



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

TERM OF REFERENCE CABW/2024
BIDDING PROCESS – REVERSE AUCTION
PROCESS Nº 67102.240038/2024-21

1 OBJECT

1.1 The object of this Bidding Process is to hire door-to-door international baggage transportation services for 04 (four) military officer, according to the conditions, quantities and requirements established in this instrument:

ITEM	DESCRIPTION/ SPECIFICATION	Unit of measurement	Qty	Maximum Unit Value (USD)
1	Transport of unaccompanied baggage for TEN CEL DANIEL COSTA JORDÃO Colorado Springs, CO – Pirassununga, SP Volume 24 m ³ Insurance: US\$ 76,700.00	SV	1	US\$ 17,481.25
2	Transport of unaccompanied baggage for CP RODRIGO SILVA CAMPOS DE MOURA Beavercreek, OH – Guarulhos, SP Volume 18 m ³ Insurance: US\$ 57,525.00	SV	1	US\$ 14,987.50
3	Transport of unaccompanied baggage for SO ALAN MARTINS OLIVEIRA San Antonio, TX – Rio de Janeiro, RJ Volume 20 m ³ Insurance: US\$ 30,680.00	SV	1	US\$ 17,057.75
4	Transport of unaccompanied baggage for TC PAULO HENRIQUE DOS SANTOS COSTA Montgomery, AL – Brasília, DF Volume 24 m ³ Insurance: US\$ 76,700.00	SV	1	US\$ 17,816.67
TOTAL				US\$ 67,343.17

- 1.2 The Object of the bid has the nature of a common service of baggage transport and the object of this bidding is provisioned at the 2024 Annual Planning for Acquisitions and Contracts.
- 1.3 The quantities of the items are listed in the table above.
- 1.4 The present contracting will adopt the execution regime by Unit Price.

2. DEFINITIONS

2.1 BL (Bill of Lading) ou *Conhecimento de Embarque Marítimo* – document issued by the carrier, which defines the contracting of the operation, acknowledges receipt of cargo for shipment and the obligation of delivery at destination.

2.2 BACW – Brazilian Aeronautical Commission in Washington.

2.3 REFERENCE TERM – Set of necessary and sufficient elements, with an adequate level of accuracy, to characterize the service that is the object of the bid. It is prepared based on the indications of preliminary technical studies, which ensures the technical feasibility and allows the evaluation of the costs of the work or service, defines the methods and deadlines for its execution.

2.4 COMAER - Aeronautical Command.

2.5 CONTRACTED PARTY - Winning company of the bid after the homologation and the awarding of the bidding's object.

2.6 CONTRACTING PARTY – Federal Government – Aeronautical Command, represented by Brazilian Aeronautical Commission in Washington (BACW).

2.7 BIDDING PROCESS – administrative procedure used to choose the most advantageous proposal for the Public Administration, based on the lowest price and according to criteria established in this Reference Term, for the provision of services herein discussed. REVERSE AUCTION –Type of Tender process for the acquisition of goods or services in which the interested companies offer bids in a public, in person bidding session, and the most advantageous proposal for the public administration is selected.

2.8 FAB – Brazilian Air Force.

2.9 SUPERVISOR – Individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, systematically appointed to monitor and supervise the execution of the contract, and complementary requests issued by the Federal Government, in all its aspects.

2.10 INVOICE – Commercial document that formalizes a purchase and sale operation, abroad that should contain the following information, among others: quantity, supply unit, price, payment conditions, taxes, tariffs and bank details.

2.11 OM – Military Organization.

2.12 AUTHORISING OFFICER– Administration Agent with competence to execute acts that result in the issuance of commitment notes, authorization for payments, supply of funds, approval of budgets, among others.

2.13 PAAI – Formal internal administrative procedure composed of the registration of all acts and verification of administrative facts, necessary for the correct clarification and judgment by the Competent Authority, allowing it to instruct the due legal process, which culminates in the application or not of administrative sanctions.

2.14 PAG – Administrative Management Process.

2.15 TERM OF RECEIPT – Document issued by COMREC (Reception Commission) that certifies and accepts the services carried out.

3. JUSTIFICATION AND OBJECTIVE OF THE CONTRACT

3.1 3.1. CABW has unique responsibilities within the Air Force Command, notably that of centralizing, within its area of activity, logistical support and service activities and the

administration of agreements, adjustments and Bidding Processes abroad in the Americas. Additionally, it provides administrative support to Aeronautical Attachés, Reception Committees, other Organizations and also to Air Force Military and Civilian personnel on missions in these continents.

3.2 The return to Brazil at the end of the mission abroad is a legal right, based on Law 5,809/72, amended by Law 13,328/16 and Decree 71,733/73, amended by Decree 8,594/15, and the Aeronautical Command is obliged to process the contracting on behalf of the Federal Government.

Law n° 5,809/72:

Art 31. The Ministry to which the public servant assigned to a mission abroad belongs provides the tickets and luggage transfer:

I - return ticket, with payment in national currency, if the mission is for a duration of 6 (six) months or less;

II - one-way ticket, with payment in national currency, and return ticket, in foreign currency, if the mission lasts longer than 6 (six) months;

III - with payment in foreign currency, when the server is already on another mission abroad.

Art 32. The Executive will establish the cubic capacity and weight limits of the server's luggage that may be included in the transportation

Decree 71,733/73:

“ Art. 32. To the public servant, will be ensured the transfer, by land or sea, of the respective luggage, door-to-door, including packing, unpacking and insurance, and the Ministry or entity to which it is linked for the purposes of the mission it will carry out, or exercises, shall pay these expenses directly to the company responsible”.

3.3 In this scope, the object of this contract is the provision of door-to-door luggage transportation services for military and civilian personnel working for FAB in the BACW's area of operation, at the end of the mission, including collection, storage, loading, unloading, customs clearance, delivery and assembly of goods.

3.4 Considering that the execution of the object occurs predominantly abroad, since the transportation of luggage starts abroad (measurement, packing, collection, transportation), besides all the procedures regarding the clearance performed and intermediated by the company abroad, the bidding will be held abroad.

4. DESCRIPTION OF THE SOLUTION:

4.1 The hiring of specialized company for luggage transportation at the end of the mission abroad is extremely important so that the object is fulfilled and meets the needs of civilians, military personnel and their families, whose end of the mission is essential upon their return to Brazil. Thus, the demand will be met in a way that is advantageous to the Administration, standardized and as previously authorized by BACW.

5. CLASSIFICATION OF SERVICES AND SUPPLIER SELECTION METHOD

5.1 This is a common, non-continuous service, to be contracted through public tender, in the bidding process method, in person session.

5.2 The rendering of services does not generate an employment relationship between the employees of the Contracted Party and the Contracting Party, being forbidden any relationship between them that characterizes personality and direct subordination.

6. CONTRACTING REQUIREMENTS

6.1 The contracting requirements cover the following points:

6.1.1 The CONTRACTED PARTY is fully responsible for organising and providing insurance for the household goods to be transported door-to-door. In the event of disputes, the CONTRACTED PARTY is responsible for negotiating with the Insurance Company on behalf of the Military Personnel and mediating any disputes. The mentioned insurance must be valid from the 1st collection until the delivery of all the DOMESTIC GOODS in the new address of the Military Personnel in Brazil. If there is no agreement between the Military Person and the Insurance Company, this Commission may carry out local legal consultation to resolve the impasse.

6.1.2 The packing and collection of the DOMESTIC GOODS shall be in accordance to international removal standards and all packing materials supplied by the BIDDER that wins this Bidding Process shall be of FIRST CLASS QUALITY.

6.1.3 The Military Personnel/ Public servant may choose to wrap some items. In this case, during the first collection, the CONTRACTED PARTY will provide the requested packaging to allow the Military Personnel/ Public servant public servant to wrap the items, which will be removed during the 2nd collection.

6.1.4 The CONTRACTED PARTY shall provide special packaging (e.g. crate) for items such as plasma TV / LCD, computers, glassware, paintings, etc.

6.1.5 DOMESTIC GOODS shall be collected or delivered on any floor, and shall include the assembly and disassembly of items and the disposal of debris.

6.1.6 The CONTRACTED is responsible for verifying and organizing, at the Military Personnel/ Public servant residence in the country of origin, the best time and location of the trucks during the time of removal.

6.1.7 The Military Personnel/ Public servant shall schedule up to 02 (two) pick-ups within the period to be requested by the public servant.

6.1.8 The volume is the net number to which the Military Personnel/ Public servant is entitled, excluding packing materials and vans, however, it is imperative that all items of DOMESTIC GOODS are packed and placed in fumigated waterproofed vans (including health certificate) or similar. Therefore, ensure that your proposal takes these observations into consideration.

6.1.9 Please note that DOMESTIC GOODS must be inspected to verify the actual total volume to be transported. The Military Personnel/ Public servant is entitled to the volume / insurance declared as the maximum allowance for each individual attachment. However, if the DOMESTIC GOODS to be transported do not reach the volume authorised, the CONTRACTED PARTY shall charge BACW the REAL volume / insurance. However, in the event that the total volume and/or insurance of the HIRED'S DOMESTIC GOODS exceeds the amount authorised by BACW, a written communication shall be sent to BACW, and the

Military Personnel/ Public servant shall pay the difference in value for the transportation costs. As described below, the actual volume is a net figure for the public servant's DOMESTIC GOODS only, excluding packing, lifts, etc. Packing, lifts and all other items necessary to carry out the removal satisfactorily must be provided, but not as part of the volume allowed to the Military Personnel/ Public servant.

6.1.10 The CONTRACTED PARTY is responsible for all aspects of removal and for compliance with all legislation and customs clearance rules IN THE COUNTRY OF ORIGIN and in Brazil. Please also note that the CONTRACTED PARTY shall inform the Military Personnel/ Public servant of all documents required for customs clearance, with sufficient time for the Military Personnel/ Public servant to provide the documents.

6.1.11 The CONTRACTED PARTY shall be responsible for the packing list so that the items in the box can be identified in the best possible way.

6.1.12 BACW is not responsible for any additional costs, taxes or fees that may occur due to the negligence of the CONTRACTED PARTY or any other SUBCONTRACTED PARTY.

6.1.13 The CONTRACTED PARTY shall inform the CUSTOMS AUTHORITIES of the diplomatic status of the MILITARY PERSONNEL/ PUBLIC SERVANT and his DOMESTIC GOODS, in specific cases where the MILITARY PERSONNEL/ PUBLIC SERVANT has this status. The CONTRACTED PARTY shall inform the CUSTOMS AUTHORITIES that the servant is a Brazilian government employee or member of BACW.

6.1.14 The CONTRACTED PARTY is responsible for covering the costs of Demurrage and any other taxes, fees or charges that may be applicable. BACW e MILITARY PERSONNEL/ PUBLIC SERVANT shall not be liable for Demurrage except in cases of Force Majeure. For the purposes of this Bid Process, Force Majeure is defined as an extraordinary event or circumstance beyond the control of the parties, such as war, strike, riot, crime or event described by the legal term as an act of God (such as hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from performing their obligations under this agreement.

6.1.15 The CONTRACTED PARTY shall provide the name and contact details in Brazil of the SUBCONTRACTED PARTY before the vessel transporting the household goods leaves the COUNTRY OF ORIGIN.

6.2 DEADLINES – The CONTRACTED PARTY must meet the following deadlines:

6.2.1 Provide at least 02 (two) date options for the military personnel/ public servant to collect the goods from the residence.

6.2.2 The CONTRACTING PARTY must make the first contact with the MILITARY PERSONNEL/ PUBLIC SERVANT, within a period of 5 (five) consecutive days from the receipt of the Service Order, to inform the list of necessary documents that the PUBLIC SERVANT must provide in the COUNTRY OF ORIGIN and in Brazil for door-to-door service and customs clearance; as well as to schedule the 1st visit, copying the person in charge from BACW in the e-mail protocolo.cabw@fab.mil.br.

6.2.3 Provide BACW with the following information:

- Up to 7 (seven) calendar days after the first contact with the public servant to carry out the visit, virtual or in person.

- Up to 15 (fifteen) consecutive days from the virtual or face-to-face visit to carry out the 1st collection.

- Where applicable, provide evidence that the military personnel/ public servant's VAT refund documents have been sent to the customs authorities of the COUNTRY OF ORIGIN.

- Copy of Bill of Lading;
- Copy of the INSURANCE DOCUMENT, confirming that the HOUSEHOLD GOODS were insured.
- Copy of the inventory of all HOUSEHOLD GOODS. This list must match the inventory on the insurance policy and have the same value.
- Inform, monthly (until the 10th of each month), the progress of the service through a report.

6.3 The storage time before shipment is the CONTRACTED PARTY's responsibility.

6.4 The CONTRACTED PARTY shall be responsible for providing a list containing all the necessary documents for the Shipment and Customs Clearance and any other necessary procedures will be sent to the Military Personnel/ Public Servant.

7. SUSTAINABILITY REQUIREMENTS

7.1 There are no sustainability criteria in this bid.

8. INSPECTION FOR THE BIDDING

8.1 For the correct dimensioning and preparation of its proposal, the bidder may conduct an inspection at the residence of the Military Personnel/ Public Servant, and should make the appointment with the same through the contacts below:

ITEM	Servidor	Contato
1	TEN CEL DANIEL COSTA JORDÃO	jordaodcj@gmail.com +1 719 722 5703
2	CP RODRIGO SILVA CAMPOS DE MOURA	rodrigocmoura@hotmail.com +55 12 98132 8057
3	SO ALAN MARTINS OLIVEIRA	alanfisufri@gmail.com +1 210 737 8942
4	TEN CEL PAULO HENRIQUE DOS SANTOS COSTA	paulocostafab@gmail.com +1 334 354 5359

8.2 The period for inspection shall begin on the business day following publication of the Bidding Process, and shall end on the business day preceding the date set for the opening of the public session.

8.3 For purposes of the inspection, the bidder or its legal representative, shall, if requested, present identification document and document issued by the company proving its qualification to conduct the inspection.

8.4 The failure to carry out the survey may not be based on subsequent allegations of ignorance of the facilities, doubts or forgetting any details of the locations of the provision of services, and the winning bidder should assume the onus of the resulting services.

9. OBJECT EXECUTION MODEL

9.1 The period of execution of the services will be 150 (one hundred and fifty) days, starting from the Service Order issue, after signing the Contract.

9.2 Questions of interpretation or clarification must be resolved by the BIDDER before the proposal.

10. MATERIALS TO BE PROVIDED

10.1 For the perfect execution of the services, the CONTRACTED PARTY must provide the necessary materials, equipment, tools and utensils, in the necessary quantities, promoting their replacement when necessary.

11. INFORMATION RELEVANT FOR DIMENSIONING THE PROPOSAL

11.1 The PRICE PROPOSALS must be presented in US dollars.

11.2 The Companies participating in the bidding process shall submit their Commercial Proposal based on the **model (MAY NOT BE MODIFIED)** provided in the Annex of the Bidding Process.

11.3 The total cost should include all direct and indirect costs for the execution of the services, including expenses with materials and/or equipment, skilled or unskilled labour, insurance in general, auxiliary equipment, tools, labour and social security charges, taxes, fees, regulations and charges of any nature, in short, everything that is necessary for the total execution of the services, as well as profit.

11.4 The requests for the provision of services will be issued by the CONTRACTING PARTY, by e-mail, in order to authorize the provision of the SERVICE by the CONTRACTED PARTY.

11.5 The CONTRACTED PARTY is responsible for the entire period during which the cargo is under its responsibility, ceasing to be responsible after delivery to the recipient.

11.6 It is emphasized that the services related to this REFERENCE TERM must comply with all laws and regulations established by the governments of the countries to which the removal will be removed, as well as the international laws and regulations for transportation. Nevertheless, interested companies must know and comply with the laws and regulations established by the Brazilian government for customs clearance services.

12. INSURANCE AND INVENTORY

12.1 The CONTRACTED PARTY shall provide insurance coverage for all household goods. Such insurance shall cover all household goods against “All Risks”, without exception, from the point of origin to the point of destination in Brazil.

12.2 The Insurance must be presented in the Inventory, according to the maximum allowed, as per Annex I of the Bidding Process.

12.3 If the value informed in the inventory is higher than the maximum allowed value presented in the USER INFORMATION, Annex I of the Bidding Process, the USER will be responsible for paying the difference. Under no circumstances, the onus of the insurance declared above the values described in the USER INFORMATION, Annex I of the Bidding Process, will be the BACW's responsibility.

12.4 The Military Personnel/ Public Servant will have **30 (thirty) days** to claim the insurance, the CONTRACTED PARTY shall be responsible for negotiating with the insurance company on behalf of the military personnel/public servant and mediating any disputes. The period for the insurance company to respond to the claim is **up to 45 (forty five) days** from the claim by the military to the CONTRACTED PARTY, and the payment, after agreement, must be made

within **30 (thirty) days**. If there is no agreement between the public servant and the Insurance Company, this Commission may make local legal consultation to solve the impasse.

12.5 The CONTRACTED PARTY shall provide all the necessary advice to the Insurance Company in the event of a claim.

12.6 The USER or someone authorised by him/her must indicate the value of the items listed in the official inventory to determine the value for insurance purposes.

12.7 The USER or someone authorised by him/her should be asked to sign the inventory when it is completed.

12.8 A copy of the inventory duly signed by the USER shall be sent to the CONTRACTED PARTY with the copy of the INSURANCE POLICY, under the terms of the INSURANCE.

13. OBLIGATIONS OF THE CONTRACTING PARTY

13.1 To demand the fulfilment of all obligations undertaken by the CONTRACTED PARTY, in accordance with the contractual clauses and the terms of its proposal;

13.2 To perform the follow-up and supervision of the services, by a specially designated server or commission, writing down in a proper record the failures detected, indicating day, month and year, as well as the name of the employees eventually involved, and forwarding the notes to the competent authority for the appropriate measures;

13.3 To notify the CONTRACTED PARTY in writing of any imperfections, faults or irregularities found during the execution of the services, setting a deadline for their correction, making sure that the solutions proposed by the CONTRACTED PARTY are the most appropriate;

13.4 To pay the CONTRACTED PARTY the amount resulting from the provision of the service, within the period and under the conditions established in this Reference Term;

13.5 To not practice acts of interference in the administration of the CONTRACTED PARTY, such as:

13.5.1 To exercise the power of command over the CONTRACTED PARTY's employees, reporting only to the agents or responsible persons indicated by it;

13.5.2 To direct the hiring of people to work in the CONTRACTED PARTY's Companies; and

13.5.3 To promote or accept the deviation of functions of the CONTRACTED PARTY's workers, by using them in activities different from those foreseen in the object of the contract and in relation to the specific function for which the worker was hired.

13.6 To provide, in writing, the necessary information for the development of the services object of the contract; and

13.7 To inform the agency of judicial representation of the *Advocacia Geral da União* to adopt the appropriate measures when the CONTRACTED PARTY fails to comply with its obligations.

14. OBLIGATIONS OF THE CONTRACTED PARTY

14.1 To perform the services as specified in this Reference Term and its proposal, with the allocation of employees needed for the perfect fulfilment of the contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, with the minimum quality and quantity specified in this Reference Term and its proposal;

14.2 To repair, correct, remove or replace, at its own expense, in whole or in part, within the period set by the contract supervisor, the services performed in which vices, defects or inaccuracies resulting from the execution or materials used are found;

14.3 To be responsible for the vices and damages resulting from the execution of the object, as well as for any and all damage caused to the Federal Government or federal entity, and to immediately reimburse the Administration in its entirety, being the CONTRACTING PARTY authorized to deduct from the guarantee, if required in the bidding notice, or from payments due to the CONTRACTED PARTY, the amount corresponding to the damages suffered;

14.4 To use qualified employees with basic knowledge of the services to be executed, in accordance with the standards and determinations in force;

14.5 To prohibit the use, in the performance of the services, of employees who are relatives of public servants occupying a commissioned position or function of trust in the CONTRACTING PARTY agency;

14.6 To be responsible for the compliance with the obligations provided in the Agreement, Convention, Collective Bargaining Agreement or equivalent of the categories covered by the contract, for all labour, social, social security, tax and other obligations provided in specific legislation, whose default does not transfer responsibility to the CONTRACTING PARTY;

14.7 To communicate to the contract supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that may occur at the location of the services;

14.8 To stop, by determination of the CONTRACTING PARTY, any activity that is not being executed in accordance with good technique or that puts at risk the safety of people or property of third parties;

14.9 To promote the technical and administrative organisation of the services, in order to carry them out effectively and efficiently, in accordance with the documents and specifications that are part of this Reference Term, within the established deadline;

14.10 To conduct the work in strict compliance with the rules of the pertinent legislation, fulfilling the determinations of the Public Authorities, always keeping the place of service clean and in the best conditions of safety, hygiene and discipline;

14.11 Maintain during the validity of the contract, in compatibility with the obligations undertaken, all the conditions of qualification and qualification required in the bidding;

14.12 Bear the burden resulting from any error in the dimensioning of the quantities in its proposal, including the variable costs resulting from future and uncertain factors, unless they configure extraordinary and non-contractual terms;

14.13 To provide the services within the established parameters and routines, supplying all materials, equipment and utensils in the appropriate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation;

14.14 The execution of the services should be carried out with the adoption of safety measures relative to the protection of people, materials, installations and equipment, in order to avoid accidents or damages;

14.15 The Contracted Party will be liable, under the terms of the legislation in force in each country, for any accident or damage occurring to personnel, material, facilities and equipment, as well as to third parties during the execution of the services described in these Terms of Reference;

14.16 Bear the transport, food, lodging and social security expenses of its employees involved in the services specified in this Term of Reference, including, when necessary, the displacement between countries;

14.17 Have insurance that covers possible damage caused to the property during the execution of the activities provided in this Term of Reference, resulting from willful misconduct, guilt (negligence, imprudence or incompetence) or omission, of the Contracted party's staff, agent, representative or subcontractor, covering moral and material damages (damages arising and loss of profit).

14.18 The contractor's team must be made up of people who are fluent in English.

15.SUBCONTRACTING

15.1 Partial subcontracting of the object is permitted, up to the limit of 49% of the total value of the contract, under the following conditions: the subcontractor must prove that it has the technical capacity to execute the services, even so, the responsibility for the quality of the services will be the responsibility of the CONTRACTED PARTY.

15.2 In any case of subcontracting, the Contractor remains fully responsible for the perfect execution of the contract, being responsible for supervising and coordinating the subcontractor's activities, as well as being accountable before the Contractor for the strict compliance with the contractual obligations corresponding to the object of subcontracting.

16.SUBJECTIVE CHANGE

16.1 The merger, spin-off or incorporation of the contractor with/into another legal entity is admissible, provided that the new legal entity complies with all qualification requirements required in the original bid; the other clauses and conditions of the contract are maintained; there is no impairment to the performance of the contracted object and the Administration expressly agrees to the continuity of the contract.

17.CONTROL AND SUPERVISION OF IMPLEMENTATION

17.1 The Contractor's representative must promote the registration of the occurrences verified, adopting the necessary measures for the faithful compliance with the contractual clauses.

17.2 The total or partial nonperformance of the obligations and responsibilities assumed by the Contracted Party will result in the application of administrative penalties, as provided in these Terms of Reference.

17.3 The management and supervision activities of the contractual execution shall be performed in a preventive, routine and systematic way, and may be exercised by servants, supervision team or only one servant, provided that, in the exercise of these attributions, the distinction of these activities is assured and, due to the workload, it does not compromise the performance of all actions related to the Contract Management.

17.4 The technical supervision of the contracts will constantly evaluate the execution of the object.

17.5 During the execution of the object, the technical supervisor shall constantly monitor the quality level of the services to avoid their degeneration, and shall intervene to require the CONTRACTED PARTY to correct the faults, failures and irregularities found.

17.6 The inspection referred to in this clause does not exclude or reduce the responsibility of the CONTRACTED PARTY, including before third parties, for any irregularity, even if resulting from technical flaws, defects, or use of inadequate material or inferior quality and, in

the occurrence of this, does not imply co-responsibility of the EMPLOYER or its agents, managers and inspectors.

18. RECEIPT AND ACCEPTANCE OF THE OBJECT

18.1 The issue of the Invoice/Invoice must be preceded by the final receipt of the services, and acceptance shall be made based on the values established in the bidding process.

18.2 Within 10 (ten) calendar days from the recipient's certification, the Contract Manager shall provide the final receipt.

19. PAYMENT

19.1 The issue of the Invoice shall be preceded by the final acceptance of the service, as per the Term of Reference.

19.1.1 Payment shall be made to the CONTRACTED PARTY in two instalments:

- The first Invoice (total amount of insurance plus 50% of the specific service) - should be issued along with the bill of lading, insurance policy and inventory immediately after the shipment of the goods; and

- The second invoice (the remaining 50% of the specific service) must be sent to BACW after the Goods have been delivered to the RESIDENCE IN BRAZIL and "The Baggage Receipt Certificate" has been signed by the receiver, confirming that the service has been satisfactorily completed.

19.2 In case of an insurance claim (damaged or lost DOMESTIC GOODS), **the payment of the remaining 50% will be made by BACW after the insurance company has paid the receiver all the amounts due for the claim**, which will allow the receiver to sign the Baggage Receipt Certificate.

19.3 Payment will be made by the Contractor within **30 (thirty) days** from the receipt of the Invoice/Invoice.

19.4 The sector responsible for payment shall verify whether the Invoice presented expresses the necessary and essential elements of the document, such as:

- period of validity;
- the date of issue;
- bank details; and
- the amount to be paid.

19.5 If there is an error in the presentation of the Invoice or a circumstance that prevents the liquidation of the expense, the payment will be withheld until the Contractor provides the remedial measures. In this case, the deadline for payment will begin after proof of regularization of the situation, not resulting in any burden to the Contractor;

19.6 The date of payment will be the day on which the bank order for payment is issued.

19.7 In cases of eventual late payment, provided that the Contracted party has not contributed in any way to this, the amount due shall be increased by financial restatement, and its calculation will be made from the due date until the date of actual payment, in which late

payment interest will be calculated at the rate of 0.5% (half percent) per month, or 6% (six percent) per year, by applying the following formulas:

$EM = I \times N \times VP$, being:

EM = Moratorium charges;

N = Number of days between the expected date of payment and the actual payment

VP = Amount of the instalment to be paid.

I = Financial compensation index = 0,00016438, thus determined:

$$I = (TX) \quad I = \frac{(6 / 100)}{365} \quad I = 0,00016438$$

TX = Percentage of annual rate = 6%

20. READJUSTMENT

20.1 The prices initially contracted are fixed and unadjustable.

20.2 In the event of occurrence of Force Majeure, the Inspector will issue an Opinion on the claim of the Contracted party, which will be submitted to the approval of the Authorizing Officer of Expenditures and thereafter, formalized through a Contract Amendment prior examined by the Legal Advisory Attached to the Air Force Command.

21. WARRANTY

21.1 There will be no requirement for a contractual performance guarantee.

22. ADMINISTRATIVE PENALTIES

22.1 The CONTRACTED PARTY commits an administrative offence by:

I - cause the partial non-execution of the contract

II - cause partial non-performance of the contract that causes serious damage to the Administration, the operation of public services or the public interest;

III - cause the total non-execution of the contract;

IV - fail to deliver the documentation required for the competition;

V - not maintaining the proposal, except as a result of a duly justified supervening event;

VI - not signing the contract or does not delivering the documentation required for contracting, when summoned within the validity period of its proposal;

VII - cause the delay of the execution or delivery of the object of the bid without justifiable reason;

VIII - submit false declaration or documentation required for the bidding or provide false declaration during the bidding or the execution of the contract;

IX - defraud the bidding or commit fraudulent acts in the execution of the contract;

X - behave dishonestly or commit fraud of any kind; and

XI - practice illicit acts aiming at frustrating the bidding objectives.

22.2 For the total or partial non-execution of the object of this contract, the Administration may apply the following sanctions to the CONTRACTED PARTY:

- i) **Warning**, in case of partial non-performance of the contract, when the imposition of a more severe penalty is not justified.
- ii) **Fine**, will be calculated as per the Bidding Process or the Contract, cannot be less than 0.5% (five tenths percent) nor higher than 30% (thirty percent) of the value of the contract bid or direct contracting and will be applied to the responsible party for the administrative violations foreseen in item 22.1, obeying the following formula:

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

being:

M = fine amount;

C = value corresponding to the phase, stage or portion;

T = constant deadline for the execution of the phase, stage or portion, in working days;

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

N = period of delay, in calendar days.

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

- iii) Suspension from bidding and impediment to contracting with the organ, entity or administrative unit through which the Public Administration concretely operates and acts, for a period of up to three years;
- iv) Declaration of inability to bid or contract.

22.3 The sanctions provided for in sub-items "i", "iii", "iii" and "iv" may be applied to the CONTRACTED PARTY together with those of fine.

22.4 The application of any of the penalties provided will be carried out in an administrative process that will ensure the contradictory and ample defense.

22.4.1 If the Contractor determines, the fine must be paid within 30 (thirty) days from the date of receipt of the communication sent by the competent authority.

23 SUPPLIER SELECTION CRITERIA

23.1 The requirements for legal qualification and tax and labor regularity are the usual for the generality of the objects, as disciplined in the bidding notice.

23.2 The economic-financial qualification criteria to be met by the supplier are provided in the Tender Process.

23.3 The technical qualification criteria to be met by the supplier shall be:

23.3.1 Proof of ability to provide services in characteristics, quantities and deadlines compatible with the object of this bid, or with the relevant item, through presentation of certificate provided by legal entity of public or private law.

a) For the purposes of the proof dealt with in this sub-item, the certificates shall relate to international moving services, e.g. Bill of Lading. For Certificates issued by private companies, will not be considered those belonging to the same corporate group of the bidder, its subsidiary, controlled or controlling company and by company in which there is at least one same individual or legal entity that is a partner of the issuing company and the bidder.

23.4 The criterion for judging the proposal is the lowest unit price.

23.5 The tie-breaker rules between bids are described in the Tender Process.

24 PRICE ESTIMATE AND REFERENCE PRICES

24.1 The maximum acceptable value for the contracting will be those stated in item 1 of the present document.

25. THE BUDGET RESOURCES

25.1 The expenses resulting from this contract will be covered by specific resources allocated in the General Budget of the Federal Government this year, in the appropriation listed below:

Management/Unit: 00001/120090

Source: 0100000000

Programa de Trabalho Resumido: 229140

Expense Element: 339033

PI: SMOV16BAG03

26. GENERAL ARRANGEMENTS

26.1 The Freight Forwarder shall inform BACW, in a timely and appropriate manner, of any classifications, restrictions, notifications, requests, in other words, any problem related to the execution of the service imposed by any Government or intergovernmental body.

26.2 All communication between the Contracted party and the Supervision shall be done in writing, in English or Portuguese.

26.3 Any omissions shall be defined by the Head of BACW, after the issue of an opinion by the Inspector.

26.4 The terms and conditions may be subject to increases or decreases in the estimated quantities and values. However, such increases may not exceed twenty-five percent (25%) of the original total value.

26.5 This bidding process will be governed by American laws and interpreted, evaluated according to the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgment.

WASHINGTON, *according to digital signature.*

DRAFTED BY:

DANIEL DE SOUZA RAMOS Ten Cel Int
Chefe da SAUX da DA

REVIEWED BY:

MICHELE DE SOUZA SIQUEIRA Ten Cel Int
Chefe da Assessoria de Controle Interno

APPROVED BY:

JANO FERREIRA DOS SANTOS Cel Av
Chefe da CABW



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	TERMO DE REFERÊNCIA PREGÃO inglês
Data/Hora de Criação:	05/03/2024 22:51:52
Páginas do Documento:	16
Páginas Totais (Doc. + Ass.)	17
Hash MD5:	3d0b5bd76be53c2d7328a257155a26b5
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 DANIEL DE SOUZA RAMOS no dia 05/03/2024 às 19:34:04 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Suboficial EVIANE BRITO DE ASSIS DIAS no dia 05/03/2024 às 19:41:37 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Segundo Sargento GUSTAVO ELIAS DE LIMA MOTA no dia 05/03/2024 às 20:06:59 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 06/03/2024 às 08:05:07 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 07/03/2024 às 07:46:43 no horário oficial de Brasília.

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO