



BRAZILIAN NAVY

BRAZILIAN NAVAL COMMISSION IN WASHINGTON

ANNEX A

TERMS OF REFERENCE

Bidding Process nº 09/2024

ONLINE REVERSE BID AUCTION

Appendices:

- Appendix I – Acknowledgement Form;**
- Appendix II – Moving Order;**
- Appendix III – Moving Pick Up Form;**
- Appendix IV – Moving Delivery Form;**
- Appendix V – Evaluation Form.**

PROCESS (NUP) N° 60918.000055/2024-94

1. GENERAL CONDITIONS

1.1 Hiring of specialized company for the door-to-door transport of unaccompanied baggage for military personnel serving in the Brazilian Naval Attache Office in Colombia, in the process of completing a mission, originating from Colombia and destined for Brazil, comprising collection, storage, loading, unloading, customs clearance, delivery, and assembly of goods, according to the conditions established in this document.

1.1.1 Estimated transportations:

Item	Description	UF	QTY	Average Estimated Price	Total
1	Transport between Bogota and surroundings, Colombia to Rio de Janeiro and surroundings, Brazil	EA	7	USD 9,683.01	USD 67,781.06
2	Transport between Bogota and surroundings, Colombia to Brasilia and surroundings, Brazil	EA	2	USD 10,216.26	USD 20,432.52
3	Transport between Cartagena and surroundings, Colombia to Rio de Janeiro and surroundings, Brazil	EA	1	USD 10,418.98	USD 10,418.98
4	Transport between Cartagena and surroundings, Colombia to Brasilia and surroundings, Brazil	EA	1	USD 10,934.81	USD 10,934.81
5	Transport between Covenas and surroundings, Colombia to Rio de Janeiro and surroundings, Brazil	EA	4	USD 10,886.64	USD 43,546.57
6	Transport between Covenas and surroundings, Colombia to Brasilia and surroundings, Brazil	EA	1	USD 11,464.73	USD 11,464.73
7	Transport between Melgar and surroundings, Colombia to Rio de Janeiro and surroundings, Brazil	EA	1	USD 10,107.34	USD 10,107.34

Total: USD 174,685.99

1.1.2 Insurance:

Max. Insurance Rate	Estimated Max Coverage Amount	Max Insurance Premium
3,25%	USD 960,830.00	USD 31,226.98

1.1.3 The items and quantities specified represent the maximum allowed to be contracted, and the CONTRACTING PARTY is not obligated to contract the full amount of items and quantities, nor the maximum insurance premium. The contracting will be done based on the CONTRACTING PARTY's needs during the term of the contract according to this document, considering the origin, destination, volume to be transported, and declared value of the goods for each shipment.

1.1.3.1 The proposal submitted by the bidder must cover the various volume ranges that could be contracted for each item, as outlined in Annex C - Price Proposal Template.

1.1.4 The relocations will initially be carried out for 13 (thirteen) military personnel and are scheduled to begin in November 2024, within the contract period, as specified in item 1.3.

1.2 The service object of this contract is characterized as common property, considering that performance and quality standards can be objectively defined in this document, as well as in the Notice, through specifications usual in the market, in accordance with local peculiarities, as provided for in Regulation GM-MD n°. 5.175, of December 15, 2021.

1.3 The term of the contract will be 12 months, counted from the date of contract signing, in accordance with Article 55 of Regulation GM-MD n°. 5.175, of December 15, 2021, and may be extended up to a limit of 5 years, if there is interest from the Administration.

1.4 The contract provides further details on the rules that will be applied regarding the term of the contract.

1.5 The term stipulated in item 1.3 may be interrupted, if there is interest from the Administration, after consultation with the SELLER.

1.6 The SELLER does not have a subjective right to contract renewal.

2. LEGAL GROUNDS AND DESCRIPTION OF THE CONTRACT NECESSITY

2.1 The Legal Grounds for such contracting and its description are detailed in a specific topic of the Preliminary Technical Studies.

2.2 The contracting is based on § 2, Article 10, Annex I of GM-MD Ordinance No. 5,175/2021.

3. DESCRIPTION OF THE SOLUTION AS A WHOLE CONSIDERING THE LIFE CYCLE OF THE OBJECT

3.1. The description of the solution as a whole is detailed in a specific section of the Preliminary Technical Studies.

3.2. Since there is no acquisition or use of goods, there is no need to mention the life cycle of the object for the contract in question.

4. HIRING REQUIREMENTS

Sustainability

4.1. Regarding sustainability criteria, the contracted company must:

4.1.1. handle the transportation of the relocation with care, use appropriate equipment for the service, use new recycled materials, and sort the waste resulting from the services provided;

4.1.2. adopt sustainable practices, such as using new recyclable packaging material whenever possible, collecting it after unpacking and sending it to recycling cooperatives and associations, and transporting the cargo in trucks and trailers that employ pollution reduction technologies.

4.1.3. use energy-efficient electrical appliances and adopt other measures aimed at environmental sustainability.

4.2 This acquisition must be informed by the criteria of environmental sustainability, based on Law nº 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.

4.3. The materials used for packaging goods must be recycled and/or recyclable.

4.3.1. In the event that recycled and/or recyclable materials cannot be used, a formal justification must be provided to the contracting party explaining the reasons for the impossibility.

4.4. The treatment of waste generated during the execution of the contract within Brazilian territory must comply with the provisions of Decree No. 10,936, dated January 12, 2022, which regulates the National Solid Waste Policy established by Law No. 12,305, dated August 2, 2010, without prejudice to the observance of local regulations.

4.5. The contractor must adopt good practices for resource optimization/reduction of waste/minimization of pollution, such as:

4.5.1. Rationalization of the use of potentially toxic/polluting substances;

4.5.2. Replacement of toxic substances with less toxic or non-toxic alternatives; and

4.5.3. Rationalization/economy in the consumption of electricity and water.

Subcontracting

4.6. Complete or principal subcontracting of the contract's object is prohibited, which includes: stages of management and control of the object described in this document.

4.7 Partial Subcontracting is allowed; however, the **SELLER** shall remain responsible for the performance of the Contract.

4.7.1 Sub-Sellers must be legally established companies. However, the **SELLER** is fully responsible for the conduct and performance of its Sub-Sellers, including any irregularity committed by them, any breach of the Contract, illegalities, and negligence.

4.7.2. In any case of subcontracting, the **SELLER** remains fully responsible for the proper execution of

the contract, and is required to supervise and coordinate the activities of the subcontractor, as well as to ensure compliance with the contractual obligations related to the subcontracted object.

4.7.3. The **SELLER** will be responsible for standardization, compatibility, centralized management, and the quality of the subcontracting.

Hiring Guarantee

4.8 There will be no requirement for a contract guarantee based on the items bellow:

4.8.1. With regard to the execution of the contract, there are no risks for the **BUYER**, as payment to the **SELLER** will occur only after the effective delivery of goods/services.

4.8.2. Since it is not a continuous service contract with a regime of exclusive dedication of labor.

4.8.3. The instruments for collecting amounts resulting from penalties and the insurance policy are sufficient to address any potential failures in contract execution.



Visit

4.9. Interested companies may schedule a visit with the Brazilian Naval Attaché Office in Colombia to clarify any doubts about the requirements and conditions of the contract.

4.9.1. If a company chooses not to schedule a visit, by submitting the proposal and participating in the bid, it will be considered to have full knowledge of the conditions and requirements of the contract as detailed in this notice and its attachments.

4.9.2. Failure to conduct the visit cannot be used as a basis for later claims of lack of knowledge, doubts, or forgetting any details of the process conditions.

5. SERVICE EXECUTION

Execution conditions

5.1. The amount presented by the **SELLER** must include all costs and expenses necessary for the full execution of the auction object, such as: customs, port, and/or airport taxes; customs storage; transportation of the container between terminals; handling charges; road, air, and sea freight; storage and handling; delivery and assembly of goods at the employee's residence (including, when necessary, the hiring of professionals for assembly and the rental of equipment for transporting the goods to the residence); disposal and recycling of packaging materials in accordance with environmental legislation and local practices; labor; social and labor charges; insurance; equipment availability; obtaining municipal permits for truck circulation and parking in urban areas; costs for preparing and processing

documentation for customs clearance of relocations and belongings, including artwork; and anything else that may directly or indirectly affect the cost, both at the origin and the destination.

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

"Moving Order"

5.2.1 The Brazilian Naval Attache Office in Colombia shall issue an official document (Moving Order - Appendix II) to the service provider company, containing the dates of the following events: inspection, material delivery, packing day, loading day, and the date the beneficiary will arrive in Brazil. The document shall also include the addresses of origin and destination, the maximum insurance limit, and the mode of transportation. Upon receipt of the document, the SELLER has five business days to contact the beneficiary and BNCW to confirm the schedule.

5.2.2 The SELLER shall provide the beneficiary with a list of all required documents and forms for customs clearance in Brazil and a model Inventory List within seven days of the issuance of the "Moving Order".


5.3 Inspection

5.3.1 Dates and times will be provided for the company to conduct inspections of the materials to be transported.

5.3.2 For the inspection, the bidder, or their legal representative, must, if requested, present identification documents and a document issued by the company proving their qualification to perform the inspection.

5.3.3 Failure to conduct the inspection shall not serve as a basis for subsequent claims of ignorance, doubts, or forgetfulness of any details of the service locations, and the contracted party must bear the costs of the resulting services.

5.3.4 The volume is the net number to which the beneficiary is entitled, excluding packaging materials, so ensure that your proposal takes these observations into account.

5.4 During the inspection, all necessary information for the provision of the service must be checked, including the volume of materials, access to the residence, any difficulties for transportation, the need for façade changes, and any other information deemed important by the contractor, with everything included in the offered price. 

5.4.1. The company will use this inspection to estimate and provide the packaging material in sufficient quantity for the services, informing the estimated volume to the employee and the list of documents that the employee must provide for customs clearance.

5.4.1.1. The estimate will be used only for these purposes and will not affect the calculation of the transported volume, which will be verified during loading.

5.4.1.2. During the inspection, the need for a security deposit with the condominium for the removal of goods must be verified, and this security deposit will be the responsibility of the **SELLER**.

5.5 The inspection may be accompanied by personnel designated by AdiNavColombia to verify the transportation sizing, as well as other demands defined by the contracting party.

Packing and Storage

5.6 The date for packing the items will be coordinated between the **SELLER** and the **USER** during the inspection.

5.7 All personal items shall be packed at the beneficiary's address of origin (Colombia) to ensure their perfect preservation. The materials used must be suitable for transportation and the specific type of item to be packed, and all precautions must be taken to ensure quality and safeguard the transported items.

5.8 Personal items shall be checked, measured, and listed at each beneficiary's residence. The items may be photographed to record their condition at the time of packing.

5.9 Packing and collection of **DOMESTIC GOODS** shall comply with international removal standards, and all packaging materials provided by the **SELLER** must be of first quality;

5.10 Any facility used for storing personal items must comply with the following requirements:

a) be protected with appropriate security devices; and

b) be protected against direct sunlight, temperature changes, humidity, insects, corrosive agents, among others, that may cause damage to personal items.

5.11 Goods should preferably be packed in suitable individual packaging, with the smallest possible volume, using recycled and/or recyclable materials, to ensure maximum protection during transportation and storage.

5.12 Fragile items must be properly packaged and labeled as "fragile."

5.13 The **SELLER** must provide special packaging for items such as TVs, computers, glass, paintings, etc.

5.14 The **SELLER** is responsible for verifying and organizing, at the beneficiary's residence in the country of origin, the best time and location for truck placement during the removal period.

5.15 **DOMESTIC GOODS** shall be collected on any floor, and shall include assembly and disassembly of items.

5.16 The beneficiary may choose to pack some items. In this case, the **SELLER** shall provide the requested packaging to allow the beneficiary to wrap the items, which will be collected during the pickup.

5.16.1. Pre-packaging done by the user does not exempt the **SELLER** from responsibility for any damage to the goods during the execution of the contract. It is up to the **CONTRACTOR** to inspect the items pre-packaged by the user.

5.17 The inventory of items must identify the box in which the items were packed to facilitate their location.

5.18 Any packaging material brought by the SELLER that is not used for packing the items, as well as any resulting waste, must be disposed of by the CONTRACTOR, following sustainability criteria.

5.19 For the proper execution of the services, the SELLER must provide the materials, equipment, tools, and utensils necessary, of the qualities established below, and replace them when justified:

5.19.1 The method of packaging the materials to be transported must, at a minimum, follow the specifications below:

Item	Packing Type	Packaging Method
Delicate/Fragile Items China, crystal,	Wrapped in tissue paper, kraft paper, and single-face wrapping for glasses, and large bubble wrap for others.	Custom wooden crates or custom double-wall corrugated cardboard boxes. Alternatively, wood may be replaced by multi-wall corrugated cardboard or equivalent.
Statues and Flat Objects Made of Marble or Stone, Table Tops, Screens, Paintings, and Mirrors	Wrapped in tissue paper, kraft paper, and single-face corrugated cardboard or small bubble wrap.	Custom wooden crates or custom double-wall corrugated cardboard boxes. Alternatively, wood may be replaced by multi-wall corrugated cardboard or equivalent.
Clothing on Hangers – Suits, Jackets, and Dresses		Double-wall corrugated cardboard boxes with hangers and silica gel dehumidifiers.
Foldable Clothing	Wrapped in plastic or kraft paper, with silica gel dehumidifiers.	Double-wall corrugated cardboard boxes with silica gel dehumidifiers.
Furniture – sofas, armchairs, wardrobes, and large objects.	Completely wrapped with kraft paper and a second layer of small bubble wrap.	Wrapped in single-face corrugated cardboard, with small bubble wrap reinforcement on corners and support elements
Electrical and Electronic Appliances	Wrapped in tissue paper, kraft paper, and small bubble wrap.	Double-wall corrugated cardboard boxes.
Fine/Fragile Furniture (such as display cabinets and wardrobes, dressers and vanities with glass, and considerable-sized musical instruments like pianos and harps)	Wrapped in kraft paper and small bubble wrap, with additional single-face corrugated cardboard.	Custom wooden crates with foam protection for corners or frames. Alternatively, wood may be replaced by multi-wall corrugated cardboard or equivalent.

Rugs, Upholstery, and Mattresses	Kraft paper plus bubble wrap.	Folded, wrapped in single-face corrugated cardboard for rugs, and stored with naphthalene.
Books and Records		Double-wall corrugated cardboard boxes.
Beverages	Wrapped in tissue paper or kraft paper.	Double-wall cardboard boxes with honeycomb separators or wrapped in single-face corrugated cardboard.
Items Not Covered Above		Double-wall cardboard boxes of various sizes.

5.19.2 All boxes used in the move must be resistant to bursting, compression, crushing, impact, perforation, tipping, and vibration, suitable for their intended purpose.

5.19.3 The sealing of boxes should be done with gummed tape, adhesive, staples, or self-adhesive tapes.

5.19.4 Packaging and methods different from those specified in item 5.19.1 may be provided as a courtesy by the SELLER or at the expense of the cargo owners.

5.19.5 All packaging material must be new and not previously used.

Transportation and Delivery

5.20 The contracting requirements for transportation and delivery include the following:

5.20.1 The collection and transportation of personal items from inside the residence in Colombia to inside the residence in Brazil, whether it is a house or apartment;

5.20.1.1 The moving order will provide the address expected for the destination of the material in Brazil. The address may be changed upon formal request from the USER, provided it remains within the same Federal Unit or metropolitan region in Brazil (whichever is more encompassing).

5.20.1.2 The final address must be confirmed or changed during the contact between the SELLER and the USER for scheduling the delivery, as per item 5.42.2.

5.20.1.3 The SELLER will be responsible for any damage or injury caused by its personnel to the apartment or condominium during the packing, removal, and delivery of the goods.

5.20.2 Possible hiring of hoisting services in cases where furniture needs to be moved out through windows in buildings at the origin, if it cannot be brought down via stairs or elevators;

5.20.3 The transportation of personal items will be carried out by sea or air (with appropriate justification) and land, depending on the case, in compliance with current regulations;

5.20.3.1 Air transport will be allowed for volumes up to 5m³, provided that the transported items meet the size, volume, weight, and safety requirements for this mode of transport. If any item to be

transported does not meet these requirements or other limitations for this mode, the move may be classified as up to 10m³ and transported by sea under the conditions of this terms of reference.

5.20.3.2 Air transport—typically more expensive—is an exceptional alternative, used only for small volumes of luggage, provided that principles of cost-effectiveness and reasonableness are observed.


5.20.4 Assembly of personal items that were disassembled for packing and/or transport, providing all necessary equipment and tools for assembly, at no additional cost;

5.20.5 Possible hiring of hoisting services in case of the need to move furniture in through the window in buildings at the destination, if access by stairs or elevators is blocked;

5.20.6 Removal of all packaging materials used after delivery to the residence in Brazil, observing the environmentally appropriate final disposal of waste, in accordance with Decree No. 10,936 of January 12, 2022, which regulates the National Solid Waste Policy established by Law No. 12,305 of August 2, 2010; and

5.20.7 In addition to the above points, the contractor must present a declaration that they are fully aware of the conditions required for the provision of the service as a requirement for the signing of the contract (Acknowledgement Form - Appendix I),

5.21 Transport of volumes over 5m³ will be carried out by sea and must be done in the FCL (Full Container Load) modality, with one container per USER, which must be for exclusive use and sealed by the SELLER.

5.22 The cubic measurement will serve as the basis for calculating the final value of the executed service. 

5.22.1 The maximum cubic meter limit allowed per server will be mentioned in the Transport Order, and if the limit is exceeded, the USER will be responsible for the additional expenses, without generating any extra charges for the BUYER.

5.23 Before sealing (locking) or opening the container or truck, the SELLER must take photos of the packed goods and attach them to the invoice.

5.24 Once the cargo is packed in the container or truck, it must not be handled, except in cases of properly documented inspections, until it reaches its destination.

5.25 During the collection of goods at the address specified by the USER, the Moving Pick Up Form (Appendix III) must be completed in two copies (one for the USER and one for the SELLER), which should include the cubic measurement transported, as well as a record of any pre-existing damage to the materials to be transported, attaching documents that prove the damage (technical reports or photos).

5.25.1 The Release Form must be signed by the USER and the representative of the SELLER, and subsequently sent to the Brazilian Naval Attaché in Colombia by the SELLER.

5.25.2 The SELLER will not reimburse the USER for damages claimed that were proven to be pre-existing by the CONTRACTOR in the Change Collection Term.

5.26 After unloading and unpacking the goods at the destination indicated by the USER or CONTRACTING PARTY and verifying the apparent condition of the goods, the SELLER must obtain the USER's signature on the Moving Delivery Form (Appendix IV), in two copies (one for the USER and one for the SELLER).


5.26.1 The cubic measurement transported, any changes, and the level of satisfaction with the service provided must be explicitly indicated on the Receipt of Goods, as well as any apparent damages and/or identified losses.

5.26.2 A copy of the Receipt of Goods must be sent by the SELLER to the Brazilian Naval Attaché Office in Colombia.

5.27 The deposits to be used by the SELLER, whether at the origin or at the destination, whether owned or rented, must adhere to strict rules of hygiene, cleanliness, and safety, particularly with regard to fire prevention and combat measures, in accordance with local regulations.

Materials

5.28 If requested by the beneficiary, the company (SELLER) shall provide and deliver to the beneficiary's residence in Colombia, at no additional cost and in due time, all material necessary for packing personal items, in the quantities indicated during the inspection, as well as basic packaging procedure information, in the terms of item 5.16:

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- a) Small book box;
 - b) Medium clothing box;
 - c) Large blanket and lightweight item box;
 - d) Extra-large comforter and pillow box;
 - e) Packing paper;
 - f) Adhesive tape; and
 - g) Bubble wrap.

General Conditions

5.29 The SELLER shall provide the beneficiary with all information regarding customs regulations in Brazil, listing items subject to duties, prohibited items, and those with any limit restrictions.

5.30 If the volume of items to be transported exceeds the maximum cubic meter limit allowed for the USER, according to current legislation and specified in the 'Moving Order,' the USER will be responsible for the cost of transporting the excess volume.

5.31 The SELLER shall provide a contact list of the moving company and subcontractors in Brazil, which shall be available to resolve any issues during the moving service.

5.32 The SELLER is responsible for all aspects of the removal and compliance with all customs clearance laws and rules IN THE COUNTRY OF ORIGIN and in Brazil, and must inform the beneficiary of all necessary customs clearance documents with sufficient time for them to provide the documents.

5.33 The Brazilian Naval Attache Office in Colombia is not responsible for any additional costs, taxes, or fees that may occur due to negligence of the SELLER or any other SUB-CONTRACTORS.

5.34 The **SELLER** is responsible for covering demurrage costs and any other taxes, fees, or charges that may be applicable. BNCW and beneficiaries shall not be responsible for demurrage, except in cases of Force Majeure. For the purposes of this bidding process, Force Majeure is defined as an extraordinary event or circumstance beyond the control of the parties, such as war, strike, riot, crime, or event described by the legal term act of God (such as hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under this agreement.


5.35 If necessary, the beneficiary may schedule the delivery of the move to their residence within thirty calendar days after customs clearance. During this period, the **SELLER** shall store the items in an appropriate location, with no additional costs.

5.36 The **SELLER** shall have at least one employee fluent in Portuguese or Spanish during the inspection, packing, and loading stages in Colombia.

5.37 The **SELLER** must designate a person who is knowledgeable about the entire process, with a contact phone number, to be available for contact throughout the execution of the service. If there is a change in this contact person, the **SELLER** must report it to AdiNavColombia immediately, providing the name and phone number of the substitute.

Insurance

5.38 The **SELLER** shall arrange for the procurement of insurance for the items to be transported door-to-door, from origin to final destination. The insurance will be funded by the **BUYER**, with the **BUYER** being charged by the **SELLER** the proposed rate, up to the max rate of 3,25%, considering the declared value of the goods to be transported by the beneficiary, within their pre-established limit in the "Moving Order".

5.38.1 The **SELLER** must inform, at the time of signing the contract, the insurance company that will be used for the execution of the service. 

5.38.2 The amount corresponding to the insurance portion of the goods will be paid based on the percentage rate recorded in the price proposal submitted during the bidding, multiplied by the coverage value of the move declared by the USER, up to the limit established in the Moving Order.

5.38.3 The insurance policy, properly endorsed, must be delivered to the USER before the start of the packing service, so that it covers the services performed in this process.

5.38.3.1 The **SELLER** is prohibited from beginning the packing procedures without having duly issued and delivered the insurance policy for the goods.

5.38.4 The insurance coverage must cover risks of any nature from "door to door", meaning it must cover personal belongings during Packing, Storage, Transportation, and Delivery, against theft, burglary, fire, flood, loss, or any partial or total damage. The Policy must cover 100% (one hundred percent) of the declared value of personal items, with no deductible.

5.38.4.1 The insurance offered must provide full coverage, with no deductible, for the transported goods (all risks), from the removal of the goods until the final delivery of the move, taking into account the specificities (such as conflicts, social upheavals, natural events, for example) of the paired cities

involved in the bidding. The coverage should extend to any period during which the goods are potentially stored, encompassing the entire service period.

5.38.5 If the declared value of the goods to be insured exceeds the limit permitted and specified in the 'Moving Order,' the USER will be responsible for paying the excess insurance amount, based on the same proposed rate. Under no circumstances will the BUYER be responsible for these costs.

5.38.6 In the case of damage that is not immediately apparent and was not recorded in the Release Form or Receipt of Goods, the USER will have up to 15 (fifteen) business days to file a claim with the SELLER, who will be responsible for negotiating with the Insurer on behalf of the USER and mediating any disputes.

5.38.6.1 Failure by the USER to communicate within the stipulated period results in the loss of the USER's right to reimbursement.

5.38.6.2 The insurer's response time to the USER's claim must not exceed 30 (thirty) days from the USER's notification to the SELLER, and any payment, if applicable, must be made within 30 (thirty) calendar days after the agreement.

5.38.6.3 Final payment for the service will only occur after all disputes between the SELLER/INSURER and the USER have been resolved.

5.38.7 In case of disputes, the **SELLER** is responsible for negotiating with the Insurance Company on behalf of the beneficiary and mediating any disputes.

5.38.8 The **SELLER** must provide all necessary assistance in the event of a claim with the Insurance Company.

5.38.9 The total settlement of the insurance, for any damages verified, will be a prerequisite for the confirmation of the definitive receipt by the military personnel holding the personal belongings.

5.38.10 In the event of damage and the need for repair of any item, the repair must be carried out at an authorized service center of the item's manufacturer. If repair is not possible for any reason (such as the absence of a similar item in the Brazilian market, lack of an authorized representative, among others), the item must be replaced with an equivalent, with the USER's approval, or the insured value declared in the inventory must be fully reimbursed to the USER.

Inventory

5.39 The beneficiary or someone authorized by them must indicate the value of the items listed in the official inventory to determine the value for insurance purposes.

5.40 The beneficiary or someone authorized by them must sign the inventory when it is completed.

5.41 A copy of the inventory duly signed by the beneficiary must be sent to the **SELLER** along with a copy of the **INSURANCE POLICY**, in accordance with the **INSURANCE** terms.

Service Execution Deadline

5.42 The company must deliver the beneficiary's belongings to the final destination (residence in Brazil) within 70 calendar days from the day of material withdrawal at the origin.

5.42.1 The USER may request the use of the SELLER's storage facility (furniture storage) within national territory in Brazil for a maximum period of 30 (thirty) days at no additional cost.

5.42.1.1 The period of using the SELLER's storage facility, upon the USER's request, will be added to the deadline for delivering the goods specified in item 5.42.

5.42.2 When the goods are released by the competent authorities and are available for delivery to the USER, the SELLER must contact the USER and the BUYER to inform them of the situation and schedule the delivery, which must occur within 30 (thirty) days, as per the previous item.

5.42.3 The SELLER must keep the USER and the BUYER informed at all times about the current status of the transport, using the contact details provided in the Moving Order and the Contract."

Service Provision

5.43 The professionals hired by the SELLER responsible for the execution of the services must be at least 18 years old.

5.44 In the case of subcontracting, the SELLER must ensure that the subcontracted companies comply with all the terms stipulated in this process, and will be responsible for any non-compliance by them.

Routine Procedures to be Followed

5.44 The contractual execution will observe the following routines:

5.44.1 Inspection of the goods to be transported;

5.44.2 Provision of materials necessary for packing and securing the USER's goods;

5.44.3 Dismantling and packing of the USER's goods;

5.44.4 Loading of furniture and baggage from the USER's residence into the transport equipment or storage facility;

5.44.5 Determination of the total volume of the goods;

5.44.6 Packing the move into a container or a dedicated truck for each USER;

5.44.7 Storage in the country of origin for the time necessary to complete all required transport procedures;

5.44.8 Handling in the city of origin, including the use of equipment such as external elevators, when necessary;

5.44.9 Transport and terminal handling fees, from the origin to the final destination, including any administrative procedures to obtain permits from public authorities for vehicle access to specific locations and street closures;

5.44.10 Unloading and handling in the destination city, including the use of equipment such as external elevators, when necessary;

5.44.11 Storage in the destination country, at the USER's request, for up to 30 days;

5.44.12 Removal of baggage from storage and placement inside the USER's residence, as specified by the USER;

5.44.13 Unpacking and assembling of furniture;

5.44.14 Removal of packing materials from the USER's residence.

6. PRICE

6.1 The price of the contracted services is fixed and per unit of transportation considering the quotation of the contracted company for each volume range, in accordance to the price proposal and in observance to the limit allowed for each USER.

6.1.1 The final price of the transport will be composed, according to the price proposal, by the amount offered by the SELLER for the assessed volume range.

6.1.1.1 Transport between cities will be a fixed amount, considering the volume to be transported, within the specified volume ranges, according to the price proposal model.

6.1.2 The final transport price must cover all costs necessary for fulfilling the service, including fees, taxes, storage costs, transportation, customs clearance, demurrage fees, administrative fees, material consumption, and other associated costs, except for insurance costs, which are described in item 5.38.

6.2 The insurance will be funded by the BUYER, with the BUYER being charged at the proposed rate, up to a maximum of 3.25%, of the value of the goods to be transported as declared by the USER, within the limit pre-established in the Moving Order.

6.3 The total service value for each move will be obtained by summing the transport value and the insurance value, in accordance with the terms of the Reference Term.

7. CONTRACT MANAGEMENT

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

7.2 In case of impediment, stoppage order, or suspension of the contract, the execution schedule will be automatically extended for the corresponding time, with such circumstances being noted by a simple amendment.

7.3 Communication 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.

7.4. The agency or entity may call a representative of the company to take immediate action on measures that need to be implemented without delay.

7.5 After contract signing or equivalent instrument, the agency or entity may summon the representative of the contracted company for an initial meeting to present the supervision plan, which will contain information about contractual obligations, supervision mechanisms, strategies for object execution, the contractor's complementary execution plan, if any, the method for measuring results, and applicable sanctions, among others.

Contract Supervisor

7.6 The execution of the contract must be monitored and supervised by the contract inspector(s) or their respective substitutes (Law No. 14,133 of 2021, art. 117, main clause), appointed in advance by AdiNavColômbia and communicated to the winning bidder.

Technical Supervisor

7.7 The contract's technical supervisor will monitor the execution of the contract to ensure that all conditions established in the contract are met, aiming to achieve the best results for the Administration. (Decree No. 11,246 of 2022, art. 22, VI);

7.8 The contract's technical supervisor will record all occurrences related to the execution of the contract in the contract management history, including descriptions necessary for the regularization of any deficiencies or defects observed. (Law No. 14,133 of 2021, art. 117, §1° and Decree No. 11,246 of 2022, art. 22, II);

7.9 If any inaccuracies or irregularities are identified, the contract's technical supervisor will issue notifications for the correction of the contract execution, specifying a deadline for the correction. (Decree No. 11,246 of 2022, art. 22, III);

7.10 The contract's technical supervisor will inform the contract manager, in a timely manner, of any situation that requires a decision or measures beyond their authority, so that the necessary and corrective measures can be taken, if applicable. (Decree No. 11,246 of 2022, art. 22, IV);

7.11 In the case of occurrences that may hinder the execution of the contract on the scheduled dates, the contract's technical inspector will immediately notify the contract manager. (Decree No. 11,246 of 2022, art. 22, V);

7.12 The contract's technical supervisor will notify the contract manager, in a timely manner, of the end of the contract under their responsibility, with a view to the timely renewal or extension of the contract. (Decree No. 11,246 of 2022, art. 22, VII);

7.13 The oversight described in this clause does not exclude or reduce the responsibility of the SELLER, including towards third parties, for any irregularities, even if resulting from technical imperfections, hidden defects, or the use of inadequate or inferior quality materials. In such cases, it does not imply shared responsibility of the BUYER or its agents, managers, and inspectors, for compliance.

Administrative Supervisor

7.14 The administrative contract supervisor will verify the maintenance of the contractor's qualification conditions, monitor the commitment, payment, guarantees, deductions, and the formalization of amendments and addenda, requesting any relevant supporting documents if necessary (Art. 23, I and II, of Decree No. 11,246 of 2022).

7.15 In the event of a breach of contractual obligations, the administrative contract supervisor will promptly address the issue, reporting to the contract manager to take the necessary measures when it exceeds their authority; (Decree No. 11,246 of 2022, art. 23, IV).

Contract Manager

7.16 The contract manager will coordinate the updating of the contract monitoring and oversight process, including all formal records of the execution in the contract management history, such as service orders, occurrence records, amendments, and contract extensions. They will prepare a report to assess the need for adjustments to the contract in order to fulfill the administrative purpose. (Decree No. 11,246 of 2022, art. 21, IV).

7.17 The contract manager will monitor the records made by the contract supervisors of all occurrences related to the execution of the contract and the measures taken, and will inform, if necessary, the higher authority of those that exceed their own authority. (Decree No. 11,246 of 2022, art. 21, II).

7.18 The contract manager will oversee the maintenance of the contractor's qualification conditions for the purposes of expense commitment and payment, and will note any issues that impede the normal flow of liquidation and payment in the report on potential risks. (Decree No. 11,246 of 2022, art. 21, III).

7.19 The contract manager will issue a document certifying the evaluation conducted by the technical, administrative, and sectoral inspectors regarding the fulfillment of the SELLER's obligations, mentioning their performance in contract execution based on objectively defined and measured indicators, and any penalties applied, which should be included in the compliance attestation register. (Decree No. 11,246 of 2022, art. 21, VIII).

7.20 The contract manager will take steps to formalize an administrative process for holding the SELLER accountable for the application of sanctions, to be conducted by the committee referred to in art. 158 of Law No. 14,133 of 2021, or by the agent or department with the appropriate authority, as applicable. (Decree No. 11,246 of 2022, art. 21, X).

7.21 The contract manager must send the relevant documentation to the contracts department for the formalization of liquidation and payment procedures, in the amount determined by oversight and management according to the contract.

8. MEASUREMENT AND PAYMENT CRITERIA

8.1 The evaluation of the execution of the object will use the provisions set forth in this section.

Receipt

8.2 The services will be provisionally received within 5 days by the technical and administrative supervisors, upon detailed terms, when compliance with technical and administrative requirements is verified.

8.3 The timeframe mentioned above shall be counted from the receipt of a billing communication from the SELLER with proof of the services provided relating to the portion to be paid.

8.4 The services will be considered as received within 10 days, counted from the certification by the recipient after verification of the quality and quantity of the service performed, by presenting the Moving Delivery Form (Appendix IV) signed by the service member.

8.5 Provisional or final acceptance will not exclude civil liability for the safety of the service, nor the ethical-professional responsibility for the proper execution of the contract.

Payment

8.6 Payment will be made in two installments:

a) the first invoice with the total insurance value and an additional 30% of the specific service value, after packing and shipment of the goods; and


b) the second invoice with the remaining 70% of the specific service, after the delivery of the goods to the beneficiary at their residence in Brazil and the presentation of the definitive receipt certificate of their PERSONAL ITEMS in good condition, without damages occurring during their storage and transportation, and the submission of the legal invoice related to this phase.

8.7 In case of an insurance claim (damaged or lost household goods), the payment of the remaining 70% will be made by BNCW after the insurance company pays the recipient all amounts due for the claim, enabling the recipient to sign the Baggage Receipt Certificate.

Liquidation

8.8 In case of an error in the presentation of the invoice or equivalent billing instrument, or circumstances preventing the settlement of the expense, it will be suspended until the SELLER takes corrective measures, restarting the deadline after proof of regularization of the situation, without cost to the BUYER.

Payment Deadline

8.9 Payment will be made by bank transfer, in USD, within 30 days from the receipt of the original Invoice, which should contain: issuance date, contract number, bank details for payment, and the amount to be paid in USD. 

8.9.1 Invoices should be sent to the e-mail adinavcolombia.secom@marinha.mil.br, as well as physically by mail or in hands to the Brazilian Naval Attache Office in Colombia.

8.9.2 The Brazilian Naval Commission in Washington will make the payment in accordance to the invoice received, not being responsible for the payment of any banking fees due at the SELLER's bank.

8.9.3 The BUYER is exempt from taxes throughout the United States of America for purchases exceeding USD 500.00. A copy of the tax exemption card can be provided upon request.

9. FORM AND CRITERIA FOR SUPPLIER SELECTION AND SUPPLY METHOD

Form of selection and criteria for selecting the winning proposal

9.1 The supplier will be selected by a bidding process through an Online Reverse Bid Auction, adopting the lowest price judgment criteria, **including the insurance cost.**

Execution Regime

9.2 The execution regime of the contract will be by unit price contract, where payments correspond to the measurement of the services actually performed. The execution of the object will be carried out according to the need.

Qualification Requirements

9.3 For the purposes of qualification, the bidder must provide evidence of the following requirements:

Legal Qualification

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

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

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

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

9.3.5 Certificate of good standing and certificate of liability insurance (proof of insurance).

Economic-Financial Qualification

9.3.6 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;

9.3.7 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.

Technical Qualification

9.3.8 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;

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

9.4 If it is impossible to present any qualification document due to local legislation, an equivalent document should be provided or a formal justification should be submitted to the contracting party explaining the reasons for the impossibility.

9.5 All documents must be up-to-date and valid and may be presented either in original or copy.

9.6 Documents with expired validity will not be accepted.

9.7 After the submission of qualification documents, no replacement or presentation of new documents will be allowed, except in the case of diligence, for:

9.8 Complementation of information regarding documents already submitted, if necessary to clarify facts existing at the time of the bid opening; and

9.9 Updating of documents whose validity has expired after the date of receipt of the proposals.

9.10 In the analysis of qualification documents, errors or flaws that do not alter the substance of the documents and their legal validity may be corrected, provided that a reasoned dispatch is recorded and accessible to all, granting them effectiveness for the purposes of qualification and classification.

10. CONTRACT VALUE ESTIMATE

10.1 The total estimated cost of the contract is USD 205,915.97 (two hundred five thousand nine hundred fifteen US dollars and ninety-seven cents), according to the costs shown in the price comparison tables. The Market Research was carried out through a Request for Quotation to well-known companies in the field of the object of such bidding process, with experience and training to provide the intended service in the local market.

11. BUDGET ALLOCATION

11.1 The expenses to meet this bidding are scheduled in its budget allocation, provided for in the Union budget for the year 2024, in the classification below:

Management/Unit:	00001/70200
UGR/UGE:	01030/70200
PTRES:	174702
INTERNAL ACTION:	B481TB002OJ
Nature of Expense	339033

Bogota, Colombia, September 18th 2024.



LUIGGI CAMPANY DE OLIVEIRA
Captain -- Brazilian Navy
Brazilian Naval Attache in Colombia