



**MINISTRY OF DEFENSE**  
**AERONAUTICAL COMMAND**  
**BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**  
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**BIDDING PROCESS – REVERSE AUCTION  
FOR PRICE REGISTRATION Nº 002/CABE/2024**

**PROCESS Nº 67103.230254/2023-78**

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 FOR PRICE REGISTRATION, in-person mode, under the system of lowest price per item, 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: 02/04/2024

Time: 11:00 H

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

Judgment Criteria: Lowest Price per item

Execution System: Lowest Unit Price

**1. THE OBJECT**

1.1 The object of this bidding is to select the most advantageous proposal (lowest price per item) for the hiring of common engineering services for preventive and corrective maintenance of the BACE headquarters property and the 7 residential properties under its legal-administrative responsibility, in accordance to the conditions, quantities and requirements established in this Bidding Process and its attachments.

1.2 The bidding will be divided in items, as per table in Reference Term, allowing the bidder to participate in as many items as they are interested in.

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

1.4 The bidding will be carried out in accordance to the specific rules for the Execution System of lowest unit price.

1.5 The object of this bidding is provisioned at the Annual Planning for Acquisitions and Contracts (PAAC) of 2023, through code CABA23SER017.

## 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 2024, in the classification below:

Management/Unit: 120091  
Resource Funds: 1050000140  
Summary Work Program: 168919  
Expense Element: 339039  
Internal Plan: A0000340100 and A0000090000

## 3. ACCREDITATION AND OPENING OF THE SESSION

3.1 In the public session for receipt of proposals for Price Registration 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 for Price Registration and qualification documents, separate, non-reclosable and closed, with the following wording on the outside and front, in highlighted characters:

REVERSE AUCTION FOR PRICE REGISTRATION N° 002/CABA/2024 BIDDER: _____[COMPANY NAME] ENVELOPE N° 01 – PRICE PROPOSAL FOR PRICE REGISTRATION
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REVERSE AUCTION FOR PRICE REGISTRATION N° 002/CABA/2024 BIDDER: _____[COMPANY NAME] ENVELOPE N° 02 – QUALIFICATION DOCUMENTS
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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 and 3.5 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 for Price Registration, 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 and global, 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 items that are part of it, such as expenses with tax, fees, delivery, insurances and any other expenses that influence the object to be contracted.

5.1.3 Term of validity of the proposal for price registration not less than 60 (sixty) calendar days from the date of its presentation.

5.2 The handling of price proposal for price registration implies full acceptance 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 for price registration 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 All the object specifications contained in the price proposal for price registration are binding on the participants.

**6.3 The price proposal must describe the material offered in accordance with the specifications of the bidding process, including a complete description of the item. Descriptions such as: “according to bidding process” will not be accepted.**

6.4 Bidders are forbidden to offer proposal lower than the maximum number of units provided for in Item 1.1 of Reference Term, for each item.

6.5 The minimum quantity of units of each item provided for in Item 1.1 of the Reference Term refers to the minimum quantity of services that may be contracted by the Administration per Service Order. The maximum quantity of units provided for in item 1.1 of the Terms of Reference refers to the maximum quantity that can be contracted throughout the validity of the Price Registration Minutes.

6.6 The prices proposed, both in the initial price registration proposal and in the bidding stage, will be the sole responsibility of the bidder, without the right to request any change, under allegations of error, omission or any other pretext.

6.7 The proposed prices will include all operational costs, social security, labour, tax, commercial and any other charges that affect directly or indirectly the provision of services, as per Annex 1 of this Bidding Process.

6.7.1 The Contracted Party must bear the burden resulting from any mistake in the quantitative sizing of its proposal, including variable costs arising from future and uncertain factors, such as transportation and food for its employees, and must complement them, if what was initially foreseen in its proposal is not satisfactory for fulfilling the object.

6.7.2 If the error in the sizing of quantities proves to be greater than the needs of BACE, the Administration must make the payment strictly following the contractual rules for invoicing the services demanded and executed, concomitantly with carrying out, if necessary and appropriate, a contractual adjustment of the necessary quantity.

6.8 The company is the sole responsible for the correct quotation of tax charges. In case of error or quote incompatible with the tax regime to which it is subject, the following guidelines will be adopted:

6.8.1 Quotation of a percentage lower than adequate: the percentage will be maintained throughout the contractual execution; and

6.8.2 Quotation of a percentage higher than appropriate: the excess will be unilaterally removed from the spreadsheet and there will be a disallowance, upon payment, and/or reduction, upon renegotiation, for the purpose of full reimbursement of the debt.

6.9 The presentation of price proposals implies the obligation to comply with the provisions contained therein, in accordance with the Reference Term, with the proponent assuming the commitment to perform the services in accordance with its terms, as well as to provide the materials, equipment, tools and utensils necessary, in quantities and qualities suitable for perfect contractual execution, promoting, when required, their replacement.

6.10 The period of validity of the proposal shall not be less than 60 (sixty) days from the date of its presentation.

6.11 The quotation of different prices for the same item will not be permitted, even in the case of different conditions offered by the bidder.

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

7.1 The opening of this bidding will take place in a public session, on the date, time and place indicated in this Bidding Process.

7.2 The Auctioneer will verify the bids submitted, disqualifying right away those that are not in accordance with the model provided on Annex 1 and the requirements established in this Bidding Process, and contain irremediable defects, illegalities or do not present the specifications required in the Reference Term.

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

7.3 Failure to disqualify the price proposal does not prevent its definitive judgment in the opposite direction, carried out at the acceptance stage.

7.4 The Auctioneer will order the classified price proposals, and only these will participate in the bidding phase.

7.5 Once the bidding stage has begun, bidders must begin their bids verbally and in order of classification.

7.6 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.

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

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

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

7.10 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.

7.11 If there is a possible tie between proposals, or between proposal and bid, the tiebreaker criteria will be carried out through a final dispute, in which case the tied bidders will be able to submit a new proposal in a continuous act for classification.

7.12 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.

7.13 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 The forwarded proposal must contain:

8.2.1 The period of validity of the proposal shall not be less than 60 (sixty) days from the date of its presentation;

8.2.2 Specifications of the object must be clear, observing the specifications contained in the documents prepared by the Administration;

8.2.3 Price per item and global, in numeral, expressed in national currency (Sterling Pounds), in accordance with the prices practiced in the market, considering the maximum and minimum quantities informed on Item 1.1 of Reference Term; and

8.2.4 The proposed prices must include all inputs that make them up, such as expenses with taxes, fees, freight, insurance and any others that affect the contracting of the object.

8.3 For the purpose of analysing the price proposal regarding compliance with the object's specifications, a written statement may be collected from the Requesting Sector from the sector specialized in the object.

8.4 The winning price proposal or bid will be disqualified if:

8.4.1 Does not comply with the requirements established in this Bidding Process;

8.4.2 Contains an irremediable defect or illegality;

8.4.3 Do not present the technical specifications required in the Reference Term and/or annexes; and

8.4.4 Present a final price higher than the maximum price set, or a discount lower than the minimum required, both in unit costs and in the overall value, or that present a price that is manifestly unachievable;

8.5 When the bidder is unable to prove that he has or will have sufficient resources to satisfactorily execute the object, the price proposal or lowest bid that:

8.5.1 Is insufficient to cover contracting costs, presents prices per item symbolic, derisory, or zero-value, incompatible with the prices of inputs and the prices practiced in the market, plus the respective charges, even if the Bidding Process documents have not set minimum limits, except when they refer to materials and installations owned by the bidder himself, for which he waives part or all of the remuneration.

8.6 If there is evidence that the price proposal is unfeasible, or if additional clarification is needed, steps may be taken so that the company can prove the feasibility of the proposal.

8.7 In the event of the need to suspend the public session to carry out steps, with a view to reorganizing the proposals, the public session may only be restarted upon prior notice of at least twenty-four hours in advance and the occurrence will be recorded in minutes that will be sent to the bidders' email.

8.8 Errors in filling out the price proposal do not constitute grounds for disqualification of the proposal. The price proposal may be adjusted by the bidder present, within a period indicated by the Auctioneer, as long as there is no increase in the price. This adjustment is limited to correcting errors or flaws that do not alter the substance of the proposal.

8.9 If there is only one offer and provided that it meets all the terms of this Bidding Process and that its price is compatible with the maximum value determined for the contract, as well as item 8.7 above, it may be accepted.

8.10 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.

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

8.12 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.

8.13 If the proposal of the bidder holding the lowest price is acceptable, he must prove his qualification condition, as determined in this Process. The other bidders will also have to prove their qualification condition, so that they can be invited to join the Supplier Reserve List.

## **9. SUPPLIER RESERVE LIST**

9.1 After the end of the bidding stage, bidders will be able to reduce their prices to the value of the price proposal of the highest ranked bidder.

9.2 The presentation of new proposals in accordance with this item will not influence the result of the bidding regarding the best-ranked bidder.

9.3 If there are one or more bidders who agree to quote their proposals at a value equal to that of the winning bidder, they will be classified according to the order of the last individual price proposal presented during the competitive phase.

9.4 This order of classification of registered bidders must be respected in contracting processes and will only be used if the best placed bidder does not sign the minutes or has their registration cancelled.

9.5 For this purpose, if bidders are not present at the public session and are qualified, they will be formally summoned by the Commission, in order to express their interest in composing the supplier reserve list, through a signed and dated response.

9.6 This summon, made by email, will be made in accordance with the data contained in the Brazilian Air Force system (SILOMS) used for the registration of BACE suppliers, being the bidder's responsibility to keep his registration details updated or enter the contact email in the price proposal.

9.7 The bidder will have 03 (three) working days to express interest, under penalty of losing the right to participate in the reserve list.

9.8 Supplementary Minutes of the Public Session Reverse Auction will be issued, informing the bidders that they have agreed to quote the goods or services with prices equal to those of the winning bidder following the competition classification (supplier reserve list).

## **10. QUALIFICATION**

10.1 As a precondition to the examination of the qualification documentation of the bidders, 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.

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

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

10.3 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.

10.4 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.

10.5 Technical Qualification:

a) Present at least one Certificate proving to have carried out common preventive and corrective maintenance services for properties. 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.

10.6 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;

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

10.8 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.

10.9 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.

## **11. FORWARDING THE WINNING PROPOSAL**

11.1 When verbal bids are carried on, the final proposal of the bidder declared the winner must be sent within 48 (forty-eight) hours, counting from the request of the Auctioneer.

11.1.1. 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.

11.1.2 If there is a divergence between price per item and the global price, the former will prevail;

11.2. 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.

## **12. ADMINISTRATIVE APPEAL**

12.1. 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.

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

12.3 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.

12.3.1. 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.

12.4 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.

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

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

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

## **13. REOPENING OF THE PUBLIC SESSION**

13.1 The public session may be reopened:

13.1.1 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.

13.1.2 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.

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

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



13.4 The call made by e-mail will be in accordance with the data contained in the Brazilian Air Force system (SILOMS) used for the registration of BACE suppliers, being the bidder's responsibility to keep his registration data updated.

#### **14. APPROVAL PROCESS AND AWARD OF OBJECT**

14.1 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.

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

#### **15 PERFORMANCE GUARANTEE**

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

#### **16 PRICE REGISTRATION MINUTES**

16.1 After the bidding is awarded, the successful bidder will have 10 (ten) days from the closing date of the public session, to sign the Price Registration Minutes, the validity period of which is set out therein, under penalty of losing the right to contract, without prejudice to the sanctions provided for in this Bidding Process.

16.2 Alternatively to appearing before BACE to sign the Price Registration Minutes, BACE may send it for signature, by postal mail with acknowledgment of receipt (AR) or electronically, so that it can be signed and returned within 05 (five) days, from the date of receipt.

16.3 The deadline set out in the previous item may be extended once, for the same period, upon justified request from the successful bidder(s), as long as it is duly accepted.

16.4 As many Price Registration Minutes as necessary will be formalized to record all items contained in the Reference Term, indicating the winning bidder, description of the item(s), respective quantities, registered prices and other conditions.

16.5 The validity period of the price registration minutes will be 12 (twelve) months and may be extended for an equal period, provided that the advantageous price is proven.

#### **17. TERM OF CONTRACT OR EQUIVALENT INSTRUMENT**

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

17.1.1 Said Service Order is replacing the contract, applying to the business relationship established in this Bid process;

17.1.2 The contractor is bound by its proposal and the Price Registration Minutes as well as the provisions contained in the Bidding Process and its annexes.

#### **18. ADJUSTMENT**

18.1 The rules regarding readjustment of the contractual value are those established in the Reference Term, attached to this Bidding Process.

#### **19. RECEIPT OF THE OBJECT AND INSPECTION**

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

#### **20. OBLIGATIONS OF CONTRACTING PARTY AND CONTRACTED PARTY**

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

## **21. PAYMENT**

21.1 The general payment rules are those established in the Reference Term, attached to this Bidding Process.

21.2 The invoice payment will be carried on 30 (thirty) working days from the date of its receipt.

## **22. ADMINISTRATIVE SANCTIONS**

22.1 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.

22.2 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:

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

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

22.2.3 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;

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

22.4 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.

22.5 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.

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

## **23. CHALLENGING THE BID PROCESS AND REQUEST FOR CLARIFICATION**

23.1 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.

23.2 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.

23.3 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).

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

23.5 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.

23.6 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.

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

23.7.1 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.

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

## **24. FINAL PROVISIONS**

24.1 Minutes of the public session of the Reverse Auction for Price Registration will be published.

24.2 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.

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

24.4 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.

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

24.6 The rules governing the bidding will always be interpreted in favour 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.

24.7 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.

24.8 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.

24.9 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.

24.10 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.

24.11 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 11:00 am to 5:00 pm, the same address and period in which the administrative proceedings will remain open to interested parties.

24.12 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.

24.13 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 36/DA/2023

ANNEX VII – Price Registration Minutes

DRAFTED BY:

\_\_\_\_\_  
**Vanessa Eriker** 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**

**I – MODEL FOR PRICE PROPOSAL - REVERSE AUCTION FOR  
PRICE REGISTRATION N° 002/CABE/2024**

<b>ITEM</b>	<b>SPECIFICATION</b>	<b>UNIT</b>	<b><u>PROPOSED PRICE PER ITEM WITH VAT IN- CLUDED (STERLING POUNDS)</u></b>	<b>QUOTATION QUANTITY</b>	<b><u>TOTAL AMOUNT PROPOSED WITH VAT IN- CLUDED (STER- LING POUNDS)</u></b>
1	REPAIR OF INTERNAL DOOR SET, WOODEN, 80 X 210 CM, INCLUDING ACCESSORIES AND PAINTING	UN	£	18	£
2	REPAIR OF EXTERNAL DOOR ASSEMBLY, WOODEN, 80 X 210 CM, INCLUDING ACCESSORIES AND PAINTING	UN	£	6	£
3	REPLACEMENT OF COLD WATER POINT FOR URINAL OR TOILET, INCLUDING INSTALLATION WITH ACCESSORIES	UN	£	24	£
4	DISH URINAL REPLACEMENT	UN	£	2	£
5	TOILET TOILET REPLACEMENT	UN	£	7	£
6	REPAIR OF WOODEN, SLIDING WINDOWS, INCLUDING MASONRY SERVICE, SILICONE SEALING AND PAINTING	UN	£	20	£
7	ALUMINUM FRAME REPAIR, FRAME ADJUSTMENTS, PAINTING AND SILICONE SEALING ACCESSORIES	UN	£	10	£
8	PAINTING ON MASONRY SURFACES, IN INTERNAL ENVIRONMENTS, GROUND FLOORS OR ON UPPER FLOORS	M <sup>2</sup>	£	2012	£
9	PAINTING ON MASONRY SURFACES, IN EXTERNAL ENVIRONMENTS ON GROUND FLOORS OR ON UPPER FLOORS	M <sup>2</sup>	£	185	£
10	WOOD FLOOR REPAIR	M <sup>2</sup>	£	80	£
11	CERAMIC FLOOR REPLACEMENT	M <sup>2</sup>	£	30	£
12	PORCELAIN FLOOR REPLACEMENT	M <sup>2</sup>	£	10	£
13	ELECTRICAL MAINTENANCE SERVICES - REPLACING LED LIGHTS WITH 100/240VAC VOLTAGE REACTOR AND MOTION SENSOR	UN	£	13	£
14	REPLACING A COMMON SINK OR WASHBASIN TAP ASSEMBLY	UN	£	15	£
15	REMOVAL OF RUBBLE AND REMAINING MATERIALS FROM SERVICES PERFORMED	M <sup>3</sup>	£	20	£
16	MAINTENANCE AND CLEANING SERVICE WITH REMOVAL OF VEGETABLE WASTE FROM GUTTERS AND DUCTS	M	£	713	£
17	ROOF AND SKYLIGHT CLEANING SERVICE	UN	£	18	£

<b>18</b>	CLEANING SERVICE FOR PATIOS, WATER COLLECTION POINTS AND SEWAGES (INCLUDING GREASE REMOVAL FROM SEWAGE BOXES)	UN	£	16	£
<b>19</b>	ELECTRICAL MAINTENANCE SERVICES - POINT INSTALLATION FOR EXTERNAL LIGHTING WITH PRESENCE SENSOR	UN	£	13	£
<b>20</b>	RUST REMOVAL AND PAINTING SERVICE FROM GRILLES AND ENTRANCE FENCES TO PROPERTY USING BLACK METAL PAINT (DIRECT RUST), HAMMERITE TYPE, OR SIMILAR IN QUALITY	M <sup>2</sup>	£	75	£
<b>21</b>	CARPET CLEANING SERVICE	M <sup>2</sup>	£	1024	£

**Observations:**

The bidder may quote only the desired items.

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

**Name of Company:**

**Email Address:**

**Name of Representative:**

**Date:**

**ANNEX II  
BIDDER DECLARATION LETTER**

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

To

THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE

RE: BIDDING PROCESS – REVERSE AUCTION FOR PRICE REGISTRATION N°  
002/CABE/2024

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 – Reverse Auction for Price Registration No. **002/CABE/2024** 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

RE: BIDDING PROCESS – REVERSE AUCTION FOR PRICE REGISTRATION N°  
**002/CABE/2024**

Dear Sir/Madam,

I, \_\_\_\_\_, in conformity with the terms of the Bidding Process – Reverse Auction for Price Registration No. 002/CABE/2024, 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 – Reverse Auction for Price Registration No. **002/CABE/2024**.

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

RE: BIDDING PROCESS – REVERSE AUCTION FOR PRICE REGISTRATION N°  
002/CABE/2024

Dear Sir/Madam,

I, \_\_\_\_\_, in conformity with the letter “a” of the item  
9.6 of the Bidding Process – Reverse Auction for Price Registration No. 002/CABE/2024,  
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

RE: BIDDING PROCESS – REVERSE AUCTION FOR PRICE REGISTRATION N°  
**002/CABE/2024**

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



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Edital de Registro de Preço - Inglês
Data/Hora de Criação:	14/03/2024 13:35:45
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Hash MD5:	e5cc48f804f5419570facc036bf0f7d5
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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 14/03/2024 às 14:11:46 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 14/03/2024 às 18:16:47 no horário oficial de Brasília.



**DEFENSE MINISTRY**

**AIRLINE COMMAND**

**BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE**

**TERMS OF REFERENCE 36/DA/2023**

**GM-MD ORDINANCE N°. 5.175 OF 15/12/2021**

**COMMON ENGINEERING SERVICES WITHOUT EXCLUSIVE LABOR DEDICATION –  
AUCTION WITH PRICE REGISTRATION**

**1. GENERAL CONTRACTING CONDITIONS**

**1.1** Hiring of common engineering services for preventive and corrective maintenance of the CABE headquarters property and the 7 residential properties under its legal-administrative responsibility, in accordance with the conditions, specifications, quantities and requirements established in this instrument and its annexes:

ITEM	SPECIFICATION	ITEMS	AMOUNT MIN	AMOUNT MAX	MAXIMUM ACCEPTABLE UNIT VALUE (INCLUDING VAT)	MAXIMUM TOTAL ACCEPTABLE AMOUNT (INCLUDING VAT)
1	REPAIR OF INTERNAL DOOR SET, WOODEN, 80 X 210 CM, INCLUDING ACCESSORIES AND PAINTING	UN	1	18	£325.51	£5,859.18
2	REPAIR OF EXTERNAL DOOR ASSEMBLY, WOODEN, 80 X 210 CM, INCLUDING ACCESSORIES AND PAINTING	UN	1	6	£443.41	£2,660.46
3	REPLACEMENT OF COLD WATER POINT FOR URINAL OR TOILET, INCLUDING INSTALLATION WITH ACCESSORIES	UN	1	24	£414.25	£9,942.00
4	Dish urinal replacement	UN	1	two	£816.82	£1,633.64
5	TOILET TOILET REPLACEMENT	UN	1	7	£793.89	£5,557.23

6	REPAIR OF WOODEN, SLIDING WINDOWS, INCLUDING MASONRY SERVICE, SILICONE SEALING AND PAINTING	UN	1	20	£562.37	£11,247.40
7	ALUMINUM FRAME REPAIR, FRAME ADJUSTMENTS, PAINTING AND SILICONE SEALING ACCESSORIES	UN	1	10	£483.99	£4,839.90
8	PAINTING ON MASONRY SURFACES, IN INTERNAL ENVIRONMENTS, GROUND FLOORS OR ON UPPER FLOORS	M <sup>2</sup>	1	2012	£32.50	£65,390.00
9	PAINTING ON MASONRY SURFACES, IN EXTERNAL ENVIRONMENTS ON GROUND FLOORS OR ON UPPER FLOORS	M <sup>2</sup>	1	185	£38.02	£7,033.70
10	WOOD FLOOR REPAIR	M <sup>2</sup>	1	80	£141.62	£11,329.60
11	CERAMIC FLOOR REPLACEMENT	M <sup>2</sup>	1	30	£195.87	£5,876.10
12	PORCELAIN FLOOR REPLACEMENT	M <sup>2</sup>	1	10	£201.52	£2,015.20
13	ELECTRICAL MAINTENANCE SERVICES - REPLACING LED LIGHTS WITH 100/240VAC VOLTAGE REACTOR AND MOTION SENSOR	UN	1	13	£185.93	£2,417.09
14	REPLACING A COMMON SINK OR WASHBASIN TAP ASSEMBLY	UN	1	15	£362.15	£5,432.25
15	REMOVAL OF RUBBLE AND REMAINING MATERIALS FROM SERVICES PERFORMED	M <sup>3</sup>	1	20	£196.94	£3,938.80
16	MAINTENANCE AND CLEANING SERVICE WITH REMOVAL OF VEGETABLE WASTE FROM GUTTERS AND DUCTS	M	1	713	£6.57	£4,684.41
17	ROOF AND SKYLIGHT CLEANING SERVICE	UN	1	18	£214.92	£3,868.56
18	CLEANING SERVICE FOR PATIOS, WATER COLLECTION POINTS AND SEWAGES (INCLUDING GREASE REMOVAL FROM SEWAGE BOXES)	UN	1	16	£248.26	£3,972.16

19	ELECTRICAL MAINTENANCE SERVICES - POINT INSTALLATION FOR EXTERNAL LIGHTING WITH PRESENCE SENSOR	UN	1	13	£294.47	£3,828.11
20	RUST REMOVAL AND PAINTING SERVICE FROM GRILLES AND ENTRANCE FENCES TO PROPERTY USING BLACK METAL PAINT (DIRECT RUST), HAMMERITE TYPE, OR SIMILAR IN QUALITY	M <sup>2</sup>	1	75	£54.50	£4,087.50
21	CARPET CLEANING SERVICE	M <sup>2</sup>	1	1024	£10.44	£10,690.56

1.2 The estimated cost of contracting continued service is £176,303.85 (one hundred and seventy-six thousand, three hundred and three pounds and eighty-five cents).

1.3 The validity period of the price registration minutes resulting from this event will be 12 months, and may be extended for the same period, provided that the advantageous price is proven, in accordance with art. 32 of Annex III of GM-MD Ordinance No. 5.175/2021.

1.4 After signing the Price Registration Minutes, the services will be requested through a Service Order from the Head of CABE after issuing the commitment note in accordance with Art 99 of Annex III of GM-MD Ordinance No. 5.175/2021. The validity period of each OS will be compiled from the execution period, which will be broken down in each service order according to the number of items to be carried out, the administrative receipt period of 3 days and the payment period of 30 days from the receipt of the invoice.

1.5 The judging criterion will be the lowest price.

1.6 The object of the contract is set out in the 2023 Annual Procurement and Contracting Plan (PAAC), with code CABE23SER032.

## 2. RATIONALE AND DESCRIPTION OF THE NEED FOR HIRING

2.1 The Brazilian Aeronautical Commission in Europe (CABE), a military organization of the FAB in London – United Kingdom, is headquartered in a traditional five-story building belonging to a set of fourteen semi-detached buildings built between the years 1720 and 1724, considered protected historic buildings and listed under the “Act of Parliament 1990”. It should also be noted that the property described is under the responsibility of CABE in the Freehold modality, and it is the responsibility of this Committee to carry out the necessary repairs and maintain the property in a good state of conservation, according to determinations contained in the “Planning (Listed Buildings and Conservation Areas) Act 1990”.

2.2 In addition, CABE has 7 residential properties under its legal-administrative responsibility, under the Leasehold modality. Therefore, it is also the responsibility of this Committee to carry out the necessary repairs and maintain the properties in good condition, making it necessary to carry out preventive and corrective maintenance services, including all specific and emergency actions and interventions in the systems, subsystems, equipment and components of buildings and common and related areas of properties that result, respectively, in the subsistence and restoration of the state of use or operation, so that the heritage is guaranteed and is in conditions of functional use by the permission holders.

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

**3.1** Hiring of common engineering services for preventive and corrective maintenance of the CABE headquarters property and the 7 residential properties under its legal-administrative responsibility, in accordance with the conditions, specifications and quantities informed in this document, as this Commission does not have its own means to meet the such demands.

**3.2** The object of the bidding is a common engineering service for preventive and corrective maintenance .

**3.3** This contract will adopt the Unit Price Contract as its execution regime.

**3.4** The validity period of the price registration minutes resulting from this event will be 12 months, and may be extended for the same period, provided that the advantageous price is proven, in accordance with art. 32 of Annex III of GM-MD Ordinance No. 5.175/2021.

#### **4. HIRING REQUIREMENTS**

**4.1** Companies must adopt environmental practices suggested in local legislation.

**4.2** Subcontracting of the contractual object will not be permitted.

**4.3** Due to the risks involved and the common nature of the object, there will be no requirement to guarantee the contracting provided for in arts. 105 et seq. of Annex III of GM-MD Ordinance No. 5.175/2021.

**4.4** Due to the common nature of the object, no inspection will be required for prior assessment of the location of the services.

**4.5** The present contracting of common engineering services for preventive and corrective maintenance of the CABE headquarters property and the 7 residential properties under its legal-administrative responsibility is provided for in the Annual Procurement and Contracting Plan of the Brazilian Aeronautical Commission in Europe.

**4.6** The contracting requirements, as well as specifications and quantities are described in Item 8 of the Preliminary Technical Study attached to this document.

#### **5. CONTRACT EXECUTION MODEL**

**5.1** After signing the Price Registration Minutes, the services will be requested through a Service Order from the Head of CABE after issuing the commitment note in accordance with Art 99 of Annex III of GM-MD Ordinance No. 5.175/2021.

**5.2** The execution time will be detailed in each service order according to the number of items to be carried out;

**5.3** The legal requirements regarding safety standards set out in the United Kingdom must be followed by the contracted company in order to guarantee the health and order of the place where the services are carried out; It is

**5.4** The Contractor must arrange for the collection and proper disposal of replaced materials, if necessary .

**5.5** Services can be carried out at the addresses in the table below, from 8:00am to 10:00pm, to be detailed in each Service Order:

PROPERTY
HEADQUARTERS – 16 Great James
HOUSE - 92 WOODSFORD SQUARE
HOUSE - 17 HYDE PARK STREET
HOUSE - 30 THE MARLOWES
HOUSE - 8 MARSTON CLOSE

HOUSE - 11 MERTON RISE
HOUSE - 5 MARSTON CLOSE
APARTMENT - F 63 BUTTERMERE

## **6 MANAGEMENT MODEL**

### **6.1 INSPECTION ROUTINES**

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

6.1.2 The Obligations must be faithfully executed by the parties, in accordance with the Terms of Reference and Service Order.

6.1.3 The Inspector designated to monitor the service will record in his own record all occurrences related to the execution of the contract, determining what is necessary to regularize the dates or defects observed.

6.1.4 The Inspector designated to monitor the service will certify compliance with the requirements of this contract set out in item 4 of this Terms of Reference.

6.1.5 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.

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

### **6.2 ASSESSMENT AND MEASUREMENT CRITERIA FOR BILLING**

6.2.1 The measurement of the performance of the service for payment purposes will consider the fulfillment of what is contained in the description of the contracted item.

6.2.2 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 settlement of the expense, such as, for example, a pending financial obligation, resulting from an imposed penalty or default, the payment will be detained 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.

6.2.3 the administrative receipt period will be 3 days and the payment period will be 30 days from receipt of the invoice.

6.2.4 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 losses resulting from incorrect execution of the contract.

## **8. ADJUSTMENT**

**8.1** Prices are fixed and non-adjustable within a period of one year from the signing of the Price Record Minutes.

**8.2** Within the term of validity of the Minutes and upon request from the contractor, the contracted prices may be readjusted after a one-year break, taking the British inflation index (RPI, Retail Price



Index) and the increase of the national minimum wage under consideration, exclusively for obligations initiated and completed after the occurrence of the annual fee.

**8.3** If the index established for readjustment is extinguished or in any way can no longer be used, whatever is determined by the legislation then in force will be adopted as a replacement.

## **9. SUPPLIER SELECTION FORM AND CRITERIA**

**9.1** The supplier will be selected by carrying out a BIDDING procedure, in the AUCTION mode, for price registration, based on the hypothesis of Annex III, art. 29, item II, combined with art. 31, all from GM-MD Ordinance No. 5.175 of 15/12/2021.

**9.2** The acceptability criterion for the proposal will be the lowest price per total value of the item up to the limit of the reference value.

## **10. OBLIGATIONS FROM THE CONTRACTING PARTY**

**10.1** Receive the object within the deadline and conditions established in the contract;

**10.2** Thoroughly check, within the fixed period, the conformity of the services received with the specifications contained in the contract and proposal, for the purposes of acceptance and definitive receipt; Communicate to the Contractor, in writing, about faults or irregularities found in the object supplied, so that necessary corrective measures taken;

**10.3** Monitor and monitor compliance with the Contractor's obligations, through a specially designated commission/inspector;

**10.4** Make payment to the Contractor in the amount corresponding to the supply of the object, within the period and manner established by law; It is

**10.5** The Administration will not be responsible for any commitments made by the Contractor with third parties, even if linked to the execution of the purpose of this Terms of Reference.

## **11. EMPLOYEE'S OBLIGATIONS**

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

**11.1.1.** Be responsible for and fully comply with the contracted service, in accordance with current legislation;

**11.1.2.** Appoint an agent to represent it during the execution of the contract;

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

**11.1.4.** Be up to date with your existing CABE registration data.

**11.1.5.** Maintenance of the conditions of Article 60 of Annex III of GM-MD Ordinance No. 5.175 of 15/12/2021, considering the peculiarities of the local market as per Opinion N° 3/949/2022, of August 3, 2022 of this Commission, of in order to ensure compliance.

## **12. SUBJECTIVE CHANGE**

**12.1** The merger, spin-off or incorporation of the contractor with/into another legal entity is permissible, provided that all the qualification requirements required in the original bid are observed by the new legal entity; the other clauses and conditions of the contract are maintained; there is no

prejudice to the execution of the agreed object and there is the express consent of the Administration to the continuity of the contract.

### **13. BUDGET ADEQUACY**

**13.1** The expenses arising from this contract will be borne by 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;

Source of Resources: 1050000140;

Work Program: 168919;

Expense Element: 339039;

Internal Plan: A0000340100.

### **14. GENERAL PROVISIONS**

**14.1** The following provisions also apply to contracts relating to this Terms of Reference:

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

**14.1.2.** The parties are bound by the terms of this Terms of Reference , its possible annexes; It is

**14.1.3.** The CONTRACTED PARTY must maintain, throughout the execution of the contract, in compatibility with the obligations assumed, all the required qualification and qualification conditions.

Prepared by:

**DANIELLE SIQUEIRA KREUTZ** Lt. Cel Int.

Head of the Administrative Division

Approved by:

**DELMO SIFRÔNIO FREIRE** Cel Int

CABE Expenses Organizer



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	DA - TERMO DE REFERÊNCIA - PÓS CORREÇÕES COJAER - TRADUÇÃO
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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 13/03/2024 às 23:39:07 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 14/03/2024 às 18:16:36 no horário oficial de Brasília.



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

**PRICE REGISTRATION MINUTES**  
**REVERSE AUCTION FOR PRICE REGISTRATION MINUTES**  
**Nº 002/CABE/2024**

**PROCESS Nº 67103.230254/2023-78**

Brazilian Aeronautical Commission in Europe (BACE), located at 16 Great James Street, London, United Kingdom, WC1N 3DP, represented by the Authorising Officer for Expenditure ....., registered in the Brazilian Taxpayer Registry under number, ....., nominated to the position of Authorising Officer for Expenditure of BACE by Ordinance nº ....., published in the Official Gazette of the Union nº ....., considering the result of the bidding process in the form of Reverse Auction for price register records nº 002/CABE/2024, published in the Official Gazette of the Union nº ....., of ..., DECIDES to register the prices of the indicated and qualified company in this minutes, according to the classification achieved and in the quantity(ies) quoted, in compliance with and subject to the conditions set out in the public notice.

**1. OBJECT**

1.1 The purpose of this Minute is to register prices for the possible contracting of common engineering services for preventive and corrective maintenance of CABE's headquarters and the seven (07) residential properties under its legal-administrative responsibility, in accordance with the conditions, specifications, quantities and requirements set out in Term of Reference No. 36/DA/2023 and the Public Notice, which is an integral part of this Minutes, as well as the winning proposal, regardless of transcription.

**2. PRICES, ESPECIFICATIONS AND QUANTITIES**

2.1 The registered price, object specifications, quantity, supplier(s), and other conditions offered in the proposal are as follows:

Supplier (company's name, address, contacts, directors)					
ITEM	DESCRIPTION/ SPECIFICATION	UNIT	QUANT	MAXIMUM UNIT VALUE ACCEPTED (VAT INCLUDED)	MAXIMUM TOTAL VALUE ACCEPTED (VAT INCLUDED)
...	...	...	...	£ _____	£ _____
...	...	...	...	£ _____	£ _____
...	...	...	...	£ _____	£ _____

### 3. ADHERENCE TO THE PRICE REGISTER RECORD

3.1 Adherence to the price registration minutes resulting from this bidding will not be allowed.

### 4. VALIDITY OF THE MNUTES

4.1 The validity period of the price registration minutes resulting from this event will be 12 months, and may be extended for the same period, provided that the advantageous price is proven,

### 5. CHANGE OR UPDATE REGISTERED PRICES

5.1. Registered prices may be changed or updated as a result of a possible reduction in market prices or any fact that increases the cost of registered goods, works or services, in the following situations:

5.1.1. In case of force majeure, act of God or act of the prince or as a result of unpredictable or foreseeable facts with incalculable consequences, which make it impossible to execute the minutes as agreed;

5.1.2. In the event of the creation, alteration or extinction of any taxes or legal charges or the supervening of legal provisions, with proven repercussions on registered prices;

5.1.3. In the event that a readjustment or renegotiation clause on registered prices is provided for in the notice or notice of direct contractin;

5.1.3.1 In case of readjustment, the annuality count and the index foreseen for contracting must be respected;

## **6. CANCELLATION**

6.1 The Supplier's price register will be cancelled when:

6.1.1 Failure to comply with the conditions of the price registration minutes;

6.1.2 Failure to withdraw the purchase order or equivalent instrument within the period established by the Administration, without acceptable reason;

6.1.3 Not agreeing to reduce its registered price, in the event that it becomes higher than those practiced on the market; or

6.1.4 Suffering an administrative sanction whose effect prohibits the company from signing an administrative contract, including the managing party and participating party(ies);

6.2 The cancellation of the price registration records in case of items 5.1.1, 5.1.2 e 5.1.4 will be formalized by order of the contracting party, ensuring the right to an adversarial hearing and full defense;

6.3 The cancellation of the price registration records may occur due to unforeseeable circumstances or force majeure that prevents compliance with the minutes, duly proven and justified:

6.3.1 For reasons of public interest; or

6.3.2 At the supplier's request.

## **7. PENALTIES**

7.1 Failure to comply with the Price Registration Minutes will result in the penalties established in the Bidding Process.

7.1.1 The above sanctions also apply to supplier reserve list, in reverse auction for price registration who, when invited, unjustifiably fail to honor their commitment.

## **8. GENERAL CONDITIONS**

8.1 The general conditions of supply, such as deadlines for delivery and receipt of the object, the Administration's and registered supplier's obligations, penalties and other conditions of the agreement, are defined in the Terms of Reference, appendix to the Bidding Process.

8.2 It is forbidden to increase the quantities established in these Price Registration Minutes.

8.3 The minutes of the public session are attached to this Price Registration minutes.

In order to make the agreement firm and valid, these Minutes have been written in two (2) copies of equal content, signed by the parties.

Signatures:

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**Delmo Sifrônio Freire**  
Colonel  
Head of BACE

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MR.  
Legal Representative of

Witnesses to the signature:

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**Rodrigo Alves de Novaes**  
Lt Colonel  
BACE's Controller

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1° SGT  
Contract's Controller



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 14/03/2024 às 13:21:08 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel DELMO SIFRÔNIO FREIRE no dia 14/03/2024 às 18:16:48 no horário oficial de Brasília.