

**BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN EUROPE**

CONTRACT 70100/2026-002/00

CONTRACT ENTERED BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL THROUGH THE BRAZILIAN NAVY, REPRESENTED BY THE BRAZILIAN NAVAL COMMISSION IN EUROPE (BNCE), AND OPUS CLEANING LIMITED FOR THE PROVISION OF GENERAL OFFICE CLEANING SERVICES.

This Contract is made on the 13 April 2026 in this city of London, England, at the headquarters of the Brazilian Naval Commission in Europe, with complete observance of existing legal provisions, CAPTAIN Rodrigo Barreiros Leal, President of the Brazilian Naval Commission in Europe, being present as representative of the Brazilian Navy, hereinafter referred to as the NAVY and or BNCE, and [REDACTED] representative duly accredited of Opus Cleaning Limited, hereinafter referred to as the CONTRACTOR. This Contract was preceded by Public Tender No. 010/2026.

CLAUSE ONE - OBJECT OF THE CONTRACT

1.1 - The object of this contract is the provision of General Office Cleaning Services at the premises of the Brazilian Naval Commission in Europe, through the provision of two full-time daily workers to carry out cleaning tasks, general cleaning of offices and services in general, according to conditions, quantities and requirements established in this contract and Annexes.

1.2 - The following documents are an integral part of the Contract:

Annex A - Term of Reference, dated 04 February 2026, from the Support Division of BNCE;
Annex B - Quotation dated 10 April 2026, issued by Opus Cleaning Limited.

1.3 - In the event of dispute, ambiguity or conflict between the terms of this Contract and that of the annexes, the terms of this Contract will prevail.

CLAUSE TWO - DURATION OF THE CONTRACT

2.1 - This Contract shall become effective on the day of the signature of this Contract by both the BNCE and the Contractor.

2.2 - The duration of the contract shall be of 1 (one) year, starting on **21 April 2026** and ending on **20 April 2027** (inclusive of these dates). It may be extended in the interest of the parties up to a limit of 24 (twenty-four) months.

2.2.1 - The period of effectiveness and execution may be extended, upon the signature of an Addendum.

CLAUSE THREE – EXECUTION AND MANAGEMENT

3.1 – The details related to the provision of the services to be performed by the Contractor, including the materials to be provided, as well as the criteria for the supervision of the Services by the BNCE are those provided for in Annex A – Terms of Reference.

3.2 – The contract will be supervised by a representative formally named by the Navy.

CLAUSE FOUR – SUBCONTRACTING

Subcontracting is not permitted.

CLAUSE FIVE – PRICE

5.1 – Prices, as per detailed in the table below, include all direct and indirect expenses arising from the execution of the object, including all operating costs, cleaning materials, machinery, safety signage, taxes and/or duties, social, labour, social security, tax and commercial charges, administrative fees, freight, insurance, and any other costs necessary for the full performance of the contracted object.

BNCE Request		Quotation		
Item	Service	Hourly Rate (GBP)	Monthly Rate (GBP)	Yearly Rate (GBP)
1	Provision of Services as per terms and conditions of Reverse Bid Auction 010/2026 and its Annexes.	N/A	7,985.27	95,823.24
2	Provision of Services under an Overtime Basis (to be requested, if required, by the BNCE).	19.81	N/A	N/A

5.2 – The monthly fixed price of the service is GBP 7,985.27 (seven thousand nine hundred and eighty-five pounds and twenty-seven pence), amounting in the total sum of GBP 95,823.24 (ninety-five thousand eight hundred twenty-three pounds and twenty-four pence) for the first year, and is inclusive of all costs.

5.3 – The aforementioned price is estimated. Payments due to the contractor are based on the amount of services actually provided;

5.4 – All charges are in Pound Sterling (GBP).

CLAUSE SIX – PAYMENT

6.1 – The total contract price will be settled through monthly invoices, upon monthly conclusion of the provision of the service, within 30 (thirty) days of the presentation of the original invoice to the BNCE;

6.1.1 – The Supplier shall invoice the BNCE, upon provision of the service;

6.1.2 - The invoices must inform the date of issue, contract number and contracting party, the period related to the provision of services and the amount to be paid;

6.1.3 - If there is an error in the presentation of the Invoice or any other relevant document, or a circumstance that prevents the settlement of the expense, the contractor shall resubmit a rectified document.

6.2 - Payments shall be made once compliance with the terms and conditions of this contract has been verified and upon authorization from the contract supervisor.

6.3 - Bank details for payment purposes:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CLAUSE SEVEN - PRICE INCREASE

7.1 - Prices shall be valid from the date of submission of the proposals.

7.2 - Prices are firm and fixed for the duration of the contract.

CLAUSE EIGHT - OBLIGATIONS

The obligations of the Contractor and the BNCE are those described in Annex A - Terms of Reference.

CLAUSE NINE - PERFORMANCE GUARANTEE

There will be no requirement for performance guarantee for this contract.

CLAUSE TEN - INFRACTIONS AND ADMINISTRATIVE SANCTIONS

10.1 - The Contractor shall be subject to administrative sanctions if it fails to perform any of the obligations assumed in the contract, may it be total or partial non-performance.

10.2 - Upon guaranteeing prior right of defence to the Contractor, the Navy may apply the following sanctions:

a) **Written Warning** for minor faults, considered those that do not cause significant damage to the provision of the object of the contract;

b) **Temporary suspension** of entering Public Tenders and impediment from contracting with BNCE, for a period of up to 2 (two) years;

c) **Declaration of Impediment** from entering Public Tenders and contracting with the Brazilian Government, while the reasons for the penalty persist or until they have been

addressed/resolved with the authority that applied the penalty, upon reimbursement, to the Brazilian Navy, for the resulting losses;

d) **Fine** as per terms of this contract:

10.3 - A Compensatory Fine of 10% (ten percent) of the total contract value shall be applied in case of total non-performance of the contract's object, unless justified as Force Majeure.

10.4 - A Moratorium Fine, in the event of delay in the provision of the contract, not justified under the terms of Force Majeure, in the amount of 0.1% of the value of the corresponding event per day of non-compliance (total or partial), may be applied by the Contracting Party as compensation.

10.4.1 - The total amount of the fine shall not exceed 15% of the total contract price.

10.5 - After notification of the fine's imposition, the Navy may deduct the fine from the payments due to the Contractor or require the Contractor to pay the fine within 10 (ten) days of the notification.

10.6 - An appeal may be lodged within 5 (five) business days from the receipt of the notification of the sanction, addressed to the President of the Brazilian Naval Commission in Europe, who shall issue the final decision within 5 (five) business days from the receipt of the Contractor's appeal.

10.6.1 - In the event a fine is imposed, after the decision of the President of the BNCE, should the penalty persist, it shall be collected in accordance with item 10.5.

10.7 - If twenty (20) business days after the deadline for payment of the fine has elapsed and the Contractor has not yet made the payment, the Navy may terminate this contract, pursuant to Clause Eleven - Termination.

10.8 - Should the total amount of fines reaches 15% (fifteen percent) of the total Contract price, the Contract may be terminated and the Navy may enforce the payment of fines still due.

10.9 - The submission of the sanctions provided for in this Contract do not exclude, under any circumstance, the obligation of the Contractor to fully repair the damage caused to the Navy.

10.10 - The sanctions of written warning, suspension from bidding and contracting, and declaration of impediment from bidding and contracting with Brazilian Public Administration may be applied cumulatively or separately with the fine.

10.11 - The competent authority, when applying the penalties, will take into account the nature and seriousness of the infraction committed, the particularities of the specific case, aggravating or mitigating circumstances, resulting damages to the BNCE, taking always into consideration the principle of proportionality.

10.12 – The contractor is liable for death, injury, loss or damage to persons or property, which shall have been caused by fault, wilful misconduct or negligence of the contractor, its employees or agents in the course of the execution of this contract.

10.13 – The enforcement of any of the foreseen penalties will be preceded by an administrative process and will ensure the Contractor's full defence.

CLAUSE ELEVEN – TERMINATION

11.1 – The contract is terminated upon expiration of the term stipulated therein.

11.2 – The contract may be terminated prior to the fulfilment of all obligations stipulated therein, or before the established deadline, ensuring the rights of defence of the parties, for any of the reasons below:

- a) non-compliance with contractual clauses, specifications or deadlines;
- b) irregular compliance with contractual clauses, specifications and deadlines;
- c) delay in fulfilling obligations within the stipulated deadlines;
- d) the unjustified delay in starting the provision of the object of the contract;
- e) highly relevant reasons of public interest, known by the public, justified and determined by the competent authority of the contracting body registered in the administrative process of this contract;
- f) delay in payments due by administration, of more than 90 (ninety) days, related to services or goods already received or executed, in full or partially, except in cases of public calamity, serious disturbance of internal order or war, guaranteeing to the contracted party the right to opt for the suspension of the fulfilment of its obligations until the situation is normalized;
- g) the occurrence of proved unexpected event or force majeure, preventing the performance of the contract.

11.3 – The termination term shall be:

11.3.1 – An agreement between the parties, provided it is also convenient for the Navy. The party who wishes to terminate this contract must give the other party 30 days notice.

11.3.2 – Requested by the contracting party, in the cases listed in items a), b), c), d) and e).

11.3.2.1 – Should the termination occur based on the aforementioned items, without the contractor's fault, the contractor will be compensated for the proven damages suffered and will be entitled to payments due for the provision of goods and services provided until the date of termination.

11.4 – The requirement for termination of the contract will be formally discussed to ensure the full right of defence to the other party.

11.5 – The term of termination, whenever possible, shall be preceded by:

- a) Balance of contractual events already fulfilled or partially fulfilled;
- b) List of payments already made and still due; and

c) Indemnities and fines.

CLAUSE TWELVE – BUDGET RESOURCES

12.1 – The expenses for this contract are part of the budget of the Brazilian Government, as per details below:

Operation/Unit: 70100

Funding source: 10000000000

Work Program: 174672

Expenditure Element: 339039

Internal Plan: G483FC101B4

12.2 – The budget allocation for subsequent financial years, if applicable, will be detailed after approval of the respective Budgetary Law and release of the corresponding credits, through an internal document issued by the Navy.

CLAUSE THIRTEEN – FORCE MAJEURE

13.1 – The parties shall consider force majeure, for the effect of counting the periods established in this Contract, those which, being impossible to foresee or to avoid may prevent one of the parties from complying with the scheduled dates. Proof of Force Majeure must be presented and accepted by the affected party.

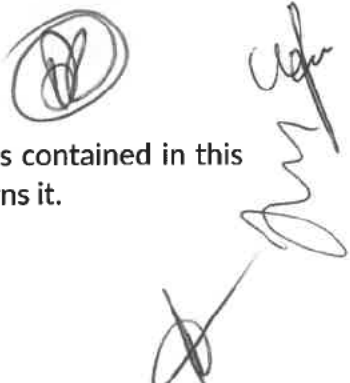
13.2 – Therefore, the following are considered force majeure: war, insurrection, revolution, civil war, strike, lockouts, and acts of nature, adverse meteorological conditions, government actions, and others, which, in accordance with Subclause 13.1, stop the contract from being fulfilled as originally agreed. The termination of the contract, in this case, can be determined by a unilateral and written act of the Brazilian Navy or, even, be formalized by consensual form.

13.3 – In the event of force majeure, the affected party shall notify the other party, in writing, within 10 (ten) working days of the start of the force majeure period. The affected party must inform the other party of the consequences of the force majeure regarding the delays under the Contract and the period required in order to overcome those delays. Upon the agreement of the parties, the scheduled dates will be extended by the respective period of the force majeure.

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

CLAUSE FOURTEEN – OTHER MATTERS

The omitted cases will be decided by the parties, according to the provisions contained in this Contract Term, and its Annexes, with the support of the legislation that governs it.



CLAUSE FIFTEEN – WAIVERS AND VARIATIONS

15.1 – No waiver by either the Navy or the Contractor will be treated as such unless through a formal variation or contract amendment.

15.2 – Any variation to the Contract will be formalised through an Addendum.

15.2.1 – The additions or reductions resulting from an agreement signed between the contracting parties may not exceed the limit of 25% (twenty-five percent) of the initial estimated value of the contract.

15.3 – The merger, division, or incorporation of the Supplier with another legal entity is permitted, upon consent of the Navy, provided that all the qualification required in the original tender are observed by the new legal entity and that all clauses and conditions of the contract are maintained, there is no prejudice to the execution of the object of the contract.

15.4 – Alterations that do not characterize an amendment to the contract can be made by simple apostille, in compliance with legal requirements, waiving the signature of an Addendum.

CLAUSE SIXTEEN – PUBLICITY

It is the responsibility of the Navy to publish an extract of this Contract in the Official Gazette of Brazil, in order to comply with legal government requirements.

CLAUSE SEVENTEEN – DRAFT OF THE CONTRACT, LAW AND ARBITRATION

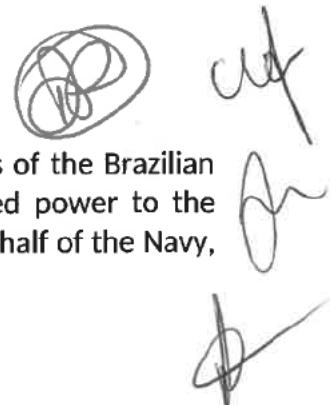
17.1 – The draft of this Contract was analysed and approved by the '*Consultoria Jurídica-Adjunta junto ao Comando da Marinha – CJACM*', and complies with the recommendations contained in Opinion No. 00043/2026/CJACM/CGU/AGU.

17.2 – This Contract is governed by the English law and has its authoritative text in the English language. All matters arising there under shall be determined in accordance with English law and under the exclusive jurisdiction of the English courts.

17.3 – Without prejudice of the determined in Subclause 17.2, any dissension, arising from this Contract, which had not been settled by means of an agreement between the parties, can be resolved by Arbitration, in London, in accordance with the Rules of Conciliation and Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

CLAUSE EIGHTEEN – DELEGATION OF POWER

In accordance with the legal instrument 'Rules for Administrative Agreements of the Brazilian Navy', 'Portaria' No. 38, dated 21/03/2022, the Brazilian Navy has delegated power to the President of the Brazilian Naval Commission in Europe, to sign contracts, on behalf of the Navy, in the area of his jurisdictional sector.

Handwritten signatures and stamps. There is a circular stamp with some illegible text inside, and several handwritten signatures in dark ink to its right and below.

CLAUSE NINETEEN - NOTICES AND CORRESPONDENCE

19.1 - Where in accordance with the Contract, a notice in writing is required, it shall be sent by registered post to the address of the party to receive it, stated in this Contract or such other address as may from time to time be notified by either party to the other in writing.

19.2 - All correspondence between the parties hereto concerning the Contract shall be in the English Language.

19.3 - The day-to-day correspondence and formal notices given by all parties should be sent to the following:

a) Brazilian Naval Commission in Europe

170 Upper Richmond Road, London SW15 2SH

Tel: + 44 020 8246 4433 / 4467

FAO: Contract Division

EMAIL: cnbe.contract@marinha.mil.br

b) Opus Cleaning Limited

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CLAUSE TWENTY - COPIES

This Contract is made in two originals, one for the BNCE and one for the Contractor.

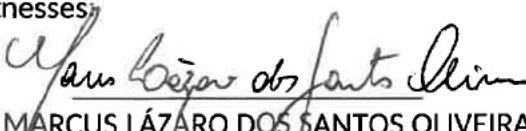
AND, it is hereby agreed that all parties accept the provisions of the Clauses of this Contract, which was read and agreed with and is now signed by Captain Rodrigo Barreiros Leal President of the Brazilian Naval Commission in Europe, representing the Navy and [REDACTED] representing the Contractor and witnessed by Commander Marcus Lázaro dos Santos Oliveira and Commander Janini Farache Pinto Thomes, at this whole act present.

London, 13 April 2026


RODRIGO BARREIROS LEAL
President Brazilian Naval


Authorized Representative
Opus Cleaning Limited

Witnesses:


CF MARCUS LÁZARO DOS SANTOS OLIVEIRA
Commander Brazilian Navy (BNCE)


CC(T) JANINI FARACHE PINTO THOMES
Commander Brazilian Navy (BNCE)

