



**MINISTRY OF DEFENSE
BRAZILIAN NAVY
MARINE CORPS MATERIEL COMMAND**

TERM OF REFERENCE

ONLINE REVERSE BID AUCTION

BID PROCESS N° 05/2023

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

TERM OF REFERENCE
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1. OBJECT

1.1 Acquisition of 06 (six) units of mine detectors with ground-penetrating radar, along with a training program for 10 (ten) military staff, under the terms of the table below, following the conditions and requirements established this Term.

MINE DETECTORS WITH GROUND PENETRATION RADAR				
ITEM	SPECIFICATION	NSN	UNIT OF MEASUREMENT	QUANTITY
1	Mine Detector with Ground Penetrating Radar	6665-12-398-3733	UN	6
2	Training program for 10 (ten) military staff	---	PKG	1

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 n° 10,818 of September 27, 2021.

1.4 The Contract's validity is **365 days** from his signature, following article 105 of Law n° 14,133 of 2021.

2. LEGAL GROUNDS AND DESCRIPTION OF THE NECESSITY

2.1 The Contract explanations and the corresponding amounts can be found in the Preliminary Technical Studies appendix in this Term of Reference.

3. DESCRIPTION AND LIFE CYCLE OF THE OBJECT

3.1 The mine detectors with ground-penetrating radar must meet the following specifications:

3.1.1 Detection Principle: Dual Sensor. Metal detector (simultaneous multi-frequency continuous wave) and ground penetrating radar (impulse radar with Ultra Wide Band);

3.1.2 Calibration: Include instruments to ensure correct calibration for the detection of different levels of metal concentration in soils;

3.1.3 Detection Indicators: Display the detected object's depth and size information in graphic images via an LCD screen. It must also signal detection through sound signals and vibration. It must be possible to turn off lights and audio for operations that require discretion;

3.1.4 Weight: Maximum of 4.2 kg, including batteries and accessories;

3.1.5 Telescopic Bar Length: Adjustable. Between 53 and 92 cm;

3.1.6 Search Head Dimensions: Approximately 17.9 x 31.4 cm;

3.1.7 Power Sources: AA and rechargeable lithium batteries for over 7 hours of operation. Battery charger included;

3.1.8 Operating Temperature: Between -30°C to +60°C;

3.1.9 Storage Temperature: Between -50°C to +70°C;

3.1.10 Water Resistance: Greater than 1.5 m water depth;

3.1.11 Transport: Must include a transport box;

3.1.12 Electromagnetic Interference: Must be able to operate close to power transmission lines and other detectors without suffering any interference;

3.1.13 Construction Standards: MIL STD 810F, MIL-STD-461G and IP68;

3.1.14 Operations Manual: Must include an operations manual in Portuguese.

3.2 The technical delivery, item 2 of the table, corresponds to operation and maintenance training, in person, in Rio de Janeiro, with a minimum duration of 3 days for 10 (ten) military personnel, and must occur within 45 days after the definitive receipt of the equipment.

3.2.1 The technical delivery aims to train future instructors and enable military personnel to maintain the object described in item 1 of the table. It must contain, as a minimum, instructions for storage, maintenance, transportation, and operation for detecting metallic and non-metallic objects through ground-penetrating radar and mitigating electromagnetic interference.

3.2.2 Instructions may be presented in Portuguese, English, or Spanish. The company must hire the necessary interpreters if the instructions are not presented in Portuguese. However, instructional materials, such as handouts and manuals, must be in Portuguese.

3.2.3 The company will send to the email cmatfn.secom@marinha.mil.br at least 30 days in advance the Instruction Plan the needs for instructional resources, such as projectors, computers, classrooms, simulations ammunition, open field areas, etc.

3.2.4 After completion of the technical delivery, the company will issue a certificate attesting that the trained military personnel can operate and maintain the detectors described in item 1 of the table.

4. HIRING REQUIREMENTS

Sustainability

4.1 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.

Specification of Brand and Model Options

4.2 Within this procurement process, the specification of the following brands and models will be allowed, as they are the sole options capable of fulfilling the requirements of the end user, following paragraph c) of Article n° 41 of Law 14.333/21:

4.2.1. Model MDS-10Ts by Minelab Electronics PTY Ltd.

4.2.2. Model VMR3G by Vallon GmbH.

Subcontracting

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

4.3.1 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

4.4 There is no requirement for a Contract guarantee.

5. DELIVERY CONDITIONS

5.1 The delivery of the material must include transporting the items directly to Brazil within a maximum period of **90 (ninety) 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: _____.

5.2 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).

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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: _____.

5.9 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.

5.10 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, Maintenance and Technical Assistance

5.11 The warranty period for the material, complementary to the legal warranty, is at least **12 (twelve) months**, or for the time provided by the manufacturer, if higher, counting from the first business day following the date of definitive receipt of the object.

5.12 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.

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

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

4.15 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.

4.16 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.

5.17 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.

5.18 In the event of the sub-item above, the Contracted Party must make equivalent equipment available, with a specification equal to or greater than that previously supplied, for use temporarily by the End User to guarantee the continuity of work during the execution of repairs.

5.19 After the expiration of the repair and replacement deadline, should the Contracted Party fail to fulfill the End User's/Contracting Party's request or provide valid justifications, the Contracting Party is empowered to engage an alternate company to perform the necessary repairs, adjustments, or replacements of the asset or its components. Additionally, the Contracted Party will be obligated to reimburse the associated costs while preserving the equipment warranty.

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

5.21 The legal or contractual guarantee for the object has its specified validity period, independent of the time frame outlined in the Contract. This means that penalties may be applied for non-compliance with any of its conditions, even after the Contract has concluded.

6. CONTRACT MANAGEMENT

6.1 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.

6.2 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.

6.3 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.

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

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

6.6 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

6.7 The technical execution of the Contract will be supervised by Lieutenant Commander STANLEY COUTO ROCHA.

7. PAYMENT CRITERIA

Receipt of the object

7.1 Initially, the mine detectors will be subject to provisional acceptance upon delivery, along with the accompanying invoice or an equivalent billing document. The designated contract monitor and supervisor will oversee this preliminary acceptance to verify their adherence to the specifications outlined in the Term of Reference and the proposal.

7.2 It's important to note that the mine detectors may be partially or entirely rejected, even before provisional acceptance, if they fail to conform to the specifications detailed in the Term of Reference and the proposal. In such cases, replacements must be provided within **90 (ninety) days**, starting from the

notification to the Contracting Party, at the Contracted Party's own expense, without prejudice to potential penalties.

7.3 The training process will be concluded once item 3.2 has been satisfactorily fulfilled and the Contracted Party has issued a training completion certificate.

7.4 The final acceptance will be granted within **05 (five) business days**, starting from the receipt of the invoice or equivalent billing instrument by the Administration, following a thorough examination of the material's quality and quantity, culminating in an acceptance documented in a detailed report.

7.5 The deadline for the definitive acceptance may, in exceptional cases and with valid justification, be extended for an equivalent duration when actions are necessary to assess compliance with contractual requirements.

Settlement

7.6 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

7.7 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

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

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

8. SUPPLIER SELECTION FORM AND CRITERIA

Form of selection and criterion for judging the proposal

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

Delivery Method

8.2 The supply of the object regarding mine detectors will be complete, and training must be carried out per the provisions of items 3.2 and 5.

Qualification requirements

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

Legal Qualification

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

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

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

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

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

Technical Qualification

8.3.6 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;

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

Economic-Financial Qualification

8.3.8 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;

8.3.9 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.

8.3.10 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.

9. SUPPLIER REGISTRATION

9.1 Companies participating in bidding process N° 05/2023 must be previously registered as an approved supplier with the BNCW.

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

10. BUDGET ALLOCATION

10.1 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:	31000/70200
PTRES:	195266
INTERNAL ACTION:	Y.370.10.02
Nature of Expense:	449052/339030

Washington, DC, October, 19th, 2023.

STANLEY COUTO ROCHA
Lieutenant Commander
Combat Engineering Manager
Marine Corps Materiel Command/Brazilian Navy

CONSIGN

Considering that the acquisition is justified by necessity and that the fundamental technical elements relating to costs, object acceptance criteria, execution, and payment deadlines have been indicated, I approve this Term of Reference.

LUIZ GUILHERME DIAS GUADAGNINO
Captain
Executive Officer
Marine Corps Materiel Command/Brazilian Navy