



**MINISTRY OF DEFENSE  
BRAZILIAN NAVY  
BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

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**ANNEX A**

**TERM OF REFERENCE**

**ONLINE REVERSE BID AUCTION**

**BID PROCESS N° 08/2023**

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PROCESS N° (NUP): **63150.002822/2023-26**

**TERM OF REFERENCE  
BID PROCESS N° 08/2023  
ONLINE REVERSE BID AUCTION**

**1. OBJECT**

1.1 Hiring a service to handle the booking, issuance, and delivery of both domestic (within the United States of America) and international airline tickets for flights that originate from the United States of America or, in some instances, from countries in the Americas, China, Korea, and Japan (BNCW's area of jurisdiction).

1.2 The estimated quantity is 350 airline tickets over **12 (twelve) months**.

1.3 The judging criterion adopted will be the lowest price per booking service, observing the requirements contained in the Notice, in this Term, and in the Contract regarding the specifications of the object.

1.4 The service to be provided is characterized as a common service, bearing in mind that performance and quality standards can be objectively defined in the Notice through standard specifications in the market, following item XIII of art. 6 of Law N°. 14,133/2021, in line with local peculiarities.

1.5 The Contract is valid for 365 days from the signing of the Contract, following article 105 of Law N°. 14,133 of 2021.

1.6 The purpose of this Contract does not qualify as a luxury good, according to Decree N°. 10,818, of September 27, 2021.

**2. LEGAL GROUNDS AND DESCRIPTION OF THE NECESSITY**

2.1 The basis for the contracting and its quantities are detailed in the Preliminary Technical Studies.

**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 Partial subcontracting is permitted; however, the Contracted Party will remain responsible for fulfilling the contract.

3.2.1 Subcontractors must be legally established companies. However, the Contracted Party is solely responsible for the conduct and performance of its subcontractors, including any irregularity committed by them, any breach of contract, illegalities, or negligence.

#### Hiring guarantee

3.3 There is no requirement for a Contract guarantee.

#### 4. OBJECT EXECUTION MODEL

4.1 When the Contracting Party presents a "Request for Quotation" to the Contracted Party, they must act as follows:

a) Acknowledge receipt of the e-mail as soon as possible;

b) On business days, from **9 am** on-wards, quotations must be sent to BNCW within **2 (two) hours** from the time of request and must contain all pertinent information, such as seat class, airline, dates, city of origin, connecting cities, stopover, destination city, total duration of the trip, amounts to be charged;

c) There must be at least **3 (three)** proposals to compare with the following conditions:

I – Non-stop flights or fewer connections and lower prices.

II – In case of return to Brazil, flights that allow the majority of checked bags;

III – All domestic flights must be refundable.

d) When the Contracting Party submits a "travel request," the Contracted Party must act as follows:

I – Acknowledge receipt of the e-mail as quickly as possible;

II – On the same day, the reservation must be confirmed;

III – The travel ticket must be issued within a maximum period of **15 (fifteen) days** from the date of the "travel request";

IV – When the "travel request" is submitted to the Contracted Party, the main passenger must be contacted before issuing the ticket. If by chance the Contracted Party has any difficulty in reaching the passenger, the Contracting Party must be contacted before issuing the ticket;

V – The Contracted Party must issue a ticket specified in the Request Document indicating the departure and arrival destinations, but subject to the beneficiary's itinerary, as long as it is within the ticket budget authorized by the request. The beneficiary will bear any additional costs resulting from the change in ticket issuance and any refunds sent to the Contracting Party. The only mandatory information on the invoice regarding the itinerary is the departure and arrival

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destinations, as requested. Any other services to be provided by the agency to the beneficiary must be negotiated between both parties, and the Contracting Party will not be responsible for any additional costs.

4.2 Provide telephone, e-mail, or other means of communication **24 (twenty-four) hours a day, 7 (seven) days a week**, in order to process the request and issue the ticket in less than **12 (twelve) hours** from the request.

4.3 Provide a help-desk service **24 (twenty-four) hours a day, 7 (seven) days a week**, available to assist beneficiaries in flight cancellation, overbooking, or other similar incidental situations.

4.4 Respond to regular transportation requests within **24 (twenty-four) hours** of receiving the Air Ticket Request Form;

4.5 Deliver, at no additional cost, the ticket(s) to personnel supported by the Brazilian Naval Commission in Washington, USA, and other countries.

4.6 The Contracted Party must assume any charges relating to salaries, overtime, additional social charges, and others relating to its employees.

4.7 The Contracted Party must assume responsibility for tax and commercial expenses arising from this contract.

## 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 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.

5.6 The Contracting Party will monitor the execution of the Contract, so that all conditions established in the Contract are met to ensure the best results for the Administration.

## Technical Management

5.7 The execution of the Contract will be monitored and supervised by the HR Division of the BNCW.

### 6. MEASUREMENT AND PAYMENT CRITERIA

6.1 Invoices issued by the Contracted Party must strictly comply with the Contract and any changes that may have been agreed upon and signed by the parties.

6.2. Invoices must be issued by the Contracted Party on letterhead and sent to BNCW in physical or digital form.

6.3. All invoices must contain the Contracted Party's bank information for payment.

6.4 The invoice must be original and must provide the following information:

- a) Name of the Brazilian Naval Commission in Washington;
- b) Contract number;
- c) Travel Request Number;
- d) User name;
- e) Departure and arrival destination, according to Request;
- f) Final ticket price with discounts and service fee if applicable;
- g) Airline Ticket Request Form, with completed and signed confirmation;

6.5 Whenever the Contracted Party receives a commission from the airline, no service charge shall be applied to the price.

6.6 The Contracted Party must facilitate monitoring market prices to verify the prices' adequacy.

6.7 The Contracted Party must be able to provide invoices including only the items mentioned in this section (invoices that contain additional data or do not contain all required data must be returned for corrections). Any additional costs not previously authorized by the Contracting Party must be the sole responsibility of the Beneficiary.

6.8 Any refunds due to cancellation of airline tickets must be redirected to the Contracting Party.

6.9 The Contracting Party will apply a control routine to verify the adequacy of the "Price" charged by the Contracted Party compared to average market prices.

6.10 Whenever the Contracted Party receives a commission from the airline, no service charge shall be applied to the "price."

### **Liquidation**

6.11 If there is an error in the presentation of the invoice or equivalent billing instrument or circumstance that prevents the payment of the expense, it will be suspended until the Contracted Party provides remedial measures, restarting the period after proof of regularization of the situation, free of charge to the Contracting Party.

### **Payment Term**

6.12 The Contracting Party will pay the Contracted Party within the period stipulated in their Proposal, at least **30 (thirty) days**.

Form of payment

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

6.14 Payment is subject to discounts resulting from administrative penalties due to non-compliance with contractual execution.

## **7. SUPPLIER SELECTION FORM AND CRITERIA**

### **Form of selection and criterion for judging the proposal**

7.1 The supplier will be selected through a **BIDDING** procedure, through an **ELECTRONIC AUCTION**, with the adoption of the judgment criterion for the lowest price per service

### **Qualification requirements**

7.2. For qualification purposes, the bidder must prove the following requirements:

#### **Legal Qualification**

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

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

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

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

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

## Technical Qualification

7.2.6 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;

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

## Economic-Financial Qualification

7.2.8 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;

7.2.9 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.

7.2.10 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. CONTRACT ESTIMATED AMOUNT

8.1 The total estimated cost of the contract is **USD 350,000 (three hundred and fifty thousand dollars)**, considering the issuance of **350 tickets over a 12 (twelve) month period at an estimated unit cost of \$1,000 (one thousand US dollars)**.

## 9. BUDGET ALLOCATION

12.1 The expenses to comply with this bidding process are foreseen in the Multi-Year Plan and are programmed in a specific budget allocation, predicted in the Union budget for the year of 2023, in the classification below:

Management/Unit:	70200
PTRES:	1747702
INTERNAL ACTION:	B481TB002OJ
Nature of Expense:	339033

## 10. ADMINISTRATIVE SANCTIONS

10.1 Administrative sanctions are described in the Contract.

Washington, DC, December 05<sup>th</sup>, 2023.

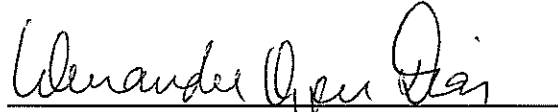


**LUIZ CARLOS REIS DE LIMA**

CDR – Brazilian Navy  
Head of the HR Division

Approved by:

Washington, DC, December 05<sup>th</sup>, 2023.



**ALEXANDRE VIZEU DIAS**

CAPT – Brazilian Navy  
Authorizing Officer  
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