

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



INVITATION FOR BID No. 215591/CABW/2021

PAG No. 67102.215591/2021-83



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

**INVITATION FOR BID No. 215591/CABW/2021
PAG No. 67102.215591/2021-83**

Approved on: March 08, 2022.

Wilson Paulo Corrêa Marques 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, the BACW will carry out a bidding process on the basis of indirect execution, of the **LOWEST UNIT PRICE**, 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 the other requirements provided for in this Invitation for Bid and its Annexes. Furthermore, proposals submitted to the BACW will be interpreted, evaluated and judged according to the principles of the articles 3 and 123 of the Brazilian Law No. 8,666, of 06/21/1993, regarding legality, impartiality, morality, equality and transparency.

Date of Delivery and Opening of Envelopes:

03/16/2022

Time: **9:00 a.m.** (Eastern Standard Time)

Address:

1701 22nd St N.W.
Washington D.C. 20008

Phone: (202) 518-7348

Fax: (202) 483-4684

Email: chf.dlc.cabw@fab.mil.br



<u>Accreditation:</u>	<u>03/16/2022</u>
<u>Time:</u>	9:00 a.m. (Eastern Standard Time)

1. OBJECT

1.1. The object of this Invitation for Bid is the contracting of a company for **English language private tutoring classes for the military personnel, 2 (two) times a week, 60 minutes per class**, at the Main Office of the Brazilian Aeronautical Commission in Washington, located at 1701 22nd Street NW, Washington, DC (BACW) and at the Aeronautical and Defense Attaché of Brazil in the USA, located at 3006 Massachusetts Ave NW, Washington, D.C., online or at the school facility, **for the duration of 12 months**, with the possibility of contract renewals by additional 12 (twelve) months at a time, for up to a maximum overall duration of 60 (sixty) months. The bidding process is based on the selection of the **LOWEST UNIT PRICE**, in accordance with the terms, quantities, price limits and other applicable requirements established in the BASIC PROJECT No. 19/CABW/2021, attached hereto as Annex I, and the PRICE PROPOSAL MODEL attached hereto as Annex II.

1.1.1. The contracting value is estimated to be a maximum of **US\$ 73.769,28 (seventy three thousand, seven hundred and sixty-nine US dollars and twenty-eight cents)** for 12 months, in which shall be included all costs arising from the performance of the service, whether direct or indirect such as material costs, fees and/or taxes, social contributions, expenses, personnel insurance, worker's compensation, liability insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the Invitation for Bid. The amounts presented in this subsection above are estimates and do not indicate any future commitment on the part of the BACW and were obtained from estimated values.

1.2. The services that are the object of this basic project shall be performed in accordance with the **Basic Project No. 19/CABW/2021, Annex I**.

1.3. For all intents and purposes, this Invitation for Bid includes the following annexes:

ANNEX I – BASIC PROJECT No. 19/CABW/2021;

ANNEX II – PRICE PROPOSAL MODEL;



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 in your registration in 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 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; and

2.2.7. Companies that fit the description below, provided for in Article 9 of Law No. 8.666/93 (Brazil):

2.2.7.1. May not participate, directly or indirectly, in the bidding process or performance of works and services or in the supply of related goods:

I – the author of the basic or executive project, whether a company or an individual;

II – the company responsible or involved in the preparation of the basic or executive project. The project's author, person in charge or contractor may not be an executive, manager or shareholder; and

III – the BACW employees, whether being military officers or civilians.

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 photo 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 PROPOSAL

5.1. Each bidding participant shall present two envelopes, one containing qualification documents and the other the price proposal, they should include the following:

ENVELOPE No. 01 – QUALIFICATION DOCUMENTS
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
INVITATION FOR BID No. 215591/CABW/2021
[NAME OF THE COMPANY]

ENVELOPE No. 02 – PRICE PROPOSAL
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
INVITATION FOR BID No. 215591/CABW/2021
[NAME OF THE COMPANY]

5.1.1. The Envelopes may be forwarded by Postal Service or electronically through the e-mail chf.dlc.cabw@fab.mil.br, with return receipt requested in the case of Postal Service, and must be delivered at least one (1) hour prior to the opening of the public session at **9:00 a.m.** (Eastern Standard Time) of **03/16/2022**. Envelopes may also be presented in person to the Bidding Commission in the public session at **9:00 a.m.**



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

C/O BIDDING COMMISSION – BID No. 215591/CABW/2021
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008

SESSION ON **03/16/2022 at 9:00 a.m. (EST)**
[NAME OF THE COMPANY]

6. QUALIFICATIONS (ENVELOPE # 01)

6.1. The Bidders must submit the documentation listed in Sub-Item 6.2

6.2. Documentation related to Legal Qualification:

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

6.2.1.1. Even though Sole Proprietorship and Partnership are being considered for this Invitation for Bid. All business must provide Federal Tax Identification Number.

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 evidence of **Technical Qualification** by presenting document(s) evidencing the school's capacity to performance the services relative to the object of this INVITATION FOR BID.

6.3. The required documents shall be valid in cases where there are expiration dates.

6.4. When proof of any documentation is deemed necessary, original documents may be presented or the authenticated copies, notarized by competent authority.

6.5. 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. The proposal shall include:

7.2. The PRICE must include all the services demanded by the Basic Project which are the service of English language training classes for the military at the Main Office of the Brazilian Aeronautical Commission, located at 1701 22nd Street NW, Washington, DC (BACW) and at the Aeronautical and Defense Attaché of Brazil in the USA, located at 3006 Massachusetts Ave NW, Washington, D.C., online or at the school facility. Furthermore, to prepare lesson plans and exercises regards English language to the military at the Main Office of the BACW and at the Attaché office, twice a week, for **60 minutes**, as a private lesson, in accordance with item 1 of the Invitation for Bid.

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

7.2.1.1. The service quoted shall include all costs arising from the performance of the service, whether direct or indirect, not being limited to what it is described below: all inputs such as material costs, transportation, fees and/or taxes, social contributions, expenses, insurance, worker's compensation, liability insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of the CONTRACT.

7.2.1.2. If there are discrepancies between the written and number amounts, the written amount will prevail, and the BACW will undertake the necessary corrections.

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

7.2.2. The validity of the proposal shall not be less than ninety **(90) days** from the day of the Bidding Commission public session.

7.3. Under no circumstances shall the content of the submitted proposals be changed, neither with regard to price nor any other terms or conditions that imply any alteration to the original proposal. Exceptions are allowed only when these are formal changes intended to resolve errors or mistakes that have no substantive impact or alteration to the content of the bid or the aforementioned terms and conditions, and provided they will not cause any adverse impact to the other bidders.



- 7.4. Errors in filling out the proposal should not warrant 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.
- 7.5. The changes addressed under this sub item shall be submitted to the Commission for review, with the appropriate consent of all bidders.
- 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. The total service value is estimated to be a maximum of **US\$ 73.769,28**.

8. PROCEDURE FOR OPENING ENVELOPES

8.1. On the date, time and place indicated in this Invitation for Bid, in a public act, before the bidders, the Permanent Bidding Commission will receive **Envelopes No. 01** and **No. 02**, per Article 6, 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 of price proposal submitted.

8.3. Next, after the bidders are identified, the Bidding Commission will proceed to opening Envelopes No. 01 – Qualification Documents.

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

8.4. The qualification of the bidders will be verified, according to this Invitation for Bid.

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



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

8.5. 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.

8.6. 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 prequalification process, or at a different public act, specifically scheduled for this purpose, after the term of appeal has elapsed.

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

8.6.2. 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.

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

8.8. If all the participants are disqualified or all the proposals are unacceptable, the Permanent Bidding Commission may establish a term of three (3) business days for new documentation or proposals to be submitted.

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

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 price proposal will be the **LOWEST UNIT PRICE**.

10.2. It will be **DISQUALIFIED** any price proposal that:

10.2.1. Does not comply with Item 6 of this Bid Announcement;

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

10.2.3. Is not in compliance with any of the requirements of this Invitation for Bid and of the Basic Project;

10.2.4. Offers advantages that are not provided for in the Invitation for Bid, including through subsidized financing, without a due date, or with prices or advantages that are based on offers presented by the other bidders;

10.2.5. It presents prices that are unrealistic in the sense that its 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 **twenty-four (24) hours** to demonstrate the feasibility of the prices included in its proposal, 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.

10.4. Once the 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 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.

11. HOMOLOGATION AND ADJUDICATION

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

11.2. The adjudication will be done based on the **LOWEST UNIT PRICE**.

12. FINANCIAL GUARANTY

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

13. CONTRACT

13.1. After the bidding is approved, the CONTRACTED PARTY shall have **05 (five) business days**, from the date it is called, to sign the Contract, according to 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 for Bid and any other penalties or damages available under applicable law.

13.1.1. 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 Brazilian Federal Administration (BACW) in its sole discretion.

13.2. At the time of signing the contract, the WINNER BIDDER shall present the following:

13.2.1. Present evidence of Worker's Compensation Insurance for all their employees to cover any accident involving its staff, material, installations and equipment.

13.3. The Administration (BACW) shall have the option to contact the remaining participants if the winner 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.



13.4. By signing the Contract, the CONTRACTED PARTY declares its express agreement with the adequacy of the Basic Project.

13.5. 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.

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

14. CHANGES TO THE CONTRACT

14.1. 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 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. The set of increases and the set of decreases shall be calculated based on the original total estimated amount of the Contract.

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), if both parties agree, given the possibility of execution being less than the amount estimated by BACW, due to the needs of the CONTRACTING PARTY.

15. SUBCONTRACTING

15.1.1. Subcontracting is not permitted.

16. TERMS

16.1. Term of Validity

16.1.1. The validity of the Contract will start after being signed by BACW's Commanding Officer and shall be in effect for the period of 12 (twelve) months, and may be renewed for an additional 12 (twelve) month period until a maximum overall duration of 60 (sixty) months, upon the execution of a signed contract amendment by both parties.

16.2. Start of the service

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



16.3. Extending the Contract

16.3.1. Based on the Brazilian Federal Law No. 8666/1993, the BACW, with the agreement of the CONTRACTED PARTY, may be renewed by additional 12 (twelve) month increments until a maximum overall duration of 60 (sixty) months, if the conditions and prices remain advantageous.

16.3.2. 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, in accordance with this Invitation for Bid.

17.PRICE ADJUSTMENT

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

17.2. 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 the BID Object is proved to the satisfaction of the BACW's Commanding Officer.

17.3. 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 price adjustment by the CONTRACTED PARTY, if presented.

18.OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

18.1. The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the Basic Project and the Contract Draft, and other obligations provided for in this Invitation for Bid.

19.PAYMENT

19.1. The deadline for payment of an invoice shall be within **thirty (30) calendar days** from the date the term of receipt is issued by the Receipt Commission (COMREC).

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



19.2.1. ANNEX I, Basic Project

19.2.2. Payment shall only be made, after the appropriate official's "approval" of the Invoice provided by the CONTRACTED PARTY, in accordance with the Provisions of the Basic Project;

19.2.3. 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

19.2.4. 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.

19.3. 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.

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

19.5. 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.

20. MONITORING

20.1. The performance of the contracted services will be subject to follow up, and assessment by the Monitor of the CONTRACTING PARTY.

20.2. Following up 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 services.

20.3. The CONTRACTING PARTY reserves the right to reject, in whole or in part, the services contracted that are not provided in accordance with this Invitation for Bid, its Annexes, and the Contract.



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

20.5. Verification of adequacy in the provision of service shall be carried out based on the criteria provided for in the Basic Project.

21. RECEIPT OF THE OBJECT

21.1. The services that are the object of the Basic Project shall be received by RECEIVING COMMISSION;

21.2. It is the responsibility of the RECEIVING COMMISSION (COMREC) to:

- a) Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the Basic Project;
- b) Receive services 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
- d) 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.

22. TERMINATION OF THE CONTRACT

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

23. BUDGETARY APPROPRIATION



23.1. The expenses arising from this contract shall be paid with resources of the item 33.90.39 – SERVICES, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

24. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

24.1. Failure by the Winning Bidder to execute and/or complete the Contract in whole or in part or any violation of the obligations listed in the Invitation for Bid and in the Contract shall subject the Winning Bidder or CONTRACTED PARTY, notwithstanding other criminal and civil liability, while ensuring due process, to the following penalties:

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

24.1.2. 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;

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

24.1.4. 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.

24.2. The application of any penalties does not preclude the application of fines.

24.3. Companies and individuals shall also be subject to suspension from participating in a bidding process and entering into an agreement and the declaration of bad standing provided for in the previous sub item if, as a result of the Contract, they have:

24.3.1. Been criminally convicted for committing tax fraud;

24.3.2. Committed an illegal act for the purpose of circumventing the goals of the bidding process;

24.3.3. Demonstrated not to be in good standing to enter into an agreement with the Administration (BACW) for past offenses committed.



24.4. 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).

24.5. 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.

24.6. The fines due and/or losses caused to the CONTRACTING PARTY shall be deducted from the amounts due, and collected by CONTRACTING PARTY on behalf of the Federal Government (Brazil).

24.7. At the discretion of the CONTRACTING PARTY, the fines shall be collected within five (5) business days from the date notification from the appropriate authority is received.

24.8. The sanctions provided for herewith are self-standing and they may be applied separately or, in the case of fines, cumulatively, without prejudice of any other appropriate measures.

25. APPEALS

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

25.1.1. 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:

25.1.1.1. Qualification of the bidder or lack thereof;

25.1.1.2. Judgment of the proposals;

25.1.1.3. Annulment or revocation of the bidding process;

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

25.1.1.5. Termination of the Contract, unilaterally by the BACW for cases provided for in the Federal Law No. 8,666/93;

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

25.2. 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**.



25.3. 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.

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

26. GENERAL PROVISIONS

26.1. 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.

26.1.1. 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.

26.2. 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.

26.3. 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.

26.4. 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.

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

26.6. 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.



26.7. 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.

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

26.9. 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.

26.10. 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).

26.11. 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.

26.12. 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.

26.13. 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 signed by the Winning Bidder shall govern its relationship with the BACW.

26.14. The Invitation for Bid and its Annexes may be read and/or obtained at BACW at the address indicated below, during business days, from 07:15 a.m. to 03:15 p.m. (EST).

26.15. The records of this administrative proceeding will remain available to all interested parties at the agency located in the address below, during business days, from **07:15 a.m. to 03:15 p.m.** (EST), after previously scheduled time:

1701 22nd St N.W.
Washington, D.C. 20008
Ph.: (202) 518-7348
Fax: (202) 483-4684
e-mail: chf.dlc.cabw@fab.mil.br



26.16. Issues that are not specified will be decided by the Bidding Commission based on the provisions of the Brazilian Federal Law No. 8,666/93, and the applicable legislation.

26.17. 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**.

26.18. The jurisdiction of the Superior Court of Washington D.C. or the U.S. District Court in Washington, DC, is hereby selected, to the exclusion of any other, no matter how privileged, for the purpose of resolving any disputes arising from this Bid, pursuant to the provision of Article 123 of Law No. 8,666/93 (Brazil). This Invitation for Bid and the bidding process shall be construed and interpreted in accordance with the principles of the Brazilian Federal Law No. 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.

Washington, D.C., March 08, 2022.

Leandro Luiz da Silva Veloso, Lt Col
President of the BACW's Bidding Commission

Revised by:

Roberta Grazielly Costa Souza, Lt Col
Head of the BACW's Bidding and Contracts Division