

ANNEX III

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



CONTRACT No. XXX/CABW/2025

BIDDING PROCESS No. 240614/CABW/2025

PAG No. 67102.240614/2024-31

[DRAFT]



-----**CONTRACT DRAFT**-----

PAG Nº 67102.240614/2024-31

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-----**CONTRACT DRAFT**-----

PAG Nº **67102.240614/2024-31** CONTRACTING A SPECIALIZED COMPANY TO
CONTRACT NO. **XXX/CABW/2025** SUPPLY AVIATION KEROSENE FUEL, ON DEMAND,
TO SUPPLY AIRCRAFT AND EQUIPMENT OF THE
AERONAUTICAL COMMAND ON MISSIONS OUTSIDE
BRAZILIAN TERRITORY, WHICH THE BRAZILIAN
FEDERAL GOVERNMENT ENTERS INTO, THROUGH
THE BRAZILIAN AERONAUTICAL COMMISSION IN
WASHINGTON, WITH THE COMPANY **[COMPANY
NAME]**.

The Brazilian Government, through the Brazilian Aeronautical Commission in Washington, headquartered at 1701 22nd St N.W. Washington, D.C., Postal Code 20008, USA, hereby represented by **Col Av JANO FERREIRA DOS SANTOS**, in the use of its legal attributions, and under the terms of § 1 of Art. 89 of Federal Law no. 14.133/2021, hereinafter referred to as the CONTRACTING PARTY, and the company **[NAME OF COMPANY]**, with registered office at **[STREET]**, Postal Code **[POSTAL CODE]**, in the Municipality **[STATE / MUNICIPALITY]**, hereinafter referred to as the CONTRACTED PARTY, hereby represented by Mr./Mrs. **[NAME OF LEGAL REPRESENTATIVE]**, bearer of ID No. **[ID No.]**, and in view of the contents of PAG No. 67102.230875/2023-61, and the final result of Bidding Notice No. 240582/CABW/2025, based on the premises contained in Art. 1, of Annex III, of GM-MD Ordinance No. 5.175, of December 15, 2021, Decree No. 9.507, of 2008, and SLTI/MPOG Normative Instruction No. 5/2017, and related legislation, resolve to enter into this contract and execute this instrument, in accordance with the following terms and conditions:

1. CLAUSE ONE - DEFINITIONS

- 1.1. To make terminology easier to understand and simplify the text, the following abbreviations and expressions have been adopted, followed by their definitions below:
- 1.2. **ADMINISTRATION** - Brazilian Federal Government, represented by the Brazilian Aeronautical Commission in Washington;
- 1.3. **COMAER** - Brazilian Air Force Command;
- 1.4. **COMREC** - Commission for the Receipt of Goods and Services;
- 1.5. **CONTRACTED PARTY** - the natural or legal person contracted to perform the services;
- 1.6. **CONTRACTING PARTY** - Brazilian AERONAUTICAL Commission in Washington, DC (BACW);
- 1.7. **EXPENDITURE CONTRACT or CONTRACT** - The 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;
- 1.8. **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;



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1.9. FAB - Brazilian Air Force;

1.10. ICA - Aeronautical Command Directive;

1.11. INVOICE - Commercial document that formalizes the act of purchase and sale, which must contain, among other information, the following data: quantity of supply, unit of supply, price, payment terms, taxes, fees, and FAB purchase order number;

1.12. OM - Military Organization;

1.13. FISCAL - the individual or committee that represents the CONTRACTING PARTY vis-à-vis the CONTRACTED PARTY, designated to systematically supervise compliance with the contractual clauses and complementary orders issued by the Government, in all its aspects;

1.14. PAAI - Formal internal administrative procedure consisting of the recording of all acts to ascertain the administrative facts necessary to clarify and review the judgments of the competent authority, allowing for due process, which will culminate in the application or not of administrative sanctions;

1.15. PAG - Administrative Management Process;

1.16. TERM OF REFERENCE - According to Law No. 14.133, of April 1, 2021, it is the document required for contracting goods and services, which must contain the parameters and elements listed in item XXIII, of Art. 6. It is prepared based on suggestions taken from preliminary technical studies, which guarantee the technical feasibility and adequate treatment of the environmental impact of the project, as well as the evaluation of the costs of the project or service, defining the methods and deadlines for its execution; and

1.17. RECEIPT TERM - Document issued by COMREC attesting to and accepting the services provided.

2. CLAUSE TWO - OBJECT

2.1. Supply of aviation kerosene type fuel, on demand, to supply Air Force Command aircraft and equipment on missions outside Brazilian territory, in accordance with the characteristics described in the TERM OF REFERENCE, Annex A - and in the spreadsheet below:

ITEM	SPECIFICATION	UNIT MEASURED	ANNUAL QUANT	QUANT (5 YEARS)	DISCOUNT	UNIT VALUE/GAL (US\$)	VALUE TOTAL (US\$)
1							
2							
3							
4							
5							
TOTAL US\$							



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2.2. The estimates detailed in this CONTRACT do not imply any obligation on the part of the CONTRACTING PARTY.

2.3. They bind this contract, regardless of transcription:

2.3.1. The Term of Reference;

2.3.2. The Bidding Notice;

2.3.3. The CONTRACTED PARTY's Price Proposal;

2.3.4. Any annexes to the above documents

2.4. The following annexes form an integral part of this contract, regardless of whether or not they are transcribed herein:

ANNEX A - TERM OF REFERENCE;

ANNEX B – CONTRACTED PARTY PRICE PROPOSAL; and

ANNEX C - PHYSICAL-FINANCIAL SCHEDULE.

3. CLAUSE THREE - DURATION AND EXTENSION

3.1. The term of the contract is five (5) years, extendable for a further five (5) years.

4. CLAUSE FOUR - CONTRACT EXECUTION AND MANAGEMENT MODELS

4.1. The CONTRACT will be executed on a unit-price basis.

4.2. The object will be executed by the CONTRACTED PARTY as described herein and in accordance with the TERM OF REFERENCE, Annex A.

5. CLAUSE FIVE - SUBCONTRACTING

5.1. Subcontracting is authorized and its terms are set out in the TERM OF REFERENCE, Annex A.

6. CLAUSE SIX - PRICE

6.1. The total value of the contract is **US\$..... (.....)**

6.2. The above amount includes all ordinary direct and indirect expenses arising from the execution of the object, including taxes and/or duties, social, labor, social security, fiscal and commercial charges, administration fees, freight, insurance, and others necessary for full compliance with the object of the contract.

7. CLAUSE SEVEN - PAYMENT

7.1. Payment will be made and its terms are set out in the TERM OF REFERENCE, Annex A.

8. CLAUSE EIGHT - READJUSTMENT

8.1. The contracted price for the object is fixed and non-adjustable during the first year. The adjustment rules are set out in the Terms of Reference, Annex A

9. CLAUSE NINE – CONTRACTING PARTY OBLIGATIONS



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9.1. In addition to what is established in the Term of Reference, the CONTRACTING PARTY, through the assistance of the CONTRACT FISCAL, duly designated for this function, shall:

- 9.1.1.** Appoint a RECEIPT COMMISSION (COMREC), by means of an Internal Document, to proceed with the receipt of the qualitative and quantitative object of the CONTRACT;
- 9.1.2.** Provide all the conditions for the CONTRACTED PARTY to be able to execute the object in accordance with the provisions of the CONTRACT, the Public Notice, and its Annexes, and especially the Term of Reference;
- 9.1.3.** Demand compliance with all the obligations assumed by the CONTRACTED PARTY in accordance with the provisions of the CONTRACT and the terms and conditions of its proposal;
- 9.1.4.** Notify the CONTRACTED PARTY in writing of any irregularities during the execution of the object, and set a deadline for their correction;
- 9.1.5.** Pay the CONTRACTED PARTY the amount due for the execution of the object, as established in the CONTRACT, upon receipt and acceptance of the Invoice; and
- 9.1.6.** Ensure that, throughout the term of the CONTRACT, all the eligibility and qualification conditions required in the bidding process are maintained, in line with the obligations assumed by the CONTRACTED PARTY.

10. CLAUSE TEN – CONTRACTED PARTY OBLIGATIONS

10.1. In addition to what is established in the TERM OF REFERENCE, the **CONTRACTED PARTY** shall:

- 10.1.1.** Execute the object in accordance with the specifications of the TERM OF REFERENCE and its proposal, with the resources necessary to fully comply with the provisions of the CONTRACT;
- 10.1.2.** Strictly observe the specifications and instructions contained in the Public Notice;
- 10.1.3.** Take full responsibility for the execution of the contracted object;
- 10.1.4.** Ensure the supply of all materials and equipment necessary for the full and perfect fulfillment of contractual obligations;
- 10.1.5.** To be responsible for the selection, qualification, transportation, food, lodging, hiring and dismissal of its employees, as well as their legal status before the labor, traffic, insurance, health, and social security authorities. Failure by the CONTRACTED PARTY to comply with the obligations set out herein does not make the CONTRACTING PARTY liable for payment;
- 10.1.6.** The CONTRACTING PARTY shall also be liable for any damage caused directly to the CONTRACTING PARTY as a result of the execution of the object by the CONTRACTING PARTY's employees or appointed agents;
- 10.1.7.** Provide all clarifications requested by the CONTRACTING PARTY and respond immediately to any complaints;
- 10.1.8.** Replace, at no cost to the CONTRACTING PARTY, any material or equipment supplied that suffers any type of damage caused by the misuse of its employees, or that has been rejected during inspection tests;
- 10.1.9.** The CONTRACTED PARTY is prohibited from disclosing to third parties any information about the nature or progress of the execution of the object contemplated in this Contract, as



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well as from notifying the written or oral press, including television and/or any other means of public dissemination, except with the explicit consent of the CONTRACTING PARTY;

10.1.10. To assume all civil liability for all work carried out and for damage caused by action or omission on the part of the CONTRACTED PARTY's employees, workers, agents, or representatives, whether intentional or not, vis-à-vis the Brazilian Government (Brazilian Air Force Command) and third parties;

10.1.11. Use qualified employees who have the essential knowledge to carry out the work in accordance with the rules and regulations in force;

10.1.12. To be responsible for all labor, social and tax obligations, as well as any other duties or obligations provided for in specific legislation, the breach of which shall not result in liability for the CONTRACTING PARTY;

10.1.13. Guide its employees on the need to follow the guidelines provided by the CONTRACTING PARTY, including with regard to the CONTRACTING PARTY's internal regulations, if any;

10.1.14. Maintain throughout the term of the Contract, in accordance with the obligations assumed, all the conditions of eligibility and qualification required in the bidding process;

10.1.15. Not to transfer to third parties, in any way, even partially, any of the responsibilities assumed without the prior express written approval of BACW under the terms of this CONTRACT;

10.1.16. To be responsible for the costs arising from any mistakes made in the calculation of the quantitative items in its bid, including variable costs associated with future and uncertain events, and to be responsible for covering these items if what was initially provided for in its bid is not sufficient to carry out the object of the bid;

10.1.17. All work carried out by the CONTRACTED PARTY shall be its responsibility and shall be carried out in accordance with the CONTRACT;

10.1.18. The CONTRACTED PARTY shall not carry out any extra service without first providing an estimated budget, which must be formally authorized by the CONTRACTING PARTY;

10.1.19. The CONTRACTED PARTY shall appoint a Manager for the purposes of overall management of the activities/services, monitoring of the CONTRACT and representation with the CONTRACTING PARTY;

10.1.20. Meet all the CONTRACTING PARTY's requirements, especially those relating to deadlines, execution, and completion of the contracted object;

10.1.21. Be responsible for any claims and financial charges that may arise from any legal actions, or damages caused directly or indirectly by the CONTRACTED PARTY, and which may eventually be imputed to BACW by third parties;

10.1.22. Promptly notify BACW in writing of any and all information related to any errors, mistakes or flaws found in the Term of Reference; and

10.1.23. Use of appropriate equipment and tools, which allow the correct execution of the object, and use efficient and safe working methods.

11. ELEVENTH CLAUSE - FINANCIAL GUARANTEE

11.1. A contractual financial guarantee is not required for this contract.



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12. CLAUSE TWELVE - VIOLATIONS AND ADMINISTRATIVE SANCTIONS

12.1. As set out in the TERM OF REFERENCE, Annex A to this Contract.

13. CLAUSE THIRTEEN - TERMINATION OF CONTRACT

13.1. The contract will be terminated when the term stipulated therein has expired, regardless of whether or not the obligations of both contracting parties have been fulfilled.

13.2. The contract may be terminated before the deadline set therein, at no cost to the CONTRACTING PARTY, when the latter does not have the budget credits to continue it or when it considers that the contract no longer offers an advantage.

13.3. Termination in this case shall occur on the next anniversary date of the contract, provided that the CONTRACTING PARTY notifies the CONTRACTED PARTY at least two (2) months in advance of this date.

13.4. If the notice of non-continuation of the contract referred to in this sub-item is given less than two (2) months before the anniversary date, the contract will be terminated after two (2) months from the date of the notice.

13.5. The contract may be terminated before the obligations stipulated therein have been fulfilled, or before the deadline set therein, unilaterally for failure or non-performance on the part of the CONTRACTED PARTY, or amicably, with due regard for the adversarial process and a full defense.

13.6. A corporate alteration or change in the company's purpose or structure will not give rise to extinction if it does not restrict its ability to conclude the contract.

13.7. If the operation involves a change in the contracted legal entity, an addendum must be drawn up for the subjective change.

14. CLAUSE FOURTEEN - BUDGET ALLOCATION

14.1. The expenses arising from this contract will be covered by specific funds set aside in the Federal Budget for this financial year, in the appropriation listed below:

- I. Management/Unit:
- II. Source of funds:
- III. Work Program:
- IV. Expenditure Item:
- V. Internal Plan:
- VI. Purchase Order:

15. CLAUSE FIFTEEN - AMENDMENTS TO THE CONTRACT

15.1. The CONTRACTED PARTY is obliged to accept, under the same terms and conditions, any changes that imply additions or deletions that may be necessary, at the discretion of BACW, up to a limit of 25% (twenty-five percent) of the total original value of the Contract.

15.2. The contract may be amended, with due justification and evidence, to re-establish the initial economic and financial balance of the contract in the event of force majeure, unforeseeable



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circumstances or events of incalculable consequences, which make it impossible to perform the contract as agreed, respecting, in any case, the objective distribution of risk established in the contract.

15.3. Contractual changes must be made by signing an addendum, submitted for prior approval by the CONTRACTED PARTY's legal counsel, except in cases where there is a justified need to anticipate their effects, in which case the addendum must be formalized within a maximum period of one (1) month, analogous to the provisions of article 132 of Law No. 14,133 of 2021.

15.4. Records that do not characterize a change to the contract can be made by simple apostille, without the need to sign an amendment.

16. CLAUSE SIXTEEN - CONTRACT MONITORING

16.1. The FISCAL must be an agent or agents of the Administration, specifically appointed by the Administration, in order to monitor and supervise compliance with the contract to be entered into.

16.2. Monitoring contractual compliance consists of checking the conformity of the items supplied and allocating the necessary resources.

16.3. Verification of proper contractual compliance must be carried out based on the criteria established in the TERM OF REFERENCE and in accordance with the contractual terms.

16.4. The execution of the contract must be monitored and supervised by means of supervisory instruments, including the monitoring of compliance with the obligations arising from this CONTRACT.

16.5. The FISCAL shall record all events related to the execution of the Contract.

16.6. The CONTRACTING PARTY's supervision of the execution of the contract does not eliminate the CONTRACTED PARTY's liability, even to third parties, for any irregularity, even if it arises from technical imperfections, faults, or improper use of equipment, and, when they occur, such occurrences do not imply any liability on the part of the CONTRACTING PARTY, its agents, or employees.

16.7. The FISCAL must also comply with the following procedures:

16.7.1. Follow up on all supply requests issued to the CONTRACTED PARTY;

16.7.2. Demand compliance with all the obligations set out in this Contract and its annexes.

16.7.3. Submit all proposals, questions, discrepancies, and difficulties encountered during the execution of the contract or which require approval and/or a decision to the ORDERER OF EXPENDITURE;

16.7.4. Receive BILLS, compare them with the amounts established in the CONTRACT, and prepare the BILLING REPORT; and

16.7.5. Issue a Contract Status Report by the fifth day of the following month.

17. CLAUSE SEVENTEEN - RECEIPT OF THE OBJECT

17.1. The CONTRACT will be received by the Receiving Committee in accordance with the specifications set out in the TERM OF REFERENCE, Annex A to this Contract.

17.2. It is the responsibility of the RECEIPT COMMISSION (COMREC):



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- 17.2.1.** Ensure that the CONTRACTED PARTY follows the description of all the items that are the subject of the TERM OF REFERENCE and its proposal;
- 17.2.2.** Receive or reject the items in accordance with the specifications set out in the TERM OF REFERENCE;
- 17.2.3.** Once approved, the invoices are sent to the BACW's Bidding and Contracts Division, accompanied by the Statement of Receipt. If there are any discrepancies, the invoice must be returned to the CONTRACTED PARTY so that the necessary corrections can be made, with a letter explaining the reasons for the return; and
- 17.2.4.** All proposals, doubts, discrepancies, and difficulties encountered during the execution of the CONTRACT, or which require evaluation, must be submitted to the CONTRACT SUPERVISOR for approval and/or a determination must be approved by the Head of the BACW.

18. EIGHTEENTH CLAUSE - MODIFICATION OF THE CONTRACTED PARTY

18.1. The merger, sale, or incorporation of the CONTRACTED PARTY with/into another entity is permitted, provided that all the qualifications established in the Bid are maintained, all the clauses of the Contract are maintained, there is no prejudice to the conclusion of the contract, and the CONTRACTING PARTY, at its discretion, formally accepts the above in order to continue with the execution of the contract.

19. CLAUSE NINETEEN - ACTS OF GOD OR FORCE MAJEURE

19.1. Acts of God or force majeure must be notified in writing to the Head of BACW, via the FISCAL, so that he can decide on the appropriate course of action, provided that it can be proven that such events affect the supply of items in connection with the subject matter of this CONTRACT.

19.2. For the purposes of this CONTRACT, events will be considered unforeseeable or force majeure if they fall within the scope of natural disasters, climatic events with disastrous consequences, wars and strikes

20. CLAUSE TWENTY - LANGUAGE

20.1. It is agreed between the parties that the language of this CONTRACT, for the purposes of documentation, correspondence, and any other interests, shall be **English**.

21. CLAUSE TWENTY-ONE - JURISDICTION AND CHOICE OF LAW

21. 1. This Agreement shall be made and construed, 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 jurisdiction or conflict of laws doctrine that may apply.

21.2. The parties agree to make a diligent and good faith attempt to resolve all disputes amicably before either party initiates litigation upon termination of contract pursuant to Clause 22 of this Agreement.

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

22. CLAUSE TWENTY-TWO - CORRESPONDENCE AND NOTIFICATION



-----**CONTRACT DRAFT**-----

22.1. All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be deemed received by the CONTRACTING PARTY and the CONTRACTED PARTY if delivered to the addresses indicated below by one of the parties to the other or to any other addresses that may be communicated by the PARTIES throughout the term of this CONTRACT.

CONTRACTING PARTY:

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
For the attention of: Bidding and Contracts Division
1701 22nd Street NW, Washington, D.C. 20008 -
USA Phone: (202) 518-7348
Fax: (202) 483-4684
E-mail: chf.dlc.cabw@fab.mil.br

CONTRACTED PARTY:

Name of CONTRACTED PARTY
For the attention of: Mr./Mrs. **Name of legal representative**
Address 1:
Address 2:
Phone:
Fax
Email:

The parties have signed this CONTRACT in the presence of the undersigned witnesses.

Washington, DC, **date of digital signature.**

CONTRACTING PARTY:

JANO FERREIRA DOS SANTOS Col.
Head of BACW

CONTRACTED PARTY:

COMPANY REPRESENTATIVE

WITNESSES:

MICHELE DE SOUZA SIQUEIRA Lt Col Int
Head of BACW's Internal Control Department



-----CONTRACT DRAFT-----

WITNESS FOR THE CONTRACTED PARTY:

NAME: ID n°



CONTRACT DRAFT

ANNEX A

TERM OF REFERENCE



~~CONTRACT DRAFT~~

ANNEX B

PRICE PROPOSAL



CONTRACT DRAFT

ANNEX C

PHYSICAL AND FINANCIAL SCHEDULE



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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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 13/01/2025 às 11:49:41 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 13/01/2025 às 12:12:24 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 13/01/2025 às 19:16:37 no horário oficial de Brasília.