



**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

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

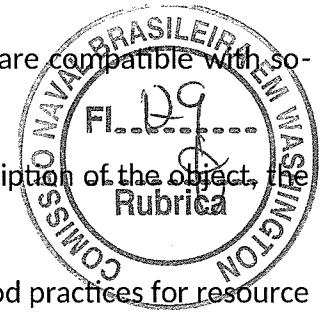
2.1. The basis for the hiring and its quantities are detailed in the Preliminary Technical Studies.

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

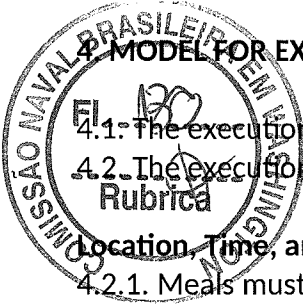
3.5. For the correct sizing and preparation of their proposal, a prior evaluation of the service execution site is allowed to fully understand the conditions and peculiarities of the object to be contracted. Interested parties are guaranteed the right to conduct a technical inspection, accompanied by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

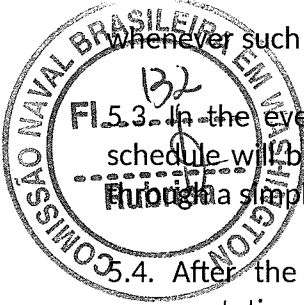
4.2.21. Daily, all cutlery, dishes, countertops, appliances, self-service buffet (during and after meals), tables, and floors must be left clean and in good condition, ready for the next day's lunch.

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.

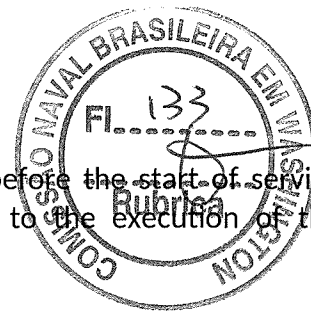
Contract Manager

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.

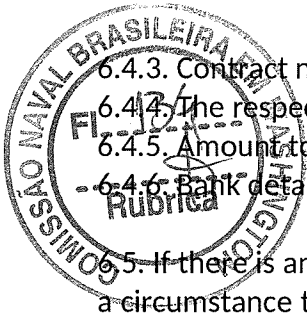
Liquidation

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.

Antonio Lopes dos Santos Filho
 ANTONIO LOPES DOS SANTOS FILHO
 LT-CDR – Brazilian Navy
 Head of General Services Division

Approved by:

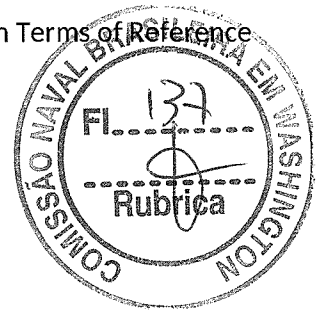
Washington, DC October 29th, 2024.

Alexandre Vizeu Dias
 ALEXANDRE VIZEU DIAS
 CAPTAIN – Brazilian Navy
 President



**MINISTRY OF DEFENSE
BRAZILIAN NAVY**

BRAZILIAN NAVAL COMMISSION IN WASHINGTON
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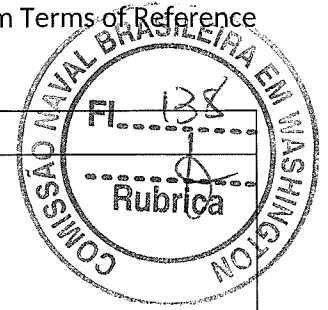


BASE MENU - MENU SUGGESTIONS BY TYPE

TYPE A - PREMIUM MENU

COURSE	OPTIONS
STARTERS	<ul style="list-style-type: none"> • Caprese Salad; • Seafood Salada; • Cobb Salad; • Egg Salada; • Ceaser Salad; • Quinoa Salad; • Potato Soup; or • Vegetable Soup.
MAIN COURSE	<ul style="list-style-type: none"> • Cod Casserole; • Grilled Beef Tenderloin with Mushroom and Caramel sauce; • Grilled New York Strip; • Salmon with Caper Sauce; • Premium Fish, considering market prices and offers, including seasonal offerings; • Traditional dishes from Brazilian regions, such as: Typical Brazilian Feijoada, Dobradinha, Beef Ribs with Watercress, Tropeiro Beans and Bobo - Schrimp typical dish.
SIDE DISHES	<ul style="list-style-type: none"> • Rice (70% - white and 30% - brown) or pasta (lasagna, fettuccine, spaghetti, with different fillings and sauces)
ADDITIONAL SIDE DISHES	<ul style="list-style-type: none"> • Fried Cassava sticks; • French fries; • Mashed Potatoes; or • Steamed Vegetables.
DESSERT	<ul style="list-style-type: none"> • Fruits; • Fruits Salad with Cream; • Ice Cream; • Dulce de Leche; • Fruit/Chocolate Mousse; • Pudding; • Guava Paste with White Cheese (Romeo and Juliet); • Cheesecake; or • Cake.
JUICE	<ul style="list-style-type: none"> • - Soft Drinks or Juice (orange, apple, passion fruit, cashew, or grape, etc.)

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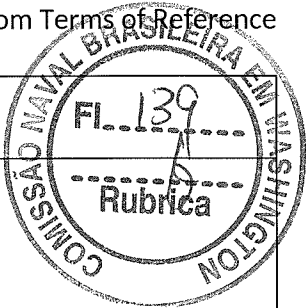
**TYPE B – STANDARD (INTERMEDIATE) MENU**

COURSE	OPTIONS
STARTERS	<ul style="list-style-type: none"> • Caprese Salad; • Seafood Salada; • Cobb Salad; • Egg Salada; • Caeser Salad; • Quinoa Salad; • Potato Soup; or • Vegetable Soup.
MAIN COURSE	<ul style="list-style-type: none"> • - Steak; • Chicken Fillet with different sauces; or • Beef/Chicken stroganoff.
SIDE DISHES	<ul style="list-style-type: none"> • Rice (white – 70% and brown – 30%; • Black or brown beans.
ADDITIONAL SIDE DISHES	<ul style="list-style-type: none"> • Fried Cassava; • French Fries; • Mashed Potatoes; • Sauteed Potatoes; • Spaghetti; or • Steamed Vegetables.
DESSERT	<ul style="list-style-type: none"> • Fruits; • Fruits Salad with Cream; • Ice Cream; • Dulce de Leche; • Fruit/Chocolate Mousse; • Pudding; • Guava Paste with White Cheese (Romeo and Juliet); • Cheesecake; or • Cake.
JUICE	<ul style="list-style-type: none"> • - Juice (orange, apple, passion fruit, cashew, or grape, etc.).

TYPE C – BASIC MENU

COURSE	OPTIONS
STARTERS	<ul style="list-style-type: none"> • Caprese Salad; • Seafood Salada; • Cobb Salad; • Egg Salada; • Caeser Salad; • Quinoa Salad; • Potato Soup; or • Vegetable Soup.
MAIN COURSE	<ul style="list-style-type: none"> • Beef; • Pork Chops; • Grilled or Fried Fish Fillet; or • Meat or Cheese and Ham Lasagna.

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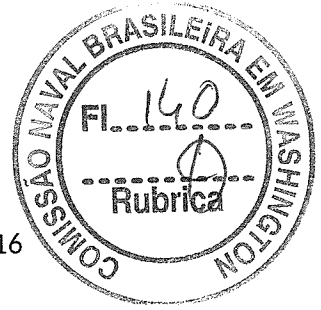
SIDE DISHES	<ul style="list-style-type: none"> • Rice (white - 70% and brown - 30%; • Black or brown beans.
ADDITIONAL SIDE DISHES	<ul style="list-style-type: none"> • Fried Cassava; • French Fries; • Mashed Potatoes; • Sauteed Potatoes; • Spaghetti; or • Steamed Vegetables.
DESSERT	<ul style="list-style-type: none"> • Fruits; • Fruits Salad with Cream; • Ice Cream; • Dulce de Leche; • Fruit/Chocolate Mousse; • Pudding; • Guava Paste with White Cheese (Romeo and Juliet); • Cheesecake; or • Cake.
JUICE	<ul style="list-style-type: none"> • Juice (orange, apple, passion fruit, cashew, or grape, etc.).

Note: The menus are suggestions of dishes that are examples and not an exhaustive list, considered only for the purpose of parameterization with Brazilian cuisine.

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



TECHNICAL INSPECTION FORM

The Brazilian Naval Commission in Washington certifies that the undersigned Legal Representative conducted a technical visit to the facilities related to the BID PROCESS 11/2024, to gather all information and conditions for the execution of the project.

Brazilian Naval Commission in Washington:

Date: ____/____/2024

Printed Name: _____

Signature: _____

Legal Representative of the Company:

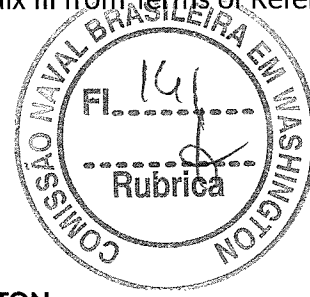
Company: _____

Printed Name: _____

Identification Number: _____

Signature: _____





**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON
APPENDIX III OF TERMS OF REFERENCE
MEASUREMENT INSTRUMENT FOR RESULTS (MIR)**

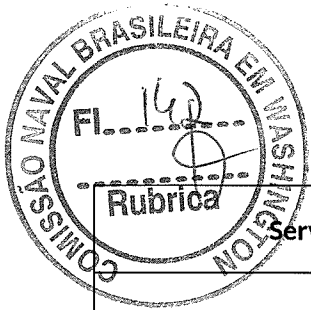
1 - The cost of performing the services outlined in this Terms of Reference will refer to the exact and precise execution with the highest quality and quantity to meet the needs of the CONTRACTING PARTY. Therefore, contractual execution that does not achieve the objectives of the contracted services will result in proportional payment for what has been carried out. Quality levels of service provision and corresponding payment adjustments will be used, promoting remuneration proportional to the fulfillment of the agreed service levels as provided by the regulation IN No. 005/2017/MPOG.

2 - The provisions of this item do not overlap with the penalties outlined in item 5.16; both can be applied concurrently, considering the peculiarities of each case, since the MIR results from the actions of the administration representative when certifying the services, while the contractual sanction arises from the actions of the contract manager, observing the right to defense and due process of the company, which is not necessary for the MIR, as it is a condition and rule for fulfilling the object.

3 - The calculation will be the sum by service group. If the occurrence recurs in the same service group, from the third occurrence, the factor will be multiplied by two, following the corresponding deduction procedure of the invoice for the requested month.

4 - The contract oversight will monitor daily the compliance with activities, as per the perspective of BNCW, and will subsequently record the result in the control spreadsheet, applying the respective scoring for service execution when certifying the invoice, applying the following deduction actions:

Procedure	Score
Deduction corresponding to 1% of the Invoice	Greater than or equal to 1 and less than 3
Deduction corresponding to 2% of the Invoice	Greater than or equal to 3 and less than 4
Deduction corresponding to 3% of the Invoice	Greater than or equal to 4 and less than 6
Deduction corresponding to 5% of the Invoice	Above 6



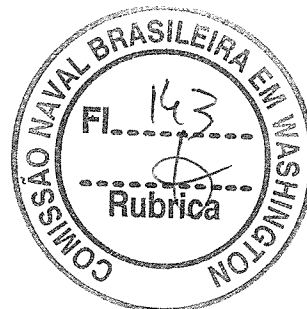
Evaluation Table

Service	Occurrence	Score	1st Occurrence	2nd Occurrence	3rd Occurrence
Materials used	Supply of products in a quantity less than contracted.	0.5	1	1	2
Accommodation of food in inappropriate containers.	0.25	1	1	2	
Identification of foreign objects in food, such as hair, insects, and/or others.	0.5	1	1	2	
Delay in service provision causing disruption and delay in lunch execution.	0.5	1	1	2	
Food presented at an inappropriate temperature for the product, hot when it should be cold, and cold when it should be hot.	0.5	1	1	2	
Supply of material with quality inferior to that contracted.	0.5	1	1	2	
Human resources	Failure to provide an assistant to set up meals in the self-service buffet.	0.25	1	1	2
Not leaving the dining area, as well as all cutlery, dishes, counters, appliances, self-service buffet (during and after meals), tables, and floor clean and in good condition, ready for the next day's lunch.	0.25	1	1	2	
Assistant not presenting personal hygiene conditions compatible with the execution of the service.	0.5	1	1	2	


 ANTONIO LOPES DOS SANTOS FILHO
 LT-CDR - BRAZILIAN NAVY
 Head of General Services Division



**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON**



DRAFT

Contract between

Brazilian Naval Commission in Washington

and

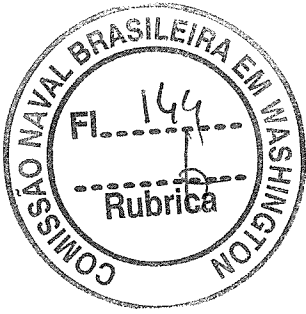
_____ **(Winning Bidder)**

for

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.

Contract n° _____

PROCESS N° 63150.002250/2024-66



Contract N° _____

Contract signed between the Brazilian Naval Commission in Washington and _____ (Winning bidder) for the 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.

The Brazilian Federal Government, through the Brazilian Naval Commission in Washington (BNCW), Brazilian Navy, located at 5130 MacArthur Blvd., N.W., Washington, DC, 20016, represented herein by his President, **CAPT ALEXANDRE VIZEU DIAS**, appointed by Directive No. 62, 2023, holder of Brazilian Navy Identification Card No. _____, hereinafter referred to as **BUYER**, and the company _____ (Winning Bidder), represented by _____ (name), holder of the Identity document n° _____, with main offices located at _____ (Winning bidder address), hereinafter referred to as **SELLER**, in view of what is stated in Process n° **63150.002250/2024-66**, in compliance with the provisions of Regulation GM-MD No. 5.175, of December 15, 2021, adapted to local peculiarities, hereby decide to enter into this Contract Agreement, resulting from the Online Reverse Bid Auction No. 03/2024, through the clauses and conditions set out below.

1. OBJECT:

1.1 The object regarding this contract is the 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, in accordance to the table bellow and the conditions and requirements listed in the Terms of Reference.

1.2 Object of the contract:

ITEM	DESCRIPTION	Monthly Amount	Annual Amount
1	the 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, based on an average of 51 meals per day.	\$	\$

1.3 Bind this Contract, regardless of the transcript:

- 1.3.1 The Terms of Reference;
- 1.3.2 The Bidding Notice;
- 1.3.3 The **SELLER**'s Proposal;

1.3.4 Any attachments to the above documents.

2. TERM AND EXTENSION

2.1 The contract term is 12 months from the contract signing date, in accordance with Article 55 of GM-MD Ordinance No. 5,175, dated December 15, 2021, extendable up to a maximum of 60 months, if there is interest from the Administration.

2.2 The extension referred to in this item is subject to approval by the competent authority, confirming that the conditions and prices remain advantageous for the Administration, allowing negotiation with the **SELLER**, while ensuring compliance with the following requirements:

- a) It is formally demonstrated in the process that the service provision has a continuous nature;
- b) A report detailing the contract execution is attached, indicating that the services have been provided regularly;
- c) A written justification and reason attached, stating that the Administration maintains interest in the service;
- d) There is an express statement from the **SELLER** indicating interest in the extension;
- e) It is proven that the **SELLER** maintains the initial qualification conditions.

2.3 The contract cannot be extended when the **SELLER** has been penalized with sanctions such as declaration of unsuitability or prohibition from bidding and contracting with the public sector, observing the scope of application.

2.4 The term and execution may be extended through the signing of an amendment.

3. DELIVERY AND CONTRACT MANAGEMENT

3.1 The contractual execution regime, the management and execution models, as well as the deadlines and conditions for completion, delivery, observation and receipt of the object are set out in the Terms of Reference, attached to this Contract.

3.2 All notices or permissions required by BNCW and the Seller to each other must be formal, written in English, and must be followed by an acknowledgment of receipt. Notices must be addressed to the contacts below:

For the **SELLER**:

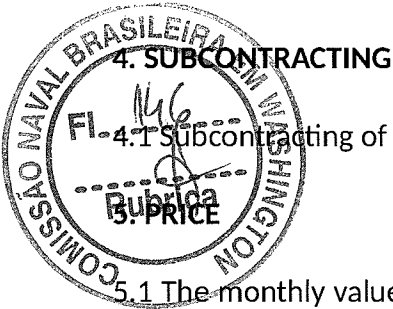
Name of the Contact from the **SELLER**
SELLER's name
SELLER's telephone number
SELLER's E-mail address

For the **BUYER**:

Brazilian Naval Commission in Washington
 ATTN: Bidding and Administrative Contracts Division
 Contract Number: _____
 Telephone: (202) 244-3950 – ext.: 320/321
 Email: elias.ferreira@marinha.mil.br and

manoela.accioly@marinha.mil.br





4. SUBCONTRACTING

4.1 Subcontracting of the contractual object is not permitted.

5.1 The monthly value of the contract is USD xxxxx (XXXXXXXXXX American dollars), comprising of a total of USD xxxxx (XXXXXXXXXX American Dollars)

5.2 The above amount includes all ordinary direct and indirect expenses arising from the execution of the object, including taxes and/or duties, social, labor, social security, fiscal, and commercial charges, administrative fee, freight, insurance, and other expenses necessary for the full compliance with the contract object.

5.3 The above amount is merely an estimate, so payments due to the **SELLER** will depend on the actual quantities provided.

6. PAYMENT

6.1 The deadline for payment to the **SELLER** and other conditions relating to it are defined in the Terms of Reference, attached to this Contract.

6.2 Payment is subject to discounts resulting from administrative penalties, due to non-compliance with contractual execution. Payments will be made once it is verified that they are in compliance with the terms and conditions of this contract and upon authorization from the contract inspector;

6.3 The **BUYER** is exempt from taxes nationwide on purchases above USD 500.00. A copy of the tax exemption card can be provided upon request.

6.4 Bank details for payment purposes: **SELLER's** name as per the bank account, Bank; Branch; Account; IBAN; and Swift Code.

7. READJUSTMENT

7.1 After the lapse of one year, prices may be adjusted, at the request of the interested party, exclusively for obligations initiated and concluded after the annual occurrence, based on the Consumer Price Index – CPI¹⁷ in the United States or equivalent index with market practice.

7.2 The new contractual values resulting from the adjustments may start on a future date, provided that agreed upon by the parties, without prejudice to the counting of the year for the granting of future renegotiations.

7.3 The request for adjustment must be made during the contract's validity period and before any extension or termination of the contract, under penalty of preclusion.

7.4 Adjustments will be formalized through an amendment agreement, subject to the conditions set forth in clause two.

8. BUYER'S OBLIGATIONS

8.1 The **BUYER's** obligations are:

8.1.1 Require the fulfillment of all obligations assumed by the **SELLER**, following the Contract and its attachments;

8.1.2 Receive the object within the deadline and conditions established in the Terms of Reference;

8.1.3 Reject, in whole or in part, the contracted object when in disagreement with the specifications contained in the Contract and its annexes.

8.1.4 Notify the **SELLER**, in writing, about vices, defects, or inaccuracies found in the supplied object so that it may be replaced, in whole or in part, at its expense, in accordance with the conditions established in this contract;

8.1.5 Monitor and supervise the performance of the Contract and the fulfillment of obligations by the **SELLER**;

8.1.6 Pay the **SELLER** the amount corresponding to the supply of the object in the period, form, and conditions established in this Contract;

8.1.7 Apply sanctions to the **SELLER** in accordance with the law and this Contract;

8.1.8 Not to engage in acts of interference in the **SELLER's** management, such as:

- a) establishing a subordination relationship with the **SELLER's** employee;
- b) requiring the **SELLER's** employee to perform tasks outside the scope of the contract object; and
- c) foreseeing requirements that constitute undue intervention by the Administration in the **SELLER's** internal management.

8.1.9 Explicitly issue decisions on all requests and complaints related to the execution of this Contract, except for requests that are manifestly irrelevant, purely dilatory, or of no interest to the proper execution of the agreement.

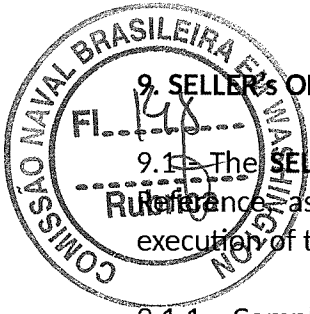
8.1.10 The Administration shall have a period of 1 month, from the date of the request protocol, to decide, with the possibility of a motivated extension for an equal period.

8.1.11 Notify the **SELLER** in writing of any imperfections, faults, or irregularities identified during the provision of services, setting a deadline for their correction, ensuring that the solutions proposed by them are the most appropriate;

8.1.12 The Administration shall not be liable for any commitments assumed by the **SELLER** with third parties, even if related to the execution of the contract, as well as for any damage caused to third parties as a result of an act by the **SELLER**, its employees, agents, or subordinates; and

8.1.13 Arrange for the accreditation of the **SELLER's** employees so that they can perform their activities.





9. SELLER'S OBLIGATIONS

9.1 The **SELLER** shall comply with all obligations contained in this Contract and in the Term of Reference, assuming as exclusively its risks and expenses resulting from the good and perfect execution of the object, observing, also, the obligations set forth below:

9.1.1 - Comply with regular determinations issued by the contract inspector or higher authority, and provide any clarification or information requested by them;

9.1.2 - Be responsible for defects and damages resulting from the execution of the object, as well as for any damage caused to the Administration or third parties, not reducing responsibility due to the supervision or monitoring of the contractual execution by the **BUYER**, who will be authorized to deduct from the payments due or the guarantee, if required in the notice, the amount corresponding to the damages suffered;

9.1.3 Be responsible for complying with all labor, social security, tax, commercial and other obligations provided for in specific legislation, non-compliance does not transfer responsibility to the **BUYER** and cannot encumber the object of the contract;

9.1.4 Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions required for qualification in the bidding;

9.1.5 Notify the Contract Supervisor, within 24 (twenty-four) hours, of any abnormal occurrence or accident that occurs at the service location;

9.1.6 Hold accountable for any mistake in the sizing of the quantities of the proposal, including variable costs arising from future and uncertain factors, and must complement them, if what was initially foreseen in the proposal is not satisfactory for meeting the object of the contract, except to reestablish the initial economic-financial balance of the contract in case of force majeure, act of God or *factum principis* or as a result of unpredictable or foreseeable facts with incalculable consequences, which make the execution of the contract as agreed unfeasible;

9.1.7 Provide qualified employees with knowledge of the services to be performed, in accordance with the regulations and requirements in effect, taking responsibility for any damages or failures that may compromise the performance of their duties.;

9.1.8 Take responsibility for tax expenses arising from the award of this Bidding Process (Online Reverse Bid Auction);

9.1.9 Take responsibility for the actions of its employees as well as for any work accidents involving its employees or subcontractors that may occur during the provision of services;

9.1.10 Assume responsibility for property damage, or any losses arising from this Contract when it is caused by its own employees' direct, indirect actions, or omissions, or its subcontractors acting on its behalf.

9.1.11 Cease, at the **BUYER**'s request, any activity that is not being executed according to good technique or that poses a risk to the safety of persons or property of third parties;

9.1.12 Execute the contractual object through suitable individuals, assuming full responsibility for any damages or failures that may compromise the performance of their functions, with the End User being able to demand the removal of individuals whose conduct is considered incompatible with military ethics, with the **SELLER** also being obligated to indemnify for all damages they may cause;

9.1.13 Not allow the use of any labor from individuals under sixteen years of age, except as apprentices for those over fourteen years of age, nor allow the use of labor from individuals under eighteen years of age for night, dangerous, or unhealthy work;

9.1.14 Allocate the necessary employees for the perfect fulfillment of the clauses of this contract;

9.1.15 Not hire, during the term of the contract, a spouse, partner, or relative in a direct line, collateral, or by affinity, up to the third degree, of a contracting party's director or public servant who has performed a function in the bidding or who acts in the supervision or management of the contract;

9.1.16 Provide the uniforms to be used by its employees, as provided in the Terms of Reference, without passing on any costs to them;

9.1.17 Make payment of the salaries of the employees allocated in the contractual execution;

9.1.18 Instruct its employees regarding the need to comply with the internal rules of the Administration.

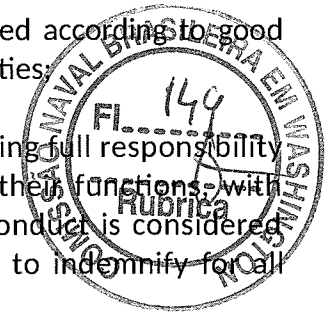
10. HIRING GUARANTEE

10.1 There will be no requirement for contracting guarantee since, concerning the contract execution, there are no risks for the **BUYER**, given that payment to the **SELLER** will occur after the effective delivery of the goods/rendering of the service.

11. ADMINISTRATIVE INFRACTIONS AND SANCTIONS

11.1 For total or partial non-compliance with the contract, the **BUYER** may, ensuring prior defense, apply the following sanctions to the **SELLER**:

- a) Written warning for non-compliance with any contractual obligations considered minor infractions, understood as those that do not cause significant harm to the contracted service;
- b) Temporary suspension from participating in bids and prohibition from contracting with this Naval Commission for a period not exceeding 2 (two) years;
- c) Declaration of ineligibility to bid or contract with the Brazilian Public Administration while the reasons for the penalty persist or until rehabilitation is granted by the authority that imposed the



penalty which will be granted whenever the **SELLER** reimburses the **BUYER** for the resulting damages and after the period of the sanction applied based on item "b" has elapsed; and

d) Fine as provided for in this contract.

11.2. Rubric: The aforementioned fine, in case of delays in providing the service that are not justified by Force Majeure, may be applied by the **BUYER** as compensation of 1% of the total monthly payment (using an estimate of 51 meals) for each day of non-compliance (total or partial).

11.2.1 The fine shall not exceed the amount of the monthly invoice.

11.2.2 After notification of the application of the fine, the **SELLER** must pay it within 10 (ten) days after notification or request its deduction from the payments due to the **BUYER**.

11.2.3 If twenty (20) business days pass after the deadline for the payment of the fine and the **SELLER** has not yet made the payment, the Naval Commission may terminate this contract, as per Clause Twelve – Termination.

11.2.4 When the total amount of fines exceeds 15% (fifteen percent) of the total contract price, this contract may be terminated, and this Naval Commission will collect the payment of the fines owed.

11.2.5 Before the application of the fine, the interested party may present a defense within 15 (fifteen) business days from the date of notification.

11.2.6 The **SELLER** may appeal the fine to the President of BNCW within five business days of receiving notification of the penalty. The President will issue a final decision within five business days from the date of receiving the **SELLER**'s appeal. After the final decision, if the penalty persists, the fine will be paid in accordance with item 11.2.2.

11.3 All sanctions provided for in this Contract may be applied cumulatively with the fine.

11.4 The competent authority, in applying the sanctions, will consider the nature and severity of the infraction committed, the peculiarities of the specific case, aggravating or mitigating circumstances, the damages arising for the **BUYER**, as well as the educational nature of the penalty, observing the principle of proportionality.

11.5 The written notices referred to in this Clause will be sent by registered letter.

11.6 The **SELLER** shall be solely responsible for events of death, injury, loss, or damage to persons or property associated with the execution of the service, caused by their negligence or that of their employees, agents, or subcontractors.

11.7 The application of any of the penalties provided for will be carried out in an administrative process that will ensure the right to contradict and ample defense to the **SELLER**.

11.8 The sanction established in item "c" of item 11.1 is the exclusive competence of the Minister of State for Defense, allowing the **SELLER**'s defense in the respective process within 10 (ten) days from the opening of the view, with rehabilitation being requested after 2 (two) years from its application.

12. CONTRACT TERMINATION

12.1 The contract will be terminated when the obligations of both PARTIES are fulfilled, even if this occurs before the stipulated deadline.

12.2 The contract may be terminated before the fixed term, without cost to the BUYER, when there are no budgetary credits for its continuation or when it understands that the contract no longer offers advantages.

12.2 The contract may be terminated before the obligations stipulated therein are fulfilled, or before the fixed term therein is fixed amicably, ensuring due process and full defense.

12.3 When the non-completion of the contract referred to in the previous item is due to the SELLER's fault:

12.3.1 The SELLER shall be deemed to be in default, subject to the respective administrative sanctions applicable to him; and

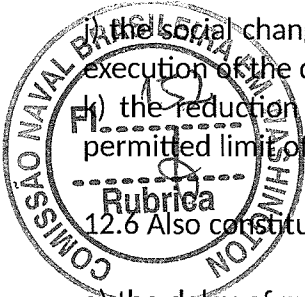
12.3.2 The Administration may choose to terminate the contract, and in that case, will adopt the measures allowed by law for the continuity of contractual execution.

12.4 The total or partial non-performance of the contract warrants its termination, with the appropriate contractual, legal, and regulatory consequences, and shall be formally justified, ensuring the right to be heard and the right to a full defense.

12.5 The BUYER reserves the right to terminate the said Contract in the event of contractual non-performance, through written notification addressed to the SELLER, which may lead to the initiation of an Administrative Responsibility Process, ensuring the right to be heard and the right to a full defense, in the following cases:

- a) the SELLER fails to fulfill any contractual obligations or irregularly fulfills contractual clauses, specifications, projects, and deadlines and fails to take measures to remedy such breaches after receiving formal notification;
- b) the slowness of its performance, leading the BUYER to prove the impossibility of the SELLER from completing the delivery within the stipulated deadlines;
- c) the SELLER becomes insolvent, enters into voluntary or compulsory liquidation, except for merger purposes;
- d) the unjustified delay in the delivery of the object by the SELLER;
- e) the interruption of the supply without just cause and prior communication to the Administration;
- f) the total or partial subcontracting of the object, the association of the SELLER with others, the assignment or transfer, total or partial, as well as merger, division, or incorporation, not allowed in the contract;
- g) failure to comply with the regular determinations of the designated authority to monitor and oversee its execution, as well as those of its superiors;
- h) the declaration of bankruptcy or the initiation of civil insolvency;
- i) the dissolution of the company or the death of the SELLER;





- a) the social change or modification of the purpose or structure of the company, which impairs the execution of the contract; and
- b) the reduction of services, resulting in a modification of the initial contract value beyond the permitted limit of 25% (twenty-five percent) of the updated initial contract value.

12.6 Also constitute grounds for contract termination:

- a) the delay of more than 90 (ninety) days in payments due by the **BUYER** for services, or portions thereof, already received or executed, except in cases of public calamity, severe disturbance of internal order, or war, ensuring the **SELLER's** right to choose to suspend the performance of its obligations until the situation is normalized;
- b) the failure of the Administration to release the area, location, or object for delivery within the contractual deadlines; and
- c) the occurrence of a fortuitous event or force majeure, duly proven, preventing the execution of the contract.

12.7 The termination agreement, whenever possible, will be preceded by:

- a) A balance of contractual events that have been fully or partially fulfilled;
- b) A list of payments already made and those still due; and
- c) Compensation and fines.

12.8 The sanctions provided for in Article 65 of Annex I of GM-MD Ordinance No. 5,175, of December 15, 2021, are applicable in any case of total and partial non-performance of the contract.

13. BUDGET ALLOCATION

13.1 Expenses to attend this bidding process are programmed in a specific budget allocation, foreseen in the Union budget for the 2025 fiscal year, in the classification below:

Management/Unit:	00001/70200
PTRES:	174713
Internal Action:	B441010
Nature of Expense:	339039

14. OMITTED CASES

14.1 The **BUYER** will decide the omitted cases according to the provisions of the Regulation GM-MD N° 5.175, of December 15, 2021 and other Brazilian norms.

15. MODIFICATIONS

15.1 - The **SELLER** is required to accept, under the same contractual conditions, the additions or deletions that may be necessary up to the limit of 25% (twenty-five percent) of the updated initial value of the Contract.

15.1.1 Contractual changes must be made through the signing of an amendment, subject to prior approval by the legal consultancy of the contracting party, except in cases of justified need for the anticipation of its effects, in which case the amendment must be formalized within a maximum period of 1 (one) month.

15.1.2 Records that do not constitute a change to the contract can be made by a simple annotation, without the need for the signing of an amendment.

15.1.3 The merger, spinoff, or incorporation of the **SELLER** with another legal entity is allowed, provided that the new legal entity meets all the qualification requirements specified in the original bidding process, maintains all the clauses and conditions of the contract, does not adversely affect the execution of the agreed object, and receives express consent from the Administration for the continuation of the Contract.

15.1.4 Any alteration to the Contract or the provision of any additional services not defined in the object is subject to mutual written agreement.

16. PUBLICATION

16.1 BNCW undertakes to publish all information related to this bidding process in the Official Gazette of the Union, as well as on the Brazilian Navy's Bidding Portal.

17. FORUM

17.1 If the **PARTIES** cannot resolve any disputes arising from or relating to this Contract amicably, such claims shall be determined by arbitration following the International Arbitration Rules of the American Arbitration Association.

17.2 The place of arbitration will be in Washington, DC, the number of arbitrators will be three, and the arbitrator's decision will be final and binding on the **PARTIES**. Each party shall select one arbitrator within thirty (30) days after the commencement of the arbitration, and both arbitrators shall select a third. If either party fails to appoint an arbitrator within this period, the arbitrator chosen by the other party will be the sole arbitrator. Suppose the two arbitrators do not agree on the selection of a third arbitrator within 45 (forty-five) days after the commencement of the arbitration, the American Arbitration Association will select the third arbitrator.

17.3 The arbitration must be conducted in English, and all documentation must also be in English. The arbitration award shall be the sole and exclusive remedy between the parties concerning claims, counterclaims, issues, or bills presented or pleaded to the arbitrators. The award must be paid in US Dollars, net of any tax, deduction, or offset. Any costs, fees and, expenses incurred in enforcing the judgment will be charged against the party resisting such enforcement.

17.4 All notices relating to the arbitration shall be in English and writing.

17.5 The dispute or claim arising out of or relating to the Contract will be determined following the Maritime and Commercial Laws applicable to this type of trade, and the parties will submit to the jurisdiction of the federal courts located in the District of Columbia. They will waive the right to claim a lack of personal jurisdiction in any legal process.



18. FORCE MAJEURE

18.1 The parties shall consider cases of force majeure, for the purposes of counting the deadlines established in this Contract, as those that, being impossible to foresee or avoid, may prevent one of the parties from meeting the scheduled dates. Neither party shall be responsible for delays or failures to comply with any part of this Contract if such delays or failures are caused by events beyond the reasonable control of that party or its subcontractors ("Force Majeure").

18.2 Therefore, the following is considered Force Majeure: including, but not limited to, war, insurrection, revolution, civil war, strikes, blockades, epidemics, pandemics, outbreaks, nuclear radiation, shortages of materials or utilities, fires, earthquakes, tsunamis, typhoons, storms, floods, volcanic activity, pressure waves, acts of nature, adverse weather conditions, government actions, and others, which according to Subclause 18.1 are beyond the control of the affected party and prevent the fulfillment of this Contract.

18.3 In the event of Force Majeure, the affected party shall notify the other party in writing within 10 (ten) business days from the onset of the Force Majeure period. The affected party must inform the other party of the consequences of the Force Majeure in relation to delays under the Contract and the time required to overcome those delays. By mutual agreement of the parties, the scheduled dates shall be extended by the respective periods of Force Majeure.

18.4 The contracting parties may terminate this Contract if the Force Majeure period persists for 6 (six) months.

18. COPIES

18.1 To secure and validate what has been agreed upon, this Contract has been drawn up in two COPIES of equal content, which the contracting PARTIES have signed after having been read and found to be in order.

Washington DC, _____, 2024.

ALEXANDRE VIZEU DIAS
Captain – Brazilian Navy
President

SELLER

Witness:

BNCW Witness

SELLER Witness



**MINISTRY OF DEFENSE
BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON
5130 MacArthur Blvd., NW, Washington, DC 20016-3316**

PRICE PROPOSAL

1 - Company Information

Company Name	
Representative's Name	
Identification Number	
E-mail address	
Telephone number	

2 - Guidelines

- a) The quantity presented as the estimated daily amount of food does not indicate any future commitment from the Brazilian Naval Commission; it is merely an estimate.
- b) The quoted service will include all costs arising from the execution of the Service, whether direct or indirect, and it is not limited to the following: all inputs such as taxes, salaries, social contributions, expenses, insurance, labor compensation, civil liability, labor and social security obligations, taxes, administrative fees, equipment, material, and all other necessary elements for the full compliance with the contract's purpose.

3 - Price Proposal

For the purpose of Price proposal - the reference price will be the Average Price based on meal (per capita) as shown below.

Daily Cost - The daily cost is based on 51 meals, considering the quantities mentioned in item 4.2.11 and in Appendix I of the Terms of Reference, which should be taken into consideration for the elaboration of the estimated total value of the contract, however should not be used for the average price calculation.

ITEM	MENU TYPES	MEAL COST PER CAPITA	AVERAGE PRICE
1	TYPE A - PREMIUM MENU		
2	TYPE B - STANDARD MENU		
3	TYPE C - BASIC MENU		

$$\text{AVERAGE PRICE} = [(\text{Type A} \times 1) + (\text{Type B} \times 2) + (\text{Type C} \times 2)] / 5$$

Printed name of the representative: _____

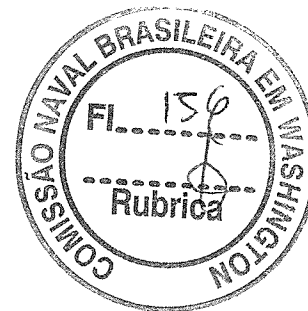
Representative's signature: _____

Date: ___/___/___

EM BRANC



MINISTRY OF DEFENSE
BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON



BIDDING PROCESS N° 11/2024

ONLINE REVERSE BID AUCTION INFORMATION

1 - ACCESS, USER NAME, AND PASSWORD.

1.1 Each registered **Bidder** will receive a unique username and password, informed by email. **Bidders** cannot disclose that identification before or during the online reverse session.

1.2 **Bidders** are recommended to enter the chat room on time and remain until the end of the session. Those in the chat room are the only ones that can view messages and files.

1.3 The **Bidder** is responsible for taking all necessary steps to access the chat room.

1.4 The **Bidder** must ensure that the computer, cell phone, or other similar device used to access the chat room is suitable. The BNCW is not responsible for failures or inadequacies inherent to the **Bidder's** equipment or internet connection.

1.5 **Bidders** are responsible for the security of their usernames and password.

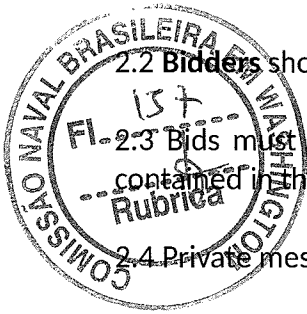
1.6 **Bidders** must immediately report any attempted or actual security breaches of their devices to BNCW.

1.7 The BNCW will make efforts to guarantee that the chat room is accessible during the online reverse bid session.

1.8 Suppose the chat room becomes unavailable due to technical failures or other difficulties; the online reverse bid auction will be suspended and carried out again at the date previously announced to **Bidders**.

2 - GENERAL INFORMATION

2.1 The online reverse bid will follow the **SCHEDULE** contained in the Notice of the bidding process. It is important to note the start and end time of the session and the time allocated for the bids, which will not be accepted before or after the respective session.



2.2 **Bidders** should be prepared with competitive price quotes on the day of the bidding event.

2.3 Bids must be submitted by message during the online reverse bid, following the **SCHEDULE** contained in the Notice of the bidding process.

2.4 Private messages will not be allowed.

2.5 **Bidders** must observe and offer their proposals, watching for the time limit. The system will give an alert in the final minute.

2.6 Minimum bid decrement during the bidding phase:

2.6.1 The minimum bid decrement that will be accepted during the bidding phase will be determined in the Bid Notice, starting from the reference value;

2.6.2 The values will be decided according to the Object of the bidding, where it will be determined if the minimum bid decrement will be applied per **ITEM or LOT**;


2.6.3 **Bidders** may only place bids, respecting the determined minimum bid decrement.

2.6.4 The Bidders will not identify themselves during the bidding session, under the penalty of disqualification.

3 - INSTRUCTIONS TO START THE ONLINE REVERSE BID AUCTION

3.1 The information for participating on the online bid, username, password will be provided after the opening of bids.

Washington, DC, October 29th, 2024.



LUIZ CARLOS REIS DE LIMA
CDR, Brazilian Navy
Head of the Purchasing Department