



**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON**

BID N° 06/2025

BLANKET PURCHASE AGREEMENT (BPA) - N. 03/2025

Administrative Process n° 63150.002209/2025-71

The BRAZILIAN NAVY, through the BRAZILIAN NAVAL COMMISSION IN WASHINGTON (CNBW), located at 5130 Macarthur Boulevard N.W, Washington, DC, 20016-3316, herein represented by its President, Navy Captain HUGO MARTORELL RODRIGUES GARCIA, appointed under Ordinance No. 101, dated May 8, 2024, published in the Official Gazette on May 17, 2025 (Issue 133, section 3, page 23), in light of the outcome of the solicitation process, for the purpose of establishing a Blanket Purchase Agreement (BPA) No. 03/2025, and in accordance with the classification obtained and the quantities quoted by the vendor, RESOLVES to register the prices of company CLIPPER OIL, INC., headquartered in 2488 Historic Decatur Road, Suite 250, San Diego, CA 92106 - USA, represented by KEVIN GEORGE ALAMEDA, under the conditions of the Solicitation and the Terms of Reference, and as follows:

1 - OBJECT

1.1 This BPA aims to register prices for the acquisition of Marine Diesel Oil (ODM), intended for supply in Santo Domingo, in the Dominican Republic, with a view to adequate logistical support to the naval resources of the Brazilian Navy that are in commission in the area of jurisdiction of the Brazilian Naval Commission in Washington (CNBW), according to the conditions and requirements established in this Term of Reference (TR), Notice, as well as in its annexes, which are an integral part of this Minutes, as well as the proposals whose prices have been registered, regardless of transcription.

2 - PRICES, SPECIFICATIONS AND QUANTITIES

2.1 The registered price, specifications of the goods, maximum quantity per item, supplier(s), and other terms offered in the proposals are as follows:

Item	NSN	Harbor	Product	Estimated Quantity	Platts Table Percentage
1	9140-19-002-4045	Santo Domingo (DOM)	ODM	100.000	74.4%

2.2 The price proposal does not include the 5% bunkering fee charged by the port of Santo Domingo

2.3 The list of suppliers in the Backup vendor list is attached as an annex to this BPA.

3 – MANAGING AND PARTICIPATING AGENCIES

3.1 The managing agency will be the Brazilian Naval Commission in Washington (BNCW).

3.2 There are no other participating agencies or public entities included in the BPA.

4 – ADHERENCE TO THE BPA

4.1 Given the specific nature of the procurement—fueling Brazilian military vessels on mission within BNCW's jurisdiction—no external adherence to this BPA by other agencies or entities shall be permitted.

5 – VALIDITY, FORMALIZATION AND BACKUP VENDOR LIST

5.1. The validity of this Blanket Purchase Agreement shall be one (1) year, starting from the first business day following its publication on the CNBW website, and it may not be extended, pursuant to Art. 12, §4, item III, of Ordinance GM-MD No. 5.175/2021.

5.1.1. Contracting shall be subject, in each fiscal year, to the availability of budget appropriations, as well as to inclusion in the multi-year investment plan, if it extends beyond one fiscal year.

5.1.2. The issuance of the Fuel Authorization must indicate the availability of the corresponding budgetary funds.

5.2. The contractual relationship with the suppliers listed in the BPA shall be formalized upon the supplier's acceptance of the Fuel Authorization issued by CNBW, as per the model annexed to the Terms of Reference.

5.2.1. The Fuel Authorization, which serves as a substitute for a formal contract as referred to in item 5.2, must be signed within the validity period of the BPA.

5.3. Upon award of the solicitation, the following conditions shall apply to the formalization of the BPA:

5.3.1. The awarded unit prices and estimated quantities shall be recorded in the BPA, pursuant to item 6.2.1 of the Solicitation;

5.3.2. The BPA shall include, as an annex, the list of suppliers or offerors who:

5.3.2.1. Agree to supply goods, works, or services at the same prices as those of the awarded bidder, while preserving the ranking established in the solicitation; and

5.3.2.2. Choose to maintain their original proposals.

5.3.3. In issuing Fuel Authorizations, CNBW shall follow the classification order of the suppliers or offerors listed in the BPA.

5.4. The list referred to in item 5.3.2 is intended to establish a backup vendor list, to be used in the event the primary BPA holder is unable to fulfill the requirement.

5.5. For the purposes of classification order, suppliers or offerors who agree to reduce their proposal to the price of the awarded bidder shall precede those who retain their original proposal.

5.6. The qualification of suppliers included in the backup vendor list referred to in item 5.3.2 shall occur only when it becomes necessary to contract remaining offerors, under the following circumstances:

5.6.1. When the awarded supplier fails to sign the BPA within the period and under the conditions set forth in the Solicitation; and

5.6.2. When the BPA registration is canceled, pursuant to the provisions in item 9.

5.7. The registered prices, along with the list of suppliers, shall be published on the CNBW website and remain available during the term of the BPA.

5.8. The BPA shall be signed electronically and made available in the Price Registration System, as provided in the Solicitation.

5.8.1. The BPA should preferably be signed electronically, with verification instructions for authenticating the signature (e.g., providing a link to verify the digital signature online).

5.8.2. If electronic signature is not possible, the supplier must physically sign and initial each page of the BPA and send a scanned copy by email, according to local procedures.

5.9. If the supplier fails to sign the BPA within the deadline and under the conditions established in the Solicitation, CNBW may, at its discretion, invite the next-ranked suppliers from the backup list, in order of classification, to sign the BPA under the same terms and deadlines proposed by the top-ranked supplier.

5.10. If none of the suppliers listed in item 5.3.2.1 accepts the contract under the terms of the previous item, CNBW may, while considering the estimated value and any updates allowed under the Solicitation:

5.10.1. Invite other remaining suppliers whose prices were registered without reduction, in order of classification, to negotiate better pricing, even if the result is above the price of the awarded bidder; or



5.10.2. Award and formalize the contract under the terms originally proposed by the remaining suppliers, following the order of classification, if the negotiation of better conditions fails.

5.11. The existence of registered prices constitutes a commitment to supply under the stated conditions but does not obligate CNBW to contract. CNBW may conduct a separate solicitation for the desired acquisition, provided it is duly justified.

6. MODIFICATION OR ADJUSTMENT OF REGISTERED PRICES

6.1. The registered prices may be modified or adjusted due to any reduction in market prices or due to events that increase the cost of the registered goods, works, or services, under the following circumstances:

6.1.1. In cases of force majeure, acts of God, acts of the sovereign (*factum principis*), or as a result of unforeseeable events—or foreseeable events with incalculable consequences—that render the execution of the BPA unfeasible as originally agreed, pursuant to Article 124, item II, subitem “d” of Law No. 14.133/2021;

6.1.2. In the event of creation, modification, or elimination of any taxes or legal charges, or the enactment of new legal provisions, with a demonstrable impact on the registered prices;

6.1.3. When the solicitation provides for a clause of price adjustment or price revision (repactuation) concerning the registered prices, under Law No. 14.133/2021.

6.1.3.1. In the case of price adjustment, the annual periodicity and the specific index set forth in the contract must be observed;

6.1.3.2. In the case of price revision, it may be requested by the contractor, according to the criteria defined in the solicitation.



7. NEGOTIATION OF REGISTERED PRICES

7.1. If the registered price becomes higher than the prevailing market price due to a supervening reason, the managing agency shall summon the supplier to negotiate a reduction of the registered price.

7.1.1. If the supplier refuses to reduce its price to match market levels, it shall be released from the commitment related to the registered item, without application of administrative penalties.

7.1.2. In the case described above, the managing agency shall summon the suppliers listed in the backup vendor list, in order of classification, to verify whether they agree



to reduce their prices to current market levels. Suppliers whose registration has been canceled shall not be summoned.

7.1.3. If the negotiations are unsuccessful, the managing agency shall proceed with the cancellation of the Blanket Purchase Agreement and adopt appropriate measures to secure a more advantageous procurement.

7.1.4. If a registered price is reduced, the managing agency shall notify all agencies or entities that have signed contracts under the BPA so they may assess the advisability and timeliness of negotiating a contract amendment, pursuant to Article 124 of Law No. 14.133/2021.

7.2. If the market price becomes higher than the registered price and the supplier is unable to fulfill the obligations established in the BPA, the supplier may request a price adjustment from the managing agency, provided that a supervening event is proven to have made performance at the original price unfeasible.

7.2.1. In such case, the supplier shall submit, along with the adjustment request, supporting documentation or a cost spreadsheet demonstrating the unfeasibility of the registered price under the originally agreed conditions.

7.2.2. If the supplier fails to demonstrate the existence of a supervening event that renders the registered price unfeasible, the request shall be denied by the managing agency, and the supplier shall be required to comply with the obligations set forth in the BPA, under penalty of registration cancellation pursuant to item 9.1, without prejudice to the sanctions provided in Law No. 14.133/2021 and other applicable laws.

7.2.3. In the event of cancellation of the supplier's registration as provided in the previous item, the managing agency shall summon the suppliers listed in the backup vendor list, in order of classification, to verify whether they agree to maintain their registered prices, pursuant to item 5.7.

7.2.4. If negotiations are unsuccessful, the managing agency shall cancel the BPA in accordance with item 9.4 and take appropriate measures to secure a more advantageous procurement.

7.2.5. If the supplier demonstrates that a market price increase has rendered the registered price unfeasible, as described in items 7.2 and 7.2.1, the managing agency shall update the registered price to reflect current market conditions.

7.2.6. The managing agency shall notify the agencies and entities that have signed contracts under the BPA of the effective price adjustment, so they may assess whether a contract amendment is necessary, pursuant to Article 124 of Law No. 14.133/2021.

8. REALLOCATION OF QUANTITIES REGISTERED IN THE BPA

8.1. Given the nature of the procurement, which is conducted at the international level, the reallocation of quantities referred to in Article 30 of Decree No. 11.462/2023 shall not apply.



9. CANCELLATION OF THE AWARDED SUPPLIER'S REGISTRATION AND REGISTERED PRICES

9.1. The supplier's registration shall be canceled by the managing agency in the following cases:

9.1.1. Failure to comply with the terms of the BPA without justified cause;

9.1.2. Failure to accept the Fuel Authorization within the deadline established by CNBW, without reasonable justification;

9.1.3. Refusal to maintain the registered price, as governed by Sections 6 and 7 of this BPA; or

9.1.4. If the supplier is subject to the sanctions provided in items III or IV of the caput of Article 156 of Law No. 14.133/2021, namely: suspension from bidding and contracting, or a declaration of ineligibility to bid or contract, respectively.

9.1.4.1. In the event of a sanction under items III or IV of Article 156 of Law No. 14.133/2021, if the penalty does not exceed the BPA's period of validity, the managing agency may, through a reasoned decision, choose to maintain the supplier's registration, provided that no contracts may be issued under the BPA while the sanction remains in effect.

9.2. Cancellations based on the grounds listed in item 9.1 shall be formalized through a written decision issued by the managing agency, with due regard for the principles of adversarial proceedings and ample defense.

9.3. In the event of cancellation of the supplier's registration, the managing agency may summon the next-ranked suppliers from the backup vendor list, in order of classification.

9.4. The managing agency may fully or partially cancel the prices registered in a specific BPA in the following cases, provided they are duly justified and evidenced:

9.4.1. For reasons of public interest;

9.4.2. At the supplier's request, due to force majeure or acts of God; or

9.4.3. If negotiations fail in cases where the market price becomes either higher or lower than the registered price, in accordance with Articles 26, §3 and 27, §4 of Decree No. 11.462/2023.

10. SANCTIONS AND PENALTIES

10.1. Failure to comply with the terms of this Blanket Purchase Agreement shall result in the application of the penalties set forth in the Terms of Reference.



10.1.1. Penalties shall also apply to suppliers listed in the backup vendor list who, once summoned and having signed the BPA, unjustifiably fail to honor the commitment assumed.

10.2. The imposition of penalties for breach of the BPA is the responsibility of the managing agency (Art. 7, item XIV of Decree No. 11.462/2023), except in cases where the breach pertains to contracts executed by participating agencies or entities, in which case the applicable penalties shall be imposed by the relevant participating agency (Art. 8, item IX of Decree No. 11.462/2023).

10.3. The participating agency or entity must notify the managing agency of any of the occurrences listed in item 9.1, given the need to initiate proceedings to cancel the supplier's registration.

11. GENERAL CONDITIONS

11.1. The general conditions governing performance of the object—such as delivery and acceptance deadlines, the obligations of CNBW and the awarded supplier, applicable penalties, and all other terms of the agreement—are set forth in the Terms of Reference attached to the Solicitation, especially in items 1.1, 1.2, 1.3, 1.5, 1.6, 1.7, 1.13, 1.14, 4, 5, and Annex I.

In witness whereof, this Blanket Purchase Agreement is executed in 02 copies of equal form and content. After being read and found to be in order, it is signed by the parties, and a copy shall be forwarded to the other participating agencies (if applicable).

Washington, DC, October 15, 2025.

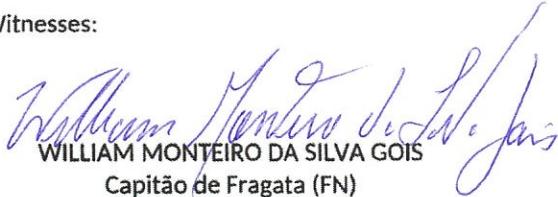


HUGO MARTORELL RODRIGUES GARCIA
Captain
President of BNCW



KEVIN GEORGE ALAMEDA
Legal Representative of the Contractor
CLIPPER OIL, INC.

Witnesses:



WILLIAM MONTEIRO DA SILVA GOIS
Capitão de Fragata (FN)
Chefe do Departamento de Obtenção



ERIC SHAHTAJI
CLIPPER OIL, INC.