

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



REPUBLISHING
INVITATION FOR BID 205526/CABW/2020
PAG 67102.205526/2020-69



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

REPUBLISHING
INVITATION FOR BID 205526/CABW/2020
PAG 67102.205526/2020-69

Approved on: July 07, 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 of BOOKING FEE**, in accordance with this Invitation to Bid and its Annexes. The bidding procedures will follow the principles of the Brazilian Federal Law nº 8,666/93, its related legislation, and the other requirements provided in this Invitation to Bid and its Annexes. Furthermore, BIDs submitted to BACW will be evaluated according to the principles outlined in the articles 3 and 123 of the Brazilian Federal Law nº 8,666 from 06/21/1993, regarding legality, impartiality, morality, equality and transparency.

Date of delivery and opening of envelopes:	July 16 th , 2021		
Time:	10:00 a.m. (Eastern Standard Time)		
Address:	1701 22nd St N.W. Washington D.C 20008	Phone:	(202) 518-7305
		Fax:	(202) 483-4684
		E-mail:	chf.dlc.cabw@fab.mil.br
Accreditation:	July 16 th , 2021		



Time:	09:00 a.m. (Eastern Standard Time)
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1. OBJECT

1.1. 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's Office of Defense and Aeronautics of Brazil in the USA and Canada, and the military or civilians of the Brazilian Air Force, with their dependents, in return of their international missions in North, Central and South America.

1.1.1. Eventually, rail or road ticket issuing service, within the USA, for the benefit of BACW or the Attaché's Office in the USA / Canada.

1.2. For all intents and purposes, this Invitation to Bid includes the following annexes:

ANNEX I – Basic Project Plan;

ANNEX II – Price Proposal Model; and

ANNEX III – Contract Draft.

2. PARTICIPATION REQUIREMENTS

2.1. Interested companies, registered with the 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.

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

2.2.1. Bankruptcy, legal restructuring, or extrajudicial reorganization;

2.2.2. Dissolution or liquidated;

2.2.3. Suspended from participating in bidding processes or have a note of failure on the execution of a contracting with BACW in the last 3 months;

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

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

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



3. ACCREDITATION

3.1. The bidder, or its representative, shall report to the Bidding Commission at the place, date and time indicated in the preamble to this Invitation to 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).

3.1.1. 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.

3.2. 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.

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

3.2.2. 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.

3.3. A registered representative may only represent one bidder.

4. ENVELOPES WITH QUALIFICATION DOCUMENTATION AND PROPOSAL

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

4.2. 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
REPUBLISHING INVITATION FOR BID Nº 205526/CABW/2020
[NAME OF THE COMPANY]

ENVELOPE Nº 02 – PRICE PROPOSAL
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
REPUBLISHING INVITATION FOR BID Nº 205526/CABW/2020



[NAME OF THE COMPANY]

4.2.1. The Envelopes may be forwarded by Postal Service or other similar delivery service, with return receipt requested, and must be delivered at least no later than the opening of the public session at **09:00 a.m.** (Eastern Standard Time) of **07/16/2021**.

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

4.2.1.2. 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 – REPUBLISHING BID #205526/CABW/2020
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008

SESSION ON **07/16/2021** at **09:00 a.m.** EST
[NAME OF THE COMPANY]

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

5. QUALIFICATIONS (ENVELOPE # 01)

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

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

5.1.2. 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;

5.1.3. 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.

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

5.1.5. Present a document to prove that the Bidder Company was **hired at least by 01 (one) other company or institution** to execute comparable services for a **minimum period**



of 12 (twelve) months and that it is still executing or has finished executing such services **no more than 06 (six) months ago**, or present a certificate which in this case should be made available to the BACW before signing the contract, in case of winning the Bidding Process.

6. PRICE PROPOSAL

6.1. 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, in accordance with the model in ANNEX II and the BASIC PROJECT, Annex I.

The proposal shall include:

6.1.1. The **PRICE PROPOSAL**, which is the **BOOKING FEE**.

6.1.2. In preparing their price proposals, Bidders must be aware of the following guidelines:

6.1.2.1. The Booking Fee quoted shall include all costs arising from the performance of the services, whether direct or indirect, not being limited to what is described below: all inputs such as fees and/or taxes, social contributions, expenses, insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the CONTRACT.

6.1.2.2. If there are discrepancies between the written and number amounts, the written amount will prevail, and BACW will proceed to the necessary corrections.

6.1.2.3. All data provided by the bidder shall fully reflect the costs specified and the profit margin intended.

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

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

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

6.2. 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



- 6.3.** Errors in filling out the proposal should not warrant elimination 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.
- 6.4.** The changes addressed under this sub item shall be submitted to the Commission for review, with the appropriate consent of all bidders.
- 6.5.** No complaints with regard to the proposals will be permitted after they are duly recorded in the minutes.
- 6.6.** After qualification, it is not possible to withdraw a proposal, unless for cause due to a supervening fact as accepted by the Commission in its sole and absolute discretion.

7. PROCEDURE FOR OPENING ENVELOPES

- 7.1.** On the date, time and place indicated in this Invitation to Bid, in a public act, before the bidders present, the Permanent Bidding Commission will receive the **Envelopes nº 01 and nº 02**, and will proceed to initiate the bidding process.
- 7.1.1.** 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.
- 7.2.** 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.
- 7.3.** Next, after the bidders are identified, the Bidding Commission will proceed to opening Envelopes nº 01 – Qualification Documents.
- 7.3.1.** The content of the envelopes shall be initialed by the members of the Bidding Commission and the representatives of all of the bidders present.
- 7.4.** The qualification of the bidders will be verified, in accordance with this Invitation to Bid.
- 7.4.1.** 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 meeting will take place, informing all bidders.
- 7.4.1.1.** 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.

7.5. 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.

7.6. After the qualification documents are verified, the Envelopes nº 02 – Price Proposal of the qualified bidders will be opened during the session, provided the bidders expressly waive their right to appeal the qualification phase, or at a different public act, specifically scheduled for this purpose, after the term of appeal has elapsed.

7.6.1. In the event that none of the bidders withdraws, regarding their 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.

7.6.2. 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.

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

7.8. 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.

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

8. REVIEWING THE PRICE PROPOSAL

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

8.1.1. They submit documents required in this Invitation to Bid that are expired and/or not duly updated and/or not responsive to the requirements set forth in the Invitation to Bid.

8.1.2. They include the price proposal inside Envelope nº 01.

8.2. Bidders will be notified of their qualification or otherwise through publication. In the event that a 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.



9. REVIEWING THE PRICE PROPOSAL

9.1. The criterion for reviewing the proposal will be the **LOWEST PRICE** of **Booking Fee**.

9.2. **The winner proposal will be the lowest price of Booking Fee.**

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

9.3.1. Does not comply with Item 6 of this Invitation For Bid;

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

9.3.3. It is not in compliance with any requirement set forth in this Invitation For Bid or the BASIC PROJECT;

9.3.4. 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;

9.3.5. It includes a **UNIT PRICE** that exceeds the Estimated Booking Fee value of **US\$ 18.00**;

9.3.6. 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;

9.3.6.1. 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.

9.4. 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).

9.5. 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.

9.5.1. 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.

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



9.6. 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.

10. HOMOLOGATION AND ADJUDICATION

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

10.2. The Adjudication will be done based on the **LOWEST GLOBAL PRICE**.

11. FINANCIAL GUARANTEE

11.1. The provision of a financial guarantee is not required for the contracting from this Bidding Process.

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 attached hereto as ANNEX III, under the penalty of losing the right to be hired as well as being subject to the sanctions set forth in this Invitation to 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 and absolute 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 herein 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 to bid. It may also revoke the bidding process, notwithstanding the penalties provided for in this Invitation to 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. SUBCONTRACTING

13.1. Subcontracting will not be allowed for this contract.

14. CHANGES TO THE CONTRACT

14.1. Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction of products or services, that may be necessary, up to the limit of twenty-five percent (25%) of the original total amount of the Contract.

14.1.1. Deductions in the amount that exceeds the limit of twenty-five percent (25%) of the Contract shall only be done when both parties are in agreement.

14.1.2. Increases above 25% can never be accepted, but the total amount of the CONTRACT may decrease by more than 25% (twenty five percent) given the possibility of execution being less than the amount estimated by BACW, due to the needs of the CONTRACTING PARTY. The submission of the proposal in the Bidding Process constitutes acceptance of this condition by both parties, providing that the CONTRACTED PARTY accepts that the value of the Contract may so decreased by the CONTRACTING PARTY at its discretion and that such decrease may be more than 25%.

15. TERMS

15.1 Term of Validity

15.1.1 The validity of the Contract will start after execution by BACW's Chief on Contract and shall be in effect for a period of 12 (twelve) months, and may be renewed by an additional 12 (twelve) months up to a maximum overall duration of 60 (sixty) months upon the execution of a written amendment by both parties.



15.2 Start of the service

15.2.1 The execution of the service will start only after CONTRACTED PARTY receives a Service Order signed by BACW's Chief.

15.3 Extending the Contract

15.3.1 The CONTRACTED PARTY does not have a right to unilaterally extend the Contract. The Contract may only be extended by agreement between the parties and the signing of an Amendment.

16. PRICE ADJUSTMENT

16.1. Prices shall be firm and fixed (FFP) during the first 12 months of execution of the contract. After that, in case of renewing the contract, all portions of the price may be adjusted based upon a formal proposal put forward by one of the Parties cited in the CONTRACT, and only after the period of 12 months from the signing of the contract or from the last adjustment, but the adjustment must be preceded by indexes/indicators that evidence the need, as well as the demonstration of costs in a spreadsheet.

16.2. The presentation of a price adjustment proposal by one party does not obligate the CONTRACTING PARTY to accept the proposal. Either party may opt to not extend the CONTRACT for 12 more months.

16.3. The CPI, Consumer Price Index issued by the Bureau of Labor Statistics, and published by the Federal Reserve Bank will be the rate utilized by the CONTRACTING PARTY to analyze the request of adjustment of the BOOKING FEE by the CONTRACTED PARTY, if presented.

17. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

17.1. The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the BASIC PROJECT PLAN, and other obligations provided for in this Invitation to Bid.

18. PAYMENT

18.1. The deadline for payment shall be within **thirty (30) calendar days** from the date the term of receipt is issued by the RECEIVING COMMISSION



18.2. An Invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

18.2.1. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY.

18.2.2. The "approval" of the Invoice is contingent upon verification of compliance of the Invoice submitted by the CONTRACTED PARTY with the services that were actually performed; and

18.2.3. In the event of any mistake in submitting any of the documents required under the previous sub-items or of a situation that prevents fees from being paid, the payment shall remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the deadline for payment shall take effect after it is verified that the situation has been solved, without any costs to the CONTRACTING PARTY.

18.3. Payment shall be made through a bank order of credit, deposit in a bank account, at the branch or bank agency indicated by the CONTRACTED PARTY, or through any other means provided for under the legislation in effect.

18.4. The date of payment shall be considered the date when the bank order of payment is actually made.

18.5. The CONTRACTING PARTY shall not be responsible for any expenses that may be made by the CONTRACTED PARTY that have not been agreed to in the Contract.

19. SUPERVISION

19.1. The performance of the contracted object will be subject to follow up, monitoring and assessment by the Supervisor of the CONTRACTING PARTY, as follows

19.2. Following up, monitoring and assessing, as described in this item, does not alter the CONTRACTED PARTY's responsibility, nor does it confer upon the CONTRACTING PARTY any responsibility, including vis-à-vis third parties, for any irregularities or damages in the performance of the contracted object.

19.3. The CONTRACTING PARTY reserves the right to reject, in whole or in part, any object contracted that is not provided in accordance with this Invitation to Bid, its Annexes, and the Contract.



19.4. The determinations and requests made by the Supervisor of the CONTRACTING PARTY in charge of monitoring the Contract shall be immediately met by the CONTRACTED PARTY, or otherwise justified in writing.

19.4.1.1. Verification of adequacy in the provision of the services shall be carried out based on the criteria provided for in the BASIC PROJECT.

20. RECEIPT OF THE OBJECT

20.1. The services that are the object of the BASIC PROJECT shall be received by the Receiving Commission;

20.2. It is the responsibility of the Receiving Commission to:

- a) Ensure that the CONTRACTED PARTY will follow the description of all the material that are the object of the BASIC PROJECT;
- b) Receive products or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;
- c) Once approved, the invoices are sent to BACW's Contract Department, followed by a Statement of Receipt, within 5 (five) days. If there is any discrepancy, the invoice shall be returned to the CONTRACTED PARTY for corrections, along with a letter explaining the reasons why it was returned, and

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

20. TERMINATION OF THE CONTRACT

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

21. BUDGETARY APPROPRIATION

21.1. The expenses for this contract shall be covered with resources of Plan of Action of Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

21.2. These resources will come from the following funds:



- 21.2.1.** ND 33.90.33 (expenses with personnel transportation) from the Budget that sustains the activities of BACW;
- 21.2.2.** ND 33.90.33 (expenses with personnel transportation) from the Budget that sustains the activities of the Brazilian Defense and Air Attaché's Office in USA/Canada; and
- 21.2.3.** ND 33.90.33 (expenses with personnel transportation) from SDEE, supporting Brazilian Air Force military and civilians, with their families, when returning from foreign missions in North, Central and South Americas. Description of the resources: item 339039 – Services, Action 2004, received by the BACW from the General Commando of Personnel (COMGEP).

22. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

- 22.1.** Failure to complete the Contract in whole or in part or any violation of the obligations listed in this Invitation to Bid and in the Contract shall subject the CONTRACTED PARTY, notwithstanding other civil liability, while ensuring due process, including the following penalties:
- a.** A warning for minor violations, which for these purposes mean those that do not result in significant losses to the object of the Contract;
 - b.** Compensatory fine of up to one percent (1%) of the total amount of the Contract;
 - c.** Suspension from participating in a bidding process and entering into an agreement with the Administration (BACW) for two (2) years;
 - d.** 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.
- 22.2.** The refusal of the CONTRACTED PARTY to sign the Contract within the deadline established by the Administration (BACW), after it is duly notified and called to do so, shall subject the CONTRACTED PARTY to the penalties established above in addition to compensating the CABW for any losses suffered.



22.3. 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).

22.4. 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.

22.5. Participation in this bidding process and submission of its proposal constitutes acceptance by the winning bidder (CONTRACTED PARTY) of the validity of these penalties.

23. APPEALS

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

23.1.1. Appeal to a higher authority within **two (2) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

23.1.1.1. Qualification of the bidder or lack thereof;

23.1.1.2. Judgment of the proposals;

23.1.1.3. Annulment or revocation of the bidding process;

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

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

23.1.1.6. Imposition of a warning, temporary suspension or fine.

23.2. 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**.

23.3. 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.

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

24. GENERAL PROVISIONS



24.1. Any doubts arising from the provisions of this Invitation to 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 deadline for delivery of the proposals.

24.1.1. 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.

24.2. The interested party shall carefully review the Invitation to 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.

24.3. 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.

24.4. Participation in this bidding process implies full acceptance of the terms and conditions established in this Invitation to Bid and its Annexes, as well as with the requirement to comply with the provisions herein.

24.5. Any changes or amendments to this Invitation to 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.

24.6. 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.

24.7. In any stage during the bidding process, the Bidding Commission or the Higher Authority 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.

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



24.9. The BACW reserves the right to terminate and revoke this Bid at its convenience, at any time, whether before or after the results are known, and at its sole discretion. Revocation of the Bid will not give rise to any kind of indemnity.

24.10. The terms established in this Invitation for Bid and its Annexes do not include the first day, but includes the last day. Deadlines shall fall on regular business days for the Administration (BACW).

24.11. 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.

24.12. 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.

24.13. In the event of discrepancies between the provisions of this Invitation to Bid and the other documents of the bidding process, the Invitation to Bid will prevail except that the Contract executed by the winning bidder and BACW shall govern their relationship going forward.

24.14. The invitation to 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.

24.15. 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 22nd St N.W.

Washington, D.C. 20008

Ph.: (202) 518 7305

Fax: (202) 483 4684

E-mail: chf.dlc.cabw@fab.mil.br

24.16. Issues that are not specified will be decided by the Bidding Commission based on the provisions of Law n^o 8,666/93 (Brazil), and the applicable legislation. Any disputes arising in connection with this bidding process shall be governed by the applicable laws, rules and regulations of the Federative Republic of Brazil, and, if further guidance is necessary, by basic principles of the laws of Brazil. The United States District Court of 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.

24.17. It is hereby agreed by the parties that the language of this Invitation to Bid, for the purpose of documentation, correspondence, and any other interests shall be **ENGLISH**.

Washington, D.C., **July 7th, 2021.**

Leandro F. Roman, Lt Col
BACW's President of the Bidding Commission

Reviewed by:

Thiago Dellazari Melo, Lt Col
Chief of BACW's Bidding and Contract Division