



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

**BASIC PROJECT 22/ADM/2021**

**Legal Support:** Prepared in accordance with the guidelines set out in Art. 123 of the Brazilian Federal Law nº 8,666/1993, Item IX, and Art. 6 of the aforementioned Law, and in the Brazilian TCU's Manual of Tenders and Contracts-Guidelines and Jurisprudence.

**INDEX**

1. PREAMBLE.....	02
2. DEFINITIONS.....	02
3. OBJECT .....	02
4. CONTRACT.....	02
5. BACW'S OBLIGATIONS .....	02
6. CONTRACTED PARTY'S OBLIGATIONS.....	03
7. SUBCONTRACTING .....	03
8. SUBJECTIVE ALTERATIONS .....	03
9. CONTRACT EXECUTION CONTROL .....	03
10. ADMINISTRATIVE SANCTIONS.....	03
11. BUDGET ALLOCATION .....	04



## 1. PREAMBLE

1.1. O The purpose of this basic project is to hire up to seventeen daily parking spaces to meet BACW's administrative activities for 12 (twelve) months.

## 2. DEFINITIONS

2.1. In order to facilitate the understanding of the terms used in this Project, please pay attention to the following definitions:

**2.1.1. BACW** – Brazilian Aeronautical Commission in Washington DC

**2.1.2. CONTRACTING PARTY** – The Brazilian Aeronautical Commission in Washington, D.C.

**2.1.3. CONTRACTOR** – Company contracted to supply the object. o objetivo de facilitar o entendimento dos termos utilizados neste Projeto, favor atentar para as seguintes definições:

## 3. OBJECT

3.1. The purpose of this object is to contract a company to provide 17 (seventeen) daily parking/garage spaces, within a maximum radius of 1,500 meters from the BACW's headquarters in Washington DC, for a 12-month period.

## 4. CONTRACT

4.1. This Contract term is for a 12-month period of execution.

## 5. BACW's OBLIGATIONS

5.1. To receive the contract object within the terms and conditions established in the BACW's *terms and conditions* document;

5.2. To monitor and inspect the fulfillment of the Contractor's obligations, through the BACW's Receiving Commissions;

5.3. To make the payments to the Contractor in the amount corresponding to the supply of the object, within the Contract terms and in the manner established in the BACW's *terms and conditions* documentation.



## **6. CONTRACTED PARTY'S OBLIGATIONS**

- 6.1.** The Contractor must comply with all obligations contained in the terms and conditions of the BACW, assuming, as its sole responsibility, the risks and expenses arising from the good and perfect execution of the object;
- 6.2.** To communicate to the BACW, within a maximum period of 24 (twenty-four) hours prior to the delivery date, the reasons that make it impossible to comply with the deadline, with due proof;
- 6.3.** To accept the maintenance of the price as fixed and non-adjustable until delivery of the object;
- 6.4.** To make the payment of all taxes that affect or may affect, directly or indirectly, on the product sold; and
- 6.5.** To address any damages caused to the Public Administration, as well as to third parties, in relation to the execution of the object.

## **7. SUBCONTRACTING**

- 7.1.** There will not be subcontracting option for the object of this tender.

## **8. SUBJECTIVE ALTERATIONS**

- 8.1.** The merger, split or incorporation of the contractor with/into another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements required in the original bid, the other clauses and conditions of the contract are maintained, without prejudice to the performance of the object agreed upon and there is the express consent of the Administration to continue with the acquisition.

## **9. CONTRACT EXECUTION CONTROL**

- 9.1.** The BACW's representative shall record the occurrences verified, adopting the necessary measures to faithfully comply with the BACW's terms and conditions, as provided for in paragraphs I and II of Article 67 of the Brazilian Federal Law No. 8,666, of 1993.

## **10. ADMINISTRATIVE SANCTIONS**

- 10.1.** The total or partial non-compliance with the other obligations and responsibilities assumed by the Contractor will give rise to the application of administrative sanctions, provided for in the BACW's *Terms and Conditions*, and may culminate in a fine or



contractual termination, among others, as provided for in Art. 77 and Art. 80 of the Brazilian Federal Law No. 8.666/93.

## **11. BUDGET ALLOCATION**

**11.1.** The contracting value for this contractual object for a period of 12 (twelve) months shall be of **US\$ 41,820.00**, Action 2000 shall be used, along with the nature of expense mode **33.90.39**.

Washington-DC, November 09, 2021.

MARCEL NÓBREGA DOS SANTOS, Lt Col Av  
Head of the BACW's Administrative Division

**Reviewed by:**

VALDINEI FAGUNDES DE SOUZA, Lt Col Int  
Head of the BACW's Internal Control Division

**Approved by:**

ROBERTO MARTIRE PIRES, Col Av  
Commanding Officer  
BACW