

**BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**



**REPUBLISHING OF  
INVITATION FOR BID Nº 67050.040951/2020-59  
PAG Nº 67050.040951/2020-59  
SISCAB Nº 201226/2020**



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MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

INVITATION FOR BID Nº 67050.040951/2020-59  
PAG Nº 67050.040951/2020-59

Approved on: June 8<sup>th</sup>, 2020

ROBERTO MARTIRE PIRES Col. Av.  
BACW'S Chief

**Legal Support:** The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington ("BACW"), lets it be known to all who may be interested, that on the date, time and place indicated below, BACW will carry out a bidding process on the basis of indirect execution, to be adjudicated based on the **LOWEST GLOBAL PRICE** (Letter A, Sub-item VIII of Article 6 of Brazilian Law 8,666/93), in accordance with this INVITATION FOR BID and its Annexes. The bidding procedures shall follow the principles of the Law nº 8,666/93 (Brazil), item 7.1.2 of MCA 176-1 from December 6, 2017, from SEFA, and the other requirements provided in this INVITATION FOR BID and its Annexes. Furthermore, bids submitted to BACW shall be interpreted, evaluated and judged according to the principles of the articles 3 and 123 of Law nº 8,666 from 06/21/1993, regarding legality, impartiality, moral, equality, transparency.

Date of delivery and opening of envelopes:		June 17 <sup>th</sup> , 2020	
Time:	10:00 a.m. (Eastern Standard Time)		
Address:	1701 22nd St N.W. Washington D.C 20008	Phone:	(202) 483-4031
		Fax:	(202) 483-4684
		E-mail:	<a href="mailto:con@cabw.org">con@cabw.org</a>
Accreditation:	June 17 <sup>th</sup> , 2020		
Time:	10:00 a.m. (Eastern Standard Time)		



## 1. DEFINITIONS

1.1. In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

1.1.1. COMAER – Brazilian Aeronautical Command;

1.1.2. COMREC - Goods and Services Receiving Commission;

1.1.3. CONTRACTED PARTY – The natural person or legal entity contracted to perform the services;

1.1.4. CONTRACTING PARTY - Brazilian Aeronautical Commission in Washington, DC (BACW);

1.1.5. FAB – Brazilian Air Force

1.1.6. ICA – Aeronautical Command Directive;

1.1.7. INVOICE – Commercial document formalizing an act of purchase and sale abroad, which must contain- among other information- the following data: supply quantity, supply unit, price, payment terms, taxes, duties and FAB Purchase Order Number.

1.1.8. MO - Military Organization;

1.1.9. MONITOR - The individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;

1.1.10. PAG – Administrative Management Process;

1.1.11. PO - PURCHASE ORDER - Purchase Order, equivalent to a Funds Allocation Bill - or proceeds allocation document - in Brazil. It serves as a guarantee that there is sufficient credit to liquidate the commitment undertaken; it is the first step of a public budget expenditure;

1.1.12. BASIC PROJECT- As per Brazilian Law 8.666, dated June 21, 1993, the set of necessary and sufficient elements, with the necessary degree of precision, to define the project, service or body of work, which will constitute the Bid Subject. It is drafted based on the suggestions drawn from preliminary technical studies, which ensure technical feasibility and adequate treatment of the project's environmental impact, as well as evaluating the project or service's costs, defining the methods and terms for its performance.

1.1.13. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed.

## 2. OBJECT

2.1. The Contracting of a specialized company for the services of **Leasing of a SEDAN Automobile Model**, as per characteristics described in the Basic Project, to be used by the Defense and Air Attaché Office, by Officer General Brigadier David Almeida Alcoforado, who is on mission with the Southern Command in Miami, FL, United States, for a period of **24 months, including preventive maintenance**, according to terms, quantities, price limit and other applicable requirements established in the BASIC PROJECT, Annex I.



**2.2.** The following annexes are integral parts of this INVITATION FOR BID, regardless of whether or not they are herein transcribed:

**ANNEX I – BASIC PROJECT;**

**ANNEX II - PRICE PROPOSAL MODEL;**

### **3. PARTICIPATION REQUIREMENTS**

**3.1.** Interested companies, registered with BACW or not, that are related to the object of this bidding may participate in this Bidding Process pursuant to the provisions of the respective acts that established the bidding. The BACW shall select and invite at least three (3) companies.

**3.2.** Companies that are under the following conditions may not participate in the bidding:

**3.2.1.** Bankruptcy, legal restructuring, or extrajudicial reorganization;

**3.2.2.** Dissolution or liquidated;

**3.2.3.** Suspended from participating in bidding processes or have a note of failure on the execution of a contracting in its registration in BACW in the last 3 months;

**3.2.4.** Barred from participating in bidding processes and entering into a Contract agreement with the Brazilian Federal Government;

**3.2.5.** That are declared not to be in good standing to enter into an agreement with the Public Administration (Brazil);

**3.2.6.** That are part of a consortium, or joint venture that is separately participating in the bidding, or control or are controlled by another entity participating in the bidding process.

### **4. ACCREDITATION**

**4.1.** The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble to this INVITATION FOR BID for the purpose of conducting the registration of the participants in this Bidding Process, with his/her ID card, or other identification document, along with the document granting him/her powers to express opinions during the bidding procedures (such documents shall be made available outside of the Envelopes containing the Qualification Documents and Price proposals).

**4.1.1.** Failure to present any of the documents for registration or presentation of incorrect documents shall not preclude participation of the bidder. However, it will prevent its representative from expressing an opinion on behalf of the bidder.

**4.2.** The representative of a bidder shall be any qualified individual under the terms of its incorporation papers, public power of attorney document, private and notarized power of attorney document, or equivalent document.

**4.2.1.** Incorporation papers or registration as a proprietorship shall describe the authority of the representative of the bidder to represent it before third parties.

**4.2.2.** A power of attorney document shall describe all the required powers to present proposals and carry out all acts pertaining to the bidding process, and should be accompanied with incorporation papers or proprietorship registration.

**4.3.** A registered representative may only represent one bidder.

### **5. ENVELOPES WITH QUALIFICATION DOCUMENTATION AND PROPOSAL**



**5.1.** Each bidding participant shall present two envelopes, one containing qualification documents and the other the price proposal.

**5.2.** The sets of documents pertaining to qualification and price proposal shall be delivered separately, inside sealed envelopes, with an initial on the flap and identified with the name of the bidder.

**5.3.** Bidders are strongly urged to use the following identification label format in order to identify their bids.

**ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 67050.040951/2020-59  
**[NAME OF THE COMPANY]**

**ENVELOPE Nº 02 – PRICE PROPOSAL**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 67050.040951/2020-59  
**[NAME OF THE COMPANY]**

**5.4.** The ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS, and the ENVELOPE Nº 02 – PRICE PROPOSAL **must be included in an oversized envelope, sealed and addressed to the BIDDING COMMISSION.** The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the INVITATION FOR BID number, the date and hour of bid opening must be shown in the envelope in accordance with the following model:

**C/O BIDDING COMMISSION – BID # 67050.040951/2020-59**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
1701 22nd Street N.W. Washington, DC 20008  
  
SESSION ON **June 17<sup>th</sup>, 2020 at 10:00 a.m. (EST)**  
**NAME OF THE COMPANY**

**5.4.1.** The envelope may be forwarded by Postal Service or other similar delivery services, with tracking capabilities, and proof of delivery receipt. The envelope must be delivered at least by the opening of the public session at **10:00 a.m.** (Eastern Standard Time) of **June 17<sup>th</sup>, 2020.**

**5.4.1.1.** Bidders are strongly advised to inform the tracking number of their envelopes to the BIDDING COMMISSION by means of the e-mail [con@cabw.org](mailto:con@cabw.org) prior to the date and time of the opening of the public session.

**5.4.1.2.** Envelopes delayed to be delivered to the BIDDING COMMISSION due to carrier issues or improper envelope identification shall not be considered.

**5.4.1.3.** BACW shall not be responsible for mistakes due to envelopes improper identification.



**5.4.1.4.** When sending envelope by Postal Service, the bidder must include the bid number on the outside envelope, so the package can be identified when arrived at BACW. (e.g. Some carriers permit the inclusion of the Bidding Number in the REFERENCE field.)

**5.4.2.** Envelopes may also be presented in person to the Bidding Commission in the public session.

## **6. QUALIFICATIONS (ENVELOPE # 01)**

**6.1.** Companies must deliver the following documents in its qualification envelope.

**6.2.** Legal Qualification:

**6.2.1.** Present proof of **Federal Tax identification number** (e.g. national registry of legal entities (CNPJ), Federal Identification Number (FEIN), Tax ID Number (TIN).

**6.2.2.** Present the following documents of the Company: **Certificate of Incorporation**, or **Certificate of Formation**, or **Articles of Incorporation**, or **Articles of Organization**, or other similar organizational document.

**6.2.3.** Present the **Basic Business License** of the Company to operate in the relevant jurisdiction and the relevant field, issued by an U.S. Government Agency;

**6.2.4. Declaration** from the Bidder's Chief of Financial Officer (CFO) or equivalent company's official stating that the BIDDER has adequate **financial resources** to perform the contract, or the ability to obtain them.

**6.2.5.** Present the **description of the vehicle** that is being offered with enough details to allow the Bidding Commission to cross-check the car features with the requirements of the vehicle set forth in the Clause 3 of the Basic Project, Annex I of this INVITATION FOR BID.

**6.2.6.** Present a **DRAFT OF THE LEASE AGREEMENT** containing the terms to be executed by the Administration containing the clauses proposed by the Bidder.

**6.3.** The required certificates and/or statements shall be valid in cases where there are expiration dates.

**6.4.** No delivery slip or official request for documents will be accepted in lieu of the documents required in this INVITATION FOR BID and its Annexes.

## **7. PRICE PROPOSAL (ENVELOPE # 02)**

**7.1.** The proposal, which should be typed and written in English, must be clear and have no amendments or erasures, duly dated and signed, with all pages initialed by the bidder's representative, according to the model in ANNEX II and the BASIC PROJECT, ANNEX I. The proposal shall include:

**7.2.** The BIDDER must submit the GLOBAL PRICE.

**7.2.1.** In order to submit the GLOBAL PRICE, the bidder shall consider a **down payment** of US\$ 3,500.00 (DP), the **monthly payment** multiplied by 24 months (MP), the fees mentioned on item 6 (QUOTATION) of the Basic Project, if applicable.



Down Payment	Monthly Payment		Fees (T)	GLOBAL PRICE
USD 3,500.00	24	USD	USD	USD

$$GLOBAL PRICE PER VEHICLE = US\$3,500.00 + (24 * MP) + T$$

**7.2.2.** The service quoted shall include all costs arising from the performance of the services, whether direct or indirect, including but not limited to what is described below: all inputs such as fees and/or taxes of invoice, social contributions, duties and taxes, administrative fees, permits, and all other fees necessary for full compliance with the object of the INVITATION FOR BID, in accordance with the BASIC PROJECT.

**7.2.3.** Costs identified as funding or other non-specific terms shall not be accepted in the price proposal.

**7.2.4.** Tax rates quoted by the bidder shall not exceed the limits established under applicable tax legislation.

**7.2.5.** The validity of the proposal shall not be less than sixty **(60) days** from the day the bidding process is officially initiated.

**7.3.** Under no circumstances shall the content of the submitted proposals be changed, neither with regard to price nor any other terms or conditions that imply any alteration to the original proposal. Exceptions are allowed only when these are formal changes intended to resolve immaterial errors or mistakes, without any alteration to the substantive content of the proposal or the aforementioned terms and conditions, and provided they will not cause any adverse impact to the other bidders.

**7.4.** Errors in filling out the proposal should not warrant disqualification of the proposal when it is possible to make adjustments without the need to increase the prices offered, and provided it is demonstrated that the amount will be sufficient to cover all costs of the Contract.

**7.4.1.** In case errors are noticed, the Bidding Commission will perform a diligence in order to assure that the adjustments to be made do not constitute need to increase the offered prices, and/or the offered price covers the cost of the CONTRACT.

**7.4.2.** Any correction in proposals shall be duly recorded in the open session's meeting minutes.

**7.5.** The changes addressed under this item shall be submitted to the Bidding Commission for review.

**7.6.** The Bidding Commission may perform the correction of any of the above-described errors, or it can request the Bidder to submit the corrected proposal. No complaints with regard to the proposals will be admitted after they are duly recorded in the minutes.

**7.7.** After qualification, it is not possible to withdraw a proposal, unless for cause due to a supervening fact as accepted by the Commission.

**7.8.** The award will be made to the lowest responsive bid after qualification phase and price proposal acceptance.

**7.9.** After performing a market research and obtaining a medium of monthly cost of US\$ 396.00, the **MAXIMUM GLOBAL PRICE ESTIMATED** amount for the services of the contract shall not be more than **US\$ 25,000.00 for a 24 month-period**.



## **8. PROCEDURE FOR OPENING ENVELOPES**

**8.1.** On the date, time and place indicated in this INVITATION FOR BID, in a public act, before the bidders present, the Permanent Bidding Commission will receive the oversized sealed envelopes (referenced in item 5.4) containing **Envelopes nº 01 and nº 02**, and will proceed to initiate the bidding process.

**8.1.1.** These public acts may be attended by any person, but only the bidders and their registered representatives will be allowed to engage the Bidding Commission in conversation.

**8.2.** Once the deadline for delivering the documents has passed, no other documents will be received, nor will there be accepted any addendum or clarifications regarding the documentation or price proposal submitted.

**8.3.** After the bidders are identified, the Bidding Commission will proceed to opening Envelopes nº 01 – Qualification Documents.

**8.3.1.** The content of the envelopes shall be initialed by the members of the Bidding Commission and the representatives of all of the bidders present.

**8.4.** The qualification of the bidders will be verified, in accordance with this INVITATION FOR BID.

**8.4.1.** Should the Bidding Commission deem necessary, it could adjourn the public session, so as to analyze the documents presented by the bidders, setting, at that time, a new date and time when a new public meeting will take place, informing all bidders.

**8.4.1.1.** Considering the above hypothesis, all the qualification documents already initialed, and the Envelopes nº 2 – Price Proposals – initialed on the outside by the present bidders and the Bidding Commission members, will be kept by the Bidding Commission, until the qualification phase is concluded.

**8.5.** Disqualified bidders will have the Envelope nº 2 returned unopened after the legal period has transpired without appeal or its withdrawal, or an adverse decision on its appeal.

**8.6.** In case there are not 3 (three) participating bidders at the bidding meeting, the Bidding Commission will inquire to the present bidders about safeguarding their envelopes for a republishing of the IFB to be announced at later date.

**8.7.** After the analysis of the QUALIFICATION DOCUMENTS, it will be granted the deadline of 2 (two) business days, for the bidders to present any appeals. After that, a date for new meeting for opening the PRICE PROPOSAL will be announced.

**8.7.1.** The opening of PRICE PROPOSAL may occur at the same meeting in the following cases:

**8.7.1.1.** All bidders are declared QUALIFIED by the BIDDING COMMISSION, and the present bidders waive their right to appeal.

**8.7.1.2.** All the bidders are present and waive their right to appeal.

**8.7.1.3.** If the Bidding Commission consults the bidders that are not present at the meeting and they waive their right to appeal together with all bidders present.



**8.8.** In the event that one of the bidders does not withdraw the right to appeal the qualification phase, Envelopes nº 2 – Price Proposals – will be initialed by the bidders, and kept in a safe until a date is set for their opening.

**8.9.** After the qualification phase is finished and all the proposals have been opened, bidders cannot be disqualified by any reason related to the qualification process, with the exception of any supervening facts, or facts only known after the judging of the proposals.

**8.10.** The price proposals from the qualified bidders will be judged according to the requirements set forth in this INVITATION FOR BID.

**8.11.** If all the participants are disqualified for reason of their QUALIFICATION DOCUMENTS or otherwise, the Bidding Commission may establish a term of three (3) business days for new documentation or proposals to be submitted.

**8.12.** During all public acts, detailed minutes will be prepared and signed by the members of the Commission and the bidders' legal representatives in attendance.

## **9. REVIEWING QUALIFICATION DOCUMENTS**

**9.1.** Participants will be **disqualified** if:

**9.1.1.** They submit documents required in this INVITATION FOR BID that are expired and/or not duly updated and/or not responsive to the requirements set forth in the INVITATION FOR BID.

**9.1.2.** They include the price proposal inside Envelope nº 01.

**9.2.** Bidders will be notified of their qualification or otherwise through publication. In the event that bidder representative attends the public meeting in which the decision was made, it will be communicated directly to the representative and recorded in the minutes.

## **10. REVIEWING THE PRICE PROPOSAL**

**10.1.** The criterion for reviewing the proposal will be the **LOWEST GLOBAL PRICE**.

**10.2.** It will be **DISQUALIFIED** the proposal which:

**10.2.1.** Does not comply with Item 7 (Price Proposal) of this INVITATION FOR BID;

**10.2.2.** Is flawed or illegible, it is not specific or presents with irregularities and flaws that hinders its review;

**10.2.3.** It is not in compliance with any requirement set forth in this INVITATION FOR BID or the BASIC PROJECT;

**10.2.4.** It includes advantages that are not provided for in the INVITATION FOR BID, including subsidized financing, lack of any required due dates, or prices or advantages that are based on offers presented by another bidder;

**10.2.5.** It presents prices that are unrealistic in the sense that their viability cannot be appropriately demonstrated through documentation that proves that the costs of input are consistent with market prices and that productivity is consistent with the performance of the object;

**10.2.5.1.** Under these circumstances, the bidder will have **two (2) business days** to demonstrate the feasibility of the prices included in its proposal, in



accordance with Article 48, item II, of Law nº 8,666/93 (Brazil), under the penalty of being disqualified.

**10.3.** If there are signs of unrealistic prices in the proposal, or if it is necessary to provide additional clarification, a due diligence may be carried out by the Bidding Commission, in accordance with §3 of Article 43, Law nº 8,666/93 (Brazil).

**10.4.** Once the price proposal which does not meet the requirements of the foregoing items is disqualified, the remaining proposals will be qualified from lowest to highest.

**10.4.1.** Should there be a tie among the proposals, a draw will be conducted. The names of the bidders that are tied will be placed in a sealed box, from which they will be drawn and classified on the basis of the order in which they were drawn.

**10.4.2.** After thirty minutes, the draw will be conducted, regardless of whether the companies or their representatives are in attendance.

**10.5.** Bidders will be notified of the results of bidding through either publication in a U.S. newspaper of national circulation, BACW's website, or other means, at sole discretion of BACW.

**10.5.1.** In the event that bidder representative attends the public meeting in which the decision was made, it will be communicated directly to the representative and recorded in the meeting minutes.

## **11. HOMOLOGATION AND ADJUDICATION**

**11.1.** After the conclusion of the price proposal phase, the draft of the LEASE AGREEMENT, submitted by the bidder that presented the LOWEST GLOBAL PRICE, shall be submitted to the BACW's Legal Counsel for analysis.

**11.1.1.** The Administration (CONTRACTING PARTY) shall have the option of contacting the remaining participants, if the draft of the LEASE AGREEMENT is not approved by the BACW's Legal Counsel or agreement on the terms of the LEASE AGREEMENT is not reached between the parties. In this case, the Bidding Commission shall follow the classification order from lowest to highest global price, in which the following bidders shall be required to meet the global price proposed by the first bidder ranked into this Bidding Process.

**11.2.** The bidding process shall be submitted to the appropriate authority, which will proceed to ratify it and adjudicate the object to the winning bidder.

**11.3.** The adjudication will be based on the **LOWEST GLOBAL PRICE**.

## **12. CONTRACT**

**12.1.** For this specific hiring, the CONTRACT shall be replaced by a PURCHASE ORDER and the LEASE AGREEMENT which shall be in form and substance acceptable to BACW. The PURCHASE ORDER may undergo quantitative increases or decreases in the estimated amounts and values. However, such increases may not exceed 25% of initial amount, in accordance with Brazilian Law nº 8.666/1993.

## **13. SUBCONTRACTING**



**13.1.** In case there is sub-contracting, it shall abide by the following guidelines:

**13.1.1.** Sub-contracting may be authorized by the BACW's Chief, through the CONTRACT MONITOR up to the limit of 40% of the amount of the services.

**13.1.2.** Sub-contractor shall prove having the technical qualification to perform the services, even though, the responsibility for the quality of such services lies solely with the CONTRACTED PARTY.

**13.1.3.** In the event of sub-contracting, the CONTRACTED PARTY shall still bear full responsibility for full performance of this Basic Project, being responsible for supervising and coordinating the activities of the sub-contractor, as well as responding before the CONTRACTING PARTY for strict compliance with the agreements related to the object that was subcontracted.

## **14. TERMS**

**14.1.** Validity

**14.1.1.** The LEASE TERM shall be valid from the day of the vehicle delivery and shall be concluded within **24 months** from the vehicle's delivery.

**14.2.** Acceptance Timeframe

**14.2.1.** The services performed must be accepted by the Administration through an adequately of a Term of Receipt.

**14.3.** Payment Processing Time

**14.3.1.** The payment processing time shall be up to 30 days, starting on the date on which the Term of Receipt is issued.

## **15. FINANCIAL GUARANTEE**

**15.1.** The provision of a performance guarantee is not required for this contracting.

## **16. PRICE ADJUSTMENT**

**16.1.** The price shall be **Fixed and Firm (FFP)** for the Lease Term duration.

## **17. PAYMENT**

**17.1.** The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt. The payment will occur as follows:

**17.1.1.** INVOICES, in U.S. dollars, must be forwarded to the ADMINISTRATIVE DIVISION.

**17.2.** The CONTRACTED PARTY shall not modify the methods to present charges during the contract performance.

## **18. MONITORING**

**18.1.** Verification of adequate contractual fulfillment must be performed based on the criteria established in this BASIC PROJECT and in accordance with contractual terms.



**18.2.** The CONTRACTED PARTY performance must be monitored and inspected through oversight instruments such as reports, including monitoring of the fulfillment of the obligations arising from the agreement.

**18.3.** The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or employees.

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

**19.1.** The services that are the object of this BASIC PROJECT shall be received by the ADMINISTRATIVE DIVISION in accordance with the specifications set forth in this instrument.

**19.2.** It is the responsibility of the MONITOR to:

**19.2.1.** Ensure that the CONTRACTED PARTY meets all requirements for the service objects, which are described in this BASIC PROJECT:

**19.2.2.** Accept or reject services according to the specifications set forth in the BASIC PROJECT within 10 (ten) consecutive days:

**19.2.3.** Once approved, the INVOICES shall be sent to the BACW's Contract Department, together with an Acceptance Receipt within 5 (five) days. If there is any discrepancy, the INVOICE must be returned to the CONTRACTED PARTY, so that the necessary corrections may be made, with a letter explaining the reasons for its return; and

**19.2.4.** During the performance of the services, all proposals, questions, discrepancies, causing difficulties or requiring evaluation must be submitted to the ADMINISTRATIVE DIVISION. If necessary, the ADMINISTRATIVE DIVISION may submit all proposals, questions, discrepancies, causing difficulties or requiring evaluation for the purpose of receiving approval and/or issue of opinion by the BACW's Chief.

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

**20.1.** The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the, BASIC PROJECT, Annex I, Lease Term, and the PURCHASE ORDER, and other obligations provided for in this INVITATION FOR BID.

## **21. BUDGETARY ALLOCATION**

**21.1.** The expenses arising from this contract shall be paid with resources of the item 33.90.39, Action 2000, received by the Defense and Air Attaché Office in Washington D.C. from the Plan of Action of the Aeronautical Command.

## **22. APPEALS**

**22.1.** The actions of the Administration (BACW), during this Bidding Process, may be appealed as follows:



**22.1.1.** Appeal to the BIDDING COMMISSION within **two (2) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

**22.1.1.1.** Qualification of the bidder or lack thereof;

**22.1.1.2.** Judgment of the proposals;

**22.1.1.3.** Annulment or revocation of the bidding process;

**22.1.1.4.** Denial of a request for application or registration, alteration or cancellation;

**22.1.1.5.** Termination of the CONTRACT, unilaterally by the Administration (BACW) for cases provided for under item I, Article 79 of Federal Law nº 8.666/93 (Brazil);

**22.1.1.6.** Issuance of a warning, suspension or compensatory fine.

**22.2.** Once a request for appeal has been filed, it will be communicated to the other bidders, which may present counter-arguments within **two (2) business days**.

**22.3.** The appeal will be addressed to the BIDDING COMMISSION, which may reconsider its decision within **five (5) business days**.

**22.3.1.** If the appeal is rejected, the BIDDING COMMISSION must forward the appeal to the BACW'S CHIEF, for an additional **five (5) business days**, all of which will be duly notified.

## **23. GENERAL PROVISIONS**

**23.1.** Any doubts arising from the provisions of this INVITATION FOR BID may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, up to 48 hours before the delivery of the proposals.

**23.1.1.** All questions will be consolidated and answered in writing after the deadline for consultation has elapsed. A circular communication will be posted by the Bidding Commission and forwarded to the interested parties that have provided an e-mail address.

**23.2.** The interested party shall carefully review the INVITATION FOR BID and its Annexes, as well as all the instructions, terms and conditions, and BASIC PROJECTs presented, and become familiar with all circumstances or details that may affect the assessment of costs and the terms involved in performing the object of this bidding process.

**23.3.** The bidders shall be responsible for all costs associated with the preparation and presentation of their proposal. The Administration (BACW) shall not in any way be responsible for those costs, regardless of the proceedings and outcomes of the bidding process.

**23.4.** Participation in this bidding process implies full acceptance of the terms and conditions established in this INVITATION FOR BID and its Annexes, as well as with the requirement to comply with the provisions herein.

**23.5.** Any changes or amendments to this INVITATION FOR BID will require its dissemination in the same publication that the original solicitation was posted, with the initial term being postponed, except when the changes do not in any way affect the formulation of proposals.

**23.6.** If it is not a business day or if there is any event that prevents the bidding process from being held on the scheduled date, the session will be automatically rescheduled to the following



business day at the same time and place previously indicated, unless communicated otherwise by the Bidding Commission.

**23.7.** In any stage during the bidding process, the Bidding Commission or the BACW's Chief may promote diligence intended to clarify or complement the process, provided it does not involve the later inclusion of any document or information that should be made available at the public bidding session.

**23.8.** The approval of the outcome of this bidding process does not imply a right to being contracted.

**23.9.** The BACW reserves the right to revoke or annul the Bidding Process in cases clearly in the public interest, e.g.:

**23.9.1.** Where there is no longer a requirement for the supplies or services; or

**23.9.2.** Where amendments to the INVITATION FOR BID would be of such magnitude that a new INVITATION FOR BID is desirable.

**23.10.** If this INVITATION FOR BID is cancelled, bids that have been received shall be returned unopened to the bidders and notice of cancellation shall be sent to all prospective bidders to whom INVITATION FOR BID were issued.

**23.11.** Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the INVITATION FOR BID.

**23.11.1.** INVITATIONS FOR BIDS may be cancelled and all bids rejected before award but after opening, only when formally and in writing, by the Chief of the BACW, in the following circumstances:

**23.11.1.1.** Inadequate or ambiguous specifications were cited in the INVITATION FOR BID;

**23.11.1.2.** Specifications have been revised;

**23.11.1.3.** The supplies or services being contracted for are no longer required;

**23.11.1.4.** The INVITATION FOR BID did not provide for consideration of all factors of cost to the Government;

**23.11.1.5.** For other reasons, cancellation is clearly in the Brazilian public's interest;

**23.12.** The terms established in this INVITATION FOR BID and its Annexes do not include the first day, but include the last day. Deadlines shall fall on regular business day for the Administration (BACW).

**23.13.** The rules which govern the bidding process shall always be interpreted so as to increase competition among the bidders, provided that it does not jeopardize the interest of the Administration (Brazilian Public Administration), or the principles of equal rights, the purpose and security of the contracting.

**23.14.** In the event of discrepancies between the provisions of this INVITATION FOR BID and the other documents of the bidding process, the INVITATION FOR BID will prevail, with the exception of the CONTRACT executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.



**23.15.** The INVITATION FOR BID and its Annexes may be read and/or obtained at BACW at the address indicated below, during business days, from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m. (EST).

**23.16.** The records of this administrative proceeding will remain available to all interested parties at the agency located at the address below, during business days from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m. (EST), after previously scheduled time.

**1701 22<sup>nd</sup> St N.W.**

**Washington, D.C. 20008**

**Ph.: (202) 483 4031**

**Fax: (202) 483 4684**

**E-mail: [con@cabw.org](mailto:con@cabw.org)**

**23.17.** The United States District Court for the District of Columbia or the Superior Court in Washington, D.C., shall be the court in which any action or proceedings that might arise in connection with the bidding process must be filed and adjudicated, and the parties irrevocably submit to the exclusive jurisdiction of such court. This INVITATION FOR BID and the bidding process shall be construed and interpreted in accordance with the principles of Brazilian Law N° 8,666/93 and any other applicable laws and regulations of the Federative Republic of Brazil, and shall be governed by and enforced in accordance with the laws of the District of Columbia.

**23.18.** It is hereby agreed by the parties that the language of this INVITATION FOR BID, for the purpose of documentation, correspondence, and any other interests shall be **ENGLISH**.

**Washington, D.C., June 8<sup>th</sup>, 2020.**

LEANDRO FERNANDES DA SILVA ROMAN, Lt. Col.  
President of BACW's Bidding Commission

THIAGO DELLAZARI MELO, Lt. Col.  
BACW's Chief of Bidding and Contract Division