

ANNEX V

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT No. XXXX/CABW/2024

BIDDING PROCESS No. 240270/CABW/2024
PAG No. 67102.240270/2024-60



CONTENT

1. FIRST CLAUSE - DEFINITIONS	3
2. SECOND CLAUSE - OBJECT	4
3. THIRD CLAUSE - EXECUTION REGIME	7
4. FOURTH CLAUSE - PRICES, PAYMENT TERMS AND READJUSTMENT	7
5. FIFTH CLAUSE - DEADLINES	8
6. SIXTH CLAUSE - INSURANCE	8
7. SEVENTH CLAUSE - VALUE OF THE CONTRACT	8
8. EIGHTH CLAUSE - GUARANTEE	8
9. NINTH CLAUSE - THE BUDGET RESOURCES	8
10. TENTH CLAUSE - OBLIGATIONS OF THE CONTRACTED PARTY	9
11. ELEVENTH CLAUSE - OBLIGATIONS OF THE CONTRACTING PARTY	10
12. TWELFTH CLAUSE - SUPERVISION OF THE CONTRACT	10
13. THIRTEENTH CLAUSE - PENALTIES	11
14. FOURTEENTH CLAUSE - EXTINCTION OF THE CONTRACT	13
15. FIFTEENTH CLAUSE - ADDITIONS AND SUPPRESSIONS	14
16. SIXTEENTH CLAUSE - VINCULATION	14
17. SEVENTH CLAUSE - PARTS OF THIS CONTRACT	15
18. EIGHTEENTH CLAUSE - CURRENCY	15
19. NINETEENTH CLAUSE - GUARANTEE OF QUALITY	15
20. TWENTYTH CLAUSE - LANGUAGE	15
21. TWENTY-FIRST CLAUSE - RESPONSIBILITY	15
22. TWENTY-SECOND CLAUSE - JURISDICTION AND CHOICE OF LAW	16
23. TWENTY-THIRD CLAUSE - CORRESPONDENCE AND NOTIFICATION	16
24. TWENTY-FOURTH CLAUSE - FINAL PROVISIONS	16



PAG No.: **67102.240270/2024-02**
CONTRACT No.: **XXX/CABW/2024**

CONTRACT FOR THE TRANSPORTATION OF UNACCOMPANIED BAGGAGE OF DOMESTIC OBJECTS, DOOR TO DOOR, BY SEA OR LAND, IN FAVOR OF MILITARY PERSONNEL OF THE AERONAUTICS COMMAND, ON THEIR RETURN TO BRAZIL, AT THE END OF THEIR MISSIONS ABROAD, WHICH THE BRAZILIAN FEDERAL GOVERNMENT ENTERS INTO, THROUGH THE BRAZILIAN AERONAUTICS COMMISSION IN WASHINGTON, WITH THE COMPANY [COMPANY NAME]

The Brazilian Government, through the Brazilian Aeronautical Commission in Washington, with main office located at 1701 22nd St NW, Washington, D.C. 20008, represented herein by **Col. JANO FERREIRA DOS SANTOS**, in the use of its legal attributions, and in the terms of § 1° of the article 89 of the Federal Law No. 14,133/2021, hereafter called CONTRACTING PARTY, and the company [COMPANY NAME] with head office at [STREET], [ZIP CODE], CITY/STATE, hereafter called CONTRACTED PARTY, herein represented by Mr./Mrs. [COMPANY'S REPRESENTATIVE], bearer of [ID XXX], and bearing in mind the content of PAG No. 67102.240270/2024-60, and the final result of Bidding Process No. 240270/CABW/2024, based on the premises contained in article 1, of Annex III, of Ordinance GM-MD No. 5,175, of December 15, 2021, Decree No. 9,507, 2008, and Normative Instruction SLTI/MPOG No. 5/2017, and related legislation, hereby decide to enter into this contract agreement, in accordance with the following terms and conditions:

1. FIRST CLAUSE - DEFINITIONS

1.1. In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definition's hereafter:

1.2. THE ADMINISTRATION - The Brazilian Federal Government, represented by the Brazilian Aeronautical Commission in Washington;

1.3. FAB - Brazilian Air Force;

1.4. COMAER - Brazilian Air Force Command;

1.5. CELOG - Aeronautical Logistics Center;

1.6. BACW - Brazilian Aeronautical Commission in Washington;

1.7. CONTRACTED PARTY - Individual or legal organization contracted to perform the required services;

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

1.9. OM - Military Organization;

1.10. PAAI - Formal internal administrative procedure which consists in the registration of all acts to determine the administrative facts necessary to clarify and review judgments of the competent authority, allowing due process, which will culminate in the implementation or not of the administrative sanctions;

1.11. PAG - Administrative Management Process;



1.12. EXPENDITURE CONTRACT or CONTRACT - Contract that the Public Administration (CONTRACTING PARTY), acting as such, signs with a private individual or other Administrative Entity (CONTRACTED PARTY), for the performance of the services in question and under the conditions established by the Public Administration itself;

1.13. EXPENDITURE ORDERER - Administrative agent with the power to carry out acts that result in quotes for resources, authorize payment, supply resources, approve budgets, among other actions;

1.14. COMREC - Commission appointed by the BACW to inspect the execution and receipt of the services described in this Contract signed by both parties (BACW and the CONTRACTED PARTY);

1.15. MONITOR - Individual or commission representing the CONTRACTING PARTY to the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Brazilian Federal Government, in all their aspects;

1.16. INVOICE - Commercial document formalizing a purchase and sale abroad, which must contain - among other information - the following data: supply quantity, supply unit, price, payment terms, taxes, duties, and the FAB Purchase Order Number;

1.17. TERM OF REFERENCE - According to Law No. 14,133 of April 1, 2021, is the document required for contracting goods and services, which must contain the parameters and elements set forth in item XXIII of article 6. It is prepared based on suggestions taken from preliminary technical studies, which ensure the technical feasibility and adequate treatment of the project's environmental impact, as well as the evaluation of the project's or service's costs, defining the methods and deadlines for its execution;

1.18. TERM OF RECEIPT - Document issued by the COMREC attesting and accepting the services performed;

1.19. DOU - Federal Official Gazette;

1.20. BL (Bill of Landing) - 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; and

1.21. FORCE MAJEURE - Occurrence of a specific event, the effects of which effects of which could not be avoided or prevented, or by the supervening of an exceptional or unforeseeable event, beyond the control of the parties, which fundamentally alters the conditions of performance of the CONTRACT, such as, for example meteorological factors, orbital correction maneuvers or collision diversion maneuvers, as well as collision avoidance, as well as other factors with no causal link to the action or omission of the CONTRACTED PARTY.

2. SECOND CLAUSE - OBJECT

2.1. The object of this contract is the contracting of a specialized company for the removal of UNACCOMPANIED LUGGAGE, hereinafter referred to as Domestic Goods, door-to-door, by sea or land, for the 15 (fifteen) MILITARIES of the Aeronautical Command returning to Brazil at the end of their missions abroad, as per Item 1 of Term of Reference CABW/2024:

ITEM	DESCRIPTION/ SPECIFICATION	UNIT OF MEASURE MENT	QTY	MAXIMUM UNIT VALUE (USD)
1	Transport of unaccompanied baggage for: Lt. Col. RICARDO ANTUNES GOMES	SV	1	US\$ XXXXX



	Origin: COCHABAMBA - BOLIVIA Destination: RIO DE JANEIRO/RJ - BRAZIL Volume: 24 m ³ Weight: 4,800 Kg Insurance: US\$ 111,800.00			
2	Transport of unaccompanied baggage for: Cap. RICARDO DAVID BENEDICTIS Origin: COCHABAMBA - BOLIVIA Destination: RIO DE JANEIRO, RJ - BRAZIL Volume: 22 m ³ Weight: 4,400 Kg Insurance: US\$ 83,850.00	SV	1	US\$ XXXXX
3	Transport of unaccompanied baggage for: Col. BRUNO PEDRA Origin: TUCSON, AZ - USA Destination: BRASÍLIA/DF - BRAZIL Volume: 24 m ³ Weight: 4,800 Kg Insurance: US\$ 76,700.00	SV	1	US\$ XXXXX
4	Transport of unaccompanied baggage for: Maj. PEDRO KUKULKA DE ALBUQUERQUE Origin: WASHINGTON DC - USA Destination: SÃO JOSÉ DOS CAMPOS, SP - BRAZIL Volume: 24 m ³ Weight: 4,800 Kg Insurance: US\$ 76,700.00	SV	1	US\$ XXXXX
5	Transport of unaccompanied baggage for: Col. IVAN LUIZ DE SIQUEIRA Origin: WASHINGTON/DC - EUA Destination: SÃO PAULO, SP - BRAZIL Volume: 20 m ³ Weight: 4,000 Kg Insurance: US\$ 76,700.00	SV	1	US\$ XXXXX
6	Transport of unaccompanied baggage for: Lt. Col. ANDRE ROSSI KUROSWISKI Origin: ORLANDO/FL - EUA Destination: SÃO JOSÉ DOS CAMPOS, SP - BRAZIL Volume: 26 m ³ Weight: 5,200 Kg Insurance: US\$ 78,520.00	SV	1	US\$ XXXXX
7	Transport of unaccompanied baggage for: Maj. CLAUDIO GONÇALVES SOARES JUNIOR Origin: LOGAN/UT - USA Destination: SÃO JOSÉ DOS CAMPOS, SP - BRAZIL Volume: 20 m ³ Weight: 4,000 Kg Insurance: US\$ 76,700.00	SV	1	US\$ XXXXX



8	Transport of unaccompanied baggage for: Cap. BRUNO HENRIQUE FLORES DOS SANTOS MATTOS Origin: LOGAN/UT - USA Destination: SÃO JOSÉ DOS CAMPOS, SP - BRAZIL Volume: 20 m ³ Weight: 4,000 Kg Insurance: US\$ 57,525.00	SV	1	US\$ XXXXX
9	Transport of unaccompanied baggage for: Lt. Col. DANIEL ALBERTO PAMPLONA Origin: DAYTON/OH - USA Destination: SÃO JOSÉ DOS CAMPOS, SP - BRAZIL Volume: 22 m ³ Weight: 4,400 Kg Insurance: US\$ 76,700.00	SV	1	US\$ XXXXX
10	Transport of unaccompanied baggage for: Maj. DAVID FERNANDO LANDENBERGER Origin: SAN/ANTONIO/TX - USA Destination: BRASÍLIA/DF - BRAZIL Volume: 24 m ³ Weight: 4,800 Kg Insurance: US\$ 76,700.00	SV	1	US\$ XXXXX
11	Transport of unaccompanied baggage for: Col. MARCELO JORGE PESSOA CAVALCANTE Origin: MONTREAL - CANADA Destination: BRASÍLIA/DF - BRAZIL Volume: 24 m ³ Weight: 4,800 Kg Insurance: US\$ 84,500.00	SV	1	US\$ XXXXX
12	Transport of unaccompanied baggage for: MSgt. RENATO RODRIGUES DE BRITO Origin: WASHIGTON/DC - USA Destination: ANÁPOLIS/GO - BRAZIL Volume: 18 m ³ Weight: 3,600 Kg Insurance: US\$ 30,680.00	SV	1	US\$ XXXXX
13	Transport of unaccompanied baggage for: W.O. FÁBIO MARTINS Origin: WASHIGTON/DC - USA Destination: BRASÍLIA/DF - BRAZIL Volume: 18 m ³ Weight: 3,600 Kg Insurance: US\$ 30,680.00	SV	1	US\$ XXXXX
14	Transport of unaccompanied baggage for: MSgt. RENAN BUENO DA SILVA Origin: WASHIGTON/DC - USA Destination: GUARATINGUETÁ/SP - BRAZIL Volume: 20 m ³ Weight: 4,000 Kg	SV	1	US\$ XXXXX



	Insurance: US\$ 30,680.00			
15	Transport of unaccompanied baggage for: W.O. EDVAN CYRILO DE LUNA Origin: SAN ANTONIO/TX - USA Destination: SANTA MARIA/RS - BRAZIL Volume: 20 m ³ Weight: 4,000 Kg Insurance: US\$ 30,680.00	SV	1	US\$ XXXXX
TOTAL				US\$ XXXXX

2.2. The object of this contract is carried out in strict compliance with the Term of Reference CABW/2024.

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

- ANNEX A** - TERM OF REFERENCE; and
- ANNEX B** - PRICE PROPOSAL FROM THE CONTRACTED PARTY.

3. THIRD CLAUSE - EXECUTION REGIME

3.1. This CONTRACT is signed in the form of indirect execution, for the unit price.

4. FOURTH CLAUSE - PRICES, PAYMENT TERMS AND READJUSTMENT

4.1. The company must send CABW the BL (Bill of Lading) or Road Bill of Lading, the insurance policy, and the inventory before issuing the Invoice so that CABW can calculate the invoice.

4.2. The payment shall be made to the CONTRACTED PARTY in two moments:

- The first Invoice will show the total amount of insurance plus 50% of the specific service; 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" is signed by the receiver confirming that the service has been satisfactorily completed.

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

4.4. Payment will be made by the CONTRACTING PARTY within 30 (thirty) days from receipt of the Invoice.

4.5. The sector responsible for making the payment shall verify whether the Invoice presented contains the necessary and essential elements of the document, such as:

- the invoice due date;
- the issue date;
- bank details; and
- the amount to be paid.

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



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

4.8. 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 x N x 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 = Percentual da taxa anual = 6%

5. FIFTH CLAUSE - DEADLINES

5.1. The period of validity of this contract shall be 12 (twelve) months from the date of signature, with the period of execution of the service being 150 days starting from the Service Order issue, according to the Term of Reference CABW/2024.

5.2. The non-observance of the deadlines established in the Term of Reference CABW/2024 will only be admitted by the CONTRACTING PARTY when due to force majeure or unforeseeable circumstances.

6. SIXTH CLAUSE - INSURANCE

6.1. See clause 12 of the Term of Reference CABW/2024.

7. SEVENTH CLAUSE - VALUE OF THE CONTRACT

7.1. The total maximum value of the CONTRACT is **US\$ XXXX**, which varies according to the final size and insurance.

8. EIGHTH CLAUSE - GUARANTEE

8.1. The financial guarantee is not required for this contract.

9. NINETH CLAUSE - THE BUDGET RESOURCES

9.1. The expenses resulting from this contract will be covered by funds made available in BACW's Action Plan, as per the Purchase Order nº **XXXXX**, through the Summary Work Program 229140 and nature of expense is 339033.

9.2. Payments will be made to the CONTRACTED PARTY, by the BACW, in US dollars (USD).



10. TENTH CLAUSE - OBLIGATIONS OF THE CONTRACTED PARTY

- 10.1.** Perform the services as specified in this contract and in the Term of Reference CABW/2024 and its price 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 the Term of Reference CABW/2024 and its price proposal;
- 10.2.** 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;
- 10.3.** 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 Union or federal entity, and must 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;
- 10.4.** Use qualified employees with basic knowledge of the services to be executed, in accordance with the standards and determinations in force.
- 10.5.** Forbid the use, in the performance of the services, of employees who are relatives of public officials occupying a commissioned position or function of trust in the Contracting agency.
- 10.6.** 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 labor, social, social security, tax, and other obligations provided in specific legislation, whose default does not transfer responsibility to the CONTRACTING PARTY;
- 10.7.** Communicate to the contract supervisor, within 24 (twenty-four) hours, any abnormal occurrence or accident that may occur at the location of the services.
- 10.8.** 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.
- 10.9.** Promote the technical and administrative organization of the services, in order to carry them out effectively and efficiently, in accordance with the documents and specifications that are part of the Term of Reference CABW/2024, within the established deadline.
- 10.10.** 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.
- 10.11.** Maintain during the validity of the contract, in compatibility with the obligations undertaken, all the conditions of qualification and qualification required in the bidding;
- 10.12.** 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.
- 10.13.** 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.
- 10.14.** 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, to avoid accidents or damages.



10.15. 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 this contract and in the Term of Reference CABW/2024.

10.16. Bear the transport, food, lodging and social security expenses of its employees involved in the services specified in this contract and the Term of Reference CABW/2024, including, when necessary, the displacement between countries.

10.17. Have insurance that covers possible damage caused to the property during the execution of the activities provided in this contract and the Term of Reference CABW/2024, resulting from wilful misconduct, guilt (negligence, imprudence, or incompetence) or omission, of the CONTRACTED PARTY's staff, agent, representative, covering moral and material damages (damages arising and loss of profit).

10.18. The CONTRACTED PARTY must be made up of people who are fluent in English for the United States and Canada or Spanish for South American countries.

11. ELEVENTH CLAUSE - OBLIGATIONS OF THE CONTRACTING PARTY

11.1. Require the fulfilment of all obligations undertaken by the CONTRACTED PARTY, in accordance with the contractual clauses and the terms of its proposal.

11.2. 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.

11.3. 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 CONTRACTING PARTY are the most appropriate.

11.4. Pay the CONTRACTED PARTY the amount resulting from the provision of the service, within the period and under the conditions established in the Term of Reference CABW/2024.

11.5. Do not practice acts of interference in the administration of the CONTRACTED PARTY, such as:

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

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

11.5.3. 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.

11.6. Provide, in writing, the necessary information for the development of the services object of the contract;

11.7. 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.

12. TWELFTH CLAUSE - SUPERVISION OF THE CONTRACT



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

12.2. The total or partial non-performance of the obligations and responsibilities assumed by the CONTRACTED PARTY will result in the application of administrative penalties, as provided in Term of Reference CABW/2024.

12.3. 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.

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

12.5. 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.

12.6. 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 CONTRACTING PARTY or its agents, managers and inspectors.

13. THIRTEENTH CLAUSE - PENALTIES

13.1. 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 because 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.

13.2. 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) **Written warning**, in the event of non-compliance with any of the contractual obligations considered to be minor faults, understood as those that do not cause significant damage to the contracted service
- ii) **Fine**, to be applied in case of delay in the execution of any stage, according to the following formula:

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

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

13.4. The enforcement of any of the penalties provided will be carried out in an administrative process that will ensure the contradictory and ample defence.

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



14. FOURTEENTH CLAUSE - EXTINCTION OF THE CONTRACT

14.1. The following are reason for the rescission of this contract:

- a) non-compliance or irregular compliance of the bidding process documents, contractual clauses, specifications, projects, or deadlines;
- b) non-compliance of regular determinations issued by authority designated to monitor and supervise its execution, or by a higher authority;
- c) social alteration or change in the purpose or structure of the company that impairs the execution of the contract;
- d) the declaration of bankruptcy or civil insolvency, the dissolution of the company or the death of the CONTRACTED PARTY's representative;
- e) occurrence of unforeseen circumstances or force majeure, regularly proven, preventing the execution of the contract; and
- f) reasons of public interest, justified by the highest authority of the CONTRACTING PARTY or entity.

14.2. If a reason for termination occurs, in the form of the provisions of sub-clause 13.1, the CONTRACTING PARTY shall immediately suspend the payment of the instalments not yet released, and the CONTRACTED PARTY shall present, within 30 (thirty) calendar days from the date of the reception of the notification of termination, all the receipts of the expenses incurred in the execution of the object.

14.3. The CONTRACTING PARTY will issue a detailed notification, in which it will communicate the rescission with the fundamentals of its decision.

14.4. This contract may also be terminated by unilateral act of the Administration, by amicable agreement or by legal means, observing the following provisions:

14.4.1. determined by a unilateral and written act of the Administration, in the cases listed below:

- 14.4.1.1.** non-compliance with contractual clauses, specifications, projects, or deadlines;
- 14.4.1.2.** irregular compliance with contractual clauses, specifications, projects, and deadlines;
- 14.4.1.3.** the slowness of compliance, leading the Administration to prove the impossibility of completing the work, service, or supply, within the stipulated deadlines;
- 14.4.1.4.** the unjustified delay in the beginning of the work, service, or supply;
- 14.4.1.5.** the stoppage of the work, service, or supply, without just cause and prior communication to the Administration;
- 14.4.1.6.** failure to comply with the regular determinations of the designated authority to monitor and supervise its execution, as well as those of its superiors;
- 14.4.1.7.** the repeated commission of faults in its execution, noted in the form of the Administration representative recording all occurrences related to the execution of the contract, determining what is necessary to regularize the observed faults or defects;
- 14.4.1.8.** the declaration of bankruptcy or the initiation of civil insolvency;



14.4.1.9. the dissolution of the company or the death of the CONTRACTING PARTY's representative;

14.4.1.10. social alteration or modification of the purpose or structure of the company, which jeopardizes the execution of the contract;

14.4.1.11. reasons of public interest, of high relevance and wide knowledge, justified and determined by the highest authority of the administrative sphere to which the CONTRACTING PARTY is subordinated and recorded in the administrative process to which the contract refers;

14.4.1.12. the occurrence of acts of God or force majeure, regularly proven, preventing the execution of the contract.

14.4.2. amicable, by agreement between the parties, reduced to term in the bidding process, provided it is convenient for the Administration;

14.4.3. judicial, under the terms of the legislation;

14.4.4. The administrative or amicable termination must be preceded by written and substantiated authorization from the competent authority.

14.4.5. When the termination takes place based on reasons of public interest, highly relevant and widely known, justified and determined by the highest authority of the administrative sphere to which the CONTRACTING PARTY is subordinated and recorded in the administrative process to which the contract refers or the occurrence of acts of God or force majeure, regularly proven, preventing the execution of the contract, without the CONTRACTING PARTY being at fault, it will be compensated for the regularly proven damages he has suffered, with the right to:

14.4.5.1. warranty return;

14.4.5.2. payments due for the execution of the contract up to the date of termination;
and

14.4.5.3. payment of the cost of demobilization.

14.4.6. In the event of impediment, stoppage or suspension of the contract, the execution schedule will be automatically extended for an equal time.

14.5. The occurrence of FORCE MAJEURE may generate grounds for termination of this contract, provided that its consequences remain for 30 (thirty) calendar days or more, being configured as impeding the continuity of performance of the contract object, observing the provisions of subclause 14.2.

15. FIFTEENTH CLAUSE - ADDITIONS AND SUPPRESSIONS

15.1. The CONTRACTED PARTY is obliged to accept, in the same conditions agreed upon, the additions or suppressions of up to 25% (twenty-five percent) of the initial value of this contract, which at the discretion of the CONTRACTING PARTY, if necessary, with the option to suppress beyond this limit, by agreement between the parties.

15.2. The increases and suppressions mentioned in clause 15.1 shall be formalized by means of Amendments to the original Contract, based on opinions or justifications.

16. SIXTEENTH CLAUSE - VINCULATION



16.1. This contract is bound to the PAG No. 67102.240270/2024-60 of the Bidding Process No. 240270/CABW/2024 and to the proposal of the CONTRACTED PARTY.

17. SEVENTH CLAUSE - PARTS OF THIS CONTRACT

17.1. For the best characterization of this contract, as well as to define procedures arising from the obligations herein contracted, the attachments listed below are an integral part of this instrument, as if transcribed herein:

- a) CONTRACTED PARTY's Price Proposal; and
- b) Term of Reference CABW/2024.

18. EIGHTEENTH CLAUSE - CURRENCY

18.1. For all legal and contractual purposes, the currency used in the payments to be made under this contract shall be the United States dollar (USD).

19. NINETEENTH CLAUSE - GUARANTEE OF QUALITY

19.1. The CONTRACTED PARTY shall take responsibility and guarantee the execution of the services established in this CONTRACT, in accordance with the criteria and parameters established in the Term of Reference CABW/2024.

20. TWENTYTH CLAUSE - LANGUAGE

20.1. The official language to be used in meetings, correspondence, and other documents, shall be **English**, unless otherwise agreed in writing by the parties.

21. TWENTY-FIRST CLAUSE - RESPONSIBILITY

21.1. The CONTRACTED PARTY recognizes its position of direct and exclusive responsibility for the full execution of the object of the present contract, in reason of which it assumes its full responsibility for the damages that, by itself, its agents and employees cause to the public patrimony or third parties, not excusing nor reducing this responsibility in view of the activity of the SUPERVISION and the monitoring of the works by the CONTRACTING PARTY.

21.2. The CONTRACTED PARTY hereby assumes full responsibility, in court or out of court, for any delinquencies related to the payment of salaries of the personnel allocated or used in the execution of the services herein contracted, as well as the respective labor, tax and social security charges, exempting the UNION from any charges resulting from labor, social security and tax lawsuits filed by its employees and agents and third parties damaged by voluntary action or omission, on its part.

21.3. The parties, individually, shall be liable for any costs and indemnities, arising out of illegal acts of civil or criminal nature, which, involving their teams, in the contractual work and activities, when frequenting the other party's property sites, except in cases where such events have occurred due to the fault of the visited party.

21.4. Any failure by the CONTRACTING PARTY to demand the strict compliance with the obligations of the CONTRACTED PARTY, in the terms and conditions established in the present contract, including its annexes and the documents originated from them, or to tolerate procedures or the practice of acts of the CONTRACTED PARTY not supported by the dispositions of this instrument and, further, if the CONTRACTING PARTY does not exercise its prerogatives deriving



from this instrument, the CONTRACTED PARTY recognizes that such liberalities do not constitute and will not constitute, whatever the case may be, a waiver or novation, and will not affect the right of the CONTRACTING PARTY to take the corrective measures or the suitable providences, at any time, based on its contractual prerogatives or based on the law.

22. TWENTY-SECOND CLAUSE - JURISDICTION AND CHOICE OF LAW

22.1. This Contract shall be governed by and enforced in accordance with the laws of the District of Columbia, including the Uniform Commercial Code as adopted in the District of Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this Contract.

22.2. The parties agree to make a diligent and good faith attempt to resolve all disputes amicably before either party initiates litigation upon termination of the contract.

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

23. TWENTY-THIRD CLAUSE - CORRESPONDENCE AND NOTIFICATION

23.1. All correspondence, reports or notifications which are based on the provisions of this contract shall always be presented in writing, being considered received when delivered to the addresses indicated below or others that the parties may indicate during the execution of this instrument.

CONTRACTING PARTY:

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

Attn: Bidding and Contracts Division

1701 22nd St NW, Washington, D.C. 20008 - USA

Phone: +1 (202) 518-7348

Fax: +1 (202) 483-4684

E-mail: chf.dlc.cabw@fab.mil.br

CONTRACTED PARTY:

COMPANY NAME

Attn: Mr. **Legal Representative's name**

Address:

Phone:

Fax:

E-mail:

23.2. The correspondence to which this Clause refers may be made by letter.

23.3. The parties shall communicate any changes in the addresses mentioned in a written document, registered at the receiving agency, under penalty of applicable penalties

24. TWENTY-FOURTH CLAUSE - FINAL PROVISIONS

24.1. For all purposes of this contract, the CONTRACTED PARTY agrees and recognizes, from now on, that the people in charge of the execution of its contractual obligations, individuals, or legal entities, do not have representation or authorization from the CONTRACTING PARTY to, in name of the latter, position themselves, speak or act, as well as they do not have with it, CONTRACTING PARTY, any employment relationship.



24.2. The draft of this CONTRACT has the following legal opinion No. 00004/2023/COJAER/CGU/AGU, dated March 31st, 2023; Order No. 00425/2024/COJAER/CGU/AGU, dated April 13th, 2023; Opinion No. 00223/2024/COJAER/CGU/AGU, dated 00431/2024/COJAER/CGU/AGU; and Order No. 00431/2024/COJAER/CGU/AGU, dated 00431/2024/COJAER/CGU/AGU, both from the Legal-Adjunct Department of the Aeronautical Command - COJAER.

And, for being thus agreed, the parties declare to accept all the provisions set forth in the Clauses of this contract, which, after being read and found to agree, is signed by their representatives and witnesses below.

Washington, D.C., XXXX, 2024

FOR THE CONTRACTING PARTY:

Col. JANO FERREIRA DOS SANTOS
Head of BACW

FOR THE CONTRACTED PARTY:

COMPANY REPRESENTATIVE

WITNESSES:

Lt. Col. MICHELE DE SOUZA SIQUEIRA
Head of Fiscal Division, BACW

MONITOR OF THE CONTRACT

WITNESSES for the CONTRACTED PARTY:

WITNESS



ANNEX A

TERM OF REFERENCE

DRAFT



ANNEX B

PRICE PROPOSAL

DRAFT



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	BP 240270 - ANNEX V - CONTRACT DRAFT_EN
Data/Hora de Criação:	10/07/2024 16:43:32
Páginas do Documento:	19
Páginas Totais (Doc. + Ass.)	20
Hash MD5:	e0fc3338b282c0fbb8671528badff42a
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 RONALD WILLIAM TURQUE DE ARAUJO no dia 10/07/2024 às 15:07:33 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 10/07/2024 às 15:22:07 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 10/07/2024 às 15:28:25 no horário oficial de Brasília.