



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

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**REVERSE AUCTION No. 240050-A/CABW/2024  
PAG No. 67102.240050/2024-36**

Approved on: *date in accordance with digital signature*

*electronically signed*  
JANO FERREIRA DOS SANTOS, Col.  
Head of BACW

It is made public that the Brazilian Federal Government – Ministry of Defense – Air Force Command, through the Brazilian Aeronautical Commission in Washington (BACW), headquartered at 1701 22nd St NW Washington, DC, Zip Code 20008, USA, will carry out a Bidding Process, in the REVERSE AUCTION modality, in-person, in the form of indirect execution, with delivery not in installments and judging criteria for the **LOWEST GLOBAL PRICE**, obeying the principles of isonomy, selection of the most advantageous proposal for the Administration, legality, impersonality, morality, publicity, efficiency, equality, public interest, planning, transparency, effectiveness, segregation of duties, motivation, administrative probity, binding to the convening instrument, objective judgment, legal certainty, reasonableness, competitiveness, proportionality, speed and economy, the requirements established in this Public Notice, and in accordance with Ordinance GM-MD No. 5,175 of 2021.

**Date of Session:** July 10<sup>th</sup>, 2024

**Time:** 10h00 a.m. (US-EST)

**Location:** 1701 22nd St NW, Washington, D.C., Zip Code 20008, USA

**Judging Criteria:** Lowest Global Price

## 1. THE OBJECT

1.1. Hiring a specialized company to SUPPLY A LANDING GEAR SET FOR THE AIRBUS A330-200 AIRCRAFT AS ESTABLISHED IN THE TERM OF REFERENCE 004/PAMAGL-TTEC/2024, CONTAINING:

1.1.1. **01 (ONE) EA PN: D23581100-20** - LANDING GEAR, RETRAC - LANDING GEAR CONDITION SERVICEABLE. CONDITIONS FOR LANDING GEAR ARE LISTED IN ITEM 3 OF THE TS 01/TENG/2024;

1.1.2. **01 (ONE) EA PN: 10-210101-006** - MAIN LANDING GEAR LH - LANDING GEAR CONDITION SERVICEABLE. CONDITIONS FOR LANDING GEAR ARE LISTED IN ITEM 3 OF THE TS 001/TENG/2024; AND



- 1.1.3. **01 (ONE) EA PN: 10-210201-006** - MAIN LANDING GEAR RH - LANDING GEAR CONDITION SERVICEABLE. CONDITIONS FOR LANDING GEAR ARE LISTED IN ITEM 3 OF THE TS 001/TENG/2024.

## 2. BUDGETARY RESOURCES

- 2.1. The expenses for this Bidding Process are programmed in the Union's budget for 2024, in the classification below:

Management/Unit: 120090

Source: 2048

Work Program: 6112

Item of Expenditure: 44.90.52

## 3. ACCREDITATION AND OPENING OF THE SESSION

- 3.1. Bidders wishing to participate during the Bidding Process must submit the following documents:
- 3.1.1. Corporate name of the company/consortium;
  - 3.1.2. Bidder's address;
  - 3.1.3. Name of its legal representative;
  - 3.1.4. Power of attorney of the legal representative, or document proving the representative's authority to participate/represent the Bidder in the Session (articles of incorporation, articles of association);
  - 3.1.5. Number of the legal representative's identification document (e.g. General Registry ID number, National Driver's License number, Passport number, or any other government-issued photo ID); and
  - 3.1.6. Legal representative's address.
- 3.2. Each accredited person may represent only one Bidder.
- 3.3. At this stage, the representative shall deliver:
- a) Separate, sealed envelopes containing the price proposal and the qualification documents, with following information on the outside and on the front, in prominent characters:

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BIDDER: [COMPANY NAME]  
**ENVELOPE No. 01 - PRICE PROPOSAL**

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BIDDER: [COMPANY NAME]  
**ENVELOPE No. 02 - QUALIFICATION DOCUMENTS**

- 3.4. Interested Bidders have the right to send the Price Proposal and Qualification Document envelopes by mail, with acknowledgement of receipt (AR) or other similar delivery services, provided that they are filed with the Brazilian Aeronautical Commission in Washington, with full identification of the Bidder and information pertinent to the Bidding procedure in question, and no later than the time set for the opening of the aforementioned public session.
- 3.5. The Price Proposal and Qualification Documents sent or made available electronically by the participating company, will be accepted via e-mail through [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br).



- 3.6. The entire procedure for sending and ensuring the accuracy of the information and content of the documents referred to in item 3.4 is the sole responsibility of the Bidder.

#### 4. PARTICIPATION

- 4.1. Interested parties whose line of business is compatible with the subject of this Bidding Process may participate in this Bidding Process.
- 4.2. The following may not participate in this Bidding Process:
  - 4.2.1. Companies or entities in the process of bankruptcy, under competition of creditors, dissolution proceedings, judicial recovery, extrajudicial recovery, merger, division, incorporation, or liquidation.
  - 4.2.2. Participants who have had their right to bid or contract with the BACW has been suspended, or who have been declared unfit to bid or contract with the Federative Republic of Brazil.
  - 4.2.3. Participants who are partners, directors or technical managers, employees of any body or entity linked to the Ministry of Defense/Aeronautical Command;
  - 4.2.4. Participants whose line of business does not specify an activity that is pertinent and compatible with the object of this bid; and
  - 4.2.5. Legal entity in which there is a director or partner with management power, family member of a holder of a commissioned position or position of trust who works in the area responsible for the demand or contract, or of a hierarchically superior authority within the contracting body.
    - 4.2.5.1. For the purposes of this item, a family member is considered to be a spouse, partner or relative in a direct or collateral line, by consanguinity or affinity, up to the third degree.
- 4.3. The use of any employee of the future CONTRACTED PARTY who is a family member of a public official holding a commissioned position or a position of trust in the contracting agency is also prohibited.

#### 5. PRESENTATION OF THE PROPOSAL AND QUALIFICATION DOCUMENTS

- 5.1. The price proposal, issued by computer, written in English, clearly, without amendments, erasures, additions, or interlineations, duly dated and signed, as well as initialed on all its pages by the Bidder or its representative, must contain:
  - 5.1.1. The characteristics of the object in a clear and precise manner, observing the specifications contained in the annexed Term of Reference.
  - 5.1.2. The Global Price according to the Price Proposal model, ANNEX II of this Public Notice.
  - 5.1.3. The Global Price must be expressed in US dollars, in accordance with the prices practiced on the market, considering the quantities established in the Term of Reference, ANNEX I to this Public Notice.
- 5.2. The submission of the bid implies full acceptance by the Bidder of the conditions established in this Public Notice and its Annexes.

#### 6. COMPLETING THE PROPOSAL

- 6.1. The submission of the Proposals implies the obligation to comply with the provisions contained therein, in accordance with the provisions of the Term of Reference, and the Bidder undertakes to perform the services in accordance with the Term of Reference, as well as to supply the necessary materials, equipment, tools and utensils, in quantities and qualities suitable for the perfect execution of the contract, and to replace them when necessary.
- 6.2. The prices offered, both in the initial proposal and in the Bidding phase, shall be the sole responsibility of the Bidder, who shall not be entitled to submit any alterations on the grounds of error, omission, or any other pretext.
- 6.3. The validity period of the price proposal shall not be less than **60 (sixty)** days from the date of submission.



- 6.4. All the specifications contained in the Bidding Process are binding on the CONTRACTED PARTY.
- 6.5. All operating costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the provision of services shall be included in the amounts proposed, calculated by filling in the Price Sheet model, as attached to this Public Notice.

## **7. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF BIDS**

- 7.1. The opening of this Bidding Process will take place in a public session, on the date, time and place indicated in this Public Notice.
- 7.2. The Contracting Officer will check the bids submitted and disqualify any that do not comply with the requirements established in this Public Notice.
- 7.3. The disqualification of a bid will always be substantiated and recorded in the minutes.
- 7.4. The Contracting Officer will classify the accepted bids, and only these will take part in the Bidding phase.
- 7.5. Once the competitive stage has begun, the Bidders must submit their bids to the Contracting Officer in order, and they will be duly registered.
  - 7.5.1. The bid must be offered for the total value of the group.
- 7.6. Bidders may offer successive bids, observing the time set for opening the session and the rules established in the Public Notice.
- 7.7. The Bidder may only offer a bid lower than the last bid offered and recorded by the Contracting Officer and his support team.
- 7.8. The judging criterion adopted will be the LOWEST GLOBAL PRICE, as defined in this Public Notice and its Annexes.
- 7.9. If the Bidder does not submit a bid, it will compete with the value of its original bid.
- 7.10. The Contracting Officer will individually invite the classified Bidders, sequentially, to submit verbal bids, starting with the highest price, in descending order of value.
- 7.11. Failure to submit a verbal bid when summoned by the Contracting Officer, will result in the Bidder being excluded from the bidding stage and the last price submitted by the Bidder being retained for the purpose of ordering the proposals.
- 7.12. In the event of a tie between two or more bids, the following tie breaking criteria will be used, in that order:
  - 7.12.1. Final dispute, in which case the tied Bidders may submit a new proposal as a continuous act to the classification; and
  - 7.12.2. Public draw, on a date and time set by the Administration, to which all Bidders will be summoned.
- 7.13. If there are no accredited companies or if no representatives appear for the Bidding phase, the Contracting Officer will proceed with the Bidding Process by ordering the bids received in ascending order from the lowest to the highest value.
- 7.14. After the final proposal of lower price, the Contracting Officer may negotiate with the Bidder in order to obtain a better price, observing the judgment criteria, and it will not be permitted to negotiate conditions other than those provided for in this Public Notice.

## **8. ACCEPTANCE OF THE WINNING PROPOSAL**

- 8.1. After the negotiation stage has ended, the Contracting Officer will examine the proposal classified first as to its suitability for the object and the compatibility of the price in relation to the maximum stipulated for contracting in this Public Notice and its annexes.
- 8.2. If there is only one offer, and provided that it complies with all the conditions of the Public Notice and that its price is compatible with the estimated value of the contract, it can be accepted.



- 8.3. If the lowest bid is not acceptable, or is disqualified, the Contracting Officer will examine the next lowest bid, and so on, in the order of classification, until a bid that complies with the Public Notice requirements.
- 8.4. In this situation, the Contracting Officer may negotiate with the Bidder to obtain a better price.
- 8.5. In the judgment of the Proposals, the Contracting Officer may fix errors or failures that do not change its substance, by reasoned order, recorded in Meeting Minutes and accessible to all, attributing to them validity and effectiveness for classification purposes.
- 8.6. If the lowest Bidder's bid is acceptable, it must prove its qualification status, as specified in this Public Notice.
- 8.7. The winning bid will be disqualified if:
  - 8.7.1. contains unsustainable defects;
  - 8.7.2. does not comply with the technical specifications contained in the Term of Reference;
  - 8.7.3. present unfeasible prices or remain above the maximum price set for the contract;
  - 8.7.4. their feasibility has not been demonstrated, when required by the Administration; and
  - 8.7.5. it does not comply with any other requirements of this Public Notice or its annexes, provided that it is unsustainable.
- 8.8. If there are indications that the price proposal is unfeasible, or if further clarification is required, due diligence may be carried out so that the company can prove that the proposal is feasible. The Contracting Officer may request the Bidder to submit a new price proposal with the final amount offered.
- 8.9. After analyzing the acceptance of the price proposal, the Contracting Officer will verify the Bidder's qualification, in accordance with the provisions of this Public Notice.

## 9. QUALIFICATIONS

- 9.1. As a precondition for examining the Bidder's qualification documents, the Contracting Officer will verify any non-compliance with the conditions for participation, especially as regards the existence of a sanction that prevents participation in the event or future contracting.
  - 9.1.1. If the existence of a sanction is established, the Contracting Officer will deem the Bidder to be ineligible due to a lack of participation conditions.
- 9.2. If the Bidder is the parent company, all documents must be in the name of the parent company, and if the Bidder is a subsidiary, all documents must be in the name of the subsidiary, except for certificates of technical capacity, and in the case of those documents which, by their very nature, are demonstrably issued only in the name of the parent company.
- 9.3. The company's corporate name can be consulted on the website [www.opencorporates.com](http://www.opencorporates.com), in order to identify any data in common with other business entities that are taking part in the same bid, since this situation can characterize links that are detrimental to competitiveness in the Bidding Process.
  - 9.3.1. If situations are detected that could affect competitiveness, qualification will not be carried out, and the business entity will be guaranteed the right to an adversarial hearing and a full defense.
- 9.4. If the conditions for participation are met, Bidders' eligibility will be verified by submitting the following documents in envelope 02:

### 9.4.1. Legal Qualification:

- a) Document indicating the company's Federal Tax Identification Number (e.g.: National Register of Legal Entities - CNPJ, Federal Identification Number - FEIN, and/or Tax Identification Number - TIN, or other equivalents);
- b) Present the Company's Basic Business License to operate in the relevant jurisdiction and in the relevant field, issued by a United States Government Agency or equivalent country;
- c) Present a valid Company Liability Certificate (proof of insurance); and



- d) Copy of the Certificate of Incorporation or similar document, in the name of the Bidder.

#### **9.4.2. Economic and Financial Qualification:**

- a) The BACW will consult the Dun&Bradstreet website, and companies with a risk indicator no higher than "Moderate-High" will be considered qualified. This risk indicator has a direct correlation with the Failure Score and will be used to assess the company's financial capacity; and
- b) If it is not possible to verify the status, the Bidder will be asked for a DECLARATION from its Chief Financial Officer (CFO) or equivalent company representative stating that the BIDDER has adequate financial resources to perform the services.

#### **9.4.3. Technical Qualification:**

- a) In accordance with the requirements contained in Item 8.3 of the Term of Reference.

- 9.5. For Brazilian companies, the documents listed in the previous sub-items may be replaced by the SICAF (*Sistema de Cadastramento Unificado de Fornecedores*), with valid dates, where applicable, or documents equivalent to those requested in articles 62 to 70 of Law No. 14,133/2021.

9.5.1. If the foreign company has a SICAF registration, the system can be consulted for legal qualification purposes.

9.5.2. If the Brazilian company is not registered with SICAF, it must submit all the documentation required to prove its legal, economic, and financial qualifications and tax and labor compliance required for full registration with SICAF.

9.5.3. The SICAF will be used for the purposes of analyzing the other qualifications provided for in this Public Notice, where applicable, without prejudice to the additional statements required herein.

- 9.6. If there is a need to analyze the required documents in detail, the Contracting Officer will suspend the session, informing a new date and time for its continuation.

- 9.7. Bidders who fail to prove their qualification, either by not presenting any of the documents required for this purpose, or by presenting them in disagreement with the provisions of this Public Notice, will be disqualified.

- 9.8. Once the qualification requirements set out in the Public Notice have been met, the Bidder will be declared the winner and awarded the contract.

### **10. FORWARDING THE WINNING PROPOSAL**

- 10.1. The final bid of the winning Bidder must be submitted within a maximum of 48 (forty- eight) hours from the request of the Contracting Officer, adjusted to the final value of the lowest winning bid submitted during the public session.

10.1.1. The final proposal must be written in English, typed, in one copy, without any amendments, erasures, interlineations or reservations, and the last page must be signed and the others initialed by the Bidder or their legal representative.

- 10.2. The final proposal must be documented in the files and will be taken into consideration during the execution of the contract and the application of any sanctions to the CONTRACTED PARTY, if applicable.

- 10.3. All the specifications contained in the Bidding Process are binding on the CONTRACTED PARTY.

- 10.4. Prices must be expressed in dollars, the unit value in Arabic numerals and the total value in numerals and in words.

10.4.1. In the event of a discrepancy between the unit prices and the overall price, shall prevail; in the event of a discrepancy between the numerical values and the values expressed in full, the latter shall prevail.

- 10.5. The offer must be firm and precise, strictly limited to the object of this Public Notice, without containing price alternatives or any other condition that could lead the judgment to more than one result, under penalty of disqualification.



## 11. RESOURCES

- 11.1. Once the winner has been declared, any Bidder may, during the time allowed in the public session, immediately express its intention to appeal.
- 11.2. Reasons for appeal must be submitted within **3 (three) business days**.
- 11.3. The deadline for submitting a counter-appeal will be the same as for the appeal and will begin on the date of personal notification or disclosure of the appeal.
- 11.4. The following provisions shall be observed with regard to appeals submitted as a result of the judgment of the bids and the act of qualification or disqualification of a Bidder:
  - 11.4.1. The intention to appeal must be expressed immediately, under penalty of impediment, and the deadline for submitting the reasons for appeal shall begin on the date of notification or the drafting of the minutes of qualification or disqualification or, in the event of adoption of the reversal of phases provided for in § 2 of article 80 of Ordinance GM-MD No. 5,175, of December 15, 2021, of the minutes of judgment; and
  - 11.4.2. The assessment will take place in a single phase.
- 11.5. Acceptance of the appeal will only invalidate the act that cannot be taken advantage of.

## 12. PUBLIC SESSION REOPENING

- 12.1. The public session may be reopened:
  - 12.1.1. In the event of an appeal being upheld which leads to the annulment of acts prior to the preceding public session or in which the public session itself is annulled, in which case the annulled acts and those that depend on them will be repeated.
  - 12.1.2. If there is an error in the acceptance of the best price or if the successful Bidder does not sign the contract, the procedures immediately following the closing of the Bidding stage will be adopted.
- 12.2. All remaining Bidders must be summoned to attend the reopened session.
- 12.3. The summons will be sent by e-mail according to the stage of the bidding procedure.
- 12.4. The summons made by e-mail will be in accordance with the data contained in the *SILOMS EXTERIOR* accreditation or registration, and it is the Bidder's responsibility to keep their registration data up to date.

## 13. AWARD AND HOMOLOGATION

- 13.1. The bid will be awarded to the successful bidder if no appeal is filed, or after the appeals have been duly decided.
- 13.2. After the appeal phase, once the acts carried out have been verified to be in order, the competent authority will award the contract and approve the bidding procedure.

## 14. GUARANTEE OF CONTRACTUAL PERFORMANCE

- 14.1. A financial guarantee will be required from the CONTRACTED PARTY, in the amount of 5% (five percent) of the total value of the contract, within ten (10) business days of signing the CONTRACT, according to the conditions described in the clauses of the contract.
- 14.2. The contract provides greater detail on the rules that will apply in relation to the contract guarantee.

## 15. CONTRACT TERM OR EQUIVALENT INSTRUMENT

- 15.1. Once the bid has been approved and the contract has been awarded, a Contract will be signed.
- 15.2. The CONTRACTED PARTY shall have a period of **10 (ten) business days** from the date of its summons to sign the Contract, in accordance with the Purchase Order, under penalty of forfeiting the right to contract, without prejudice to the sanctions provided for in this Public Notice.



- 15.2.1. As an alternative to being summoned to appear before the body or entity to sign the Contract, the Administration may send it for signature by mail with acknowledgement of receipt (AR), by providing access to the electronic process system for this purpose or by other electronic means, so that it can be signed and returned within a maximum of **10 (ten) business days** from the date of receipt or from the date of providing access to the electronic process system.
- 15.2.2. The period provided for in the previous sub-item may be extended for an equal period at the justified request of the successful Bidder and accepted by the Administration.
- 15.3. Acceptance of the Contract Term, issued to the company awarded the contract, implies recognition that:
  - 15.3.1. The CONTRACTED PARTY is bound by its bid and the provisions contained in the Public Notice and its Annexes;
  - 15.3.2. Total or partial non-performance of the contract gives rise to its termination, with the contractual consequences and those provided for by law or regulation.

## 16. DURATION

### 16.1. Term of Validity

- 16.1.1. The term of the CONTRACT shall be **240 (two hundred and forty)** days from the date of signature, including the period of execution, the period of receipt and the time established for final payment.

### 16.2. Term of Execution

- 16.2.1. The term of execution of the CONTRACT shall be **60 (sixty)** calendar days from the date of signature of the contract.

### 16.3. Term of Receipt

- 16.3.1. As established in the Term of Reference.
- 16.3.2. Final acceptance does not exclude civil liability for the reliability and safety of the service, nor ethical/professional liability for the perfect execution of the contract.

### 16.4. Payment Processing time

- 16.4.1. Payments will be made by CABW to the CONTRACTED PARTY within a maximum of 30 (thirty) calendar days, counted from the signing of the Definitive Receipt Term for the landing gear set and its containers by the Galeão Aeronautical Material Park.

## 17. PRICE READJUSTMENT IN A GENERAL SENSE

- 17.1. The prices initially contracted are fixed and cannot be adjusted, and the conditions for adjustment are set out in the Term of Contract.

## 18. RECEIPT OF THE CONTRACTUAL OBJECT AND SUPERVISION

- 18.1. The MONITOR must be an employee of the Administration, specifically appointed by the Administration, in accordance with the precepts established by the Ordinance GM-MD No 5,175/21, by ICA No. 65-8/2024, ICA No. 12-23/2023 and the Electronic Manual for the Supervision of Administrative Contracts (Annex K of RADA-e), in order to monitor and inspect compliance with the contract to be executed.
- 18.2. Supervision of the execution of the contract consists of verifying the conformity of the services and the availability of resources, ensuring the perfect application of the adjustments, to be carried out by the MONITOR.
- 18.3. The CONTRACTING PARTY's representative must have the necessary experience to monitor and supervise the performance of the Contract.
- 18.4. Proper verification of contractual compliance must be carried out based on the criteria established in the Term of Reference and in accordance with the contractual terms.





- 18.5. Contract performance must be monitored and inspected, including monitoring compliance with the obligations arising from the contract.
- 18.6. The inspectorate must record in its records all events related to the execution of the contract, taking the necessary measures to ensure full compliance with the contractual clauses. Measures that exceed its remit must be notified to the competent authority in good time.
- 18.7. The CONTRACTING PARTY's monitoring and supervision of contractual performance does not eliminate the CONTRACTED PARTY's liability, including to third parties, for any irregularities, even if they arise from technical imperfections, faults, or improper use of the equipment. In the event of such incidents, they do not imply shared responsibility on the part of the CONTRACTING PARTY, its representatives, or employees.
- 18.8. The services may be rejected, in whole or in part, when they do not comply with the specifications set out in the Term of Reference and in the proposal, and must be corrected/repared/replaced within the time limit set by the contract supervisor, at the expense of the CONTRACTED PARTY, without prejudice to the application of penalties.
- 18.9. The services that are the subject of the contract must be received by COMREC in accordance with the specifications set out in the Term of Reference.
- 18.10. It is the responsibility of the RECEIPT COMMISSION (COMREC):
  - 18.10.1. Ensure that the CONTRACTED PARTY follows the description of all the services that are the subject of the Term of Reference.
  - 18.10.2. Receive or reject the services in accordance with the specifications described in the Term of Reference.
  - 18.10.3. All proposals, questions, discrepancies, and difficulties encountered during the execution of the contract or that require evaluation must be submitted to the supervisory body.
- 18.11. The goods must be delivered to any of the addresses listed in the link: [https://www2.fab.mil.br/cabw/images/PDF/Shipping\\_Information.pdf](https://www2.fab.mil.br/cabw/images/PDF/Shipping_Information.pdf).

## **19. CONTRACTING PARTY AND THE CONTRACTED PARTY OBLIGATIONS**

- 19.1. The obligations of the CONTRACTING PARTY and the CONTRACTED PARTY are those established in Items 9 and 10 of the Term of Contract.

## **20. PAYMENT**

- 20.1. An Invoice will be issued by the CONTRACTED PARTY in accordance with the following procedures:
  - 20.1.1. Payment will only be made when the invoice provided by the contracted party has been "approved" by a competent official or committee.
  - 20.1.2. The "approval" of the Invoice is subject to verification that the Invoice submitted by the CONTRACTED PARTY complies with the services actually performed.
- 20.2. In the event of an error in the presentation of any required documents that prevents payment, payment will remain pending until the CONTRACTED PARTY takes steps to remedy the situation. In this case, the payment deadline will come into effect once the situation has been remedied, at no cost to the CONTRACTING PARTY.
- 20.3. Payment shall be made by means of a bank credit order, deposit in a current account, at the agency or bank branch indicated by the CONTRACTED PARTY, or by any other means provided for in the legislation in force.
- 20.4. The payment date shall be deemed to be the date on which the bank payment order is actually made.

## **21. ADMINISTRATIVE SANCTIONS**

- 21.1. A bidder commits an administrative infraction, under the terms of the law, if he intentionally or culpably:



- 21.1.1. fails to deliver the documentation required for the Bidding Process or fails to deliver any document requested by the Contracting Officer during the bid;
  - 21.1.2. except in the case of a duly justified supervening event, does not maintain the bid in particular when:
    - 21.1.2.1. fails to submit a bid that matches the last bid offered or after negotiation;
    - 21.1.2.2. refuses to send the details of the proposal when required; or
    - 21.1.2.3. ask to be disqualified when the competitive stage is over.
  - 21.1.3. fails to sign the contract or deliver the documentation required for the contract, when called upon within the period of validity of its bid;
    - 21.1.3.1. refuses, without justification, to sign the contract, or to accept or withdraw the equivalent instrument within the period established by the Administration.
  - 21.1.4. submitting a false declaration or documentation required for the Bidding Process or making a false declaration during the Bidding Process;
  - 21.1.5. defraud the Bidding Process;
  - 21.1.6. behaves inappropriately or commits fraud of any kind, in particular when:
    - 21.1.6.1. acting in collusion or in breach of the law; or
    - 21.1.6.2. deliberately misleading in judgment;
  - 21.1.7. committing unlawful acts with a view to frustrating the objectives of the Bidding Process;
  - 21.1.8. committing a harmful act as provided for in Article 5 of Law No. 12,846 of 2013, to wit:
    - I - Promising, offering or giving, directly or indirectly, an undue advantage to a public official or a third party related to them;
    - II - Proven to finance, fund, sponsor or in any way subsidize the practice of the illegal acts provided for in this Law;
    - III- Proven use of an individual or legal entity to hide or conceal their real interests or the identity of the beneficiaries of the acts carried out;
    - IV - With regard to bid and contracts:
      - a) to frustrate or defraud, by means of an arrangement, combination or any other expedient, the competitive nature of a public bidding procedure;
      - b) prevent, disturb, or defraud the performance of any act of a public Bidding procedure;
      - c) remove or seek to remove a Bidder by means of fraud or by offering an advantage of any kind;
      - d) defrauding public Bidding Process or contracts arising from them;
      - e) fraudulently or irregularly creating a legal entity in order to participate in public Bidding Process or enter into administrative contracts;
      - f) obtaining an undue advantage or benefit, fraudulently, from modifications or extensions of contracts entered into with the public administration, without authorization by law, in the public bid invitation or in the respective contractual instruments; or
      - g) manipulating or defrauding the economic and financial balance of contracts entered into with the public administration;
    - V - Hinder the investigation or inspection activities of public bodies, entities, or agents, or intervene in their activities, including within the scope of regulatory agencies and national financial system inspection bodies.
- 21.2. Pursuant to Ordinance GM-MD No. 5,175/21, the Administration may, with prior defense guaranteed, apply the following sanctions to Bidders and/or successful Bidders, without prejudice to civil and criminal liability:
- 21.2.1. warning;



- 21.2.2. fine;
  - 21.2.3. impediment to bidding and contracting; and
  - 21.2.4. declaration of ineligibility to bid or contract, for as long as the reasons determining the punishment persist or until its rehabilitation is promoted before the authority that applied the penalty.
- 21.3. The application of sanctions will consider:
- 21.3.1. the nature and seriousness of the offense committed;
  - 21.3.2. the peculiarities of the specific case;
  - 21.3.3. aggravating or mitigating circumstances;
  - 21.3.4. the damage caused to the Public Administration; and
  - 21.3.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the control bodies.
- 21.4. The fine will be between 0.5% and 15% of the value of the awarded contract, paid within a maximum of 5 (five) business days from the official communication.
- 21.4.1. For infractions under items 21.1.1, 21.1.2 and 21.1.3, the fine will be 0.5% of the value of the awarded contract.
  - 21.4.2. For infractions under items 21.1.4, 21.1.5, 21.1.6, 21.1.7 and 21.1.8, the fine will be 15% of the value of the awarded contract.
- 21.5. The sanctions of warning, impediment to bidding and contracting and declaration of ineligibility to bid or contract may be applied, cumulatively or not, to the penalty of a fine.
- 21.6. If a fine is imposed, the interested party may defend himself within 15 (fifteen) business days from the date of notification.
- 21.7. The sanction of impediment to bidding and contracting will be applied to the person responsible as a result of the administrative infractions listed in items 21.1.1, 21.1.2 and 21.1.3, when the imposition of a more serious penalty is not justified, and will prevent the person responsible from bidding and contracting within the direct and indirect Public Administration of the federative entity to which the body or entity belongs, for a maximum period of 3 (three) years.
- 21.8. The person responsible may be sanctioned with a declaration of ineligibility to bid or contract, as a result of committing the infractions set out in items 21.1.4, 21.1.5, 21.1.6, 21.1.7 and 21.1.8, as well as the administrative infractions set out in items 21.1.1, 21.1.2 and 21.1.3 that justify the imposition of a more serious penalty than the sanction of impediment to bidding and contracting, the duration of which shall be a minimum of 3 (three) years and a maximum of 6 (six) years.
- 21.9. The unjustified refusal of the successful bidder to sign the contract, or to accept or withdraw the equivalent instrument within the period established by the Administration, described in item 21.1.3, will characterize total non-compliance with the obligation assumed and will subject it to penalties.
- 21.10. The determination of liability related to the sanctions of impediment to bidding and contracting and declaration of unfitness to bid or contract will require the initiation of an accountability process to be conducted by a commission composed of two (2) or more stable civil employees, who will evaluate known facts and circumstances and summon the Bidder or successful Bidder to present a written defense within fifteen (15) business days of the date of their summons and specify the evidence they intend to produce.
- 21.11. Appeals may be filed within 15 (fifteen) business days of the sanctions of warning, fine and impediment to bidding and contracting, counting from the date of notification, which shall be addressed to the authority that issued the decision appealed against, which, if it does not reconsider it within 5 (five) business days, shall forward the appeal with its reasons to the higher authority, which shall issue its decision within a maximum of 20 (twenty) business days, counting from receipt of the case file.
- 21.12. A request for reconsideration of the application of the sanction of declaration of ineligibility to bid or contract may be submitted within 15 (fifteen) business days, counting from the date of the summons, and decided within a maximum of 20 (twenty) business days, counting from its receipt.



- 21.13. Appeals and requests for reconsideration will have suspensive effect on the act or decision appealed against until a final decision is taken by the competent authority.
- 21.14. The application of the sanctions provided for in this Public Notice does not, under any circumstances, exclude the obligation to make full reparation for the damage caused.

## **22. OPPOSITION TO THE PUBLIC NOTICE AND REQUEST FOR CLARIFICATION**

- 22.1. Up to 3 (three) business days before the date set for the opening of the public session, any person may challenge this Public Notice.
- 22.2. The objection may be submitted electronically, by e-mail to [chf.dlc.cabw@fab.mil.br](mailto:chf.dlc.cabw@fab.mil.br), or by petition addressed to or filed at 1701 22nd St NW, Washington, D.C., USA, Zip Code: 20008.
- 22.3. It will be up to the Contracting Officer, assisted by those responsible for drafting this Public Notice and its Annexes, to decide on the challenge within two (2) business days from the date of receipt of the challenge.
- 22.4. If the challenge is upheld, a new date for the competition will be set and published.
- 22.5. Requests for clarification regarding this Bidding Process must be sent to the Contracting Officer no later than 3 (three) business days prior to the date set for the opening of the public session, exclusively by electronic means via the Internet, at the address indicated in the Public Notice.
- 22.6. The Contracting Officer will respond to requests for clarification within two (2) business days from the date of receipt of the request, and may request formal assistance from those responsible for drafting the Public Notice and annexes.
- 22.7. Challenges and requests for clarification do not suspend the deadlines set for the Bidding Process.
  - 22.7.1. Granting suspensive effect to a challenge is an exceptional measure and must be justified by the Contracting Officer in the Bidding Process.
- 22.8. Replies to requests for clarification will be sent by e-mail and will be binding on the participants and the Administration.

## **23. GENERAL PROVISIONS**

- 23.1. Minutes of the public session will be made available to participants.
- 23.2. If there are no working hours or if any supervening event occurs that prevents the event from taking place on the scheduled date, the session will be automatically transferred to the first subsequent working day, at the same time as previously established, provided there is no communication to the contrary by the Contracting Officer.
- 23.3. All time references in the Public Notice, in the notice and during the public session will observe US Eastern Standard Time.
- 23.4. When judging proposals and qualification, the Contracting Officer may correct errors or faults that do not alter the substance of the proposals, documents, or their legal validity, by means of a reasoned order, recorded in the minutes and accessible to all, giving them validity and effectiveness for the purposes of qualification and classification.
- 23.5. Approval of the result of this tender will not imply the right to contract.
- 23.6. The rules governing the Bidding Process will always be interpreted in favor of broadening the competition between interested parties, as long as they do not compromise the interests of the Administration, the principle of isonomy, the purpose and security of the contract.
- 23.7. Bidders assume all the costs of preparing and submitting their bids and the Administration will in no case be liable for these costs, regardless of the conduct or outcome of the Bidding Process.
- 23.8. When calculating the deadlines set out in this Public Notice and its Annexes, the day on which they begin shall be excluded and the day on which they expire shall be included. Deadlines only start and expire on business day at the Administration.
- 23.9. Failure to comply with non-essential formal requirements will not result in the removal of the Bidder, provided that it is possible to take advantage of the act, observing the principles of isonomy and the public interest.



- 23.10. In the event of any discrepancy between the provisions of this Public Notice and its Annexes or other documents that make up the process, those of this Public Notice shall prevail.
- 23.11. The Public Notice is available at <https://www2.fab.mil.br/cabw/index.php/en/sealed-bids-cabw>, and may also be read and/or obtained at 1701 22nd St NW, Washington, D.C., Zip Code 20008, USA, on business days, from 7:15 a.m. to 3:15 p.m. (EST-US), the same address and period during which the administrative file will remain open to interested parties.
- 23.12. For all intents and purposes, the following annexes are part of this Public Notice:
- ANNEX I - Term of Reference;
  - ANNEX II - Price Proposal Model;
  - ANNEX III - Contract Draft; and
  - ANNEX IV - Technical Preliminary Study.

**Prepared by:**

*digitally signed*  
Lt. Col. RONALD WILLIAM TURQUE DE ARAUJO  
Contracting Officer

**Reviewed by:**

*digitally signed*  
Lt. Col. MICHELE DE SOUZA SIQUEIRA  
Head of Fiscal Division, BACW

**Approved by:**

*digitally signed*  
Col. JANO FERREIRA DOS SANTOS  
Head of BACW



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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Este documento foi assinado e conferido eletronicamente com fundamento no artigo 6º, do Decreto nº 8.539 de 08/10/2015 da Presidência da República pelos assinantes abaixo:

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 25/06/2024 às 22:02:50 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 25/06/2024 às 22:18:20 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int RONALD WILLIAM TURQUE DE ARAUJO no dia 26/06/2024 às 07:45:10 no horário oficial de Brasília.