

**MINISTRY OF DEFENSE
BRAZILIAN NAVY
NAVY COMMUNICATIONS AND INFORMATION TECHNOLOGY DIRECTORATE**

TERM OF REFERENCE

ONLINE REVERSE BID AUCTION

BID PROCESS N° 04/2023

APPENDIX: Technical Specifications of Antennas

BRAZILIAN NAVAL COMMISSION IN WASHINGTON
5130 MacArthur Blvd., NW, Washington, DC 20016-3316

TERM OF REFERENCE
BID PROCESS N° 04/2023
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1. OBJECT

1.1 Acquisition of 3 (three) broadband HF whip antenna units for operation between 2 and 30 MHz, NSN 5985-200-01-9925, reference model VBBA 2-30, to meet the supply of HF whip antennas broadband of the Naval Resources of the Brazilian Navy, under the terms of the table below, following the conditions and requirements established this Term.

ITEM	SPECIFICATION	NSN	UNIT OF MEASUREMENT	QUANTITY
1	VBBA 2-30 Antenna	5985-20-001-9925	UN	3

1.2 The object presented are characterized as common since they have performance and quality standards that can be objectively defined through a public instrument, through specifications that are typical in the market.

1.3 The object presented does not qualify as a luxury good, according to Decree No. 10,818 of September 27, 2021.

2. LEGAL GROUNDS AND DESCRIPTION OF THE NECESSITY

2.1 Reason for the need for the acquisition:

2.2 This acquisition is justified because it is within the scope of Navy Priority Goal N° 11 (Revitalization / Modernization of SISCOM) and because it aligns with Naval Objective N° 7 ("Obtain full operational capacity") of the Navy Strategic Plan - PEM 2040 and Sector Management Objective (OBSET) N° 12 ("Contribute to the Restructuring of the Navy Communications System"), provided for in the Material Sector Management Plan (PDS);

2.3 The justification for choosing the model is that it presents technical characteristics that meet the High Frequency (HF) radio communication requirements established for Brazilian Navy instruments.

2.4 The acquisition of 3 units of the High Frequency (HF) broadband whip antenna from NSN 5895-20-001-9925 aims to meet the provision of broadband HF whip antennas for Naval Resources to "Obtain full operational capacity" and "Contribute to the Restructuring of the Navy Communications System."

3. HIRING REQUIREMENTS

Sustainability

3.1 This acquisition must be informed by the criteria of environmental sustainability, based on Law n° 12.187/2009, combined with the international commitments assumed by the Brazilian government, so that the winner of the bid, if possible, prioritizes recycled and recyclable products compatible with standards of socially and environmentally sustainable consumption.

Subcontracting

3.2 Subcontracting is permitted; however, the Contracted Party will remain responsible for compliance with the Contract.

3.3 Subcontractors must be legally founded companies. However, the Contracted Party is solely responsible for the conduct and performance of its Subcontractors, including any irregularity committed by them, any violation of the Contract, illegalities, and negligence.

Hiring guarantee

3.4 There is no requirement for a Contract guarantee.

4. DELIVERY CONDITIONS

4.1 The delivery of the material must include transporting the items directly to Brazil within a maximum period of 140 days after signing the Contract. The Contracted Party must send the material to the following consignee ("Notified Party" must be the same as the recipient):

Centro de Distribuição e Operações Aduaneiras da Marinha
CNPJ 00.394.502/0382.06,
Av. Brasil, 10500 - Olaria - Rio de Janeiro, RJ - 21012-350 BRASIL
Tel: +55-21-2101-0057 / 0567 - E-mail: cdam.importa@marinha.mil.br
Contract Number: _____.

4.2 Suppose the Contracted Party anticipates or presents difficulties that impact the delivery schedule. In that case, the Contracted Party shall notify the Contracting Party in writing immediately, providing relevant details (including an indication of the cause(s) and the Contractor's efforts to maintain the schedule).

4.3 Suppose the Contracted Party do not comply with the schedule established in the Contract. In that case, the BNCW reserves the right to request accelerated shipment to compensate for the respective delay, at the Contracted Party expense, without the burden of any additional costs associated with the such shipment.

4.4 Delivery must be made following INCOTERM 2020 – CIF - Port of Rio de Janeiro, Brazil. Unless used as a cargo service, it is expressly prohibited to use any courier service (DHL, UPS, FedEx) for direct shipment to Brazil.

4.5 To allow customs clearance of the Object in Brazil, the Contracted Party must provide the shipping documents listed below in order to obtain the BNCW authorization for delivery:

- a) Invoice;
- b) Export License or a Declaration that no Export License is required
- c) Packing List;
- d) Draft of the BL;
- e) Proof of insurance covering at least 110% of the value of the Contract in favor of CNBW;
- f) MSDS and IMPG / DGD, if any material is considered hazardous.

4.6 All deliveries arranged by the Contracted Party must obtain approval from the BNCW Shipping Coordinator before shipment. If any instruction is required, the BNCW Shipping Coordinator may be contacted via email at cnbw.shipment@marinha.mil.br / Phone: (202) 244-3950 ext. 334.

4.7 For direct shipment to Brazil, without prejudice to the provisions of INCOTERMS 2020, ICC Publication No. 723E, if the Material cannot be cleared by the Brazilian Navy and has to be kept in storage by the customs authorities due to the Contracted Party's negligence concerning the shipping documentation, any storage charges will be their responsibility.

4.8 The packing list and the package label must contain the consignee information below:

Centro de Distribuição e Operações Aduaneiras da Marinha
CNPJ 00.394.502/0382.06,
Av. Brasil, 10500 - Olaria - Rio de Janeiro, RJ - 21012-350 BRASIL
Tel: +55-21-2101-0057 / 0567 - E-mail: cdam.importa@marinha.mil.br
Contract Number: _____.

4.9 Following international shipping requirements, all wooden packaging (boxes, skids) must meet all ISPM-15 (International Standards for Phytosanitary Measures N° 15) standards for heat treatment.

4.10 The Contracted Party shall obtain any export license or other official authorization at its own risk and comply, where applicable, with all customs formalities necessary to export the product's goods/services to Brazil, following INCOTERMS 2020, Publication ICC No. 723E. The BNCW will not pay any costs for export license applications.

Warranty

4.11 The warranty will be provided to keep the equipment supplied in perfect condition of use, without any burden or additional cost to the End User/Contracting Party, within the guarantee period.

4.12 The warranty covers corrective maintenance of the goods by the Contracted Party himself or, if applicable, through authorized technical assistance following specific technical standards.

4.13 Corrective maintenance is intended to correct defects presented by the goods, including replacing parts, making adjustments, repairs, and necessary corrections.

4.14 Parts that present vices or defects during the warranty period must be replaced with new, first-use, original ones with quality and performance standards equal to or greater than those of the parts used to manufacture the equipment.

4.15 Once notified, the Contracted Party will repair or replace the defective or defective goods within up to **90 (ninety) days**, counting from the date of removal of the equipment from the Administration's premises by the Contracted Party or authorized technical assistance.

4.16 The period indicated in the previous sub-item, during its course, may be extended once, for an equal period, upon written and justified request from the Contracted Party and accepted by the Contracting Party.

4.17 The cost of transporting equipment covered by the warranty will be the Contracted Party's responsibility.

5. CONTRACT MANAGEMENT

5.1 The **PARTIES** must faithfully execute the Contract following the agreed clauses, and each party will be responsible for the consequences of its total or partial non-performance.

5.2 In case of impediment, stoppage order, or suspension of the Contract, the execution schedule will be automatically extended for the corresponding time, such circumstances may be noted by notification.

5.3 Communications between the agency or entity and the winning bidder must be in writing whenever the act requires such formality, admitting the use of electronic messages for this purpose.

5.4 The agency or entity may also summon a representative of the winning bidder to adopt measures that must be complied with immediately.

5.5 The execution of the Contract must be monitored and inspected by the Contract supervisor(s) or their respective substitutes.

5.6 The End User will monitor the execution of the Contract so that all the conditions established in it are fulfilled to ensure the best results for the Administration.

Technical Management

5.7 The technical execution of the Contract will be supervised by Commander Ricardo Corrêa Linhares.

6. PAYMENT CRITERIA

Receipt of the object

6.1 It is understood and agreed that the End User will inspect the products upon arrival at their destination in Brazil. In this inspection, the End User will have the right to reject the defective material or repair that does not comply with the requirements of Bidding Process N° 04/2023 (Electronic Reverse Bid Auction), the Contract, and its annexes.

6.2 In case of rejection, the End User will notify the winning bidder, who must accept the return of the defective item and replace it with a new one that strictly complies with the applicable specifications and requirements within a maximum of **90 (ninety) days**. The return and replacement of the rejected item will be at the risk and expense of the winning bidder.

6.3 The inspection referred to in this item does not exclude or reduce the winning bidder's liability, including third parties, for any irregularity, even if resulting from technical imperfections or redhibitory vices, and, in the event of this, does not imply co-responsibility of the Administration or its agents and agents.

Settlement

6.4 If there is an error in the presentation of the invoice or equivalent billing document or circumstances that prevent the settlement of the expense, it will be suspended until the Contracting Party provides remedial measures, restarting the period after proving that the situation has been regularized, free of charge to the Contracted Party;

Payment Term

6.5 The deadline for payment is **30 (thirty) days** after certification of complete delivery and inspection of the items in Rio de Janeiro, Brazil. The End User, after said inspection, will authorize the payment.

Form of payment

6.6 Payment will be made by wire transfer to the account provided by the Contracted Party.

6.7 Payment is subject to discounts from administrative penalties due to non-compliance with contractual performance.

6.8 The Contract provides further detail of the rules that will apply concerning the payment.

7. SUPPLIER SELECTION FORM AND CRITERIA

Form of selection and criterion for judging the proposal

7.1 The supplier will be selected by a bidding procedure through an **Online Reverse Bid Auction**, adopting the lowest price judgment criterion.

Delivery Method

7.2 Delivery of the object must be complete.

Qualification requirements

7.3 For qualification purposes, the bidder must provide the following documents:

Legal Qualification

7.3.1 Identity Card and complete identification of the bidder, with the respective title of its representative, complete address, e-mails, and telephone numbers for contact;

7.3.2 Copy of the company's articles of incorporation if available, business license or permit and certificates of registration if available;

7.3.3 Government-issued authorization document for the exercise of the bid object (sales tax permit or resale certificate);

7.3.4 Company tax identification number (TIN) and tax clearance certificate;

7.3.5 Certificate of good standing and certificate of liability insurance (proof of insurance);

Technical Qualification

7.3.6 Proof, provided by the bidder, that it received the documents and that it became aware of all the information for the fulfillment of the obligations object of the bidding;

7.3.7 Letters of recommendation, good performance, or guarantees provided by authorities or entities that regulate the related commercial activity.

Economic-Financial Qualification

7.3.8 Balance sheet and income statements for the last fiscal year, or equivalent documents, that prove the good financial situation of the company, their replacement by trial balances or provisional balance sheets being prohibited, and may be updated by official indices when closed for more than **3 (three) months** from the date of proposal submission;

7.3.9 A declaration that it is not in bankruptcy, in the case of a legal entity, or of asset execution, in the case of an individual.

7.3.10 Suppose it is impossible to present a qualification document due to local legislation. In that case, an equivalent document must be presented, or a formal justification must be made to the BNCW explaining the reasons for the impossibility.

8. SUPPLIER REGISTRATION

8.1 Companies participating in bidding process N° 04/2023 must be previously registered as an approved supplier with the BNCW.

8.2 The guidelines for registering suppliers are available on the BNCW's website.

9. BUDGET ALLOCATION

9.1 Expenses to attend this bidding process are programmed in a specific budget allocation, foreseen in the Union budget for the 2023 fiscal year, in the classification below:

Management/Unit:	00001
UGR/UGE:	52131/70200
PTRES:	195267
INTERNAL ACTION:	Y.3E5.01.0.0.1.OW
Nature of Expense:	449052

10. INTELLECTUAL PROPERTY RIGHT

10.1 The Contracted Party ensures that the Antennas (NSN) 5985200019925 models acquired do not violate any previous patent registration granted in Canada and Brazil, copyright, commercial secret, or other intellectual property rights.

10.2 The Contracted Party agrees to exempt and protect the BNCW against any liability, including, without limitation, costs, expenses, and attorneys' fees for or because of any actual or alleged infringement of any patent, copyright, trade secret, or intellectual property right arising of the design, manufacture, use, sale, delivery or disposal of the Equipment provided under this Agreement.

Washington, DC, October 16th, 2023.



RICARDO CORRÊA LINHARES

Commander

Operational Equipment Manager Assistant

ANNEX A

ANTENNA CHARACTERISTICS

A.1 Electrical Characteristics:

Frequency range	2 - 30MHz
Polarization	Vertical
Power rating	3kW CW, 5 kW PEP
Azimuth coverage	Omnidirecional, \pm 3dB
VSWR	Less than 2.0:1
Input impedance	50 Ω
Input connection	7/8 EIA Flange

A.2 Mechanical characteristics:

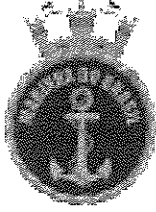
Antenna type	whip
Antenna overall length	35 ft 1 in \pm 1 in (10.69 m, \pm 2,54 cm)
Antenna weight	250 lbs (118 kg)
Radiant element	Aluminium
Integral base/insulator	Epoxy fiberglass
Finish	HAZE GRAY SILICONE ALKYD ENAMEL PER TT-E-490, COLOUR 26270 PER FED-STD-595

A.3 Environmental Characteristics:

Temperature	-50° C a 65° C (-60° F to 150° F)
Relative humidity	0 - 100%
Vibration	MIL-STD-167-1 Type 1
Wind velocity	140 mph (224 km/h)
Ice loading	4.5 lbs/sq ft (22 kg/m ²)
Schock	MIL-S-901 Grade A

Rio de Janeiro, 26 de Maio de 2023.

APPROVAL: FÁBIO ALEXANDRE LEAL DA SILVA Captain (Engineers Corps) Telecommunications Superintendent Brazilian Navy Communications and Information Technology Head Department	TECHNICAL RESPONSABILITY: MADJER DE ANDRADE MARTINS Lieutenant Commander (Engineers Corps) R&D Division Assistant Brazilian Navy Communications and Information Technology Head Department
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VERIFICAÇÃO DAS ASSINATURAS



ARQUIVO: Anexo_Termo-de-Referencia_ING_VBBA.pdf
Código de verificação: DGP5-YP5Y-P4XL-WJSA

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