



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

REQUEST FOR INFORMATION (RFI)
FRAMEWORK AGREEMENT (BASIC ORDERING AGREEMENT - BOA)
Terms and Conditions
(For planning purposes only)

RFI-0070/2023

Issue Date: 28 APRIL 2023

1. OBJECT

This request is for a budgetary quotation for **newly-manufactured Bridge Erection Boat (BEB) and training services**, 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. This request for **planning purposes is for** a Framework Agreement (Basic Ordering Agreement - BOA); please see **Clause – FRAMEWORK AGREEMENT AND REGIME OF EXECUTION** below.

THE FRAMEWORK AGREEMENT IS A WRITTEN “NO-OBLIGATION TO PROCEED CONTRACT”, EXECUTED BETWEEN THE BRAZILIAN ARMY COMMISSION AND THE WINNER BIDDER, WITH FIRM AND FIXED PRICES, NEGOTIATED BETWEEN THE PARTIES, FOR AN EVENTUAL SUPPLY OF DEFENSE MATERIEL AND/OR SERVICES. THE AGREEMENT IS VALID FOR A PERIOD OF 12 MONTHS FROM THE SIGNATURE OF THE FRAMEWORK AGREEMENT. SUCH AGREEMENT MAY RESULT IN THE ACQUISITION OF ALL ITEMS OF THE AGREEMENT, SOME ITEMS, ONLY ONE ITEM, OR NO ITEMS - DEPENDING ON THE AMOUNT OF FUNDS RECEIVED AND OBLIGATED.

- b. All communications regarding this RFI must be done in English language. Inquiries in any other language than English will not be considered.
- c. **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.**
- d. **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.**



- e. **SUBMISSION OF PROPOSALS MUST BE DONE IN THE BAC'S INTERNATIONAL CONTRACT SYSTEM FILLING 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>

IMPORTANT – Please see instructions under the menu **HELP** on how to fill out a quotation in BAC's International Contract System.

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.eb.mil.br 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 **May 23, 2023 at 10:00 AM**, 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.eb.mil.br. The reference **RFI-0070/2023** 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-0070/2023**

5. VALIDITY

All budgetary quotations must be valid for a period of at **12 months** from the signature date of the Framework Agreement.



6. PRODUCTS AND PRICES

7.1 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.

7.2 Price for Services (Installation / Maintenance / Repair / Training)

Your company is requested to submit a **Budgetary Quotation for Services**. Please refer to the attached Table 1 – List of Materials/Services and Attachments, if any, and also **Clause - DELIVERY OF SERVICES**.

7.3 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. FRAMEWORK AGREEMENT - REGIME OF EXECUTION

7.1. **FRAMEWORK AGREEMENT (Basic Ordering Agreement - BOA)**

This clause describes the concepts for future procurement of Defense Materials/Services based on a Framework Agreement (Basic Ordering Agreement - BOA) terms. This section will be included in future Request for Quotations (RFQ) if requested in the Technical Specifications. Please take this into consideration when submitting your price quotation for this RFI.

- a. The **SUPPLIER's** selection will be determined by a future formal RFQ Online Reverse Bid Auction.
- b. In the RFQ phase, after a Winners Report is issued and after the Adjudication and Ratification of the process, a Framework Agreement will be created in a form of an Agreement, which shall be signed by the Brazilian Army Commission and the winning bidder's legal representative, hereinafter referred as the "**SUPPLIER**".



- c. The object of the Framework Agreement is to register the prices for Defense Materiel and/or Services, which shall be firm and fixed prices negotiated between the parties for the possible future supply of newly-manufactured PRODUCT and/or SERVICES
- d. **THE FRAMEWORK AGREEMENT IS A WRITTEN “NO-OBLIGATION TO PROCEED CONTRACT”, EXECUTED BETWEEN THE BRAZILIAN ARMY COMMISSION AND THE WINNER BIDDER, WITH FIRM AND FIXED PRICES, NEGOTIATED BETWEEN THE PARTIES, FOR AN EVENTUAL SUPPLY OF DEFENSE MATERIEL AND/OR SERVICES. THE AGREEMENT IS VALID FOR A PERIOD OF 12 MONTHS FROM THE SIGNATURE OF THE FRAMEWORK AGREEMENT. SUCH AGREEMENT MAY RESULT IN THE ACQUISITION OF ALL ITEMS OF THE AGREEMENT, SOME ITEMS, ONLY ONE ITEM, OR NO ITEMS - DEPENDING ON THE AMOUNT OF FUNDS RECEIVED AND OBLIGATED.**
- e. The **SUPPLIER** is not entitled to assign, transfer, or in any other way relieve itself or delegate any of its obligations under the **Framework Agreement** or any portion or interest herein, or to substitute any successor, without prior written consent of the **BUYER**, which the **BUYER** can withhold for any reason. This prohibition on assignment and transfer applies to any manner by which the **SUPPLIER** seeks to assign or transfer, including assignment or transfer of the **SUPPLIER**'s obligations hereunder by transferring the **Framework Agreement** to a subsidiary that the **SUPPLIER** subsequently divests, spins off and sells, or the sale of the **SUPPLIER**'s assets or sale of its shares of stock.

7.2. VALIDITY OF THE FRAMEWORK AGREEMENT

The Agreement and its prices shall be in force for twelve (12) months from the date of signature of the Framework Agreement and it cannot be extended.

7.3. CANCELLATION OF THE FRAMEWORK AGREEMENT

- a. **Bidder** will have its price registration canceled when: (i) the **SUPPLIER** does not comply with the Terms and Conditions of the Framework Agreement; (ii) the **SUPPLIER** does not accept the Purchase Order or equivalent instrument within the time period specified on the Terms and Conditions, without valid reasons.
- b. If the above circumstances occur, only after due process (Administrative Process), a Notice of Cancellation will be formalized by the Chief of the BAC and the **SUPPLIER** may be subject to the sanctions stipulated in **Clause - PENALTIES**.
- c. A **SUPPLIER** may request the cancelation of its registered prices due to unforeseeable circumstances or force majeure, which can compromise the full execution of the agreement.

8. 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. All documents required for payment will be listed in the contract, in the event that a contract is awarded in a future RFQ.

9. 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.

10. 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 language only**. If available in other language English, French, etc, **SELLER** shall also make arrangements for a translation into Portuguese.
- b. If this RFI also includes training services, please refer to **Clause - DELIVERY OF TRAINING SERVICES**, which stipulates conditions for training and teaching materials.

11. 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.



12. DELIVERY AND INSURANCE OF PRODUCT GOODS

- a. The Defense Materiel shall be preferably delivered in a **single shipment**, within a period of **180 (one hundred and eighty)** 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**.

13. 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.

14. 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 of Services**, as applicable, or three months after customs clearance of the Defense Material (whichever occurs first).

15. PROVISIONAL RECEIVING

- a. The **SELLER** or its representative, at their own expense, is allowed to witness the Provisional Receiving.
- b. The **Provisional Receiving** will take place in Rio de Janeiro, RJ, Brazil, and will be completed as soon as practicable. The **Provisional Receiving Team** will check the quantity delivered against the accompanying shipping documents and inspect the packaging for signs of damage or any other irregularities. If no discrepancies are found during this process, a **Provisional Receiving Certificate (PRC)** will be issued **within 15 (fifteen) business days** of the date of customs clearance.
- c. If discrepancies are found, a **Discrepancy Report** will be issued by the **BUYER** to the **SELLER**. In that case, the **SELLER** shall resolve any discrepancy reported as soon as possible. The **BUYER** is not obligated to issue a **PRC** until all discrepancies have been resolved.

16. DEFINITIVE RECEIVING

- a. The **SELLER** or its representative, at their own expense, is allowed to witness the **Definitive Receiving**.
- b. The **Definitive Receiving** will take place at a location to be determined by the **BUYER**, within a period of 30 (thirty) business days after (i) the delivery of the material at the end user's facilities, and (ii) completion of training services. A **Definitive Receiving Team** will verify the quantity and test the quality of the Defense Material and the Services provided, as well as the conformity to its technical specifications and any other Contract requirements.
- c. If no discrepancies are found, a **Definitive Receiving Certificate (DRC)** will be issued within 15 (fifteen) business days of completion of the **Definitive Receiving**. If discrepancies are found, a **Discrepancy Report** will be issued by the **BUYER** to the **SELLER**. In that case, the **SELLER** shall resolve any discrepancy reported as soon as possible. The **BUYER** is not obligated to issue a **DRC** until all discrepancies have been resolved.

17. DELIVERY OF TRAINING SERVICES AT THE END USER'S FACILITIES

- a. The **SELLER** shall provide a training course on **operation/maintenance** of the Defense Materiel. The training course must cover theoretical and hands-on training that will enable the attendees to properly operate, and repair/maintain the Defense Materiel so that it performs in strict conformance with the Materiel's technical specifications. The course will be conducted with the following parameters.
- b. When submitting the budgetary quotation, the **SUPPLIER** must describe the course's table of contents/topics, total hours and prices for one or more proposed courses in order to enable the **BUYER** to select the most suitable option.



- c. All training course(s) shall be carried out at the **End User's facilities in Brazil (INSTRUCTION PLAN IS REQUIRED)**.
- d. An **Operation/Maintenance Course (see Annex B)** shall be carried out in the following conditions:
 - 1) Place: Brazilian Army Unit (exact location to be determined);
 - 2) Duration: at least 5 (five) business days;
 - 3) Starting date: to be negotiated between both parties;
 - 4) Number of attendees: 10 (ten) personnel
- e. The **BUYER** shall provide the proper facilities for the course(s).
- f. The training course must be conducted by the **SELLER's** engineers or other qualified personnel.
- g. The **SELLER** shall be responsible for all expenses incurred by its own personnel and its representatives in Brazil, if applicable, during the Course(s).
- h. Courses shall be administered preferably in Portuguese. If administered in other language English, French, etc, **SELLER** shall also make arrangements for a translator to Portuguese.
- i. The **SELLER** shall be responsible for providing complete and proper teaching materials, one (1) set per attendee, preferably in Portuguese. If available in other language English, French, etc, **SELLER** shall also make arrangements for a translation into Portuguese. Teaching materials may include but are not limited to manuals, books, CD-ROM and any other required publication/equipment for hands-on training.
- j. All course attendees must receive a certificate of approval following completion of the course.

18. 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.

19. 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**, the **Framework Agreement** and **eventual 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 **SUPPLIER** 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 eventual Contracts.
 - b) Up to 5% (five percent) of the total price of the Defense Materiel/Services, for noncompliance with the terms of eventual Contracts.
 - 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 **Framework Agreement** and/or its **eventual associated Contracts**.
 - b) present false/counterfeited documentation.
 - c) inexcusable delay in the execution/performance of the object of eventual Contracts.
 - d) do not honor its offered proposal or violate the execution/performance of eventual Contracts.
 - 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.



20. ATTACHMENTS

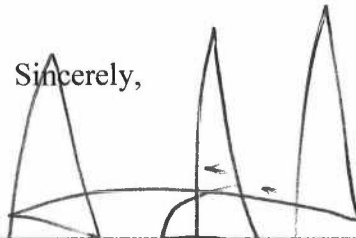
- a. Annex A - Table 1 – List of Materials/Services
- b. Annex B - Technical Specifications

21. POINT OF CONTACT:

Any questions regarding this RFI may be directed to Ms. Patricia Varajao (phone # 202-895-6266, email: patricia@cebw.eb.mil.br).

Thank you very much for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'MURILO ALBIERE', written over a horizontal line.

MURILO ALBIERO – Lt. Col.
Chief, Procurement Division

**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-0070/2023

Closing May 23, 2023

Item	P/N	NSN	Item	Qty	Unit	Unit Price USD	Total Price USD
1			Bridge Erection Boats (BEB) for the Improved Ribbon Bridge. SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	2	UN		
2			On Board Equipment for the Bridge Erection Boats (BEB). SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	2	UN		
3			Special Tools for the Bridge Erection Boat (BEB). SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	1	UN		
4			Spare parts for bridge erection boat (BEB). SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	2	UN		
5			Capstan for the Bridge Erection Boat (Pair) - Optional Accessory. SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	4	UN		
6			Navigation Equipment For The Bridge Erection Boat - Optional Accessory. SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	4	UN		
7			Armor Kit For Bridge Erection Boat Cabin - Optional Accessory. SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	4	UN		
8			Technical delivery. SEE TECHNICAL SPECIFICATIONS FOR DETAILS.	1	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							



Table 1 - List of Materials/Services
REQUEST FOR INFORMATION

RFI-0070/2023

Closing May 23, 2023

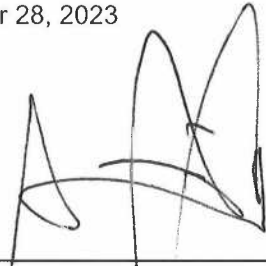
OTHER REQUIREMENTS

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 28, 2023

Response date:

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



Murilo Albiero, LTC
 Chief, Procurement Division/BAC

Name
 Title
 Company



**MINISTRY OF DEFENSE
BRAZILIAN ARMY
BRAZILIAN ARMY COMMISSION**

PROCUREMENT DIVISION

**RFI 0070/2023 – ANNEX B
TECHNICAL SPECIFICATIONS**

1. OBJECT

The object of this Term of Reference is the Registration Price for acquisition, through the Brazilian Army Commission in Washington, of Bridge Erection Boats (BEB), on board equipments, components, special tools, spare parts and accessories with characteristics of militarized material, as specified in this Reference Term.

2. TECHNICAL SPECIFICATION

2.1 General Description

- a) Bridge Erection Boat (BEB) is a transportable aluminum hull boat water jet propelled designed to maneuver components of floating bridges, operating Ribbon Bridge System ferries and in bridging operations in general.
- b) As a work boat can also be used to propel rafts, support diving operations, assist in water construction projects, serve as a troop and cargo carrier in inland waters and as support craft river borne operations.
- c) The BEB aimed for this acquisition shall be fully compatible with modular ribbon system and floating bridging equipments already existing in Brazilian Army (BRA) inventory. Must be equivalent to BEB1 or M3 from Birdon.

2.2 Specific description and feature of items

ITEM	DESCRIPTION	QTD
1	<p>BRIDGE ERECTION BOATS (BEB) FOR THE IMPROVED RIBBON BRIDGE.</p> <ul style="list-style-type: none">- Aluminum hull work boat with water jet propulsion, with minimum two engines and two jets, designed specifically to meet the requirements of the Brazilian Army. The design should be configured: operate in shallow water environments without damaging the structure or systems even if a grounding event occurs. The Bridge Erection Boat (BEB) shall have maximum draft of the total load less than 25 inches.- Must have centered cockpit in the bow, mobile coverage, painting according to Brazilian Army standards, non-slip deck, fold-down operator seat and OTAN standard power take-off (24V).- Should have mooring, berthing and lifting the vessel using a crane.- Must have broad beam and high freeboard to provide excellent stability and safety during operational use. The deck areas raised back and forth should provide safe movement between the ribbon bridge bays and the BEB.	2

- Must operate using diesel fuel.
- It should provide generous space and access to the engine compartment through the gull wing hatchways. This together with proven systems (eg ventilation systems keel cooling system, generous insulated exhaust system, thermal and acoustic isolation etc.) must ensure manufacturer/environment installation requirements are fully complied with, and that the environment of the onboard operator is comfortable and that maintenance can be conducted efficiently.
- Shall perform as a bridge erection propulsion boat including catching floating supports after launching a truck-mounted Bridge Adapter Pallet (BAP), and maneuvering brackets in position for bridge/raft assembly.
- Must be JP8 Fuel compatible.
- Must have Air Tie downs and Rail Tie downs for special handling and transport. Must have inclement weather package, accessories or kit.

BEB particulars	
Length Overall	Min: 23 ft/7 m – Max: 26 ft/7.9 m
Beam Overall	Min: 10 ft/3 m – Max: 11 ft/ 3.35 m
Depth (USK to gunwale)	Min: 60 in/1.50 m
Payload Capacity	Min: 2,000 lbs/905 kg
Weight (Operational)	Max: 16,000 lbs/7,000 kg
Draft (Full Load)	Max: 25 in/0.60 m
Engines	2 Diesel JP8 Fuel engines compatible with average 245HP or equivalent each
Gearbox	One gearbox for each engine
Water jet	2 independent water jet
Fuel Capacity	Min: 110 US Gals/415 L 2 fuel tanks
Control System	Electronic Integrated Control System with optional upgrades including joystick controls
Endurance/Autonomy	Min: approx 10 hours at 45% power
Thrust	Min: 6,000 lbs at 0 fps/0 knots or 2.73 T @ 0 knots
	Min: 5,700 lbs at 6 fps/3.5 knots or 2.60 T @ 3.5 knots
	Min: 5,500 lbs at 8 fps/4.7 knots or 2.50 T @ 4.7 knots
Maximum Speed	Min: 16 knots
Operating Temperature	Between -25°F/-32°C to 120°F/49°C
Storage Temperature	Between -58°F/-50°C to 160°F/71°C

DOCUMENTATION TO BE DELIVERED

- Documentation comprising all the items of the BEB and its accessories with technical manual, operation manual, maintenance manual, spare parts catalog and guarantee leaflet with the manufacturer's considerations in the digital format (PDF) and printed in the **Brazilian Portuguese language**.

2	ON BOARD EQUIPMENT FOR THE BRIDGE ERECTION BOATS (BEB) The on board equipment (OBE) consists of basic items which are the minimum	2
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	<p>essential items required to place the BEB in operation. OBE package comprise at least the listed items below and other to be proposed by the manufacturer:</p> <ul style="list-style-type: none"> - Anchor with Chain & Line (25 lb anchor with shackle and 100' line chain): Qty 1 (one)/per boat. - Mooring & Towing Lines (5/8"x 20 ft line and 2 x 7/8" x 50 ft lines): Qty 2 (two) set/per boat. - Basic Tool Set: Qty 1 (one)/per boat. - First Aid Kit: Qty 1 (one)/per boat. - Anti-Fatigue Mat: Qty 1 (one)/per boat. - Portable Fire Extinguisher: at least Qty 1 (one)/per boat. - Boat Hook: at least Qty 1 (one)/per boat. - Search Light: Qty 1 (one)/per boat - Portable Hand Bilge Pump: Qty 1 (one)/per boat - Personnel Floating Device (PFD) Package: Qty 1 (one) Pkg/per personnel crew - NATO standard power take-off - Auxiliary starting of the battery through other equipment - Mooring, berthing and lifting the vessel using a crane (hoist) <p>Detailed information on the characteristics on the items proposed by the seller are required.</p> <p>DOCUMENTATION TO BE DELIVERED</p> <ul style="list-style-type: none"> - Documentation comprising all the items of the OBE package to be delivered with technical manual, operation manual, maintenance manual, spare parts catalog and guarantee leaflet with the manufacturer's considerations in the digital format (PDF) and printed in the Brazilian Portuguese language. 	
3	<p style="text-align: center;">SPECIAL TOOLS FOR THE BRIDGE ERECTION BOAT (BEB)</p> <p>Special Tools and Test Equipment (STTE) for the Bridge Erection Boat (BEB), consisting of tools, equipments and other items required for repair and maintenance work of maintenance of all levels from 1 to 3. The STTE includes at least the listed below and other items to be proposed by the manufacturer:</p> <ul style="list-style-type: none"> - Liquid Transfer Pump. - Engine Oil Drain Line. - Fuel Suction Hose. - Fuel Injection and Line Test. - Fuel Pressure, Fitting and Leak Test. - Diagnostic kit/system for engines. <p>Detailed information on the characteristics and quantity on the items proposed by the seller are required.</p> <p>DOCUMENTATION TO BE DELIVERED</p> <ul style="list-style-type: none"> - Documentation comprising all the items of the STTE to be delivered with technical manual, operation manual, maintenance manual, spare parts catalog and guarantee leaflet with the manufacturer's considerations in the digital format (PDF) and printed in the Brazilian Portuguese language. 	1

4	<p style="text-align: center;">SPARE PARTS FOR BRIDGE ERECTION BOAT (BEB)</p> <p>Supplying of spare parts package (SPP) with supplies and greater mortality components and parts. Must contain all the items in type and quantity to ensure the normal operation of the vessel for at least for 2 (two) year, as follows:</p> <ul style="list-style-type: none"> - Level 1 maintenance items for preventive and plain corrective, with normal supplies (oils, filters, seals etc) and high mortality components and parts, which ensure the regular support and maintenance of the boat; and - Level 2 and 3 maintenance items for expected corrective maintenance and repair services, with spare and replacement parts, greater and most ordinary mortality components and other items and supplies. <p>Each package must be for 1 (one) each boat.</p> <p>The packages are for a term of at least 2 (two) years considering the periodic (month/biannual/annual) or hour use bases with a minimum use of profile 1000 (thousand) hours per year of employment.</p> <p>The packages shall comprise the support, replacement and maintenance the boat and all its parts, components and systems (hull and deck, engine, propulsion, fuel, electric, control, navigation etc) and all the accessories, equipment and tools (on board, regular and special tools etc) delivered by the provider.</p> <p>A list of the items shall be proposed by the manufacturer. Detailed information on the characteristics and quantity on the items proposed by the seller are required.</p> <p>DOCUMENTATION TO BE DELIVERED</p> <ul style="list-style-type: none"> - Documentation comprising all the items of the SPP to be delivered with parts catalog and guarantee leaflet, when applicable, with the manufacturer's considerations in the digital format (PDF) and printed in the Brazilian Portuguese language, when available. 	2
5	<p style="text-align: center;">CAPSTAN FOR THE BRIDGE ERECTION BOAT (PAIR)</p> <p>Consists of a manually or motor rotated vertical cylinder for winding and tension cables, Used to complement and secure the anchoring the BEB for maneuver and raft the ribbon bridge bays and ferry or other boats.</p> <p>1 (one) pair of Capstan, one for each broadside, with cable and hook. Each pair of capstans is intended to be for 1 (one) boat each.</p> <p>Must provide the boat with a safe towing minimum capability of 4000 pounds</p> <p>Detailed information on the capstans characteristics and installation service proposed by the seller are required. See GENERAL REMARKS FOR OPTIONAL ACCESSORIES on Number 3. bellow in this documentation.</p> <p>DOCUMENTATION TO BE DELIVERED</p> <ul style="list-style-type: none"> - Documentation comprising the capstans and all components to be delivered with technical manual, operation manual, maintenance manual, spare parts 	4



	<p>catalog and guarantee leaflet with the manufacturer's considerations in the digital format (PDF) and printed in the Brazilian Portuguese language.</p>	
6	<p align="center">NAVIGATION EQUIPMENT FOR THE BRIDGE ERECTION BOAT - OPTIONAL ACCESSORY</p> <p>Consists of a chart plotter or similar equipment for inland water navigation. Each equipment is intended to be for 1 (one) boat each.</p> <p>Must have at least a multichannel GPS, with internal compass, and a multibeam sonar integrated. Must allow the connections or expansion for other sensors (radio, radars, IR etc).</p> <p>Must have touch screen and bottoms for control. The screen must be full colored and high resolution and have light control and night mode.</p> <p>Nautical charts for South America with free license must be installed. Must have connection for update and download of new maps.</p> <p>Detailed information on the product and components characteristics and installation service proposed by the seller are required.</p> <p>See GENERAL REMARKS FOR OPTIONAL ACCESSORIES on Number 3. bellow in this documentation.</p> <p>DOCUMENTATION TO BE DELIVERED</p> <p>- Documentation comprising navigation system and all components to be delivered with technical manual, operation manual, maintenance manual, spare parts catalog and guarantee leaflet with the manufacturer's considerations in the digital format (PDF) and printed in the Brazilian Portuguese language.</p>	4
7	<p align="center">ARMOR KIT FOR BRIDGE ERECTION BOAT CABIN - OPTIONAL ACCESSORY</p> <p>Consists of an "add-on" armor kit for Bridge Erection Boat (BEB) cabin. Each armor kit is intended to be for 1 (one) boat each.</p> <p>The armor parts must be removable. The installations and removal of the armor adds shall be done without the need of any special tools. Exception is acceptable for the windshield, that may be permanent with is the protection itself.</p> <p>The armor kit, when complete installed must provide full bullet and fragmentation protection at least for the BEB pilot and crew on board. Armor level protection must be in accordance with STANAG 4569 level III.</p> <p>The armored and bullet proof parts and components must be listed and the level specified in the proposal.</p> <p>Is desirable other parts and components of the BEB to be shielded as priority: deck, engine and fuel tank.</p> <p>Additional costs of armor each of these parts must be detailed.</p> <p>Detailed information on the armor kit characteristics and adaptation service proposed by the seller are required.</p> <p>See GENERAL REMARKS FOR OPTIONAL ACCESSORIES on Number 3. bellow in this documentation.</p>	4



	<p>DOCUMENTATION TO BE DELIVERED</p> <p>- Documentation comprising armor kit and all components to be delivered with technical manual, operation manual, maintenance manual, spare parts catalog and guarantee leaflet with the manufacturer's considerations in the digital format (PDF) and printed in the Brazilian Portuguese language.</p>	
8	<p>TECHNICAL DELIVERY</p> <p>For each purchase, must be executed a technical delivery, comprising of at least these aspects: assembling; use; complete operation for all resources and equipment, including on board tools and adaptor pallet; field and operators maintenance (level I); devices and use of special tools and spare parts; launch and retrieve with LHS system; transport and storage care for the equipment; preventive maintenance and maintenance of possible damages from potential combat situations; and safety use recommendation. (if applicable)*</p> <p>- The technical delivery must be conducted at a Brazilian Army Unit, to be confirmed, in Portuguese Language, including the study material (Brazilian Portuguese); to be attended up to 10 (ten) personnel and last up to 5 (five) days.</p> <p><i>*Only if Brazilian Army has never bought any material from the seller.</i></p>	

3. GENERAL REMARKS FOR ITEMS 5, 6 AND 7

- Each optional accessory set is intended to be for 1 (one) boat each and its aimed for the new BEB to be delivered with this acquisition and for the existing Birdon Model BEB1/M3 ones already existing in the Brazilian Army (BRA).
- The item itself and all components and systems within must be fully compatible with the new BEB and with the existing Birdon Model BEB1/M3.
- The delivery of the optional(s) accessory(ies) for the new BEB or to the existing Birdon Model BEB1/M3 already existing in the BRA must be provided and be complete guaranteed by the seller.
- For the two (02) new BEB to be purchased the delivery of the items may be done at manufacturer facilities or other place to be determined, or may be done after the BEB reach the End User destination, which will be a Military Unit in Brazil to be nominated by BRA.
- For the two (02) Birdon Model BEB1/M3 already existing in the BRA, the delivery must be held at a Military Unit in Brazil to be nominated by BRA.
- Conditions of adaptation, installation and integration of the optional accessory(ies) to be delivered with the new BEB to be purchased or in the existing Birdon Model BEB1/M3 already existing in the BRA will be within the final contracts.

4. GENERAL REMARKS FOR ALL THE ITEMS ON TECHNICAL SPECIFICATION

- It is mandatory that BEB and the optional accessories (items 5, 6 and 7) in this term of reference are **fully compatible and operable** with the IRB System from GDELS, BEB from BIRDON, Model BEB1/M3, and 8x8 Trucks from TATRA, Model T815-7T3R41 and T815-2T3R42, already existing in the Brazilian Army inventory.
- The OBE, STTE and SPP (Items 2, 3 and 4) **must be compatible** with the BEB.
- Individual and detailed quotation for the items and components of the kits and sets proposed by the seller is mandatory, when applicable.
- Detailed information on the characteristics and technical specification for the items and components proposed for the seller are required.



- Higher features and configuration for the equipments and items are acceptable, if in accordance and compliant with compatibilities requirements on this term of reference. The difference must be highlighted and remarked. Additional costs must be detailed if occurs.

