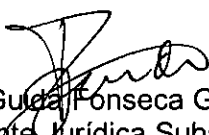


INFORMAÇÃO DE CONTRATO ADMINISTRATIVO**ÁREA DEMANDANTE:** AARH/DEPAD/COPED.**ADVOGADA:** Taís Guida Fonseca Guedes**CONTRATADA:** UNITED NATIONS PUBLICATIONS**ORDEM DE COMPRA E SERVIÇO:** OCS Nº 363/2018 – SAP nº 4400003423 – Inexigibilidade de Licitação nº 070/2018.**OBJETO:** Acesso à base de dados United Nations Commodity Trade Statistics Database (UN Comtrade), licença *Premium Individual License*.**VALOR:** US\$ 682.31 (seiscentos e oitenta e dois dólares americanos e trinta e um centavos).**PRAZO DE VIGÊNCIA:** 12 meses improrrogáveis, contados a partir da data de pagamento da fatura.**AUTORIZAÇÃO:** Do Sr. Chefe do Departamento de Administração Geral da Área de Administração e Recursos Humanos em 20/08/2018, no âmbito da IP AARH/DEPAD/COPED nº 94/2018, de 15/08/2018.**PRONUNCIAMENTO JURÍDICO NO PROCESSO DE CONTRATAÇÃO:** Por meio da Nota AJ/JUARH/GEJUR1 nº 295/2018.**FUNDAMENTO LEGAL DA CONTRATAÇÃO DIRETA:** Art. 30, *caput*, da Lei nº 13.303/2016.**DATA DE ASSINATURA DO INSTRUMENTO:** 03/09/2018.**CERTIDÕES (VALIDADE):** Por se tratar de contratação de pessoa jurídica estrangeira, inexistente obrigação legal de registro perante a Secretaria da Receita Federal do Brasil, não havendo, portanto, documentos a serem apresentados.

Taís Guida Fonseca Guedes
Gerente Jurídica Substituta
OAB/RJ nº 156.097
AJ/JUARH/GEJUR1

**ORDEM DE COMPRA E SERVIÇO
(OCS) nº 363/2018****CONTRATO SAP nº 4400003423**
Inexigibilidade nº 70/2018**CONTRATADA: UNITED NATIONS
PUBLICATIONS****Endereço:** 300 E. 42nd Street, Room IN-922H, New York, NY 10017**CONTRATANTE: BANCO NACIONAL
DE DESENVOLVIMENTO ECONÔMICO
E SOCIAL – BNDES.****Endereço:** Av. República do Chile, n.º 100, Rio de Janeiro – RJ, CEP 20031-917.**CNPJ:** 33.657.248/0001-89.

1. OBJETO: Acesso à base de dados United Nations Commodity Trade Statistics Database (UN Comtrade), licença *Premium Individual License*, nas condições discriminadas no Projeto Básico e na Proposta apresentada pela **CONTRATADA** (ANEXOS I e II desta **ORDEM DE COMPRA E SERVIÇO**).

2. VIGÊNCIA: O **CONTRATO** vigorará por 12 meses improrrogáveis, contados a partir da data de pagamento da invoice.

3. PREÇO: O **BNDES** pagará à **CONTRATADA**, pela execução do objeto contratado, os valores unitários previstos na Proposta, perfazendo o valor de até US\$ 682.31 (seiscentos e oitenta e dois dólares americanos e trinta e um centavos).

3.1. Neste valor, estão incluídas todas as despesas necessárias para execução do objeto, inclusive os tributos que incidam

**SERVICE AND PURCHASE
ORDER(OCS) Nº. 363/2018****SAP AGREEMENT Nº. 4400003423**
Waiver of Bidding Process Nº 70/2018**CONTRACTED PARTY: UNITED
NATIONS PUBLICATIONS****Address:** 300 E. 42nd Street, Room IN-922H, New York, NY 10017**CONTRACTOR: THE BRAZILIAN
DEVELOPMENT BANK (BNDES).****Address:** Av. República do Chile, n.º 100, Rio de Janeiro – RJ, CEP 20031-917.**Corporate Taxpayer Number (CNPJ):** 33.657.248/0001-89.

1. PURPOSE: Access to United Nations Commodity Trade Statistics Database (UN Comtrade), *Premium Individual License*, within the conditions set forth in the Basic Project and Bid submitted by the **CONTRACTED PARTY** (ATTACHMENTS I and II of this **SERVICE AND PURCHASE ORDER**).

2. TERM: The **AGREEMENT** shall be effective for a non-extendable term of 12 months from the invoice payment date.

3. PRICE: To perform the purpose herein, **BNDES** shall pay the **CONTRACTED PARTY** the unit amounts set forth in the Bid, comprising a total amount of up to US\$ 682.31 (six hundred and eighty-two US dollars and thirty-one cents).

3.1. This amount includes all expenses required to perform the purpose herein, including taxes charged in the

<p>ou venham a incidir, direta ou indiretamente, no país de origem da CONTRATADA, sobre o CONTRATO e seu objeto.</p> <p>3.2. Neste valor, não estão incluídos os tributos que incidam ou venham a incidir, direta ou indiretamente, na República Federativa do Brasil, sobre o Contrato e seu objeto, que serão arcados pelo BNDES.</p> <p>4. REAJUSTE: Não se admitirá reajuste ou repactuação de preços, devendo a CONTRATADA arcar com eventuais elevações dos custos decorrentes de fatores ordinários.</p> <p>5. RUBRICA ORÇAMENTÁRIA: 3101700023 – (Unidade Orçamentária nº BN25011000 – APP/DEPEC).</p> <p>6. FUNDAMENTO JURÍDICO: Art. 30, <i>caput</i>, da Lei 13.303/2016 (Estatuto Jurídico das empresas estatais).</p> <p>7. AUTORIZAÇÃO PARA A CONTRATAÇÃO: Do Sr. Chefe do Departamento de Administração Geral da Área de Administração e Recursos Humanos em 20/08/2018, no âmbito da IP AARH/DEPAD/COPED nº 94/2018, de 15/08/2018.</p> <p>8. PAGAMENTO: O BNDES efetuará o pagamento por meio de crédito em conta bancária, em até 15 (quinze) dias úteis a contar da data de apresentação da <i>invoice</i>, nas condições previstas no Projeto Básico e na Proposta.</p> <p>Para toda efetivação de pagamento, a CONTRATADA deverá apresentar no mínimo 2 (duas) vias da <i>invoice</i>, quando emitido em papel, ao Protocolo do</p>	<p>CONTRACTED PARTY'S country or origin, either directly or indirectly levied on the AGREEMENT and its purpose.</p> <p>3.2. This amount does not include Brazilian taxes either directly or indirectly charged on the Agreement and its purpose, which are to be borne by BNDES.</p> <p>4. ADJUSTMENT: No adjustment or price renegotiation will be allowed, and the CONTRACTED shall be responsible for any increase in costs arising from ordinary factors.</p> <p>5. BUDGETARY HEADING: 3101700023 (Budgetary Unit Nº. BN25011000 – APP/DEPEC).</p> <p>6. LEGAL GROUNDS: Article 30, preamble, of 13,303/2016 (Legal Status of State-owned enterprises).</p> <p>7. AUTHORIZATION FOR AGREEMENT: From the Head of the General Administration Department of the Administration and Human Research Division on 08/20/2018, within the scope of IP AARH/DEPAD/COPED Nº. 94/2018, of 08/15/2018.</p> <p>8. PAYMENT: BNDES shall make the payment by means of credit into bank account within up to fifteen (15) working days from the date the invoice is submitted, within the conditions set forth in the Basic Project and Bid.</p> <p>To make every payment effective, the CONTRACTED PARTY shall submit at least two (02) hard copies of invoice to the BNDES' Protocol Service Building in</p>
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Edifício de Serviços do **BNDES** no Rio de Janeiro – EDSERJ, localizado na Avenida República do Chile nº 100, Térreo, Centro, Rio de Janeiro, CEP 20031-917, no período compreendido entre 10h e 18h, ou encaminhar a *invoice*, quando emitido eletronicamente, à caixa de e-mail nfe@bndes.gov.br, fazendo constar, obrigatoriamente, o número desta **ORDEM DE COMPRA E SERVIÇO**, nome e número do banco, nome e número da agência e número da conta corrente, sob pena de não ser efetuado o pagamento no prazo acima previsto.

9. PENALIDADES:

Em caso de atraso injustificado no fornecimento ou de inexecução total ou parcial, a **CONTRATADA** ficará sujeita às penalidades previstas no Projeto Básico e na Lei 13.303/2016 (Estatuto Jurídico das empresas estatais), garantida a prévia defesa no prazo de 10 (dez) dias úteis contados da notificação do **BNDES**.

10. RESCISÃO:

O presente **CONTRATO** será rescindido, de pleno direito, em caso de descumprimento contratual por qualquer das partes.

11. OBRIGAÇÕES DA CONTRATADA:

A **CONTRATADA**, além das obrigações definidas em Lei, compromete-se a manter, durante a execução do **CONTRATO**, as condições de habilitação e qualificação exigidas no procedimento de contratação e a observar as disposições contidas no Projeto Básico e em sua Proposta.

12. GESTÃO: Fica designado Gestora do **CONTRATO** a Sra. Gisele Pinheiro Costa, sendo a sua substituta a Sra.

Rio de Janeiro – EDSERJ, located at Avenida República do Chile nº 100, Térreo, Centro, Rio de Janeiro, CEP 20031-917, from 10:00am to 06:00pm, or submit the invoice, if issued by electronic means to the e-mail nfe@bndes.gov.br, mandatorily attaching the number of this **SERVICE AND PURCHASE ORDER**, name and number of the bank, name and number of the bank branch, and number of the current account, under penalty of the payment being suspended within the aforementioned term.

9. PENALTIES:

In the event of unjustified delay in the supply, or total or partial nonperformance, the **CONTRACTED PARTY** is hereby subject to the penalties set forth in the Basic Project and in the Legal Status of State-owned enterprises (Act 13,303/2016), with defense guaranteed within 10 (ten) working days from the notice issued by **BNDES**.

10. TERMINATION:

This **AGREEMENT** may be terminated, as set forth by law, in the event of breaches of contract by any of the parties.

11. CONTRACTED PARTY'S OBLIGATIONS:

The **CONTRACTED PARTY**, in addition to the obligations set forth in the applicable laws, is also obliged through the term of the contract to maintain, , the enabling actions required during the procurement procedures, and to comply with the provisions detailed in the Basic Project and in its Bid.

12. MANAGEMENT: Mrs Gisele Pinheiro Costa is hereby appointed as Manager of the **AGREEMENT**, and her deputy shall

Margareth Ramos do Carmo Freitas, a quem caberá a avaliação do objeto contratado, a liquidação da despesa, o ateste de cumprimento das obrigações assumidas e a fiscalização direta de sua execução.

13. FORO CONTRATUAL: É competente o foro da cidade do Rio de Janeiro para solucionar eventuais litígios decorrentes deste **CONTRATO**, afastado qualquer outro, por mais privilegiado que seja.

14. DISPOSIÇÕES FINAIS: A presente **ORDEM DE COMPRA E SERVIÇO** é emitida em conformidade com a Lei 13.303/2016 (Estatuto Jurídico das empresas estatais), estando sujeita às disposições deste diploma legal. Integram a presente **ORDEM DE COMPRA E SERVIÇO** o Projeto Básico e a Proposta apresentada pela **CONTRATADA**, respectivamente, **ANEXOS I e II** a este instrumento, podendo ser alterada por meio de aditivo epistolar.

A omissão ou tolerância quanto às obrigações contratuais não constituirá renúncia ou novação, nem impedirá a parte de exercer seu direito a qualquer tempo. O início da execução do objeto pela **CONTRATADA** implica a aceitação dos termos e condições desta **ORDEM DE COMPRA E SERVIÇO**.

Em 05/09/2018


be Mrs Margareth Ramos do Carmo Freitas, who shall be responsible for assessing the contractual purpose, settling expenses, attesting compliance with obligations undertaken and direct supervising of its performance.

13. CONTRACTUAL FORUM: Courts in the city of Rio de Janeiro are hereby elected to resolve any legal disputes arising during the performance of this Agreement, waiving any and all other courts, regardless of how privileged they may be.

14. FINAL PROVISIONS: This **SERVICE AND PURCHASE ORDER** is hereby issued in compliance with Act 13,303/2016 (Legal Status of State-owned enterprises) and is subject to the provisions thereof. This **SERVICE AND PURCHASE ORDER** includes the Basic Project and the Bid submitted by the **CONTRACTED PARTY**, respectively, **ATTACHMENTS I and II** hereto and can be altered by means of written additive.

Omission or tolerance regarding contractual obligations shall not be interpreted as waiver or novation, nor shall it prevent the party from exercising its right at any time. The beginning of the implementation of the object by the **CONTRACTED PARTY** implies acceptance of the terms and conditions of this **SERVICE AND PURCHASE ORDER**.

On 09/05/2018



Flavio Alencar de Carvalho Borges
Chefe de Departamento
AARH/DEPAD

**BASIC PROJECT – GENERAL
CONDITIONS FOR CONTRACTING****PROJETO BÁSICO – CONDIÇÕES
GERAIS DE CONTRATAÇÃO****CONTRACTOR/FORNECEDOR:**

Name/Nome:	UNITED NATIONS PUBLICATIONS
Address/Endereço:	300 E. 42nd Street Room IN-922H New York, NY 10017
Trade Representative/Representante:	Mary Ann O'Neill
Telephone/Telefone:	+1 212 963 8303
E-mail:	<u>oneillm1@un.org</u> / <u>subscriptions@un.org</u>

1 PURPOSE

1.1 Contract **UNITED NATIONS PUBLICATIONS** to provide the subscription of the database United Nations Commodity Trade Statistics Database (UN Comtrade), Premium Individual License, for 1 user (username/password), for a non-extendable period of 12 months.

1.2 UN Comtrade stores standardised official annual and monthly trade statistics reported by countries and reflects international merchandise flows detailed by commodity and partner country with coverage reaching up to 99 percent of world merchandise trade.

UN Comtrade gives instant access to more than 3.3 billion records on merchandise trade from over 200 reporting countries or areas covering 54

1 OBJETO

1.1 Contratar por inexigibilidade de licitação a **UNITED NATIONS PUBLICATIONS**, para a assinatura da base de dados United Nations Commodity Trade Statistics Database (UN Comtrade), licença Premium Individual License, para 1 usuário (login/senha), pelo prazo de 12 meses improrrogáveis.

1.2 O UN Comtrade armazena estatísticas oficiais de comércio, anuais e mensais, padronizadas pelos países, e reflete os fluxos internacionais de mercadorias detalhados por commodity e país parceiro, com cobertura que alcança até 99% do comércio mundial de mercadorias.

O UN Comtrade oferece acesso instantâneo a mais de 3,3 bilhões de registros no comércio de mercadorias em mais de 200 países ou áreas, cobrindo 54

years of data and more than 6000 different products. The data are updated continuously with about 300 million records added per year.

anos de dados e mais de 6000 produtos diferentes. Os dados são atualizados continuamente, com cerca de 300 milhões de registros adicionados por ano.

2. DELIVERY MODE

2.1 The 12 month subscription includes:

- i) 1 individual access (username/password) to web site database at <https://comtrade.un.org/>.
- ii) Web site access comprising visualization and bulk download of millions (up to 20.000.000) of records available on the database.

2.2 The **CONTRACTED** will send the username/password to the following user in up to 48 (forty-eight) hours after the payment of the invoice:

Filipe Lage de Sousa (fls@bndes.gov.br)

3 PAYMENT

3.1 The **BNDES** shall make the payment related to the contractual purpose by means of credit into a bank account in up to fifteen (15) working days as of the date tax-related documentation (Bill of Sale, Invoice or equivalent) is submitted, provided the manager has approved it.

3.2 The invoice should be sent to the email nfe@bndes.gov.br

3.3 The proposal should discriminate unit and total values, as well as include all

2. MODO DE EXECUÇÃO

2.1 Os 12 meses de assinatura incluem:

- i) 1 acesso individual (login/senha) à base de dados no sítio da internet <https://comtrade.un.org/>.
- ii) O acesso ao sítio da internet compreende a visualização e download em massa de milhões (até 20.000.000) de registros da base de dados.

2.2 A **CONTRATADA** enviará o login e senha ao seguinte usuário, em até 48 (quarenta e oito) horas após o pagamento da invoice:

Filipe Lage de Sousa (fls@bndes.gov.br)

3 PAGAMENTO

3.1 O **BNDES** efetuará o pagamento referente ao objeto contratado por meio de crédito em conta bancária, em até 15 (quinze) dias úteis a contar da data de apresentação do documento fiscal (Nota Fiscal, Fatura ou equivalente).

3.2 A invoice deverá ser enviada para o email nfe@bndes.gov.br

3.3 A proposta deverá discriminar os valores unitários e total, assim como incluir

inputs, labor costs and taxes, including tax and parafiscal tax, as well as any other expenses necessary for the execution of the object.

todos os insumos, encargos trabalhistas e tributos, inclusive contribuições fiscais e parafiscais, bem como quaisquer outras despesas necessárias à execução do objeto.

4 OBLIGATIONS OF CONTRACTED

4.1 The obligations of the **CONTRACTED** are those established in Act 13.303/2016 (Bidding Act).

4 OBRIGAÇÕES DA CONTRATADA

4.1 Constituirão obrigações da **CONTRATADA** aquelas previstas na Lei nº 13.303/2016 (Estatuto jurídico das empresas estatais).

5 ADJUSTMENT

5.1 No adjustment or price renegotiation will be allowed, and the **CONTRACTED** shall be responsible for any increase in costs arising from ordinary factors.

5 REAJUSTE

5.1 Não se admitirá reajuste ou repactuação de preços, devendo a **CONTRATADA** arcar com eventuais elevações dos custos decorrentes de fatores ordinários.

6 TERMINATION

6.1 This **AGREEMENT** may be terminated, as set forth by law, in the event of breaches of contract by any of the parties.

6 RESCISÃO

6.1 O **CONTRATO** a ser celebrado poderá ser rescindido de pleno direito, em caso de descumprimento por qualquer das partes.

7 JURISDICTION

7.1 Courts in the city of Rio de Janeiro are hereby elected to resolve any legal disputes arising during the performance of this Agreement, waiving any and all other courts, regardless of how privilege they may be.

7 FORO

7.1 É competente o foro da cidade do Rio de Janeiro para solucionar eventuais litígios decorrentes deste Contrato, afastado qualquer outro, por mais privilegiado que seja.

8 TERM AND EXTENSION

8.1 The Agreement shall be valid for a term of 12 months from the invoice

8 VIGÊNCIA E PRORROGAÇÃO

8.1 O Contrato vigorará por 12 meses, a partir da data de pagamento da invoice.

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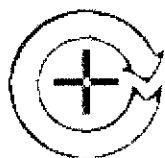
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UN Comtrade

The United Nations Commodity Trade Statistics Database (UN Comtrade) was established in the early 1960s. For almost fifty years, it has provided a wealth of trade information to policy makers, the business community, research institutions and the general public.

It stores standardised official annual and monthly trade statistics reported by countries and reflects international merchandise flows detailed by commodity and partner country with coverage reaching up to 99 percent of world merchandise trade.

UN Comtrade gives you instant access to more than 3.3 billion records on merchandise trade from over 200 reporting countries or areas covering 54 years of data and more than 6000 different products. The data are updated continuously with about 300 million records added per year. With UN Comtrade you spend your time researching instead of searching.

Free basic data access to UN Comtrade

For technical reasons, the current download limit is set to 50,000 records per query. There is no limit on the number of queries. As computing capacity is expanded, the limitation will be relaxed further.

The 50,000 records per query limitation is waived for the following users: institutional users (Academic institutions, government, inter-government agencies, NGOs) from countries listed in our geographic discount policy, data providers, permanent missions to the United Nations

and members of the Committee for the Coordination of Statistical Activities (CCSA). For these cases, registration is required and you can submit the request in writing to comtrade@un.org (<mailto:comtrade@un.org>) .

UN Comtrade Key Features

Comtrade Explorer Enter country name, commodity or year and this data mining tool will give an instant overview of data you are looking for. Thereafter, you can dig for more refined data.

UN Comtrade Knowledge Base This is a repository of background information on UN Comtrade. It explains the functionalities, the concepts behind the data, why imports and exports differ and the answers to some frequently asked questions.

UN Comtrade Data API. With this, you can tap directly into the data without using a web user interface. The API powers many of trade data visualization in UN Comtrade Labs (<http://comtrade.un.org/labs/> (<http://comtrade.un.org/labs/>))

Support If you are still left with questions, there is single point of contact, namely comtrade@un.org (<mailto:comtrade@un.org>)

Premium access to UN Comtrade

There are occasions when a user may require premium service to obtain trade data. These could include bulk download of millions of records or special professional assistance. In this regard, a fee will be charged to cover the costs of providing such services.

Comtrade Subscriptions

Option*	User Access	Records Limit	Limit per Query	Annual Fee
My Comtrade	Single User	Unlimited	50,000	US\$ 121.30
Premium Individual License	Single User	Unlimited	20,000,000	US\$ 909.75
Premium Site License	Multiple Users	Unlimited	No Limit**	US\$ 6,065.00

Premium Individual License allows use of the UN Comtrade personalization features available under My Comtrade***, including a feature to perform a bulk download of millions of records.

Premium Site License is IP controlled. On the basis of the registered IP addresses of the institution, the users have automatic access to UN Comtrade.

UN Comtrade Web Services and UN Comtrade Bulk Data API are only offered as part of the Premium Site License and enables users to automatically extract and download data and metadata through their own applications or through ComtradeTools which is a small program available for free download (Beta version). Web Services uses a straightforward REST architecture and can be easily integrated to any application. Web Services eliminates the need to download data manually via the traditional web user interface.

Trial Premium Site License is offered to institutions. Please submit your request by e-mail to comtrade@un.org (<mailto:comtrade@un.org>) to receive premium access for one month.

A discount of 25% will apply to not-for-profit organizations such as academic institutions, governmental and intergovernmental organizations, NGOs and individuals. Users should email their requests to subscriptions@un.org (<mailto:subscriptions@un.org>) or fax it to: 1-212-963-3489.

- *All premium access options have a time frame of one year counting from the day of activation.
- **When data are streamed via web services or accessed through API.
- ***My Comtrade is a personalization feature that allows users to do the following: save and manage frequently used queries, set automatic alert of newly updated data, customize file download layout, create customized groups of countries or commodities, and submit query through batch system.

How to Order

To order, please contact us at subscriptions@un.org (<mailto:subscriptions@un.org>) indicating the subscription type from the options offered (My Comtrade, Premium Individual License, Premium Site License). Upon receipt of your request, we will contact you to arrange your preferred method of payment and set up access either by Internet Protocol (IP) authentication or User Name and Password.

Access to World Integrated Trade Solution (WITS) WITS is a simple to use yet powerful software which gives access to trade and tariff related statistical information; includes some simulation and analysis tools. Trade flows and tariff data can be extracted to be used in self-contained analysis and simulation tools or to be further computed outside WITS in spreadsheet or statistical software. In addition to Comtrade, WITS allows access to the following major trade flow & tariff databases: UNCTAD TRAINS and the WTO IDB and CTS.

Free access to BACI database (for Premium Individual License and Site License) BACI database is an international trade database from CEPII covering more than 200 countries and 5,000 products, between 1994 and 2007. Original procedures have been developed to reconcile data reported by almost 150 countries to the United Nations Statistics Division, which disseminate them via UN COMTRADE. When both exporting and importing countries do report, we have two different figures for the same flow, which is useful to reconcile in a single figure. Firstly, as import values are reported CIF (cost, insurance and freight) and the exports are reported FOB (free on board), CIF costs have to be estimated and removed from imports values to compute FOB import values. The second step is an evaluation of the reliability of country reporting, based on the reporting distances among partners. These reporting qualities are used as weights in the reconciliation of each bilateral trade flow twice reported. Taking advantage of this double information on each flow, we end up with a large coverage of countries not reporting at a given level of the product classification.

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TAISE

Elaborador: MELOM em 15/08/2018