



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
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BIDDING PROCESS – REVERSE AUCTION Nº 007/CABE/2023
PROCESSO Nº 67103.230208/2023-79

It is made public that the Federal Union - Ministry of Defence - Aeronautical Command, through the BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE - BACE, headquarters at 16 Great James Street, London United Kingdom WC1N 3DP, shall conduct a bidding process, in the form of REVERSE AUCTION, in-person mode, under the system of lowest unit price, obeying the principles of isonomy, selection of the most advantageous proposal for the Administration, legality, impartiality, morality, publicity, efficiency, equality, public interest, planning, transparency, effectiveness, segregation of duties, motivation, administrative probity, binding to the summoning instrument, objective judgment, legal security, reasonableness, competitiveness, proportionality, celerity, economy, national sustainable development and the requirements established in this Bidding Process.

Date of Session: 21/09/2023

Time: 13:00H

Place: 16 Great James Street, London United Kingdom WC1N 3DP

Judgment Criteria: Lowest Price per item

Execution System: Unit Price

1. THE OBJECT

1.1 The object of this bidding is to select the most advantageous proposal for the provider of continuous cleaning and conservation service for CABE's internal and external areas, in accordance to the conditions, quantities and requirements established in this Bidding Process and its attachments.

1.2 The criterion for judging will be the lowest price, subject to the requirements contained in this Bidding Process and its Annexes regarding the specifications of the object.

1.3 The object of this bidding is provisioned at the Annual Planning for Acquisitions and Contracts (PAAC) of 2023, through code CABE23SER013.

2. THE BUDGET RESOURCES

2.1 The expenses to attend this bid are programmed in a separate budget allocation, provided in the Union budget for the year 2023, in the classification below:

Management/Unit: 120091

Resource Funds: 1050000140

Summary Work Program: 168919

Expense Element: 339039

Internal Plan: A0000340100

3. ACCREDITATION AND OPENING OF THE SESSION

3.1 In the public session for receipt of proposals and qualification documents, the bidder/representative shall present itself for accreditation before the Auctioneer duly provided with document that accredits him/her to participate in this bid, and shall also identify him/herself by presenting the ID card or other equivalent document. The representative who appears in the Dun & Bradstreet Report or in the instrument of incorporation/articles of association will be considered accredited.

3.2 In cases of representation, the accreditation shall be made through a public power of attorney or statement of the bidder with powers for the accredited person to speak on his behalf at any phase of this bid (ANNEX III), and may formulate offers and bids and perform all other relevant acts of the bidding, on behalf of the bidder.

3.3 Each accredited person may represent only one bidder.

3.4 At this stage, the representative shall submit:

- a) Declaration of compliance with the requirements for qualification (ANNEX V) and ANNEX III, if any.
- b) Envelopes containing the price proposal and qualification documents, separate, non-reclosable and closed, with the following wording on the outside and front, in highlighted characters:

BID N° 007/CABE/2023 BIDDER: _____[COMPANY NAME] ENVELOPE N° 01 – QUALIFICATION DOCUMENTS

BID N° 007/CABE/2023 BIDDER: _____[COMPANY NAME] ENVELOPE N° 02 – PRICE PROPOSAL
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3.5 To the interested bidders it is reserved the right to send the Declaration of Compliance with Qualification Requirements (ANNEX V) and the envelopes Commercial Proposal and Qualification Documents by mail, provided that they are registered at the Brazilian Aeronautical Commission in Europe, with all identification of the bidder and relevant data to the bidding procedure and, at least 30 minutes prior to the scheduled opening of the public session mentioned above.

3.6 The entire procedure of submission and regularity of information and content of the documents referred to in item 3.4 is at the risk of the bidder.

4. CONDITIONS OF PARTICIPATION

4.1 May participate in this Bidding interested parties whose nature of business is compatible with the subject of this bid, and must submit self-declaration, as per Annex IV, or any document proving the nature of the business (item 9.6 a), at the time of delivering the qualification documents.

4.2 May not participate in this bid, the companies:

4.2.1 bankrupt or under insolvency proceedings, under competition of creditors, in the process of dissolution, judicial recovery, extrajudicial recovery, merger, division, incorporation or liquidation;

4.2.2 that have the right to bid and contract with BACE suspended, or that have been declared unfit to bid or contract with the Federative Republic of Brazil;

4.2.3 whose employee of any Body or entity linked to the Ministry of Defence / Aeronautical Command is a partner, manager or technical in-charge;

4.2.4 whose commercial branch does not specify activity pertinent and compatible with the object of this bid;

4.2.5 that are, directly or indirectly, under the control of the same group of individuals or legal entities of another BIDDER; and

4.2.6 legal entity in which there is an administrator or partner with management power, family member of a holder of commissioned or trustworthy position who acts in the area responsible for the demand or contracting or of a hierarchically superior authority in the contracting body.

For the purposes of this item, the spouse, partner or direct or collateral relative, by consanguinity or affinity, up to the third degree, is considered a family member.

4.3 It is also forbidden to use, in the execution of the contracted services, any employee of the future Contracted party who is a relative of a public official occupying a commissioned position or trust position in this contracting agency.

5. PRESENTATION OF THE PROPOSAL AND QUALIFICATION DOCUMENTS

5.1 The Price Proposal, issued by computer or typewritten, written in English, clearly written without amendments, deletions, additions or interlineation duly dated and signed, as well as initialled on all its pages by the bidder or its representative, shall contain:

5.1.1 The characteristics of the object in a clear and precise manner, in compliance with the specifications contained in the Reference Term.

5.1.2 Total price per item, in numeral, expressed in Great British Pounds, in accordance with the prices practiced in the market, considering the quantities stated in the Reference Term.

5.1.2.1. The Price Proposal must include all costs related to equipment and products that are needed for the proper execution of the object, such as expenses with cleaning products, labour charges, taxes, fees, commuting, insurances and any other expenses that influence the object to be contracted.

5.1.3 Starting date of the services being provided, according to the maximum parameter of the Reference Term.

5.1.4 Term of validity of the proposal not less than 60 (sixty) calendar days from the date of its presentation.

5.2 The participation in the bidding implies full acceptance to total by the bidder of the conditions set forth in this Bidding Process and its annexes.

6. FILLING IN THE PROPOSAL

6.1 The presentation of the proposals implies the obligation to comply with the provisions contained therein, in accordance with the Reference Term, and the bidder undertakes to perform the services under its terms, as well as to supply the necessary materials, equipment, tools and utensils, in quantities and quality suitable for the perfect execution of the contract, promoting, when required, its replacement.

6.2 The prices offered, both in the initial proposal, as in the auction bidding stage, shall be the sole responsibility of the bidder that is not allowed to plead any amendment, under allegation of error, omission or any other pretext.

7. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF AUCTION BIDDINGS

7.1 The Auctioneer will verify the bids submitted, disqualifying those that are not in accordance with the requirements established in this Tender Process.

7.2 The disqualification of a proposal shall always be justified and recorded in the Minutes.

7.3 The auctioneer will classify the author of the proposal with the lowest price and those who have presented proposals in successive values and higher by up to 10% (ten percent), in relation to the lowest price, to participate in the bidding phase.

7.4 When the minimum number of proposal required (three) in the conditions defined in the previous sub-item is not achieved, the auctioneer will classify the best subsequent proposals, up to a maximum of three, so that their authors may participate in the verbal bidding, whatever the prices offered.

7.5 The criteria adopted will be the lowest price, as defined in this Bidding Process and its attachments.

7.6 If the bidder does not submit auction bids, it shall compete with the value of its proposal.

7.7 The auctioneer will invite the classified bidders individually, in sequence, to submit verbal bids, starting with the author of the proposal classified as the highest price and the others, in descending order of value.

7.8 The bid must be offered for the unit value of the item.

7.9 The withdrawal from submitting a verbal bid, when called by the Auctioneer, will imply the exclusion of the bidder from the bidding stage and the maintenance of the last price submitted by him, for the purpose of ordering the proposals.

7.10 In the event of a tie between proposals, or between proposal and bid, the tie-breaking criterion will be made through a final dispute, in which case the tied bidders may submit a new proposal in a continuous act to the classification.

7.11 If the tie persists, evaluation of the bidders' prior contractual performance, for which registration records should preferably be used for the purpose of attesting to compliance with obligations and, finally, a public draw will be held.

7.12 Once the lowest-price final bid has been determined, the Auctioneer may negotiate with the bidder to obtain a better price, observing the judgment criteria, and negotiating conditions other than those provided for in this Process is not permitted.

8. ACCEPTABILITY OF THE WINNING PROPOSAL

8.1 Once the negotiation stage is closed, the auctioneer will examine the proposal classified in first place regarding the adequacy to the subject matter and the compatibility of the price in relation to the maximum stipulated for contracting in this Bidding Process and its annexes.

8.2 If there is only one offer and provided that it meets all the terms of this process and that its price is compatible with the estimated value of the contract, it may be accepted.

8.3 If the lowest value proposal is not acceptable, or is disqualified, the Auctioneer will examine the subsequent proposal, and so on, in the order of classification, until the determination of a proposal that meets the Bidding Process.

8.4 In this situation, the Auctioneer may negotiate with the bidder in order to obtain a better price.

8.5 When judging the proposals, the Auctioneer may correct errors or failures that do not change their substance, by means of a reasoned order, recorded in minutes and accessible to all, attributing validity and effectiveness to classification purposes.

8.6 If the proposal of the bidder holding the lowest price is acceptable, he must prove his qualification condition, as determined in this Process.

8.7 The winning proposal or bid will be disqualified if:

8.7.1 does not comply with the requirements set out in this tender process;

8.7.2 it contains an irreparable defect or illegality;

8.7.3 does not present the specifications required by the Reference Term;

8.7.4 submit a final price higher than the maximum fixed price.

8.8 If there are indications of unfeasibility of the price proposal, or in the case of need for further clarifications, steps may be taken so that the company proves the feasibility of the proposal.

8.9 When the bidder presents a final price lower than 30% (thirty percent) of the average of the prices offered for the same item, and the unenforceability of the proposal is not flagrant and evident by the analysis of the cost spreadsheet, and its immediate disqualification is not possible, it will be mandatory to carry out steps to verify the legality and feasibility of the proposal.

8.10 Once the analysis regarding the acceptance of the proposal is concluded, the auctioneer will verify the qualification of the bidder, observing the provisions of this Bidding Process.

9. QUALIFICATION

9.1 As a precondition to the examination of the qualification documentation of the bidder holding the bid ranked first, the Auctioneer will check for possible non-compliance with the conditions of participation,

especially regarding the existence of a sanction that prevents participation in the event or future contracting.

9.1.1 Once the existence of a sanction is verified, the Auctioneer will consider the bidder disqualified, due to lack of participation condition.

9.2 If the conditions for participation are met, the qualification of the bidders will be verified through the presentation of the following documents:

9.3 Legal qualification:

- a) Instrument of incorporation (association) of the supplier;
- b) Document of incorporation of the company, if any; and
- c) Operating license, commercial registration or document authorizing the operation of the company.

9.4 Economic-Financial Qualification:

a) BACE will consult the Dun & Bradstreet website, being considered qualified companies with risk indicator 1 (low) and 2 (low to moderate). This risk indicator is directly correlated with the Failure Score and will be used for financial capacity purposes.

b) Company statement (ANNEX II), informing:

i) the bidder's legal name, as it must appear on any futures contract, Tax Registration Number or equivalent, and full address;

ii) that it is not in bankruptcy, insolvency, suspended or prevented from bidding or from any commercial transaction with the Public Administration; and

iii) that it is aware of the entire content of this Bidding Process and its Annexes and that it fully accepts and submits to the conditions and requirements contained therein, as well as the legislation relevant to the subject.

c) Copy of a valid identity document or passport of the legal owner / managing director who is signing the documents on behalf of the Bidder.

d) If the person signing the documents is only a representative, Annex III must be attached together with the qualification documentation, attaching the valid identity document or passport of the legal owner / administrative director who signed the Annex, as well as the representative.

9.5 Technical Qualification:

a) Present at least one Certificate proving to have carried out the provision of cleaning services. For Certificates issued by private sector 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 one individual or legal entity that is a partner of the issuing company and of the bidder will not be considered.

9.6 Others

a) Declaration of the company (ANNEX IV), informing the branch of activity of the business or documents of the company that prove the branch of its activity: Certificate of Registration/Incorporation, or Certificate of Incorporation of the company, or Articles of Association, or other organizational document similar;

9.7 The declaration of the winner will take place immediately after the qualification phase.

9.8 If there is a need to thoroughly analyse the required documents, the Auctioneer will suspend the session, informing the new date and time for its continuation.

9.9 The bidder who does not prove his qualification, either for not presenting any of the documents required for that purpose, or for presenting them in disagreement with the provisions of this Bid Process, will be disqualified.

10. FORWARDING THE WINNING PROPOSAL

10.1 The final proposal of the bidder declared the winner must be sent within 48 (forty-eight) hours, counting from the request of the Auctioneer.

10.1.1. The final proposal must be written in English, typed or typed, in one copy, without amendments, erasures, between the lines or reservations, the last sheet must be signed and the others initialed by the bidder or his legal representative.

10.2. The final proposal must be documented in the records and will be taken into account during the execution of the contract and application of any sanction to the Contractor, if applicable.

11. ADMINISTRATIVE APPEAL

11.1. Once the winner has been declared, any bidder may, at the end of the public session, immediately and with reason, express his intention to appeal, when he will be granted a period of 03 (three) days to present the reasons for the appeal, being the other bidders, from then on, notified to, if they wish, present counter-reasons in the same period, which will begin to run from the end of the appellant's term, being assured of immediate view of the elements essential to the defence of their interests.

11.2 The lack of immediate and motivated manifestation of the bidder as to the intention to appeal will result in the forfeiture of this right.

11.3 It is the responsibility of the Auctioneer to receive, examine and decide on the appeals, forwarding them to the competent authority when it maintains its decision.

11.3.1. The analysis regarding the receipt or not of the appeal, by the Auctioneer, will be restricted to the verification of the timeliness and the existence of motivation for the intention to appeal.

11.4 The acceptance of an appeal, by the Auctioneer, or by the competent authority, as the case may be, will invalidate only the acts that are not subject to use.

11.5. Appeals whose reasons are presented outside the legal deadlines will not be known.

11.6 Appeals must be decided within 03 (three) days and final decision must be published on BACE's official website.

11.7 The records of the process will remain open to interested parties, at the address contained in this Notice.

12. REOPENING OF THE PUBLIC SESSION

12.1 The public session may be reopened:

12.1.1 In the event of a successful appeal leading to the annulment of acts prior to the holding of the preceding public session or in which the public session itself is annulled, in which case the annulled acts and those dependent on them shall be repeated.

12.1.2 When there is an error in the acceptance of the best ranked price or when the bidder declared the winner does not sign the contract, the procedures immediately following the closing of the bidding stage will be adopted.

12.2 All remaining bidders must be called to attend the reopened session.

12.3 The call will be made by e-mail, according to the stage of the bidding procedure.

12.4 The call made by e-mail will be in accordance with the data contained in SILOMS, being the bidder's responsibility to keep his registration data updated.

13. APPROVAL PROCESS AND AWARD OF OBJECT

13.1 The object of the bidding will be awarded to the bidder declared the winner, by act of the Auctioneer, if there is no appeal, or by the competent authority, after the regular decision of the appeals presented.

13.2 After the appeal phase, after verifying the regularity of the acts performed, the competent authority will approve the bidding procedure.

14 PERFORMANCE GUARANTEE

14.1 There will be no requirement of performance guarantee for this contract.

15. TERM OF CONTRACT OR EQUIVALENT INSTRUMENT

15.1 After the approval of the bidding process, when the hiring is carried out, a Term of Contract or an equivalent instrument will be signed.

15.2 The successful bidder will have a period of 10 (ten) business days, counted from the date of its summons, to sign the Contract or accept an equivalent instrument (service order and commitment note), under penalty of forfeiture of the right to contracting, without prejudice to the sanctions provided for in this Notice.

15.2.1 The period provided for in the previous sub-item may be extended, for an equal period, at the justified request of the successful tendered and accepted by the Administration.

15.3 Acceptance of the Service Order, issued to the awarded company, implies the recognition that:

15.3.1 Said Note is replacing the contract, applying to the business relationship established in this Bid process;

15.3.2 The contractor is bound by its proposal and the forecasts contained in the Bid process notice and its annexes;

15.4 The term of the contract is 12 (twelve) months, according to the terms established in the Terms of Reference (execution starts from the signature date of the Contract).

16. RECEIPT OF THE OBJECT AND INSPECTION

16.1 The criteria for receiving and accepting the object and for inspection are provided for in the Reference Term.

17. OBLIGATIONS OF CONTRACTING PARTY AND CONTRACTED PARTY

17.1 The Contracting's and Contracted's obligations are those established in the Reference Term.

18. PAYMENT

18.1 The payment rules are those established in the Reference Term, attached to this Bid Process.

19 . ADMINISTRATIVE SANCTIONS

19.1 An administrative offense is committed by a bidder/award who:

I - give cause for partial non-performance of the contract;

II - give cause for 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 contest;

V- do not maintain the proposal, except as a result of a duly justified supervening fact;

VI – do not enter into the contract or do not deliver the documentation required for contracting, when summoned within the validity period of its proposal;

VII - give rise to delaying the execution or delivery of the object of the bidding without justifiable reason;

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

IX - defraud the bidding or perform a fraudulent act in the execution of the contract;

X - behave in a disreputable manner or commit fraud of any nature; and

XI - practice illicit acts with a view to frustrating the objectives of the bidding process.

19.2 The bidder/contractor who commits any of the infractions described in the previous sub-items will be subject, without prejudice to civil and criminal liability, to the following sanctions:

19.2.1 Warning for minor faults, understood as those that do not cause significant damage to the object of the contract;

19.2.2 Fine in the amount of damage caused to the Administration by the bidder's conduct;

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

19.3 The fine penalty may be applied cumulatively with the other sanctions.

19.4 The application of any of the penalties provided will be carried out in an administrative process that will ensure the adversary system and the full defence of the bidder/contractor.

19.5 The competent authority, in the application of sanctions, will take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, observing the principle of proportionality.

19.6 Sanctions for acts performed during the contracting process are provided for in the Reference Term.

20. CHALLENGING THE BID PROCESS AND REQUEST FOR CLARIFICATION

20.1 Up to 03 (three) working days before the date designated for the opening of the public session, any person may challenge this Bid Process or clarifications about its terms.

20.2 A challenge may be made electronically, by email to bid@bace.org.uk or by petition addressed or filed at 16, Great James Street, London United Kingdom WC1N 3DP.

20.3 It will be up to the Auctioneer, assisted by those responsible for the preparation of this Bid Process and its annexes, to decide on the challenge within a period of up to 03 (three) working days from the date of receipt of the challenge (limited to the last business day before the date of the public session).

20.4 Once the challenge is accepted, a new date for the contest will be defined and published.

20.5 Requests for clarification regarding this bidding process must be sent to the Auctioneer, up to 03 (three) working days prior to the date designated for the opening of the public session, exclusively by electronic means via the internet, at the address indicated in the Bid Process.

20.6 The Auctioneer will respond to requests for clarification within 03 (three) working days, counting from the date of receipt of the request (limited to the last business day before the date of the public session), and may request formal subsidies from those responsible for preparing the Notice and annexes.

20.7 Challenges and requests for clarifications do not suspend the deadlines provided for in the contest.

20.7.1 The granting of suspensive effect to the challenge is an exceptional measure and must be motivated by the auctioneer, in the records of the bidding process.

20.8 Responses to requests for clarification will be disclosed by e-mail and will bind the participants and the Administration.

21. FINAL PROVISIONS

21.1 Minutes of the public session of the Auction will be published.

21.2 If there is no office or any supervening event that prevents the holding of the event on the scheduled date, the session will automatically be transferred to the first subsequent business day, at the same time previously established, provided that there is no communication to the contrary, by the Auctioneer.

21.3 All time references in the Bid Process, in the notice and during the public session will observe London - UK time.

21.4 When judging the proposals and qualification, the Auctioneer may remedy errors or failures that do not change the substance of the proposals, documents and their legal validity, by means of a reasoned order, recorded in the minutes and accessible to all, attributing validity and effectiveness to qualification and classification purposes.

21.5 The approval of the result of this bidding will not imply the right to contract.

21.6 The rules governing the bidding will always be interpreted in favor of expanding the competition among interested parties, provided that they do not compromise the interest of the Administration, the principle of equality, the purpose and security of the contract.

21.7 Bidders assume all costs of preparing and submitting their bids and the Administration will not be responsible for these costs, regardless of the conduct or outcome of the bidding process.

21.8 When counting the deadlines established in this Bid process and its Annexes, the start day will be excluded and the expiration date will be included. Deadlines only begin and expire on business days in the Administration.

21.9 Failure to comply with non-essential formal requirements will not result in the bidder's removal, as long as it is possible to take advantage of the act, observing the principles of equality and public interest.

21.10 In case of discrepancy between the provisions of this Bid Process and its annexes or other parts that make up the process, those of this Bid shall prevail.

21.11 The Bid Process is available in its entirety at <https://www.bace.org.uk>, and may also be read and/or obtained at 16, Great James Street, London UK WC1N 3DP, on working days, from 10:00 am to 6:00 pm, the same address and period in which the administrative proceedings will remain open to interested parties.

21.12 Any claim or dispute arising out of this Bidding Process shall be heard in the courts of England and shall be governed by English law. All Bidders hereby submit to the jurisdiction of the English Court.

21.13 This Bid Process, for all purposes and effects, includes the following annexes:

ANNEX I - Price Proposal Model;

ANNEX II - Model Declaration of the Bidder

ANNEX III - Model of the Legal Representative's Cover Letter

ANNEX IV - Model Declaration on the Nature of the Field of Activity

ANNEX V - Declaration Model of compliance with qualification requirements

ANNEX VI - Reference Term nº 20/DA/2023

ANNEX VII – Draft Contract

DRAFTED BY:

Vanessa Erlen Martins Lehmann Ten Cel Int

Head of the Tenders and Contracts Division of BACE

APPROVED BY:

DELMO SIFRÔNIO FREIRE Cel Int

Head of BACE

ANNEX I – MODEL FOR PRICE PROPOSAL

TOTAL FINAL PRICE FOR THE OBJECT OF BIDDING PROCESS Nº 007/BACE/2023

Description	Details (GBP)	
Continuous cleaning and conservation service for CABE's internal and external areas, with the provision of non-exclusive labour and the supply of materials, equipment and inputs necessary for the full execution of the services for a period of 12 (twelve) months.	Monthly Fee with VAT included (a)	£ _____
	Annual Total Fee with VAT included (Annual Total Fee with VAT (a x 12))	£ _____

Observations:

TOTAL PRICE PROPOSAL IS (Annual Total Fee with VAT included (a x 12): £ _____
(_____)



use the space above to enter the total price in words.

Observation: The model of this proposal has not been changed in relation to the published in the Bidding Process

Name of Company:
Name of Representative:
Date:

**ANNEX II
BIDDER DECLARATION LETTER**

[Place], [date: day/month/year]

To
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.
Permanent Tender Commission
RE: BIDDING PROCESS NO. 007/CABE/2023

Company Name:

Owner/Partner or Director of the Company:

Full Company Address:

Tax Registration Number:

STATEMENT

I, [_____], holder of valid identity card / passport No. [xxxxxxxxxxxxx], Holder / Partner or Director of [COMPANY NAME], declare that the company is not in bankruptcy, insolvency, suspended or prevented from bidding or any commercial transaction with the Public Administration.

I further declare that the company is aware of the entire content of Bidding Process No. 007/CABE/2023 and its Annexes, and that it fully accepts and submits to the conditions and requirements contained therein, as well as to the legislation pertinent to the subject.

A copy of my valid ID / passport is attached.

Complete Name of the Signing Authority

Identification of the BIDDER

(Please present a valid original Passport or identity card of the Legal Representative along with this letter)

ANNEX III
DRAFT OF LEGAL REPRESENTATIVE LETTER

[Place], [date: day/month/year]

To
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.
Permanent Tender Commission

RE: BIDDING PROCESS NO. 007/CABE/2023

Dear Sir/Madam,

I, _____, in conformity with the terms of the Bidding Process No. 004/CABE/2023, acknowledge Mr./Ms. _____ as our legal representative, identified vide document No. _____, to whom we attribute the most extensive powers, including the lodging of appeals, when applicable, as well as to undertake, withdraw, sign documents and minutes and perform all other acts relative to this Bid.

I also declare the full knowledge of all aspects relating to this Bidding Process No. 007/CABE/2023.

Attached is a copy of my valid identity card/passport.

Complete Name of the Signing Authority

Identification of the BIDDER

(Please present a valid original Passport or identity card of the Legal Representative along with this letter)

**ANNEX IV
NATURE OF BUSINESS**

[Place], [date: day/month/year]

To
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.
Permanent Tender Commission

RE: BIDDING PROCESS NO. 007/CABE/2023

Dear Sir/Madam,

I, _____, in conformity with the letter "a" of the item 9.6 of the Bidding Process No. 007/CABE/2023, declare that the nature of business is related to _____ and so it is compatible with the object of this Bidding Process.

Complete Name of the Signing Authority

Identification of the BIDDER

ANNEX V
DECLARATION MODEL COMPLIANCE WITH QUALIFICATION REQUIREMENTS

DECLARATION MODEL COMPLIANCE WITH QUALIFICATION REQUIREMENTS

[Place], [date: day/month/year]

To
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.
Permanent Tender Commission

RE: BIDDING PROCESS NO. 007/CABE/2023

Dear Sir/Madam,

The company _____, declares, under the penalties of the Law, that it fully complies with the requirements for its qualification, in the present bidding process, aware of the obligation to declare subsequent occurrences.

Complete Name of the Signing Authority
Identification of the BIDDER



DEFENSE MINISTRY

AERONAUTICS COMMAND

BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

TERM OF REFERENCE 20/DA/2023

GM-MD ORDINANCE No. 5.175 OF 12/15/2021

SERVICES WITHOUT EXCLUSIVE DEDICATION OF LABOR

1. GENERAL CONTRACTING CONDITIONS

1.1 Hiring a continuous cleaning and conservation service for CABE's internal and external areas, with the provision of non-exclusive labor and the supply of materials, equipment and inputs necessary for the full execution of the services, for a period of 12 months, according to conditions, quantities and requirements established in this instrument:

ITEM	SPECIFICATION	UNIT	AMOUNT	ESTIMATED VALUE FOR 12 MONTHS (WITH VAT)
1	Continuous cleaning and conservation service for CABE's internal and external areas, with the provision of non-exclusive labor and the supply of materials, equipment and inputs necessary for the full execution of the services.	SV	1	£32,420.25

1.2 The estimated cost of contracting the continued service is £32,420.25 (thirty-two thousand, four hundred and twenty pounds and twenty-five cents) for a period of 12 months.

1.3 The term of validity of the contract is 12 months, pursuant to art. 115 of Annex III of Ordinance GM-MD No. 5.175/2021. The service is classified as continuous, with the

possibility of extension up to a maximum of 10 years, in accordance with art. 115, §§ 1ST and 4TH, of Annex III, of GM-MD Ordinance No. 5,175/21.

1.4 The object of the contract is foreseen in the 2023 Annual Planning for Acquisitions and Hiring (PAAC) ,with the code CABE23SER013 .

2. GROUNDS AND DESCRIPTION OF THE NEED FOR CONTRACTING

2.1 The Brazilian Aeronautical Commission has the mission of centralizing, within its area of operation (Europe, Asia, Africa and Oceania), the logistical support and service activities, the administration of agreements, adjustments and contracts, as well as other determined, all of COMAER's interest and responsibility .

2.2 Thus, in order to fulfill this mission with excellence, the Commission has a building structure with four floors and a basement, comprising rooms, corridors, staircases, bathrooms, pantry and kitchen to serve its staff.

2.3 Since the job and salary plan of the Brazilian Air Force does not provide for the hiring of personnel for cleaning activities, CABA does not have staff for this type of activity, therefore making it necessary to hire a specialized service with a view to maintaining hygiene in the work environment.

2.4 Cleaning and conservation services are considered essential for maintaining the proper functioning of this organ during routine work.

2.5 The interruption of this hiring will compromise the continuity of the agency's final activities and will cause difficulties for the staff, who make use of these services during the performance of their daily activities.

3. DESCRIPTION OF THE SOLUTION AS A WHOLE CONSIDERING THE OBJECT LIFE CYCLE

3.1 Hiring a continuous cleaning and conservation service for CABA's internal and external areas, with the provision of non-exclusive labor and the supply of materials, equipment and inputs necessary for the full execution of the services, for a period of 12 months, with the possibility of extension up to a maximum of 10 years, in accordance with art. 115, §§ 1ST and 4TH, of Annex III, of GM-MD Ordinance No. 5,175/21.

3.2 The provision of cleaning and conservation services includes the cleaning of CABA's internal and external areas with the supply of all cleaning and hygiene material, equipment and utensils necessary for the proper execution of the services.

3.3 We opted for the joint contracting of materials and services, since:

- companies acquire material in quantities much higher than the institution's demands, since they have several contracts, being able to obtain lower prices than the Administration;
- The centralized management of cleaning services and materials by a single person (in this case the Contractor) provides better integration of activities, reducing the possibilities of interruption due to lack of materials;
- Most companies that provide cleaning services also supply the necessary materials, that is, there is no reduction in competitiveness, nor does it violate the

principle of economy. In addition, there is no risk of buying more or less than necessary, as well as warehouse controls for these items.

3.4 The object of the bidding has the nature of a common cleaning and conservation service.

3.5 This contract will adopt the Global Price Contract as an execution regime, since it is not possible to divide the contracted object into equivalent units and because the settlement of expenses does not necessarily involve the unitary measurement of each service.

3.6 The term of the contract will be 12 months, counted from the date of its signature, and may be extended for equal and successive periods, up to a maximum of 10 years, in accordance with art. 115, §§ 1ST and 4TH, of Annex III, of GM-MD Ordinance No. 5,175/21, after verifying the real need, with a view to obtaining more advantageous prices and conditions for the Administration.

4. HIRING REQUIREMENTS

4.1 Cleaning and conservation service providers are subject to British legislation and any possible environmental regulations, therefore, the following good sustainability practices are suggested in this contract:

- a) reusable and recyclable solid waste must be packed properly and in a differentiated way, for the purpose of making it available for selective collection, when applicable;
- b) optimize the use of resources and reduce waste and pollution;
- c) rationalize the use of potentially toxic or polluting substances;
- d) replacing toxic substances with other non-toxic or less toxic ones; It is
- e) to rationalize the consumption of gas and energy (especially electricity) and to adopt measures to avoid the waste of treated water.

4.2 The subcontracting of the contractual object will not be accepted.

4.3 Depending on the type of object, there will be no requirement for the contract guarantee provided for in arts. 105 and following of Annex III of Ordinance GM-MD No. 5.175/2021.

4.4 This contract for the cleaning and conservation service of CABE's internal and external areas is foreseen in the Annual Planning of Acquisitions and Hiring of the Brazilian Aeronautical Commission in Europe.

4.5 The following are the requirements for hiring:

4.6 The CONTRACTOR shall start performing the service on 10/01/2023.

4.7 Services will be provided at CABE's headquarters building located at 16 Great James Street, WC1N 3DP, London, including adjacent parking.

4.8 The CONTRACTOR shall provide non-exclusive labor and supply materials, equipment, inputs, PPE and EPCs (individual and collective protective equipment) necessary for the full performance of the services.

4.9 Hours – The provision of service must be from Monday to Friday, from 08:30h to 10:30h.

4.10 Covered Area - Daily cleaning of the following areas:

- a) **BASEMENT:** Access stairs with 15 steps on a carpeted floor, a small carpeted hall, a rectangular room with a raised tiled floor and a small hall with access to the emergency exit door on a carpeted floor, with a glass window with wooden frames 2 m^2 wood, two small rectangular rooms with a raised tiled floor, with a 2 m^2 glass window with wooden frames, a rectangular meeting room with a 3 m^2 transparent glass partition on a carpeted floor, a corridor in “L” with laminated tiled floor, a kitchen with laminated tiled floor, two bathrooms with laminated tiled floor. Total basement area of 79 m^2 ;
- b) **GROUND FLOOR:** Entrance with ceramic floor and entrance hall with doormat measuring 1 m^2 and a corridor with ceramic floor, a noble hall with ceramic floor, with two glass windows with wooden frames measuring 4 m^2 , with two doors glass with wooden frames with access to a rectangular room with a carpet floor, with an interior glass window with wooden frames measuring 2 m^2 , three rectangular rooms with a carpet floor with an interior glass window with wooden frames with 2 m^2 and an external glass window with wooden frames measuring 1.5 m^2 and a staircase with a wooden handrail to access the upper floor with two flights of 10 steps each on a carpeted floor with a carpeted hall in the middle, with a glass window with wooden frames measuring 2 m^2 . Total ground floor area of 106 m^2 ;
- c) **FIRST FLOOR:** Three rectangular carpeted rooms with a glass partition with metal frames measuring 5 m^2 and 6 glass windows with wooden frames for a total of 16 m^2 , a carpeted hall and a staircase with handrail wooden access to the upper floor with two flights of 10 steps each on a carpeted floor with a carpeted hall in the middle, with a glass window with wooden frames measuring 2 m^2 . Total first floor area of 76 m^2 ;
- d) **SECOND FLOOR:** Three rectangular rooms in carpet floor with a PVC partition containing 4 glass panes with 5.40 m^2 and 6 glass windows with wooden frames with a total of 15 m^2 , a hall in carpet floor and a staircase with wooden handrail for access to the upper floor with two flights of 9 and 8 steps each on a carpeted floor, with a carpeted hall in the middle, with a glass window with wooden frames measuring 2 m^2 . Total area of the second floor of 76 m^2 ;
- e) **THIRD FLOOR:** Three rectangular rooms with carpet flooring, with 7 glass windows with wooden frames with a total of 4.76 m^2 , a pantry with laminate flooring, with a glass window with wooden frames measuring 0.68 m^2 , two bathrooms with laminate flooring and a hall with carpet flooring, total area of the third floor of 76 m^2 .

4.11 Services

- DAILY:

- a) Sweeping, removing stains, damp mopping cold/ceramic floors, as well as collecting garbage from living rooms, bathrooms and kitchens, hallways and other free spaces;
- b) Remove, with a cloth or other suitable material, the dust from the chairs and tables of the 45 workstations, as well as from the archives, shelves, blinds, sills, window frames and other furniture in the rooms, including electrical appliances, fire extinguishers fire, etc., preserving the order of existing objects and documents;
- c) Pass a vacuum cleaner in areas covered by carpet;
- d) Washing the bathrooms, cleaning the floors, basins, seats and sinks, with disinfectant, toilet bowl deodorizer and air deodorizer, keeping them dry and in ideal conditions of use, with the supply of toilet paper, paper towel and soap net provided by CABE and carried out by the service provider;
- e) Remove dust from phones and computers with flannel and suitable products;
- f) Remove the garbage, placing it in standardized plastic bags of 100 (one hundred) liters, containing the stamp of the CAMDEN/VEOLIA city hall, removing them to the place indicated by the Administration; It is
- g) Place the garbage bags collected the day before in a place indicated by the Administration to be collected by Urban Cleaning.

- WEEKLY:

- a) Remove, with a cloth or other suitable material, stains and dust from the door, glass partition, chairs and wooden cabinets in the meeting room;
- b) Remove stains and wipe the room doors with a damp cloth;
- c) Clean the external metal stairs for access to the basement;
- d) Cleaning external windows, air conditioners, sweeping and washing the floor of the external courtyard of the basement access to CABE from the front of the building, including under the metal stairs accessing the basement; It is
- e) Clean and remove stains from the outside of CABE's main entrance, including the floor, door, door ornaments and CABE's building nameplate, using a special product where necessary.

- MONTHLY:

- a) Remove, with a cloth or other suitable material, dust from glass windows and wooden frames (internal part);
- b) Remove stains and dirt from the interior walls of the rooms; It is

c) Externally and internally clean the glass of the skylight in the room located on the ground floor (external access to the skylight through the landing of the first flight of stairs).

d) Remove and clean entryway doormat

- SEMIANNUALLY:

a) Wash and clean all external windows of the building; It is

b) Clean and sweep the floor of the CABA parking area (including vegetation removal).

- ANNUALLY:

a) Wash the entire carpeted floor.

5. CONTRACT PERFORMANCE MODEL

5.1 Service to be started from 10/01/2023, for a period of 12 months, with the possibility of extension up to the maximum limit allowed by law.

6 MANAGEMENT MODEL

6.1 The contract must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of Annex III, of GM-MD Ordinance No. 5,175, of 2021, and each party will be responsible for the consequences of its total or partial non-execution.

6.2 The contractor will be obliged to repair, correct, remove, reconstruct or replace, the its expenses, in whole or in part, the object of the contract in which defects are found, defects or inaccuracies resulting from its execution or materials used in it. (Annex III, of Ordinance GM-MD 5175, of 2021, art. 113)

6.3 Total or partial non-performance of the contract may result in its termination, with the applicable contractual, legal and regulatory consequences, respecting the legislation of the location where the contract was signed and the provisions contained in the invitation instrument for the bidding competition. (Annex III, of Ordinance GM-MD 5175, of 2021, art. 114)

6.4 INSPECTION ROUTINES

6.4.1 The service will be accompanied by the inspector or substitute designated by the Head of the Brazilian Aeronautical Commission in Europe.

6.4.2 The contract must be faithfully executed by the parties.

6.4.3 The contract inspector will record in his own record all occurrences related to the execution of the contract, determining what is necessary to regularize the faults or defects observed.

6.4.4 Communications between the body or entity and the contractor must be made in writing whenever the act requires such formality, exceptionally allowing the use of an electronic message for this purpose.

6.4.5 The body or entity may summon a representative of the company to adopt measures that must be followed immediately.

6.5 ASSESSMENT AND MEASUREMENT CRITERIA FOR BILLING

6.5.1 The measurement of contractual execution for payment purposes will consider the execution of the service.

6.5.2 If there is an error in the presentation of the invoice/invoice or the documents relevant to the contract, or, even, a circumstance that prevents the payment of the expense, such as, for example, a pending financial obligation, resulting from an imposed penalty or default, the payment will be suspended until the Contractor provides remedial measures. In this case, the payment period will begin after proof of regularization of the situation, not entailing any burden for the Contracting Party.

6.5.3 The date of payment will be considered the day on which the bank order for payment appears to have been issued.

7 RECEIPT

7.1 Receipt of the object does not exclude the contractor's liability for damages resulting from incorrect performance of the contract.

8 ADJUSTMENT

8.1 Prices are fixed and non-adjustable within one year of signing the contract.

8.2 Within the term of the contract and at the contractor's request, the contracted prices may be readjusted after the one-year interregnum, taking into account the British inflation index (RPI, Retail Price Index) and the increase of the national minimum wage under consideration, exclusively for obligations initiated and concluded after the occurrence of the annuality.

8.3 If the index established for readjustment becomes extinct or in any way can no longer be used, whatever may be determined by the legislation then in force will be adopted instead.

9 SUPPLIER SELECTION FORM AND CRITERIA

9.1 The supplier will be selected by carrying out a BIDDING procedure, in the BIDDING mode, based on the hypothesis of Annex III, art. 29, item II, of Ordinance GM-MD No. 5.175 of 12/15/2021.

10 OBLIGATIONS CONTRACTING PARTY

10.1 The Contracting Party's obligations are:

10.1.1 Receive the object within the term and conditions established in the contract;

10.1.2 Thoroughly verify, within the established period, the compliance of the services received with the specifications contained in the contract and the proposal, for the purpose of acceptance and final receipt;

10.1.3 Communicate to the Contractor, in writing, about failures or irregularities verified in the object supplied, so that the necessary corrective measures can be taken;

10.1.4 Monitor and supervise compliance with the Contractor's obligations, through a specially designated commission/inspector;

10.1.5 Make payment to the Contractor in the amount corresponding to the supply of the object, within the period and manner established in the legislation;

10.1.6 Management will not be responsible for any commitments assumed by the Contractor with third parties, even if linked to the execution of the object of this Basic Project.

11. EMPLOYEE'S OBLIGATIONS

11.1 The Contractor must comply with all obligations contained in this Term of Reference and its proposal, assuming as exclusively its own, the risks and expenses arising from the good and perfect execution of the object, and also:

11.1.1. Take responsibility and fully comply with the contracted service, in accordance with current legislation;

11.1.2. Indicate agent to represent it during the execution of the contract;

11.1.3. Forward the invoice/invoice to CABE, detailing the bank details in it, as well as the details of the service provided; It is

11.1.4. Be up-to-date with the data of your existing registration at CABE.

12. SUBJECTIVE CHANGE

12.1 The merger, spin-off or incorporation of the contracted party with/into another legal entity is admissible, 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 object agreed and there is the express consent of the Administration to the continuity of the contract.

13. BUDGET ADEQUACY

13.1 The expenses arising from this contract will be charged to specific resources allocated in the General Budget of the Union.

13.1.1 The contract will be covered by the following allocation:

Management/Unit: 120091;

Resource Source: 1050000140;

Work Program: 168919;

Expense Element: 339039;

Internal Plan: A0000340100.

14. GENERAL PROVISIONS

14.1 The following provisions also apply to the contract relating to this Term of Reference:

14.1.1. The CONTRACTOR recognizes the rights of the Administration, in case of administrative termination;

14.1.2. The parties are bound by the terms of this Term of Reference , any annexes thereof; It is

14.1.3. The CONTRACTOR must maintain, throughout the performance of the contract, in compliance with the assumed obligations, all the required qualification and qualification conditions.

Prepared by:

DANIELLE SIQUEIRA KREUTZ Ten Cel Int
Head of the Administrative Division

Approved by:

DELMO SIFRONIO FREIRE Cel Int
CABE Expense Officer



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 DANIELLE SIQUEIRA KREUTZ no dia 05/09/2023 às 17:28:18 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 06/09/2023 às 09:44:59 no horário oficial de Brasília.



**MINISTRY OF DEFENCE
AERONAUTICAL COMMAND**
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE



EXPENDITURE CONTRACT
CONTRACT N° ___/CABE/2023
PAG N° 67103.230208/2023-79

CONTRACT ____/CABE/2023

This CONTRACT is made between the Federal Republic of Brazil - *União*, Ministry of Defence, through the Aeronautical Command (COMAER), represented by the **Brazilian Aeronautical Commission in Europe**, located at 16, Great James Street, WC1N 3DP - London, United Kingdom, registered in the Brazilian Taxpayer Registry (CNPJ) under number 00.394.429/0042-89, in the person of its Authorising Officer for Expenditure, Col **DELMO SIFRÔNIO FREIRE**, registered in the Brazilian Taxpayer Registry under number 973.222.707-97, nominated to the position of Head of the Brazilian Aeronautical Commission in Europe by Ordinance nº 1364/GC1, of December 3, 2020, published in the Official Gazette of the Union nº 232, of December 4, 2020, and _____, located at _____, duly represented by _____, [nationality], Identity n. _____, hereinafter referred to as **CONTRACTED PARTY**.

This CONTRACT was preceded by Bidding Process 007/BACE/2023. The **CONTRACTED PARTY** hereby accepts Terms and Conditions of Bidding Process 007/BACE/2023. Definitions within the Bidding Process 007/BACE/2023 shall have the same meanings in this CONTRACT unless specified otherwise.

1. JURISDICTION

1.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be determined in accordance with the laws of England. The parties hereto irrevocably agree to submit to the jurisdiction of the English Courts which will have exclusive jurisdiction to settle any dispute or claim (including non-Contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation (except when the parties agree in writing to choose to refer any dispute arising out of or in connection with this CONTRACT to arbitration, in which case the Rules of Arbitration of the International Chamber of Commerce shall apply).

1.2 The parties hereto agree to make diligent, good faith attempt to resolve by means of negotiation all disputes or claims arising out of or relating to this CONTRACT.

2. DURATION

2.1 This CONTRACT shall last for a period of 12 (twelve) months from the date the CONTRACT is signed by both parties, and may be extended annually by a further period of 12 (twelve) months successively, respected a maximum of 10 (ten) years maximum term.

3. OBJECT

3.1 The object of this CONTRACT is the continuous cleaning and conservation services for internal and external areas of Brazilian Aeronautical Commission in Europe (BACE) according to the conditions, quantities and requirements in the Bidding Process 007/BACE/2023.

4. PRICE

4.1 The value of this CONTRACT is GBP _____ (_____) per 12 (twelve) months.

4.2 The above amount includes all direct and indirect costs with equipment and materials needed to the execution of the object, including cleaning products, labour charges, taxes, fees, VAT, social, employment, social security, commuting, commercial charges, management fees, insurances, and other necessary costs to fulfil performance of the object of the CONTRACT.

5. PRICE RENEGOTIATION

5.1 The CONTRACTED price may be amended to restore the position that the parties initially agreed on and/or compensate for the CONTRACTED PARTY's expenses and/or the fair remuneration of service, aiming at maintaining the economic and financial balance of the initial CONTRACT.

5.2 If the CONTRACTED PARTY requests price corrections, it must prove, through spread sheets of costs structure and related documentation that the CONTRACT has become unviable under the conditions initially agreed.

5.3 A price revision cannot be requested before the minimum period of one year (in clear days) counting from the date of submission of the proposal.

6. PROVISION OF SERVICES

6.1 The period of execution of the object in this Contract shall start the day this CONTRACT is signed.

7. DUTIES AND RESPONSIBILITIES OF PARTIES

7.1BACE

7.1.1 To acknowledge the service and pay for it within 30 (thirty) days from the acceptance of the invoice;

7.1.2 To clarify any questions raised by the CONTRACTED PARTY throughout the performance of the CONTRACT and notify the CONTRACTED PARTY, in writing, of any failure or shortcoming in the provision of the services.

7.1.3 To make the payments directly to the CONTRACTED PARTY, as established on in clause 10 (Payment) of this CONTRACT.

7.2 CONTRACTED PARTY

- 7.2.1 To strictly observe the specifications and instructions on Bidding Process 007/BACE/2023;
- 7.2.2 To be responsible for the full contracted services in accordance with applicable Law;
- 7.2.3 To ensure the supply of all materials necessary to complete and render the contracted services, except those provided by BACE;
- 7.2.4 To abide by the INSPECTOR's instructions in accordance with the provisions of this CONTRACT;
- 7.2.5 To strictly abide by timetables established by BACE;
- 7.2.6 To be responsible for the selection, qualification, transportation, food, hiring and dismissal of employees, as well as the legal status of the employees before employment, traffic, health, social security authorities and others as the case may be. The non-compliance by the CONTRACTED PARTY with respect to the costs set forth herein does not transfer the responsibility for their payment to BACE;
- 7.2.7 To be responsible for damage caused directly to BACE or its property or employees or a third party, resulting from its negligence or wilful misconduct when rendering services through its employees or agents;
- 7.2.8 To keep its staff well-equipped with personal protective equipment (PPE) when necessary;
- 7.2.9 To require employees of the CONTRACTED PARTY to comply with the recommendations established by the INSPECTOR;
- 7.2.10 To instruct their employees regarding fire prevention in the areas of rendering of services;
- 7.2.11 To provide any clarification as requested by BACE and respond immediately to their complaints;
- 7.2.12 To inform in advance to the CONTRACTING PARTY and to the INSPECTOR, about any discrepancies that may jeopardize the safety and increase the cost of service unnecessarily;
- 7.2.13 To adopt during the rendering of services necessary measures in order to preserve the safety, protection, and well-being of the members of staff in the building, by signalling restricted areas and preventing the traffic in areas of risk;
- 7.2.14 To submit invoices to the INSPECTOR, within 10 (ten) calendar days after the completed service;
- 7.2.15 The CONTRACTED PARTY shall not provide information to third parties on the nature and progress of services under this CONTRACT, or to disseminate them through written, spoken, televised press and/or any other means of public disclosure, unless expressly authorized by BACE.

8. PREROGATIVES OF BACE

8.1 BACE may, in its absolute discretion:

- 8.1.1 Increase or decrease the quantity of contracted services, up to a limit of 25%, under the same contractual conditions.
- 8.1.2 Require immediate removal from supply of any services to BACE of any employee or agent of the CONTRACTED PARTY who has breached the duty of trust, hindered the INSPECTOR

services or behaved in an inconveniently or incompatible manner during the execution of their tasks, in BACE's or the INSPECTOR'S sole opinion;

8.1.3 Order the supervision of services rendered;

8.1.4 Request the CONTRACTED PARTY to provide any clarifications deemed necessary;

9. INSPECTOR

9.1 BACE will appoint an INSPECTOR to oversee the performance of the CONTRACTED PARTY and the obligations undertaken according to the Terms and Conditions of this CONTRACT and the Price Proposal submitted by the CONTRACTED PARTY at the time of bidding.

9.2 BACE shall monitor and inspect the services provided by the CONTRACTED PARTY through the INSPECTOR, and for that purpose, appoint an INSPECTOR or Control Committee, duly accredited, with the following powers:

9.2.1 To make inspections of the services and permanently control the development of the work;

9.2.2 To interrupt the execution of any work that is being done wholly or partly in disagreement with the CONTRACTED specifications;

9.2.3 Decide on all questions that may arise;

9.2.4 Decide, in the event of force majeure or unforeseeable circumstances, changes in the sequence of work and deadlines;

9.2.5 Suspend at any time at its own discretion, the implementation of ongoing services, releasing payment for only those services proven executed and accepted;

9.2.6 Check the invoices issued by the CONTRACTED PARTY and refuse them if inaccurate;

9.2.7 Propose administrative sanctions for not fulfilling contractual clauses;

9.2.8 The INSPECTOR is obliged to notify the Head of BACE, on a monthly basis, of occurrences related to the CONTRACT.

9.3 The Head of BACE and the INSPECTOR may, at any time, carry out control activities.

9.4 The INSPECTOR, under any circumstances, shall not relieve the CONTRACTED PARTY of responsibility for the proper execution of services.

9.5 The appointed INSPECTOR or Control Committee may be replaced at any time, by and for the interest of BACE, and their substitutes formally presented to the CONTRACTED PARTY.

10. PAYMENT

10.1 Payment will be made within 30 (thirty) calendar days of the approval of the invoice by the INSPECTOR.

11. PENALTIES

11.1. If the CONTRACTED PARTY breaches any contractual obligation, especially non-performance of an obligation, the total or partial non-performance of the CONTRACT, it will be formally notified by BACE. If such breach occurs, BACE may take disciplinary action which may include:

11.1.1 Written warning.

11.1.2 Suspension from BACE's Suppliers Register (Data Base).

11.1.3 Temporary suspension from taking part in bidding and barred from contracting with BACE, for a period of up to two years.

11.1.4. CONTRACT Termination.

11.1.5. Declaration of ineligibility to bid or contract.

11.2 BACE may notify the CONTRACTED PARTY of the relevant trade associations or other regulatory bodies, the rules of which the CONTRACTED PARTY must abide by. If the CONTRACTED PARTY fails to abide by such rules then BACE may bring a claim for a breach of this CONTRACT.

11.3 The remedies foreseen in clause 11.1 shall apply as follows:

11.3.1 WRITTEN WARNING: If the CONTRACTED PARTY breaches the terms and conditions of this CONTRACT for the first time, the INSPECTOR, after hearing the CONTRACTED PARTY, shall establish the period of five (5) working days for correction of any irregularities.

11.3.2 The warning referred to in clause 13.1 shall not prevent BACE from terminating the Contract and applying the remedies foreseen in clause 11.1.

11.3.3 The imposition of any remedy does not discharge the CONTRACTED PARTY from complying with its obligations, or to take the necessary measures to repair or compensate any damage caused to BACE.

11.3.4 The remedies foreseen in the Bidding Process or in the Contract are independent and can be applied separately or jointly, without prejudice to applicable measures, guarantee the prior defence.

12. FORCE MAJEURE

12.1 Upon the occurrence of a Force Majeure (as defined in clause 12.2 below), the CONTRACTED PARTY shall notify BACE in writing, within 5 (five) working days from such occurrence. The CONTRACTED PARTY shall establish the existence of *Force Majeure*, to the reasonable satisfaction of BACE, and must inform BACE of the consequences of the event of Force Majeure.

12.2 Force Majeure includes: pandemic, war, insurrection, revolution, civil war, nationwide strike, lockout, unusual acts of nature, or government actions, which, in each case, are beyond control of the CONTRACTED PARTY, are unforeseeable and unavoidable, and which prevent the CONTRACTED PARTY from complying with the CONTRACT. Delays or failures caused by CONTRACTED PARTY cannot be considered as a Force Majeure.

12.3 If the Force Majeure persists for at least 1 (one) month (in clear days), both parties may terminate this CONTRACT, upon written notice to the other party.

13. TERMINATION

13.1 BACE reserves the right to terminate the CONTRACT at any time by giving the other party a minimum notice in writing of 30 (thirty) calendar days, containing the reasons for ending the CONTRACT.

13.2 In the event of termination of CONTRACT, BACE shall not be held liable for any costs or responsibilities or damages caused. BACE shall have financial responsibility for payment of services which have been concluded. BACE will expect any ongoing services to be concluded before payment.

13.3 Under no circumstances may the CONTRACTED PARTY discontinue the rendering of services on the grounds of default by BACE.

13.4 BACE may unilaterally terminate this CONTRACT if it is in the Brazilian Public Interest. BACE, without prejudice to its other legal remedies, will cancel the present CONTRACT, if any or all of the following, in BACE's opinion, has occurred:

- a) The CONTRACTED PARTY has committed fraud;
- b) The CONTRACTED PARTY has acted with deceit or bad faith;
- c) The CONTRACTED PARTY does not comply with or underperform upon the terms and conditions of the present CONTRACT;
- d) The CONTRACTED PARTY becomes insolvent or enters into liquidation, whether compulsory or voluntary;
- e) BACE considers the overall services delivered as unsatisfactory;

13.5 In the event of termination, BACE shall not be responsible for costs, responsibilities or damages incurred. The CONTRACTED PARTY shall remain responsible for the services already requested until the last day of performance of the CONTRACT.

13.6 In the event of this CONTRACT being terminated by BACE, the CONTRACTED PARTY will conclude any on-going services to its utmost standard. Payment will follow its customary procedure.

13.7 BACE and the CONTRACTED PARTY may terminate this CONTRACT by mutual consent.

13.8 Failure to comply with, or the non-performance of, any of the terms and conditions agreed in this CONTRACT (including receiving a complaint from an injured party), shall result in termination of this Contract regardless of the existence of judicial or extrajudicial interpellation.

13.9 The following reasons may lead, at BACE's discretion, to a CONTRACT rescission:

- 13.9.1 Failure to comply with contractual clauses, specifications, projects or deadlines;
- 13.9.2 Irregular compliance with contractual clauses, specifications, projects and deadlines;
- 13.9.3 The slowness of its compliance, leading BACE to prove the impossibility of completing the service within the stipulated deadlines;
- 13.9.4 The unjustified delay in the beginning of the service;
- 13.9.5 The suspension of the service, without just cause and prior communication to BACE;

13.9.6 The total or partial subcontracting of the Object, the association of the CONTRACTED PARTY with another company, the assignment or transfer, total or partial, as well as the merger, spin-off or incorporation, not admitted in the public notice and in the CONTRACT;

13.9.7 The disregard of the regular determinations of the INSPECTOR, as well as those of their superiors;

13.9.8 The repeated committing of faults in the execution of the CONTRACT;

13.9.9 The decree of bankruptcy or the instatement of civil insolvency;

13.9.10 The dissolution of the company or the death of the CONTRACTED PARTY;

13.9.11 The social change or modification of the purpose or structure of the company which damages the performance of the contract;

13.9.12 Reasons of public interest, of high relevance and wide knowledge, justified and determined by the authority of the administrative sphere to which BACE is subordinated and recorded in the administrative process to which the contract refers;

13.9.13 The elimination of services by BACE, causing modification of the initial value of the contract beyond the limit allowed under this CONTRACT;

13.9.14 Suspension of its execution, by written order of BACE, for a period exceeding 120 (one hundred and twenty) days, except in case of public calamity, grave disturbance of the internal order or war, or by repeated suspensions totalling the same period regardless of the mandatory payment of indemnities for successive and contractually unforeseen demobilizations and mobilizations and others planned, in which case the CONTRACTED PARTY is assured the right to opt for suspension of compliance with the obligations assumed until the situation is normalized;

13.9.15 The delay of more than 90 (ninety) days of payments due by BACE arising out of services or portions of them, already accepted or executed, except in case of public calamity, grave disturbance of internal order or war, assured to the CONTRACTED PARTY the right to opt out of discharging its obligations until the situation is normalized;

13.9.16 the occurrence of a fortuitous or force majeure, regularly proven, impeding the execution of the CONTRACT;

14. CORRESPONDENCE

14.1 Any correspondence in relation to this CONTRACT shall be addressed as follows:

To BACE:

BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

To the attention of the Administrative Department

16 Great James Street

London WC1N 3DP

To CONTRACTED PARTY:

To the attention of the **Manager/Director**

[address]

15. BINDING

15.1 This CONTRACT is directly binding to Process No. 67103.230208/2023-79, to the Bidding Process 007/BACE/2023 and its annexes, and to the price proposal submitted by the CONTRACTED PARTY.

This CONTRACT is made in two counterpart originals, one for BACE and one for the CONTRACTED PARTY.

London, [date]

Signed by:

Delmo Sifrônio Freire – Colonel
Head of BACE

[name]
Manager/Director

Witnesses to the signature:

[name] – Lt Col
BACE's Head of Internal Compliance

[name] – Lt Col
BACE's Head of Administrative Division



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 VANESSA ERLER MARTINS LEHMANN no dia 06/09/2023 às 16:27:56 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 06/09/2023 às 17:06:11 no horário oficial de Brasília.