

**ANNEX III**

**BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**



**CONTRACT XXX/CABW/20XX**

**INVITATION FOR BID 205526/CABW/2020**

**PAG 67102.205526/2020-69**



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PAG Nº: **67102.205526/2020-69**  
CONTRACT Nº **XXX/CABW/20XX**

CONTRACT FOR **TRAVEL AGENCY SERVICES**, INCLUDING THE ISSUANCE, REBOOKING AND CANCELLATION OF DOMESTIC AND INTERNATIONAL AIRLINE TICKETS, WHICH THE BRAZILIAN GOVERNMENT HEREBY ENTERS INTO, THROUGH THE BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON, AND THE COMPANY **XXXXXXXXXXXXXXXXXXXXXX**.

The Brazilian Government, through the Brazilian Aeronautical Commission in Washington, with main offices located at **1701 22<sup>nd</sup> St N.W. Washington, D.C. 20008**, represented herein by **Col Roberto Martire Pires**, in the use of his legal attributions, as per Directive nº 50, issued by the Ministry of Aeronautics on January 29, 1953, and as per Art.61 of Brazilian Federal Law nº 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company **XXXX**, with main offices located at **XXXX**, ZIP **XXXX**, in the Municipality **XXXX**, hereinafter referred to as the CONTRACTED PARTY, represented herein by Mr. **XXXX**, bearer of ID nº **XXXX**, and bearing in mind the content of PAG nº **67102.150697/2015-86**, and the final result of the **Invitation to Bid nº 205526/CABW/2020**, based on the principles of Law nº 8,666/93, and related legislation, hereby decide to enter into this agreement and execute this instrument, in accordance with the following terms and conditions:

**1 CLAUSE - OBJECT**

**1.1.** The Object of this Contract is the service of issuing, rebooking and cancelling air tickets of domestic and international flights, via Travel Agency (CONTRACTED PARTY), in order to provide air transportation supporting to work activities of its military and civilian personnel, the service trips request of Brazilian Defense and Air Attaché in USA/Canada, and the necessities of the Brazilian Air Force military and civilians, with their dependents, at the end of their duty



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activities abroad in the Americas, when returning to Brazil, as a service to be refunded, based in the selection of the LOWEST UNIT PRICE of BOOKING FEE offered by the CONTRACTED PARTY, in accordance with terms, quantities, and other applicable requirements established in the BASIC PROJECT nº 17/CABW/2015, attached hereto as Annex II, and other clauses and annexes of this CONTRACT.

**1.1.1.** Occasionally, if there is a specific demand for train tickets OR buses tickets for domestic travel in the USA, supporting the activities of the BACW or the Air Attaché's Office, the CONTRACTED PARTY shall be also capable of issuing it, being paid with the same value contracted for the issuance, rebooking and cancellation of air tickets.

**1.2.** The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

**ANNEX I** – PHYSICAL AND FINANCIAL SCHEDULE.

**ANNEX II** - BASIC PROJECT; and

**ANNEX III** – PRICE PROPOSAL

**2 CLAUSE - PERFORMANCE**

**2.1** The services contracted shall be performed on the basis of indirect execution and Lowest Unit Price.

**3 CLAUSE - LANGUAGE**

**3.1** It is hereby agreed by the parties that the language of this CONTRACT, for the purpose of documentation, correspondence, and any other interests shall be English.

**4 CLAUSE - CONDITION TO PROVIDING SERVICE**

**4.1** The services shall be performed by the CONTRACTED PARTY as described herein and in accordance with the Basic Project, Annex I.

**4.2** The CONTRACTED PARTY shall maintain all the conditions for qualification during the bidding process throughout the validity of this CONTRACT.

**5 CLAUSE - OBLIGATIONS**

**5.1** In addition to that set forth in the Basic Project, Annex I, The CONTRACTED PARTY shall be required to:



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- 5.1.1** Perform services in accordance with the specifications in the Basic Project and its proposal, with the resources necessary for full compliance with the provisions of the CONTRACT;
- 5.1.2** Strictly observe specifications and instructions contained in the Invitation for Bid, and provide materials, equipment, tools and appliances necessary;
- 5.1.3** Bear all civil liability for each and every material and for damages caused by action or omission on the part of its employees, workers, agents, or representatives, whether intentionally or not, before the Brazilian Government (Brazilian Air Force Command) and other third parties;
- 5.1.4** Use qualified employees who have essential knowledge of the services that will be performed in accordance with the rules and regulations in effect;
- 5.1.5** Be responsible for all labor, social, and tax obligations, as well as for any other duties or obligations provided for under specific legislation, the violation of which shall not carry a liability to the CONTRACTING PARTY;
- 5.1.6** Instruct its employees on the need to follow the guidelines provided by the CONTRACTING PARTY, including with regard to Internal Regulations, if any;
- 5.1.7** Report to the CONTRACTING PARTY each and every irregularity noticed during the provision of services;
- 5.1.8** Maintain throughout the term of the Contract, consistent with the obligations assumed, all conditions of eligibility and qualification required in the bidding process;
- 5.1.9** Not transfer to third parties, in any way, not even partially, any of the responsibilities assumed;
- 5.1.10** Be responsible for any costs resulting from any possible mistakes made in calculating the quantitative items in its proposal, including with regard to variable costs associated with future and uncertain facts, being responsible for covering those items should what was initially provided for in its proposal not be enough to perform the object of the bidding process, except should any of the events be listed under items of § 1, Article 57, of Law nº 8,666/93 (Brazil);
- 5.1.11** All services performed by the CONTRACTED PARTY shall be the responsibility of the CONTRACTED PARTY and shall be performed in accordance with the CONTRACT;



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**5.1.12** Any type of damage or loss, whether direct or indirect, that is caused by the CONTRACTED PARTY or a third party arising from the performance of the CONTRACT shall be the responsibility of the CONTRACTED PARTY;

**5.1.13** The CONTRACTED PARTY shall not perform any extra service without first providing an estimated budget, which is to be formally authorized by the CONTRACTING PARTY;

**5.1.14** The CONTRACTED PARTY shall appoint a Manager for the purpose of overall management of the activities/services, following up on the CONTRACT and representation with the CONTRACT Supervisor;

**5.1.15** The CONTRACTED PARTY shall comply with all the deadlines provided in the CONTRACT;

**5.1.16** Comply with all the CONTRACT Supervisor's requirements, especially those related to deadlines, performance and conclusion of the contracted services, as well as the requirements related to the services under special deadline, priority and emergency;

**5.1.17** Abide by BACW's business hours, and according to its convenience or need for any change, communicate the change to the CONTRACT Supervisor, with at least 24 (twenty four) hours in advance;

**5.1.18** Be responsible for any claims and financial burden that may arise from any law suits, or damage caused directly or indirectly by the CONTRACTED PARTY, and that may possibly be argued against BACW, by third parties;

**5.1.19** Execute, with precision and safety, all the services described, displayed or mentioned in the Basic Project, providing all materials, labor, equipment needed;

**5.1.20** Communicate, in writing to BACW, any and all information related to any errors, mistakes or flaws found in the Basic Project, not fitting the incorrect execution, due to flaws or mistakes;

**5.1.21** Be liable for any damage caused to the BACW or to third parties resulting from the execution of the services; and

**5.1.22** Use of adequate equipment and tools, to allow for a good execution of the services, and utilize efficient and safe work methods.

**5.2** The CONTRACTING PARTY shall be required to:

**5.2.1** The CONTRACTING PARTY, through the assistance of the CONTRACT Supervisor, duly designated for that function, shall:



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**5.2.1.1** Appoint a Receiving Commission (COMREC), through Internal document, consisting of at least 03 (three) BACW employees, to carry out receipt of the qualitative and quantitative object of the CONTRACT;

**5.2.1.2** Provide all the conditions for the CONTRACTED PARTY to be able to perform its services in accordance with the provision of the CONTRACT, the Invitation to Bid and its Annexes, and particularly the Basic Project;

**5.2.1.3** Require compliance with all obligations assumed by the CONTRACTED PARTY in accordance with the provisions of the CONTRACT and the terms and conditions of its proposal;

**5.2.1.4** Provide supervision of services by an official specifically designated for that purpose, who shall record in his own log any flaws found;

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

**5.2.1.6** Pay the CONTRACTED PARTY the amount due for the provision of services, as established in the CONTRACT through the receipt and acceptance of an INVOICE; and

**5.2.1.7** See to it that, throughout the term of the CONTRACT, all conditions of eligibility and qualifications required in the bidding process are maintained, consistent with the obligations assumed by the CONTRACTED PARTY.

**6 CLAUSE – DISCRIMINATION OF SERVICE**

**6.1** The services shall be performed by the CONTRACTED PARTY as described herein and in the Basic Project, Annex I.

**7 CLAUSE – AMOUNT OF THE CONTRACT**

**7.1** The maximum total amount of the CONTRACT is **US\$XXXX (XXXX)**, being initially provided the value of US\$ XXXX (XXXX) through **Purchase Order nº XXXXXXXX**, being the remaining US\$ XXXX (XXXX), the complement for the above mentioned Purchase Order.

**7.1.1** The maximum total amount includes all costs arising from the performance of the CONTRACT, whether direct or indirect, not being limited to what it is described below: all inputs such as **Booking Fee of US\$ XXXX**, reimbursement of air ticket cost, fees and/or taxes, social contributions, expenses, insurance, transportation, labor, social security, fiscal,



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and commercial amounts that are due, administration fees, materials, insurance, and all other fees necessary for full compliance with the object of the CONTRACT.

## **8 CLAUSE – FINANCIAL GUARANTEE**

**8.1** The provision of a financial guarantee is not required for this Contract.

## **9 CLAUSE – TERM, EXTENSION, AND DEADLINES**

### **9.1 Term of Validity**

**9.1.1** The validity of the Contract will start upon its execution by BACW's Chief on Contract and shall be in effect for a period of 12 (twelve) month, and may be renewed by an additional 12 (twelve) month terms up to a maximum overall duration of 60 (sixty) months upon the execution of written amendments by both parties.

### **9.2 Start of the service**

**9.2.1** The execution of the service will start only after CONTRACTED PARTY receives a Service Order signed by BACW's Chief.

### **9.3 Extending the Contract**

**9.3.1** The CONTRACTED PARTY does not have the right to unilaterally extend the Contract. The Contract may only be extended by agreement between the parties and the signing of an Amendment.

## **10. CLAUSE – PAYMENT**

**10.1.** The deadline for payment shall be within **thirty (30) calendar days** from the date the term of receipt is issued by the RECEIVING COMMISSION (COMREC).

**10.2.** An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

**10.2.1.** Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY, along with any other documents required by CONTRACTING PARTY.

**10.2.2.** The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services actually performed; and

**10.2.3.** In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation.





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In this case, the deadline for payment shall take effect after it is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

**10.3.** Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.

**10.4.** The date of payment shall be considered the date when the bank order of payment is actually made.

**10.5.** The CONTRACTING PARTY shall not be responsible for any expenses that may be made by the CONTRACTED PARTY that have not been agreed to in the Contract.

### **11. CLAUSE – PRICE ADJUSTMENT**

**11.1.** Prices shall be firm and fixed (FFP) during the first 12 months of execution of the contract. After that, in case of renewing the contract, all portions of the price may be adjusted based upon a formal proposal put forward by one of the Parties cited in the CONTRACT, and only after the period of 12 months from the signing of the contract or from the last adjustment, but the adjustment must be preceded by indexes/indicators that evidence the need, as well as the demonstration of costs in a spreadsheet.

**11.2.** The presentation of a price adjustment proposal by one party does not obligate the CONTRACTING PARTY to accept the proposal. Either party may opt to not extend the CONTRACT for 12 more months.

**11.3.** The CPI, Consumer Price Index issued by the Bureau of Labor Statistics, and published by the Federal Reserve Bank will be the rate utilized by the CONTRACTING PARTY to analyze the request of adjustment of the BOOKING FEE by the CONTRACTED PARTY, if presented.

### **12. CLAUSE – BUDGETARY APPROPRIATION**

**12.1.** The expenses for this contract shall be covered with resources of Plan of Action of Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

**12.2.** These resources will come from the following funds:

**12.2.1.** ND 33.90.33 (expenses with personnel transportation) from the Budget that sustains the activities of BACW;

**12.2.2.** ND 33.90.33 (expenses with personnel transportation) from the Budget that sustains the activities of the Brazilian Defense and Air Attaché's Office in USA/Canada;  
and



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**12.2.3.** ND 33.90.33 (expenses with personnel transportation) from SDEE, supporting Brazilian Air Force military and civilians, with their families, when returning from foreign missions in North, Central and South Americas. Description of the resources: item 33.90.39 – Services, Action 2004, received by the BACW from the General Commando of Personnel (COMGEP).

**13. CLAUSE – SUPERVISION AND RECEIVING**

**13.1. SUPERVISION**

**13.1.1.** The performance of the contracted object will be subject to follow up, monitoring and assessment by the Supervisor of the CONTRACTING PARTY, as follows

**13.1.2.** Following up, monitoring and assessing, as described in this item, does not alter the CONTRACTED PARTY's responsibility, nor does it confer upon the CONTRACTING PARTY any responsibility, including vis-à-vis third parties, for any irregularities or damages in the performance of the contracted object.

**13.1.3.** The CONTRACTING PARTY reserves the right to reject, in whole or in part, any object contracted that is not provided in accordance with this Invitation to Bid, its Annexes, and the Contract.

**13.1.4.** The determinations and requests made by the Supervisor of the CONTRACTING PARTY in charge of monitoring the Contract shall be immediately met by the CONTRACTED PARTY, or otherwise justified in writing.

**13.1.5.** Verification of adequacy in the provision of the services shall be carried out based on the criteria provided for in the BASIC PROJECT

**13.2. RECEIPT OF THE OBJECT.**

**13.2.1.** The services that are the object of the BASIC PROJECT shall be received by the Receiving Commission (COMREC);

**13.2.2. It is the responsibility of the Receiving Commission to:**

- a) Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;
- b) Receive products or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;
- c) Once approved, the invoices are sent to BACW's Contract Department, followed by a Statement of Receipt, within 5 (five) days. If there is any discrepancy, the invoice shall be returned to the CONTRACTED PARTY for



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corrections, along with a letter explaining the reasons why it was returned, and

d) All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT Supervisor for approval and/or a determination must be approved by the Chief of BACW

#### **14. CHANGES TO THE CONTRACT**

**14.1.** Pursuant to Article 65, § 1, of Law n° 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction of products or services, that may be necessary, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

**14.1.1.** Deductions in the amount that exceeds the limit of twenty-five percent (25%) of the Contract shall only be done when both parties are in agreement.

**14.1.2.** Increases above 25% can never be accepted, but the total amount of the CONTRACT may decrease by more than 25% (twenty five percent) given the possibility of execution being less than the amount estimated by BACW, due to the needs of the CONTRACTING PARTY. The submission of the proposal in the Bidding Process constitutes acceptance of this condition by both parties, providing that the CONTRACTED PARTY accepts that the value of the Contract may so decreased by the CONTRACTING PARTY at its discretion and that such decrease may be more than 25%.

#### **15 CLAUSE – UNFORESEEABLE EVENTS OF FORCE MAJEURE**

**15.1** Unforeseeable –or force majeure- events shall be notified in writing to the Chief of the BACW, so that he may decide appropriate course of action, provided it has been proven that such events affect the services/material supplied in connection with the Subject of this CONTRACT.

**15.2** For the purposes of this Contract, events shall be considered unforeseeable or caused by force majeure if they fit legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, § 1º, Art. 57 of Law n° 8.666/93.



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**16 CLAUSE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

**16.1** Failure to complete the contract as a whole or in part or any violation of the obligations listed in the Invitations to Bid and in the contract shall subject the CONTRACTED PARTY, notwithstanding other criminal and civil liability, to any and all damages and remedies available to CONTRACTING PARTY under this Contract or applicable law, while ensuring due process, including the following penalties:

**16.1.1** A warning for minor violations, which for this purposes mean those that do not result in significant losses to the object of the contract;

**16.1.2** Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years; and

**16.1.3** Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration (BACW), which shall be granted provided that the CONTRACTED PARTY compensates the Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.

**16.2** The penalties provided for will be applied through an administrative proceeding that ensures due process and ample defense, while following the procedure provided for under Law nº 8,666/93 (Brazil), and also Law nº 9.784/99 (Brazil).

**16.3** While applying the penalties, the authority shall take into account the seriousness of the violation, the educational character of the penalty as well as the damage that was caused to the administration (BACW) , following the principle of proportionality.

**17 CLAUSE - LINKAGE**

**17.1** This Contract is hereby linked to Invitation to Bid nº 205526/CABW/2021 and the Commercial Proposal of the CONTRACTED PARTY submitted by company XXXXX to BACW, which are incorporated herein as integral parts of this CONTRACT.

**18 CLAUSE - TERMINATION**

**18.1** Pursuant to the provisions of Article 78 of Lei nº 8,666/93 (Brazil), the following are cause for terminating this Contract:

I Failure to comply with CONTRACT clauses, specifications, projects and deadlines;



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- II** Inappropriate compliance with CONTRACT clauses, specifications, projects and deadlines;
- III** Slowness in its compliance which may lead the CONTRACTING PARTY to find it impossible to complete the services within the established deadlines;
- IV** Unjustifiable delay in initiating service;
- V** V. Stoppage in the service, without cause, and without providing previous notice to the CONTRACTING PARTY;
- VI** Subcontracting in whole or in part the object of the CONTRACT, without authorization by the CONTRACTING PARTY to a third party, assigning or transferring, in whole or in part, the CONTRACT, as well as mergers and acquisitions, which are prohibited;
- VII** Failure to comply with requests from the authority designated to follow up and supervise the performance of services, or higher authorities;
- VIII** Repeatedly making errors in the performance of services, duly recorded pursuant to § 1 of Article 67 of Law nº 8,666/93 (Brazil);
- IX** Bankruptcy;
- X** Dissolution of the CONTRACTED PARTY;
- XI** Corporate change or alteration of purpose or business of the CONTRACTED PARTY that hinders the performance of the CONTRACT;
- XII** Reasons of public interest (Brazil) that are of high importance, broadly publicized, justified and ordered by a higher executive authority with jurisdiction over CONTRACTING PARTY, based on an administrative case referred to in the CONTRACT;
- XIII** Suspension of services on the part of the CONTRACTING PARTY that will cause changes in the original amount of the CONTRACT in excess of the limits provided for under § 1 of Article. 65 of Law nº 8,666/93 (Brazil);
- XIV** Suspension of service, through a written order of the CONTRACTING PARTY, for more than one hundred twenty (120) days, in the event of a disasters, domestic disturbances or war, or also repeated suspensions that add up to 120 days. In addition to the required payment of indemnification to the CONTRACTED PARTY, it is also entitled in these cases to suspend complying with its obligations until normalcy is achieved;



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- XV** A delay for more than ninety (90) days in making payments due by the CONTRACTING PARTY, for services, supply and work already received and performed, except in the event of a disasters, domestic disturbances or war. The CONTRACTED PARTY shall be entitled to suspend compliance with its obligations until normalcy is achieved;
- XVI** Failure of the CONTRACTING PARTY to release the object for the performance of services within the established deadlines;
- XVII** Acts of God or force majeure that prevents performance of the CONTRACT, which is to be duly demonstrated; and
- XVIII** Violation of the provisions of items V of Article 27 of Law n° 8,666/93 (Brazil), notwithstanding the applicable criminal sanctions.
- 18.2** Termination will be formally recorded under the law, with the right of due process and ample defense ensured.
- 18.3** Termination of this CONTRACT may be:
- 18.3.1** Decided unilaterally and in writing by the CONTRACTING PARTY in the event listed under in items I to XII, XVII, and XVIII of this CLAUSE;
  - 18.3.2** Agreeable, through an agreement between the parties, entered as an addendum in the process, provided it is convenient to the CONTRACTING PARTY; and
  - 18.3.3** Judicially, pursuant to applicable legislation.
- 18.4** Administrative or agreeable termination shall be preceded by written and well-grounded authorization by the appropriate authority.
- 18.5** When termination is based on Items XII through XVII of this CLAUSE, without fault of the CONTRACTED PARTY, it shall be entitled to receive payments due for the performance of the CONTRACT up to the date of termination. Under no circumstances shall CONTRACTED PARTY be entitled to any indirect or consequential damages, including lost profits, due to termination.
- 18.6** Any credits arising from the CONTRACT shall be withheld up to the limits of the losses caused to the CONTRACTING PARTY, in addition to the sanctions provided for herein.
- 18.7** The term of terminations shall include, as appropriate:
- 18.7.1** Assessment of contract services provided and those that have been fully completed;
  - 18.7.2** List of payments made and payments due; and



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**18.7.3** Indemnifications and fines..

**19 CLAUSE - JURISDICTION AND CHOICE OF LAW**

**19.1** This Contract shall be construed and interpreted in accordance with the principles of Brazilian Law Nº 8,666/93, and shall be governed by the laws of the District of Columbia, including the Uniform Commercial Code as adopted in the District of Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this Contract.

**19.2** The parties hereto agree to make a diligent, good-faith attempt to amicably resolve all disputes before either party commences litigation pursuant to this Clause 19 of this Contract.

**19.3** Any dispute or claim arising out of or relating to this Contract, with a breach thereof, shall be submitted to the District of Columbia Superior Court or the United States District Court for the District of Columbia, to the exclusive jurisdiction of which the parties hereby irrevocably submit..

**20 CLAUSE - SUBCONTRACTING**

**20.1** There will be no subcontracting option for this object.

**21 CLAUSE – APPLICABLE LEGISLATION**

**21.1** This CONTRACT shall be interpreted in accordance with the principles of the Brazilian legislation, particularly the principles of Law nº 8,666/93 (Brazil) and shall be governed by and enforced in accordance with the laws of the District of Columbia.

**22 CLAUSE – CORRESPONDENCE AND NOTIFICATION**

**22.1** All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, if delivered to the addresses indicated below by one party to the other party or to any other addresses that may be communicated by the PARTIES, throughout the term of this Contract.

**CONTRACTING PARTY:**

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
Attn: Contract Department  
1701 22nd Street NW, Washington, D.C. 20008 - USA  
Phone: 202/518-7348



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Fax: 202/483-4684

E-mail: [chf.df.cabw@fab.mil.br](mailto:chf.df.cabw@fab.mil.br)

**CONTRACTED PARTY:**

Name of the CONTRACTED PARTY  
Attn: Mr. /Mrs. Name of Legal representative  
ADDRESS  
ADDRESS  
Phone:  
Fax  
E-mail:

**23 CLAUSE – NUMBER OF COPIES**

**23.1** It is hereby agreed that this CONTRACT shall be issued in two (2) originals, with same content and form, as follows:

**23.1.1** (One) original for the CONTRACTING PARTY; and

**23.1.2** (One) original for the CONTRACTED PARTY.

**23.2** In witness whereof, the parties have executed this CONTRACT in two (2) equal counterparts, of equal content, in the presence of the witnesses subscribed below.

**23.3**

Washington DC, **MM/DD/2021.**

**For the CONTRACTING PARTY:**

\_\_\_\_\_  
Roberto Martire Pires, Col  
Commanding Officer, BACW

**For the CONTRACTED PARTY:**

\_\_\_\_\_  
NAME

**WITNESSES:**

\_\_\_\_\_  
Rodrigo Otavio Correa Sampaio, Lt Col  
Chief of BACW's Fiscal Division

\_\_\_\_\_  
NAME  
CONTRACT SUPERVISOR

**WITNESSES for the CONTRACTED PARTY:**

\_\_\_\_\_  
NAME: .....ID nº.....





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**CONTRACT DRAFT**

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## ANNEX I

## BASIC PROJECT



**CONTRACT DRAFT**

**ANNEX II**

**PRICE PROPOSAL**



----- **CONTRACT DRAFT** -----

**ANNEX III**  
**PHYSICAL AND FINANCIAL SCHEDULE**