



**MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**

**BASIC PROJECT PLAN 33/ADM/2021**

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## PREAMBLE

**1.1.** The purpose of this Basic Project Plan is the contracting of a specialized company for the services of relocation of UNACCOMPANIED BAGGAGE hereafter referred as **Household Goods (HHG)**, door-to-door, by sea, for MILITARY PERSONNEL of the Brazilian Aeronautical Command when returning to Brazil at the end of their missions outside Brazil.

## 1.2. DEFINITIONS:

**1.2.1.** In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

**1.2.1.1.** COMAER – Brazilian Aeronautical Command

**1.2.1.2.** CONTRACTED PARTY – Legal entity contracted to the services contemplated herein;

**1.2.1.3.** CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW);

**1.2.1.4.** HHG – Household Goods - Property, unless specifically excluded, associated with the home and all personal effects belonging to an employee and eligible travelers members that legally may be accepted and transported by a commercial carrier, may include furniture, household goods, and personal items for the use of an employee and authorized eligible travelers members.

**1.2.1.5.** MOVERS – The CONTRACTED PARTY or any subcontracted company under the CONTRACTED PARTY responsibility assigned to conclude the HHE relocation by unpacking and placing the household goods at the USER's residence at final destination.

**1.2.1.6.** MILITARY PERSONNEL – A military officer of the Brazilian Aeronautical Command and its family as well as an eligible traveler such as housekeeper or babysitter when returning to Brazil due to the conclusion of mission.

**1.2.1.7.** PACKERS - The CONTRACTED PARTY or any subcontracted company under the CONTRACTED PARTY responsibility assigned to pack and manager the household goods at the USER's residence at origin.

**1.2.1.8.** TERM OF RECEIPT – Document issued by the USER attesting and accepting the HHE Relocation services.

**1.2.1.9.** USER – MILITARY PERSONNEL having is HHG being relocated to Brazil.

**1.2.1.10.** UNACCOMPANIED BAGGAGE – Translation of the Brazilian term “*bagagem desacompanhada*”: House Hold Goods (HHG) that when in the customs premises, with or without the traveler, is in the condition of cargo, as per Normative Instruction IN n. 1059, from August 2, 2010 from the Federal Revenue of Brazil (RFB).

**1.2.1.11.** USER's INFORMATION: Annex A of this Basic Project in which the place for collection of HHG and the city of delivery of the HHG in Brazil is described, as well as the maximum allowed HHG value to be insured by the CONTRACTED PARTY, per USER.

## 2. OBJECT

**2.1.** Contracting of a specialized company for the services of relocation of UNACCOMPANIED BAGGAGE hereafter referred as **Household Goods (HHG)**, door-to-door, by sea, for the



MILITARY PERSONNEL of the Brazilian Aeronautical Command when returning to Brazil at the end of their missions outside Brazil, as per the USER'S INFORMATION, Annex A.

**2.2.** It is noted that the services related to this BASIC PROJECT must comply with all the laws and regulations set forth by the governments of the countries in which the HHE moving are to be removed as well as the international laws and regulations for the transportation. Notwithstanding, the interested companies must well know and comply with the laws and regulations set forth by the Brazilian government for custom clearance services.

### **3. SERVICE SPECIFICATION**

**3.1.** The **CONTRACTED PARTY** representative shall perform the **Survey Inspection** to identify the estimated weight and volume, the type and quantity of packing material needed, and any special service related, and plan and administer every detail to ensure absolute safety of the household goods from the packing in the USER's origin to unpacking at USER's final destination.

**3.2.** In all interactions with the USER, the **CONTRACTED PARTY** representatives and their sub-contractors shall wear uniforms and proper identification.

**3.3.** The **CONTRACTED PARTY** agrees to disassembly and package all household goods at the **USER's** address (point of origin), load container, provide custom clearance, transport between port, airport and bus or trucking terminals all the way to **USER's** new address (final destination city), unload household goods, unpacking and cleaning of all packaging material from the **USER's** residence (destination).

**3.4.** The **CONTRACTED PARTY** shall provide and deliver, at **USER's** residence, all the packing material needed. After the first delivery, if needed, the **USER** may request additional packing material, in a reasonable quantity, at no additional cost to the **BACW** or the **USER**. All packing material shall be new and specifically designed for international moving.

**3.5.** The **CONTRACTED PARTY** shall provide all necessary tools to disassemble and pack all household goods with care.

**3.6.** The **CONTRACTED PARTY** shall provide at least 03 (three) qualified employees, being at least one able to speak Portuguese or Spanish fluently.

**3.7.** The **CONTRACTED PARTY** shall use the following packing procedure as a minimum required standard, to maximize the safety and guarantee the quality of the items being transported:

**3.7.1.** Sofas must be first wrapped with KRAFT paper, then packed with corrugated wrap, and finally tied with the appropriate tapes and ropes;

**3.7.2.** Small marble pieces must be packed with bubble wrap, and the larger pieces, as well as tabletops, must be boxed in a customized crate;

**3.7.3.** Refrigerators, ranges, and washing machines must be packed with corrugated, as well as bubble wraps;

**3.7.4.** Clothing must be packed in appropriate paper or wood boxes. It is mandatory that these boxes be new and unused;

**3.7.5.** China and crystal must be individually wrapped in newspaper, then in KRAFT paper, and finally cushioned in a box with straw or peanut packing;

**3.7.6.** Books, albums and CD must be packed in appropriate paper boxes. It is mandatory that these boxes be new and unused;

**3.7.7.** Framed pictures must be first packed with KRAFT paper, then with double face corrugated wrap, and finally tied them with the appropriate tapes;



**3.7.8.** Paintings must be packed in special crates or individually wrapped with KRAFT paper, and then followed by bubble wrap;

**3.7.9.** TV sets, audio systems and appliances, if of regular size must be in proper boxes with wood frame, and those of large size packed with bubble wrap; and

**3.7.10.** China closets and cabinets must be packed with four ply overseas furniture moving pads. These items must be bundled with appropriate belting for the purpose of loading and unloading.

**3.7.11. Important note:** Any change to the requirements above must have prior authorization from the **BACW**. Unauthorized changes may subject the CONTRACTED PARTY to Administrative Sanctions foreseen in the Invitation for Bid.

**3.8. PACKERS responsibilities at PICKUP location:**

**3.8.1.** Packers must individually wrap every article, except for clothing and blankets, for sufficient protection. Every article must also be properly packed in a suitable container. Clothing and blankets must be neatly folded and placed in boxes properly lined with clean Kraft paper. Clothing should be packed in wardrobe boxes or cartons without hangers.

**3.8.2.** Each carton must be marked on the outside, in general terms, as to its contents (e.g., kitchen utensils, books, dishes, clothing, linens, etc.). Each individually wrapped piece (such as a couch), as well as each carton, and must also be identified with a lot and an inventory number. These numbers must be written on the outside of each piece of furniture, article, or carton after it is wrapped or sealed for shipment.

**3.8.3. The inventory shall be provided by the packers** after the boxes are packed and sealed.

**3.8.4.** The packing crew must prepare, in duplicate, and accurate, legible inventory list of each piece of furniture or carton packed. The inventory must reflect the true condition of the property, describing the degree and location of any existing damage, if any

**3.8.5.** The USER or someone authorized by the USER shall appoint the value of the items listed in the official inventory in order to determine the HHG value for insurance purposes.

**3.8.5.1.** The CONTRACTED PARTY shall inform the USER to present the value of the items in U.S. Dollars, in accordance with the cost of the item in Brazil, since that in case of claims due to damages or other circumstances covered by the insurance, the item must be replaced or reimbursed to the USER in Brazil.

**3.8.5.2.** The USER or someone authorized by the user shall be asked to sign the inventory when it is completed.

**3.8.6.** A copy of the inventory duly signed by the USER, must be sent to the CONTRACTING PARTY with the copy of the INSURANCE POLICY, in accordance with the INSURANCE, item 5 of this Basic Project.

**3.9.** After all packaging is completed; all HHE must be loaded in an undamaged container at the user's residence, locked in the presence of the USER and seal number provided for USER's records.

**3.9.1.** In case the CONTRACTED PARTY could arrive at the USER's residence with the container at origin or destination, the CONTRACTED PARTY must communicate



with the CONTRACTING PARTY providing a solution for the loading at the USER's residence at origin and/or unloading at the USER's residence at destination seeking the authorization of the CONTRACTED PARTY to perform any procedures.

**3.9.2.** In the case aforementioned, no expenses should be transferred to the CONTRACTING PARTY or the USER.

**3.10. MOVERS' responsibilities at final destination:**

**3.10.1.** Placing items of furniture in appropriate rooms (the company is not required to move furniture around within a room more than once);

**3.10.2.** Laying rug pads and rug. This is not applicable if furniture is already in place from a previous shipment. The company will not move furniture to lay rugs or pads;

**3.10.3.** Opening and unpacking all containers and placing kitchenware, chinaware, glassware, silverware, linens, etc., on flat surfaces—not on shelves or in cabinets, cupboards or drawers. (the USER may also elect to unpack containers himself so as to know where the contents are placed.)

**3.10.4.** Setting up beds, including placing springs and mattresses on bed frames and installing mirrors on dressers;

**3.10.5.** Unpacking crates containing pictures and mirrors. The USER, however, is responsible for hanging them, not the CONTRACTED PARTY; and

**3.10.6.** Removing from your premises all trash, empty cartons and debris that result from the unpacking process. However, if the USER choose to unpack some or all the containers later, the CONTRACTED PARTY is not required to make a second trip to the residence to dispose of the empty containers and packing materials.

**3.11.** The **USER** shall be given the option to utilize the **CONTRACTED PARTY's** warehouse at the point of origin, as well as at the destination, for a maximum period of **60 (sixty) days**. Before this period expires, the **CONTRACTED PARTY** must request from the **USER** a written notification requesting an extension of the storage period. The **USER** shall be responsible for any additional charges resulting from such extension agreed upon by both parties.

**3.11.1.** In case the **CONTRACTED PARTY** fails to make such request, any period beyond the 60 (sixty) days will be considered a delay in delivery.

**3.12.** The **CONTRACTED PARTY** has **60 (sixty) days** after the pick-up date to deliver the household goods to the final destination. The optional 60 (sixty) days provided for warehouse storage in accordance to section 3.11 of this Basic Project are excluded from this 60 (sixty) days period.

**3.13.** Failure to comply with the maximum period for completion of the service, as defined in item 3.12 of this Basic Project, can result in a daily fine equivalent to 0.05% of the HHG contracted value. This amount could be deducted by the CONTRACTING PARTY from the invoice. Any delays do not exempt the CONTRACTED PARTY from complying with all other obligations. Penalties will not be applied in cases caused by force majeure, **proved by the CONTRACTED PARTY**.

**3.13.1.** FORCE MAJEURE events may include the following:

**3.13.1.1.** War;

**3.13.1.2.** Catastrophic environmental hazards, such as fire, hurricanes or similar events beyond the MOVING and/or SUB-CONTRACTED Companies' control; and

**3.13.1.3.** Public calamity.



**3.14.** Upon delivery at USER's destination, the **CONTRACTED PARTY** shall unload, unpack and reassemble all HHG, and remove all packing material used from **USER's** residence. After completion, the **USER** must provide directly to the **BACW'S ADMINISTRATIVE DIVISION** within 15 (fifteen) calendar days with his copy of the **DELIVERY CONFIRMATION RECEIPT, Annex C of this Basic Project**, duly certified, stating that the services have been satisfactorily performed, after both parties have verified the condition of all household goods. In case part of or all household goods have been damaged or lost, it must be reported on the DELIVERY CONFIRMATION RECEIPT.

**3.15.** Customs charges, dock fees, storage charges and other expenses from the point of origin as well as to the point of destination, shall be included as part of the proposed price for each USER HHG Relocation.

**3.16.** The **CONTRACTED PARTY** shall be responsible for all transportation expenses related to the HHG relocation.

#### **4. CUSTOMS CLEARANCE**

**4.1.1.** The **CONTRACTED PARTY** shall be fully responsible for clearing all HHG through customs within **20 (twenty) days** after their arrival at the destination port (period included in the total term of 60 calendar days for the delivery).

**4.1.2.** If customs clearance cannot be obtained within the time frame set forth the **CONTRACTED PARTY** must notify the **BACW** in writing, **05 (five)** days before the mentioned period ends.

**4.1.3.** The **USER** shall not be authorized to extend the period given to the **CONTRACTED PARTY** for customs clearance without prior authorization from the **BACW**.

**4.1.4.** The **CONTRACTED PARTY** must notify the **BACW**, when requested, of the status of each HHG Relocation in progress.

**4.1.5.** The **CONTRACTED PARTY** shall defend, indemnify and hold the **BACW** harmless, from and against any charges or fees that might result from any delay in the return of containers after the delivery of the HHG.

#### **5. INSURANCE**

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

**5.2.** The **CONTRACTING PARTY** shall be responsible for the payment of the Insurance Coverage up to **2.75% (two point seventy-five percent)** of the declared HHG value presented in the Inventory, in accordance with maximum allowed HHG Value presented at the USER'S INFORMATION, Annex A.

**5.2.1.** In case, the HHG value informed in the inventory is higher than the maximum amount allowed as presented in the USER'S INFORMATION, Annex A, the **USER** shall be responsible for the payment of the difference. Under no circumstances will the burden of insurance declared above the amounts described in the USER'S INFORMATION, Annex A, be the responsibility of **BACW**.





**5.2.2.** The value of each item declared by the user should be considered for insurance purposes. Proof of the values (market value practiced in Brazil for the item / similar) should only be required if there is any damage reported by the user.

**5.2.3. The Insurance cost shall not be included in the Price Proposal.**

**5.3.** After the container is loaded and sealed at the USER's origin, the CONTRACTED PARTY must present the insurance policy, with the respective registration with the insurance company, presented in the Qualification Envelope, containing the description of what is being insured in accordance with the inventory signed by the USER.

**5.3.1.** The insurance policy and the copy of the inventory signed by the USER shall be sent to the BACW's Administrative Division. BACW's Division responsible for the monitoring of the services.

**5.4.** The payment of the insurance cost is conditioned to the presentation of the insurance policy and the inventory signed by the USER, in accordance with the maximum amount presented in the USER'S INFORMATION, Annex A.

**5.5.** Indemnification to the USER by the insurance company of any damages caused during the execution of the object shall be performed within 30 days of the USER's formal communication to the CONTRACTED PARTY.

**5.5.1.** The CONTRACTED PARTY shall provide all the necessary assistance regarding any claims with the Insurance Company.

**5.6.** The amount to be reimbursed may be held from the final payment of the service until proof of the reimbursement is presented by the CONTRACTED PARTY to the USER, of damages to the HHG caused during the performance of the services.

## **6. ENFORCEMENT REGIME**

**6.1.** The services resulting from this Basic Project Plan must be contracted based on the **Lowest Unit Price per relocation** criterion.

**6.2.** For this specific hiring, the CONTRACT shall be replaced by a PURCHASE ORDER.

## **7. PRICE PROPOSAL**

**7.1.** The **BIDDER** shall quote the UNIT PRICE per HHG relocation from origin to destination presented in the USER'S INFORMATION, Annex A.

**7.2.** Bidders are not obligated to present proposal for all relocations.

**7.3.** Transportation services include all charges and expenses as described below

**7.3.2.** Packing, filling and packaging;

**7.3.3.** Documentation fees;

**7.3.4.** Dock and terminal handling rates;

**7.3.5.** Maritime cargo; and

**7.3.6.** Destination services, port charges, storage at destination, demurrage, customs clearance, delivery, unpacking, assembly, and any other charge related to the performance of the services.

## **8. TERMS**

**8.1. Collection of the HHG**



8.1.2. Upon receiving the notification of the Purchase Order, the CONTRACTED PARTY shall have up to **(5) five business days** to contact the USER to schedule the **Survey Inspection**.

8.1.2.1. This period of five (5) five business days may be extended upon USER'S request.

8.1.3. A telephone number and an e-mail of a contact person of the CONTRACTED PARTY, must be provided to the user from the notification of the Purchase Order to the end of the process.

## 8.2. HHG Relocation

8.2.1. The services from door-to-door shall be performed within **60 (sixty) calendar days** from the day the HHG is collected at the USER's origin until the completion of the services at the USER's destination.

8.2.1.1. If the USER elects to use the **60 (sixty) calendar days** of storage, the services from door-to-door shall comprise the amount of days for storage.

## 8.3. Storage

8.3.1. The USER may use the CONTRACTED PARTY's warehouse, or a CONTRACTED PARTY's subcontracted warehouse, for a maximum period of **60 (sixty) calendar days**, at the CONTRACTED PARTY expenses.

8.3.2. Before the expiration of this period, the CONTRACTED PARTY shall send to the USER a written notification requesting an extension of the storage period.

8.3.3. The USER will be responsible for any additional charges resulting from the extension of the deadline, from the 61st day. The amount must be agreed between the parties (USER and CONTRACTED PARTY) previously.

8.3.4. If the CONTRACTED PARTY fails to formally request the extension to make such request, any period greater than the initial 60 days will be considered as a delay in delivery of the HHG.

## 8.4. Acceptance

8.4.1. The USER shall accept the services within **15 (fifteen) calendar days** from the completion of the services at the USER's destination.

8.4.2. The services shall be considered completed after the issuance of the DELIVERY CONFIRMATION RECEIPT, Annex C of this Basic Project.

## 8.5. Payment

8.5.1. In case the user does not send the DELIVERY CONFIRMATION RECEIPT before the end of the maximum period of storage (item 8.3.1), only 70% of the contracted value will be paid out. The remaining value will be paid out after the DELIVERY CONFIRMATION RECEIPT is actually sent by the USER.

# 9. OBLIGATIONS

## 9.1. CONTRACTING PARTY'S OBLIGATIONS:

9.1.2. Provide all conditions enabling the CONTRACTED PARTY to perform the services herein in accordance with the terms of this Basic Project and the PURCHASE ORDER.





**9.1.3.** Notify the CONTRACTED PARTY, in writing, of any possible imperfections occurred during the performance of the services, determining a timeline for their correction;

**9.1.4.** Pay the CONTRACTED PARTY the amount resulting from the rendered services, in accordance with contractual terms;

**9.1.5.** Provide the pertinent information and clarifications that may be requested by the CONTRACTED PARTY's representative.

## **9.2. CONTRACTED PARTY'S OBLIGATIONS:**

**9.2.1.** Use qualified employees with knowledge of the services to be performed, in accordance with the rules and regulations in force;

**9.2.2.** Employees, when on duty, must wear proper working clothes and identification, and be equipped with Personal Protective Equipment (PPE), when applicable;

**9.2.1.** Cover the expenses arising from the execution of the services, including the necessary equipment, transportation, accident insurance, taxes, social security contributions, labor costs, any other due and others that may be created and required by the pertinent legislation;

**9.2.2.** Report to the CONTRACTING PARTY any irregularities that occur during the rendering of services;

**9.2.3.** Respond for damages caused directly to the CONTRACTING PARTY or to third parties, resulting from their guilt or fraud, during the execution of the services;

**9.2.4.** Be responsible for any and all damages that may be caused during the execution of the services in the places of origin and destination (glass, floors, walls, appliances, vehicles, etc.), assuming the burden and the performance of the respective repairs or replacing the affected areas with similar materials, always observing the quality of the previous finish;

**9.2.5.** Comply with all directions of the CONTRACTING PARTY for the faithful performance of the services;

**9.2.6.** Communicate to the CONTRACTING PARTY any eventuality that may interfere with the provision of the service and provide the necessary clarifications;

**9.2.7.** Adopt all safety criteria for both employees and services;

**9.2.8.** Not transfer the services, in whole or in part, to the subject matter of the Purchase Order, without the prior authorization of BACW.

**9.3.** Partial or total non-compliance with the responsibilities undertaken by the CONTRACTED PARTY shall result in the application of administrative sanctions, established in the PURCHASE ORDER including fines, and may culminate in contract termination.

## **10. ESTIMATED BUDGET**

**10.1.** Using the average sum paid and the estimated HHE relocations for similar locations, the estimated amount taking into account shall be defined on USER'S INFORMATION, Annex A.

## **11. BUDGET ALLOCATION**

**11.1.** All expenses arising from the contracting of this Basic Project shall be covered by resources from the Special Charges Subdirectorate (SDEE) of the Directorate of Aeronautical



Administration (DIRAD), in the Nature of Expense 339033, of the National Treasury Management.

**11.2.** The payments of the rendered services shall be made by BACW in U.S. Dollars.

## **12. FINAL DISPOSITIONS**

**12.1.** The BACW Administrative Division will be responsible for monitoring the execution of the service, and the USER will be responsible for receiving, accepting and certifying the services.

**12.2.** The CONTRACTED PARTY shall be accessible daily to BACW, by telephone / cellular of a representative, for possible coordination / exchange of information, between 8 a.m. and 5 p.m. (EST).

**12.3.** The omissions shall be submitted to the BACW Chief.

## **13. ANNEXES**

**13.1.** ANNEX A – USER'S INFORMATION;

**13.2.** ANNEX B – SHIPPING COLLECTION RECEIPT; and

**13.3.** ANNEX C – DELIVERY CONFIRMATION RECEIPT

Washington DC, December 22, 2021.

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