



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

**BASIC PROJECT PLAN 34/ADM/2020**

**Legal Support:** Prepared in accordance with the premises set forth in art. 123 of the Brazilian Federal Law 8.666/1993, in Item IX of art. 6 of the aforementioned Law and in the Bidding and Contracts Manual - Guidelines and Jurisprudence of the TCU (Brazil).

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## 1. PREAMBLE

1.1. The purpose of this basic project is to contract a travel agency to issue, reschedule and cancel airline tickets for domestic and international flights, upon request from the Brazilian Aeronautical Commission in Washington, D.C. (BACW).

## 2. DEFINITIONS

2.1. In order to facilitate the understanding of the terms used in this Project, please pay attention to the following definitions:

2.2. **BACW** - Brazilian Aeronautical Commission in Washington D.C.

2.3. **CONTRACTING PARTY** - Brazilian Aeronautical Commission in Washington D.C.

2.4. **CONTRACTOR** - Agency contracted to supply the object.

## 3. OBJECT

3.1. The purpose of this basic project is to hire a travel agency to issue, reschedule and cancel airline tickets for domestic and international flights, at the request of the Brazilian Aeronautical Commission in Washington (BACW), to support the Commission itself, the Attaché of Defense and Aeronautics of Brazil in the USA / Canada, and the military or civilians of Aeronautics, with their dependents, when the return of their international missions in North, Central and South America.

3.2. Eventually, rail or road ticket issuing service, within the USA, for the benefit of BACW or Adidância in the USA / Canada.

## 4. JUSTIFICATION

4.1. The Brazilian Federal Law no. 9,784, of January 29, 1999, which regulates the Administrative Processes of the Federal Public Administration, prescribes, in art. 6, Section IV, that the process contain the request, with an explanation of the facts and their grounds.

4.2. Normative Instruction No. 2 of the Ministry of Planning, Budget and Management, April 30, 2008, in art. 15, paragraph I, reinforces that the Basic Project regarding the contracting of services must contain a justification, with reasons, the motivation and the benefits of the contracting.

4.3. Based on its nature, the object of this Basic Project is a continuous service, as established in Section II, Article 57, of the Brazilian Federal Law No. 8.666 / 93, since the services are executed successively without interruption, being those in which the execution extends over time and the interruption would cause damage to the Administration.

4.4. BACW receives, annually, financial resources to provide personnel transportation for its own team, when traveling in service, to the Office of the Attaché Aereo and for the military (and families) that return to Brazil at the end of their mission abroad.



**4.5.** Thus, the intended contracting in order to meet the following needs:

A. BACW, due to its activities, as provided for in the Internal Regulations (RICA 21-125 / 2020), has the need to be represented by its members, military and civilians, in Meetings, Congresses, Technical Visits and other events of a nature similar, within the USA itself, in Brazil and in other countries;

B. BACW is also the UGE responsible for the application of the decentralized resources in support of the activities of the Defense and Aeronautics Adidance in the USA and Canada, which includes requests for personnel transport; and

C. As recommended in ICA 35-8 / 2018, the Commission is responsible for providing the personal transport of the military and civilians of the Air Force Command, as well as their dependents, when returning from their missions abroad (North, Central and South America) , in the modality "on behalf of the Union", using decentralized resources through the Personnel Administration Directorate - Special Charges Advisory.

D. Eventually, in support of BACW or Adidância missions, in short stretches within the USA, there may be the possibility that the winning company may be asked to issue, on a sporadic basis, tickets on land (rail OR road), the option being defined accordingly. with the structuring of the Agency's work, avoiding specifically determining the means, in order not to limit the universe of competitors in the contest.

**4.6.** Therefore, the Commission must contract, in the North American market, the service of issuing, rebooking and canceling airline tickets, based on a refund service, according to the selection of the lowest price of the Reservation Fee provided by an agency. travels.

## **5. SERVICE DESCRIPTION**

**5.1.** The CONTRACTOR will arrange for the issuance, rescheduling and cancellation of domestic and international airline tickets and will make changes in accordance with requests sent electronically by an authorized BACW employee, necessarily using the value of the lowest cost airline ticket for domestic and international tickets.

**5.2.** The issuance of airline tickets will only be finalized after the quotation, performed by the CONTRACTOR, on all airlines that meet the requested itinerary and after presenting the 3 (three) lowest prices, preferably on nonstop flights and / or with fewer connections, subject to BACW's approval.

**5.3.** Tickets must be issued by official request (Requisition Document) provided by the BACW.

**5.4.** Make the ticket endorsement, respecting the regulations of the airlines.

**5.5.** Fully pass on all discounted fares discounts granted by airlines.

**5.6.** The CONTRACTOR shall provide proof of the fare prices paid on the date of issue of the tickets, presenting a copy of the ticket issue and a copy of the "E-TICKET" issued by the airline.

**5.7.** Confirmation of the issuance of airline tickets must be sent to users, with a copy to the BACW Administration, within the deadlines below:

5.7.1. Tickets with urgency (within the request less than or equal to 1 day, including weekends and holidays). Delivery quotation within 1 hour after receipt of the demand and



confirmation within 1 hour after receipt of the issuance authorization by BACW, timely and effective for boarding, according to rules pre-established by the airlines; and

5.7.2. Regular demands (more than 1 day). Delivery quotation within 3 hours after receipt of the request and confirmation within 3 hours after the issuance authorization by BACW.

**5.8.** To perform the services, the CONTRACTOR must have an office in the metropolitan area of WASHINGTON / DC or have the necessary infrastructure to provide services at a distance and provide all technical and operational activities and other equipment / equipment necessary and sufficient to provide contracted services. , for the following features:

5.8.1. Execution of automated reservation, "online" and issuance of vouchers;

5.8.2. Issuing automated tickets "online";

5.8.3. Consultation and information about the best itinerary, "online";

5.8.4. Consult the lowest available rate, "online";

5.8.5. Printing of formulated quotations; and

5.8.6. Change / reschedule tickets.

**5.9.** To keep available to BACW, at any time during business hours, employee (s) to promptly respond to requests for services listed in subsection 3.8. After the time established in this subsection, on weekends and holidays, the CONTRACTOR shall indicate the employee to attend to exceptional and urgent cases, enabling an effective solution to the problems arising from the provision of services in this Basic Project, as well as to support emergency assistance.

**5.10.** To provide the report with information about passengers, ticket finder, reservation date and quotation for each ticket issued.

**5.11.** The end users of the service will be:

5.11.1. BACW military and civilians, traveling on duty;

5.11.2. Military and civilian on duty, appointed by the Brazilian Defense and Air Defense in the USA / Canada; and

5.11.3. Military and civilians of the Brazilian Air Force, with their dependents, at the end of international missions in North, Central and South America, when returning to Brazil.

**5.12.** The price of airline tickets, to be paid by the CONTRACTOR, shall be in accordance with the rates applied by the airlines, including in the cases of promotional rates, in the forms established by the regulations of the US government.

**5.13.** Eventually, if there is a need to transport personnel over short distances within the USA, the CONTRACTOR may be asked to issue tickets for train or bus travel. In this case, the Travel Agency will be responsible for choosing the means, train or bus, according to its regular procedures.

**5.14.** The total amount to be paid to the CONTRACTOR will be calculated from the sum of:



5.14.1. the value offered by the service, in the form of RESERVE FEE; and

5.14.2. the issuing, rebooking and cancellation services, relating to national and international airfare or national train / bus tickets, plus the ticket price, duly attested by a receipt issued by the airline or train / bus company.

**5.15.** RESERVE FEES will be those proposed in the BIDDING PROCESS PROPOSAL.

**5.16.** The amount of the booking fee must include all costs and expenses, such as direct and indirect costs (including taxes and social contributions), as well as any other necessary for the full implementation of the service.

**5.17.** The estimated annual expenditure for this service is US\$ 200,000.00 (including the total ticket price and booking fees). This figure is an estimate, based on historical expenses, and does not indicate any obligation to fully comply with it or any future commitment to BACW.

## **6. BACW'S OBLIGATIONS**

**6.1.** To receive the object within the term and conditions established in the terms and conditions of BACW;

**6.2.** To monitor and inspect the fulfillment of the Contractor's obligations, through BACW's Administrative Division;

**6.3.** To make the payment to the Contractor in the amount corresponding to the supply of the object, within the term and form established in the terms and conditions of BACW.

**6.4.** To monitor and supervise the performance of services by a specially designated representative or representatives, under the terms of art. 67 of the Brazilian Federal Law No. 8.666/93.

**6.5.** To reject, in whole or in part, services performed in violation of this Basic Project.

**6.6.** To provide all necessary conditions for the proper functioning and provision of these services.

**6.7.** To notify the CONTRACTED PARTY in writing of the occurrence of any imperfections during the performance of the services, establishing a deadline for their correction.

**6.8.** To conduct surveys in transportation companies and / or specialized sites, in addition to requesting and verifying the ticket price survey made by the CONTRACTOR, comparing them with those in the market.



**6.9.** To notify the CONTRACTING PARTY in writing of the rules for the application of possible sanctions, guaranteeing the right to contest and / or ample defense.

## **7. CONTRACTOR'S OBLIGATIONS**

**7.1.** To perform the service faithfully in accordance with the terms of this Basic Project.

**7.2.** To provide all necessary clarifications requested by BACW management, whose obligations must be fulfilled immediately.

**7.3.** To book, schedule and reschedule, issue, cancel and provide tickets to the interested party through electronic tickets.

**7.4.** To take responsibility for damages caused directly to the Executive Board or to third parties, resulting from your fault or willful conduct in the performance of the service, not excluding or reducing this responsibility, the supervision and monitoring of BACW.

**7.5.** To be available to resolve any ticket-related issues.

**7.6.** When requested, it addresses solutions to problems that arise in connection with booking tickets, boarding fees and any other boarding logistics.

**7.7.** To refrain, under any circumstances, from transmitting advertising or any other information about the activities that are the object of this Basic Project, without the prior permission of BACW.

**7.8.** To maintain throughout the period of this service, in accordance with your obligations, all the conditions of competence and qualifications required.

**7.9.** Not to transfer service account consignors to third parties, in whole or in part, without BACW's prior written consent.

**7.10.** To provide receipts for the tickets issued by the CONTRACTOR, containing the RESERVE FEE value and the ticket fare value with the additional boarding fare.

**7.11.** To provide an electronic ticket issued by the transport companies, with the cost of the ticket to be reimbursed by BACW.

**7.12.** To provide BACW with customer service, by cell phone or other means of communication, outside business hours.

**7.13.** To show the types of tickets in relation to the fare rules.

**7.14.** To pay the transport companies that sold the tickets immediately, regardless of BACW reimbursement, and the Commission is not responsible for that payment in the first place.



**7.15.** In the event that an issued refundable ticket is canceled, for any reason, prior to departure, BACW will receive a credit for the refund of the unused airline ticket, minus the travel agency's service fee, as well as the amount of the cancellation fee and other legal provisions governing the matter, duly confirmed.

**7.16.** To communicate to BACW, within a maximum period of 24 (twenty four) hours prior to the date of delivery of the tickets, the reasons that make it impossible to meet the deadline, with due proof;

**7.17.** To be responsible for any damages caused to the Public Administration, as well as to third parties, resulting from the execution of the object.

## **8. SUBCONTRACTING**

**8.1.** Subcontracting will not be allowed for this contract.

## **9. SUBJECTIVE ALTERATIONS**

**9.1.** It is allowed to merge, split or incorporate the contractor with / in another legal entity, provided that all the qualification requirements required in the original bid are observed by the new legal entity, other clauses and conditions of the contract are maintained, there is no prejudice to the execution of the agreed object and the Management expressly agrees to proceed with the acquisition.

## **10. CONTRACT PERFORMANCE CONTROL**

**10.1.** The BACW representative must promote the registration of the verified occurrences, adopting the necessary measures for the faithful fulfillment of the terms and conditions of BACW, according to the provisions of paragraphs 1 and 2 of art. 67 of the Brazilian Federal Law No. 8.666, of 1993.

## **11. ADMINISTRATIVE SANCTIONS**

**11.1.** The total or partial non-compliance with the other obligations and responsibilities assumed by the Contractor will give rise to the application of administrative sanctions, provided for in BACW's Terms and Conditions, which may result in a fine or contract termination, among others, as provided for in articles 77 and 80 of the Brazilian Federal Law No. 8.666, from 1993.

## **12. BUDGETARY PLAN**

**12.1.** Due to the difficulty in obtaining preliminary proposals, the stipulated reference price will be based on the last contract, Contract No. 003/BACW/2015 - PAG 150697, the inflation correction in the United States in the last five years and on virtual agency websites - online sales.



**12.2.** In the contract currently in effect, Contract No. 003/BACW/2015 - PAG 150697, signed on Jun 24, 2015 and scheduled to end on Jun 23, 2020, the service fee of US\$ 5.00 is used.

**12.3.** Searching on the Internet, on October 13, 2020, it was found on the websites *www.onetravel.com* and *www.cheapoair.com* that the prices charged by the Agencies for issuing air tickets are US\$ 18.00 (see attachment).

**12.4.** The Consumer Price Index for All Urban Areas (CPI-U) for Transportation Services, which measures the inflationary effect on this sector, indicates a variation of 1.2% in 2020 (see annex).

**12.5.** Average inflation in the United States of America over the past five years has been 1.9%.

**12.6.** Thus, taking into account that the value per issue of US \$ 5.00 currently charged is already in effect for 58 months, without correction, and that updated research on Internet sites indicates a price of US\$ 18.00, it will be considered, as a reference value for the service of issuing, rescheduling and canceling personal transport tickets (air or land) the amount of US\$ 18.00.

**12.7.** Due to past and currently expected demands, an annual limit value of US\$ 200,000.00 is planned for this Bid.

**12.8.** The expenses of this contract will be covered with resources from the Aeronautical Command Action Plan, based on the General Budget of Brazil for the year.

**12.9.** These funds will come from the following funds:

12.9.1. ND **33.90.33** (Personnel Transport Expenses) of the Budget that supports BACW's activities;

12.9.2. ND **33.90.33** (Personnel Transport Expenses) of the Budget that supports the activities of the Brazilian Defense and Attaché Office in the USA/Canada; and

12.9.3. ND **33.90.33** (personnel transport expenses) from AEE, supporting military and civilians of the Brazilian Air Force, with their families, when returning from foreign missions in North, Central and South America.

## **13. TERM**

**13.1.** The contract will be valid, initially, for 1 year (12-month period), starting from the date the contract is signed.

**13.2.** Based on the Brazilian Federal Law 8666/1993, which regulates Bids, Contracts and Purchases made by the Brazilian Government Organizations, BACW, ACCORDING TO THE CONTRACTOR, considering prices, advantages and obligations, CAN renew the contracted policy up to the total period of 60 months. After that total period, the BACW is obliged to make a new Bidding Process on this matter.

## **14. ANNEXES**

**14.1.** Quote *One travel*

**14.2.** Quote *Cheapoair*