



**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

ANNEX A

TERMS OF REFERENCE

ONLINE REVERSE BID AUCTION

BID PROCESS n° 11/2024

Appendices:

Appendix I: BASE MENU - SUGGESTIONS - Menu Type A, Type B or Type C;

Appendix II: TECHNICAL INSPECTION FORM; and

Appendix III: MEASUREMENT INSTRUMENT FOR RESULTS (MIR).

NUP: 63150.002250/2024-66

TERMS OF REFERENCE
BID PROCESS n° 11/2024
Online Reverse Bid Auction

1. GENERAL CONDITIONS

1.1 Hiring of a service provider company for meal supply for the workforce of the Brazilian Naval Commission in Washington (BNCW) and the Naval Attaché in the United States (AdiNavEUA) on business days, according to the table below and the conditions and requirements established in this document:

ITEM	DESCRIPTION	Monthly Amount	Annual Amount
1	Hiring of a company for meal supply for the workforce of the Brazilian Naval Commission in Washington (BNCW) and the Naval Attaché in the United States (AdiNavEUA) on business days, serving an average of 51 meals per day.	\$22,236.00	\$266,832.00

1.2. The quantity forecasted in the table above does not imply an obligation to hire, as it is estimated and may vary according to employee turnover.

1.3. The judgment criterion adopted will be the lowest global price for the service, in compliance with the requirements contained in the Notice, this Term, and the Contract regarding the specifications of the object.

1.4. The service subject to this hiring is characterized as a common service of a continuous nature, to be contracted through a bidding process in the online reverse bid auction modality, given that the performance and quality standards are achievable through recognized and customary market specifications, in accordance with local peculiarities.

1.5. The duration of the contract is one year, starting from the signing of the contract, in accordance with Article 105 of Law No. 14,133 of 2021, and may be extended for up to 60 months, according to item II, Article 55 of GM/MD Ordinance No. 5,175/2021.

1.6. The contract provides greater detail on the rules that will apply regarding the duration of the hiring.

2. BASIS AND DESCRIPTION OF THE HIRING DEMAND

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

3. HIRING REQUIREMENTS

Sustainability

3.1. This hiring must be informed by environmental sustainability criteria, based on Law No. 12,187/2009, in line with international commitments made by the Brazilian government, so that the

winning bidder, if possible, prioritizes recycled and recyclable products that are compatible with socially and environmentally sustainable consumption standards.

3.2. In addition to the sustainability criteria that may be included in the description of the object, the following requirements must be met:

3.2.1. Sustainability practices must be aligned with sustainability projects. Good practices for resource optimization, waste reduction, lower pollution, rational water use, and reduced energy consumption should be encouraged.

3.2.2. The contracted party must guide its personnel to collaborate in the development of an internal solid waste separation program, using containers for selective collection.

Subcontracting

3.3. Subcontracting of the contractual object is not permitted.

Hiring Guarantee

3.4. No guarantees will be required, as there are no risks for this Commission concerning the execution of the service, since payment to the SELLER will occur monthly after the effective provision of the service.

Technical Inspection

3.5. For the correct sizing and preparation of their proposal, a prior evaluation of the service execution site is allowed to fully understand the conditions and peculiarities of the object to be contracted. Interested parties are guaranteed the right to conduct a technical inspection, accompanied by a designated staff member, from Monday to Friday, at a time and date to be arranged in advance, via email: manoela.accioly@marinha.mil.br.

3.6. The inspection period will begin on the business day following the publication of the Notice and will extend until the business day before the scheduled date for the opening of the public session. Different dates and times will be made available for those interested in conducting the prior inspection.

3.7. For the inspection, the legal representative of the company or the technical responsible must be duly identified, presenting an identification document and a document issued by the company proving their qualification to conduct the inspection.

3.8. Failure to conduct the technical inspection cannot serve as a basis for subsequent claims of ignorance about the facilities, doubts, or forgetfulness regarding any details of the service locations, and the winning bidder must assume the burden of any resulting services.

3.9. If the bidder chooses not to conduct the technical inspection, they must provide a formal declaration signed by the technical responsible, stating that they are aware of all information and local conditions necessary to fulfill the obligations related to the bidding object.

4. MODEL FOR EXECUTION OF THE OBJECT

4.1. The execution of the object will begin on January 17, 2025.

4.2. The execution of the object will follow the following dynamics:

Location, Time, and General Guidelines

4.2.1. Meals must be delivered daily, on business days, at the Brazilian Naval Commission in Washington (BNCW), located at 5130 MacArthur Blvd. NW, Washington, DC, 20016.

4.2.2. Meals will be delivered daily, on normal business days, from Monday to Friday, by the supplier, until 11:45 AM.

4.2.3. Meals should be delivered hot and distributed in the cafeteria on the 2nd floor, organized in a self-service buffet.

4.2.4. Lunchtime is to be considered between 12:00 PM and 1:30 PM. There may be slight variations within this period, which will be promptly communicated.

4.2.5. The menus will be prepared based on one of three types: Type A, Type B, or Type C, as detailed in Appendix I. It is estimated that there will be three types of daily menus for the Main Dish: A (once a week), B (twice a week), and C (twice a week).

4.2.6. The products/foods to be used for preparing the meals must be purchased by the Company after the weekly menu has been defined by the Administration.

4.2.7. The menus must include dishes, with an emphasis on Brazilian cuisine, considering quantity, quality, harmony, and balance, and should not be repetitive.

4.2.8. The BNCW will suggest the weekly menu and the number of people who will have lunch by Friday of the previous week.

4.2.9. The Beverage Service will include juice or another non-alcoholic beverage during lunch.

4.2.10. Occasionally, with prior notification of three hours before the start of lunch, the company may be requested to deliver the meals to the BNCW in individual packages (ready-to-go).

Average number of meals

4.2.11. The normal daily amount of food should be for 51 people. In calculating the food to be provided, the following minimum requirements must be considered:

- a) Meat = 28 lb (0.55 lb per person);
- b) Side dishes (2) = 45 lb (0.88 lb per person);
- c) Salad = 11.23 lb (0.22 lb per person);
- d) Dessert = 9.63 lb (0.188 lb per person); and
- e) Juice = 3.90 gallons (9.80 oz per diner).

4.2.12. The BNCW will send, the week before, a preview of the people who will have lunch in the following week, so that the amount to be paid will be proportional to the number of meals served on that day.

4.2.13. If, for various reasons, there is a decrease in the number of meals on any day indicated in the preview, the BNCW will inform the supplier at least two days before the menu is actually served.

4.2.14. Bulk meals, both hot and cold, must be stored in proper food containers with lids and strong enough to hold the meals and prevent the container from deteriorating or overflowing. All hot meals delivered must be organized in a self-service buffet in the cafeteria on the 2nd floor.

4.2.15. The production, storage, transportation, supply, and handling of meals must comply with the health regulations in force in Washington, D.C. All meats, vegetables, and salads must be in good condition when delivered and ready for consumption in accordance with the relevant state legislation where the kitchen/restaurant is located. Delivered foods must be of uniform color, free of foreign substances, and without questionable taste, odor, or color.

4.2.16. In the event of an emergency that prevents the provider from delivering the meals, the supplier must notify the contract inspector and/or agent designated by the BNCW by phone, stating the reasons for the inability to deliver.

4.2.17. The BNCW reserves the right to inspect and verify the quality of the delivered food. The BNCW may reject and not pay for any meals or portions of meals that are unsuitable, deemed to be of poor quality, damaged, and/or incomplete, as well as those delivered under unsanitary conditions

4.2.18. The supplier will be responsible for the cost of replacing the meals.

4.2.19. The BNCW will not pay for deliveries made after the regular lunch hours as stipulated in the Contract.

4.2.20. The supplier will provide at least one assistant responsible for: setting up the tables, receiving goods, unpacking, arranging hot and cold meals on the counters, ensuring that the entire counter and seating areas remain clean and tidy at all times.

4.2.21. Daily, all cutlery, dishes, countertops, appliances, self-service buffet (during and after meals), tables, and floors must be left clean and in good condition, ready for the next day's lunch.

4.2.22. Meal provision will not be necessary on national holidays in the United States or when there is no service due to a decision by the Brazilian Navy. The BNCW will inform the supplier of the days when there will be no service at least two days before the date of the next service provision.

5. CONTRACT MANAGEMENT

5.1. The contract must be faithfully executed by both parties, in accordance with the agreed clauses, and each party will be responsible for the consequences of its total or partial non-performance.

5.2. Communications between the agency or entity and the contractor must be made in writing

whenever such formality is required, allowing for the use of electronic messaging for this purpose.

5.3. In the event of an impediment, order to halt, or suspension of the contract, the execution schedule will be automatically extended for the corresponding time, with such circumstances noted through a simple addendum.

5.4. After the contract or equivalent instrument is signed, the agency or entity may call the representative of the contracted company for an initial meeting to present the inspection plan, which will contain information about the contractual obligations, inspection mechanisms, strategies for executing the object, the contractor's supplementary execution plan, if any, the method of measuring results, and applicable penalties, among others.

Inspection

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

5.6. The contract inspector will monitor the execution of the contract to ensure that all conditions established in the contract are met, aiming to secure the best results for the Administration.

5.7. The contract inspector will record in the contract management history all occurrences related to the execution of the contract, with descriptions necessary for the regularization of any deficiencies or defects observed.

5.8. If any inaccuracy or irregularity is identified, the contract inspector will issue notifications for the correction of the contract execution, setting a deadline for the correction.

5.9. The contract inspector will inform the contract manager in a timely manner of any situation that requires a decision or measures that exceed their authority, so that necessary and corrective actions can be taken, if applicable.

5.10. The inspection referred to in this clause does not exclude or reduce the responsibility of the Contractor, including towards third parties, for any irregularities, even if resulting from technical imperfections, hidden defects, or the use of inadequate or inferior quality materials, and in such cases, it does not imply shared responsibility for the Contracting Party or its agents, managers, and inspectors.

Contract Manager

5.11. The contract manager will monitor the records made by the contract inspector of all occurrences related to the execution of the contract/purchase order and the measures taken, informing, if applicable, the authority above those that exceed their competence.

5.12. The contract manager will take steps to formalize an administrative accountability process for the application of sanctions, to be conducted by the committee referred to in Article 158 of Law No. 14,133 of 2021, or by the agent or sector with authority for such matters, as appropriate.

5.13. The contract manager must send the relevant documentation to the relevant division for the formalization of the liquidation and payment procedures, in the amount determined by inspection

and management in accordance with the contract.

Representative

5.14. The contractor will formally designate a company representative before the start of service provision, indicating in the instrument the powers and duties related to the execution of the contracted object.

5.15. The BNCW may refuse, for justified reasons, the indication or maintenance of the company's representative, in which case the contractor will designate another to carry out the activity.

5.16. For total or partial non-performance of the contract, the Administration may, after guaranteeing prior defense, impose the following sanctions on the contractor:

I - a written warning for non-compliance with any contractual obligations considered minor infractions, understood as those that do not result in significant harm to the contracted service;

II - a fine, as provided in the call instrument or in the contract;

III - temporary suspension from participating in bids and prohibition from contracting with the Brazilian Naval Commission in Washington, for a period not exceeding two years; and

IV - declaration of unfitness to bid or contract with the Brazilian Public Administration as long as the reasons for the punishment persist or until rehabilitation is promoted before the authority that applied the penalty, which will be granted whenever the contractor compensates the Administration for the resulting damages and after the expiration of the penalty period applied based on item III of this subsection.

6. MEASUREMENT AND PAYMENT CRITERIA

Delivery

6.1. The services will be received by the contract inspector or a representative appointed by the Administration when the quality and quantity of the executed service are verified. The evaluation of the execution of the object will use the Measurement Instrument for Results (IMR), as provided in Appendix III.

6.2. Services may be rejected, in whole or in part, if they do not comply with the specifications in this Terms of Reference, without prejudice to the application of penalties.

Liquidation

6.3. Upon receipt of the Invoice or equivalent billing document, a period of ten business days will commence for liquidation purposes, in accordance with this section, extendable for an equal period.

6.4. For liquidation purposes, the competent sector must verify that the Invoice or submitted Invoice expresses the necessary and essential elements of the document, such as:

6.4.1. Validity period;

6.4.2. Date of issuance;

- 6.4.3. Contract number and contracting agency;
- 6.4.4. The respective execution period of the contract;
- 6.4.5. Amount to be paid; and
- 6.4.6. Bank details: Account number, ABA Code, and Swift.

6.5. If there is an error in the presentation of the invoice or equivalent billing instrument, or if there is a circumstance that prevents the liquidation of the expense, it will be suspended until the contractor provides the necessary corrective measures, with the deadline restarting after proof of regularization of the situation, at no cost to the contracting party.

Payment Deadline

6.6. Payment will be made by bank transfer, in USD, within thirty days from the receipt of the original Invoice, which must contain: date of issuance, contract number, bank details for payment, and the amount to be paid in USD;

6.7. Invoices must be sent to BNCW at the email: cnbw.secom@marinha.mil.br.

6.8. The BNCW is exempt from taxes throughout the United States of America on purchases above USD 500.00 (five hundred U.S. dollars). A copy of the tax exemption card can be provided upon request.

Discounts

6.9. Retention or reduction in payment will be indicated, proportional to the verified irregularity, without prejudice to the applicable sanctions provided for in subitem 5.16 of this Terms of Reference, in the event that it is determined that the Contractor has failed to meet the agreed results, as verified by the Measurement Instrument for Results (IMR), provided in Appendix III.

7. METHOD AND CRITERIA FOR SELECTING THE SUPPLIER AND METHOD OF SUPPLY

Selection Method and Proposal Evaluation Criteria

7.1. The supplier will be selected through a bidding process, in the form of an Online Reverse Bid Auction, using the criteria of judgment based on the lowest service price.

7.2. The price will be that stated in the Initial Proposal submitted by the bidder, as outlined in Annex C of the Notice, which must be prepared on a per capita basis, presenting the proposed amount to be charged per diner for each type of meal: A, B, and C, as detailed in Appendix I, in accordance with item 4 - Model for Execution of the Object, of this Terms of Reference.

Eligibility Requirements

7.3. For eligibility purposes, the bidder must prove the following requirements:

Legal Qualification:

7.3.1. Identification document and complete identification of the bidder, with the respective identification of their representative, full address, emails, and contact phone numbers;

7.3.2. Copy of the Company's constitutive acts, bylaws, or current articles of incorporation, duly registered;

7.3.3. Authorizing document issued by the Government for the execution of the contracted object;

7.3.4. Valid Liability Insurance Certificate (proof of insurance) and proof of workers' compensation insurance for employees; and

7.3.5. Company tax identification number.

Technical Qualification

7.3.6. Proof provided by the bidder that they received the documents and are aware of all information necessary for fulfilling the obligations of the bidding process;

7.3.7. Letters of recommendation, good performance, or guarantees provided by authorities or entities regulating the corresponding commercial activity;

7.3.8. Installation license for food service that allows a company to operate a commercial kitchen, in accordance with the legislation of the state where it is located;

7.3.9. In the case of a shared kitchen, a current signed contract for a commercial kitchen space and a letter from the kitchen owner confirming that the company is using the space six days a week, as well as all authorizing documentation for operation;

7.3.10. Food handling license - any licenses required for the food service field in accordance with the legislation where it is located; and

7.3.11. Signed Technical Inspection Form - Appendix II.

Economic-Financial Qualification

7.3.12. Balance sheet and financial statements for the last fiscal year, or equivalent documents, proving the company's good financial standing, with the substitution of interim financial statements or provisional balances prohibited; these may be updated by official indices if closed more than three months before the proposal submission date;

7.3.13. Declaration that the company is not in bankruptcy, in the case of a legal entity, or in asset execution, in the case of an individual; and

7.3.14. In the event of being unable to present any eligibility document due to local legislation, an equivalent document must be submitted or a formal justification presented to the contracting party explaining the reasons for the inability.

8. ESTIMATES OF CONTRACT VALUE

8.1. The estimated total cost of the contract is \$266,832.00 (two hundred sixty-six thousand eight hundred thirty-two U.S. dollars), according to the costs presented in the comparative price chart. The Market Research was conducted by requesting quotes from companies known in the field of the bidding object, with experience and capability to provide the intended service in the local market.

9. BUDGETARY ALLOCATION

9.1. The expenses to meet this bidding process are allocated in a specific budget provision, as outlined in the federal budget for the fiscal year 2024, under the classification below:

Management/Unit:	00001/70200
PTRES:	174713
INTERNAL ACTION:	B441010
Nature of Expense:	339039

10. ADMINISTRATIVE SANCTIONS

10.1. The administrative sanctions are described in the Contract.


11. SUPPLIER REGISTRATION

11.1. Companies participating in Bidding Process No. 11/2024 must be previously registered in the approved suppliers' registry.

11.2. Guidelines for supplier registration will be available on this Commission's page on the Internet.

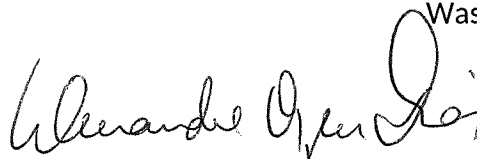
Prepared by:

Washington, DC October 29th, 2024.


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Approved by:

Washington, DC October 29th, 2024.


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