



PURCHASE AND SERVICE ORDER (1) (OCS) nº 0340/2024
SAP CONTRACT n ° 4400006154
Waiver of Bid Proceedings / Exemption nº 046/2024

SELLER: IBA GROUP LIMITED.

Address: IBA House, 7 The Crescent, Leatherhead, Surrey KT22 8DY, UK.

PURCHASER: BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL - BNDES.

Address: Av. República do Chile, no. 100, Rio de Janeiro - RJ, CEP 20031-917.
CNPJ: 33.657.248/0001-89.

1. OBJECT: Subscription to *IBA MARKET INTELLIGENCE REPORT* under the conditions set forth in the Order Form submitted by the **SELLER (ATTACHMENT I of this PURCHASE AND SERVICE ORDER)**.

2. DURATION: The **CONTRACT** will last 36 months after the subscription of Order Form (**ATTACHMENT I of this PURCHASE AND SERVICE ORDER**) by the supplier.

3. PRICE: **BNDES** shall pay to the **SELLER** for the delivery of the contracted object the unit value as set forth in the Order Form, amounting up to US\$ 11,364.00 (eleven thousand three hundred and sixty-four dollars).

3.1. This amount includes all expenses necessary to deliver the contracted object, including all direct and indirect applicable taxes on the **CONTRACT** and its object in the country of origin of the **SELLER**

3.2. This amount does not include direct and indirect applicable taxes in the Federative Republic of Brazil on the Contract and its object, which will be borne by **BNDES**.

4. BUDGET LINE: 3.10.170.0023 – Broadcast Data Access (Budget Unit # BN45009000 (AEX/DECOMEX)).

5. LEGAL BASIS: 30, caput or item I of Law 13,303/2016 (Law of State-Owned Companies)

6. CONTRACTING AUTHORIZATION: Given on October 11th 2024, by the Head of the foreign Trade Department of the Foreign Trade Division, within the scope of IP Nº 012 / 2024, of October 08th 2024 and the Head of the Human Resources Strategy and Policy Department of the Human Resources Division, within the scope of IP Nº 043 / 2024, of October 08th 2024.

7. PAYMENT:

BNDES shall pay for the goods or services by means of deposit in the **SELLER's** bank account within 15 (fifteen) business days from the date of presentation of the invoice, under the conditions set forth in the Proposal.

The payment shall depend on the submission of 1 (one) copy of the invoice by the **SELLER** to the email *fornecedores@bndes.gov.br* obligatorily containing the number of this **PURCHASE AND SERVICE ORDER**, the name and number of the bank to be credited, the bank branch name and number and the current account number, otherwise the payment will not be made within the period.

8. PENALTIES:

In the event of an unjustified delay in delivery or of total or partial nonperformance, the **SELLER** shall be subject to the penalties provided for in Law 13,303/2016 (Law of State-Owned Companies), guaranteed the submission of an administrative defense within 10 (ten) days after the **BNDES** notification.

11. TERMINATION:

This **CONTRACT** shall be terminated in case of breach of contract by any of the parties.

11. SELLER OBLIGATIONS:

In addition to the obligations set forth by Law, throughout the duration of the **CONTRACT** the **SELLER** shall maintain the conditions of accreditation and qualification stipulated in the contracting procedure and observe the provisions set forth in the Purchase and Licencing Agreement.

12. MANAGEMENT: Vinicius Moraes Pinto Garcia the Manager of the **CONTRACT** shall be designated and his substitute will be Caroline Brito de Oliveira, who shall be responsible for the evaluation of the contracted object, the settlement of the expense, the certification of the compliance with the obligations assumed and the direct supervision of its performance.

13. JURISDICTION: The courts of the city of Rio de Janeiro shall resolve any disputes arising from this **CONTRACT**, with the exclusion of any other, however privileged it may be.

14. FINAL PROVISIONS: This **PURCHASE AND SERVICE ORDER** is issued in accordance with Law 13,303/2016 (Law of State-Owned Companies) and is subject to its provisions and may be amended by means of a letter addendum. The Purchase and Licencing Agreement submitted by the **SELLER**, **ATTACHMENT I** to this instrument, is part of this **PURCHASE AND SERVICE ORDER**, in so far as it does not conflict with it.

The omission or tolerance of contractual obligations shall not constitute a waiver or novation, nor shall it prevent the parties from exercising their rights at any time. The beginning of the performance of the contract by the **SELLER** implies



acceptance of the terms and conditions of this **PURCHASE AND SERVICE ORDER.**

Date: 30/10/2024

BANCO NACIONAL DE DESENVOLVIMENTO ECONÔMICO E SOCIAL – BNDES



ATTACHMENT I

IBA MARKET INTELLIGENCE REPORT - ORDER FORM

Emitente(s): ARH/DEPARH 0340/2024

Qtde Págs Documento Original: 4

Assinaturas: 1

Rubrica: 0

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123

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