



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

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NOTICE OF REVERSE AUCTION No. 240582/BACW/2024
PAG N° 67102.240582/2024-73

Approved on: October xx, 2024.

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), with its main offices located at 1701 22nd St. N.W., Washington, DC, USA, Zip Code 20008, will carry out a Bidding Process, in the REVERSE BIDDING PROCESS modality, in-person form, in the form of indirect execution, under the CONTRACT PER UNIT PRICE regime and judgment criterion for **HIGHEST DISCOUNT**, 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 inviting 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: December 12th, 2024

Time: 09:00 a.m. (US-EST)

Location: 1701 22nd St. N.W., Washington, D.C., USA, Postal Code: 20008

Judging criteria: Highest Discount per item

1. THE OBJECT

1.1. The purpose of this bidding process is to select the most advantageous proposal for the supply of aviation kerosene fuel, on demand, to supply aircraft and equipment of the Aeronautical Command on missions outside Brazilian territory, in accordance with the conditions, quantities and requirements set out in this Public Notice and its annexes.

1.2. The judging criterion adopted will be the HIGHEST DISCOUNT PER ITEM, observing the requirements contained in this Public Notice and its Annexes regarding the specifications of the object.

2. BUDGET RESOURCES



2.1. The expenses for this bidding process are programmed in the Union's budget for 2024, in the classification below:

Management/Unit: 120071/120090

Source: 1050000140

Work Program: 229179

Item of Expenditure: 33.90.30

PI: FFUE20CAV01

3. ACCREDITATION AND OPENING OF THE SESSION

3.1. Bidders wishing to comment during the bidding process must submit the following documents:

3.1.1. Company/consortium name;

3.1.2. Bidder's full address;

3.1.3. Full name of your legal representative;

3.1.4. Power of attorney for the legal representative;

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. Address of legal representative.

3.2. Each accredited person may only represent one bidder.

3.3. At this stage, the representative must deliver:

a) Separate, sealed envelopes containing the following information on the outside and on the front, in prominent characters:

REVERSE BIDDING PROCESS No. **240582/BACW/2024**
PAG N° **67102.240582/2024-73**

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

REVERSE BIDDING PROCESS No. **240582/BACW/2024**
PAG N° **67102.240582/2024-73**

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 data pertinent to the bidding procedure in question, and not later than the time set for the opening of the aforementioned public session.

3.5. The Price Proposal and the Qualification Documents sent or made available electronically by the participating company will be accepted through the bidings.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 IN THE REVERSE BIDDING PROCESS

- 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 take part in this bidding process:
- 4.2.1. In bankruptcy, under a creditors' contest, in the process of dissolution, judicial reorganization, extrajudicial reorganization, merger, spin-off, incorporation or liquidation;
 - 4.2.2. Participants whose 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/Air Force Command;
 - 4.2.4. Participants whose line of business does not specify an activity that is pertinent and compatible with the object of this bidding process; 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. It is also forbidden to use any employee of the future CONTRACTED PARTY who is a family member of a public official occupying a commissioned position or a position of trust in this contracting body when carrying out the contracted services.

5. SUBMISSION OF THE BID AND THE 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 sheets 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 attached Term of Reference.
 - 5.1.2. Company name, bidding process number, date and time of bidding process, address, telephone number and contact e-mail address.
 - 5.1.3. Quantity and value.
 - 5.1.4. The discount offered must be in natural numbers with up to two decimal places (e.g. 0.55, 0.88 and -0.95), the value in US\$/GAL (US dollar per gallon) and the total value per item in US\$ (US dollar) in accordance with the Price Proposal model, Annex II of this Bidding process Notice.
 - 5.1.5. The discount may not exceed 1.99. Discounts can have a negative value.
 - 5.1.6. The unit and total prices per item must be expressed in US dollars, in accordance with the prices practiced on the market, considering the quantities listed in the TERM OF REFERENCE, Annex I to this Bidding process Notice.
- 5.2. The submission of the bid implies full acceptance by the bidder of the conditions set out in this Public Notice and its Annexes.
- 5.3. The final value per gallon will be obtained using the following equation:
- Value US\$/GAL (VG)
- TP - Value set for the PLATTS Table code
- D - Discount to be offered by the Company
- $$VG = TP + TP(1 - D)$$
- VG = TP(2 - D)**
- 5.4. The portion involving the PLATTS Table (TP) remunerates the bidder in relation to the cost of aviation kerosene (QAV) purchased from a refinery serving a given aerodrome. For the execution of the contract,



prices must be made up of the US\$/GAL value of the PLATTS code in force at the time the supply is made.

- 5.5. The TP(1-D) portion should be used to pay for variable, operating and fixed costs, taxes, airport fees, all other costs involved and the bidder's profit
- 5.6. Bidders must provide proof with their bids that the specifications of the aviation kerosene offered comply with ASTM D1655-24 (Standard Specification for Aviation Turbine Fuels) and MIL-DTL-83133E (Turbine Fuel, Aviation, Kerosene Type), or the most recent standards.
- 5.7. According to operational needs, it must be composed of corrosion inhibitors from Standards MIL-I-25017E and AFQRJOS Issue 35 (Aviation Fuel Quality Requirements for Jointly Operated Systems), and anti-icing from Standards Def Stan 68-252 (2022), MIL-A-85470B and MIL-DTL-85470B, or the most recent.
- 5.8. The bidder must submit certification with its bid, issued by a third party qualified to do so, in compliance with international standards JIG 1 (*Issue 13 - Aviation Fuel Quality Control & Operating Standards For Into Plane Felling Services*), and ATA Specification 103 Revision 2023.1 (*Standard for Jet Fuel Quality Control Airports*).

6. FILLING IN THE PROPOSAL

- 6.1. The presentation 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 execute the object in accordance with the provisions of 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 discounts 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 present 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. The amounts proposed shall include all operating costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the execution of the object, calculated by filling in the price proposal model, as attached to this Public Notice.

7. OPENING OF THE SESSION, CLASSIFICATION OF BIDS AND FORMULATION OF BIDS

- 7.1. This bidding process will be opened in a public session on the date, time and place indicated in this Notice.
- 7.2. The Commander Officer will check the bids submitted and disqualify any that do not comply with the requirements set out in this Public Notice.
- 7.3. The disqualification of a bid will always be substantiated and recorded in the minutes.
- 7.4. The Commander Officer will rank the qualified 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 Commander Officer in order, and they will be duly registered.
 - 7.5.1. The bid must be for a discount per item.
- 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 discount higher than the last discount offered and recorded by the Commander Officer and his support team.
- 7.8. The judging criterion adopted will be the HIGHEST DISCOUNT PER ITEM, 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 Commander Officer will invite the ranked bidders individually, in sequence, to submit verbal bids, starting with the lowest ranked bidder and the others, in ascending order of value.
- 7.11.** Failure to submit a verbal bid when called upon by the Commander Officer will result in the bidder being excluded from the bidding stage and the last discount submitted by the bidder being retained for the purposes of ranking the bids.
- 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 contest, in which case the tied bidders may submit a new bid as a continuation of the ranking; and
 - 7.12.2.** Public draw, on a date and time set by the Administration, to which all bidders will be invited.
- 7.13.** If there are no accredited companies or if no representatives show up for the bidding phase, the Commander Officer will conduct the bidding process by ordering the bids received in descending order from the highest discount to the lowest discount.
- 7.14.** Once the final proposal with the highest discount has been determined, the Commander Officer may negotiate with this bidder in order to obtain a better discount, observing the judgment criteria, and it will not be permitted to negotiate conditions other than those provided for in this Public Notice.

8. ACCEPTABILITY OF THE WINNING BID

- 8.1.** Once the negotiation stage has ended, the Commander Officer will examine the proposal ranked first as to its suitability for the object and the compatibility of the discount offered in relation to the minimum stipulated for contracting in this Public Notice and its annexes.
- 8.2.** If there is only one bid, and provided that it complies with all the conditions of the invitation to bidding process and that its price/discount is compatible with the estimated discount for the contract, it can be accepted.
- 8.3.** If the proposal with the highest discount is not acceptable, or is disqualified, the Commander Officer will examine the next proposal, and so on, in ranking order, until a proposal that complies with the Public Notice is found.
- 8.4.** In this situation, the Commander Officer may negotiate with the bidder to obtain a greater discount.
- 8.5.** When judging bids, the Commander Officer may correct errors or mistakes that do not alter their substance, by means of a reasoned order, recorded in the minutes and accessible to all, giving them validity and effectiveness for classification purposes.
- 8.6.** If the bid of the bidder with the highest discount is acceptable, it must prove its qualification status, in the manner specified in this Public Notice.
- 8.7.** The winning bid will be disqualified if:
- 8.7.1.** contains insanitary defects;
 - 8.7.2.** does not comply with the technical specifications contained in the TERM OF REFERENCE;
 - 8.7.3.** present unfeasible prices/discounts or remain below the minimum discount defined 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 insanitary.
- 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.
- 8.9.** The Commander Officer may call on the bidder to submit a new price proposal adjusted to the final amount offered.



8.10. After analyzing the acceptance of the price proposal, the Commander 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 Commander Officer will verify any non-compliance with the conditions for participation, especially as regards the existence of a sanction that prevents participation in the bidding process or future contracting.

9.1.1. If the existence of a sanction is established, the Commander 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 should be consulted on the website www.opencorporates.com, and in the analic application, in order to identify any data in common with other business entities that are taking part in the same bidding process, since such a situation could characterize links that are detrimental to competitiveness in 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 Government Agency of the respective company's headquarters country.

c) Present the company's valid Civil Liability Certificate (proof of insurance).

d) 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.

9.5. For Brazilian companies, where applicable, the documents listed in the previous sub-items may be replaced by the SICAF (Unified Supplier Registration System), with valid dates, or the documents prescribed in articles 62 to 70 of Law 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. The qualification phase will take place immediately after the acceptance phase.
- 9.7. If there is a need to analyze the required documents in detail, the Commander Officer will suspend the session, informing a new date and time for its continuation.
- 9.8. 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.
- 9.9. 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 BID

- 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 Commander 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, typewritten or typed, in one copy, without any emendations, erasures, interlineations or reservations, and the last sheet 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 sanction 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 US 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, the former 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. APPEAL

- 11.1. Once the winner has been declared, any bidder may, during the period granted in the public session, immediately express its intention to appeal, or when it becomes aware by electronic means (email), the immediate manifestation will be considered to be the manifestation that occurs within 1 working day of the sending of the decision (sending of the minutes of judgment to the email indicated in the contractor's proposal).
- 11.2. Reasons for appeal must be submitted within **03 (three) working 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 bids and the act of qualifying or disqualifying a bidder:
 - 11.4.1. The intention to appeal must be expressed immediately, under penalty of estoppel, and the deadline for submitting reasons for appeal will begin on the date of notification or drawing up of the minutes of qualification or disqualification or, in the event of adoption of the reversal of phases provided for in § 2 of Art. 80 of Ordinance GM-MD No. 5.175, of December 15, 2021, of the minutes of judgment;
 - 11.4.2. The assessment will take place in a single phase.
- 11.5. If the appeal is upheld, only the act that cannot be used will be invalidated.

12. REOPENING THE PUBLIC SESSION



12.1. The public session may be reopened:

12.1.1. In the event that an appeal is 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 invited to attend the reopened session.

12.3. The call will be made by e-mail according to the stage of the bidding procedure.

12.4. The call made by e-mail will be in accordance with the data contained in the accreditation or in the SILOMS EXTERIOR register, and it is the bidder's responsibility to keep their registration data up to date.

13. ADJUDICATION AND HOMOLOGATION

13.1. The bidding process will be awarded and approved to the winning bidder by the competent authority.

13.2. After the appeal phase, once the acts carried out have been found to be in order, the competent authority will award the contract and approve the bidding procedure.

14. PERFORMANCE GUARANTEE

14.1. There will be no requirement for a Financial Guarantee for this contract.

15. OF THE CONTRACT OR EQUIVALENT INSTRUMENT

15.1. Once the bidding process has been approved and the contract has been signed, a contract will be signed.

15.2. The CONTRACTED PARTY shall have a period of **10 (ten) working days** from the date of its summons, which shall be sent by e-mail to the e-mail address indicated in the contractor's proposal, to sign the Contract Term, 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 post 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) 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

16.1.1. The term of the CONTRACT shall be 5 (five) years, and may be extended for a further 5 (five) years.

16.2. Deadline for Receipt



16.2.1. The services will be definitively received by COMREC, by means of a RECEIPT TERM, within the period set out in the TERM OF REFERENCE.

16.3. Payment Processing Time

16.3.1. The period for processing payment of Commercial Invoices shall not exceed 30 (thirty) calendar days from the date of issue of the TERM OF RECEIPT, signed by COMREC.

16.3.2. This period will be automatically renewed for 10 (ten) working days in the event of any discrepancy noted by the FISCAL and must be communicated in writing to the CONTRACTED PARTY .

17. READJUSTMENT IN A GENERAL SENSE

17.1. The contracted prices are indexed to the PLATTS Table.

18. RECEIPT OF THE OBJECT AND SUPERVISION

18.1. The FISCAL must be an employee of the Administration, specifically appointed by the Administration, 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 FISCAL.

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 competence 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 object 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 items that make up the object of the Term of Reference.

19. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTOR

19.1. The obligations of the CONTRACTING PARTY and the CONTRACTED PARTY are those set out in the TERM OF REFERENCE, Annex I to this Bidding process Notice and/or in the Contract Terms.

20. PAYMENT

20.1. Payment will be made as described in the Term of Reference.



21. ADMINISTRATIVE SANCTIONS

21.1. According to Item 19 of the Term of Reference.

22. CHALLENGE TO THE PUBLIC NOTICE AND REQUEST FOR CLARIFICATION

- 22.1.** Up to 3 (three) working 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 biddings.cabw@fab.mil.br, or by petition addressed to or filed at 1701 22nd St NW, Washington, D.C., USA, Postal Code: 20008.
- 22.3.** It will be up to the Commander Officer, assisted by those responsible for drawing up this Public Notice and its Annexes, to decide on the challenge within two (2) working 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 Commander Officer no later than 3 (three) working 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 Commander Officer will respond to requests for clarification within two (2) working 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 Commander 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 Commander Officer.
- 23.3.** All time references in the Public Notice and during the public session will observe US Eastern Standard Time.
- 23.4.** When judging proposals and qualification, the Commander Officer may correct errors or mistakes 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 bidding process 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 working days 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 entire Public Notice is available at <https://www2.fab.mil.br/cabw/index.php/en/ultimas-noticias/> and may also be read and/or obtained at 1701 22nd St NW, Washington, D.C., USA, zip code 20008, on working 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 Form; and
 - ANNEX III - Draft Contract.

Prepared by:

electronically signed
RONALD WILLIAM TURQUE DE ARAUJO Lt Col Int
HEAD OF BIDDING AND CONTRACT DIVISION

Conferred by:

electronically signed
MICHELE DE SOUZA SIQUEIRA Lt Col Int
Head of BACW's Internal Control Department

Approved by:

electronically signed
JANO FERREIRA DOS SANTOS Col.
Head of BACW



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	ELETRONIC REVERSE AUCTION NOTICE
Data/Hora de Criação:	30/11/2024 03:30:05
Páginas do Documento:	11
Páginas Totais (Doc. + Ass.)	12
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