



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

**TERM OF REFERENCE CABW/2024**  
**REVERSE AUCTION**  
**PROCESS Nº 67102.240105/2024-16**

**1. OF THE OBJECT**

1.1. Contracting of a baggage transport service at the end of a mission abroad, in favor of the military personnel below, according to the conditions, quantities and requirements established herein:

Item	Descrição/Especificação	Unidade de Medida	Qtd	Valor Unitário Máximo (USD)
1	Transportation of luggage, referring to the return to Brazil due to the end of the mission in the United States of America of: COL ALESSANDRO BARBOSA ARRAIS DE OLIVEIRA Origin: Montgomery, AL Destination: Brasília, DF Volume: 24 m <sup>3</sup> Weight: 4,800 kg Insurance: \$76,700.00	SV	1	19,350.00
2	Transportation of luggage, referring to the return to Brazil due to the end of the mission in the United States of America of: LT COL ANGELO MACIEL FLORENCE Origin: Montgomery, AL Destination: Brasília, DF Volume: 20 m <sup>3</sup> Weight: 4,000 kg Insurance: \$76,700.00	SV	1	18,816.67
3	Transportation of luggage, referring to the return to Brazil due to the end of the mission in the United States of America of: COL DENYS MARTINS DE OLIVEIRA Origin: Washington, DC Destination: Brasília, DF Volume: 24 m <sup>3</sup> Weight: 4,800 kg Insurance: \$76,700.00	SV	1	17,500.00
<b>TOTAL</b>				<b>55,666.67</b>

1.2. The object of the tender is in the nature of a common baggage transport service and is provided for in the 2024 Annual Planning for Acquisitions and Contracting (PAAC).

1.3. The quantities of the items are as detailed in the table above.

1.4. This contract will adopt as a regime of execution the contract by Unit Price.

## **2. DEFINITIONS**

2.1. BL (*Bill of Lading*) or Maritime Bill of Lading – a document issued by the carrier, which defines the contracting of the operation, acknowledges the receipt of cargo for shipment and the obligation of delivery at the destination.

2.2. CABW - Brazilian Aeronautical Commission in Washington.

2.3. TERM OF REFERENCE – A set of necessary and sufficient elements, with an adequate level of precision, to characterize the service object of the bidding. It is prepared based on the indications of the preliminary technical studies, which ensure the technical feasibility and enable the evaluation of the costs of the work or service, defining the methods and deadlines for its execution.

2.4. COMAER: Air Force Command.

2.5. CONTRACTOR - Company that wins the bidding process after the approval and award of the object of the bidding.

2.6. CONTRACTOR - Federal Union - Air Force Command, represented by the Brazilian Aeronautical Commission in Washington (CABW).

2.7. BIDDING PROCESS – Defined as: the administrative procedure used to select the most advantageous proposal for the Public Administration, based on the lowest price, and according to criteria established in this Term of Reference, for the provision of services now on the agenda. FACE-TO-FACE AUCTION – Bidding modality for the acquisition of common goods or services in which interested companies bid in a public session, in person, and the most advantageous proposal for the public administration is selected.

2.8. FAB - Brazilian Air Force.

2.9. FISCAL – Individual or commission representing the CONTRACTING PARTY before the CONTRACTOR, systematically appointed to monitor and supervise the execution of the contractual instrument, 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, and which must contain the following information, among others: quantity, supply unit, price, payment terms, taxes, tariffs and bank details.

2.11. OM – Military Organization.

2.12. EXPENSES AUTHORIZER – Agent of the Administration with competence to perform 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 consisting of the registration of all acts and the investigation 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. RECEIPT TERM – Document issued by COMREC (Receiving Committee) attesting and accepting the services performed.

## **3. JUSTIFICATION AND PURPOSE OF THE CONTRACT**

3.1. The CABW has unique attributions within the Air Force Command, notably that of centralizing, within its area of operation, the logistical support and service activities and the administration of agreements, adjustments and bidding processes abroad in the Americas. In addition, it provides administrative support to the Aeronautical Attachés, to the Receiving Committees, to other Organizations and also to the Military and Civilians of the Air Force on mission in these continents.

3.2. The return to Brazil at the end of the mission abroad is a legal right, based on Law No. 5,809/72, amended by Law No. 13,328/16 and Decree No. 71,733/73, amended by Decree No. 8,594/15, and it is the obligation of the Air Force Command to process the contracting in the modality on behalf of the Union.

*Law No. 5,809/72:*

*Art 31. The Ministry to which the public servant assigned to the mission abroad belongs arranges for the tickets and transfer of the luggage:*

*I - round trip, with payment in national currency, if the mission has a duration equal to or less than 6 (six) months;*

*II - outward, with payment in national currency, and return, in foreign currency, if the mission lasts more than 6 (six) months;*

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

*Art 32. The Executive Branch shall establish the limits of cubage and weight of the server's baggage that can be included in transportation.*

*Decree 71.733/73:*

*Art. 32. The server will be ensured the translation, by land or sea, of the respective luggage, from door to door, including packaging, unpacking and insurance, and it will be up to the Ministry or body to which he is linked for the purposes of the mission he will exercise, or exercises, to make the payment of these expenses directly to the responsible company."*

3.3. In this scope, the purpose of this contract is to provide a door-to-door baggage transportation service for military and civilian personnel working for the FAB in the CABW's area of operation, in the process of completing their mission, including collection, storage, embarkation, unloading, customs clearance, delivery and assembly of goods.

3.4. In view of the fact that the execution of the object occurs predominantly abroad, since the transportation of the baggage is initiated abroad (measurement, packaging, collection, transportation), in addition to all the procedures regarding the clearance carried out and intermediated by the company abroad, the bidding will be carried out abroad.

#### **4. SOLUTION DESCRIPTION:**

4.1. The hiring of a specialized company to transport luggage at the end of a mission abroad is extremely important for the object to be fulfilled and meet the needs of civilians, military personnel and their families, whose end of mission is essential for their return to Brazil. In this way, the demand will be met in an advantageous way for the Administration, standardized and as previously authorized by the CABW.

#### **5. CLASSIFICATION OF SERVICES AND FORM OF SELECTION OF SUPPLIER**

5.1. This is a common, non-continuous service, to be contracted through bidding, in the auction modality, in its face-to-face form.

5.2. The provision of services does not generate an employment relationship between the employees of the Contractor and the Contracting Administration, and any relationship between them that characterizes personality and direct subordination is prohibited.

#### **6. HIRING REQUIREMENTS**

6.1. The hiring requirements cover the following points:

6.1.1 The Company is fully responsible for arranging and providing insurance for the HOUSEHOLD GOODS to be transported from door to door. In the event of any disputes, the Company is responsible for negotiating with the Insurer on behalf of the SERVER and mediating any disputes. The mentioned insurance must be valid from the 1st collection until the delivery of all HOUSEHOLD GOODS to the new address of the SERVER in Brazil. If there is no agreement between the server and the insurer, this Commission may carry out local legal consultation to resolve the impasse.

6.1.2 The packaging and collection of the HOUSEHOLD GOODS must be in line with international standards for removals and all packaging materials provided by the BIDDER who wins this Bidding Process must be of FIRST-CLASS QUALITY.

6.1.3 The MILITARY/SERVER may choose to pack some items. In this case, during the first collection, the Company will provide the requested packaging, to allow the SERVER to wrap the items, which will be removed on the 2nd collection.

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

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

6.1.6 The Company is responsible for verifying and arranging, at the SERVER's residence in the country of origin, the best time and location of the trucks during the removal time.

6.1.7 The MILITARY/SERVER will schedule up to 02 (two) collections within the deadline to be requested by the MILITARY/SERVER.

6.1.8 The VOLUME and WEIGHT are the net numbers to which the MILITARY/SERVER is entitled, excluding packing materials and vans, however, it is imperative that all items of the HOUSEHOLD GOODS are packed and placed in waterproofed fumigated vans (including health certificate) or similar. Packaging, elevators, and all other items necessary to perform the removal satisfactorily must be provided, but not as part of the volume and weight allowed to the MILITARY/SERVER. Therefore, ensure that your proposal takes these observations into account.

6.1.9 Please note that HOUSEHOLD GOODS must be inspected to verify the actual total volume and weight to be transported. In this inspection, the company must inform the estimated VOLUME and WEIGHT to the MILITARY/SERVER, so that he can decide which items to include in the move, if his goods exceed the established CUBAGE and WEIGHT limits. The MILITARY/SERVER is entitled to the volume/weight/insurance stated as the maximum allowance for each individual attachment.

6.1.10 The CONTRACTOR must ensure compliance with the limits of WEIGHT and VOLUME of the right of the SERVER/MILITARY, as defined in this Term of Reference, in accordance with Decree No. 71,733/73. The SERVICE PROVIDER's proposal must ensure that, even if one of the criteria is exceeded, and the other is within the limit, there will be no additional charge by the SERVICE PROVIDER to the CABW and the MILITARY/SERVER.

6.1.10.1 VOLUME: To measure the final cubic footage, the amount attested by the service member will be considered, according to the Change Collection Term (Annex I of the Term of Reference).

6.1.10.2 WEIGHT: To measure the legal weight limit, the comparison between the maximum weight established for each MILITARY/SERVER and the net weight of the change will be considered, according to the record of the bill of lading (also known as *Bill of Lading* or BL), excluding the tare weight of the container, which must be forwarded to CABW as soon as possible.

6.1.10.3 Only in the event of exceeding the maximum cubage and weight limit, the SERVICE PROVIDER may make any excess charge to the owner of the move, at the expense of the MILITARY/SERVER for the extra expenses, which must be negotiated directly between the SERVICE PROVIDER and the respective beneficiaries, not generating any burden for the CLIENT.

6.1.11 The shipment and transportation of baggage will be carried out in an EXCLUSIVE CLOSED CONTAINER for the luggage of the SERVER/MILITARY, respecting the conditions established in this Term of Reference.

6.1.12 The Company is responsible for all aspects of the removal and for compliance with all customs clearance legislation and rules IN THE COUNTRY OF ORIGIN and in Brazil. Please also note that the CONTRACTOR must inform the MILITARY/SERVER of all the documents required for customs clearance, with sufficient time for the MILITARY/SERVER to provide the documents.

6.1.13 The Company will be responsible for the packing list so that the items in the box can be identified in the best possible way.

6.1.14 CABW shall not be liable for any additional costs, taxes or fees that may occur due to the negligence of the Company or any other Subcontractors.

6.1.15 The SERVICE PROVIDER shall inform the CUSTOMS AUTHORITIES of the diplomatic status of the MILITARY/SERVANT and his/her HOUSEHOLD GOODS, in specific cases where the MILITARY/SERVANT has this status. The Company must inform the CUSTOMS AUTHORITIES that the SERVER is an employee of the Brazilian government or a member of the CABW.

6.1.16 The Company is responsible for covering the costs of Demurrage and any other taxes, fees or charges that may be applicable. CABW and MILITARY/SERVER will not be responsible for Demurrage, except in cases of Force Majeure. For the purposes of this process, Force Majeure of the Bidding Process 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 act of God (such as hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from performing their obligations under this agreement.

6.1.17 The CONTRACTED PARTY shall provide the name and contact details in Brazil of the subcontracted party before the vessel carrying the HOUSEHOLD GOODS leaves the COUNTRY OF ORIGIN.

6.2 DEADLINES - The Company must comply with the following deadlines:

6.2.1 Provide at least two date options to the MILITARY/SERVER for the collection of the goods from the residence.

6.2.2 The SERVICE PROVIDER must make the first contact with the MILITARY OFFICER/SERVER, within five (5) calendar days from the receipt of the Service Order, to inform the list of necessary documents that the SERVER must provide in the COUNTRY OF ORIGIN and in Brazil for door-to-door service and customs clearance; as well as to schedule the first visit, copying the CABW person in charge in the [protocolo.cabw@fab.mil.br](mailto:protocolo.cabw@fab.mil.br) email.

6.2.3 Provide CABW with the following information:

- Up to 7 (seven) calendar days after the first contact with the service member, whether virtual or face-to-face.

- Up to 15 (fifteen) calendar days from the virtual or face-to-face visit, perform the first collection.

- Where applicable, provide evidence that the SERVER's VAT refund documents have been sent to the customs authorities of the COUNTRY OF ORIGIN;

- Copy of the Bill of Lading or BL (with the description of the WEIGHT) immediately after shipment to Brazil;

- Copy of the INSURANCE DOCUMENT, confirming that the HOUSEHOLD GOODS have been insured;

- Copy of inventory of all HOUSEHOLD GOODS. This list must be the same as the insurance policy inventory and of the same value;

- Inform, monthly (until the 10th of each month), the progress of the service by means of a report;

- Copy of the Collection Term with description of the VOLUME transported.

6.3 Storage time prior to shipment is the responsibility of the contractor.

6.4 The SERVICE MEMBER may use the CONTRACTOR's warehouse, or the CONTRACTOR's subcontractor, for a maximum period of sixty (60) calendar days, in addition to the period used until the items are in conditions for delivery at the destination, at the Company's expense.

6.4.1 Before the end of this period, the Company shall send the USER a written notice requesting the extension of the storage period and inform the Client with a copy of the notification to the MILITARY/SERVER.

6.4.2 The MILITARY/SERVER will be responsible for any additional charges arising from the extension of the storage period, starting on the 61st day. The amount must be agreed in advance between the parties (MILITARY/SERVER and CONTRACTOR).

6.4.3 If the Company does not formally request an extension to make such request, any period longer than the initial 60 days will be considered as a delay in the delivery of the CHANGE.

6.5 The Company will be responsible for ensuring a list containing all the necessary documents for the Shipment and Customs Release and any other necessary procedures will be sent to the SERVER.

## 7 SUSTAINABILITY CRITERIA

7.1 There are no sustainability criteria in this bidding.

## 8 INSPECTION FOR THE BIDDING

8.1 For the correct sizing and preparation of its proposal, the bidder may carry out an inspection at the server's residence, and must schedule an appointment with him through the contacts below:

ITEM	Server	Contact
1	COL ALESSANDRO BARBOSA ARRAIS DE OLIVEIRA	arrais.f5@gmail.com / arraisabao@fab.mil.br (+1) 334 220 6322 / (+55) 21999171402
2	LT COL ANGELO MACIEL FROM FLORENCE	florencaamf@fab.mil.br (334) 224-3901
3	COL DENYS MARTINS DE OLIVEIRA	denysdmo@fab.mil.br (61) 99267-5293 (Whatsapp) / (240) 751- 6002

8.2 The period for inspection will begin on the business day following the publication of the Notice, extending until the business day prior to the date scheduled for the opening of the public session.

8.3 For the inspection, the bidder, or its legal representative, must, if requested, present an identification document and a document issued by the company proving its qualification to carry out the inspection.

8.4 Failure to carry out the inspection may not support subsequent allegations of ignorance of the facilities, doubts or forgetfulness of any details of the places where the services are provided, and the winning bidder must assume the burden of the resulting services.

## 9 OBJECT EXECUTION MODEL

9.1 The term of execution of the services will be 150 (one hundred and fifty) days, starting from the date of issuance of the SO after the signing of the Agreement.

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

## **10 MATERIALS TO BE MADE AVAILABLE**

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

## **11 RELEVANT INFORMATION FOR THE SIZING OF THE PROPOSAL**

11.1 **PRICE PROPOSALS** must be submitted in U.S. dollars.

11.2 The Companies participating in the bidding process must submit their Commercial Proposal based on the **model (CANNOT BE MODIFIED)** available in the Annex to the Notice.

11.3 The total cost shall include all direct and indirect costs for the execution of the services, including expenses with materials and/or equipment, specialized or non-specialized labor, insurance in general, auxiliary equipment, tools, labor and social security charges, taxes, fees, regulations and taxes of any nature, in short, everything necessary for the total execution of the services, as well as profit.

11.4 Requests for the provision of services will be issued by the **CLIENT**, by e-mail, in order to authorize the provision of the **SERVICE PROVIDER**.

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

11.6 Please note that the services related to this **TERM OF REFERENCE** must comply with all laws and regulations established by the governments of the countries to which the change will be removed, as well as international laws and regulations for transportation. Notwithstanding, interested companies must know and comply with the laws and regulations established by the Brazilian government for customs clearance services.

## 12 INSURANCE & INVENTORY

12.1 The Company shall provide insurance coverage for all household goods. Such insurance will 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, according to Annex I of the Notice.

12.3 If the value informed in the inventory is higher than the maximum amount allowed as presented in the USER INFORMATION, Annex I of the Notice, the USER will be responsible for paying the difference. Under no circumstances will the insurance burden stated above the amounts described in the USER INFORMATION Annex I of the Notice be the responsibility of CABW.

12.4 The server will have a period of up to **thirty (30) days** to activate the insurance, and the SERVICE PROVIDER will be responsible for negotiating with the Insurer on behalf of the SERVER and mediating any disputes. The insurer's response period regarding the server's claim is **45 (forty-five) days from the action by the military with the CONTRACTOR**, and the payment, after agreement, must be made within **30 (thirty) days**. If there is no agreement between the server and the insurer, this Commission may carry out local legal consultation to resolve the impasse.

12.5 The Company shall provide all necessary advice in the event of a claim with the Insurer

12.6 The USER or someone authorized 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 authorized by him/her shall be asked to sign the inventory when it is completed.

12.8 A copy of the inventory duly signed by the USER must be sent to the CLIENT with a copy of the INSURANCE POLICY, under the terms of the INSURANCE.

## 13 OBLIGATIONS OF THE CONTRACTING PARTY

13.1 Demand the fulfillment of all obligations assumed by the Contractor, in accordance with the contractual clauses and the terms of its proposal;

13.2 To monitor and supervise the services, by a specially designated public servant or commission, noting in a proper record the failures detected, indicating the 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 Notify the Contractor in writing of the occurrence of any imperfections, failures or irregularities found in the course of the performance of the services, setting a deadline for their correction, making sure that the solutions proposed by the contractor are the most appropriate;

13.4 Pay the Contractor the amount resulting from the provision of the service, within the term and conditions established in this Term of Reference;

13.5 Not to practice acts of interference in the management of the Contractor, such as:

13.5.1 exercise the power of command over the employees of the Contractor, and shall report only to the agents or persons responsible indicated by it;

13.5.2 directing the hiring of people to work in the Contracted companies; and

13.5.3 promote or accept the deviation of functions of the Contractor's employees, through the use of them in activities other than those provided for in the object of the contract and in relation to the specific function for which the employee was hired.

13.6 Provide in writing the information necessary for the development of the services subject to the contract;

13.7 Inform the judicial representation body of the Attorney General's Office to adopt the appropriate measures in the event of non-compliance with obligations by the Contractor.



## **14 OBLIGATIONS OF THE CONTRACTOR**

14.1 Perform the services in accordance with the specifications of this Term of Reference and its proposal, with the allocation of the employees necessary for the perfect fulfillment of the contractual clauses, in addition to providing and using the necessary materials and equipment, tools and utensils, in the minimum quality and quantity specified in this Term of Reference and in its proposal;

14.2 Repair, correct, remove or replace, at its own expense, in whole or in part, within the time limit set by the supervisor of the contract, the services performed in which there are defects, defects or inaccuracies resulting from the performance or the materials used;

14.3 To be responsible for the defects and damages resulting from the execution of the object, as well as for any and all damages caused to the Union or to the federal entity, and must immediately reimburse the Administration in its entirety, with the Contracting Party being authorized to deduct from the guarantee, if required in the public notice, or from the payments due to the Contractor, the amount corresponding to the damages suffered;

14.4 Use qualified employees with basic knowledge of the services to be performed, in accordance with the rules and determinations in force;

14.5 Prohibit the use, in the execution of services, of an employee who is a family member of a public agent occupying a position in commission or a position of trust in the Contracting body.

14.6 To be responsible for the fulfillment of the obligations provided for in the Agreement, Convention, Collective Bargaining Agreement or equivalent of the categories covered by the contract, for all labor, social, social security, tax and other obligations provided for in specific legislation, the failure of which does not transfer responsibility to the Contracting Party;

14.7 Notify the Supervisor of the contract, within 24 (twenty-four) hours, of any abnormal occurrence or accident that occurs at the place of the services.

14.8 Paralyze, by determination of the Contracting Party, any activity that is not being performed in accordance with good technique or that endangers the safety of people or property of third parties.

14.9 Promote the technical and administrative organization of the services, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that make up this Term of Reference, within the given period.

14.10 Conduct the work in strict compliance with the rules of the relevant legislation, complying with the determinations of the Public Authorities, always keeping the place of the services clean and in the best conditions of safety, hygiene and discipline.

14.11 Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the qualification and qualification conditions required in the bidding;

14.12 Bear the burden arising from any mistake in the dimensioning of the quantities of its proposal, including variable costs arising from future and uncertain factors, except if they constitute an extraordinary and extra-contractual area.

14.13 Provide services within the established parameters and routines, providing all materials, equipment and utensils in adequate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

14.14 The execution of the services shall be carried out with the adoption of safety measures related to the protection of people, materials, facilities and equipment, in order to avoid accidents or damage to them.

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

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

14.17 Have insurance that covers any damage caused to the property during the execution of the activities provided for in this Term of Reference, resulting from willful misconduct, fault (negligence, imprudence or malpractice) or omission, of personnel, agents, representatives or subcontractors of the Contractor, covering moral and material damages (consequential damages and loss of profits).

14.18 The contracted company's team should be composed of people who are fluent in the English language.

## **15 SUBCONTRACTING**

15.1 Partial subcontracting of the object is allowed, up to the limit of 49% of the total value of the contract, under the following conditions: the subcontractor must prove to have the technical capacity to perform the services, even so, the responsibility for the quality of the services will be of the CONTRACTOR.

15.2 In any case of subcontracting, the Contractor remains fully responsible for the perfect execution of the contract, and it is incumbent upon it to supervise and coordinate the activities of the subcontractor, as well as to be accountable to the Contracting Party for the strict fulfillment of the contractual obligations corresponding to the object of the subcontracting.

## **16 SUBJECTIVE CHANGE**

16.1 It is admissible to merge, spin-off or incorporate the contractor with/into another legal entity, provided that all the qualification requirements required in the original bidding are observed by the new legal entity; the other clauses and conditions of the contract are maintained; there is no prejudice to the execution of the agreed object and there is the express consent of the Administration to the continuity of the contract.

## **17 CONTROL AND SUPERVISION OF EXECUTION**

17.1 The Contracting Party's representative shall promote the registration of the verified occurrences, adopting the necessary measures for the faithful fulfillment of the contractual clauses.

17.2 Total or partial non-compliance with the obligations and responsibilities assumed by the Contractor will give rise to the application of administrative sanctions, as provided for in this Term of Reference.

17.3 The activities of management and supervision of the execution of the contract must be carried out in a preventive, routine and systematic manner, and may be carried out by civil servants, inspection team or a single public servant, provided that, in the exercise of these attributions, the distinction of these activities is ensured and, due to the volume of work, does not compromise the performance of all actions related to the Management of the Contract.

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 inspector must constantly monitor the level of quality of the services to avoid their degeneration, and must intervene to request the CONTRACTOR to correct the faults, failures and irregularities found.

17.6 The supervision referred to in this clause does not exclude or reduce the liability of the CONTRACTOR, including before third parties, for any irregularity, even if resulting from technical imperfections, redemptive defects, or the use of inadequate or inferior quality material and, in the event of this, does not imply co-responsibility of the CONTRACTING PARTY or its agents, managers and inspectors.

## 18 RECEIPT AND ACCEPTANCE OF THE OBJECT

18.1 The issuance of the Invoice/Invoice must be preceded by the definitive receipt of the services, and the acceptance must 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 arrange for the final receipt.

## 19 PAYMENT

19.1 The issuance of the Invoice/Invoice will be preceded by the definitive receipt of the service, according to the Term of Reference.

19.1.1 The payment must be made to the Company in two moments:

- The first Invoice (total amount of the insurance plus 50% of the specific service) - must be issued accompanied by the bill of lading, insurance policy and inventory right after the shipment of the goods; and

- The second Invoice (the remaining 50% of the specific service) must be sent to CABW after the delivery of the Goods to the RESIDENCE IN BRAZIL and "The Certificate of Receipt of Baggage" is signed by the recipient, confirming that the service has been satisfactorily completed.

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

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

19.4 The sector responsible for making the payment must verify that the Invoice or Invoice presented expresses the necessary and essential elements of the document, such as:

- the deadline for payment;
- 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 settlement of the expense, the payment will be suspended until the Contractor provides the remedial measures. In this case, the payment period will begin after proof of regularization of the situation, without incurring any burden for the Contracting Party;

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

19.7 In the event of any late payment, provided that the Contractor has not contributed in any way to do so, the amount due shall be increased by a financial update, and its calculation shall be made from the date of its maturity until the date of effective payment, in which the default interest shall be calculated at the rate of 0.5% (half a percent) per month, or 6% (six percent) per year, by applying the following formulas:

ME = I x N x PV, where:

MS = Late payment charges;

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

PV = Amount of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6 / 100)}{365} \quad I = 0.00016438 \quad TX = \text{Annual Fee Percentage} = 6\%$$

## 20 READJUSTMENT

20.1 The prices initially contracted are fixed and non-adjustable.

20.2 In the event of the occurrence of a fact that gives rise to economic and financial rebalancing, an inspection opinion will be issued regarding the Contractor's claim, which will be submitted to the approval of the Expenses Authorizing Officer and then, formalized by an Addendum, submitted to the prior examination of the Deputy Legal Counsel of the Air Force Command.

## 21 EXECUTION GUARANTEE

21.1 There shall be no requirement for a contractual guarantee of performance.

## 22 ADMINISTRATIVE PENALTIES

22.1 The CONTRACTOR commits an administrative infraction if:

- I - give cause for the partial non-performance of the contract;
- II - cause the partial non-performance of the contract that causes serious damage to the Administration, to the functioning of public services or to the collective interest;
- III - give cause for the total non-performance of the contract;
- IV - fail to deliver the documentation required for the event;
- V - not to maintain the proposal, except as a result of a duly justified supervening fact;
- VI - not entering into the contract or not delivering the documentation required for the contract, when summoned within the validity period of its proposal;
- VII - cause the delay in the execution or delivery of the object of the bidding without justified reason;
- VIII - submit a false statement or documentation required for the bidding process or make a false statement during the bidding process or the execution of the contract;
- IX - defrauding the bidding process or committing a fraudulent act in the execution of the contract;
- X - behave in an inappropriate manner or commit fraud of any nature; and
- XI - practice unlawful acts with a view to frustrating the objectives of the bidding.

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

- i) **Warning**, in case of partial non-performance of the contract, when the imposition of a more serious penalty is not justified
- ii) **Fine**, calculated in the form of the notice or contract, may not be less than 0.5% (five tenths percent) nor more than 30% (thirty percent) of the value of the contract bid or entered into with direct contracting and will be applied to the person responsible for the administrative infractions provided for in item 22.1, according to the following formula:

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

Being:

- M = amount of the fine;
- C = value corresponding to the phase, stage or parcel;
- T = constant deadline for the execution of the phase, stage or installment, in working days;
- F = progressive factor, according to the table in the table below; and
- N = delay period, in calendar days.

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

iii) Suspension of bidding and impediment of contracting with the body, entity or administrative unit through which the Public Administration operates and acts concretely, for a maximum period of up to three years;

iv) Declaration of unsuitability to bid or contract.

22.3 The sanctions provided for in sub-items "i", "iii", "iii" and "iv" may be applied to the SERVICE PROVIDER together with fines.

22.4 The application of any of the penalties provided for will be carried out in an administrative proceeding that will ensure the adversarial process and the full defense.

22.4.1 If the Contracting Party determines, the fine must be collected within a maximum period of thirty (30) days from the date of receipt of the communication sent by the competent authority.

## **23 SUPPLIER SELECTION CRITERIA.**

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

23.2 The economic and financial qualification criteria to be met by the supplier are provided for in the public notice.

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

23.3.1 Proof of aptitude for the provision of services in characteristics, quantities and terms compatible with the object of this bidding, or with the pertinent item, upon presentation of a certificate provided by a legal entity of public or private law.

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

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

23.5 The tie-breaking rules between proposals are those detailed in the public notice.

## **24 ESTIMATION OF PRICES AND REFERENCE PRICES.**

24.1 The maximum acceptable value for contracting will be those listed in item 1 of this document.

## **25 BUDGETARY RESOURCES.**

25.1 The expenses arising from this contract will be charged to the account of specific resources allocated in the General Budget of the Union for this year, in the allocation detailed below:

Management/Unit: 00001/120090

Source: 1000000000

Short Work Programme: 229140

Expense Element: 339033

## 26 GENERAL PROVISIONS

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

26.2 All communication between the Contractor and the Inspection will be carried out in writing, with writing in English or Portuguese.

26.3 Any omissions will be defined by the Head of the CABW, after the issuance of an opinion by the Supervisor.

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

26.5 This bidding process will be governed by U.S. law and interpreted, evaluated in accordance with the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgment.

26.6 The following annexes are included in this Terms of Reference:

ANNEX I – Change Collection Term;

ANNEX II – Baggage Receipt Certificate.

Washington, D.C., *as per digital signature.*

Prepared by:

*Digitally signed*  
DANIEL DE SOUZA RAMOS Lt. Col. Int  
Head of SAUX of the DA

Reviewed by:

*Digitally signed*  
MICHELE DE SOUZA SIQUEIRA Lt. Col. Int  
Head of Internal Control Advisory

Approved by:

*Digitally signed*  
JANO FERREIRA DOS SANTOS Col. Av  
Head of CABW



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	TERMO DE REFERÊNCIA PREGÃO inglês
Data/Hora de Criação:	23/04/2024 23:17:46
Páginas do Documento:	14
Páginas Totais (Doc. + Ass.)	15
Hash MD5:	07969642c24701b621eb6bbe2d2b958d
Verificação de Autenticidade:	<a href="https://autenticidade-documento.sti.fab.mil.br/assinatura">https://autenticidade-documento.sti.fab.mil.br/assinatura</a>

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 23/04/2024 às 19:35:52 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 25/04/2024 às 07:48:40 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 25/04/2024 às 09:46:23 no horário oficial de Brasília.