

**MINISTRY OF DEFENSE
BRAZILIAN ARMY COMMISSION
PROCUREMENT DIVISION**

Phone: (202) 244-5010

Fax: (202) 895-6395

**Table 1 - List of Materials/Services
REQUEST FOR INFORMATION**

RFI-0078/2022

Closing Apr 28, 2022

Item	P/N	NSN	Item	Qty	Unit	Unit Price USD	Total Price USD
1		1315-22-123-0892	AT4 HEAT Disposable Rocket Launcher	852	UN		
Sub-Total							
Estimated Freight Charges () USA domestic () Airport Rio de Janeiro - Brazil () Port of Sepetiba, RJ - Brazil							
Estimated Cargo Insurance Charges							
Total (Incoterms: _____)							
Currency							

OTHER REQUIREMENTS

Seller's Quotation Number		Seller's CAGE code(if available)	
Quotation Date (specify mm/dd/yyyy)		Quotation validity (specify mm/dd/yyyy)	
Delivery time (days)		Warranty (months)	
Terms of payment		Condition of material (new, overhauled, surplus, etc)	
Approximate gross weight		Approximate volume measurements	
Seller's remarks			

Issue Date: Apr 12, 2022

Response date:

I hereby confirm that I have read, understood and agree with all terms and conditions written in this RFI.


NÉLIO MOURA BERTOLINO, LTC
Chief, Procurement Division/BAC

Name
Title
Company



MINISTRY OF DEFENSE
BRAZILIAN ARMY
CABINET OF COMMANDER
BRAZILIAN ARMY COMMISSION IN WASHINGTON

REQUEST FOR INFORMATION (RFI)

Terms and Conditions
(For planning purposes only)

RFI-0078/2022

Issue Date: April 12, 2022

1. OBJECT

This request is for a budgetary quotation for **newly-manufactured AT4 HEAT, disposal antitank launcher** as described in the enclosed Table 1 – List of Materials/Services. The technical specifications of all attachments, if any, must be complied with. Please read all instructions below.

Note(s):

- a. All communications regarding this RFI must be done in English language. Inquiries in any other language than English will not be considered.
- b. If any product brand names or models are shown in any attachments, they are for reference only. You can offer similar products, but you must include their brand names and models in your proposal. You must additionally submit their complete and accurate technical specifications in order to allow for their accurate evaluation.
- c. If the items in Table 1 – List of Materials/Services are described only by their technical specifications, you must indicate the brand names and models of the products you are offering and submit their complete and detailed technical specifications (brochure, catalog, CD-ROM, etc.) in order to allow for their accurate evaluation.
- d. Notes for Weapon Systems, accessories and spare parts.
 - 1) The participating company must present documentation certifying the origin of the items and accreditation from the Original Equipment Manufacturer (OEM) to sell Weapon Systems, accessories and spare parts.
 - 2) Certification required for weapon systems, accessories and spare parts:
 - a) If the participating company is the **Original Equipment Manufacturer (OEM)**, upon BAC's request, it must provide a signed **CERTIFICATE OF ORIGIN** (1 original) stating the name of the manufacturer and the country of origin of all offered weapons/accessories/spare parts.
 - b) If the participating company is not the **Original Equipment Manufacturer (OEM)**, upon BAC's request, it must also provide a signed **CERTIFICATE** (1 original) issued by the

OEM stating that its company is licensed to sell the **OEM**'s weapon systems, accessories and maintenance spare parts.

e. Notes for Explosives and Ammunition

- 1) All explosives and ammunition, as well as their components (projectiles, fuses, primers, propelling charges, detonators, cartridge cases, etc.), must be of new production, meaning an interval of **one year** or less between production and date of delivery.
- 2) The warranty and shelf-life for small caliber ammunition must be at least one year, while the warranty and shelf-life for medium- and large-caliber ammunition and explosives must be at least ten years.
- 3) The quotation must include:
 - a) Date of manufacture
 - b) Packing details for each item
 - c) Packing dimensions, volume, gross weight, and Net Explosive Weight
 - d) A brochure/catalog containing the technical specifications.
- 4) All storage boxes for ammunition must be marked with ammunition type, model, lot number, and year of production. These markings must also be stamped on all rounds for medium and large-caliber ammunition. Firing tables must also be supplied for all types of ammunition. All of these materials should be presented in Portuguese, Spanish, or English, in that order of preference.
- 5) The corresponding disassembly instructions must also be supplied for each type of ammunition, for the purpose of conducting chemical stability tests.
- 6) All purchases of explosives/ammunition will require a Certificate of Origin, a Certificate of Conformance and a Certificate of Warranty.
- 7) The explosives and ammunition may not contain any radioactive components.
- 8) Considering that ammunition is a hazardous/dangerous product, before any shipment takes place, **SELLER** must be able to provide **BUYER** with a copy of the Material Safety Data Sheet / MSDS ("Ficha de Emergência e Segurança"), issued by the **SELLER** and/or Original Manufacturer, in Portuguese language, which document should be included on the list of documents to be presented to the Port Authority in order to obtain permission for vessel's berthing/unloading.

f. **PLEASE PREFERABLY INCLUDE YOUR PROPOSAL IN THE BAC'S INTERNATIONAL CONTRACT SYSTEM AND FILL OUT ALL FIELDS. TO ATTACH ANY DOCUMENT IN THE SYSTEM USE THE "DOCUMENT" TAB. USE MOZILA FIREFOX TO AVOID ERRORS. SAVE THE NEW WEB ADDRESS IN YOUR BROWSER:**

<https://dakota.cebw.org/cebwWeb>

2. ACCEPTANCE OF TERMS AND CONDITIONS

- a. The **SUPPLIER**'s submission of a **budgetary quotation** will indicate **your acceptance** of all terms and conditions written in this RFI.



- b. The Brazilian Army Commission (BAC) reserves the right to reject anytime, totally or partially, any **budgetary quotation** that does not comply with the technical specifications and/or terms and conditions of this RFI.
- c. According to International Laws, based on "*locus regit actum*" Principle and in order to protect the **SUPPLIER's'** intellectual proprietary information, BAC will not disclose, except to its personnel and advisors, any data, specifications or technical documentation regarding the **SUPPLIER's** budgetary quotation that are not known to the general public.
- d. The cost of preparing and submitting a budgetary quotation is the sole responsibility of the company; under no circumstance will the BAC be responsible for these costs.

3. SUPPLIER REGISTRATION AND PARTICIPATION

- a. In order to participate in future bidding processes, companies must be duly registered in the BAC Suppliers Database, with all required documents on file and all data updated.
- b. The Brazilian Army Commission (BAC) is constantly updating its Suppliers Database, and companies receiving this RFI are currently pre-registered or registered. However, if it has been more than six months since a company has done business with the BAC or has been invited to quote in an RFI, that company should log in to BAC's International Contracts System (<https://dakota.cebw.org/cebwWeb/>) and update its information as necessary.
- c. If your company has received this RFI but has not yet completed the registration process, the company should send an email to registration@cebw.org requesting a **user name** and **password**. The company will then be able to update its information into the Suppliers Database, and will be required to submit a few documents by email in order to complete the registration process
- d. The **SUPPLIER** is responsible for maintaining the confidentiality of its password and is fully responsible for all activities that occur in its account, including any transaction executed directly by the **SUPPLIER** or its representative. The **SUPPLIER** agrees to immediately notify the BAC of any unauthorized use of the **SUPPLIER's** password or any other breach of security. The BAC is not liable for any loss or damage arising from the **SUPPLIER's** failure to comply with this clause.
- e. **Note(s):** The following businesses, companies, or individuals will not be allowed to participate in the bidding process or contract execution, directly or indirectly, in special:
 - 1) A Public Agent from (i) the institution/organization promoting the bidding process or (ii) contracting agency;
 - 2) An Individual or legal entity (company), who is the author of: (i) the preliminary project, or (ii) the basic project or (iii) the executive project, when the bidding deals with public works, services or supply of goods related thereto;
 - 3) The company, alone or in a consortium, responsible for the preparation of: (i) the basic project, or (ii) the executive project, or (iii) company of which the author of the project is a: (a) director, (b) manager, (c) controller, (d) shareholder or (e) holder of more than 5% (five percent) of the voting capital, (f) responsible technical person or (g) subcontractor, when the bidding deals with public works, services or supply of goods necessary for it;



- 4) An individual or company who is, at the time of the bidding process, unable to participate in the bidding as a result of sanction imposed on it; and
- 5) An individual or company, who maintains a link of: (i) technical nature. (ii) commercial, (iii) economic, (iv) financial, (v) labor or (vi) civil service, with the head of the organization or contracting entity or with a public agent who play a role in the bidding process or act in the inspection or management of the contract, or who are spouse, partner or relative in a direct, collateral or affinity line, up to the third degree, and this prohibition is expressly stated in the bidding document.

4. BUDGETARY QUOTATION DEADLINE

- a. The deadline for submitting a budgetary quotation is **April 28, 2022 at 23:59 PM**, United States Eastern time.
- b. Your **budgetary quotation** must be entered and submitted directly online in the BAC's International Contracts System and/or by email to the address procurement@cebw.org. The reference **RFI-0078/2022** must be included in the subject line of your email.
- c. If also submitting your budgetary quotation by mail, it should be in an envelope addressed as follows:

BRAZILIAN ARMY COMMISSION
PROCUREMENT DIVISION
4632 Wisconsin Avenue, NW
Washington, DC, USA - 20016-4622
REF: **RFI-0078/2022**

5. VALIDITY

The budgetary quotations must be valid for a period of at least **180 (one hundred eighty) days** from the date the budgetary quotation is submitted to the BAC

6. PRODUCTS AND PRICES

6.1 - Price for Product Goods

Your company is requested to submit a **Budgetary Quotation for Product Goods at the Seller's Warehouse (FCA Origin, Incoterms 2020, ICC Publication No. 723E)**. Please refer to the attached Table 1 – List of Materials/Services and Attachments, if any.

6.2 - General Conditions

- a. Considering that the Brazilian Army utilizes resources from different accounts, the **SUPPLIER** is requested to quote prices separately for each **product goods, services and estimated delivery costs**, as listed in the attached Table 1 – List of Materials/Services.



- b. Prices for **product goods** and/or **services** must be firm and fixed and shall be preferably quoted in United States Dollars (USD). Please do not include the estimate delivery charges in the goods price.
- c. Prices for **delivery costs**, if applicable, shall be an **estimate only** and preferably quoted in United States Dollars (USD), separately.
- d. Quotes may be submitted in other currencies, but prices will be always evaluated in US Dollars. The BAC will use the exchange rate published in the Internet site of the *Wall Street Journal* (<https://www.wsj.com/market-data/currencies/exchangerates>).
- e. Prices must be exempt from sales taxes, since the goods are to be exported to Brazil.
- f. Prices must be exempt from Brazil's Industrialized Product Tax (IPI - Imposto sobre Produtos Industrializados) and Importation Tax (II - Imposto sobre Importação), as per terms of Art. 1, Section VIII, of Law No. 8.402 of January 8, 1992, and Art. 2, Section I, and Art. 3, Section I, of Law No. 8.032 of April 12, 1990.

7. TERMS OF PAYMENT

- a. **Advanced payments are not allowed.**
- b. Payment will be made by the **BUYER** to the **SUPPLIER** after delivery of the Defense Materiel and/or execution of Services, as defined in the Contract. Payment may be made against invoice (through Wire Transfer). The invoice shall provide for a period of 30 (thirty) days, from date of delivery, for the corresponding payment. For wire transfer purposes, the bank name and address, ABA, IBAN, BIC code, Swift Code, account name and account number must be included in the invoice.
- c. Payment can be made through an Irrevocable Letter of Credit (ILC) issued by Banco do Brasil, in the United States. **This option is only available for awarded contracts over USD 200,000.00 (two hundred thousand US Dollars)**
- d. All documents required for payment will be listed in the contract, in the event that a contract is awarded in a future RFQ.

8. FINANCIAL GUARANTEE

- a. In order to guarantee **SELLER's** full contractual performance, depending on the value of a contract, the **BUYER** may request **SELLER** to present a **Performance Bond** (Financial Guarantee) as described below.
- b. The **SELLER's** full performance of all its contractual obligations, including payment of any liquidated damages for failure to perform those obligations, will be guaranteed by the provision of a **Performance Bond**, in the amount of 5% (five percent) of the maximum value of the Contract. The **Performance Bond** must remain valid until at least 90 (ninety) days after the issuance of the Definitive Receiving Certificate (DRC).
- c. The **Performance Bond** will be executed, in form and substance acceptable to **BUYER**, for reimbursement to the **BUYER** as payment for damages resulting from any failure by the **SELLER's** to perform its contractual obligations. This includes but is not limited to failure to:

- 1) complete delivery of the object by the final delivery date established in the Contract.
 - 2) resolve, within 30 (thirty) days of receiving notice from the **BUYER**, any problem reported by the **BUYER** involving defects or shortages in the Defense Material, as well as any non-conformity with the requirements of the Contract.
 - 3) complete or correct any deficiencies in Services ordered in the Contract.
- d. Should the delivery date be extended, the **Performance Bond** will also be extended.

9. TECHNICAL LITERATURE

- a. The **SELLER** shall provide all technical documentation (operator/user manuals, maintenance manuals, technical data sheets, etc.) pertaining to the actual contracted items in Portuguese, Spanish or English, in this order of preference.

10. CATALOGUING DATA

- a. The **SELLER** shall provide, at least 30 days before the delivery/shipment of the goods:
 - 1) For Items already catalogued – provide the NATO Stock Number (NSN), and/or
 - 2) For Items not yet catalogued – provide all Technical and Management Data necessary for cataloguing said items according to the NATO Cataloguing System.
- b. This cataloguing clause is not applicable for service items.

11. DELIVERY AND INSURANCE OF PRODUCT GOODS

- a. The Defense Materiel shall be preferably delivered in a **single shipment**, within a period of 120 (one hundred and twenty) days from the date of the Contract signing. If multiple shipments will be required for delivery, this must be indicated in the budgetary quotation.
- b. **The use of any courier service (DHL, UPS, FedEx, etc.) for shipment directly to Brazil is strictly prohibited.**
- c. Items which are subject to export licenses shall not be shipped until the license is granted.
- d. The **SELLER** must deliver the Defense Materiel packaged, packed, crated, labeled, and repacked (when applicable) in accordance with the highest standards for international transportation (not merely common carrier requirements) as well as the **International Air Transport Association (IATA) regulations** to ensure its safe arrival at its final destination. If the material is considered **dangerous goods** the cargo must be properly packed for shipment on Passenger aircraft (PAX) if the UN number allows this. If the material is considered for shipment on Cargo aircraft only (CAO) then material must be packed according to those regulations. In case that the Defense Materiel includes batteries, the **SELLER** must be responsible for any additional expense related to battery cycling, discharging and/or recharging, and for dangerous goods repacking and labeling. **IMPORTANT: The shipment cannot be consolidated with any other cargo**



e. Concerning wood packaging materials (including dunnage) used in international trade, in order to comply with the International Standard for Phytosanitary Measures (ISPM15), **SELLER** will be required to include on the Bill of Lading (BL) and/or Air Waybill (AWB) and also to provide, if necessary, a Packing Certificate/Declaration stating:

- 1) Wood is being used: ☐ Yes or ☐ No.
- 2) Type of wood: ☐ Not applicable, no wood used.
☐ Yes, processed wood.
☐ Yes, treated/certified (*).
☐ Yes, not treated/not certified.
- 3) Type of treatment (*): ☐ HT, Heat Treated
☐ DH, Dielectric Heated
☐ MB, Methyl Bromide.

f. If the wooden pallets/boxes used for the cargo originated in China, Japan, South Korea, Taiwan or Hong Kong, the wood must be fumigated and a certificate provided. If the wooden pallets/boxes (i) originated from countries that have adopted the International Standard for Phytosanitary Measures (ISPM-15), (ii) have been treated and identified with the mark IPPC (International Plant Protection Convention), these wooden pallets/boxes will be accepted as certified after inspection to be internalized in Brazil. Types of wood (not treated, not certified) are not accepted by the Brazilian authorities. If the wood materials are not properly marked with the IPPC standard and/or certified, the Brazilian authorities may not approve the import and the cargo will be rejected and sent back to the point of origin.

g. INCOTERMS 2020: CIF - Port of Rio de Janeiro, RJ – Brazil

Note: Incoterms will be defined in the event that BAC runs a future formal RFQ and awards a contract.

h. **Estimated freight delivery costs: USD _____.**

The freight costs must be an estimate only. In the event that a contract is awarded to your company, the BAC will pay only the actual costs (which cannot exceed the above estimate) upon presentation of corroborating documents from the freight forwarder and carrier.

i. **Estimated cargo insurance costs: USD _____.**

The estimated cargo insurance costs for 110% of the material value and freight delivery costs shall cover "All Risks". The cargo insurance costs must be an estimate only. In the event that a contract is awarded to your company, the BAC will pay only the actual costs (which cannot exceed the above estimate) upon presentation of corroborating documents from the insurance company.

j. The goods shall preferably be shipped via a **vessel of Brazilian registry**, "Freight Prepaid", if available in the country at the time of shipment; otherwise, the **SELLER** is allowed to ship using a vessel of another registry. The shipment cannot be consolidated with another cargo. The Ocean Bill of Lading (B/L) must also show the actual ocean freight charges declared by the carrier. When submitting your proposal, please indicate the name of the carrier.

k. For direct shipment to Brazil, notwithstanding the provisions of INCOTERMS 2020, ICC Publication No. 723E, if the Defense Material cannot be cleared through customs by the Brazilian Army and has to be kept in storage by customs authorities due to negligence on the part of the **SELLER** related to the shipping documentation, any storage charges will be the responsibility of the **SELLER**.



12. EXPORT LICENSE

- a. In accordance with INCOTERMS 2020, ICC Publication No. 723E, the **SELLER** shall obtain at its own risk and expense any export license or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the product goods/services to Brazil. The BAC will not pay any costs for export license application.
- b. If an export license is required, the **SELLER must** notify the BAC in its budgetary quotation in order to obtain an official **End-User Certificate (EUC)**.
- c. If an export license is not required, the **SELLER must** state this in its budgetary quotation.

13. WARRANTY

- a. The **SELLER** must provide a 12 (twelve) month warranty, in form and substance acceptable to BAC, for products, parts, services, and accessories sold by the **SELLER**, under which the **SELLER** warrants that all Defense Materiel (and its constituent items) supplied to the **BUYER** shall:
 - 1) Be free from defects in material in workmanship;
 - 2) Be manufactured in strict conformance with the **SELLER's** specification for the production of such material;
 - 3) Be factory new;
 - 4) Be not remanufactured, refurbished, reworked, modified, or have been previously delivered by the **SELLER** to any other customer.
- b. The warranty must begin upon the issuance of the **Definitive Receiving Certificate** / the **Certificate of Completion Services**, as applicable, or three months after customs clearance of the Defense Material (whichever occurs first).

14. APPLICABLE LAW

- a. The parties shall endeavor to amicably solve any differences that might arise during the execution and interpretation of any Contract. The attempt to reach an amicable settlement will be considered to have failed when one party notifies the other, in writing, of its non-acceptance of the other party's proposed solution and its wish to end negotiations.
- b. All claims between the parties based upon any alleged breach of any substantive obligations created during the execution of the awarded Contract will be finally settled by the US District Court for the District of Columbia or the Superior Court of the District of Columbia. Unless otherwise directed by the **BUYER**, pending the final disposition of any dispute hereunder, the **SELLER** must proceed diligently to perform the Contract, including delivery of the Defense Materiel/services in accordance with the **BUYER's** instructions, provided that the **BUYER** pays the **SELLER** amounts due in accordance with the Contract, subject to adjustment based on final disposition of the dispute.
- c. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the awarded contract. Since the **BUYER** is domiciled in the District of Columbia, the Contract, and any and all disputes arising thereunder or in connection with the process of awarding said Contract, will be



governed, construed, interpreted and applied in accordance with the laws of the District of Columbia, without reference to its choice of law rules or to the constructive change doctrine. For all purposes in connection with any action or proceeding that arises from or relates to the contract, the **SELLER** irrevocably consents, for enforcement of such clause, to the personal jurisdiction of the US District Court for the District of Columbia or the Superior Court of the District of Columbia for any matter arising out in the dispute. The **SELLER** irrevocably waives any objection (including forum non conveniens) to such proceedings.

15. PENALTIES

- a. The **SUPPLIER** will be subject to penalties, guaranteed the previous defense, if it does not fully comply with the Terms and Conditions outlined in the future RFQ and **associated Contracts**. The following penalties may be applied by **BUYER**, but application of such penalties does not excuse **SUPPLIER** from any and all civil and criminal liability, including compensating **BUYER** for damages and losses suffered, and to any and all remedies available to **BUYER** under applicable law.
 - 1) **Advertency**, the **BUYER** will issue a formal letter to **SELLER** notifying of its contractual obligations.
 - 2) **Fine**, to be paid within 15 (fifteen) days from receiving an official communication regarding the following hypothesis:
 - a) 0,01% (one hundredth of one percent) per day of unjustified delay in delivering the Defense Materiel/Services, up to a maximum of 5% (five percent) of the total price of the undelivered Defense Materiel/Services of the Contract.
 - b) Up to 5% (five percent) of the total price of the Defense Materiel/Services of the Contract, for noncompliance with the terms of the Contract.
 - 3) **Temporary suspension**, for a period of up to **five (05) years**, from participating in acquisitions and bidding processes from the Brazilian Army Commission and other Brazilian Government entities, for the **SUPPLIER** that:
 - a) do not sign the Contract.
 - b) present false/counterfeited documentation.
 - c) inexcusable delay in the execution/performance of the object of the Contract.
 - d) do not honor its offered proposal or violate the execution/performance of the Contract.
 - e) behaves on a disreputable manner or commits fiscal fraud.
 - 4) A **Declaration of Disreputable Status**, that holds the **SUPPLIER** unfit to bid or contract with the Brazilian Army Commission, for as long as the reasons that motivated the application of such the penalty remains or until the **SUPPLIER** is rehabilitated by the authority that applied the penalty.
- b. The value of the fine, applied after proper administrative process, may be discounted from eventual due payments and/or invoiced for **SUPPLIER**'s payment, plus late penalty charges of 1% (one percent) interest per month, but no more than 5% of the Contract value.
- c. The penalties provided on this clause's first paragraph, points "1)", "3)" and "4)", may be applied, cumulatively or not, with the penalty mentioned in point "2)".



- d. The **SUPPLIER** may appeal to the **BUYER** to reconsider it within a maximum of 10 (ten) business days from receiving the formal **BUYER's Notice of Penalty Application**. The **BUYER** shall have 10 (ten) business days to respond to the **SUPPLIER's** appeal.

16. ATTACHMENTS

- a. Annex A - Table 1 – List of Materials/Services

17. POINT OF CONTACT:

Any questions regarding this RFI may be directed to Ricardo Palhano at ricardo@cebw.org, phone 202-895-6261.

Thank you very much for your attention in this matter.

Sincerely,



NÉLIO MOURA BERTOLINO – Lt.Col.
Chief, Procurement Division