

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



**INVITATION FOR BID #205847/CABW/2020  
PAG #67102.205847/2020-63**



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

INVITATION FOR BID 205847/CABW/2020  
PAG 67102.205847/2020-63

Date of Approval: April 30<sup>th</sup>, 2021.

Roberto Martire Pires Col  
Commanding Officer  
BACW

**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 the Brazilian Federal Law No. 8,666/93), in accordance with this Invitation for Bid and its Annexes. The bidding procedures will follow the principles of the Brazilian Federal Law No. 8,666/93, its related legislation, and other requirements provided in this Invitation for Bid and its Annexes. Furthermore, bids submitted to BACW will be evaluated according to the principles of the articles 3 and 123 of the Brazilian Federal Law No. 8,666, from 06/21/1993, regarding legality, impartiality, morality, equality, transparency.

Date of delivery and opening of envelopes:	<b>May 14, 2021</b>
Time:	<b>10:00 a.m.</b> (Eastern Standard Time)

Address:	1701 22nd St N.W. Washington D.C 20008	Phone:	(202) 518-7348
		Fax:	(202) 483-4684
		E-mail:	<a href="mailto:chf.dlc.cabw@fab.mil.br">chf.dlc.cabw@fab.mil.br</a>

Accreditation:	<b>May 14, 2021</b>
Time:	<b>10:00 a.m.</b> (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. ATI – BACW’s Information Technology Division;
- 1.1.2. B2B – Business-to-business System;
- 1.1.3. BACE – Brazilian Aeronautical Commission in Europe;
- 1.1.4. BACW – Brazilian Aeronautical Commission in Washington DC;
- 1.1.5. CELOG – Brazilian Air Force Logistics Center;
- 1.1.6. CIAER – Brazilian Air Force Intelligence Center;
- 1.1.7. COMAER – Air Force Command;
- 1.1.8. COMREC – Goods and Services Receiving Commission;
- 1.1.9. CONTRACTED PARTY – The person or legal company contracted to perform the services;
- 1.1.10. CONTRACTING PARTY - Brazilian Aeronautical Commission in Washington DC;
- 1.1.11. DRUM – Photoconductive cylinder, essential component of a printer;
- 1.1.12. IFB – Invitation for Bid;
- 1.1.13. IP – Internet Protocol;
- 1.1.14. ICA – Aeronautical Command Directive;
- 1.1.15. Mbps – Megabits per second;
- 1.1.16. Modem – Digital Modulator and Demodulator;
- 1.1.17. MONITOR - the individual or commission –representing the CONTRACTING PARTY to the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;
- 1.1.18. OM – Military Organization;
- 1.1.19. PAG – Administrative Management Process;
- 1.1.20. PTRES – Work Program Summary;
- 1.1.21. RFQ – Request for Quote;
- 1.1.22. RICA – Aeronautical Command Internal Rules;
- 1.1.23. SILOMS-EXT – Air Force system that is used to process requisitions, quotations, map approval and purchase commitments abroad;
- 1.1.24. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed;
- 1.1.25. TONER - Used in laser printers, the toner consists of a powdered substance, electrically charged, which, due to the difference in charge, adheres to the photoconductive cylinder;

## **2. OBJECT**

2.1. Routine preventive and emergency corrective maintenance service, including replacement of basic components, replacement of toners for 7 (seven) BACW Canon ImageRunner printers.



**2.2.** The printers associated with the object of the contract are 1 (one) Canon ImageRunner model C5255 and 6 (six) Canon ImageRunner model C5235, located in the BACW building and BACW Depot located in Temple Hills - MD.

**2.3.** It is noted that the services related to this BASIC PROJECT must comply with all the laws and regulations set forth by the U.S. Federal Government.

**2.4.** The estimates detailed in this CONTRACT do not imply any obligation by the CONTRACTING PARTY. The following annexes are integral parts of this contract, regardless of whether or not they are herein transcribed:

**ANNEX I – BASIC PROJECT;**

**ANNEX II - PRICE PROPOSAL MODEL.**

**2.5.** The services that are object of this INVITATION FOR BID shall be performed on the basis of indirect execution, at the **LOWEST GLOBAL PRICE**, according to the **ANNEX I – BASIC PROJECT**.

### **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 will 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 your 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 Brazilian Federal Government or the Public Administration;

**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 Commercial 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 PRICE 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. On the outside, they should include the following:

**ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 205847/CABW/2020  
[NAME OF THE COMPANY]

**ENVELOPE Nº 02 – PRICE PROPOSAL**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 205847/CABW/2020  
[NAME OF THE COMPANY]

**5.2.1.** The Envelopes may be forwarded by Postal Service or other similar delivery service, with return receipt requested, and must be delivered at least at the opening of the public session at **10:00 a.m. (Eastern Standard Time) of May 14<sup>th</sup>, 2021.**

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

**5.2.1.2.** The two envelopes must be sent or delivered inside a single oversized sealed envelope, addressed directly to the Bidding Commission, as follows:

**C/O BIDDING COMMISSION – BID # 205847/CABW/2020**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
1701 22nd Street N.W. Washington, DC 20008

SESSION ON **May 14<sup>th</sup> at 10:00 A.M. (EST)**  
[NAME OF THE COMPANY]



5.2.1.3. Envelopes delivered that do not follow the instructions above will not be accepted as a proposal.

## 6. QUALIFICATIONS (ENVELOPE # 01)

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

### 6.2. Legal Qualification:

6.2.1. Present evidence of the **Company's Federal Tax Identification Number/EIN**;

6.2.2. Present the **Basic Business License** or other evidence of authorization to operate in the relevant jurisdiction, in the relevant field and issued by relevant Government Agency;

6.2.3. 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.

6.2.4. Present a valid **Certificate of Liability Insurance** of the Company (proof of insurance);

6.2.5. Present a **Recommendation Letter** from a client attesting the good performance of services related to the object of this Invitation for Bid.

6.2.5.1. In this case, the BIDDER may attach to the recommendation letter, a letter from the bidder, on its letterhead, explaining the services performed such as international relocation from door-to-door.

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:

7.1.1. In preparing their price proposals, bidders must be aware of the following guidelines:

7.1.1.1. 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, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the Basic Project.

7.1.1.2. All data provided by the bidder shall fully reflect all costs and the profit margin intended.

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

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



**7.1.2.** The validity of the proposal shall not be less than ninety **(90) days** from the day the bidding process is officially initiated.

**7.2.** 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.

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

**7.5.** 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.

**7.6.** 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.** Bidders must deliver their price proposals in accordance with the PRICE PROPOSAL MODEL, ANNEX II of this IFB.

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

**8.1.** On the date, time and place indicated in this Invitation for Bid, as a public act, before the bidders present, the Permanent Bidding Commission will receive the oversized sealed envelopes (referenced in §5.2.1.2) 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. This has to be done in a respectful manner, without disturbances and disruptions to the progress of the procedures.

**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.** In case there are no 3 (three) valid proposals 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.

**8.4.** Next, after the bidders are identified, the Bidding Commission will proceed to opening Envelopes nº 01 – Qualification Documents.

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

**8.5.** The qualification of the bidders will be verified, in accordance with this Invitation for Bid.





**8.5.1.** 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.

**8.5.1.1.** 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.

**8.6.** To any disqualified bidder, the Envelope nº 2 will be returned unopened after the legal period has transpired without appeal or its withdrawal, or an adverse decision on its appeal.

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

**8.7.1.2.** If the Bidding Commission consults the bidders that are not present at the meeting, and they waive their right to appeal.

**8.7.1.3.** In the event that none of the bidders withdraws their right to appeal the qualification phases, Envelopes nº 2 – Price Proposals – will be initialed by the bidders, and kept in a safe until a date is set for their opening.

**8.7.1.4.** 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.

**8.8.** The price proposals from the qualified bidders will be judged according to the requirements set forth in this Invitation for Bid.

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

**8.10.** 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 6 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 the Brazilian Federal Law nº 8,666/93, 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, of the Brazilian Federal Law nº 8,666/93.

**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 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 meeting minutes.

## **11. HOMOLOGATION AND ADJUDICATION**

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

**11.2.** The adjudication will be based on the **LOWEST GLOBAL PRICE** offered by a bidder.

## **12. CONTRACT**

**12.1.** After the bidding is approved, the winning bidder (the "CONTRACTED PARTY") shall have **05 (five) business days**, from the date it is notified, to sign the Contract, under the penalty of



losing the right to be hired as well as being subject to the sanctions set forth in this Invitation for Bid and any other penalties or damages available under applicable law.

**12.1.1.** The term provided for in the previous sub-item may be renewed for an additional five days if requested by the CONTRACTED PARTY with good reason and accepted by the Administration (BACW) in its sole discretion.

**12.2.** The Administration (BACW) shall have the option to contact the remaining participants if the winning bidder does not sign the Contract under the terms and conditions established, in accordance with the order of classification. It may do so under the same terms and conditions proposed by the winning bidder, including with regard to updated prices, pursuant to the invitation for bid. It may also revoke the bidding process, notwithstanding the penalties provided for in this Invitation for Bid.

**12.3.** By signing the Contract, the CONTRACTED PARTY declares its express agreement with the adequacy of the BASIC PROJECT.

**12.4.** The CONTRACTED PARTY shall maintain all the conditions for qualification required in the bidding process, throughout the performance of the Contract, in accordance with the obligations assumed.

**12.5.** The CONTRACTED PARTY shall be responsible for any and all expenses arising from the Contract.

## **13. TERMS**

### **13.1. Term of Validity**

**13.1.1.** The CONTRACT details the performance of the services over 12 months, in accordance with this Administration's requirements.

**13.1.2.** The validity may be extended for an additional equal periods of 12 months, in the Administration's interest up the limit of overall 60 months.

**13.1.3.** The Parties of the CONTRACT may cancel the contract at any time contingency to a 30 days written notification by any party.

### **13.2. Term of Execution**

**13.2.1.** Performance time shall be 365 consecutive days, starting on the day on which the contract is published in the Official Gazette ['Diário Oficial da União'].

### **13.3. Acceptance Timeframe**

**13.3.1.** The services performed must be accepted by the Administration through an adequately qualified Commission, referred to as COMREC by means of a Term of Receipt.

### **13.4. Payment Processing Time**

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

## **14. FINANCIAL GUARANTEE**

**14.1.** The provision of a Contract guarantee is not required for this contract.

## **15. CHANGES TO THE CONTRACT**



**15.1.** Pursuant to Article 65, § 1, of the Brazilian Federal Law nº 8.666/93, a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction the amount of the demand for HHE relocations, that may be necessary, at the discretion of BACW, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

**15.1.1.** Since that the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, deductions in the amount that exceeds the limit of twenty-five percent (25%) of the Contract may occur during the performance of the CONTRACT at the sole discretion of the CONTRACTING PARTY.

**15.1.2.** The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

## **16. PRICE ADJUSTMENT**

**16.1.** Price shall be firm and fixed (FFP) during the first 12 (twelve) months of contract performance.

**16.2.** After the first 12 (twelve) months of contract performance, in case of being renewed for additional 12 (twelve) months, an adjustment may be applied, to reestablish the financial relation initially agreed upon between the parties at contract signature, thus ensuring adequate compensation for services, if and only if the increase in input costs associated with BID Object is proved to the satisfaction of the BACW Chief.

## **17. PAYMENT**

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

**17.1.1.** Upon presentation of the INVOICE with the required documentation as follows:

**17.1.1.1.** Term of Receipt issued by COMREC after appraisal and acceptance of the required documents specified in this BASIC PROJECT, especially the MONTHLY REPORT.

**17.1.1.2.** The CONTRACTED PARTY shall invoice the CONTRACTING PARTY for completed reimbursable repairs authorized orally, on a single itemized and consolidated invoice at the end of each month of performance. If the CONTRACTED PARTY directly purchased parts or components, copies of receipts shall be attached.

**17.1.1.3.** INVOICES, in U.S. dollars, must be forwarded to the COMREC with the proper documentation attached to it.

## **18. MONITORING**

**18.1.** The Contract MONITOR must be a Federal employee, specifically appointed by the Brazilian Federal Administration, in accordance with the precepts established by the Brazilian Federal Law Nº 8.666/1993, the ICA nº 65-8/2009, and the ICA nº 12-23/2014, so as to monitor and inspect the fulfillment of the contract to be executed.



**18.2.** Monitoring and supervision of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and must be performed by the MONITOR.

**18.3.** The CONTRACTING PARTY'S representative must have the necessary experience to monitor and oversee the supply of the contracted fuel.

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

**18.5.** Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from this agreement.

**18.6.** The MONITOR shall note in his records all events related to the performance of the Contract, taking the necessary measures for the complete fulfillment of contractual clauses. The measures exceeding his competence must be notified to the relevant authority in a timely manner.

**18.7.** 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 the CONTRACT shall be received by the Receiving Commission in accordance with the specifications set forth in the Basic Project, Annex I of this Bid Announcement.

**19.2.** It is the responsibility of the RECEIVING COMMISSION to:

**19.2.1.** Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;

**19.2.2.** Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;

**19.2.3.** Once approved, the invoices are sent to BACW's Contract Department, and

**19.2.4.** All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

## **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, and other obligations provided for in this Invitation for Bid.

## **21. TERMINATION OF THE CONTRACT**

**21.1.** The causes for termination of the Contract, as well as appropriate steps in that case, are provided for in the Contract.



## **22. BUDGETARY ALLOCATION**

**22.1.** The expenses arising from this contract shall be paid with resources of the item 33.90.40, Action 2000, Work Program: 05.122.2108.2000.00001 received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

## **23. VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

**23.1.** Failure to complete the Contract as a whole or in part or any violation of the obligations listed in the Invitations to Bid and in the Contract shall subject the CONTRACTED PARTY, notwithstanding other criminal, contractual and civil liability, to any and all damages and remedies available to CONTRACTING PARTY under this Contract or applicable law, while ensuring due process, to the following penalties:

**23.1.1.** A warning for minor violations, which for these purposes mean those that do not result in significant losses to the object of the contract;

**23.1.2.** Additional compensatory fine of up to one percent (1%) of the total amount of the Contract for failure to complete the Contract in whole or in part;

**23.1.3.** Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years; and

**23.1.4.** Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration (BACW), which shall be granted provided that the CONTRACTED PARTY compensates the Administration (BACW) for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.

**23.2.** The penalties provided for will be applied through an administrative proceeding that ensures due process and ample defense, while following the procedure provided for under Law nº 8,666/93 (Brazil), and also Law nº 9.784/99 (Brazil).

**23.3.** While applying the penalties, BACW shall take into account the seriousness of the violation, the educational character of the penalty as well as the damage that was caused to the administration (BACW) , following the principle of proportionality.

## **24. APPEALS**

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

**24.1.1.** Appeal to BACW's Chief within **two (2) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

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

**24.1.1.2.** Judgment of the proposals;

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

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



**24.1.1.5.** Termination of the Contract, unilaterally by the Administration (BACW) for cases provided for under item I, Article 79 of Law nº 8,666/93;

**24.1.1.6.** Imposition of a warning, temporary suspension or fine.

**24.2.** 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**.

**24.3.** The appeal shall be addressed to a higher authority, through the Bidding Commission, which may reconsider its decision within **five (5) business days**, or take it to the higher authority, all of which will be duly notified.

**24.3.1.** A decision shall be made within **five (5) business day**, of receipt of the request for appeal.

## **25. GENERAL PROVISIONS**

**25.1.** 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.

**25.1.1.** 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. Those that have not received the information within the established time shall take steps to ensure that they learn about the content of the document.

**25.2.** The interested party shall carefully review the Invitation for Bid and its Annexes, as well as all the instructions, terms and conditions, and technical specifications 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.

**25.3.** 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.

**25.4.** 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.

**25.5.** Any changes or amendments to this Invitation for Bid will require its dissemination in the same publication that the original invitations was posted, with the initial term being postponed, except when the changes do not in any way affect the formulation of proposals.

**25.6.** If it is not a business day or in any event that prevent 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.

**25.7.** 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.



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

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

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

**25.9.2.** Where amendments to the invitation would be of such magnitude that a new invitation is desirable.

**25.9.3.** When an 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 invitations were issued.

**25.10.** 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.

**25.10.1.** Invitations may be cancelled and all bids rejected before award but after opening when, consistent with this general provisions, the BACW Chief determines in writing that:

**25.10.2.** Inadequate or ambiguous specifications were cited in the invitation;

**25.10.3.** Specifications have been revised;

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

**25.10.5.** The invitation did not provide for consideration of all factors of cost to the Government;

**25.10.6.** Bids received indicate that the needs of the Government can be satisfied by a less expensive article differing from that for which the bids were invited; and

**25.10.7.** For other reasons, cancellation is clearly in the public's interest

**25.11.** 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 days for the Administration (BACW).

**25.12.** Failure to comply with non-essential requirements may not imply disqualification of the bidding process if it is in the interest of the public administration and in accordance with equal rights.

**25.13.** 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.

**25.14.** 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, except that the Contract executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.

**25.15.** 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.





**25.16.** 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: [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br)**

**25.17.** The United States District 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.

**25.18.** 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., **April 30<sup>th</sup>, 2021.**

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Leandro Fernandes da Silva Roman, Lt Col  
Head of BACW's Bidding Commission

**Reviewed by:**

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Thiago Dellazari Melo, Lt Col  
Head of BACW's Bidding and Contracts Division