



FEDERATIVE REPUBLIC OF BRAZIL  
MINISTRY OF DEFENCE  
AERONAUTICS COMMAND  
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE  
16, GREAT JAMES STREET, LONDON, WC1N 3DP  
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Bid@bace.org.uk

**BIDDING PROCESS No. 03/BACE/2020**  
**PROCESS No. 67103.190385/2019-29**

The Federal Government — Ministry of Defence — Aeronautical Command, through the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE — BACE**, headquartered at 16, GREAT JAMES STREET, WC1N 3DP — LONDON — UK and registered in the Brazilian National Register of Legal Entities (CNPJ) under nº 00.394.429/0042-89, through the Permanent Tender Commission, appointed by Public Bulletin number 23, 13<sup>th</sup> December, makes publicly known to interested parties that it will commence a Bidding Process. The object will be awarded to the party which submits the **LOWEST BID**, obeying the basic principles of Law No. 8.666, of 21 June 1993 (Brazilian Bidding Law), its subsequent amendments and as per requirements set forth in this Bidding Process and its Appendices.

**DEFINITIONS**

The following definitions are adopted in this Bidding Process:

- a) **Award**: The granting of the work to the winning bidder(s);
- b) **Awardee**: Company to which the Administration grants the Award;
- c) **BACE**: Brazilian Aeronautical Commission in Europe, Aeronautical Command Agency responsible for the financial execution of the contract;
- d) **COMREC**: Receiving Commission
- e) **Bidder**: Company that submits a bid to this Bidding Process;
- f) **PTC**: Permanent Tender Commission;
- g) **Contract**: purchase agreement to be entered into between the Brazilian Aeronautical Commission in Europe and the contracted party, through the constant document presented by the Bidder;
- h) **Contracted Party**: Company chosen and that will sign the contract issued by the Brazilian Aeronautical Commission in Europe;
- i) **SILOMS-EXT**: Integrated Material and Services Logistics System - External Module (Portuguese: *Sistema Integrado de Logística de Material e Serviços - Módulo Exterior*);
- j) **Price Proposal**: Process of submitting a Proposal to the Brazilian Aeronautical Commission in Europe in a sealed envelope, as described in clause 7 and in Annex III;
- k) **Winning Bidder**: Company that submits the most advantageous proposal to the Administration, according to the criteria of this Bidding Process;
- l) **Requesting Entity**: Aeronautical Command Agency that requested and that will be the final recipient of the object of this bid;
- m) **Contracting Party**: Aeronautical Command Agency responsible for signing the Contract, in this case the Brazilian Aeronautical Commission in Europe.

**1. PLACE AND TIME**

**1.1** The opening of the Envelopes will take place in a Public Session at **11:00 A.M.**, on **29/01/2020** at the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE — BACE**, located at 16 GREAT JAMES STREET, WC1N 3DP — LONDON — UK.

**1.2** All references to time in this Bidding Process and during the public process will be London Time — UK.

1.3 Bidders interested in participating in this Bidding Process do not need to send their legal representatives to deliver the envelopes with the qualification documentation and proposals, and may also send them via postal delivery service or other similar means of delivery, paying attention to the final dates and times for receipt of the envelopes, established in this Bidding Process.

1.4 The correspondence must be addressed with acknowledgment of receipt to the **PTC: Permanent Tender Commission** at the address indicated in subclause 1.1 of this Bidding Process.

1.5 BACE is not responsible for delay in receiving the envelopes of the bidders.

## 2. OBJECT

2.1 The object of this Bid is the implementation of the World Wide Web access service (internet) for all computers of the Brazilian Aeronautical Commission in London (CABE), having an access line with 100mbps speed/100 or 100mbps/1GB and a service of Antivirus/Antispam for 50 (fifty) addresses for a period of two years as specifications provided in ANNEX I, with all technical requirements.

## 3. SUBMISSION AND DOCUMENTATION

3.1 A BIDDER that wishes to attend the Public Session must send a representative for registration with the **PTC**, duly provided with a document that accredits him to participate in this bidding competition, until **11:00 A.M.**, on **29/01/2020**.

3.2 Any person authorized by the **bidder** shall be considered as legal representative on submitting an accreditation document to speak on his behalf during the Public Sessions.

3.3 Accreditation document means:

3.3.1. Articles of incorporation, when the accredited person is a partner of the **bidder**;

3.3.2. Power of Attorney or declaration from the **bidder** with powers so that the accredited person can speak on his behalf at any stage of this bidding, in accordance with the model in **ANNEX III** to this Bidding Process, accompanied by a copy of the identity document or passport of the person who signed the power of attorney/declaration.

3.4. Each accredited person shall represent **only one bidder**.

3.5. Each **bidder** may send one (1) legal representative, and the identity must be shown at the Meeting of the Opening before the opening of the Enrolment envelopes.

3.6. One Representative means one single person.

3.7. Only one representative per company is authorized to participate in the Public Sessions.

3.8. Failure to show identity shall not render the **bidder** ineligible but shall prevent the representative from manifesting on his behalf.

3.9. Regarding authorization to sign the documents:

3.9.1. The representatives who will sign the documents throughout the bidding process must identify their signature as:

a) the Owner of the company or his attorney with powers to represent him and decide on his behalf;

b) partner of the company, if it is constituted as a Limited Company and if it has contractual authorization to sign contracts, participate in competitions, disputes and lodge appeals, in accordance with the company's articles of incorporation;

c) Director of the company, empowered to sign on behalf of the company;

d) All attorneys and/or representatives of companies in any situation considered above, must present the document listed in **ANNEX III** with the signature of the owner director and/or his legal representative, accompanied with a copy of the identity document or passport of the person who signed the said power of attorney/declaration.

### Notes:

1. In case of partnership companies for which no official representative is presented, all related documents and generated documents signed by the partners of the company must be provided.

2. The person who presents himself to sign documents on behalf of another person, must be authorized to do so, according to **letter d)** of this clause.

#### 4. CONDITIONS OF PARTICIPATION

##### 4.1 The following Interested parties may participate in this Bidding Process:

- a) who have been invited by the Brazilian Aeronautical Commission in Europe; or
- b) who are registered in the SILOMS-EXT, in the specialty of the object of the bid that, although not invited by the Administration, express their interest in participating until 24 hours before the submission of the proposals; or
- c) who are not registered, but express their interest in participating until 24 hours before the submission of proposals and meet all the requirements of registration in SILOMS-EXT, available on the website: [www.bace.org.uk](http://www.bace.org.uk), contained in this Bidding Process and its Attachments.
- d) Bidders may participate in this Bidding Process if their nature of business is compatible with the object of this Bidding Process as stated in their certificate of incorporation, being obliged to comply with the requirements contained in this Bidding Process, upon submission of equivalent documents.

##### 4.2 In this Bid, the participation of the following companies will not be allowed:

- a) bankrupt or under insolvency proceedings, under competition of creditors, in the process of dissolution, judicial recovery, extrajudicial recovery, merger, division, incorporation or liquidation;
- b) that have the right to bid and contract with BACE suspended, or that have been declared unfit to bid or contract with the Federative Republic of Brazil;
- c) whose employee of any Body or entity linked to the Ministry of Defence / Aeronautical Command is a partner, manager or technical in-charge;
- d) whose commercial branch does not specify activity pertinent and compatible with the object of this bid;
- e) that are, directly or indirectly, under the control of the same group of individuals or legal entities of another BIDDER; and
- f) members of the same economic group, considered having common directors, partners or legal representatives, or using common material, technological or human resources, unless they are shown not to represent a common economic interest.

##### 4.3 The participation in the bidding shall be the total, unrestricted and irreversible submission of the BIDDERS to the terms of this Bidding Process and its annexes.

#### 5. RECEIVING OF ENVELOPES

5.1. On the date and time established in this Bidding Process, each BIDDER must hand in to the PTC: one qualification envelope and one price proposal envelope, separately.

5.1.1. Bidders who have submitted the envelopes by post must receive confirmation of receipt of their envelopes by PTC or BACE before the date and time foreseen in the clause 1.1 of this Bidding Process. They must contact PTC through the following email to do so: [bid@bace.org.uk](mailto:bid@bace.org.uk).

5.2. The documentation must be in two separate non-transparent and sealed envelopes, each initialled at the closure strip, containing in its external and frontal parts, in highlighted letters, the following (as relevant):

#### LABELS

"Cut and glue"

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TO PTC — PERMANENT BIDDING COMMISSION AT BACE

BIDDING PROCESS No 03/BACE/2020

BIDDER: [BIDDER NAME]



**ENVELOPE N° 01 – QUALIFICATION DOCUMENTS**

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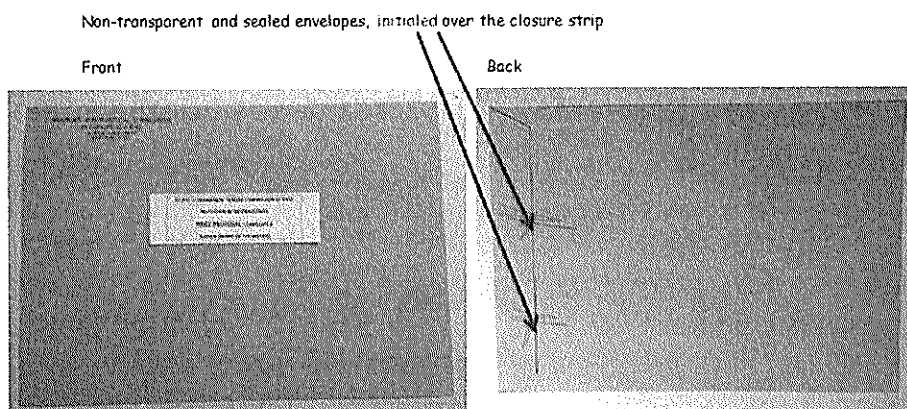
**TO PTC — PERMANENT BIDDING COMMISSION AT BACE**

**BIDDING PROCESS No 03/BACE/2020**

**BIDDER: [NAME OF THE BIDDER]**

**ENVELOPE N° 02 – PRICE PROPOSAL**

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**5.3.** Upon receipt of envelopes and once the closing date for delivery is declared by BACE, BACE will not accept inclusions or replacement of any documents, price corrections or changes to the terms and conditions, nor any rectifications that may influence on the final result in this bidding process.

**5.4.** Participation of latecomers, under any circumstances, will not be accepted, except as a hearing participant.

**5.5.** Proposals containing erasures will not be accepted under any circumstances.

**5.6.** The openings of “Qualification and Price Proposal” envelopes will be held in a public open session, from which a minute will be written and signed by the members of PTC and by the legal representatives of the participating BIDDERS.

**5.7.** Receipt of Price Proposals will not confer any right to BIDDERS against BACE.

**5.8.** The documents submitted in both envelopes must be originals, printed without erasures or overwriting, with a wet ink signature in blue or black ink.

**5.9.** Copies may be accepted provided they are notarized.

**5.10.** Documents with scanned signatures will not be accepted.

**5.11.** Bidders who wish to submit their envelopes by tracked post/courier service please send them to the following address:

BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE  
FAO: PERMANENT BIDDING COMMISSION 01/BACE/2020  
16 Great James Street  
London - United Kingdom  
WC1N 3DP

**5.11.1.** The two separate envelopes Envelope 1 (Qualification Documents) and Envelope 2 (Price Proposal) can be both placed together in one single envelope if submitted by tracked post or courier service for delivery purposes only.

**5.11.2.** Envelopes should be delivered before the Opening Meeting.

**5.11.3.** The PTC will not take responsibility for delays on delivering the Envelopes. Please allow extra transit day(s) for delivery.

## **6. ENVELOPE NUMBER 01 - QUALIFICATION**

**6.1.** Provided the Bidder fulfils the requirement set out in clause 5 above, a BIDDER will be considered qualified (and therefore able to participate in the bidding process under this Bidding Process) if they meet the conditions described in clause 4 of this Bidding Process;

**6.2.** The QUALIFICATION ENVELOPES shall contain the following documents:

a) Bidder statement (Annex III) informing:

i) Bidder's name, how it should be written in any future contract, Tax Registration Number/VAT or equivalent, and complete address;

ii) That the Bidder is not facing bankruptcy, insolvency, nor been suspended or barred from taking part of bidding process or from any other commercial transaction with Federal, State or Government Agency; and

iii) That the Bidder is aware of the full content of this Bidding Process and its Annexes, and it accepts and fully submits to the conditions and requirements, as well as the legislation referent to the subject matter.

b) Copy of a valid ID or passport of the legal owner/managing director who is signing the documents on behalf of the Bidder;

d) Copy of the Certificate of Incorporation or similar document.

## **7. ENVELOPE NUMBER 02 - PRICE PROPOSAL**

**7.1.** The Price Proposal (Annex II) shall be in English, clearly written without amendments, deletions, additions or interlineation and it may not contain ambiguous or contradictory provisions.

**7.2.** The Price Proposal shall be valid for thirty (60) days from the date of Price Proposals analysis.

**7.3.** If the deadline set out in clause 7.2 is not expressly stated in the proposal, the validity period of sixty (60) days will be deemed accepted by the BIDDER for the purposes of judging the Price Proposal.

**7.4.** If, in the event of force majeure, the Award cannot occur within the period of validity of the Bid, which is 60 (sixty) days and if the interest of BACE persists, BACE may formally request the extension of the expiration mentioned above.

**7.5.** The costs contained in the Bidding must be expressed in BRITISH POUNDS STERLING (£).

**7.6.** The proposals should be included all costs and expenses, such as direct and indirect costs, taxes, VAT, administration fee, materials, services, social security, labour, insurance, income and other encumbrances that might relate to the object.

**7.7.** The Price Proposal will be the sole responsibility of the BIDDER. Price Proposals that offer a reduction against the lowest offered price by Bidders, or any similar wording, in whole or in part will not be considered.

**7.8.** Under no circumstances can the presented Price Proposals be altered, whether regarding price, payment terms, deadlines or any other condition which modifies its original terms after submission.

## **8. BIDDING PROCESS**

**8.1** The Bidding process will have the following phases:

a) Phase 1 – if attending, registry of legal representatives

b) Phase 2 – 1st Meeting: submission of Qualification and Price Proposal Envelopes

i) submission of Envelopes 1 and 2, Qualification Envelope and Price Proposal Envelope, respectively;

ii) Opening of Qualification Envelopes: opening of Qualification Envelopes, in the presence of the interested parties, by the Permanent Bidding Commission, which confer and examine the submitted documentation, that shall bear the initials of all Bidders' legal representatives present;

iii) Envelopes containing Price Proposals will be received, kept in a safe at BACE.

iv) Signatures of representatives of Minutes of Meeting.

c) Phase 3 – Analysis of the Qualifications Documents:

i) Verification of clause 4 of this Bidding Process by the PTC;

- ii) Writing of the minutes of meeting, pointing out the irregularities, classifying the Bidders as qualified and disqualified.
- iii) In the event all Bidders are disqualified, the PTC may establish a period of three working days for the Bidders to submitted new documentation.
- d) Phase 4 – Publication of the Qualification Minutes at BACE website, and start of the appeal period;
- e) Phase 5 – convene the Bidders for the Opening of Price Proposal Envelopes, on a date to be determined. Bidders will be notified through direct communication or through letter;
- f) Phase 6 – 2nd Meeting – Opening of the Price Proposal Envelopes
- i) Only Price Proposal Envelopes from qualified Bidders.
- ii) Proposal shall bear the initials of all Permanent Bidding Commission members and by the Bidder's legal representatives attending the meeting.
- iii) Signatures of representatives of Minutes of Meeting.
- g) Phase 7 - verification of conformity and evaluation of each proposal and respective prices with the requirements constant in the Bidding Process and Annexes, by BACE, disqualifying nonconforming and incompatible proposals accordingly;
- h) Phase 8 – classification of proposals and writing of the minutes of meeting containing all information, including the Winning Bidder and disqualified Bidders;
- i) Phase 9 – Publication of the Price Proposal Minutes at BACE website, and start of the appeal period;
- j) Phase 10 – Order of the decision-making authority (Head of BACE) approving the process and defining the winner of this Bidding Process and granting the object to the WINNING BIDDER; and
- k) Phase 11 – Publication of the Winning Bidder.

**8.2** After the opening of the envelopes, all documents and the proposals contained therein will be initialed by all present BIDDERS' representatives and all members of the PTC. BACE will not accept any Price Proposal by those abstaining from initialing the documents.

**8.3** The PTC or its higher authority reserves the right, at any stage of this bidding process, to issue any additional procedures which aim to clarify or complete the regulation of the process.

**8.4** The disqualification of a bidder means the loss of right to participate in the subsequent phases

**8.5** After the opening of the "Price Proposal" envelopes, BACE will not accept a withdrawal of any proposal, except in the event that unexpected facts arise that are accepted by BACE in its absolute discretion.

**8.6** After the opening of Price Proposal Envelopes, a Bidder cannot be disqualified for reasons regarding to qualification, except for supervening reasons or only learnt after judgment.

**8.7** If due to market constraints of clear lack of interest by invited bidders, the minimum number of proposal required (three) is not achieved, these circumstances must be duly justified in the process; otherwise the Bidding Process has to be repeated.

**8.7.1.** In the event the invited bidders do not offer quotation for the services and material object of this Bidding Process, and a minimum number of offers is not reached, such circumstances should be duly justified in the process. The Bidding Process may have to be repeated if the above mentioned circumstances take place.

**8.8** The deadline for judgment of the qualification documents will be up to 15 (fifteen) working days from the opening of the envelopes, and may be unilaterally extended upon notification by the PTC.

**8.9** Price Proposal Envelopes from disqualified bidders will be returned to them duly sealed.

## **9 JUDGMENT OF PROPOSALS**

**9.1** This Bidding Process is classified as lowest price per item and the evaluation and judgment of the Price Proposals will be made according to the following criteria:

**9.1.1.** Each Price Proposal will be evaluated and judged to see if it complies with the requirements of this Bidding Process by the PTC. The PTC will classify Bidders using the lowest price criteria for this Bidding Process. The classification will be in order of prices offered;

**9.1.2.** the deadline for judgment of the proposals shall be two (2) working days from the date the Price Proposals are opened and may be unilaterally extended upon notification by the PTC;

**9.1.3.** the PTC may request technical advice from experts or specialists belonging to the Brazilian Aeronautical Command or from other individuals or legal entities which are not part of the Brazilian Aeronautical Command in order to make its decision;



**9.1.4.** in case of a tie between two or more Price Proposals, it will be resolved by the drawing of lots, in the presence of all Bidders; and

**9.1.5.** in the evaluation of Price Proposals the Winning Bidder will be the Bidder which offers the lowest price for each quoted item, provided that:

- a) the Price Proposal should be made to two decimal places.
- b) Bidders must state the total price offered which shall include all incidental charges such as: cost, taxes, fee, other costs and any other costs associated with the provision of services, not leaving BACE.
- c) The bidders compete only with respect to the total Bid.

## **10. DISQUALIFICATION OF PROPOSALS**

**10.1.** After evaluation, a Bid will be disqualified if it:

- a) does not meet the requirements contained in this Bidding Process;
- b) presents offers and advantages not anticipated in this Bidding Process or offer advantages based on the offers of other Bidders, including reduction against the lowest offered price by Bidders,
- c) symbolic prices or proposals with the price set at zero; or
- d) presents unfeasible prices.

## **11. APPROVAL PROCESS AND AWARD OF OBJECT**

**11.1.** The final result of the Bidding Process will be registered in a minute, in which the PTC will register the Winning Bidder and justify, in detail, the reasons for the disqualification or rejection of the other Bids.

**11.2.** Once the minute has been signed, the PTC will announce its decision and shall set a deadline of two (2) working days for any qualified BIDDER to present an appeal.

**11.3.** After the legal period for filing an appeal has ended and the existing appeals have been analysed and decided upon, the minutes will be submitted to the Head of BACE for approval and to make the Award.

**11.4.** The minutes containing the approval and Award will be detailed in the Process.

**11.5.** The winning bidder will be required to maintain the commitment of this bid for a period of sixty (60) days from the delivery of the proposal, being released from this commitment if the period expired without BACE's notification.

**11.6.** In the event of Qualifying documents and the Price Proposals from all BIDDERS are disqualified, PTC may propose to BIDDERS a new deadline of 3 (three) working days to submit new documentation, solving the causes that have generated the disqualification. The new proposals, with no alteration of the original price proposed, must be presented in a public meeting, with the date to be informed by the PTC, observing the procedures of evaluation and judgment.

## **12. CONTRACTING THE SERVICE**

**12.1.** The contract will be formalized through a Purchase Contract submitted by the Winning Bidder, according to the legislation in force in the UK, and will be based on the specifications and conditions of this Bidding Process and its Annexes.

## **13. SUBCONTRACTING**

**13.1.** Subcontracting by the Contracted Party is not allowed.

## **14. RENDERING AND DELIVERY OF SERVICE**

**14.1.** The services should be provided following the receipt, by the Winning Bidder, of the Service Order issued by the and signed by Head of BACE.

**14.2.** After receiving the Purchase Order, the CONTRACTED PARTY shall commence the execution of the contracted object, as established in the ANNEX I – Basic Project.

**14.2.1.** If there is a need to extend the period, the Contracted Party shall submit a prior and formal request to the Head of BACE, with justification sent to the Controller.

**14.3.** The Controller will be responsible for issuing a favourable or unfavourable technical opinion on this request, assisting the Head of BACE's decision regarding a possible extension.

**14.4.** Upon the giving of a favourable opinion by the Controller, the Contracted Party will issue an invoice, which will be paid by BACE.

## **15. PAYMENT METHODS**

**15.1.** Payment will be made to the Contracted Party, by bank transfer through Banco do Brasil S/A, within thirty (30) days after acceptance, by the Controller, of the Invoice according to administrative requirement in force.

**15.2.** The Invoice shall indicate the Current Account number, Agency and Bank in order to make the Bank Transfer.

**15.3.** An Invoice which has not been approved by BACE shall be returned for the necessary corrections, informing the reasons for the refusal. The new invoice payment period set out in clause 15.1 will start from the date of the resubmission.

**15.4.** BACE will stop any payments due to the Contracted Party in the event of partial or total non-performance by the Contracted Party of its obligations and/or errors in the invoice.

## **16. CHALLENGING THIS BIDDING PROCESS**

**16.1.** A challenge to this Bidding Process shall be submitted in writing, to the General Protocol Department of BACE, located at 16 Great James Street, London, WC1N 3DP, or to the email [bid@bace.org.uk](mailto:bid@bace.org.uk) and addressed to the President of the PTC.

**16.2.** A timely appeal submitted by a Bidder will not prevent it from participating in the bidding process whilst waiting for a final decision on the appeal to be made.

**16.3.** Any citizen may challenge, in writing, the terms of this Bidding Process up to five (2) working days before the date established for submission of Qualification and price proposal Envelopes and opening of the Qualification Envelopes.

**16.4.** BIDDERS will have two (2) working days before the opening of the QUALIFICATION AND PRICE PROPOSAL envelopes to challenge this Bidding Process, after this deadline challenges will not be accepted.

## **17. ADMINISTRATIVE APPEAL**

**17.1.** An appeal against any act of PTC should be directed to addressed to the President of the PTC. This authority may reconsider the decision of the PTC within five (5) working days. The Head of BACE may send the petition, within that same period, to a higher authority which shall render a decision within five (5) working days from the receipt of the appeal from the Head of BACE.

**17.2.** During the appeal period, the procedure records file will be open for examination by Bidders at a place determined by the PTC. Under no circumstances will those records be removed from the premises determined by the PTC.

**17.3.** The appeal judgment results will be sent to all Bidders by letter or e-mail.

**17.4.** An appeal against any act of PTC should be submitted in writing via email to [bid@bace.org.uk](mailto:bid@bace.org.uk) or registered post to the General Protocol Department of BACE, located at 16 Great James Street, London, WC1N 3DP, and addressed to the President of the PTC. This authority may reconsider its decision within five (5) working days. If there is not reconsideration, the Head of BACE shall send the petition, within that same period, to the higher authority which shall render a decision within five (5) working days from the receipt of the appeal.

**17.6.** The following appeals will be admitted to the BACE's actions during this Bidding:

**17.6.1.** Hierarchical appeal, within five (5) working days, from the notification of the act, or the issue of the minute of hearing, in the event of:

qualification or disqualification of Bidders;

proposal judgment;

annulment or revocation of bidding process;

refusal to registration in the suppliers database, or the alteration or cancellation of exiting registration;

contract rescission by unilateral decision from BACE;

imposition of written warning or temporary suspension.

**17.6.2.** Representation, within five (5) working days, from the notification of the decision related to the object of the Bid or Contract, if a hierarchical appeal cannot be filed.

**17.6.3.** After receiving the appeal, it will be notified to the others Bidders, who may submit counter-arguments within five (5) working days.





17.7. The appeal will be sent to a higher authority duly instructed, by the authority who practiced the appealed act, who may reconsider their decision, within five (5) working days of receiving the appeal.

17.8. Any arguments or inputs regarding to the Bidder's defence who is seeking total or partial reconsideration of the Permanent Bidding Commission shall be submitted only in writing and attached to the appeal.

## 18. BUDGET

18.1. The costs for executing the object of this bid shall be funded by specific budget allocations at BACE's internal system (ND 339039, FNT 010000000, AC 2000) assigned by the Union for the Ministry of Defence — Air Force Command — BACE for the years 2020/2021.

## 19. ADMINISTRATIVE SANCTIONS

19.1. In the event of the occurrence of any legal infringements, especially of non-performance of an obligation by the Contracted Party, it will be subjected to the following sanctions, guaranteed the full defence:

- a) written warning; and
- b) temporary suspension from taking part in future bidding and barred from contracting with BACE, for a period of up to two years.

19.2. The penalties provided for in items "a" and "b" of clause 19.1. shall apply, as appropriate, as follows:

19.2.1. Written Warning: If the Contracted Party breaches the terms and conditions of the Contract for the first time, the Controller, after become aware of the breach, shall give the Contracted Party five (5) working days to remedy the breach, without prejudice to the penalties set out in clause 19.1.(b).

19.3. The warning referred to in clause 19.1(a) shall not prevent BACE from terminating the Contract and applying the penalties set out in clause 19.1(b).

19.4. The imposition of any penalty does not discharge the Contracted Party from complying with its obligations, or to take the necessary measures to repair or compensate any damage caused to BACE.

19.5. The penalties foreseen in this Bidding Process or in the Contract are independent and can be applied separately or jointly, without prejudice to any other remedies which may be sought by BACE.

## 20. INSPECTION OF SERVICES

20.1. BACE shall monitor and inspect the services of the Contracted Party through the Controller, and for that purpose, appoint a Controller or Control Committee, duly accredited, with the following powers:

- a) to make inspections of the services and permanently control the development of the work;
- b) to interrupt the execution of any work that is being done wholly or partly in contravention with the contracted specifications;
- c) decide on all questions that may arise, including on technical aspects;
- d) decide, in the event of force majeure or unforeseeable circumstances, changes in the sequence of work and deadlines;
- e) check the invoices issued by the Contracted Party and refuse them if inaccurate; and
- f) propose administrative sanctions for non-compliance by the Contracted Party of the Contract.

20.2. The Head of BACE and the Controller may, at any time, carry out control activities.

20.3. The appointed Controller or Control Committee may be replaced at any time, for the interest of BACE, and their substitutes formally presented to the Contracted Party.

20.4. The Contracted Party is obligated to make the repairs requested by the Controller within five ( 5 ) working days from the date of receipt of the request.

## 21. ANNULMENT OR REVOCATION OF BIDDING

21.1. The Head of BACE may revoke this bidding process at any time, if there are reasons of public interest or any other justification for so doing. The Head of BACE will then annul it by notice in writing to that effect to all parties.

21.2. The annulment of the bidding process, by reason of illegality, generates no obligation on BACE or rights for the Bidders.

**22. FORUM**

**22.1.** Any claim or dispute arising out of this Bidding Process shall be heard in the courts of England and shall be governed by English law. All Bidders hereby submit to the jurisdiction of the English Courts.

**23. FINAL PROVISIONS**

**23.1.** Any request for clarification of this Bidding Process and its appendices should be sent in writing, email or facsimile, and received by the PTC by the second business day preceding the opening of "Qualification and Price Proposal" envelopes, which is addressed to the PTC of BACE, 16 GREAT JAMES STREET, LONDON, WC1N 3DP. Questions that arise after the aforementioned period will not be taken into consideration.

**23.2.** The deadlines for the present Bidding Process will exclude the first day and include the last day. The first and last day for the purposes of this Bidding Process must fall on working days.

**23.3.** The terms and conditions that govern this Bidding Process will always be interpreted in order to increase competition between the Bidders without compromising the security of future contracts.

**23.4.** Any cases not described in this Bidding Process shall be resolved by the PTC.

**23.5. PRICE ADJUSTMENT:** The prices of the Contract are non-adjustable.

**23.6. ADDITIONS AND SUPPRESSIONS:** Additions and/or suppressions will always be made based on opinions or justifications and will be formalized through an amendment to the original contract.

**25. ANNEXES:**

**ANNEX I –BASIC PROJECT**

**ANNEX II -PRICE PROPOSAL DRAFT**

**ANNEX III- BIDDER STATEMENT**

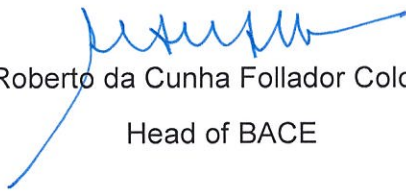
London, 22<sup>th</sup> January 2020.

By:



AMANDA VIDAL PEDINOTTI DA SILVA Lt. Col.  
Chief of Procurement and Contracts Division

Approval:

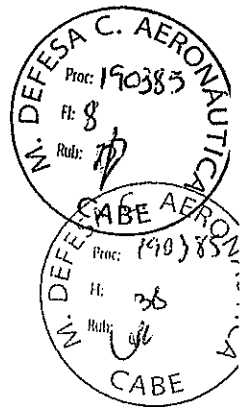


Roberto da Cunha Follador Colonel  
Head of BACE

**ANNEX I  
BASIC PROJECT**



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



**BASIC PROJECT N° 01/ATI/2019**

**1-OBJECT:**

This basic project detailing the general conditions to be met in the implementation of the World Wide Web access service (internet) for all computers of the Brazilian Aeronautical Commission in London (CABE), having an access line with 100mbps speed / 100 or 100mbps / 1GB and a service of Antivirus/Antispam for 50 (fifty) addresses at least the two period (two) years.

**2 - CONVENTIONS**

The following conventions are used in this Basic Design:

- a) ATI Information Technology Advisory;
- b) COMAER Air Force Command;
- c) Contracted Individual or entity responsible for the performance of services;
- d) Contractor Contracting Authority responsible for hiring the services;
- e) DLC Division of Procurement and Contracts of CABE;
- f) Supervisory Board or representative of the Contractor by the Contractor designated Internal Bulletin, to follow analytically, compliance with all the provisions described in this basic project; and
- g) SILOMS Integrated Materials and Services Logistics.

**3 - LEGISLATION**

They must be observed in the execution of these services, the following legislation:

- a) codes, standards, laws, decrees, ordinances and applicable regulations of public bodies of the nations involved;
- b) Aeronautical Command Rules; and
- c) Brazilian Federal Law No. 8,666, of 27 JUN 93, as amended.

**4 - DESCRIPTION OF SERVICES**

4.1 - The service to be contracted will be to access the World Wide Web (internet) to all computers

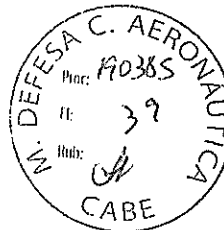
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on the CABE, having a line of access with speed of 100 mbps / 100 and a service of Antivirus/Antispam for 50 (fifty) addresses for a period (two) years.

4.2 - The Contractor shall provide access to computers described above within 48 hours of receipt of the Purchase Order.

4.3 - The Contracted may perform preventive maintenance on the equipment necessary to perform the service in question, and these maintenance should be advised to the Supervisor with at least 72 (seventy-two) hours in advance. The periodicity of this maintenance will be the responsibility of the Contractor.

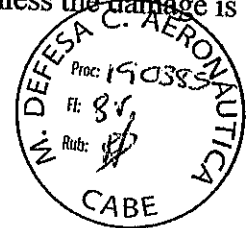
4.4 - The corrective maintenance will be borne by the Contractor to replace the installed equipment, or parts thereof, at no cost to the Contractor, for another of equal specification equipment or higher within 24 (twenty four) hours of driving done Supervision of the Agreement, unless the damage is duly established, by misuse of the Contractor.



#### **5 - OBLIGATIONS OF THE CONTRACTOR**

Are obligations of the Contractor:

- a) Strive for receiving the service, and the payment thereof is made within the period specified in this basic project;
- b) Resolve all doubts requested by bidders and / or contracted; and
- c) Make monthly payments directly to the Contracted, through deposit in current account, within thirty (30) days after receipt filed with the Secretary of this Committee, the invoice, if it is accepted by the Supervisory Board.



#### **6 - OBLIGATIONS OF THE CONTRACTED**

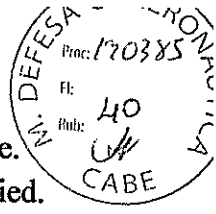
These are obligations of the Contracted:

- a) Employ trained professionals in the assignment and shall be sealed completely subcontract services;
- b) Comply with the provisions relating to labor and social security laws, in particular regarding the Occupational Accident Insurance;
- c) Coping with the cost of transport, food, lodging and welfare of its employees involved with the services listed in this basic project;
- d) arrange for the charge of services to be presented to the supervisor early in the Contract execution and when requested by the Inspection;
- e) Make the payment of taxes, fees and other financial obligations that may focus on the performance of services;
- f) To be responsible for damage or injury caused to the Air Force Command or third parties from the execution of the contracted services based on this basic design; and
- g) Using modern and efficient equipment and tools, employing working methods more efficient and secure, strictly observing the legal recommendations for the executive method appropriate to each situation.

#### **7 - OF QUESTIONS ON IMPLEMENTATION OF THE SERVICES**

7.1 - The specifications contained in this basic project should be examined with the utmost care by

*mark*



the bidders. Any questions may be clarified by the Contractor to the date specified in the Notice. Later complaints alleging failures or omissions in this basic project should be thoroughly justified.

7.2 - In case of doubts or omissions in this basic design, it is up to the Supervisory to fix it deems most appropriate, communicate in writing to the Contracted the solution adopted.

7.3 - Partial and total approvals by the Supervisory Board, the invoices submitted by the Contracted, not to disclaim liability for errors or failures that they can contain.

7.4 - The existence of this basic design does not relieve the Contracted to inform in a timely manner, any inaccuracies found during the execution of the service.



**8 - SECURITY MEASURES**

8.1 - Execution of the service should be conducted with the adoption of all measures for the protection of persons linked to the activities of the Contractor and the Contractor, subject to applicable law.

8.2 - The Contractor shall ensure that, during the service, employees use personal protective equipment (PPE) provided by specific laws and that conserve in good health, such as non-slip boots, gloves, goggles, ear plugs, ear muffs, masks and helmets.

**9 - SUPERVISION**

9.1 - will be performed by the Head of Information Technology Advisory (ATI) of CABE, and the permanent members of its auxiliary Section co-responsible for performing the duties set forth in this basic project, coordinated by the Chief himself.

9.2 - The service should be developed always in close understanding regime between the Contractor and the Inspection, offering wide powers to act towards fulfillment of the Contract.

9.3 - The present Supervision will not diminish the responsibility of the Contractor as the perfect execution of the contracted services.

9.4 - All communication between the Contractor and the Supervision must be made in writing.

**10 - THE STAFF OF THE CONTRACTED**

10.1 - The Contracted shall indicate, in a written communication to the Supervisory Board, the name of the professional responsible for the services that will represent it in contract execution.

10.2 - The Contractor shall take all necessary measures so that their employees are aware and respect social principles, standards of morals and decency and must immediately remove any employee who is appointed by the Supervisory inconvenient behavior.

**11 - BUDGET**

11.1 - Member companies of the bidding process should make detailed survey of the burden necessary to perform the services and, from the said survey, prepare the budget sheet and price composition.

11.2 - The total cost should include all direct and indirect costs for the perfect execution of the services, including the costs of materials and / or equipment, labor, skilled labor or not, insurance in

*hawk*

general, auxiliary equipment, tools, labor and social security charges, taxes, regulations and taxes of any kind, in short, everything needed to fully execute and complete services as well as profit according to the pricing sheet.

DEFESA  
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CABE

M. DEFESA C. AERONAUTICA  
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Fl: 9V  
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CABE

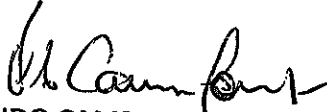
**12 - THE ESTIMATED COST**

12.1 - The total estimated cost is GBP £16,735.00 (sixteen thousand seven hundred and thirty five pounds) including VAT.

**13 - GENERAL PROVISIONS**

13.1 - The cases shall be defined by the Head of CABE, after having issued the Opinion Supervision.

Londres, 12 de Outubro de 2019.

  
FERNANDO CAMPOS MONTENEGRO Maj AV  
Chefe da ATI

**ANNEX II**  
**PRICE PROPOSAL TEMPLATE**

[Place], [date: day/month/year]

To  
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.  
Permanent Tender Commission

RE: BIDDING PROCESS NO. **03/BACE/2020**

## PRICE PROPOSAL

Our offer relating to BIDDING PROCESS **03/BACE/2020** is as follows:

Item	Description	VALUE in Pounds (Numeric)	VALUE in pounds (in words)
A	Implementation of the World Wide Web access service (internet) for all computers of the Brazilian Aeronautical Commission in London (CABE), having an access line with 100mbps speed/100 or 100mbps/1GB and a service of Antivirus/Antispam for 50 (fifty) addresses for a period of two years as specifications provided in ANNEX I, with all technical requirements.		

Our PRICE PROPOSAL to the BIDDING PROCESS **03/BACE/2019** (Item A) is GBP \_\_\_\_\_ pounds) for two years.

This Price Proposal has a validity of 60 (sixty) days, from the date set for the delivery of the envelope of "Price Proposal".

\_\_\_\_\_  
Complete Name of the Signing Authority  
Identification of the BIDDER



**ANNEX III**  
**DRAFT OF LEGAL REPRESENTATIVE LETTER**

[Place], [date: day/month/year]

To  
THE OFFICE OF THE BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE.  
Permanent Tender Commission

RE: BIDDING PROCESS NO. **03/BACE/2020**

Dear Sir/Madam,

I, \_\_\_\_\_, in conformity with the terms of the Bidding Process No. **03/BACE/2020**, acknowledge Mr./Ms. \_\_\_\_\_ as our legal representative, identified vide document No. \_\_\_\_\_, to whom we attribute the most extensive powers, including the lodging of appeals, when applicable, as well as to undertake, withdraw, sign documents and minutes and perform all other acts relative to this Bid.

I also declare the full knowledge of all aspects relating to this Bidding Process No. **03/BACE/2020**.

Attached is a copy of my valid identity card/passport.

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Complete Name of the Signing Authority  
Identification of the BIDDER

(Please present a valid original Passport or identity card of the Legal Representative along with this letter)