPETITION.
- 2.4** The minimum acceptable offer of US\$ 2,500, to be offered by the participants in the bidding, was determined based on the lowest offer raised by the Attaché in Indonesia and is established as follows:

EA	ITEM	REFERENCE PRICE MINIMUM ACCEPTABLE OFFER
01	Honda, model CR-V RM3 2.4 AT 2354cc, year 2013, having traveled 94,976 km by 13 jun 2024	US\$ 2,500.00

3 ALIENATION SPECIFICATION

- 3.1** The CONTRACTED PARTY will be responsible for any and all expenses arising from participation in the present bidding in this Terms of Reference, including costs with the dispatch agent, registration, and issuance of the sold vehicle's documents.
- 3.1.1** The CONTRACTED PARTY must comply with delivery deadlines, considering that the vehicle owned by ADIND, which will be SOLD, will remain at the Attaché, in use and safeguarded, while the Contracting Party awaits payment from the Contracted Party so that the vehicle can be released for delivery to the Contracted Party.
- 3.1.2** FORCE MAJEURE events may include the following::
- 3.1.2.1** War;
- 3.1.2.2** Catastrophic environmental risks, such as fires, hurricanes, or similar events beyond the CONTRACTED PARTY's control; and
- 3.1.2.3** Public calamity.

4 APPLICATION REGIME

- 4.1** The object of this Terms of Reference must be contracted based on the HIGHEST BID criterion. The Bidding Modality applied for the alienation is COMPETITION, based on § 1º of art. 20 of Ordinance GM-MD 5.175/2021.



5 PRICE PROPOSAL

- 5.1 The proposal to be submitted to CABE must comply with the BIDDING NOTICE.
- 5.2 The proposal and its submission must be written in English and printed in a single copy, without erasures, smudges, blurs, additions, or interlineations. They must also indicate the BIDDING NOTICE number, the identification and full address of the proposer, and the qualification of the signatory, and cannot be altered from the published model.
- 5.3 In formulating the proposal, proposers must calculate all related costs for the SALE, including fiscal, labor, social security costs, and any type of transportation, to receive the vehicle completely free of impediment and without any restrictions, at the headquarters of the Defense, Naval, and Aeronautical Attaché (Wisma Mulia 2, Suite 2701, 27th Floor. Jalan Jend. Gatot Subroto, N° 40. Kiiningan Barat, Mampang Prapatan. Jakarta Selatan – 12710).
- 5.4 No subsequent claim will be admitted seeking reimbursement of costs not considered in the prices quoted and sent in the CONTRACTED PARTY's proposal.

6 TERMS

6.1 DELIVERY OF THE ALIENATED VEHICLE FROM THE CONTRACTING PARTY TO THE CONTRACTED PARTY

- 6.1.1 The alienated service vehicle will be delivered to the CONTRACTED PARTY, the winning acquirer of this Alienation process, within 10 (ten) business days after the CONTRACTED PARTY makes the full payment regarding the alienation bid..

6.2 PAYMENT

- 6.2.1 The Honda vehicle, model CR-V RM3 2.4 AT 2354cc, year 2013, acquired on 09/02/2014, having traveled 94,976 km by 06/13/2024, whose technical specifications are in ANNEX I, will be delivered to the CONTRACTED PARTY after payment..

6.2.2 The full payment regarding the alienation bid must be made exclusively within a maximum period of 5 (five) business days and in US dollars (US\$) by bank transfer (wire transfer), in cash. The Defense, Naval, and Aeronautical Attaché in Indonesia will mediate the dealings between the auction winner and CABE, providing detailed instructions on how to proceed with the payment.

- 6.2.3 The vehicle's removal is conditioned upon payment confirmation.



7 OBLIGATIONS

7.1 OBLIGATIONS OF THE CONTRACTING PARTY:

7.1.1 Provide relevant information and clarifications that may be requested by the CONTRACTED PARTY's representative.

7.1.2 Monitor the execution of the Contracted Party's obligations..

7.2 OBLIGATIONS OF THE CONTRACTED PARTY:

7.2.1 Cover the expenses arising from the service execution, including necessary equipment, transportation, accident insurance, taxes, social security contributions, labor charges, any other dues, and others that may be created and required by pertinent legislation.

7.2.2 Adopt all safety criteria for employees and services.

7.2.3 Partial or total non-compliance with the responsibilities assumed by the CONTRACTED PARTY will result in the application of administrative sanctions, provided for in this process, including fines, and may culminate in the cancellation of the bidding result.

8 ESTIMATED BUDGET

8.1 Not applicable, as this alienation process is at no cost to the Administration..

9 BUDGET ALLOCATION

9.1 Not applicable.

10 FINAL PROVISIONS

10.1 The CONTRACTED PARTY must be accessible daily to the CONTRACTING PARTY, via phone/cell of a representative, for possible coordination/information exchange, between 8 AM and 5 PM (London time).

10.2 Omissions should be referred to the CONTRACTING PARTY..

11 ANNEX

11.1 ANNEX I – TECHNICAL SPECIFICATIONS OF THE VEHICLE TO BE DELIVERED BY ADIND



London, as per digital signature.

Prepared by:

MARCEL LUIZ RODRIGUES DE OLIVEIRA Maj Av
President of the Alienation Process Planning Team of CABE
(ORDER CABE No. 71/ACI, Dated July 8, 2024)

Approved by:

MARCELO ZAMPIER BUSSMANN Cel Av
Expense Approver



ANNEX I

TECHNICAL SPECIFICATIONS OF THE VEHICLE TO BE DELIVERED BY ADIND

Annex D – Vehicle Inspection Form Template – VIF

OM: BRAZILIAN DEFENSE, NAVY AND AIR FORCE ATTACHÉ IN INDONESIA			INSPECTION DATE: 13/06/2024			INSPECTION TIME: 11:20					
BATCH:			FAB REG:			CHASSIS:					
VEHICLE REGISTRATION NUMBER: 1424499RM37D4002-006			ODOMETER: 94,976 KM			FUEL: GASOLINE					
MARK: HONDA		MODEL/TYPE: CR-V RM3 2.4 AT 2354CC		YEAR OF MANUFACTURE: 2013		COLOR: SILVER		PLATE: CD 36 06			
NOMENCLATURE			GENERAL CONDITION OF THE VEHICLE				MOVEMENT CONDITIONS				
AV = DAMAGED	F = MISSING	OK = NO FAULT	X	EXCELLENT	GOOD	REGULAR	SCRAP	X	YES	NO	
AV	F	OK	AV	F	OK	AV	F	OK	AV	F	OK
1											
2											
3											
4											
5											
6											
7											
8											
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31											
32											
33											
34											
35											
36											
37											
TIRES			LACK	GOOD	BAD	MARK	WHEELS		LACK	IRON	LEAGUE
RIGHT FRONT				X			RIGHT FRONT				X
LEFT FRONT				X			LEFT FRONT				X
REAR RIGHT				X			REAR RIGHT				X
LEFT REAR				X			LEFT REAR				X
SPARE				X			SPARE				X

AMOUNT OF KEYS:	02	VEHICLE REGISTRATION (YEAR):	2023/ 2026
ENGINE DECAL:	CHASSIS DECAL:		

Note: 1. The original documents (CRV and CRLV) must be kept at the OM until the vehicle(s) are delivered to the successful bidder(s).

2. The OM holder must attach a copy of the aforementioned documents to this IVF.

I DECLARE THAT I AGREE WITH THE INFORMATION DESCRIBED ABOVE:

PERLA PALOMA LEVANHAGEM ALARCON SANTANA – SO SEF



MINISTÉRIO DA DEFESA COMANDO DA AERONÁUTICA
CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Anexo D – Modelo de Ficha de Inspeção de Veículo – FIV
Data/Hora de Criação:	12/07/2024 09:53:11
Páginas do Documento:	1
Páginas Totais (Doc. + Ass.)	2
Hash MD5:	94fd5c5b4fc9c7bd040787d29b035829
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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

Assinado via ASSINATURA CADASTRAL por Suboficial PERLA PALOMA LEVENHAGEM ALARCON SANTANA no dia 12/07/2024 às 19:30:04 no horário oficial de Brasília.



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Termo de Referência nº 006/SM/2024 - Inglês
Data/Hora de Criação:	06/12/2024 11:52:24
Páginas do Documento:	7
Páginas Totais (Doc. + Ass.)	8
Hash MD5:	d0097ad0abc87b31c9dd26ddd6882a4f
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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

Assinado via ASSINATURA CADASTRAL por Major MARCEL LUIZ RODRIGUES DE OLIVEIRA no dia 06/12/2024 às 13:43:01 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int RODRIGO ALVES DE NOVAES no dia 10/12/2024 às 13:19:58 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel MARCELO ZAMPIER BUSSMANN no dia 11/12/2024 às 11:42:01 no horário oficial de Brasília.

**ANNEX VII
CONTRAT DRAFT**

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

Contrat nº ___/CABE/2024

PAG nº 67103.240182/2024-58

The parties qualified below met at the Brazilian Aeronautical Commission in Europe - CABE, to contract under the following conditions, declaring that they are subject to the Clauses and conventions stipulated in this CONTRACT, which are based on the GM-MD Ordinance nº 5.175/2021.

I- CONTRACTING PARTY: Federative Republic of Brazil - Union, Ministry of Defense, through the Aeronautics Command (COMAER), represented by the Brazilian Aeronautical Commission in Europe, located at 16 Great James Street, London, United Kingdom, WC1N 3DP, registered with the CNPJ under No. 00.394.429/0042-89, in the figure of its Expenses Authorizer,, CPF no., appointed to the role of BACE Expenses Authorizer by Decree, published in the Brazilian Official Gazette.

II - CONTRACTED:, established at (full address), hereby represented by Mr., (nationality), (marital status), (profession), holder of identity card (passport) No., and CPF No., resident and domiciled at.....

1. CLAUSE ONE – OBJECT AND TERM

1.1. The object of this Contract Term is the sale of the service vehicle, which is idle in the Defense, Naval and Aeronautical Attachment in Indonesia, in accordance with the specifications contained and described in the Term of Reference 06/SM/2024, attached to the Bidding Notice.

1.2. This Contract Term is linked to the Bidding Notice nº 007/CABE/2024 and the winning proposal, regardless of transcription.

1.3. The contract is valid for 6 (six) months, starting on the date of contract signature.

1.4. The validity period may be extended, upon written justification and previously authorized by the competent authority and in the event of at least one of the situations below:

1.4.1 occurrence of an exceptional or unpredictable fact, beyond the control of the parties, which fundamentally modifies the conditions for executing the contract;

1.4.2 interruption of the contract execution or reduction in the pace of work by order and in the interests of the Administration;

1.4.3 impediment to the contract execution due to a fact or act of a third party recognized by the Administration in a document contemporaneous with its occurrence;

1.4.4 omission or delay of measures under the responsibility of the Administration.

2. CLAUSE TWO – PRICE

2.1. The value of this Contract Term is USD _____ (_____), equivalent to the auction value of the vehicle Honda, model CR-V RM3 2.4 AT 2354cc, year 2013, having travelled 94.976 km until 13/06/2024.

2.2. The value of item 2.1 does not include additional expenses of the contractor related to the sale, such as transportation, travel, freight, insurance, taxes, fees, possible storage expenses or any other expenses related to the purchased goods.

3. THIRD CLAUSE – PAYMENT

3.1. Payment deadline and other conditions relating to it can be found in Bidding Notice No. 007/CABE/2024.

4. CLAUSE FOUR - DELIVERY AND RECEIPT OF THE OBJECT

4.1. The conditions for delivery and receipt of the sold vehicle are those set out in Bidding Notice No. 007/CABE/2024.

5. CLAUSE FIVE – OBLIGATIONS OF THE CONTRACTED PARTY AND THE CONTRACTING PARTY

5.1. It is up to the CONTRACTED PARTY to remove the vehicle from the storage facilities at the Defense, Naval and Aeronautical Office in Indonesia, within the period established in Bidding Notice no. 007/CABE/2024.

5.2 It is up to the CONTRACTING PARTY to deliver the vehicle upon proof of the conditions required for delivery, as provided for in Bidding Notice No. 007/CABE/2024.

6. CLAUSE SIX – ADMINISTRATIVE SANCTIONS

6.1. The sanctions applicable to this contract are those provided for in Bidding Notice No. 007/CABE/2024.

7. CLAUSE SEVEN – TERMINATION

7.1 The following situations will constitute grounds for terminating the contract, which must be formally motivated in the case file:

I- non-compliance or irregular compliance with public notice standards or contractual clauses, specifications, projects or deadlines;

II- failure to comply with regular orders issued by the authority designated to monitor and supervise its execution or by a higher authority;

III - social change or modification of the contracted's purpose or structure that restricts its ability to complete the contract;

IV - declaration of bankruptcy or civil insolvency, dissolution of the company or death of the contracted;

V - Act of God or force majeure, regularly proven, preventing the execution of the contract.

VI - reasons of public interest, justified by the highest authority of the contracting body or entity;

7.2 The contracted party will have the right to terminate the contract if it is impossible for the Contracting Party to deliver the vehicle.

7.3 The hypothesis of termination referred to in item 7.2 will not be accepted in the case of public calamity, serious disturbance of internal order or war, as well as when they result from an act or fact that the contractor has carried out, in which he has participated or to which has contributed.

7.4 When termination is due to Administration exclusive fault, the contracted party will be compensated for the regularly proven losses suffered.

8. CLAUSE EIGHT – OMITTED CASES

8.1. Omitted cases will be decided by the CONTRACTING PARTY.

9. CLAUSE NINE– PUBLICATION

9.1 The CONTRACTING PARTY shall be responsible for publishing this instrument in the Brazilian Official Gazette of the Union within 20 (twenty) working days.

10. CLAUSE TEN – JURISDICTION

10.1. The London - England Forum was elected to resolve disputes relating to contractual issues.

And, by being so agreed, the parties declare to accept all the provisions established in the Clauses of this CONTRACT which, after read and judged accordingly, is signed by their representatives and witnesses below.

ANEXOS: a) CONTRACTED PARTY's Price Proposal; and

b) BIDDING NOTICE - COMPETITION No. 007/CABE/2024.

London, 2024.

Signatures:

CONTRACTING PARTY

CONTRACTED PARTY

Witness signatures:



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Minuta de Contrato - Inglês
Data/Hora de Criação:	09/12/2024 10:27:10
Páginas do Documento:	4
Páginas Totais (Doc. + Ass.)	5
Hash MD5:	7ab796534b38be4aea40afca9b0da27b
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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

Assinado via ASSINATURA CADASTRAL por Ten Cel Int RODRIGO ALVES DE NOVAES no dia 10/12/2024 às 13:19:58 no horário oficial de Brasília.