



MINISTRY OF DEFENCE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
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BIDDING PROCESS Nº 034/BACE/2020



Authorized by:

Jorge Mauricio Motta Cel Av Group Capt
Head of BACE

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BIDDING PROCESS N° 034/BACE/2020
PROCESSO N° 67103.200166/2020-07

The Federal Government – Ministry of Defence – Aeronautical Command, through the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE (BACE)**, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, Legal Entity Registry number 00.394.429/0042-89, through the Permanent Tender Commission, appointed by Public Bulletin number 23, of 13th DEC 2019, makes publicly known to interested parties, that it will commence a Tender process through a **Bidding Process**, in which the decision parameter will be the **LOWEST PRICE**, under the **fixed global price**, in accordance with the English law in force at the date of this process, its subsequent amendments and the requirements set forth in this Bidding Process.

DEFINITIONS

The following definitions have been adopted in this Bidding Process:

- a) **AWARD:** Act of granting the Winning Bidder the right to execute the object of this Bid;
- b) **AWARDED COMPANY:** Company to which BACE grants the Award;
- c) **BACE:** Brazilian Aeronautical Commission in Europe;
- d) **BID:** means a bid submitted by a Bidder in accordance with the Bidding Process;
- e) **BIDDING PROCESS:** means this document and the bidding process n° 034/BACE/2020;
- f) **BIDDER:** The Company submitting a Bid (together, the "BIDDERS");
- g) **PTC:** Permanent Tender Commission;
- h) **COMAE:** Aerospace Operations Command;
- i) **CONTRACT:** the proposed contract for the supply of goods and services to be signed between COMAE and the CONTRACTED PARTY, in the form set out in ANNEX III of this Bidding Process;
- j) **CONTRACTED PARTY:** The Company chosen to sign the Contract;
- k) **CONTROLLER:** Selected Representative(s) of COMAE tasked with overseeing the contract;
- l) **SILOMS-EXT:** Integrated Logistics, Material, and Services System – International Module;
- m) **PRICE PROPOSAL:** a price proposal submitted by the Bidder to BACE in

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accordance with clause 7 of this Bidding Process;

- n) **WINNING BIDDER:** the Company that submits the most advantageous proposal to BACE, according to the criteria set forth in this Bidding Process; and
- o) **REQUESTING ENTITY:** body of the Aeronautical Command which requested and will be the recipient of the final object of this Bidding Process.

1. LOCATION AND TIME

1.1 The Submission of Qualification and Price Proposal Envelopes and the opening of the Qualification Envelopes will take place at **11AM on 26/11/2020**, at the **BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE – BACE**, located at 16, GREAT JAMES STREET, WC1N 3DP – LONDON-UK, or other location indicated by BACE.

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

1.3 At the indicated location will be carried procedures regarding to this Bidding Process, namely:

1.3.1 Submission of Qualification and Price Proposal Envelopes.

1.3.2 Opening of Qualification Envelopes.

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 (BACE), having an access line with 50mbps speed/100.

3. REPRESENTATIVE REGISTRATION

3.1 A BIDDER that wishes to attend the meeting for Submission of Qualification and Price Proposal Envelopes and the opening of the Qualification Envelopes shall submit a representative for registration to the PTC, duly provided with the document that authorizes him/her to take part in the Bidding Process by **11AM on 26/11/2020**

3.1.1. There is no obligation for the Bidder to be present at the meeting for submission of Qualification and Price Proposal Envelopes as well as for the opening of the Qualification Envelopes.

3.2 It will be considered as a legal representative any individual authorized by the Bidder, through the submission of the authorizing document to act on the Bidder's behalf during the opening of the envelopes meeting.

3.3 Documents that will be accepted for registration:

3.3.1 Articles of incorporation, when the authorized person is a shareholder of the **Bidder**;

3.3.2 Power of attorney or declaration from the **Bidder** granting power to the authorized person to act on their Bidder's behalf in any phase of this Bidding Process, according to model in Annex III in this Bidding Process, providing a copy of the ID or Passport of the person who signed the power of attorney/declaration.

3.4 Each authorized person shall represent **only one Bidder**;

3.5 Each BIDDER shall submit one (01) legal representative and his/her registration/credentials must be presented at the Opening Meeting before the opening of the qualification envelopes.

3.6 One (01) legal representative means a single person.

3.7 Only a single representative per BIDDER is allowed to attend the Opening of Envelopes Meeting.

3.8 The non-submission of the authorization will not disqualify the **Bidder**, but it will prevent the legal representative from acting on the Bidder's behalf.

3.9 Regarding the authorization for the signing of documents:

3.9.1 The legal representative who will sign the documents referent to the Bidding Process shall identify their signature as:

a) Business owner or their proxy with power to represent them and decide on their behalf;

- b) Business shareholder, if it has been incorporated as a private limited company and if this shareholder has contractual authorization to sign contracts, take part in Bidding Process, disputes and file appeals, according to the company Articles of Incorporation;
- c) Business Director, with powers to sign on behalf of the company;
- d) All companies' proxies and/or legal representatives in any situation mentioned above shall submit the document in the form set out in in **Annex IV** bearing the business owner and/or legal representative, providing a copy of the ID or Passport of the person who signed the power of attorney/declaration.

Notes:

1. In case of private limited company where no legal representative has been assigned, all documents described and the documents submitted shall be signed by the company's shareholders.
2. The individual who wishes to sign documents on behalf of another individual shall submit authorization do to so, in accordance with **letter d)** of this Clause 3.9.1.

4. REQUIREMENTS FOR QUALIFYING BIDDERS

4.1 Companies may take part in this Bidding Process if they:

- a) are previously registered in the SILOMS-EXT with their speciality being the object of this Bidding Process and have been invited by BACE;
- b) are registered in the SILOMS-EXT, with their speciality being the object of this Bidding Process which, although having not been invited by BACE;
- c) are not registered in the SILOMS-EXT, although is able to provide the object of this and meet all the requirements for registration available at www.bace.org.uk, and those contained in this Bidding Process and its Appendices.

4.2 Proposals will not be accepted from BIDDERS which:

- a) are in composition with creditors, are filing for bankruptcy, are under concourse of creditors, and are in the process of dissolution or liquidation, judicial recovery, extrajudicial recovery, merger, demerger, incorporation, or in liquidation ;
- b) have lost their right to submit a Bid for and be contracted by BACE, or have lost their right to be contracted by BACE, or have been considered not reputable to submit a Bid or to be contracted by the Federal Republic of Brazil;
- c) has as its Partner, Director, or Responsible Technician, any civil servant working at any agency or entity linked to the Brazilian Ministry of Defence and/or Aeronautical Command;
- d) commercial expertise does not specify an activity relevant and compatible with the object of this Bidding Process;
- e) are under control of the same group of individuals or legal entities of another BIDDER, directly or indirectly; and
- f) are part of the same economic group, which means those companies that have common directors, shareholders or legal representatives, or use common material, technological or human resources, except if they demonstrate they do not represent a common economic interest.

4.3 BIDDERS will be able to participate in this Bidding Process if they meet the conditions described in clauses 4.1 of this Bidding Process.

5. SUBMISSION OF QUALIFICATION AND PRICE PROPOSAL ENVELOPES

5.1 Up to the date and time established in this BIDDING PROCESS, each BIDDER must submit to the PTC: ONE QUALIFICATION ENVELOPE and ONE PRICE PROPOSAL ENVELOPE, separately.

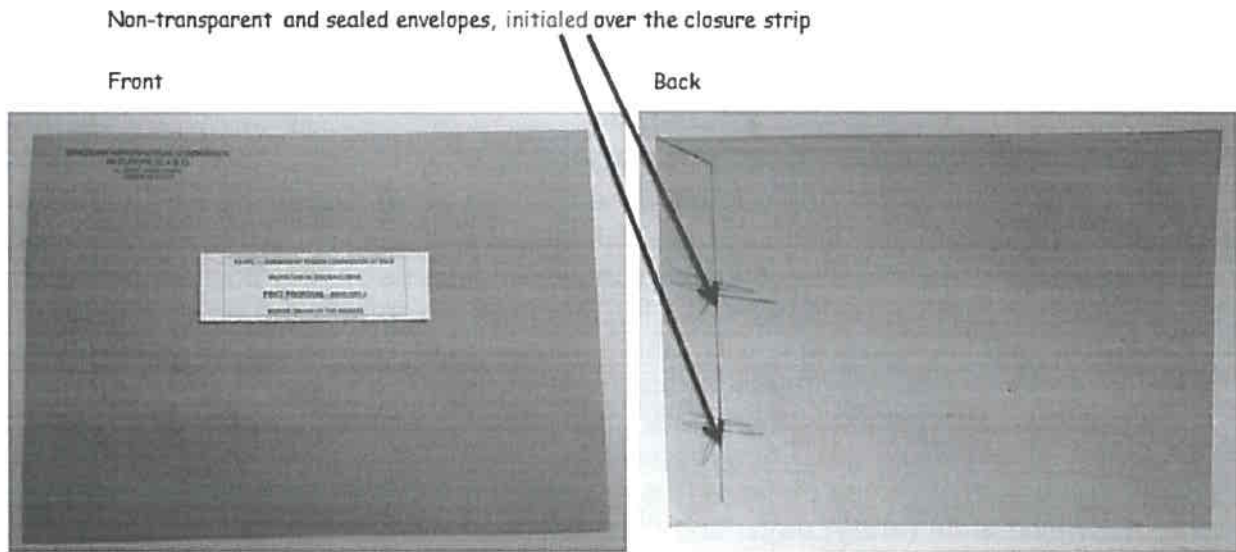
5.1.1. Bidders who wish to submit their envelopes by tracked post/courier service shall observe that Envelopes **must be delivered before the opening session as described in clause 1**, including transit days for delivery.

5.1.2. BACE **will not take responsibility for delays on delivering the envelopes.**

5.2 The documentation must be in non-transparent and sealed envelopes, initialled at the closure strip, containing in its external and frontal parts, in highlighted letters, the following:

**TO PTC – PERMANENT TENDER COMISSION AT BACE
BIDIDNG PROCESS N° 034/BACE/2020
BIDDER: [COMPANY NAME]
ENVELOPE N° 01 – QUALIFICATION DOCUMENTS**

**TO PTC – PERMANENT TENDER COMISSION AT BACE
BIDIDNG PROCESS N° 034/BACE/2020
BIDDER: [COMPANY NAME]
ENVELOPE N° 02 – PRICE PROPOSAL**



5.3 Upon receipt of envelopes and once the closing date for delivery is declared, BACE will not accept inclusions or replacement of any documents, price corrections or 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 attending BIDDERS.

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

5.8 Documents can be presented in Portuguese or in English. If a Bidder presents envelopes in both languages, the text in Portuguese will prevail.

5.9 The documents submitted in both envelopes must be original, printed without erasures or overwriting, with its original signatures in blue or black ink.

5.9.1 Copies may be accepted provided they are notarized or consularized.

5.9.2 Documents with digitalized signatures will not be accepted.

6. ENVELOPE NUMBER 01 – QUALIFICATION:

6.1 BIDDERS will be considered qualified if they meet the conditions described in clause 6.2 of this Bidding Process;

6.2 The QUALIFICATION ENVELOPE(S) shall contain the following documents:

a) Company statement (in the form set out in ANNEX IV) informing or equivalent document:

- i) Bidder's name, how it should be written in any future contract, Tax Registration Number or equivalent, and complete address;
- ii) that the company is not facing bankruptcy, insolvency, suspended or barred from taking part in the Bidding Process or from any other commercial transaction with Federal, State or Government Agency;
- iii) that it 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; and
- iv) copy of identification, as stated in clause 6.7 of this Bidding Process.

6.3 One copy of the ID or Passport of the person who signed the documents must be provided in the Qualification Envelope(s).

6.4 Documents submitted on the Qualification Envelope(s) must be printed without erasures or overwriting, with its original signatures in blue or black ink. In case it is impossible to submit original documents, copies may be accepted provided they are notarized or consularized.

7 ENVELOPE NUMBER 02 – PRICE PROPOSAL

7.1 The Price Proposal will be printed in the form set out in **Annex II**, without amendments, erasures, additions, and interlineation, duly dated and signed by the BIDDER or its duly qualified representative, and it may not contain ambiguous or contradictory provisions.

7.2 The Price Proposal shall be valid for 60 (sixty) days from the date of delivery of the "Price Proposal" envelope to BACE.

7.3 In the event that the deadline described in item **7.2** is not expressly stated in the proposal, the validity period of **60 (sixty)** 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 aforementioned validity.

7.5 The values contained in the Bid (**Annex II**) must be expressed in US DOLLARS (USD), in arabic numerals.

7.6 The **Price Proposal** will be the sole responsibility of the BIDDER. A Price Proposal that offers a reduction of the lowest offered price, in whole or in part, will not be considered.

7.7 Under no circumstances may the presented Bid be altered, whether regarding to price, payment terms, deadlines or any other condition which modifies its original terms.

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(s) and Price Proposal Envelope(s), respectively;

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

iii) Qualification documents will be analysed by BACE and sent for analysis by the Technical Commission;

iv) Envelopes containing Price Proposals will be received and kept locked in a safe at BACE; and

v) Write of a Minute of Meeting.

c) Phase 3 – Analysis of the Qualifications Documents:

- i) Verification of clauses 4.1 and 6 of this Bidding Process by the PTC and Technical Commission
 - ii) Writing of the minute 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 (3) three working days for the Bidders submit a new documentation.
- d) **Phase 4** – Publication of the Qualification Minute of Meeting at BACE website, and start of the appeal period, observing what has been established in the Clause 8.6 of this Bidding Process;
- 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 will be accepted.
 - ii) Proposal Envelopes shall bear the initials of all Permanente Tender Commission members and by the Bidder's legal representatives attending the meeting.
 - iii) Price Proposal will be evaluated by BACE and sent to evaluation by the Technical Commission;
 - iv) Write of Minute of Meeting.
- g) **Phase 7** - Verification of conformity of each proposal and respective prices with the requirements constant in the Bidding Process and Annexes, by BACE and Technical Commission and, disqualifying nonconforming and incompatible proposals accordingly.
- h) **Phase 8** – Classification of proposals and writing of the minute of meeting containing all information, including the Winning Bidder and disqualified Bidders.
- i) **Phase 9** – Publication of the Price Proposal Minute 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(s) of this Bidding Process and granting the object to the **WINNING BIDDER(S)**.
- k) **Phase 11** – Publication of the Awarded Bidder(s).

8.2 After the opening of the envelopes, all documents and the proposals contained therein will be initialled by all present BIDDERS' representatives and all members of the PTC. BACE will not accept any further complaints by those abstaining from initialling 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 the proposals, except in the event that unexpected facts arise that are accepted by BACE at its absolute discretion.

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

8.7 If the minimum of 3 (three) valid proposals are not reached, the Bidding Process will be republished.

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

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. JUDGEMENT OF PROPOSALS

9.1 This Bidding Process is classified as "**LOWEST PRICE**" and the evaluation and judgment of the proposals will be made according to the following criteria:

9.1.1 Price Proposals will be evaluated and judged if it complies with the requirements of this Bidding Process by the PTC. The PTC will classify BIDDERS using the "**LOWEST PRICE**" criteria for the aforementioned Bidding Process. The classification will be in order of increasing prices offered;

9.1.2 The deadline for judgment of the proposals shall be **fifteen (15) working days** from the date the Price Proposal envelope is opened and may be unilaterally extended upon notification by the **PTC**;

9.1.3 The **PTC** may request opinions from technicians or specialists employed by the Aeronautical Command or, also, from others individuals or legal entities, in order to guide its decision;

9.1.4 In case of a tie between two or more proposals, it will be resolved by a drawing, in the presence of all BIDDERS; and

9.1.5 During the Price Proposal assessment, the Winning Bidders(s) will be the one who offers the lowest price in their Price Proposal (**Annex II**), provided that:

a) Price Proposal shall be submitted in two decimal places; and

b) The Bidders shall indicate the total price proposed, including all additional costs, such as: taxes, fees and any other associate costs to the rendered of services, exempting BACE from paying any additional costs. To formulate the price proposal, interested parties must also be aware of Annex II of this Bidding Process.

10. DISQUALIFICATION OF PROPOSALS

10.1 After evaluation, a proposal will be disqualified if it:

a) does not meet the requirements contained in this Bidding Process;

b) presents offers not anticipated in this Bidding Process; and

c) presents manifestly unenforceable prices.

10.2 In the event of repetition of the Bidding Process and proposals where all BIDDERS are disqualified in accordance with clause 8.1(c)(iii) of this Bidding Process, the PTC may propose to BIDDERS a new deadline of 8 (eight) working days to submit new documentation, excluding the causes that have been the reason for the disqualification. The new proposals, **with no alteration of the original price**, must be presented in a public meeting, with the date to be informed by the PTC, observing the procedures of evaluation and judgment.

11 PROCESS APPROVAL AND AWARD OF THE OBJECT

11.1 The final result of the Bid will be registered in a minute of meeting, in which the **PTC** will register the **WINNING BIDDER(S)**, justifying, in detail, the reasons for the disqualification of the other Bids or statement of proposal unfeasibility.

11.2 Once the minute of meeting has been signed, the PTC will make publicly known in a public meeting and in the BACE website (www.bace.org.uk) the result of the judgment, establishing a deadline of **five (5) working days** for filing an appeal.

11.3 After the period for filing an appeal has ended, or the existing appeals have been analysed and completed, the minute of meeting will be submitted to the Head of BACE for approval and Award to the Winning Bidder(s). Once the process has been approved and the object awarded, the **WINNING BIDDER(S)** will be summoned to sign the Contract.

11.4 The Order or Minutes of the Decision from the Head of BACE regarding the process approval and award of the object will be disclosed through document which will be part of the process.

11.5 The **WINNING BIDDER(S)** will be required to maintain the commitment regarding its Bid during ninety (90) days from the delivery of the proposal. After this period it will be released from this commitment if it was not summoned to sign the Contract.

12 SIGNATURE OF CONTRACT

12.1 Upon approval of the Bid result and the Award to the WINNING BIDDER(S), it will have a period of **five (5) working days from receipt of the communication from BACE**, to sign the contract of this Bidding Process. This period may be extended once for an additional five (5) working days, when requested by the Winning BIDDER(S) provided that there is a good reason which is accepted by BACE at their sole discretion.

12.2 In attention to clause 13.4 of the Contract, the Winning Bidder shall provide the information about its legal representative with powers to receive citation and answer administrative and judicially on its behalf, within 2 (two) working days from the date of the Contract signature.

12.3 Until the date of the Contract signature, the Winning Bidder(s) shall provide to BACE:

12.3.1 Bank details in the United Kingdom, where BACE will make the payments;

12.4 In case that the WINNING BIDDER(S) fails to sign the Contract or withdraw the Purchase Order on time and under the conditions established, BACE may summon other BIDDERS, in rank order, to do it at the same period and under the same conditions as the Winning Bidder. The Winning Bidder shall not have any rights regarding the revoked award.

12.5 The unjustified refusal by the WINNING BIDDER to sign the Contract, accept or withdraw the Purchase Order within the period specified by BACE, will be considered as full non-compliance of the obligation undertaken under this Bidding Process and it will be subject to clause 10 of the Contract.

13 CONTRACT FOR THE RENDERING OF SERVICES

13.1 The Contract will be formalized by contractual terms, where is defined the obligation for the Contracted Party to be CONTRACTED, the systematic rendering of services, payment terms, contract renegotiation and the penalties for any breach of the obligations.

13.2 Under no circumstances may the CONTRACTED PARTY discontinue unilaterally the rendering of services on the grounds of non-compliance by BACE.

14. DURATION

14.1 The Contract duration will be the one stated in the item 4.1 of the Basic Project number 02/ATI/2020 (**Annex I**).

15 SUBCONTRACTING

15.1 Subcontracting is NOT allowed.

16. RENDERING AND DELIVERY OF SERVICE

16.1. The services must be provided by the CONTRACTED PARTY under the terms of the Contract and in accordance with Basic Project No. 02/ATI/2020 (**Annex I**).

16.2. Once the respective service has been received by the Controller, and upon issuing the latter's authorization, the CONTRACTED PARTY shall bill the corresponding expense, which will be paid by the CONTRACTING PARTY.

17. PAYMENT METHODS

17.1 Payment will be made according to clause 3 in the Contract .

17.2 All payments must only be performed in BRITISH POUNDS STERLING (£) to an international bank account which should be provided by the CONTRACTED PARTY prior to the date of the signature of the Contract.

17.3 Any Invoice which has not been approved by BACE shall be returned to the Contracted Party for the necessary corrections, informing the reasons for the refusal. The invoice new payment period will start from the date of the resubmission.

18. CHALLENGE OF THIS BIDDING PROCESS



18.1 Any citizen may challenge, in writing, the terms of this Bidding Process up to 2 (two) working days from the date established for submission of Qualification and Price Proposal Envelopes and opening of the Qualification Envelopes.

18.2 A challenge to this Bidding Process shall be submitted to email bid@bace.org.uk or registered in the General Protocol Department of BACE, located at 16 Great James Street, London, WC1N 3DP, and addressed to the President of the PTC.

18.3 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.

18.4 A timely appeal submitted by BIDDERS will not prevent them from participating in the Bid until the final decision on the appeal has been taken.

19. ADMINISTRATIVE APPEAL

19.1 An appeal against any act of PTC should be submitted to email bid@bace.org.uk or registered in the Registry Department at BACE located at 16 Great James Street, Holborn, London – United Kingdom, WC1N 3DP, for the attention of 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.

19.2 During the appeal period, the process file will be open for the examination by BIDDERS at a place determined by the PTC. Under no circumstances shall those records be removed from the premises.

19.3 The appeal judgment results will be sent to all Bidders by letter, fax or email.

19.4 The following appeals will be admitted to the BACE's actions during this Bidding Process:

19.4.1 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:

- a) qualification or disqualification of Bidders;
- b) proposal judgment;
- c) annulment or revocation of the Bidding Process;
- d) refusal from registration in the suppliers database, or the alteration or cancellation of exiting registration;
- e) contract rescission by unilateral decision from BACE; and
- f) imposition of written warning or temporary suspension penalties.

19.4.2 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.

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

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

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

20. BUDGET

20.1 The costs for executing the object of this Bidding Process shall be funded by the Ministry of Defence, available through the Nature of Expenditure 33.90.40, in ACTION 20XV.

21. ADMINISTRATIVE SANCTIONS

21.1 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.

21.2 The penalties provided for in items "a" and "b" of clause 21.1. shall apply, as appropriate, as follows:

21.2.1 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 two (2) working days to remedy the breach, without prejudice to the penalties set out in clause 19.1.(b).

21.3 The warning referred to in clause 21.1(a) shall not prevent BACE from terminating the Contract and applying the penalties set out in clause 21.1(b).

21.4. 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.

21.5. 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.

22 INSPECTION OF SERVICES RENDERED

22.1 The Contract will be faithfully executed by the parties and it will be controlled by an Agent, Commission or designated Body (the "Controller"), published in Internal Bulletin and informed to the CONTRACTED PARTY about the Controller's composition, in accordance with clause 8 of the Contract.

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

22.3 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.

22.4 The CONTRACTED PARTY is obliged to remedy when notified by the CONTROLLER, in accordance with Basic Project number 02/ATI/2020.

23. PRICE ADJUSTMENT

23.1 Price of services contracted for a period equal to or superior to 12 (twelve) months may be adjusted every 1 (one) year from the date of its signature, upon presentation of the variation demonstrated by a cost sheet submitted by the CONTRACTED PARTY, and approved by the CONTRACTING PARTY.

24 ADDITIONS AND SUPPRESSIONS

24.1 Additions and/or suppressions will always be made based on opinions or justifications and will be formalized through an amendment to the original contract, according to the clause 11 of the Contract.

25. REVOCATION AND ANULLMENT OF BIDDING PROCESS

25.1 The Head of BACE may revoke this Bidding at any time, if there are reasons of public interest for doing so. In this case there must be factual evidence to justify such conduct. The Head of BACE will then annul it by notice in writing to that effect to all parties.

25.2 The annulment of the Bidding Process, by reason of illegality, generates no obligation on BACE or rights for the BIDDERS.

26. FORUM

26.1 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the English Law.

27. FINAL PROVISIONS

27.1 Any request for clarification of this Bidding Process and its appendices should be sent in writing, email or facsimile, until the second business day preceding the opening of "Qualification and Price Proposal" envelopes, which is, until the second previous working days of the qualification envelopes opening, 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.

27.2 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.

27.3 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.

27.4 Any cases not described in this Bidding Process shall be resolved by the Head of BACE based on the legislation in force.

27.5 In case of divergence between this Bidding Process and its Annexes or other parts that compose the process, this Bidding Process will prevail.

27.6 In case of queries and / or controversies arise during the process, in particular regarding interpretation of this instrument and its Annexes, the Portuguese language shall prevail.

27.7 Participation in this Bidding Process means total, unrestricted, and irrevocable submission by the BIDDER to the condition in this Bidding Process.

27.8 Decisions from the Permanent Tender Commission will be available at BACE website and notified directly, via e-mail or letter, to the Bidder's legal representatives, especially regarding to:

27.8.1 Clarification request;

27.8.2 Qualification or disqualification of Bidders;

27.8.3 Proposals judgment;

27.8.4 Appeals results, if any; and

27.8.5 Result of this Bidding Process.

28.9 The following attachments are part of this Bidding Process:

28.9.1 ANNEX I – Basic Project 02/ATI/2020;

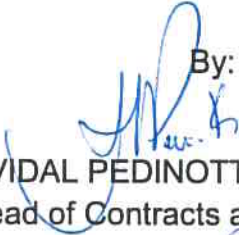
28.9.2 ANNEX II – Price Proposal Template;

28.9.3 ANNEX III – Draft of Legal Representative Letter;

28.9.4 ANNEX IV – Draft of Bidder's Declaration, according to item 6.2, letter "a".;

London, 17th November 2020.

By:


AMANDA VIDAL PEDINOTTI DA SILVA Ten Cel Int
Head of Contracts and Acquisitions

APPROVAL:


Jorge Mauricio Motta Cel Av
Head of BACE



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE



BASIC PROJECT N° 02/ATI/2020

1-OBJECT:

This basic project detailing the general conditions to be met in the implementation of a multimedia communication service for all computers of the Brazilian Aeronautical Commission in London (CABE), via optical fiber, with a transmission rate of 100 (one hundred) megabits per second (Mbps) or higher, "full duplex", symmetrical, to be executed continuously for 36 (thirty six) months, 6 public IP'S valid, according to the Service Levels contained in the annex "Service Level Agreement".

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 for a multimedia communication service, via optical fiber, with a transmission rate of 100 (one hundred) megabits per second (Mbps) or higher, "full duplex", symmetrical, to be executed continuously for 36 (thirty six) months, 6 public IP'S valid, according to the Service Levels contained in the annex "Service Level Agreement".

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:

5.1 - Strive for receiving the service, and the payment thereof is made within the period specified in this basic project;

5.2 - Resolve all doubts requested by bidders and / or contracted; and

5.3 - 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:

6.1 - Employ trained professionals in the assignment and shall be sealed completely subcontract services;

6.2 - Comply with the provisions relating to labor and social security laws, in particular regarding the Occupational Accident Insurance;

6.3 - Coping with the cost of transport, food, lodging and welfare of its employees involved with the services listed in this basic project;

6.4 - arrange for the charge of services to be presented to the supervisor early in the Contract execution and when requested by the Inspection;

6.5 - Make the payment of taxes, fees and other financial obligations that may focus on the performance of services;

6.6- 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;

 2

6.7 - 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. ; and

6.8 - Follow the requests presented in the Annex "Service Level Agreement".



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 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.

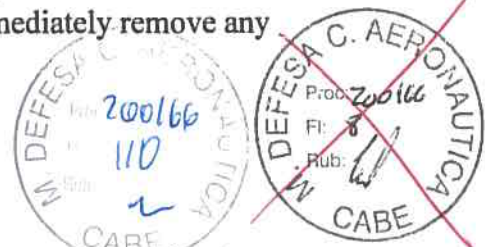
9.3 - The present Supervision will not diminish the responsibility of the Contractor as the perfect execution of the contracted services.

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 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.


12 - THE ESTIMATED COST

12.1 - The estimated annual cost is GBP £5,724.00 including VAT.

13 - GENERAL PROVISIONS

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

London, 04th August 2020.


ANDERSON DAMIÃO MORAES DIAS Ten Cel Int
Chefe da ATI

Object Overview

Multimedia communication service, via optical fibre, with a transmission rate of 100 (one hundred) megabits per second (Mbps) or higher, "full duplex", symmetrical, to be executed continuously for 36 (thirty six) months, 6 public IP'S valid, according to the Service Levels contained in the annex "Service Level Agreement".

Service Level Agreement (ANS)

The term Service Level Agreement (ANS) for purposes of application in this contract and its resulting contract is understood to be the establishment of the rules jointly and severally established between the CONTRACTING PARTY and the CONTRACTED PARTY, according to the indices defined below, not subject to subsequent modifications.

01 - Parameters: Performance and Quality	
Index N° 01 - Availability	
Item	Description
Goal	Ensure the highest possible availability of contracted services.
Index definition	The availability indicates the percentage of time, during the period of one month operating 24 (twenty four) hours a day, 7 (seven) days a week, in which the contracted service remains in normal operating condition, according to the indices established in this ANNEX .
Calculation method	<p>Availability calculation will be based on the number of minutes the service has been available in a month, according to the formula below:</p> $D \% = \{[(DR + IJ) / DP] \times 100\}$ <p>Onde:</p> <ul style="list-style-type: none"> D % = Percentage availability DR = Actual availability in the month => number of minutes in the month that the service was available; IJ = Unavailability Justified in the month => number of minutes in the month that the service was unavailable and was justified; DP = Estimated Availability => total number of minutes in the month. It should be noted that the Justified Unavailability (IJ) results from: <ul style="list-style-type: none"> a) Maintenance periods in the interest of the CONTRACTING PARTY; b) Scheduled interruptions previously agreed between CONTRACTOR and CONTRACTOR; c) Failure in the infrastructure of the CONTRACTING PARTY's responsibility; and d) Force majeure reasons. <p>In calculating Availability (D%), Justified Downtime (IJ) does not therefore penalize the CONTRACTOR. Scheduled interruptions will be negotiated at least seven days in advance.</p> <p>Unavailability can be calculated using the formula below:</p> $I \% = 100\% - D \%$ <p>Where:</p> <ul style="list-style-type: none"> D % = Availability in percentage, calculated by the formula above. I% = Unavailability in percentage
Form of monitoring	The availability reports generated by the CONTRACTOR, as well as the consolidated failure history from the previous month, will be presented with the invoice, according to the established by the calculation method previously described. The CONTRACTING PARTY may generate its own reports, to be compared with the reports of the CONTRACTED PARTY.
Frequency	Monthly.
Services monitored and goals of availability	<p>Provision of multimedia communication services, with data transmission rates 50 (fifty) megabits or higher, "full duplex".</p> <p>Monthly availability target: greater than or equal to 99,5%.</p> <p>Note: <i>Traffic shaping</i> services will not be tolerated by the CONTRACTOR.</p>

01 – Parameters: Performance and Quality	
Index N° 02 – Maximum error rate	
Item	Description
Goal	Ensure the highest efficiency in the communication processes of the contracted services.
Index definition	Relationship between the units of information received in error and the total of units of information received, over a period of time.
Measurement method	This rate is obtained by dividing the number of packets with errors transmitted or received by the total number of packets transmitted or received, and will be measured between the CONTRACTING PARTY's edge assets.
Form of monitoring	The measurement of this parameter must be part of the Receipt Book for the activation of the circuit. After activating the circuit, the measurement of this parameter must be presented on demand, upon request by the CONTRACTING PARTY.
Latency goals	A taxa de erros deverá ser menor que 1×10^{-6} (um bit errado para cada um milhão de bits transmitidos).

01 – Parameters: Performance and Quality	
Index N° 03 – Available bandwidth	
Item	Description
Goal	Ensure the highest efficiency in the communication processes of the contracted services.
Index definition	Maximum transfer rate in Mbps, both for download and upload.
Measurement method	The rate is obtained through SNMP monitoring on the contractor's edge router or similar tool installed by the Contractor. The maximum rate is obtained by stressing the link and observing if it has a limitation of its maximum value.
Form of monitoring	The measurement of this parameter must be part of the Receipt Book for the activation of the circuit. After activating the circuit, the measurement of this parameter must be presented on demand, upon request by the CONTRACTING PARTY.
Latency goals	The maximum transfer rate cannot be less than 97% of the contracted band, otherwise the link will be considered unavailable until the problem is resolved.

02 – Parameters: Service and Deadlines	
Index N° 01 – Deadline for recovery of services	
Item	Description
Goal	Ensure the highest efficiency in terms of recovery of contracted services.
Index definition	It is the time elapsed between the request made by the CONTRACTING PARTY with the CONTRACTOR for a correction of failure or measurement, due to the detection of an anomaly in the services.
Measurement method	The elapsed time will start when the telephone call is made requesting the repair. The CONTRACTOR shall provide the number, time and name of the person who opened the Order of Service. The CONTRACTOR shall inform the CONTRACTING PARTY of the closing time of the Order of Service.
Form of monitoring	Service Order start and close time.

Interruption Discount

The CONTRACTOR will grant a proportional discount to the interruption period. The discount will be credited to the billing document for the subsequent month and will be granted through the following calculation:

$$V = VA * (DR + IJ) / DP$$

Where:

V is the final amount to be paid, after applying the discounts;

VA is the monthly Access Value;

DR is the Actual Availability in the month (number of minutes in the month that the service was available);

IJ is the Justified Downtime in the month (number of minutes in the month that the service was unavailable and was justified); and

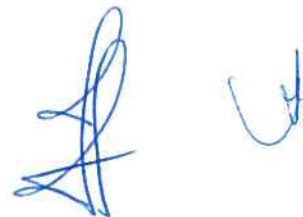
DP is the Expected Availability (total number of minutes in the month).

Monthly reports

The CONTRACTOR shall generate monthly reports with regard to the parameters of performance and quality (availability and maximum error rate). These consolidated reports must be sent together with the monthly invoice.



**ANNEX I
BASIC PROJECT**

Handwritten signature and initials in blue ink, located at the bottom right of the page. The signature is a stylized, cursive name, and the initials are 'CJ'.

**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. **34/BACE/2020**

PRICE PROPOSAL

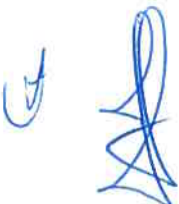
Our offer relating to BIDDING PROCESS **34/BACE/2020** is as follows:

Item	Description	VALUE in Pounds (Numeric)	VALUE in pounds (in words)
A	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 (BACE), having an access line with 100mbps speed/100.for 3 years		

Our PRICE PROPOSAL to the BIDDING PROCESS **34/BACE/2020** (Item A) is GBP _____ pounds) for three 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 IV
DRAFT OF BIDDER'S DECLARATION**

TO BE PRINTED ON LETTERHEAD PAPER

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

**TO
BRAZILIAN AERONAUTICAL COMMISSION IN EUROPE
FAO: PERMANENT TENDER COMMISSION**

RE: Bidding Process Nº 034/BACE/2020 (6.2, "a")

BIDDER INFORMATION

Company's legal name:

Company's legal owner/managing director:

Company's address:

VAT/Tax Identification number is:

DECLARATION

I, [_____], identified by ID/Passport Number [delete as appropriated] Number [xxxxxxxxxxxxxx], and legal owner/managing director of (Company's legal name) herewith declare, that we are not facing bankruptcy, insolvency, suspended or barred from taking part of any bidding process or from any other commercial transaction, Federal, State or Agency.

I fully accept and understand the conditions and requirements therein, as well as applicable legislation on the matter and confirm full knowledge of the content of this Bidding Process and its annexes.

Please find enclosed copy of my valid ID/Passport within this letter.



Name
Managing Director
Company's name