

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



**REPUBLISHING OF INVITATION FOR BID 186038/CABW/2018
PAG 67102.186038/2018-21**



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2018

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MINISTRY OF DEFENSE
 AERONAUTICAL COMMAND
 BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

INVITATION FOR BID 186038/CABW/2018
 PAG 67102.186038/2018-21

Approved on: October 10, 2018


 LEONARDO GUEDES Col
 BACW'S Chief

Legal basis. The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington (BACW), announces to whom it may concern, that at the date, time and place shown below, it will hold a REPUBLISHING OF BIDDING PROCESS based on the indirect execution, for the performance of services, under the Unit Price regime, of the **lowest price**, in accordance with this Invitation For Bid and its Annexes. The bidding process will follow the principles of Law N° 8.666/93 (Brazil), and its related legislation, in addition to the recommendations contained in the MCA 176-1, from Secretary of Economy and Finance (SEFA), and the Official Letter N° 213/SUAUD/3368, dated September 20 2011, from SEFA, as well as other requirements set forth in this Bid announcement and its Annexes. In addition, proposals submitted to the BACW will be interpreted, evaluated and ranked in accordance with the principles contained in Articles 3 and 123 of Law N° 8,666 of 06/21/1993, pertaining to legality, fairness, morality, equality and transparency.

| | | | |
|--|--|------------------|----------------|
| Date of Delivery and Opening of Envelopes: | | October 17, 2018 | |
| Hours: | 09:00 a.m. (U.S. Eastern Standard Time) | | |
| Address: | 1701 22nd St. N.W. Washington, D.C., 20008 | Telephone: | (202) 483-4031 |
| | | Fax: | (202) 483-4684 |
| | | Email: | con@cabw.org |
| Accreditation: | October 17, 2018 | | |
| Hours: | 09:00 a.m. (U.S. Eastern Time) | | |

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1. DEFINITIONS

1.1. In order to facilitate comprehension of terminology and simplify the composition of the text, the following abbreviations and phrases were adopted, with the meanings provided herein:

1.1.1. ANAC-National Civil Aviation Agency, Brazilian Aeronautical Authority.

1.1.2. BACW-Brazilian Aeronautical Commission in Washington-DC (CABW);

1.1.3. CELOG-Aeronautical Logistic Center

1.1.4. COMAER-Aeronautical Command;

1.1.5. COMREC-Goods and Services Receipt Commission, comprised of at least three members who, through the Contracting Management Unit, representing the Aeronautical Command before the CONTRACTED PARTY, are tasked with receiving the object, whether material or service, as per ICA 65- 8/2009 and ICA 12-23/2014;

1.1.6. CONTRACTED PARTY- Winning Bidder in the Bidding Process, after issue of ratification (“Homologation”) and Bid Award (“Adjudication”);

1.1.7. CONTRACTING PARTY- The Brazilian Federal Union-Aeronautical Command, represented by the Brazilian Aeronautical Commission in Washington D.C.

1.1.8. CONTRACT - The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other Administrative Body (CONTRACTED PARTY), for the purpose of contracting the aeronautical services contemplated here under the conditions established by the Public Administration itself. Within the scope of this document, it is referred to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;

1.1.9. DOU- Official Gazette;

1.1.10. EASA- European Aviation Safety Agency;

1.1.11. FAA – Federal Aviation Agency;

1.1.12. FAB- Brazilian Air Force;

1.1.13. MONITOR – Administration Agent especially appointed as its representative to monitor and oversee Contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to its duties in the situations in which his technical knowledge is not sufficient to perform them;

1.1.14. MONITORING: Generic term for the activity exercised by the Administration Agent acting as Contract Monitor, or by a specifically and systematically appointed Commission, for the purpose of verifying compliance with contractual provisions and with complementary orders issued by the Administration regarding Contract Execution, in all its aspects, for the purpose of identifying deviations and taking corrective measures, or- when outside of its sphere of competence, forwarding them to a higher-ranking authority;

1.1.15. CONFIDENTIAL INFORMATION - Any information and data, of a commercial or industrial nature, or pertaining to technical projects, for current enterprises or others under development by the parties, as well as any other data, texts, correspondence and information disclosed orally or visually, regardless of the means through which it is conveyed.

1.1.16. ICA - Aeronautical Command Normative;

1.1.17. INVOICE or COMMERCIAL INVOICE - Document equivalent to a bill of sale or trade bill which, in foreign countries, is supplied with the purchased material or services



rendered, showing material specifications or services description, as well as their quantities, unit and total prices, in addition to the weights and other information deemed essential for SISCOMEX. It is considered the most important document for customs clearance by the importer because it contains all the elements related with the export operation;

1.1.18. Brazilian Law Nº 8.666: Law dated June 21, 1993, governing art. 37, Line XXI, of the Federal Constitution [of Brazil], establishes rules for the Public Administration's solicitations and contracts, and provides other guidelines. It establishes general rules or norms on administrative contracts and solicitations relating to projects, services, including advertising, purchases, divestments and rentals within the scope of the Powers of the Union, its States, Federal District and Municipalities;

1.1.19. BIDDERS- Company submitting a Proposal in the Bidding Process;

1.1.20. PAAI- Formal internal administrative process consisting in the log of all verification inquiries into administrative events, which are necessary to clarify and review judgments of the Competent Authority, allowing due process, and possibly culminating in the application of the administrative sanctions established by Law;

1.1.21. PO- PURCHASE ORDER - It is a foreign Purchase Order, equivalent to a Funds Allocation Bill or proceeds allocation document in Brazil. It serves as a guarantee that there is sufficient funds to liquidate the commitment undertaken; it is the first step of a public budget expenditure;

1.1.22. CONTRACT CONCLUSION STATEMENT- Document prepared by the CONTRACT Monitor upon conclusion of the contract due to its partial or full execution.

1.1.23. FINAL RECEIVING CERTIFICATE (TRD)- detailed document, issued by the a member of the Administration, individually or as part of a team, appointed by the competent authority, to document final acceptance of the Object of the Contract (goods or services), further to verification of compliance with all terms set forth in the bidding process and/or in agreements executed by the Public Administration (contracts, partnerships, agreements, amendments, amendment terms, or other similar documents) with third-parties or agencies or entities of the Administration itself;

1.1.24. TEMPORARY RECEIVING CERTIFICATE (TRP)- detailed document, issued by a member of the Administration, individually or as part of a team, appointed by the competent authority, to document temporary acceptance of a contract step (or steps), after verifying good or service compliance with the specification set forth in the bidding process and any documents executed by the Public Administration (contracts, partnerships, agreements, amendments, amendment terms, or other similar documents) with third-parties or agencies or entities of the Administration itself;

2. OBJECT

2.1. Contracting of **268 flight simulator training hours**, without instructor (DRY), and **Simulator Operators Training (IOS)** for 4 instructors, with availability exclusively to the GABAER pilots, in the VC-2 (EMB-190) aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications (Annex A), in accordance with terms, quantities, and other requirements of this document.



2.2. It is important to mention that the training type “DRY”, exposed thereafter and at the Technical Specification (ANNEX A), means that the CONTRACTED PARTY shall rent the hours in flight simulator device, since the Brazilian Air Force (BAF) will use its own instructor’s crew. Equipment type: aircraft EMB-190 (VC-2); Category: FFS EMB-190 Level D; Number of axels 3 (three); Visual Day and Night; Operational Capacity for VFR abd IFR flight.

2.3. Due to the complexity of the avionics and the emergencies associated with the helicopter EMB-190 (VC-2), the simulator for the initial instruction of pilots from GABAER shall be certified as FULL FLIGHT SIMULADOR (FFS), with minimal level as “D”. The device’s qualification as Flight Simulator Training Devices (FSTD) has the objective the assurance of the performance characteristics and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. In the COMAER’s case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military organizations.

2.4. For all intents and purposes, this INVITATION FOR BID includes the following ANNEXs:

- ANNEX I- BASIC PROJECT PLAN;
- ANNEX II- ACCREDITATION FORM TEMPLATE;
- ANNEX III- CONTRACT DRAFT;
- ANNEX IV – PRICE PROPOSAL MODEL

2.5. The services referenced in this INVITATION FOR BID must be provided through a indirect execution Regime, based on **Unit Price** with the judging criterial of lowest price.

3. PARTICIPATION REQUIREMENTS

3.4. Interested companies, registered with the BACW, or not, operating in the field contemplated by this Bidding Process, may participate in the bidding process, in accordance with its founding document.

3.5. Companies that are subject to the conditions listed below may not participate in this bidding process:

- 3.5.1. Bankruptcy, judicial reorganization or extra-judiciary reorganization;
- 3.5.2. Company dissolution or liquidation;
- 3.5.3. Suspension from participating in bids with the Brazilian Government, or companies with a contractual failure record with the BACW within the past 03 (three) months;
- 3.5.4. Suspension from participating in bids with the Brazilian Federal Government; and
- 3.5.5. Declaration of unfitness to enter into an agreement with the Public Administration (Brazil);
- 3.5.6. Companies participating in a Consortium or Joint Venture while also participating separately in a bid, or companies controlling- or controlled by another entity participating in a bidding process.

4. QUALIFICATION/ACCREDITATION

4.4. The bidder, or its legal representative must provide personal identification before the BIDDING COMMISSION (CPL) on the date, and at the time and place shown in the Preamble of



this INVITATION FOR BID for the purpose of recording all participants in this bidding process, with photo ID or other identification document issued by the government or state, in conjunction with a power-of-attorney signed by the participating company representative, ensuring full powers to express opinions during the procedure (this document must be available outside of the envelopes containing qualification documents and price proposals).

4.4.1. Failure to submit any registration documents, or improper document submission, does not prevent bidder participation. However, it will prevent the representative from speaking on behalf of the Bidder

4.5. The Bidder representative may be any individual accredited based on the company's certificate of incorporation, public and private power-of-attorney verified by a notary, or other equivalent document.

4.5.1. The Bidder representative's authority to represent the bidder before third parties must be stated in the company documents or its certificate of sole proprietorship.

4.5.2. The power-of-attorney must describe all necessary attributions enabling the representative to submit a proposal and perform all actions related to the bidding process; it must be presented with company documents or founder's certificate of ownership.

4.6. Each registered representative may represent only 1 (one) bidder

5. ENVELOPES WITH QUALIFICATION DOCUMENTS AND PRICE PROPOSALS

5.4. Each bidder must submit 2 **(two) envelopes**, the **1st (first) containing Qualification Documents and the 2nd (second) containing the Price Proposal**

5.5. The sets of documents pertaining to qualification, technical proposal and price proposals shall be delivered separately, in sealed envelopes, which will be initialed on the tab and identified with the bidder's name

5.6. Bidders are encouraged to use the label template below to mark and identify their envelopes.

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| <p style="text-align: center;">ENVELOPE Nº 01 – QUALIFICATION BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON INVITATION FOR BID Nº 186030/CABW/2018 COMPANY NAME</p> |
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|---|
| <p style="text-align: center;">ENVELOPE Nº 02 – PRICE PROPOSAL BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON INVITATION FOR BID Nº 186038/CABW/2018 COMPANY NAME</p> |
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5.7. The ENVELOPE Nº 01 - QUALIFICATION, ENVELOPE No. 02 – PRICE PROPOSAL must mandatorily be placed inside a larger envelope, which must be addressed to the BIDDING COMMISSION. The name and address of the bidder must be shown in the upper-left hand corner of the envelope, and include the Bidding Number, as well as the time and place of the Open Session for the Bidding process, per the following template:



C/O OF BIDDING COMMISSION – BID # 186038/CABW/2018
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008
SESSION OF **October 17, 2018**
(US Standard Eastern Time)

5.7.1. The envelope may be delivered by mail or other similar shipping service, with tracking and delivery confirmation. The envelope must be delivered in time for open session at 09:00 a.m. (Eastern Standard Time) of **October 17, 2018**

5.7.2. Prior to the time of the Open Session, Bidders are encouraged to notify its envelopes' tracking numbers to the BIDDING COMMISSION by email.

5.7.3. Late envelopes addressed to the BIDDING COMMISSION, delayed by delivery problems or improper identification, shall not be taken into consideration.

5.7.4. The BACW does not accept responsibility for mistakes caused by improper envelope identification.

5.7.5. If the envelope is sent by Mail, the bidder must include the INVITATION FOR BID Number on the outside of the envelope, so that the package may be identified when it arrives at the BACW. (Please note: some mailing services allow the bidding number to be included in the REFERENCE field).

5.7.6. Envelopes may also be delivered in person to the BIDDING COMMISSION at the beginning of the open session.

6. QUALIFICATION (ENVELOPE # 01)

6.1. The qualification envelope must show the Bidder's legal representative identification data, as per ACCREDITATION FORM TEMPLATE, ANNEX II.

6.2. All documentation for ENVELOPE No. 1 must be submitted in **ENGLISH**. Documents issued in a language other than English, must be submitted along with a certified and notarized translation.

6.3. On the **ACCREDITATION FORM**, the Bidder must include the following, at the very least:

6.3.1. Bidder's Business Name;

6.3.2. Bidder's Full Address;

6.3.3. Bidder Representative's Full Name;

6.3.4. Legal Representative must possess Power-of-Attorney, in accordance with this INVITATION FOR BID;

6.3.5. Legal Representative's ID number (for example, General Registry ID card number, or National Driver License Number, Passport number, or any other government-issued photo ID).

6.3.6. Legal representative's email address.

6.4. Bidders must also submit QUALIFICATION ENVELOPES for their **Legal Qualification**:

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]



- 6.4.1.** Present proof of **Federal Tax identification number** (e.g. national registry of legal entities (CNPJ), Federal Identification Number (FEIN), Tax ID Number (TIN).
- 6.4.2.** Present the following documents of the Company: **Certificate of Incorporation, or Certificate of Formation, or Articles of Incorporation, or Articles of Organization**, or other similar organizational document.
- 6.4.3.** Present a valid **Certificate of Liability Insurance** of the Company (proof of insurance);
- 6.4.4.** For Brazilian companies, the documents referenced in the above sub-items 7.4.1, 6.4.2 and 6.4.3 may be replaced by **SICAF (Brazilian Unified Suppliers Registration System)** with valid dates, or alternatively the documents prescribed in articles 27 through 32 of Law 8.666/93.
- 6.5.** Bidders must also present the following documents in a QUALIFICATION ENVELOPE, for the purpose of **Technical Qualification**:
- 6.5.1.** Updated proof that the **company properly maintains the flight Simulator equipment**;
- 6.5.2.** Proof that the flight simulator device is **accredited and approved by Aviation Authority**, with qualification system for **Full Flight Simulator (FFS)**, Level minimum “D”, with FTD - HEADUP DISPLAY (HGS COMBINER).
- 6.5.2.1.** In this case, the BIDDING COMMISSION shall accept proof from the following Aviation Authorities: ANAC (Brazil), FAA (USA), and/or EASA (Europe).
- 6.6.** All pages that belong to the **ENVELOPE 1 – QUALIFICATIONS** shall be numbered and initialed by the legal representatives legally accredited without any erasures or corrections.
- 6.7.** Considering the complexity of the services to be rendered, the BIDDING COMMISSION may forward the qualification documents to Special Transport Group (GTE) for the purposes of obtaining a conclusive technical opinion regarding the qualification of the Bidders participating in this Bidding Process.
- 6.8.** The required certificates or statements must be valid if an expiration date applies.
- 6.9.** Proof that the required documents have been submitted shall not be accepted in replacement of the documents required in this INVITATION FOR BID and its ANNEXs.

7. PRICE PROPOSAL (ENVELOPE # 02)

- 7.1.** The proposal, which must be typed and written in **ENGLISH, and presented in US dollars**, must be clear, without corrections and erasures, duly dated and signed, with all its pages initialed by the bidder representative, **in accordance with Annex IV – PRICE PROPOSAL.**
- 7.2.** Prices offered must include all expenses associated with supplying the product, directly or indirectly, **including but not limited to:** all costs such as fees and/or taxes in accordance with the BASIC PROJECT PLAN, social contributions, expenses, insurance, workers compensation, civil responsibility insurance, labor, social security, fiscal, administrative fees, equipment, materials and any and all other costs or fees associated with the execution of the object of the CONTRACT, as per the INVITATION FOR BID and its ANNEXES.
- 7.3.** The information supplied by the bidder must reflect all costs.



7.4. Costs identified as financing or other unspecified terms shall not be accepted in the Price Proposal.

7.5. Tax rates identified by the BIDDER may not exceed the limits established by the applicable fiscal legislation.

7.6. Proposal validity may not be inferior to **60 (sixty) days** starting on the date on which Price Proposals are opened.

7.7. Under no circumstance must the content of the proposals be modified, with regard to prices, or any other terms or conditions implying a change to the original proposal. Exceptions are permitted when the modifications are formal in nature, aiming to resolve immaterial errors, without substantially altering the content or referenced terms and conditions, and provided that they do not adversely affect other bidders.

7.7.1. The above modifications must be submitted to the Bidding Commission for review.

7.7.2. The Bidding Commission may proceed to correct the highlighted errors, or may require that the Bidder submit a corrected proposal.

7.8. No complaints regarding proposals shall be accepted after entry into the meeting minutes for the Bid. After the qualification phase, withdrawal of proposals will not be permitted, unless due to unforeseeable facts accepted as such by the Commission.

7.9. The Price Proposal shall be evaluated to obtain the **lowest price**.

8. ESTIMATED BUDGET

8.1. The estimated budget for the object of this INVITATION FOR BID shall be **USD 140,700.00 (one hundred forty thousand, seven hundred dollars)**.

8.2. Total estimated amount is based on the estimated amounts registered in the Bid File (PAG).

9. PROCEDURE FOR OPENING ENVELOPES

9.1. The proposal judgment, once all conditions and technical specifications established in this INVITATION FOR BID are met, shall be processed based on **lowest unit price**.

9.2. At the time, date and place indicated in this INVITATION FOR BID, in an open session, in the presence of all bidders, the Bidding Commission shall receive sealed envelopes (item 6.4), containing **Envelopes n.º 01 e n.º 02** and start the Bidding Process.

9.2.1. Anyone may be present at these public sessions, but only bidders and their accredited representatives may participate in the meeting, interacting with the Bidding Commission.

9.3. Once the deadline for submitting documents has expired, no other documents shall be accepted, or further addenda or clarification concerning the qualification documentation, the technical proposal or price proposal submitted.

9.4. **After identifying the Bidders, the Bidding Commission shall proceed to open Envelopes nº 01 - QUALIFICATION.**

9.4.1. The content of the envelopes must be initialed by members of the Bidding Commission and by all present Bidder's representatives.

9.5. Bidder qualification shall be verified, in accordance with the terms of this INVITATION FOR BID.

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9.5.1. Should the Bidding Commission deem it necessary, it may postpone the public session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform all bidders of the time and place of the new meeting.

9.5.1.1. Taking into account the complexity of the services to be provided, the **BIDDING COMMISSION** may submit to **GTE** the documents pertaining to qualification for the purpose of receiving a definitive technical opinion regarding the qualification of participating bidders.

9.5.2. Considering the situation described in the above item, if the Bidding Commission deems it necessary, it may postpone the open session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform the bidders of the time and place for the new meeting; all initialed qualification documents, as well as Envelopes 2- Price Proposals with the initials of all members of the Bidding Commission and all present Bidders, shall be kept by the Bidding Commission until completion of the qualification phase.

9.6. Disqualified bidders shall have their Envelopes nº 2 returned still sealed, after the legal timeframe for appeals has expired without the submission of any appeals, or their removal shall be subject to an adverse decision further to their appeal.

9.7. After analyzing qualification documents, a timeframe of 2 (two) business days shall be granted to the bidders for the submission of possible appeals. After that, a new date for the opening of the technical proposals shall be announced.

9.7.1. In exceptional circumstances, the opening of the technical proposals may occur during the same meeting, in the following cases:

9.7.1.1. All Bidders are present and waive their right to appeal.

9.7.1.2. Should the Bidding Commission consult the candidates who are not present at the meeting, and they waive their right to appeal.

9.8. If any other bidder does not waive the right to appeal during the qualification phase, Envelope nº 2 - Price Proposal, shall be initialed and stored in a safe place until the date set for their opening.

9.9. After completing the qualification phase and opening all proposals, bidders may not be disqualified for any reason associated with this phase, except until after the classification of proposals.

9.10. After the qualification phase, the Bidding Commission shall proceed to open Envelopes nº 02 – PRICE PROPOSAL.

9.10.1. The content of the envelopes must be initialed by all members of the Bidding Commission and by all present Bidder representatives.

9.11. The Bidders' PRICE PROPOSALS shall be verified, in accordance with the terms of this INVITATION FOR BID.

9.11.1. Should the Bidding Commission deem it necessary, it may postpone the open session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform all bidders of the time and place set for the new meeting.

9.11.2. Taking into account the complexity of the services to be provided, the **BIDDING COMMISSION** may submit to **GTE** technical department the documents associated with the **PRICE PROPOSAL**, for the purpose of obtaining a definitive technical opinion regarding the



price proposals received from the participating Bidders.

9.11.3. Considering the situation described in the above item, if the Bidding Commission should deem it necessary, it may postpone the open session, for the purpose of analyzing the documents submitted by the bidders, at which time it must inform all bidders of the time and place set for the new meeting. All price proposals documents which have already been initialed shall be kept by the Bidding Commission until completion of the proposal phase.

9.12. The Bidders' Price Proposals of the QUALIFIED bidders shall be ranked in accordance with the requirements of this INVITATION FOR BID.

9.13. If all participants are disqualified with regard to their qualification documents, or if all technical and/or price proposals are disqualified, the Bidding Commission may grant a 3 (three) business day period for the submission of new documentation or proposals to the Bidding Commission.

9.14. During all open sessions, Meeting Minutes shall be prepared and signed by the members of the Commission and by the legal representatives of the present Bidders.

9.15. In case there are not 3 (three) participating bidders at the bidding meeting, the Bidding Commission will inquire to the present bidders about safeguarding their envelopes for a republishing of the IFB to be announced at later date.

10. QUALIFICATION DOCUMENTS REVIEW

10.1. Bidders shall be disqualified if:

10.1.1. They submit documents required by this INVITATION FOR BID which are already expired and/or have not been properly updated and/or do not comply with the requirements of this INVITATION FOR BID.

10.1.2. They include the Price Proposal in Envelope nº 01.

10.2. Bidders shall be informed of their qualification or disqualification through publication on the BACW website, as well as through submission of the Meeting Minutes for the Open Session through the accredited legal representative's. If the Bidder, or its representative, participates at the open session in which the decision was taken, such notification shall be made directly to the Bidder, or its representative, and recorded in the Meeting Minutes.

11. PRICE PROPOSAL REVIEW

11.1. The criteria for reviewing price proposals shall be the **lowest price**.

11.2. A Proposals shall be DISQUALIFIED if:

11.2.1. It does not comply with item 9 of this INVITATION FOR BID; If the proposal is flawed or illegible, if it is not specific or presents irregularities or errors which make its review difficult;

11.2.2. If it fails to comply with any of the requirements set forth in this INVITATION FOR BID or in the Basic Project Plan;

11.2.3. If it includes any advantage which is not established in this INVITATION FOR BID, such as subsidized financing;

11.2.4. If they feature unrealistic prices, meaning their viability cannot adequately be demonstrated through supporting evidence to prove that the costs are consistent with

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market prices and that productivity is consistent with fulfillment of the object;

11.2.5. In these circumstance, per the above item, should the proposal feature unrealistic prices, meaning their viability cannot adequately be demonstrated through supporting evidence to prove the costs are consistent with market prices, and that productivity is consistent with the fulfillment of the object, the Bidder shall have 2 (two) business days to demonstrate the prices shown in its proposal are viable, under penalty of disqualification.

11.3. If there are signs of unrealistic prices in the proposals, or if further clarification becomes necessary, diligences may be made by the Bidding Commission.

11.4. Once it is ascertained that the price proposal does not meet the requirements set forth in the previous items, it shall be disqualified, and the remaining proposals shall be qualified in descending order from highest to lowest number of points.

11.5. Bidders shall be notified of the outcome of Price Proposal evaluation through publication on the BACW website, publication on the Official Gazette (DOU), as through submission of the Meeting Minutes from the Open Session to the accredited legal representatives' emails, whose price proposals were opened.

11.5.1. Should any bidder, or its representative, be present at the Bid open session, in which a decision was made, this notification shall be made in person to the bidder and recorded in the meeting minutes.

12. PROPOSAL RANKING

12.1. Final ranking of proposals shall occur in accordance with the **lowest price**.

12.2. Bidders shall be notified of the outcome of the Bid through publication on the BACW website, publication on the Official Gazette (DOU), as well as submission of the Meeting Minutes to the emails of the accredited legal representatives whose proposals were opened.

13. RATIFICATION (“HOMOLOGATION” AND BID AWARD (“ADJUDICATION”))

13.1. The services contemplated by this Bidding Process shall be globally awarded to the Bidder with the **lowest price**.

13.2. The bidding process shall be submitted to the relevant higher-ranking authority for the purpose of Bid Award and ratification to the winning bidder.

14. CONTRACT

14.1. After approval of the bid, the winning bidder (the ‘CONTRACTED PARTY’) shall have 5 (five) business days, from the date of notification, to sign the CONTRACT attached as per ANNEX III, under penalty of losing the right to a contract, as well as being subject to the sanctions established in this INVITATION FOR BID and other sanctions or damages available based on applicable law.

14.1.1. The provisions in the previous subitem may be extended to an additional period of 5 (five) business days, if requested by the CONTRACTED PARTY, and approved by the Administration (CONTRATACTING PARTY), at its sole discretion.

14.2. The Administration (CONTRATACTING PARTY) shall have the option of contacting the remaining participants, should the winning bidder not sign the CONTRACT, in the established terms and conditions, in accordance with classification order. It may do so at the same terms



and conditions proposed by the winning bidder, also as regards to updated prices, in accordance with the Invitation for Bid.

14.3. The BACW may also revoke the BIDDING PROCESS, despite the penalties established in this INVITATION FOR BID.

14.4. Upon signing the CONTRACT, the CONTRACTED PARTY declares its express agreement with the BASIC PROJECT PLAN.

14.5. The CONTRACTED PARTY must maintain all qualification conditions required during the bidding process through the execution of the CONTRACT, in accordance with the obligations it has undertaken.

14.6. The CONTRACTED PARTY shall be responsible for any and all expenses associated with the CONTRACT.

15. SUBCONTRACTING

15.1. Subcontracting is not allowed for this contracting

16. TERMS

16.1. Validity Term

16.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, which it can be extended for the overall aggregated amount of 60 months, in accordance with sub-item II e § 6° of Art. 57, of the Brazilian Law 8.666/93.

16.1.2. The validity may extrapolate the fiscal year if the expenses generated had its budget obligated until December 31st, so that the obligated budget can be accredited as "to be paid", in accordance with ON-AGU n° 39, from 12/13/2011.

16.2. Performance Term

16.2.1. The contract performance shall be 12 (twelve) months, counting from the contract signature. Execution Time

16.3. Receipt Timeframe

16.3.1. The services may be rejected as a whole or in part due to noncompliance with the specifications set forth in this Basic Project and on the CONTRACTED PARTY'S price proposal. Noncompliance shall be corrected in a timely manner as appointed by the MONITOR, without costs to the CONTRACTING PARTY, being the administrative sanctions still enforceable.

16.3.2. The services shall be received in 15 days, from the submission of the Invoice, after the assurance of its quality and quantity, with its subsequent acceptance, by means of the Term of Receipt.

16.3.3. In the hypothesis of the verification that the sub item abovementioned is not performed in the mentioned time-frame, it shall be considered performed, by the issuance of the definitive receipt in the last day of the deadline.

16.4. Payment Processing Time

16.4.1. The payment period will be up to 30 (thirty) calendar days from the date on which the ACCEPTANCE CERTIFICATE is submitted.



17. PERFORMANCE LOCATION

17.1. The services that are object of this Invitation For Bid shall be performed in the CONTRACTED PARTY facilities.

18. CHANGES TO THE CONTRACT

18.1. The CONTRACT may be unilaterally altered by the CONTRACTING PARTY in the following situations:

18.1.1. If the project or its specifications should change, to better suit its objectives from a technical standpoint.

18.1.2. Should the Contract Amount require modification due to the quantitative increase or decrease of its Object.

18.1.3. The CONTRACTED PARTY is bound to accept, at the same terms and conditions, all changes involving an increase or decrease in services of up to 25% of updated original Contract amount.

18.1.3.1. Quantitative decreases exceeding twenty-five (25%) of the Contract amount may only be executed when both parts are in agreement.

18.2. The CONTRACT may be amended by agreement between the parties in the following situations:

18.2.1. If it is necessary to modify the execution regime for the good or service, or the means of supply, after verifying the original contractual terms;

18.2.2. If it becomes necessary to alter form of payment, due to unforeseen circumstances, maintaining the original updated amount, excluding advance payment, as regards the fixed payment and delivery schedule, without the respective consideration for the provision of goods or execution of services;

18.2.3. In order to reestablish the relation initially agreed upon by the parties between contractual obligations and payment from the Administration as just compensation for the service, for the purpose of maintaining the Contract's initial economic and financial equilibrium, should unforeseen events occur, or foreseeable events of unforeseeable consequences, which delay or obstruct performance of the adjusted contract, or in case of force majeure, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk.

19. SUBJECTIVE MODIFICATION

19.1. The CONTRACTED PARTY's merger, split or incorporation with another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements set forth in this INVITATION FOR BID, that the remaining contractual clauses are fulfilled, and the execution of the contractual object is not compromised, and that the Administration provides its explicit approval for continuation of the Contract.

20. PRICE ADJUSTMENT

20.1. In accordance with Art. 65, of 1993 Law 8666, the Contract may only be amended to reestablish the relation the parties initially agreed upon between the Parties obligations and their compensation by the Administration for a fair payment of the work, service or supply, thus

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maintaining the economic and financial equilibrium of the Contract; should unforeseen facts occur or foreseeable facts of unforeseeable consequences or in case of force majeure, fortuitous events or factum principis, constituting extraordinary and extra-contractual economic.

20.2. The economic and financial equilibrium shall be based on the CONTRACTED PARTY's formal proposal, and it shall be considered only after 12 months have lapsed from the time of Contract Signature.

20.3. The physical-financial equilibrium shall be preceded by a request from the CONTRACTED PARTY, supported by a table with an analytical breakdown of the Contract's cost components, showing the formation of the current price as well the price presented in proposal.

20.4. The inclusion of advantages which were not featured in the initial proposal is forbidden, except when they have become mandatory due to a legal agreement, normative sentence, collective agreement or collective convention.

20.5. A request to reestablish the economic and financial equilibrium shall only be taken into account through negotiation between the parties, taking into account:

20.5.1. The occurrence of an unforeseeable fact, or foreseeable fact of unforeseeable consequences, which delays or prevents the execution of the agreement and its adequate characterization;

20.5.2. The occurrence of a Force Majeure event, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk, and its adequate characterization;

20.5.3. Proof of imbalance, through a request by the Contracted Party with two price formation tables, one for the initial Price Proposal and one for the New Price Proposal;

20.5.4. The economic exam of the table through verification of the arithmetic calculation which led to the new price;

20.5.5. The relevant preparation of calculation logs;

20.5.6. Analysis of the new recalibrated price compared with market prices;

20.5.7. The existence of a budget allocation to cover a possible Price change;

20.6. A decision on the request must be finalized within a maximum timeframe of 60 (sixty days), starting on the date of delivery of proof of cost variation.

20.7. In case of economic and financial equilibrium an amendment to the current Contract shall be drawn up.

20.8. The timeframe referenced in the previous paragraph shall be suspended until the CONTRACTED PARTY fulfills its obligations or provides the documentation requested by the CONTRACTING PARTY to prove imbalance.

20.9. The CONTRACTING PARTY can make diligences to verify the imbalance alleged by the CONTRACTED PARTY.

20.10. The submission of a proposal of economic and financial equilibrium by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY.

20.11. Should the CONTRACTED PARTY not submit other adequately adjusted indices, the maximum adjustment amount shall be equivalent to CPI variation (Customer Price Index, issued by the Bureau of Labor Statistics – BLS) from the US Department of Labor).



21. PAYMENT

21.1. Payment term shall be 30 (thirty) days starting on date of delivery of RECEIVING CERTIFICATE, with the Invoice, as per procedural standard established in ICA 65-8.

21.2. An invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

21.2.1. "Approval" of the invoice is conditional upon the fulfillment of services described in the invoice presented by the CONTRACTED PARTY; and

21.2.2. In case of failure to present necessary documents, or of a situation which prevents invoice payment, payment shall remain suspended until the CONTRACTED PARTY takes applicable measures to resolve all pending issues. In this case, the payment term shall take effect after pending issues are resolved by the CONTRACTED PARTY, without any cost to the CONTRACTING PARTY.

21.3. The payment date shall be the date on which the wire transfer is processed by the CONTRACTING PARTY'S bank. The CONTRACTING PARTY shall not be responsible for any fees charged by the CONTRACTED PARTY'S financial institution.

21.4. The CONTRACTING PARTY shall not be responsible for any expenses incurred by the CONTRACTED PARTY which have not been stipulated in the CONTRACT.

21.5. Should the CONTRACTED PARTY wish to receive payment in another currency than US Dollars, it shall cover any currency exchange costs or other bank fees which may apply.

21.5.1. Payments made in Brazilian currency shall be made at the Exchange rate in effect on the business day immediately preceding actual payment date.

22. MONITORING

22.1. The MONITORING must be performed by members of the Administration, specifically appointed by the Administration, in accordance with Law N° 8.666 / 1993, ICA n° 65-8 / 2009, and ICA n° 12-23 / 2014, in order to monitor and oversee the CONTRACT to be performed

22.2. MONITORING must comply with the provisions of this Invitation For Bid and Item 15 of the BASIC PROJECT, ANNEX I of INVITATION FOR BID.

23. RECEIPT OF THE OBJECT

23.1. The services contemplated by this INVITATION FOR BID must be received by COMREC in accordance with the technical specifications provided in BASIC PROJECT PLAN, ANNEX I.

23.1.1. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or issues requiring evaluation, must be submitted to the MONITORING team, for assessment by the CONTRACTING PARTY'S Expenses Supervisor.

24. FORCE MAJEURE AND UNFORESEEABLE EVENTS

24.1. Unforeseeable or Force Majeure events must be notified in writing the CONTRACTING PARTY'S EXPENSES SUPERVISOR, through the MONITORING team, so that it may decide the appropriate course of action, provided it has been proven that such events affected the services/materials provided in accordance with the Object of this CONTRACT.



24.2. For the purpose of this CONTRACT, events shall be considered unforeseeable or Force Majeure, if they fit the legal definition provided in the single paragraph of Art. 393 of the Brazilian Civil Code, in accordance with Line II, §1º, Art. 57 of Law N° 8.666/93.

25. OBLIGATIONS OF THE CONTRACTING PARTY AND CONTRACTED PARTY

25.1. The CONTRACTING PARTY and CONTRACTED PARTY's obligations are set forth in the BASIC PROJECT PLAN, in the CONTRACT and in this INVITATION FOR BID.

26. CONTRACT TERMINATION

26.1. Reasons for CONTRACT termination, as well as the measures to be taken in this case, are described in the CONTRACT.

27. SUSTAINABILITY

27.1. Any fixture, equipment or process of the CONTRACTED PARTY, which is located at a fixed site and releases or emits matter into the atmosphere, through emission points or fugitive emissions, and is used in the performance of the contract, must abide by upper emission limits for air pollutants allowed by CONAMA Resolution N° 382, dated 12/26/2006, and other relevant legislation, based on the pollutant and type of source, if located in Brazil, or other legislation, if located outside Brazil.

27.2. During contract execution, as applicable, noise emission levels may not exceed acceptable limits set forth in Norm NBR-10.151 – Sound Evaluation in Residential Areas for the purpose of community comfort, issued by the Brazilian Association of Technical Norms– ABNT, or those set forth in NBR-10.152- Noise Levels for acoustic comfort, by the Brazilian Association of Technical Norms- ABNT, in the terms of CONAMA Resolution N° 01, dated 03/08/19090, and related legislation- if located in Brazil, or relevant legislation, if located outside Brazil.

27.3. As per Article 4º, § 3º, of SLTI/MPOG Normative Rule N° 1, dated 01/19/2010, or relevant norm in the location of aircraft operation/maintenance, during contract execution, recycled aggregates must be used wherever their availability and supply capacity exist, provided the cost is lower than that of natural aggregates, per entry into the price and cost breakdown table.

28. BUDGET ALLOCATION

28.1. Expenses associated with the Contract shall be borne in accordance with the following budget classification **Program 2058** – National Defense; **Action 20XA** – Aeronautical Instruction; Expense Nature ND 339039 (services).

29. ADMINISTRATIVE SANCTIONS AND PENALTIES

29.1. The application of administrative sanctions must take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration.

29.2. Failure to fulfill the CONTRACT in full or in part, or any breach of the obligations set forth in the CONTRACT, shall subject the CONTRACTED PARTY to the following penalties, without exclusion of other civil and criminal penalties, and to any and all damages and resources



available to the contract by the CONTRACTING PARTY, in the terms of the CONTRACT or applicable legislation, ensuring due legal process:

29.2.1. A WARNING is the administrative sanction which shall be applied when the CONTRACTED PARTY should breach, for the first time, the obligations associated with contractual timelines, or for the submission of an invoice with a mistake or in case of non-compliance of guidelines received from the MONITORING team within 48 (forty-eight) hours starting from the time of notification from the MONITORING team. In order to issue this Warning, a PAAI must be generated:

29.2.2. The WARNING must not be proposed for relapse cases of the same kind as non fulfillment of contractual obligation.

29.2.3. The FINES referenced in item II, Art. 87 (fines caused by total or partial contract inexecution), of Law nº 8.666/93, may be defined and applied:

29.2.3.1. For total or partial non-execution of Contract:

29.2.3.1.1. A fine may be applied for partial non-execution in the adjustment amount of 0.2% (two tenths of a percentage point), of the CONTRACT amount, if the CONTRACTED PARTY fails to comply with any amended condition of the CONTRACT; and

29.2.3.1.2. If the CONTRACTED PARTY should cause termination, a fine will be applied for total non-execution of agreement in the amount of 10% (ten percent) of updated total CONTRACT value, without excluding a delinquency fine and any other sanctions set forth in Art. 87 of Law Nº 8.666/93.

29.3. After ensuring the Contracted Party's right to defense, within a period of 5 (five) business days, a fine for total or partial non-execution of the CONTRACT may be applied, in addition to the administrative sanctions set forth in Lines I, III and IV, of art. 87, of Law Nº 8.666/93.

29.4. The CONTRACTING PARTY must inform the CONTRACTED PARTY of the amount to be collected, after exhausting all administrative appeals, and the right to ample defense; the CONTRACTING PARTY shall deduct the amount from balances to be paid from executed services.

29.4.1. If the payment of the above items is not fulfilled, the owed fine shall be deducted, activating the CONTRACT financial guarantee.

29.5. After the actions described in the previous items, should money still be owed for the payment of the fine, the CONTRACTING PARTY'S Expenses Supervisor (Chief or Deputy), if applicable, shall submit the process to the National Treasury General Attorney's Office (PGFN), for analysis for the purpose of entering the sanctioned company in the Federal Unpaid Debt List ['Dívida Ativa da União'-DAU] and/or allow judicial process, based on the amount owed.

29.6. The application of a fine does not exempt the CONTRACTED PARTY from compensation for damages, losses and injuries it may cause the Administration through its punishable act, which also does not exclude the possibility other administrative penalties may be applied.

29.7. The application of the above fines are subjected to appeal period of 5 (five) business days.

29.8. Temporary suspension from participating in BIDDING PROCESS and impediment from entering into a Contract with the Administration shall be applied, within the COMAER, to the following degrees:



29.8.1. For up to 30 (thirty) days:

29.8.1.1. Non-compliance with timeframe established for corrective measures, as of application of warning sanction; and

29.8.1.2. For the disruption of any action in open sessions of this BIDDING PROCESS.

29.8.2. For up to 3 (three) months:

29.8.2.1. Withdrawal of proposal, in the absence of a reason associated with an unforeseen event;

29.8.2.2. Claim that the prices offered are inviable;

29.8.2.3. Submission of an appeal as an obvious delaying tactic.

29.8.3. For up to 6 (six) months:

29.8.3.1. Refusal by the winning bidder, summoned with the valid timeframe of its proposal, to sign or accept the contract, or withdrawal equivalent instrument;

29.8.3.2. Failure to submit a Contract financial guarantee, as per the INVITATION FOR BID;

29.8.3.3. Repeated occurrence of a punishable act as established in sub-items 29.8.1 and 29.8.2 of this item, in under 24 (twenty-four) month;

29.8.3.4. Application of a second administrative sanction fine within the same Contract;

29.8.3.5. Application of two warnings and one fine, within the COMAER, within 12 (twelve) months, and failure by the supplier to undertake the necessary corrective measures in the timeframe prescribed by the Administration; and

29.8.3.6. Application of two administrative sanction fines within the COMAER in 12 (twelve) months, and failure by the supplier to take the necessary corrective measures in the timeframe prescribed by the Administration;

29.8.4. For up to 12 (twelve) months:

29.8.4.1. If the CONTRACTED PARTY delays the execution of service without a reason, resulting in contractual termination;

29.8.4.2. If the CONTRACTED PARTY does not pay/extinguish the fine in the established timeframe, in situations in which it is not possible to deduct its amount from the guarantee or the credits associated with the completed installments; and

29.8.4.3. In case of repeated punishable defaults per description provided in subparagraph "29.8.3", in less than 36 (thirty-six) months;

29.8.5. For up to 24 (twenty-four) months:

29.8.5.1. In case of unlawful act, for the purpose of interfering with the Bid Objectives, such as forming a cartel;

29.8.5.2. Submission of 'fraudulent', 'adulterated', 'false' or 'falsified' documents";

29.8.5.3. Issue of a 'false statement';

29.8.5.4. Final sentence of felonious tax fraud in the collection of taxes associated with the contract;

29.8.5.5. Suspension of service without just cause and without notifying the Administration in advance;

29.8.5.6. Delivery of 'falsified' or 'adulterated' supplies, using artifice to deceive



the Administration;

29.8.5.7. Repeated occurrence of punishable default as defined in sub-paragraph 35.8.4. in under 48 (forty-eight) months; and

29.8.5.8. Repeated occurrence of punishable default as defined in subparagraph 35.8.4 in under 48 (forty-eight) months.

29.9. For the purposes of this Bid, as regards the application of an administrative sanction for the temporary suspension from solicitations and debarment from entering into contracts with the Administration, the term 'Administration' should be interpreted as COMAER.

29.10. Non-execution of the CONTRACT is defined as failure to complete the provision of services in accordance with the technical specifications provided in this INVITATION FOR BID.

29.11. Inadequate behavior is defined as the intentional attempt to deceive or corrupt the Administration, or any of its agents, for the purpose of obtaining illicit advantages.

29.12. The PAAI pertaining to the Declaration of Unfitness shall be sent to the Defense Ministry, per the appropriate chain of command, after issue of opinion by COJAER, given the State Minister's exclusive competence in applying sanctions. The sanction may be applied in any of the following ways:

29.12.1. If the company has received a final sentence due to the practice of fiscal fraud with felonious intent in collection of any taxes.;

29.12.2. If the company or professional committed an unlawful act, for the purpose of interfering with the bidding process's objectives;

29.12.3. If the Administration should verify that the company or professional is not, in fact, fit to enter into a Contract due to unlawful committed by it; or

29.12.4. If the Brazilian Audit Court ['Tribunal de Contas da União'] has verified the proven existence of fraud in the bidding process.

29.13. The criteria for issuing a Declaration of Unfitness, which may not exceed 5 (five) years per current legislation, shall be submitted to COJAER, for further submission to the Defense Secretary. Rehabilitation further to this sanction may be claimed by the interested party 2 (two) years after its application.

29.14. In issuing a Declaration of Unfitness, the suggested sanction shall be indicated, for inclusion -in the respective PAAI, for the purpose of rehabilitating the supplier- of the amount to be reimbursed, legal surcharges and other applicable obligations.

30. APPEALS

30.1. The Administration's (BACW) actions during this bidding process may be appealed as follows:

30.1.1. Appeal to the BIDDING COMMISSION within **2 (two) business days** of date of notification or record of meeting minutes/session, in case of:



- 30.1.1.1. Bidder qualification or disqualification;
- 30.1.1.2. Proposal judgment;
- 30.1.1.3. Annulment or repeal of bidding process;
- 30.1.1.4. Dismissal of request for entry into registry list, modification of cancellation;
- 30.1.1.5. Termination of CONTRACT, as regards Line I of Art. 79 of Law Nº 8.666/93;
- 30.1.1.6. Application of warning fees, temporary suspension or fine.

30.2. After a bidder files an appeal, the other bidders shall be informed so that they may submit counter-arguments within a period of **2 (five) business days**.

30.3. The appeal must be addressed to the Bidding Commission, which may reconsider its decision within a period of **2 (five) business days**.

30.3.1. Should it reject the reasons presented in the appeal, the Bidding Commission must send the appeal to its higher-ranking authority, for due evaluation within an addition **5 (five) day period**, which shall be duly notified.

31. GENERAL PROVISIONS

31.1. Any doubts arising from the provisions of this INVITATION FOR BID may be the subject of consultation, in writing, with the Bidding Commission in charge of this bidding process, up to 48 (forty-eight) hours before the delivery of the proposals.

31.1.1. All questions will be consolidated and answered in writing after the deadline for consultation has elapsed. A circular communication will be posted by the Bidding Commission and forwarded to the interested parties that have provided an e-mail address.

31.2. Participation in this bidding process implies full acceptance of the terms and conditions established in this Invitation for Bid and its Annexes, as well as with the requirement to comply with the provisions herein.

31.3. Any changes or amendments to this INVITATION FOR BID will require its disclosure in the same publication method in which the original bidding process was published, with an extension of the original term, except when the changes do not affect price formation in any way.

31.4. If the day is not a business day or if there are any events preventing the bidding process from being held on the scheduled date, the session will automatically be rescheduled to the following business day at the same time and place as previously indicated, unless otherwise advised by the Bidding Commission.

31.5. In any phase of the bidding process, the Bidding Commission, or any higher-ranking authority may submit a request for clarification to complement or answer questions about the process, provided it does not imply the later inclusion of any document or information which must be made available at the time of the Bidding open session.

31.6. The ratification (“homologation”) of the Bidding process result does not imply the right to execute the Contract.

31.7. The BACW reserves the right to revoke this Bidding Process for reasons of public interest associated with the occurrence of an unforeseen and duly proven event, which is relevant and sufficient to justify such measures, or annul them due to illegality, through an official letter, or by the request of third parties, through a substantiated opinion.



31.8. The INVITATION FOR BID and its ANNEXs may be read and/or obtained from the BACW, at the address below, on business days between 08:30 a.m. and 11:30 a.m., and then again between 1:30 p.m. and 3:00 p.m. (EST) as well as through its website <http://www.cabw.org> during the external phase of the bidding process.

31.9. The records of this administrative process shall be made available at the address below, on business days, between 08:30 a.m. and 11:30 a.m., and then again between 1:30 p.m. and 3:00 p.m. (EST), based on scheduled appointment:

1701 22nd St N.W. Washington, D.C. 20008

Ph.: (202) 483 4031 Fax: (202) 483 4684

E-mail: con@cabw.org

31.10. The United States District Court in Washington, D.C., shall be the court in which any action or proceedings that might arise in connection with the bidding process must be filed and judged. This Invitation For Bid and the bidding process shall be interpreted in accordance with the principles of Brazilian Law N° 8,666/93 and any other applicable laws and regulations of the Federative Republic of Brazil, and shall be governed by and enforced in accordance with the laws of the District of Columbia.

31.11. It is hereby agreed between the parties that the official language of the bid, for the purpose of documentation, correspondence and any other matter is **ENGLISH**.

Washington, DC, October 10, 2018.

RENATO ALVES DE OLIVEIRA, Lt Col.
President of BACW's Bidding Commission

NAZARENO CORREIA PEREGRINO Lt Col
Internal Control Agent



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
AIR FORCE LOGISTIC CENTER

BASIC PROJECT FOR FLIGHT SIMULATOR TRAINING

1. OBJECT

1.1. Contracting of **268 flight simulator training hours**, without instructor (DRY), and **Simulator Operators Training (IOS)** for 4 instructors, with availability exclusively to the GABAER pilots, in the VC-2 (EMB-190) aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications (Annex A), in accordance with terms, quantities, and other requirements of this document.

1.2. It is important to mention that the training type "DRY", exposed thereafter and at the Technical Specification (ANNEX A), means that the CONTRACTED PARTY shall rent the hours in flight simulator device, since the Brazilian Air Force (BAF) will use its own instructor's crew. Equipment type: aircraft EMB-190 (VC-2); Category: FFS EMB-190 Level D; Number of axels 3 (three); Visual Day and Night; Operational Capacity for VFR abd IFR flight.

1.3. Due to the complexity of the avionics and the emergencies associated with the helicopter EMB-190 (VC-2), the simulator for the initial instruction of pilots from GABAER shall be certified as FULL FLIGHT SIMULADOR (FFS), with minimal level as "D". The device's qualification as Flight Simulator Training Devices (FSTD) has the objective the assurance of the performance characteristics and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. In the COMAER's case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military organizations.

2. JUSTIFICATION

2.1. The Brazilian Aeronautical Command (COMAER) adhere to its specific internal regulation, the Aeronautical Command Directive (ICA) 12-16/2007, which relates to the management and training in flight simulators inside Brazil and abroad. The mentioned instruction foresees that the necessities of each Military Organization shall be forwarded to its respective General Command, Departments and the Air Operational Group (GABAER) with the objective of being condensed and analyzed in accordance with the real necessity of the Military Organization.

2.2. The flight simulators are devices used to qualify technical crew members in which only in these type of equipment it is possible to perform ground and in flight emergency situations trainings, without threatening the integrity of the crew or the aircrafts.

2.3. More than that, the use of flight simulators provides economy in fuel and in hours of aircraft cell, influencing directly in the training cost and in the environmental impact generated by the fuel use.

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2.4. With the training that is object of this Basic Project Plan, the Air Force military staff that is part of the pilot's crew would be prepared to face diverse situations aiming the Safety of the Brazilian Air Space.

2.5. In relation to the total amount of training hours to be hired, the program of instruction and operational maintenance of Brazilian Air Force pilots foresees annually the instruction for the aircraft VC-2 with 48 hours of training in simulator. In this way, due to similarity, this hiring foresees the initial instruction of 4 (four) pilots of VC-02 (96 hours) in the simulator leading to significantly budget economy. Furthermore, it is important to mention that this hiring aims to provide the rotation of pilots stationed in GABAER, considering the natural annual rotation of people that occurs in the Aeronautical Command (COMAER).

2.6. Based on that, the hiring of the desired services is necessary to decrease the costs for initial instruction of pilots for the VC-2 from the Brazilian Air Force. Therefore, it is extremely important to perform pilots instruction, as well as to maintain the pilots for the performance of the mission to transport Your Excellency the President of the Federative Republic of Brazil.

3. ESTIMATED BUDGET

3.1. The estimated cost for the performance of the services for the aircraft VC-2 is USD 50,400.00 for the instruction of 4 pilots, being free of charge the instruction of IOS training, and USD 93,300.00 for emergency trainings of 18 pilots, summarizing to the total amount of **USD140,700.00**

4. ENFORCEMENT REGIME

4.1. The performance resulting from this Basic Project Plan must be contracted in based on the **Lowest Global Price** criterion.

5. SERVICES CLASSIFICATION

5.1. The service to be contracted is foreseen in the preamble of the Decree nº 2.271, from 1997, being formed as accessorial activities, instrumental or complementary to the legal competency of the soliciting agency, not being part of the functional categories englobed by its respective plan of staff, as well as the Art. 15 of IN 05/2017 as ongoing services, since they support the performance of activities that are essential to the completion of the institutional mission of the Group of Especial Transport

5.2. The presentation of services does not characterize any employment relation between the CONTRACTED PARTY employees and the CONTRACTING PARTY, forbidding any relation between the agents that could characterize direct subordination.

6. SERVICE SPECIFICATION

6.1. The services shall be executed as described below:

6.1.1. The services shall be performed at the CONTRACTED PARTY location, in accordance with the COMAER's need.

6.1.2. The services shall be made available from MONDAY to SATURDAY, in accordance with schedule presented by the CONTRACTED PARTY.

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6.1.3. The CONTRACTED PARTY shall execute the services with material and equipment necessary to the perfect execution of services to be performed, in accordance with ANNEX A.

6.1.4. For training effects, the pilots may perform the following maneuvers with the simulation equipment:

- A)** Procedures for flight preparation, including inspections before flight, the operation of the engine and the aircraft systems;
- B)** Rolling and operations in the airport superficies, including motor tests;
- C)** Normal takeoff and touchdown, including normal arriving and with crosswind and/or including some type of failure (failure of the engine in flight, engine fire in flight, reverse opening, tripping of compensators, etc.)
- D)** Straight flight and aligned;
- E)** Performance of flight with or without automatic pilot;
- F)** Air traffic circuits, including entry and exit procedures, adequate operation of the IVIFD "TERRAIN" mode for information on mountainous regions;
- G)** Descent with or without curves using configurations of high and low resistance;
- H)** Flights with different speeds, since cruise to the minimum controlled speed;
- I)** Emergency procedures and equipment functioning faults;
- J)** Maneuvers with ground reference;
- K)** Approximations to the landing area with engine power in low gear and partial power;
- L)** Gliding for landing;
- M)** Capacity of training in all types of instruments (NDB, VOR, RNAV e ILS);
- N)** Approximations lost from the final approach until reaching the orbit point, according to what is predicted in each approach letter;
- O)** Capacity of training of procedures instruments in conditions CATII, CATIII;
- P)** Procedures of forced landing, initiated since: a takeoff or during any phase of the flight;
- Q)** Recovery of the aircraft from a stall or from entering into an abnormal attitude;
- R)** Recognition and management of threats and errors;
- S)** Pre-flight procedures, including weight determination and balancing, inspections and services on the airplane;
- T)** Operations at aerodromes and in traffic circuits; precautions and procedures for preventing collisions;
- U)** Control of the airplane through external visual obeisances;
- V)** Low critical velocity flight, pre-stall recognition and recovery, complete stall;
- W)** Flight with asymmetric power when it is multi-engine or multi-engine class rating in multi-engine airplanes;
- X)** Normal take-off and landings with crosswind;



- Y) Maximum performance take-offs (short track and overtaking obstacles), short track landings;
- Z) Basic flight maneuvers and abnormal attitude recovery by reference only to basic flight instruments;
- AA) Flight of navigation through visual references, estimated navigation and, when applicable, radio navigation aid;
- BB) Emergency operations, including simulated failures of airplane equipment;
- CC) Operations with origin, destination or transit by controlled aerodromes, complying with the procedures of the air traffic control services and radio communication procedures and phraseology; and
- DD) Procedures and phraseology for communications;

7. METHOD FOR CONTRACT EXECUTION ANALYSIS

7.1. The services shall be executed within the minimum parameters as follows:

- 7.1.1. Complete functioning of the 3D screens;
- 7.1.2. The simulator must provide training on Headup Display (HGS Combiner) in at least one of the points of piloting, being mandatory in the left seat for the 1P (PF);
- 7.1.3. Functioning of the instructor panel;
- 7.1.4. Functioning of the MOTION for the performance of training in FFS (Full Flight Simulator);
- 7.1.5. Functioning of all the aircraft instruments;
- 7.1.6. Updated database of FMS with updated procedures of the national airports;
- 7.1.7. Complete functioning of the auto-pilot;
- 7.1.8. Functioning of the aircraft systems in accordance with the Quick Reference Book (QRH);
- 7.1.9. Functioning of all aircraft displays;
- 7.1.10. Correct functioning of FGC (Flight Guidance System);

7.2. In case of equipment malfunction during the contract performance, the CONTRACTED PARTY shall evidence efforts to solve any flaws in 24 hours, being responsible to re-schedule the previously reserved spots for the Brazilian Air Force in coordination with the higher rank military officer of the crew, without interfering in the specific date of the crew return, nor create expenses. If expenses are generated due to equipment malfunction the CONTRACTED PARTY may be responsible to pay for the additional cost of daily expenses and air tickets arrangements.

7.3. In accordance with ICA 12-16/2007, the Air Units shall issue a Report of Simulator Training (RTS), in accordance with letter c, item 2.2.5 of the ICA and submit it to the CELOG, with the objective of applying the sanctions foreseen in the CONTRACT.

7.4. In case of any irregularity ("pane") in the simulator that prevent the conclusion of the scheduled hours, the counting of hours shall be interrupted e only the performed hours shall be billed.

7.5. In order for the services to be accepted, the following items will be analyzed:

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7.5.1. Fulfillment of the scheduled training: in case of delays in the beginning of the training by the CONTRACTED PARTY may cause damages to the Administration (COMAER)

7.5.2. Recurring problems in the simulation system that could interfere in the simulation training;

7.6. The CONTRACTED PARTY shall make available a place and equipment in good janitorial and conservation conditions.

8. SERVICES PERFORMANCE AND RECEIPT

8.1. The services execution shall begin at contract signature as per the items bellow.

8.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, which it can be extended for the overall aggregated amount of 60 months, in accordance with sub-item II e § 6° of Art. 57, of the Brazilian Law 8.666/93.

8.1.2. The validity may extrapolate the fiscal year if the expenses generated had its budget obligated until December 31st, so that the obligated budget can be accredited as "to be paid", in accordance with ON-AGU n° 39, from 12/13/2011.

8.1.3. The contract performance shall be 12 (twelve) months, counting from the contract signature.

8.2. The services may be rejected as a whole or in part due to noncompliance with the specifications set forth in this Basic Project and on the CONTRACTED PARTY'S price proposal. Noncompliance shall be corrected in a timely manner as appointed by the MONITOR, without costs to the CONTRACTING PARTY, being the administrative sanctions still enforceable.

8.3. The services shall be received in 15 days, from the submission of the Invoice, after the assurance of its quality and quantity, with its subsequent acceptance, by means of the Term of Receipt.

8.4. In the hypothesis of the verification that the sub item abovementioned is not performed in the mentioned time-frame, it shall be considered performed, by the issuance of the definitive receipt in the last day of the deadline.

8.5. The provisory of definitive receipt of the object does not excludes the CONTRACTED PARTY'S responsibility for lost due to incorrect service performance.

9. CONTRACTING PARTY'S OBLIGATIONS

9.1. Require the fulfillment of all obligations undertaken by the CONTRACTED PARTY, in accordance with contractual terms and proposal terms;

9.2. Carry out monitoring of contractual performance, through a specifically appointed employee, recording in a special log any flaws detected, showing the day, month and year, as well as the names of any personnel who may be involved, sharing such observations with the relevant authority for any applicable measures;

9.3. Notify the CONTRACTED PARTY, in writing, of any possible imperfections occurred during the performance of the contract, determining a timeline for their correction;



- 9.4.** Inform the CONTRACTED PARTY by means of the Military Officer with the higher rank in the training of the occurrence of imperfections that preclude the performance of the planned exercises
- 9.5.** Not allow that the employees of the CONTRACTED PARTY perform any extra work, except in case of proved necessity of the service, being formally justified by the Authority of the agency for which the service is being performed, since it is abided by the limit foreseen in the labor regulation;
- 9.6.** Pay the CONTRACTED PARTY the amount resulting from the rendered services, in accordance with contractual terms;
- 9.7.** Perform the fiscal retentions upon the invoices issued to the CONTRACTED PARTY in accordance with the art. 67 of IN SLTI/MOG n. 05/2017.

10. CONTRACTED PARTY'S OBLIGATIONS

- 10.1.** Perform the services in accordance with this BASIC PROJECT, and with the CONTRACTED PARTY'S proposal, with the necessary means for the fulfillment of contractual terms;
- 10.2.** Repair, correct, remove, rebuild or replace, at its own cost, in full or in part, any activities performed in which performance-related faults, flaws or defects are at the Administration's discretion, by presenting a new methodology for assessment by the Administration.
- 10.2.1.** In case of fault in the SIMULATOR during the performance of training sections, the CONTRACTED PARTY shall officially inform the higher rank crew military official due to the possibility to solve discrepancies within 24 hours, in accordance with item 7.2 of this BASIC PROJECT.
- 10.3.** Maintain the employees in the scheduled times by the Administration (COMAER).
- 10.4.** Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances.
- 10.5.** Present the employees with the company's uniform and identified by means of badge, as well as provide the necessary protection equipment (EPI), as needed.
- 10.6.** Provide to the CONTRACTING PARTY, the name of the employees that shall enter any facilities of the CONTRACTING PARTY.
- 10.7.** Be responsible for all labor, social, social security and taxes fees that are foreseen in the labor legislation.
- 10.8.** Accept request by the CONTRACTING PARTY related to the substitution of stationed employees, in the time-frame provided by the CONTRACT MONITOR, in cases that it is proved the nonconformity of the obligations related to the contract performance, in accordance with the Basic Project.
- 10.9.** Instruct its employees on the need to comply with the internal regulations of the Administration.
- 10.10.** Instruct its employees regarding the activities to be performed, alerting them not to perform activities not covered by the contract, and the CONTRACTED PARTY shall report to



the CONTRACTING PARTY any occurrence to this effect, in order to avoid deviation of function.

10.11. Inform the CONTRACTING PARTY of any irregularity found during the rendering of the services.

10.12. Do not allow the use of any work of the less than sixteen years, except as an apprentice for those over fourteen years of age; nor allow the use of the work of the child under eighteen years in night work, dangerous or unhealthy.

10.13. Maintain throughout the term of the contract, in compliance with the obligations assumed, all the conditions of qualification and qualification required in the bidding;

10.14. Keep confidential all information obtained as a result of the contract performance;

10.15. Cover any onus associated with a possible oversight in the amounts and values of its proposal, including as regards variable costs which are dependent on future and uncertain factors, except if events foreseen on § 1 of Art. 57 of the Brazilian Law 8,666, from 1993.

10.16. Ensure the CONTRACTING PARTY the right to promote inspection at its premises with its technical staff and / or the technical staff available at the Aeronautics Command during the term of the Contract, in order to prove the full capacity to perform the contracted services, through prior authorization from the CONTRACTING PARTY. The CONTRACTED PARTY and shall schedule the inspection within 48 hours

10.17. Record in the Invoices the identification of the respective Purchase.

10.18. The CONTRACTED PARTY shall present the training receipt with at least the following information: Equipment used; Amount of hours trained; The squadron that performed the training; The date and time in which the training happened; and The signature of the crew that performed the training.

11. SUBCONTRACTING

11.1. Subcontracting is not allowed for this BASIC PROJECT.

12. ALTERATION TO CONTRACTED'S PARTY

12.1. It is admissible the merger, divestiture, or incorporation of the CONTRACTED PARTY with/within another entity provided that all the qualifications set forth in the solicitation continue to be satisfied, all the Contract clauses are maintained, there is no prejudice to the contract execution, and the CONTRACTING PARTY in its discretion formally accepts the acts in order to continue with the contract execution.

13. MONITORING

13.1. Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and it must be performed by one or more representatives of the CONTRACTING PARTY, specially designed, in the form of the art. 67 and art. 73 of the Brazilian Law 8.666 from 1993, and the art. 6 of the Decree 2.271 from 1997.

13.2. The CONTRACTING PARTY'S representative must have the necessary experience to monitor and oversee the performance of the Contract.

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13.3. Verification of adequate contractual fulfillment must be performed based on the criteria established in this BASIC PROJECT and in accordance with contractual terms.

13.4. Contractual performance must be monitored and inspected through oversight instruments that would comprehend the measurements of the mentioned aspects of the art. 47 of the IN SLTI/MPOG n. 05 from 2017, if applicable.

13.5. The monitor or manager of the contract, when verifying that the agreed productivity has been underestimated, without loss of quality in the execution of the service, must inform the responsible authority so that the latter promotes the contractual adequacy to the actual productivity, respecting the limits of change of the contractual amounts set forth in § 1 of art. 65 of Brazilian Law 8,666 of 1993.

13.6. The conformity of the material to be used in the execution of the services shall be checked together with the CONTRACTED PARTY'S document containing the detailed list of the same, according to the established in this Basic Project and in the proposal, informing the respective quantities and technical specifications, such as : brand, quality and form of use.

13.7. The CONTRACTING PARTY'S representative shall promote the recording of the occurrences verified, adopting the necessary measures to the faithful fulfillment of the contractual clauses, according to the provisions in §§ 1 and 2 of art. 67 of Law 8,666 of 1993.

13.8. The total or partial noncompliance with the other obligations and responsibilities assumed by the CONTRACTED PARTY shall entail the application of administrative sanctions, provided for in this Basic Project and in the current legislation, which may culminate in contractual termination, as provided for in Articles 77 and 80 of Law 8,666 of 1993.

13.9. The provisions set out in this clause do not exclude the provisions of Annex IV (Guide for the Supervision of Outsourcing Contracts) of the SLTI / MPOG Normative Instruction No. 02, of 2008, applicable to what is pertinent to the contracting.

13.10. The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or employees.

14. ADMINISTRATIVE SANCTIONS

14.1. The administrative sanctions shall be applied in accordance with the terms of the bid announcement and the CONTRACT

15. ANNEXES

15.1. ANNEX A – TECHNICAL SPECIFICATION FFS;

São Paulo, April 13, 2018

DRAFTED BY: JOSÉ ANANIAS COSSETIN PEREIRA – Cpt Assistant to the GTE Instruction
Sub-section

APPROVED BY: CELSO EURICO FLECK – Lt Col - GTE Commander



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.**

BASIC PROJECT FOR FLIGHT SIMULATOR TRAINING

TECHNICAL SPECIFICATION – ANNEX A

1. Tipo de equipamento – aeronave (“Type of equipment – airplane”)
EMB-190 / VC-2
2. Categoria: (“Category”)
FFS EMB-190 LEVEL D
3. Número de eixos: (“Number of axels”)
3 (three) axes
4. Graus de liberdade do simulador: (“Degrees of simulator liberty”)
6 (six) degrees of freedom
5. Visual (dia ,noite, ambos): (“Visual conditions”)
DAY/ NIGHT
6. Período de treinamento: (“Period of training”)
JUL 2018 to JUL: 2019.
7. Capacidade operacional para vôo VFR/IFR: (“Operational capacity VFR/IFR required”)
**VFR – (Visual Flight Rules);
IFR – (Instrument Flight Rules);**
8. Treinamento “dry” ou “wet”: (“Dry or wet training”)
DRY – The BASIC PROJECT foresees Simulator Operators Training (IOS)
9. Necessidade “FTD”: (“Flight training device necessity”)
HEADUP DISPLAY (HGS COMBINER) IS REQUIRED
10. Amount of hours of training for the period of training
**268 hours of training in flight simulator
4 instructors - Simulator Operators Training (IOS)**

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MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA
CENTRO LOGÍSTICO DA AERONÁUTICA

PROJETO BÁSICO PARA TREINAMENTO EM SIMULADOR DE VOO

1. DO OBJETO

1.1. Contratação de 268 horas de TREINAMENTO EM SIMULADOR DE VOO do tipo DRY e treinamento de 4 instrutores para OPERAÇÃO DO SIMULADOR (IOS), com disponibilidade exclusiva para os pilotos do GABAER, na aeronave VC-2 (EMB-190), visando atender às necessidades do COMAER, em conformidade com a Ficha Técnica (ANEXO-A), conforme condições, quantidade e exigências estabelecidas neste instrumento.

1.2. Vale destacar que o treinamento tipo "DRY", apresentado logo abaixo e na Ficha Técnica, significa que a empresa CONTRATADA deverá apenas alugar as horas em simulador, sendo os instrutores provenientes da CONTRATANTE. Tipo de equipamento: aeronave EMB-190 (VC-2); Categoria: FFS EMB-190 Level D; Número de eixos: 3 (três); Visual: Dia e Noite; Capacidade operacional para voo VFR e IFR.

1.3. Tendo em vista a complexidade dos aviônicos e das emergências associadas à aeronave VC-2 (EMB-190), o simulador para o treinamento dos pilotos do GABAER deve ser certificado como *Full Flight Simulator* (FFS), nível mínimo aceitável "D". A qualificação de Dispositivos de Treinamento Simuladores de Voo (FSTD - *Flight Simulator Training Devices*) tem como objetivo verificar suas características de desempenho e realismo, bem como classificá-los nas diversas categorias existentes. A qualificação é uma atividade baseada em normas técnicas emitidas pelas agências reguladoras da aviação civil, as quais estabelecem parâmetros objetivos e subjetivos de qualidade e realismo. No caso do COMAER, os FSTD são empregados para treinamentos previstos nos Programas de Instrução e Manutenção Operacional das unidades aéreas subordinadas.

2. JUSTIFICATIVA E OBJETIVO DA CONTRATAÇÃO

2.1. O Comando da Aeronáutica serve-se de regulamento interno específico, a Instrução do Comando da Aeronáutica (ICA) 12-26/2016, que trata do gerenciamento e do treinamento em simulador de voo no Brasil e no exterior. A referida instrução prevê que as necessidades de cada Organização Militar sejam encaminhadas aos respectivos Comandos gerais, Departamentos e

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GABAER, com a finalidade de serem condensadas e analisadas de acordo com a real necessidade da respectiva Organização Militar.

2.2. Os simuladores de voo são dispositivos utilizados para qualificar tripulantes técnicos, onde somente nestes equipamentos é possível treinar situações de emergências críticas em voo e em solo com grande realismo, sem risco à vida dos tripulantes e à integridade das aeronaves.

2.3. Além disso, o uso de simuladores de voo proporciona economia de combustível e horas de célula de aeronave, influenciando diretamente no custo do treinamento e no impacto ambiental gerado pela queima de combustível.

2.4. Com os referidos treinamentos, os militares da Aeronáutica, do quadro de aviadores estarão preparados para enfrentar situações adversas, visando a Segurança e Preparo do Espaço Aéreo Brasileiro.

2.5. Em relação ao total de horas a serem contratadas, o programa de formação e manutenção operacional dos pilotos da Força Aérea Brasileira prevê anualmente a formação de pilotos de VC-2 com 48 horas de simulador. Assim, por similaridade, esta contratação prevê a formação inicial de 04 (quatro) pilotos de VC-2 (96 horas) no simulador gerando significativa economia de recursos. Ademais, cabe destacar que a contratação em tela, visa contemplar a rotatividade de pilotos que estejam lotados no GABAER, considerando a natural movimentação de pessoal que ocorre anualmente no Comando da Aeronáutica (COMAER).

2.6. Sendo assim, a contratação dos serviços pretendidos se faz necessária para reduzir os gastos na formação inicial de pilotos de VC-2 da Força Aérea Brasileira. Portanto, é de suma importância para realizar a formação de pilotos, bem como para manter o recompletamento de pilotos para o cumprimento da missão de transporte do Excelentíssimo Senhor Presidente da República Federativa do Brasil.

3. ORÇAMENTO ESTIMADO

3.1. O valor estimado, com menor custo, para a realização do serviço de simulador para a aeronave VC-2 e de USD 50 400.00 (cinquenta mil e quatrocentos dólares americanos) para formação de 04 pilotos, gratuidade (free of charge) para a formação de 04 instrutores de simulador e USD 90.300.00 (noventa mil e trezentos dólares americanos) para treinamento de emergências de 18 pilotos, totalizando USD 140.700.00 (cento e quarenta mil e setecentos dólares americanos).

4. REGIME DE EXECUÇÃO E CRITÉRIO DE JULGAMENTO

4.1. O serviço constante deste Projeto Básico deverá ser contratado pelo menor preço, e regime de execução de "Empreitada por Preço Unitário".

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| COMANDO DA AERONÁUTICA |
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| Em 19.1.06.7.2018 |
| Felipe SOUZA Campos do Costa 1º Ten Int |
| Nome e Cargo |

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5. DA CLASSIFICAÇÃO DOS SERVIÇOS

5.1. Os serviços a serem contratados enquadram-se nos pressupostos do Decreto nº 2.271, de 1997, constituindo-se em atividades materiais acessórias, instrumentais ou complementares à área de competência legal do órgão licitante, não inerentes às categorias funcionais abrangidas por seu respectivo plano de cargos, bem como no Art. 15 da IN 05/2017, do tipo serviço continuado, pois apoiam a realização das atividades essenciais ao cumprimento da missão institucional do Grupo de Transporte Especial.

5.2. A prestação dos serviços não gera vínculo empregatício entre os empregados da Contratada e a Administração, vedando-se qualquer relação entre estes que caracterize pessoalidade e subordinação direta.

6. FORMA DE PRESTAÇÃO DOS SERVIÇOS

6.1. Os serviços serão executados conforme discriminado abaixo:

6.1.1. Os serviços serão realizados nas dependências da CONTRATADA, de acordo com a necessidade do COMAER.

6.1.2. Os dias a serem disponibilizados serão dias úteis e sábados, conforme quadro horário disponibilizado pela CONTRATADA.

6.1.3. A CONTRATADA deverá executar o serviço utilizando-se dos materiais e equipamentos necessários à perfeita execução dos serviços a serem prestados, conforme ANEXO A e C.

6.1.4. Para efeitos de treinamento, os pilotos podem realizar as seguintes manobras no equipamento de simulação:

- A) procedimentos da preparação do voo, incluindo as inspeções prévias ao voo, a operação do motor e os sistemas da aeronave;
- B) rolagem e operações na superfície do aeroporto;
- C) decolagens e aterrissagens normais, com vento cruzado e/ou com algum tipo de falha (falha do motor em voo, fogo do motor em voo, abertura do reverso, disparo dos compensadores, etc);
- D) voo reto e nivelado;
- E) realização de voo com ou sem piloto automático;
- F) Circuitos de tráfego aéreo, incluindo procedimentos de entrada e de saída, funcionamento adequado do modo "TERRAIN" do MFD para informação de regiões montanhosas;
- G) descidas com e sem curvas usando configurações de alta e baixa resistência;
- H) voos com diferentes velocidades, desde a de cruzeiro à velocidade mínima controlada;

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- I) procedimentos de emergências e falhas de funcionamento do equipamento;
- J) manobras com referências ao terreno;
- K) aproximações à área de aterrissagem com a potência do motor em marcha lenta e com potência parcial;
- L) planeio para a aterrissagem;
- M) capacidade de treinamento de todos os tipos de procedimentos de instrumentos (NDB, VOR, RNAV e ILS);
- N) Aproximações perdidas desde a aproximação final até atingir o ponto de órbita, de acordo com o que está preconizado em cada carta de aproximação;
- O) Capacidade de treinamento de procedimentos instrumentos em condições CAT II e CAT III;
- P) Procedimentos de aterrissagens forçadas, iniciadas desde uma decolagem ou durante qualquer fase do voo;
- Q) Recuperação da aeronave a partir de um estol ou a partir da entrada em uma atitude anormal;
- R) Reconhecimento e gerenciamento de ameaças e erros;
- S) Procedimentos anteriores ao voo, inclusive determinação de peso e balanceamento, inspeções e serviços no avião;
- T) Operações em aeródromos e em circuitos de tráfego; precauções e procedimentos relativos à prevenção de colisões;
- U) Controle do avião por meio de referências visuais externas;
- V) Voo em velocidades críticas baixas, reconhecimento e recuperação de pré-estol e estol completo;
- W) Voo com potência assimétrica, quando se tratar de habilitação de classe multimotor ou de tipo em aviões multimotores;
- X) Decolagens e aterrissagens normais e com vento de través;
- Y) Decolagens de máximo desempenho (pista curta e ultrapassagem de obstáculos), aterrissagens em pista curta;
- Z) Manobras básicas de voo e recuperação de atitude anormal por referência somente dos instrumentos básicos de voo;
- AA) Voo de navegação por meio de referências visuais, navegação estimada e, quando aplicável, com auxílio de rádio-navegação;
- BB) Operações de emergência, incluindo falhas simuladas de equipamentos do avião;
- CC) Operações com origem, destino ou trânsito por aeródromos controlados, cumprindo os procedimentos dos serviços de controle de tráfego aéreo e os procedimentos e fraseologia de rádio comunicação; e
- DD) Procedimentos e fraseologia para as comunicações.

7. METODOLOGIA DE AVALIAÇÃO DA EXECUÇÃO DOS SERVIÇOS.

7.1. Os serviços deverão ser executados com base nos parâmetros mínimos a seguir estabelecidos:

7.1.1. Funcionamento completo das telas em 3D;

7.1.2. O simulador deve, obrigatoriamente, contemplar o equipamento Headup Display (HGS Combiner) em pelo menos um dos postos de pilotagem, sendo obrigatoriamente no assento da esquerda para o 1P (PF);

7.1.3. Funcionamento do painel do instrutor;

7.1.4. Funcionamento do *MOTION* (condições operacionais nos 3 eixos do simulador);

7.1.5. Funcionamento de todos os instrumentos da aeronave;

7.1.6. Banco de dados atualizados do FMS com os procedimentos em vigor dos aeroportos nacionais e internacionais;

7.1.7. Funcionamento completo do piloto automático;

7.1.8. Funcionamento dos sistemas da aeronave em concordância com o *Quick Reference Handbook* (QRH);

7.1.9. Funcionamento de todos os *displays* da aeronave; e

7.1.10. Funcionamento adequado do FGC (*Flight Guidance System*).

7.2. A CONTRATADA, em caso de mau funcionamento do equipamento durante a execução do serviço, deverá envidar esforços para solucionar as imperfeições em no máximo 24 horas, devendo realocar os agendamentos previstos para a Força Aérea Brasileira, sem interferir com a data específica de retorno dos tripulantes em treinamento, nem gerar prejuízos para a instrução sob pena de arcar com custos adicionais de diárias e remarcações de passagens

7.3. De acordo com a ICA 12-26/2016, as Unidades Aéreas devem elaborar o Relatório de Treinamento em Simulador (RTS), conforme (letra c, item 2.2.5) e submetê-lo à apreciação do CELOG para aplicar as penalidades previstas no contrato vigente (letra e, item 2.2.4).

7.4. Caso ocorra alguma irregularidade ("pane") no simulador que impossibilite o término do treinamento das horas programadas, a contagem será interrompida e serão recebidas somente as horas utilizadas.

7.5. Para o recebimento deverá ser avaliado:

7.5.1. Cumprimento dos horários programados: se houve atrasos no início do treinamento por parte da CONTRATADA que possa prejudicar a Administração;

7.5.2. Problemas no sistema de simulação recorrentes que possam interferir no treinamento de simulação;

7.6. A CONTRATADA deve disponibilizar o local e o equipamento do simulador em boas condições de limpeza e conservação;

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| COMANDO DA AERONÁUTICA CELOG |
| CONFERE COM O ORIGINAL Data: 19/06/18 |
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8. EXECUÇÃO DOS SERVIÇOS E SEU RECEBIMENTO

8.1. A execução dos serviços será iniciada a contar da assinatura do contrato, na forma que segue:

8.1.1. O prazo de vigência será de 12 meses, contados a partir da data de assinatura do contrato, renovável por até 60 meses, nos termos do inciso II e § 6º do artigo 57 da Lei 8.666/93.

8.1.1.1. A vigência poderá ultrapassar o exercício financeiro, desde que as despesas referentes à contratação sejam integralmente empenhadas até 31 de dezembro, para fins de inscrição em restos a pagar, conforme Orientação Normativa AGU nº 39, de 13/12/2011.

8.1.2. O prazo de execução do contrato será de 12 (doze) meses, contados a partir da data da assinatura do contrato.

8.2. Os serviços poderão ser rejeitados, no todo ou em parte, quando em desacordo com as especificações constantes neste Projeto Básico e na proposta, devendo ser corrigidos/refeitos/substituídos no prazo fixado pelo fiscal do contrato, às custas da Contratada, sem prejuízo da aplicação de penalidades.

8.3. Os serviços serão recebidos definitivamente no prazo de 15 dias, contados da apresentação da nota fiscal, após a verificação da qualidade e quantidade do serviço executado e materiais empregados, com a consequente aceitação, mediante termo circunstanciado.

8.4. Na hipótese da verificação a que se refere o subitem anterior não ser procedida dentro do prazo fixado, reputar-se-á como realizada, consumando-se o recebimento definitivo no dia do esgotamento do prazo.

8.5. O recebimento provisório ou definitivo do objeto não exclui a responsabilidade da Contratada pelos prejuízos resultantes da incorreta execução do contrato.

9. OBRIGAÇÕES DA CONTRATANTE

9.1. Exigir o cumprimento de todas as obrigações assumidas pela Contratada, de acordo com as cláusulas contratuais e os termos de sua proposta;

9.2. Exercer o acompanhamento e a fiscalização dos serviços, por servidor especialmente designado, anotando em registro próprio as falhas detectadas, indicando dia, mês e ano, bem como o nome dos empregados eventualmente envolvidos, e encaminhando os apontamentos à autoridade competente para as providências cabíveis;

9.3. Notificar a Contratada por escrito da ocorrência de eventuais imperfeições no curso da execução dos serviços, fixando prazo para a sua correção;

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- 9.4. Informar a CONTRATADA, por meio do Oficial mais antigo presente no Simulador, durante a execução do treinamento, da ocorrência de imperfeições que comprometam a realização dos exercícios previstos;
- 9.5. Não permitir que os empregados da Contratada realizem horas extras, exceto em caso de comprovada necessidade de serviço, formalmente justificada pela autoridade do órgão para o qual o trabalho seja prestado e desde que observado o limite da legislação trabalhista;
- 9.6. Pagar à Contratada o valor resultante da prestação do serviço, no prazo e condições estabelecidas no Contrato e seus anexos;
- 9.7. Efetuar as retenções tributárias devidas sobre o valor da Nota Fiscal/Fatura fornecida pela contratada, em conformidade com o art. 67 da IN SLTI/MPOG N. 05/2017.

10. OBRIGAÇÕES DA CONTRATADA

- 10.1. Executar os serviços conforme especificações deste Projeto Básico e de sua proposta, com a alocação dos empregados necessários ao perfeito cumprimento das cláusulas contratuais, além de fornecer os materiais e equipamentos, ferramentas e utensílios necessários, na qualidade e quantidade especificadas neste Projeto Básico e em sua proposta;
- 10.2. Reparar, corrigir, remover ou substituir, às suas expensas, no total ou em parte, no prazo fixado pelo fiscal do contrato, os serviços efetuados em que se verificarem vícios, defeitos ou incorreções resultantes da execução ou dos materiais empregados;
- 10.2.1. Em caso de falha do Simulador durante a realização das sessões de treinamento, a CONTRATADA deverá informar ao Oficial mais antigo da tripulação quanto à possibilidade de solução das discrepâncias durante as próximas 24 horas, conforme prevê o item 7.2 deste Projeto Básico;
- 10.3. Manter o empregado nos horários predeterminados pela Administração;
- 10.4. Utilizar empregados habilitados e com conhecimentos básicos dos serviços a serem executados, em conformidade com as normas e determinações em vigor;
- 10.5. Apresentar os empregados devidamente uniformizados e identificados por meio de crachá, além de provê-los com os Equipamentos de Proteção Individual - EPI, quando for o caso;
- 10.6. Apresentar à Contratante, quando for o caso, a relação nominal dos empregados que adentrarão o órgão para a execução do serviço;
- 10.7. Responsabilizar-se por todas as obrigações trabalhistas, sociais, previdenciárias, tributárias e as demais previstas na legislação específica, cuja inadimplência não transfere responsabilidade à Contratante;
- 10.8. Atender as solicitações da Contratante quanto à substituição dos empregados alocados, no prazo fixado pelo fiscal do contrato, nos casos em que ficar constatado

for

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| COMANDO DA AERONÁUTICA CELANS |
| CONFETE COM O ORIGINAL Data: 19.06.18 |
| Nome: Felipe SOBREIRA Campos da Costa 1º Ten Inf |

descumprimento das obrigações relativas à execução do serviço, conforme descrito neste Projeto Básico;

10.9. Instruir seus empregados quanto à necessidade de acatar as normas internas da Administração;

10.10. Instruir seus empregados a respeito das atividades a serem desempenhadas, alertando-os a não executar atividades não abrangidas pelo contrato, devendo a Contratada relatar à Contratante toda e qualquer ocorrência neste sentido, a fim de evitar desvio de função;

10.11. Relatar à Contratante toda e qualquer irregularidade verificada no decorrer da prestação dos serviços;

10.12. Não permitir a utilização de qualquer trabalho do menor de dezesseis anos, exceto na condição de aprendiz para os maiores de quatorze anos; nem permitir a utilização do trabalho do menor de dezoito anos em trabalho noturno, perigoso ou insalubre;

10.13. Manter durante toda a vigência do contrato, em compatibilidade com as obrigações assumidas, todas as condições de habilitação e qualificação exigidas na licitação;

10.14. Guardar sigilo sobre todas as informações obtidas em decorrência do cumprimento do contrato;

10.15. Arcar com o ônus decorrente de eventual equívoco no dimensionamento dos quantitativos de sua proposta, devendo complementá-los, caso o previsto inicialmente em sua proposta não seja satisfatório para o atendimento ao objeto da licitação, exceto quando ocorrer algum dos eventos arrolados nos incisos do § 1º do art. 57 da Lei nº 8.666, de 1993.

10.16. Assegurar à CONTRATANTE o direito de promover inspeção em suas instalações com o seu corpo técnico e/ou o corpo técnico disponível no Comando da Aeronáutica, durante a vigência do Contrato, com a finalidade de comprovar a plena capacitação para a execução dos serviços contratados, mediante prévia autorização da CONTRATANTE, devendo a CONTRATADA agendar a inspeção em até 48 horas

10.17. Registrar nas Notas Fiscais a identificação da respectiva Ordem de Compra/Nota de Empenho;

10.18. Apresentar o Borderô de Treinamento constando as equipagens atendidas, a quantidade de horas treinada, o esquadrão de voo pertinente, o dia e hora da instrução e a assinatura do Militar que efetuou o treinamento.

11. DA SUBCONTRATAÇÃO

11.1. Não será admitida a subcontratação do objeto deste Projeto Básico.

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12. ALTERAÇÃO SUBJETIVA

12.1. É admissível a fusão, cisão ou incorporação da CONTRATADA com/em outra pessoa jurídica, desde que sejam observados pela nova pessoa jurídica todos os requisitos de habilitação exigidos na licitação original; sejam mantidas as demais cláusulas e condições do contrato; não haja prejuízo à execução do objeto pactuado e haja a anuência expressa da Administração à continuidade do contrato.

13. CONTROLE E FISCALIZAÇÃO DA EXECUÇÃO

13.1. O acompanhamento e a fiscalização da execução do contrato consistem na verificação da conformidade da prestação dos serviços e da alocação dos recursos necessários, de forma a assegurar o perfeito cumprimento do ajuste, devendo ser exercidos por um ou mais representantes da Contratante, especialmente designados, na forma dos arts. 67 e 73 da Lei nº 8.666, de 1993, e do art. 6º do Decreto nº 2.271, de 1997.

13.2. O representante da Contratante deverá ter a experiência necessária para o acompanhamento e controle da execução dos serviços e do contrato.

13.3. A verificação da adequação da prestação do serviço deverá ser realizada com base nos critérios previstos neste Projeto Básico.

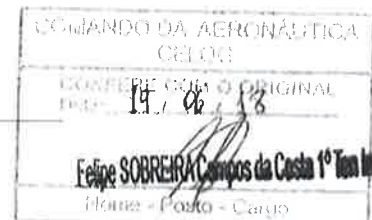
13.4. A execução dos contratos deverá ser acompanhada e fiscalizada por meio de instrumentos de controle, que compreendam a mensuração dos aspectos mencionados no art. 47 da Instrução Normativa SLTI/MPOG nº 05, de 2017, quando for o caso.

13.5. O fiscal ou gestor do contrato, ao verificar que houve subdimensionamento da produtividade pactuada, sem perda da qualidade na execução do serviço, deverá comunicar à autoridade responsável para que esta promova a adequação contratual à produtividade efetivamente realizada, respeitando-se os limites de alteração dos valores contratuais previstos no § 1º do artigo 65 da Lei nº 8.666, de 1993.

13.6. A conformidade do material a ser utilizado na execução dos serviços deverá ser verificada juntamente com o documento da Contratada que contenha a relação detalhada dos mesmos, de acordo com o estabelecido neste Projeto Básico e na proposta, informando as respectivas quantidades e especificações técnicas, tais como: marca, qualidade e forma de uso.

13.7. O representante da Contratante deverá promover o registro das ocorrências verificadas, adotando as providências necessárias ao fiel cumprimento das cláusulas contratuais, conforme o disposto nos §§ 1º e 2º do art. 67 da Lei nº 8.666, de 1993.

13.8. O descumprimento total ou parcial das demais obrigações e responsabilidades assumidas pela Contratada ensejará a aplicação de sanções administrativas, previstas neste Projeto Básico e na legislação vigente, podendo culminar em rescisão contratual, conforme disposto nos artigos 77 e 80 da Lei nº 8.666, de 1993.



13.9. As disposições previstas nesta cláusula não excluem o disposto no Anexo IV (Guia de Fiscalização dos Contratos de Terceirização) da Instrução Normativa SLTI/MPOG nº 02, de 2008, aplicável no que for pertinente à contratação.

13.10. A fiscalização de que trata esta cláusula não exclui nem reduz a responsabilidade da Contratada, inclusive perante terceiros, por qualquer irregularidade, ainda que resultante de imperfeições técnicas, vícios redibitórios, ou emprego de material inadequado ou de qualidade inferior e, na ocorrência desta, não implica em corresponsabilidade da Contratante ou de seus agentes e prepostos, de conformidade com o art. 70 da Lei nº 8.666, de 1993.

14. DAS SANÇÕES ADMINISTRATIVAS

14.1. As sanções administrativas serão aplicadas conforme previsto no instrumento convocatório e CONTRATO.

15. ANEXOS

15.1. ANEXO A: FICHA TÉCNICA FFS;


Brasília, 13 de abril de 2018.

ELABORADO POR


JOSE ANANIAS COSSETIN PEREIRA Cap Av
Adjunto da Subseção de Instrução do GTE

APROVADO POR


CELSO EURICO FLECK Ten Cel Av
Comandante do GTE

| |
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| COMANDO DA AERONAUTICA CELOG |
| CONFERE COM O ORIGINAL Date: 14 / 06 / 2018 |
|  Celso Eurico Fleck Comandante do GTE 1º Ten Int |

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Anexo A - Ficha técnica

FICHA TÉCNICA
("Technical Requirements")

1. Tipo de equipamento – aeronave ("Type of equipment – airplane")
EMB-190 / VC-2
2. Categoria: ("Category")
FFS EMB-190 Level D
3. Número de eixos: ("Number of axels")
3 (three) axes
4. Graus de liberdade do simulador: ("Degrees of simulator liberty")
6 (six) degrees of freedom
5. Visual (dia ,noite, ambos): ("Visual conditions")
DAY and NIGHT
6. Período de treinamento: ("Period of training")
JUL 2018 a JUL 2019
7. Capacidade operacional para voo VFR/IFR: ("Operational capacity VFR/IFR required")
VFR e IFR
8. Treinamento "dry" ou "wet": ("Dry or wet training")
DRY
9. Necessidade "FTD": ("Flight training device necessity")
HEADUP DISPLAY (HGS COMBINER) IS REQUIRED

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Accreditation Form – Annex II

MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

PAGE 1 of 1

| | | |
|----------------------|------|---------|
| For BACW use only | Date | Receipt |
|----------------------|------|---------|

Part 1 Identification

Company's name

Complete Company's Address

Representative Name

| | | |
|----------------------|----------------------|----------------------|
| Last Name: | Given Name: | Middle Name: |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|-----------------------|----------------------|----------------------|
| Identification Number | E-mail Address | Phone Number |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Part 2 Authentication

Representative printed name

| | |
|--------------------------|----------------------|
| Representative signature | Date of signing |
| <input type="text"/> | <input type="text"/> |

Handwritten signature

ANNEX III

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

MINUTA



**CONTRACT [NUM]/CABW/2018
INVITATION FOR BID ____/CABW/2018
PAG 67102.186038/2018-21**

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OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



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PAG Nº: **67102.186038/2018-21**
CONTRACT Nº NUMBER]/CABW/2018

CONTRACTING OF FLIGHT SIMULATOR TRAINING HOURS IN THE VC-2 (EMB-190) AIRCRAFT, BETWEEN THE FEDERAL UNION, REPRESENTED HEREWITH BY THE BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON, AND COMPANY [COMPANY NAME]

The Federal Government, through the Brazilian Aeronautical Commission in Washington, with main offices located at **1701 22nd St N.W. Washington, D.C. 20008**, represented herein by your Expenses Supervisor, **Col LEONARDO GUEDES**, in the use of his legal attributions and as per Art.61 of Brazilian Federal Law nº 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company and company [CONTRACTED PARTY NAME], located at [ADDRESS], ZIP CODE [ZIP CODE], [State], henceforth referred to as the **CONTRACTED PARTY**, represented by Mr. [LEGAL REPRESENTATIVE] bearer of ID Card N [NUMBER], and based on PAG 67102.186038/2018-21, as well as on the final outcome of Bid Nº. **186038/BACW/2018**, according to the principles of Brazilian Law Nº 8,666/93, Decree Nº 2,271/1997, Normative Instruction SLTI/MPOG Nº 2, 2008, and other related legislation, decide to stipulate this CONTRACT and execute this agreement, in according with the following terms and conditions:

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1. DEFINITIONS

1.1. In order to facilitate comprehension of terminology and simplify the composition of the text, the following abbreviations and phrases were adopted, with the meanings provided beside them:

- 1.1.1. BACW- Brazilian Aeronautical Commission in Washington, DC; (CABW)
- 1.1.2. COMAER - Aeronautical Command;
- 1.1.3. COMREC- Goods and Services Receipt Commission, comprised of at least three members who, through the Contracting Management Unit, which represents the Aeronautical Command before the CONTRACTED PARTY, are tasked with receiving the object, whether material or services, as per ICA 65- 8/2009 and ICA 12-23/2014;
- 1.1.4. CONTRACTED PARTY- Winning Bidder in the Bidding Process, after issue of ratification (“Homologation”) and Bid Award (“Adjudication”);
- 1.1.5. CONTRACTING PARTY- The Brazilian Federal Union-Aeronautical Command, represented by the Brazilian Aeronautical Commission in Washington D.C.
- 1.1.6. CONTRACT- The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other Administrative Body (CONTRACTED PARTY), for the purpose of contracting the aeronautical services contemplated here under the conditions established by the Public Administration itself. Within the scope of this document, it is referred to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;
- 1.1.7. DOU- Official Gazette;
- 1.1.8. EASA- European Aviation Safety Agency;
- 1.1.9. FAA – Federal Aviation Agency;
- 1.1.10. FAB- Brazilian Air Force;
- 1.1.11. MONITOR – Administration Agent especially appointed as its representative to monitor and oversee Contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to its duties in the situations in which his technical knowledge is not sufficient to perform them;
- 1.1.12. MONITORING: Generic term for the activity exercised by the Administration Agent acting as Contract Monitor, or by a specifically and systematically appointed Commission, for the purpose of verifying compliance with contractual provisions and with complementary orders issued by the Administration regarding Contract Execution, in all its aspects, for the purpose of identifying deviations and taking corrective measures, or- when outside of its sphere of competence, forwarding them to a higher-ranking authority;
- 1.1.13. CONFIDENTIAL INFORMATION- Any information and data, of a commercial or industrial nature, or pertaining to technical projects, for current enterprises or others under development by the parties, as well as any other data, texts, correspondence and information disclosed orally or visually, regardless of the means through which it is conveyed.
- 1.1.14. ICA- Aeronautical Command Normative;
- 1.1.15. INVOICE or COMMERCIAL INVOICE- A document equivalent to a bill of sale or trade bill which, in foreign countries, it is supplied along with the material purchase or service provided, showing material specifications or service description, as well as their

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quantities, unit and total prices, in addition to the weights and other information deemed essential for SISCOMEX. It is considered the most important document for customs clearance by the importer because it contains all the elements concerning export operation;

1.1.16. Brazilian Law Nº 8.666: Law dated June 21, 1993, governing art. 37, Line XXI, of the Federal Constitution [of Brazil], establishes rules for the Public Administration's solicitations and contracts, and provides other guidelines. It establishes general rules or norms on administrative contracts and solicitations relating to projects, services, including advertising, purchases, divestments and rentals within the scope of the Powers of the Union, its States, Federal District and Municipalities;

1.1.17. BIDDER- Company submitting a proposal to the Bidding Process;

1.1.18. PAAI- Formal internal administrative process consisting in the log of all acts and inquiries into the administrative events, which are necessary to clarify and review judgments by the Competent Authority, allowing due process, and possibly culminating in the application of the administrative sanctions established by Law;

1.1.19. PO- PURCHASE ORDER - It is a foreign Purchase Order, equivalent to a Funds Allocation Bill or proceeds allocation document in Brazil. It serves as a guarantee that there is sufficient funds to liquidate the commitment undertaken; it is the first step of a public budget expenditure;

1.1.20. CONTRACT CONCLUSION STATEMENT- Document prepared by the CONTRACT Inspector upon closing the contract due to its partial or full execution.

1.1.21. FINAL RECEIVING CERTIFICATE (TRD)- detailed document, issued by the a member of the Administration, individually or as part of a team, appointed by the competent authority, to document final acceptance of the Object of the Contract (goods or services), further to verification of compliance with all terms set forth in the bidding process and/or in documents executed by the Public Administration (contracts, partnerships, agreements, amendments, amendment terms, or other similar documents) with third-parties or agencies or entities of the Administration itself;

1.1.22. TEMPORARY RECEIVING CERTIFICATE (TRP)- detailed document, issued by a member of the Administration, individually or as part of a team, appointed by the competent authority, to document temporary acceptance of a contract step (or steps), after verifying good or service compliance with the specification set forth in the bidding process and any documents executed by the Public Administration (contracts, partnerships, agreements, amendments, amendment terms, or other similar documents) with third-parties or agencies or entities of the Administration itself;

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2. CLAUSE- OBJECT

2.1. Contracting of **268 flight simulator training hours**, without instructor (DRY), and **Simulator Operators Training (IOS)** for 4 instructors, with availability exclusively to the GABAER pilots, in the VC-2 (EMB-190) aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications (Annex A), in accordance with terms, quantities, and other requirements of this document.

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2.2. It is important to mention that the training type "DRY", exposed thereafter and at the Technical Specification (ANNEX A), means that the CONTRACTED PARTY shall rent the hours in flight simulator device, since the Brazilian Air Force (BAF) will use its own instructor's crew. Equipment type: aircraft EMB-190 (VC-2); Category: FFS EMB-190 Level D; Number of axels 3 (three); Visual Day and Night; Operational Capacity for VFR and IFR flight.

2.3. Due to the complexity of the avionics and the emergencies associated with the helicopter EMB-190 (VC-2), the simulator for the initial instruction of pilots from GABAER shall be certified as FULL FLIGHT SIMULADOR (FFS), with minimal level as "D". The device's qualification as Flight Simulator Training Devices (FSTD) has the objective the assurance of the performance characteristics and realism as well as to classify in existing categories. The FSTD qualification is an activity based in technical norms issued by the civil aviation agencies, in which establish objective and subjective parameters of quality and realism. In the COMAER's case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military organizations.

2.4. For all intents and purposes, the following ANNEXES are an integral part of this CONTRACT, regardless of whether they exist or not, they are noted below:

- ANNEX A- BASIC PROJECT PLAN;
- ANNEX B- CONTRACTED PARTY'S PRICE PROPOSAL; and
- ANNEX C- PAYMENT AND DELIVERY SCHEDULE.
- ANNEX D – CONTRACT COPY IN PORTUGUESE

2.5. The performance regime for the services contemplated by this CONTRACT must fall under the indirect execution, and under a **unit price** type.

3. CLAUSE-CONTRACT EXECUTION

3.1. The CONTRACT must be performed through indirect execution and based on the **unit price**.

4. CLAUSE – LANGUAGE

4.1. It is hereby agreed between the parties that the language for this CONTRACT, for the purposes of its records, correspondence, and any other matter, shall be **English**, with a translation **into Portuguese**, which shall form an integral part of the Contract, as per **ANNEX D** replicating the same content and featuring the same signatures from both parties and witnesses.

5. CLAUSE- CONDITIONS FOR THE PROVISION OF SERVICES

5.1. The services must be performed by the CONTRACTED PARTY as described in this document and the BASIC PROJECT PLAN.

5.2. The CONTRACTED PARTY must maintain all required qualification conditions throughout the Bidding process and throughout the validity of this CONTRACT.

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6. CLAUSE- OBLIGATIONS

6.1. In addition to the provisions in the BASIC PROJECT PLAN, the CONTRACTED PARTY commits to the following:

- 6.1.1. Perform all services in accordance with the specifications provided in the BASIC PROJECT and on its proposal, with the resources necessary to the fulfillment of the instructions provided in this CONTRACT;
- 6.1.2. Strictly comply with all specifications and instructions contained in the INVITATION FOR BID;
- 6.1.3. Take full responsibility for the supply of contracted materials and services;
- 6.1.4. Ensure the supply of all materials and/or equipment necessary for the fulfillment of contractual obligations;
- 6.1.5. Take full responsibility for the selection, qualification, transportation, meals, accommodation, employment contracts and termination of contracts for its employees, as well as for the CONTRACTED PARTY'S judicial standing before labor authorities, transportation authorities and insurance. The CONTRACTED PARTY'S failure to fulfill the obligations established in this CONTRACT does not make the CONTRACTING PARTY responsible for any payments;
- 6.1.6. Accept liability, furthermore, for damages caused to the CONTRACTING PARTY, through the services provided by the CONTRACTED PARTY'S employees or appointed agents;
- 6.1.7. Provide all clarification requested by the CONTRACTING PARTY, immediately investigating any complaints;
- 6.1.8. Accept full civil responsibility for any and all material damages and losses caused by action or omission of the CONTRACTED PARTY'S contracted employees, workers, agents or representatives, whether intentionally or not, before the Aeronautical Command or third parties;
- 6.1.9. Employ skilled workers, with basic knowledge of the services to be performed in conformity with current rules and regulations;
- 6.1.10. Take responsibility for all labor, social and tax contributions, as well as for any other direct and indirect obligations set forth in specific legislation. Non-compliance with any of these obligations does not imply their transfer to the CONTRACTING PARTY;
- 6.1.11. Train its employees regarding the importance of following the directives provided by the CONTRACTING PARTY, including as regards norms and regulations established by the OM [military organization], if applicable;
- 6.1.12. Maintain, throughout CONTRACT duration, consistency with obligations undertaken and all qualification conditions required during the Bid;
- 6.1.13. Not transfer to third parties, in any form, not even in part, any responsibilities undertaken;
- 6.1.14. Accept responsibility for any costs associated with possible quantitative and calculation errors on its Proposals, including variable costs associated with future and uncertain events, accepting responsibility to cover items initially included on its Proposals, which turned out to be insufficient to perform the object of this bidding process;

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- 6.1.15.** The CONTRACTED PARTY shall be responsible for providing all services, which must comply with the CONTRACT and the BASIC PROJECT PLAN;
- 6.1.16.** Appoint a responsible manager to globally administer activities, services, inspecting the CONTRACT and interacting with the MONITORING team;
- 6.1.17.** Fulfill all CONTRACT timelines;
- 6.1.18.** Fulfill all requirements by the CONTRACTING PARTY, especially those pertaining to timeframes, performance and the completion of contracted services, as well as the requirements related to priority services, emergency services and services with special timeframes;
- 6.1.19.** Observe Military Organizations office hours, as convenient for them, or based on any requested change, communicating/requesting changes to office hours from the MONITORING team with at least 24 (twenty-four) hours' notice;
- 6.1.20.** Accept responsibility for any complaints, and financial onus arising from any judicial processes, or damages directly or indirectly caused by the CONTRACTED PARTY, which may be claimed against the CONTRACTING PARTY by third parties;
- 6.1.21.** Use adequate equipment and hardware, to enable correct service execution, using safe and efficient work methods;
- 6.1.22.** The CONTRACTED PARTY is forbidden from disclosing to third parties any information on the nature or progress of material delivery contemplated by this CONTRACT, as well as notifying the written or spoken press, including television and/or any other means of public disclosure, except with explicit consent from the CONTRACTING PARTY.
- 6.2.** The CONTRATACTING PARTY, with assistance from the MONITORING team, duly appointed to this end, shall be obligated to:
- 6.2.1.** It is emphasized that the CONTRACTING PARTY is subject to the obligations described below in accordance with the Basic Project Plan, ANNEX A.
- 6.2.2.** Appoint a RECEIPT COMMISSION (COMREC), via internal document, for the quantitative and qualitative receipt of the Object of the CONTRACT;
- 6.2.3.** Provide all conditions to enable the CONTRACTED PARTY to perform the services, in accordance with the provisions of the CONTRACT, INVITATION FOR BID and their ANNEXs, specifically the BASIC PROJECT PLAN;
- 6.2.4.** Demand the fulfillment of all obligations undertaken by the CONTRACTED PARTY in accordance with the provisions set forth in the BASIC PROJECT PLAN, in the CONTRACT, and in the terms and conditions of its proposals;
- 6.2.5.** Exercise oversight over all Administration agents specifically appointed to this task, who may record any flaws encountered;
- 6.2.6.** Notify the CONTRACTED PARTY in writing of any irregularities in the performance of the services, establishing a timeframe for their correction as per ICA 12-23;
- 6.2.7.** Pay the CONTRACTED PARTY the amount owed for the services provided, as established in the CONTRACT through the receipt and acceptance of an invoice; and
- 6.2.8.** Certify that, throughout CONTRACT execution, all eligibility and qualification requirements set forth in the bid shall be maintained, in accordance with the obligations undertaken by the CONTRACTED PARTY.

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7. CLAUSE- DESCRIPTION OF SERVICES

7.1. The CONTRACT must be performed by the CONTRACTED PARTY in accordance with this CONTRACT and the BASIC PROJECT PLAN.

8. CLAUSE- SUBCONTRACTING

8.1. Subcontracting is not allowed for this contracting

9. CLAUSE- TERMS

9.1. Validity Term

9.1.1. The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature, which it can be extended for the overall aggregated amount of 60 months, in accordance with sub-item II e § 6° of Art. 57, of the Brazilian Law 8.666/93.

9.1.2. The validity may extrapolate the fiscal year if the expenses generated had its budget obligated until December 31st, so that the obligated budget can be accredited as "to be paid", in accordance with ON-AGU n° 39, from 12/13/2011.

9.2. Performance Term

9.2.1. The contract performance shall be 12 (twelve) months, counting from the contract signature. Execution Time

9.3. Receipt Timeframe

9.3.1. The services may be rejected as a whole or in part due to noncompliance with the specifications set forth in this Basic Project and on the CONTRACTED PARTY'S price proposal. Noncompliance shall be corrected in a timely manner as appointed by the MONITOR, without costs to the CONTRACTING PARTY, being the administrative sanctions still enforceable.

9.3.2. The services shall be received in 15 days, from the submission of the Invoice, after the assurance of its quality and quantity, with its subsequent acceptance, by means of the Term of Receipt.

9.3.3. In the hypothesis of the verification that the sub item abovementioned is not performed in the mentioned time-frame, it shall be considered performed, by the issuance of the definitive receipt in the last day of the deadline.

9.4. Payment Processing Time

The payment period will be up to 30 (thirty) calendar days from the date on which the ACCEPTANCE CERTIFICATE is submitted.

10. CLAUSE- PERFORMANCE LOCATION

10.1. The services that are object of this Invitation For Bid shall be performed in the CONTRACTED PARTY facilities.

11. CLAUSE- CHANGES TO THE CONTRACT

11.1. The CONTRACT may be altered unilaterally by the CONTRACTING PARTY in the following situations:

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11.1.1. If the project or its specifications should change, to better suit its objectives from a technical standpoint.

11.1.2. Should the Contract Amount require modification due to the quantitative increase or decrease of its Object.

11.1.3. The CONTRACTED PARTY is bound to accept, at the same terms and conditions, all changes involving an increase or decrease in services of up to 25% of updated original Contract amount.

11.1.3.1.1. Quantitative decreases exceeding twenty-five (25%) of the Contract amount may only be executed when both parts are in agreement.

11.2. The CONTRACT may be amended by agreement between the parties in the following situations:

11.2.1. If it is necessary to modify the execution regime for the good or service, or the means of supply, after verifying the original contractual terms are;

11.2.2. If it becomes necessary to alter form of payment, due to unforeseen circumstances, maintaining the original updated amount, excluding advance payment, as regards the fixed payment and delivery schedule, without the respective consideration for the provision of goods or execution of services;

11.2.3. In order to reestablish the relation initially agreed upon by the parties between contractual obligations and payment from the Administration as just compensation for the service, for the purpose of maintaining the Contract's initial economic and financial equilibrium, should unforeseen events occur, or foreseeable events of unforeseeable consequences, which delay or obstruct performance of the adjusted contract, or in case of force majeure, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk.

12. CLAUSE – SUBJECTIVE MODIFICATION

12.1. The CONTRACTED PARTY's merger, split or incorporation with another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements set forth in this INVITATION FOR BID, that the remaining contractual clauses are fulfilled, and the execution of the contractual object is not compromised, and that the Administration provides its explicit approval for continuation of the Contract.

13. CLAUSE- PRICE ADJUSTMENT

13.1. In accordance with Art. 65, of 1993 Law 8666, the Contract may only be amended to reestablish the relation the parties initially agreed upon between the Parties obligations and their compensation by the Administration for a fair payment of the work, service or supply, thus maintaining the economic and financial equilibrium of the Contract; should unforeseen facts occur or foreseeable facts of unforeseeable consequences or in case of force majeure, fortuitous events or factum principis, constituting extraordinary and extracontractual economic risk.

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13.2. The economic and financial equilibrium shall be based on the CONTRACTED PARTY's formal proposal, and it shall be considered only after 12 months have lapsed from the time of Contract Signature.

13.3. The physical-financial equilibrium shall be preceded by a request from the CONTRACTED PARTY, supported by a table with an analytical breakdown of the Contract's cost components, showing the formation of the current price as well the price presented in proposal.

13.4. The inclusion of advantages which were not featured in the initial proposal is forbidden, except when they have become mandatory due to a legal agreement, normative sentence, collective agreement or collective convention.

13.5. A request to reestablish the economic and financial equilibrium shall only be taken into account through negotiation between the parties, considering:

13.5.1. The occurrence of an unforeseeable fact, or foreseeable fact of unforeseeable consequences, which delays or prevents the execution of the agreement and its adequate characterization;

13.5.2. The occurrence of a Force Majeure event, fortuitous event or factum principis, constituting extraordinary and extracontractual economic risk, and its adequate characterization;

13.5.3. Proof of imbalance, through a request by the Contracted Party with two price formation tables, one for the initial Price Proposal and one for the New Price Proposal;

13.5.4. The economic exam of the table through verification of the arithmetic calculation which led to the new price;

13.5.5. The relevant preparation of calculation logs;

13.5.6. Analysis of the new recalibrated price compared with market prices;

13.5.7. The existence of a budget allocation to cover a possible Price change

13.6. A decision on the request must be finalized within a maximum timeframe of 60 (sixty) days, starting on the date of delivery of proof of cost variation.

13.7. In case of economic and financial equilibrium an amendment to the current Contract shall be drawn up.

13.8. The timeframe referenced in the previous paragraph shall be suspended until the CONTRACTED PARTY fulfills its obligations or provides the documentation requested by the CONTRACTING PARTY to prove imbalance.

13.9. The CONTRACTING PARTY can make diligences to verify the imbalance alleged by the CONTRACTED PARTY.

13.10. The submission of a proposal of economic and financial equilibrium by the CONTRACTED PARTY does not imply acceptance by the CONTRACTING PARTY.

13.11. Should the CONTRACTED PARTY not submit other adequately adjusted indices, the maximum adjustment amount shall be equivalent to CPI variation (Customer Price Index, issued by the Bureau of Labor Statistics – BLS) from the US Department of Labor.

14. CLAUSE- PAYMENT

14.1. Payment term shall be 30 (thirty) days starting on date of delivery of RECEIVING CERTIFICATE, with the Invoice, as per procedural standard established in ICA 65-8.

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14.2. An invoice shall be issued by the CONTRACTED PARTY in accordance with the following procedures:

14.2.1. "Approval" of the invoice is conditional upon the fulfillment of services described in the invoice presented by the CONTRACTED PARTY; and

14.2.2. In case of failure to present necessary documents, or of a situation which prevents invoice payment, payment shall remain suspended until the CONTRACTED PARTY takes applicable measures to resolve all pending issues. In this case, the payment term shall take effect after pending issues are resolved by the CONTRACTED PARTY, without any cost to the CONTRACTING PARTY.

14.3. The payment date shall be the date on which the wire transfer is processed by the CONTRACTING PARTY'S bank. The CONTRACTING PARTY shall not be responsible for any fees charged by the CONTRACTED PARTY'S financial institution.

14.4. The CONTRACTING PARTY shall not be responsible for any expenses incurred by the CONTRACTED PARTY which have not been stipulated in the CONTRACT.

14.5. Should the CONTRACTED PARTY wish to receive payment in another currency than US Dollars, it shall cover any currency exchange costs or other bank fees which may apply.

14.5.1. Payments made in Brazilian currency shall be made at the Exchange rate in effect on the business day immediately preceding actual payment date.

15. CLAUSE- MONITORING

15.1. The MONITORING must be performed by members of the Administration, specifically appointed by the Administration, in accordance with Law N° 8.666 / 1993, ICA n° 65-8 / 2009, and ICA n° 12-23 / 2014, in order to monitor and oversee the CONTRACT to be performed.

15.2. MONITORING must comply with the provisions of this Notice and Item 15 of the Basic Project Plan.

16. CLAUSE – RECEIPT OF OBJECT

16.1. The services contemplated by this NOTICE must be received by COMREC in accordance with the provisions of the BASIC PROJECT PLAN, ANNEX A.

16.1.1. All proposals, questions, discrepancies and difficulties encountered during CONTRACT execution, requiring evaluation, must be submitted to the MONITORING team, for assessment by the CONTRACTING PARTY'S EXPENSES SUPERVISOR.

17. CLAUSE – FORCE MAJEURE AND UNFORSEEABLE EVENTS

17.1. Unforeseeable or Force Majeure events must be notified in writing the CONTRACTING PARTY'S EXPENSES SUPERVISOR, through the MONITORING team, so that it may decide the appropriate course of action, provided it has been proven that such events affected the services/materials provided in accordance with the Object of this CONTRACT.

17.2. For the purpose of this CONTRACT, events shall be considered unforeseeable or Force Majeure, if they fit the legal definition provided in the single paragraph of Art. 393 of the Brazilian Civil Code, in accordance with Line II, §1º, Art. 57 of Law N° 8.666/93.

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18. CLAUSE- ADMINISTRATIVE SANCTIONS AND PENALTIES

18.1. The application of administrative sanctions must take into account the gravity of the failure, its recurrence, the damage caused to Public Interest and the loss caused to the Administration.

18.2. Failure to fulfill the CONTRACT in full or in part, or any breach of the obligations set forth in the CONTRACT, shall subject the CONTRACTED PARTY to the following penalties, without exclusion of other civil and criminal penalties, and to any and all damages and resources available to the contract by the CONTRACTING PARTY, in the terms of the CONTRACT or applicable legislation, ensuring due legal process:

18.2.1. A WARNING is the administrative sanction which shall be applied when the CONTRACTED PARTY should breach, for the first time, the obligations associated with contractual timelines, or for the submission of an invoice with a mistake or in case of non-compliance of guidelines received from the Inspection team within 48 (forty-eight) hours starting from the time of notification from the MONITORING team. In order to issue this Warning, a PAAI must be generated.

18.2.2. A WARNING shall not be issued in cases of recurring faults in the same category of breach of contractual obligations.

18.2.3. The FINES referenced in Line II, of art. 87 (such as, for example, due to total or partial failure to execute the Contract) of Law nº 8.666/93, may be defined and applied:

18.2.3.1. For total or partial non-execution of Contract:

18.2.3.1.1. A fine may be applied for partial non-execution in the adjustment amount of 0.2% (two tenths of a percentage point), of the CONTRACT amount, if the CONTRACTED PARTY fails to comply with any amended condition of the CONTRACT; and

18.2.3.1.2. If the CONTRACTED PARTY should cause termination, a fine will be applied for total non-execution of agreement in the amount of 10% (ten percent) of updated total CONTRACT value, without excluding a delinquency fine and any other sanctions set forth in Art. 87 of Law Nº 8.666/93.

18.3. After ensuring the Contracted Party's right to defense, within a period of 5 (five) business days, a fine for total or partial non-execution of the CONTRACT may be applied, in addition to the administrative sanctions set forth in Lines I, III and IV, of art. 87, of Law Nº 8.666/93.

18.4. The CONTRACTING PARTY must inform the CONTRACTED PARTY of the amount to be collected, after exhausting all administrative appeals, and the right to ample defense; the CONTRACTING PARTY shall deduct the amount from balances to be paid from executed services.

18.4.1. If payment is not fulfilled in the above manner, the fines owed will be deducted, activating the CONTRACT'S financial guarantee.

18.5. After the actions described in the previous items, should money still be owed for the payment of the fine, the CONTRACTING PARTY'S Expenses Supervisor (Chief or Deputy), if applicable, shall submit the process to the National Treasury General Attorney's Office (PGFN), for analysis for the purpose of entering the sanctioned company in the Federal Unpaid Debt List ['Dívida Ativa da União'-DAU] and/or allow judicial process, based on the amount owed.

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18.6. The application of a fine does not exempt the CONTRACTED PARTY from compensation for damages, losses and injuries it may cause the Administration through its punishable act, which also does not exclude the possibility other administrative penalties may be applied.

18.7. The application of the above fines are subjected to appeal period of 5 (five) business days.

18.8. Temporary suspension from participating in BIDDING PROCESS and impediment from entering into a Contract with the Administration shall be applied, within the COMAER, to the following degrees:

18.8.1. For up to 30 (thirty) days:

18.8.1.1. Non-compliance with timeframe established for corrective measures, as of application of warning sanction; and

18.8.1.2. For the disruption of any action in the open sessions of the BIDDING PROCESS.

18.8.2. For up to 3 (three) months:

18.8.2.1. Withdrawal of proposal, in the absence of a reason associated with an unforeseen event;

18.8.2.2. Claim that the prices offered are inviable;

18.8.2.3. Submission of an appeal as an obvious delaying tactic.

18.8.3. For up to 6 (six) months:

18.8.3.1. Refusal by the winning bidder, summoned within the valid timeframe of its proposal, to sign or accept the contract, or withdrawal of equivalent instrument;

18.8.3.2. Failure to submit a Contract financial guarantee, as per the INVITATION FOR BID;

18.8.3.3. Repeated occurrence of a punishable act as established in sub-items 18.8.1 and 18.8.2 of this item, in under 24 (twenty-four) months;

18.8.3.4. Application of a second administrative sanction fee within the same Contract;

18.8.3.5. Application of two administrative sanction warnings and one fine, within the COMAER, within 12 (twelve) months, and failure by the supplier to undertake the necessary corrective measures in the timeframe prescribed by the Administration; and

18.8.3.6. Application of two administrative sanction fine within the COMAER in 12 (twelve) months, and failure by the supplier to take the necessary corrective measures in the timeframe prescribed by the Administration;

18.8.4. For up to 12 (twelve) months:

18.8.4.1. If the CONTRACTED PARTY delays the execution of service without a reason, resulting in contractual termination;

18.8.4.2. If the CONTRACTED PARTY does not pay/extinguish the fine in the established timeframe, in situations in which it is not possible to deduct its amount from the guarantee or the credits associated with the completed installments; and

18.8.4.3. In case of repeated punishable defaults per description provided in subparagraph '18.8.3', in less than 36 (thirty-six) months;

18.8.5. For up to 24 (twenty-four) months:

18.8.5.1. In case of unlawful act, for the purpose of interfering with the Bid

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Objectives, such as forming a cartel;

18.8.5.2. Submission of 'fraudulent', 'adulterated', 'false' or 'falsified' documents;

18.8.5.3. Issue of a 'false statement';

18.8.5.4. Final sentence of felonious tax fraud in the collection of taxes associated with the contract;

18.8.5.5. Suspension of service without just cause and without notifying the Administration in advance;

18.8.5.6. Delivery of 'falsified' or 'adulterated' supplies, using artifice to deceive the Administration;

18.8.5.7. Repeated non-execution of Contract resulting in grave damages to the Administration; and

18.8.5.8. Repeated occurrence of punishable default as defined in sub-paragraph 18.8.4. in under 48 (forty-eight) months.

18.9. For the purposes of this Bid, as regards the application of an administrative sanction for the temporary suspension from solicitations and debarment from entering into contracts with the Administration, the term 'Administration' should be interpreted as COMAER.

18.10. Non-execution of the CONTRACT is defined as failure to complete the provision of services in accordance with the technical specifications provided in this INVITATION FOR BID.

18.11. Inadequate behavior is defined as the intentional attempt to deceive or corrupt the Administration, or any of its agents, for the purpose of obtaining illicit advantages.

18.12. The PAAI pertaining to the Declaration of Unfitness shall be sent to the Defense Ministry, per the appropriate chain of command, after issue of opinion by COJAER, given the State Minister's exclusive competence in applying sanctions. The sanction may be applied in any of the following ways:

18.12.1. If the company has received a final sentence due to the practice of fiscal fraud with felonious intent in collection of any taxes.;

18.12.2. If the company or professional committed an unlawful act, for the purpose of interfering with the bidding process's objectives;

18.12.3. If the Administration should verify that the company or professional is not, in fact, fit to enter into a Contract due to unlawful committed by it; or

18.12.4. If the Brazilian Audit Court ['Tribunal de Contas da União'] has verified the proven existence of fraud in the bidding process.

18.13. The criteria for issuing a Declaration of Unfitness, which may not exceed 5 (five) years per current legislation, shall be submitted to COJAER, for further submission to the Defense Secretary. Rehabilitation further to this sanction may be claimed by the interested party 2 (two) years after its application.

18.14. In issuing a Declaration of Unfitness, the suggested sanction shall be indicated, for inclusion -in the respective PAAI, for the purpose of rehabilitating the supplier- of the amount to be reimbursed, legal surcharges and other applicable obligations.

19. CLAUSE- LINKAGE

19.1. This CONTRACT is bound to the INVITATION FOR BID 183038/CABW/2018, to the CONTRACTED PARTY'S Price Proposal, submitted by [COMPANY NAME] to the BACW.

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20. CLAUSE – TERMINATION

20.1. In accordance with the dispositions of Article 78 of Law N° 8.666 / 93 (Brazil), the following are sufficient reasons to terminate the Contract;

20.1.1. Not performing of contract clauses, specifications, projects and timeframes

20.1.2. Irregular fulfillment of contract clauses, specifications, projects and timeframes;

20.1.3. Slowness in execution, leading the CONTRACTING PARTY to prove it is inviable to complete services within the established timeframes;

20.1.4. Unjustified delay in starting the service;

20.1.5. Interruption in the service, without just cause, and without advance warning to the CONTRACTING PARTY;

20.1.6. Total or partial subcontracting of the object, the CONTRACTED PARTY's partnership with other companies, total or partial transfer, such as a merger, split or incorporation, in forms not allowed by the INVITATION FOR BID and this CONTRACT;

20.1.7. Non-compliance with the orders issued by the authority appointed to oversee and inspect the performance of services, or of higher-ranking authorities;

20.1.8. Repeated errors in execution, recorded as prescribed by §1º of Art. 67, Law N° Lei 8.666/93;

20.1.9. Filing for bankruptcy or enactment of civil insolvency;

20.1.10. Dissolution of the company or death of the contracted individual;

20.1.11. Corporate change or modification of the CONTRACTED PARTY's purpose or structure, in a manner which compromises CONTRACT performance;

20.1.12. Public interest reasons (Brazil), of great importance, and widely known, justified and ordered by a higher-ranking executive authority with jurisdiction over the CONTRACTING PARTY, based on an administrative proceeding established in the CONTRACT;

20.1.13. Suspension of services, based on written order from the CONTRACTING PARTY, for a period of over 120 (one hundred and twenty) days, except in cases of natural disaster, civil unrest or war, or repeated suspensions adding up to the same length of time. In addition to the payment required as indemnification to the CONTRACTED PARTY, The CONTRACTED PARTY is also entitled to suspend the fulfillment of its obligations until normalcy is restored;

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- 20.1.14.** A delay greater than 90 (ninety) days in the payments owed by the CONTRACTING PARTY, for completed and accepted services, deliveries and work, except in case of disasters, domestic disorder or wars. The CONTRACTED PARTY shall be entitled to suspend the fulfillment of its obligations until normalcy is restored;
- 20.1.15.** Failure by the CONTRACTING PARTY to make available the facilities or object for the performance of services within the established deadlines;
- 20.1.16.** Unforeseeable or Force Majeure events, preventing Contract Execution, a fact which shall be deemed proved; and
- 20.1.17.** Non-compliance with line V, Art. 27 of Law N° 8.666/ 93, without excluding applicable criminal sanctions.
- 20.2.** The termination shall be formally recorded in accordance with the law, ensuring the right to due legal process and ample defense;
- 20.3.** The termination of this CONTRACT may be:
- 20.3.1.** Unilaterally decided (if justified) by the CONTRACTING PARTY in the events listed in items 20.1.1 through 20.1.12 e 20.1.16 of this Clause;
- 20.3.2.** The termination of the Contract may also occur due to suspension of services by the Administration, resulting in adjustments to the initial CONTRACT amount of up to 25% (twenty-five percent), through no fault of the CONTRACTED PARTY'S;
- 20.3.3.** It may be amicable, further to agreement between the parties, recorded in an amendment to the CONTRACT, provided this is in the CONTRACTING PARTY'S interest; and
- 20.3.4.** Judicially, in accordance with applicable legislation.
- 20.4.** The CONTRACTED PARTY shall be compensated for the damages incurred, provided it is able to prove them, as a result of contract termination, based on items 20.1.12, 20.1.13, 20.1.14, 20.1.15 and 20.1.16 in accordance with this Clause, being entitled to:
- 20.4.1.** The release of its financial guarantee;
- 20.4.2.** Payments owed for CONTRACT execution up until date of termination; and
- 20.4.3.** Payment for demobilization costs.
- 20.5.** Administrative or amicable terminations must be preceded by a written authorization, with adequate justification by the competent authority.
- Termination of the CONTRACT due to non-fulfillment of Contract Clauses shall result in use of the financial guarantee to compensate the CONTRACTING PARTY for the fines established in Clause 18 and for any indemnification due. Any credits associated with the CONTRACT shall be retained up to the limit of the damages caused to the CONTRACTING PARTY, in addition to the sanctions established in this CONTRACT.
- 20.6.** The Contract Termination Document must include
- 20.6.1.** Evaluation of contractual services rendered in full;
- 20.6.2.** List of completed and pending payments; and
- 20.6.3.** Indemnifications and Fines.

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21. CLAUSE- CHOICE OF LAW

21.1. This CONTRACT shall be processed and interpreted in accordance with the principles of Law N°8.666/93, and shall be governed and executed in accordance with the laws of the District of Columbia, including the Uniform Commercial Code, as adopted in the District of Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this CONTRACT.

21.2. The parties agree to make a diligent, good faith attempt to amicably resolve any conflicts before either party initiate litigation in the terms of this Clause (Contract Termination Clause) of this CONTRACT.

21.3. Any controversy or complaint related to this Contract, such as a Contract violation, must be submitted to the Superior Court or to the United States District Court for the District of Columbia, to the jurisdiction to which the parties irrevocably submit.

22. CLAUSE- NOTIFICATIONS AND CORRESPONDENCE

22.1. All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, and must be delivered to the addresses indicated below by one party to the other party or from any other addresses that may be communicated by the PARTIES, throughout the validity of this CONTRACT.

CONTRACTING PARTY:

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
 Attn: Contract Department
 1701 22nd Street NW, Washington, D.C. 20008 - USA
 Phone: 202/518-7359
 Fax: 202/483-4684
 E-mail: con@cabw.org

CONTRACTED PARTY

CONTRACTED PARTY'S NAME
 Attn: Mr./Ms. [Name of Legal Representative]
 ADDRESS:
 Telephone:
 Fax
 Email:

23. CLAUSE- SUSTAINABILITY

23.1. Any fixture, equipment or process of the CONTRACTED PARTY, which is located at a fixed site and releases or emits matter into the atmosphere, through emission points or fugitive emissions, and is used in the performance of the contract, must abide by upper emission limits for air pollutants allowed by CONAMA Resolution N ° 382, dated 12/26/2006, and other relevant

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legislation, based on the pollutant and type of source, if located in Brazil, or other legislation, if located outside Brazil.

23.2. During contract execution, as applicable, noise emission levels may not exceed acceptable limits set forth in Norm NBR-10.151 – Sound Evaluation in Residential Areas for the purpose of community comfort, issued by the Brazilian Association of Technical Norms– ABNT, or those set forth in NBR-10.152- Noise Levels for acoustic comfort, by the Brazilian Association of Technical Norms- ABNT, in the terms of CONAMA Resolution N° 01, dated 03/08/1990, and related legislation- if located in Brazil, or relevant legislation, if located outside Brazil.

23.3. As per Article 4°, § 3°, of SLTI/MPOG Normative Rule N° 1, dated 01/19/2010, or relevant norm in the location of aircraft operation/maintenance, during contract execution, recycled aggregates must be used wherever their availability and supply capacity exist, provided the cost is lower than that of natural aggregates, per entry into the price and cost breakdown table.

24. CLAUSE- CONTRACT AMOUNT

24.1. The maximum total Contract amount is **US\$ [VALUE] (AMOUNT)**, after initial allocation of US\$ [VALOR] (VALOR), through Allocation Bill N° [NUMBER], with remaining US\$ [AMOUNT] making up the difference (AMOUNT) of the above Allocation Bill.

25. CLAUSE- BUDGET ALLOCATION

25.1. Expenses associated with the Contract shall be borne in accordance with the following budget classification **Program 2058** – National Defense; **Action 20XA** – Aeronautical Instruction; Expense Nature ND 339039 (services).

25.2. The information provided in this item is required by the Brazilian Government, for a merely informative purpose.

26. CLAUSE- NUMBER OF COPIES

26.1. It is agreed that this Contract shall be issued in 2 (two) original copies, of equal form and content.

26.1.1. (One) original for the CONTRACTING PARTY; and

26.1.2. (One) original for the CONTRACTED PARTY.

26.2. In witness thereof, the parties sign this CONTRACT in 2 (two) original copies, of equal form and content in the presence of the undersigned witnesses

Washington DC, [MM]/[DD]/[YEAR].

For the CONTRACTING PARTY

MINUTA/DRAFT

BACW's Chief

For the CONTRACTED PARTY

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ANNEX A

BASIC PROJECT PLAN

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ANNEX B

PRICE PROPOSAL

-----**DRAFT**-----

OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



ANNEX C-
PAYMENT AND DELIVERY SCHEDULE

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OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



ANNEX D

CONTRACT DRAFT IN PORTUGUESE

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OFFICER / Rank
CONTRACT MONITOR

OFFICER /Rank
Internal Control Agent.



21. CLAUSE- CHOICE OF LAW

21.1. This CONTRACT shall be processed and interpreted in accordance with the principles of Law N°8.666/93, and shall be governed and executed in accordance with the laws of the District of Columbia, including the Uniform Commercial Code, as adopted in the District of Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise be applied. The UN Convention on Contracts for the International Sale of Goods shall have no application to this CONTRACT.

21.2. The parties agree to make a diligent, good faith attempt to amicably resolve any conflicts before either party initiate litigation in the terms of the Clause 20 (Contract Termination Clause) of this CONTRACT.

21.3. Any controversy or complaint related to this Contract, such as a Contract violation, must be submitted to the Superior Court or to the United States District Court for the District of Columbia, to the jurisdiction to which the parties irrevocably submit.

22. CLAUSE- NOTIFICATIONS AND CORRESPONDENCE

22.1. All correspondence, reports and notifications arising from the execution of this CONTRACT shall be made in writing and shall only be considered to be received by the CONTRACTING PARTY and the CONTRACTED PARTY, and must be delivered to the addresses indicated below by one party to the other party or from any other addresses that may be communicated by the PARTIES, throughout the validity of this CONTRACT.

CONTRACTING PARTY:

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
 Attn: Contract Department
 1701 22nd Street NW, Washington, D.C. 20008 - USA
 Phone: 202/518-7359
 Fax: 202/483-4684
 E-mail: con@cabw.org

CONTRACTED PARTY

CONTRACTED PARTY'S NAME
 Attn: Mr./Ms. [Name of Legal Representative]
 ADDRESS:
 Telephone:
 Fax
 Email:

23. CLAUSE- SUSTAINABILITY

23.1. Any fixture, equipment or process of the CONTRACTED PARTY, which is located at a fixed site and releases or emits matter into the atmosphere, through emission points or fugitive emissions, and is used in the performance of the contract, must abide by upper emission limits for air pollutants allowed by CONAMA Resolution N ° 382, dated 12/26/2006, and other relevant

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ANEXO III

COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON

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**CONTRATO [NUM]/CABW/2018
EDITAL DE LICITAÇÃO 186038/CABW/2018
PAG 67102.186038/2018-21**



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PAG Nº: **67102.186038/2018-21**
CONTRATO Nº [NÚM]/CABW/2018

CONTRATAÇÃO DE SERVIÇO DE SIMULADOR DE VOO DA AERONAVE VC-2 (EMB-190), ENTRE A UNIÃO FEDERAL, AQUI REPRESENTADA PELA COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON, E A EMPRESA [NOME DA CONTRATADA]

A União Federal, por meio da Comissão Aeronáutica Brasileira em Washington, localizado na **1701 22nd St N.W. Washington, D.C. 20008**, representado pelo Cel Av LEONARDO GUEDES, no uso de suas atribuições legais, de acordo com a Diretriz nº 50, de 29 de janeiro de 1953, expedida pelo Ministério da Aeronáutica e pelo art. 61 Lei nº 8.666/93, aqui definido como CONTRATANTE, e a empresa [NOME DA CONTRATADA], localizada na [LOGRADOURO], CEP [CÓDIGO POSTAL], em [CIDADE - ESTADO] aqui definida como CONTRATADA, representada pelo Sr [REPRESENTANTE LEGAL], portador da Carteira de Identidade nº [NÚMERO], e de acordo com o PAG nº 67101.000321/2018-84, e o resultado final da Licitação nº _____/CABW/2018, baseados nos princípios da Lei nº 8.666/93, Decreto nº 2.271/1997 e Instrução Normativa nº 5, de 25 de maio de 2017, e demais leis relacionadas, decidem firmar este CONTRATO e executar este instrumento, de acordo com os seguintes termos e condições:

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1. DEFINIÇÕES

1.1. Com o objetivo de facilitar a compreensão das terminologias e simplificar a composição do texto, as abreviaturas e expressões a seguir serão adotadas com os seus respectivos significados listados ao lado de cada uma, declarados da seguinte forma:

1.1.1. CABW - Comissão Aeronáutica Brasileira em Washington – DC;

1.1.2. COMAER - Comando da Aeronáutica;

1.1.3. COMREC - Comissão de Recebimento de Material e Serviços formada por no mínimo três membros que, por intermédio da Unidade Gestora Contratante que representa o Comando da Aeronáutica junto à CONTRATADA, tem como atribuições efetuar o recebimento do objeto, seja ele bem material ou serviço de acordo com o estabelecido na ICA 65-8/2009 e na ICA 12-23/2014;

1.1.4. CONTRATADA - Empresa vencedora do certame depois de ocorrida a homologação e a adjudicação do objeto da licitação;

1.1.5. CONTRATANTE: União Federal-Comando da Aeronáutica, representada pela Comissão Aeronáutica Brasileira em Washington D.C..

1.1.6. CONTRATO - Ajuste que a Administração Pública (CONTRATANTE), agindo nessa qualidade, firma com particular ou outra Entidade Administrativa (CONTRATADA), para a contratação dos serviços aeronáuticos ora em pauta e nas condições estabelecidas pela própria Administração Pública. No escopo deste documento, refere-se ao contrato futuro a ser assinado entre a CONTRATANTE e a CONTRATADA.

1.1.7. DOU - Diário Oficial da União;

1.1.8. EASA – European Aviation Safety Agency;

1.1.9. FAA – Federal Aviation Agency;

1.1.10. FAB - Força Aérea Brasileira;

1.1.11. FISCAL – Agente da administração especialmente designado como seu representante para acompanhar e fiscalizar a execução do instrumento contratual, permitida a contratação de terceiros para assisti-lo e subsidiá-lo de informações pertinentes a essas atribuições nas situações em que o seu conhecimento técnico não seja suficiente para exercê-las;

1.1.12. FISCALIZAÇÃO: Termo genérico relativo à atividade exercida por Agente da Administração na qualidade de Fiscal de contrato, ou por Comissão especificamente designada, de modo sistemático, com o objetivo de verificar o cumprimento das disposições contratuais e das ordens complementares emanadas da Administração sobre a execução do instrumento contratual, em todos os seus aspectos, a fim de identificar desvios e adotar ações no sentido de corrigi-los ou, quando fora da sua esfera de competência, propô-las à autoridade superior;

1.1.13. INFORMAÇÕES CONFIDENCIAIS – Quaisquer informações e dados, comerciais, industriais ou de projetos técnicos, relativos aos negócios existentes ou em desenvolvimento pelas partes; bem como quaisquer dados, textos, correspondências e informações reveladas oral ou visualmente, independente do meio em que forem transmitidas.

1.1.14. ICA - Instrução do Comando da Aeronáutica;

1.1.15. INVOICE ou COMMERCIAL INVOICE - Documento equivalente à nota fiscal ou à fatura comercial que, no exterior, acompanha o material adquirido ou serviço prestado, indicando a

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especificação do material ou a descrição do serviço, bem como suas quantidades e seus preços unitários e totais, além dos pesos e outras informações consideradas essenciais para o SISCOMEX. É considerada como documento mais importante para o desembaraço pelo importador pois contém todos os elementos relacionados com a operação de exportação;

1.1.16. LEI nº 8.666 – Lei de 21 de junho de 1993, que regulamenta o art. 37, inciso XXI, da Constituição Federal, institui normas para licitações e contratos da Administração Pública e dá outras providências. Estabelece regras ou normas gerais sobre licitações e contratos administrativos pertinentes a obras, serviços, inclusive de publicidade, compras, alienações e locações no âmbito dos Poderes da União, dos Estados, do Distrito Federal e dos Municípios;

1.1.17. LICITANTE - Empresa que apresentar proposta ao Certame licitatório;

1.1.18. PAAI – Procedimento administrativo interno formal composto do registro de todos os atos e da apuração dos fatos administrativos, necessário ao correto esclarecimento e julgamento da Autoridade Competente, permitindo-lhe instruir o devido processo legal, que culmine na aplicação ou não das sanções administrativas previstas na Lei;

1.1.19. PO - PURCHASE ORDER - É uma Ordem de compra no exterior que equivale ao Empenho ou Nota de Empenho no Brasil; a garantia de que existe o crédito necessário para a liquidação de um compromisso assumido; é o primeiro estágio da despesa pública orçamentária.

1.1.20. TERMO DE ENCERRAMENTO DO CONTRATO - Documento elaborado pelo FISCAL na ocasião do encerramento do contrato, em virtude do término sua execução total ou parcial.

1.1.21. TERMO DE RECEBIMENTO DEFINITIVO (TRD) – documento circunstanciado, lavrado por Agente da Administração, de forma isolada ou em comissão, designado pela autoridade competente, para atestar o recebimento definitivo de objeto contratual (bens ou serviços), após a verificação de todas as disposições previstas no procedimento licitatório e/ou nos instrumentos celebrados pela Administração Pública (contratos, convênios, acordos, ajustes, termos de ajustes, termos de cooperação, instrumentos congêneres, outros), com terceiros ou com Órgãos ou Entidades da própria Administração;

1.1.22. TERMO DE RECEBIMENTO PROVISÓRIO (TRP) – documento circunstanciado, lavrado por Agente da Administração, de forma isolada ou em comissão, designado pela autoridade competente, para atestar o recebimento provisório de etapa (s) contratual (ais), concomitante à verificação da conformidade do material e/ou serviço aplicado com a especificação definida no procedimento licitatório e nos instrumentos celebrados pela Administração Pública (contratos, convênios, acordos, ajustes, termos de ajustes, termos de cooperação, instrumentos congêneres, outros), com terceiros ou com Órgãos ou Entidades da própria Administração;

2. **CLÁUSULA – OBJETO**

2.1. Contratação de 268 horas de TREINAMENTO EM SIMULADOR DE VOO do tipo DRY e treinamento de 4 instrutores para OPERAÇÃO DO SIMULADOR (IOS), com disponibilidade

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exclusiva para os pilotos do GABAER, na aeronave VC-2 (EMB-190), visando atender às necessidades do COMAER, em conformidade com a Ficha Técnica (ANEXO-A), conforme condições, quantidade e exigências estabelecidas neste instrumento.

2.2. Vale destacar que o treinamento tipo "DRY", apresentado logo abaixo e na Ficha Técnica, significa que a empresa CONTRATADA deverá apenas alugar as horas em simulador, sendo os instrutores provenientes da CONTRATANTE. Tipo de equipamento: aeronave EMB190 (VC-z); Categoria: FFS EMB-190 Level D; Número de eixos: 3 (três); Visual: Dia e Noite; Capacidade operacional para voo VFR e IFR.

2.3. Tendo em vista a complexidade dos aniônicos e das emergências associadas à aeronave VC-2 (EMB-190), o simulador para o treinamento dos pilotos do GABAER deve ser certificado como Full Flight Simulator (FFS), nível mínimo aceitável "D". A qualificação de Dispositivos de Treinamento Simuladores de Voo (FSTD - Flight Simulator Training Devices) tem como objetivo verificar suas características de desempenho e realismo, bem como classificá-los nas diversas categorias existentes. A qualificação é uma atividade baseada em normas técnicas emitidas pelas agências reguladoras da aviação civil, as quais estabelecem parâmetros objetivos e subjetivos de qualidade e realismo. No caso do COMAER, os FSTD são empregados para treinamentos previstos nos Programas de instrução e Manutenção Operacional das unidades aéreas subordinadas.

2.4. Para todos os efeitos, os seguintes anexos serão parte integrante do presente CONTRATO, independentemente de existirem ou não, eles são aqui transcritos:

ANEXO A – PROJETO BÁSICO;

ANEXO B – PROPOSTA DE PREÇO DA CONTRATADA; e

ANEXO C – CRONOGRAMA FÍSICO-FINANCEIRO.

2.5. Os serviços previstos neste CONTRATO deverão ser fornecidos sob a forma de execução indireta, através de um sistema de empreitada por **preço unitário**, em conformidade com o Projeto Básico.

3. CLÁUSULA – EXECUÇÃO CONTRATUAL

3.1. O CONTRATO deverá ser realizado com base na forma de execução indireta através da empreitada por preço unitário.

4. CLÁUSULA – IDIOMA

4.1. Fica acordado entre as partes que o idioma do presente CONTRATO, com a finalidade de documentação, correspondência, e quaisquer outros interesses será o **Inglês**, com tradução para o **Português**, que integra o presente contrato conforme **Anexo D** possuindo o mesmo conteúdo e deverá ser assinado pelas mesmas partes e testemunhas.

5. CLÁUSULA – CONDIÇÕES PARA A PRESTAÇÃO DOS SERVIÇOS

5.1. Os serviços devem ser executados pela CONTRATADA conforme descrito neste termo e no PROJETO BÁSICO.

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5.2. A CONTRATADA deverá aceitar e manter todas as condições exigidas na habilitação realizada durante o processo de licitação e durante a vigência do presente CONTRATO.

6. CLÁUSULA - OBRIGAÇÕES

6.1. Além do estabelecido no PROJETO BÁSICO, a parte CONTRATADA estará ainda obrigada a:

6.1.1. Executar os serviços de acordo com as especificações fornecidas no PROJETO BÁSICO e na sua proposta, com os recursos necessários para a plena conformidade com as disposições do CONTRATO em comento;

6.1.2. Observar rigorosamente as especificações e instruções contidas no Edital de Licitação;

6.1.3. Assumir a responsabilidade total pelos serviços contratados;

6.1.4. Assegurar o fornecimento de todos os materiais e/ou equipamentos necessários para o cumprimento das obrigações contratuais;

6.1.5. Assumir a responsabilidade pela seleção, qualificação, transporte, alimentação, alojamento, contratação e rescisão trabalhista de seus empregados, assim como para a situação jurídica da CONTRATADA para com as autoridades trabalhistas, de trânsito e seguros. A falha da CONTRATADA em cumprir com as obrigações estabelecidas neste CONTRATO, não torna a CONTRATANTE responsável por quaisquer pagamentos;

6.1.6. Assumir a responsabilidade, ademais, por danos causados diretamente a CONTRATANTE, decorrente do desempenho dos serviços prestados pelos funcionários da CONTRATADA ou agentes nomeados;

6.1.7. Fornecer todos os esclarecimentos solicitados pela CONTRATANTE, averiguando imediatamente as reclamações;

6.1.8. Arcar com as responsabilidades civis por prejuízos causados por ação ou omissão por empregados contratados, trabalhadores, agentes ou representantes da CONTRATADA, intencionalmente ou não, perante o Comando da Aeronáutica, e terceiros;

6.1.9. Contratar trabalhadores qualificados, com conhecimento essencial dos serviços que serão executados em conformidade com as regras e regulamentos em vigor;

6.1.10. Ser responsável por todas as obrigações trabalhistas, sociais e fiscais, bem como por quaisquer outros direitos e obrigações previstos na legislação específica. A violação de quaisquer destas obrigações, não implica na transferência destas responsabilidades à CONTRATANTE;

6.1.11. Instruir seus funcionários sobre a necessidade de seguirem as orientações fornecidas pela CONTRATANTE, inclusive no que diz respeito às normas e/ou regulamentos estabelecidas pela OM, se for o caso;

6.1.12. Manter ao longo do prazo do CONTRATO, a coerência com as obrigações assumidas e todas as condições de elegibilidade e qualificação exigidas na licitação;

6.1.13. Não transferir a terceiros, de qualquer forma, nem mesmo parcialmente, quaisquer responsabilidades assumidas;

6.1.14. Ser responsável por quaisquer custos resultantes de eventuais erros cometidos no cálculo da quantidade de itens na sua proposta, incluindo-se os custos variáveis

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associados com fatos futuros e incertos, sendo responsável por cobrir os itens que foram inicialmente previstos na sua proposta, mas que não foram suficientes para executar o objeto do presente processo licitatório;

6.1.15.A CONTRATADA será responsável pela prestação de todos os serviços e os mesmos devem ser realizados em conformidade com o CONTRATO e o PROJETO BÁSICO;

6.1.16.Nomear um gestor responsável pela gerenciamento global das atividades / serviços, monitorando o CONTRATO e interagindo com a FISCALIZAÇÃO;

6.1.17.Cumprir todos os prazos previstos no CONTRATO;

6.1.18.Cumprir todas as exigências da CONTRATANTE, especialmente àquelas relacionadas aos prazos, desempenho e conclusão dos serviços contratados, bem como com os requisitos relacionados aos serviços sob prazo especial, prioritários e emergenciais;

6.1.19.Observar o horário comercial das Organizações Militares, de acordo com a sua conveniência ou necessidade de qualquer mudança, comunicando/solicitando as alterações em relação ao horário de trabalho à FISCALIZAÇÃO com pelo menos 24 (vinte e quatro) horas de antecedência;

6.1.20.Ser responsável por quaisquer reclamações e encargos financeiros que possam surgir de quaisquer processos judiciais, ou danos causados direta ou indiretamente pela CONTRATADA, e que possa, eventualmente, ser argumentado contra a CABW, por terceiros;

6.1.21.Usar equipamentos e ferramentas adequados, visando permitir a correta execução dos serviços, e utilizar métodos eficientes e seguros de trabalho;

6.1.22.É proibido a CONTRATADA divulgar a terceiros quaisquer informações sobre a natureza ou a progressão da entrega de material contemplado por este CONTRATO, bem como notificar a imprensa escrita ou oral, incluindo a televisão e / ou qualquer outro meio de divulgação pública, exceto com o consentimento explícito da CONTRATANTE.

6.2. A CONTRATANTE, por meio da assistência do FISCALIZAÇÃO, devidamente designado para tal função, será obrigada a:

6.2.1. Fica ressaltado que a CONTRATANTE está sujeita às obrigações descritas abaixo e conforme o Projeto Básico, Anexo A.

6.2.2. Nomear uma comissão de recebimento (COMREC), por meio de documento interno, para receber qualitativa e quantitativamente o objeto do CONTRATO;

6.2.3. Proporcionar todas as condições que possibilitem a CONTRATADA proceder a execução dos serviços, em conformidade com as disposições previstas no CONTRATO, no Edital e em seus anexos, particularmente, no PROJETO BÁSICO;

6.2.4. Exigir o cumprimento de todas as obrigações assumidas pela CONTRATADA de acordo com as disposições contidas no PROJETO BÁSICO, no CONTRATO e nos termos e condições de sua proposta;

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- 6.2.5.** Efetuar a supervisão de serviços por agentes da Administração oficialmente designados para este fim, que registrarão quaisquer falhas encontradas;
- 6.2.6.** Notificar a CONTRATADA por escrito a ocorrência de quaisquer irregularidades durante a execução dos serviços, e estabelecer um prazo para a sua correção, de acordo com a ICA 12-23;
- 6.2.7.** Pagar a CONTRATADA o montante devido pela prestação de serviços, tal como estabelecido no CONTRATO por meio do recebimento e aceite de uma fatura; e
- 6.2.8.** Certificar-se que, ao longo do prazo do CONTRATO, todas as condições de elegibilidade e qualificações exigidas no processo de licitação serão mantidas, em conformidade com as obrigações assumidas pela CONTRATADA.

7. CLÁUSULA – DISCRIMINAÇÃO DOS SERVIÇOS

- 7.1.** O CONTRATO deve ser realizado pela CONTRATADA conforme as disposições previstas no presente CONTRATO e no PROJETO BÁSICO.

8. CLÁUSULA – SUBCONTRATAÇÃO

- 8.1.** Não será admitida a subcontratação do objeto a ser contratado.

9. CLÁUSULA – PRAZOS

9.1. Prazo de Vigência

9.1.1. O prazo de vigência será de 12 meses, contados a partir da data de assinatura do contrato, renovável por até 60 meses, nos termos do inciso II e § 6º do artigo 57 da Lei 8.666/93.

9.1.2. A vigência poderá ultrapassar o exercício financeiro, desde que as despesas referentes à contratação sejam integralmente empenhadas até 31 de dezembro, para fins de inscrição em restos a pagar, conforme Orientação Normativa AGU nº 39, de 13/12/2011.

9.2. Prazo de Execução

9.2.1. O contrato deverá ter prazo de execução de 12 (doze) meses, a contar da data de assinatura do contrato.

9.3. Prazo de Recebimento

9.3.1. Os serviços poderão ser rejeitados, no todo ou em parte, quando em desacordo com as especificações constantes neste Edital e na proposta, devendo ser corrigidos/refeitos/substituídos no prazo fixado pelo fiscal do contrato, às custas da Contratada, sem prejuízo da aplicação de penalidades.

9.3.2. Os serviços serão recebidos definitivamente no prazo de 15 dias, contados da apresentação da nota fiscal, após a verificação da qualidade e quantidade do serviço executado e materiais empregados, com a consequente aceitação, mediante termo circunstanciado.

9.3.3. Na hipótese da verificação a que se refere o subitem anterior não ser procedida dentro do prazo fixado, reputar-se-á como realizada, consumando-se o recebimento definitivo no dia do esgotamento do prazo.

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9.4. Tempo de Processamento para Pagamento

9.4.1. O prazo de pagamento será de até 30 (trinta) dias corridos contados a partir da data da apresentação do TERMO DE RECEBIMENTO..

10. **CLÁUSULA - LOCAL DE EXECUÇÃO**

10.1. O local de execução dos serviços será na sede da contratada.

11. **CLÁUSULA - ALTERAÇÕES CONTRATUAIS**

11.1. O CONTRATO poderá ser alterado unilateralmente pela CONTRATANTE nas seguintes situações:

11.1.1. Quando houver modificação do projeto ou das especificações, para melhor adequação técnica aos seus objetivos.

11.1.2. Quando necessária a modificação do valor contratual em decorrência de acréscimo ou diminuição quantitativa de seu objeto

11.1.3. A CONTRATADA fica obrigada a aceitar, nas mesmas condições contratuais, os acréscimos ou supressões que se fizerem nos serviços, até 25% (vinte e cinco por cento) do valor inicial atualizado do contrato.

11.1.3.1. Deduções no montante que exceda ao limite de 25% (vinte e cinco por cento) do valor do CONTRATO somente serão feitas quando ambas as partes estiverem de acordo.

11.2. O CONTRATO poderá ser alterado por acordo entre as partes nas seguintes situações:

11.2.1. Quando necessária a modificação do regime de execução da obra ou serviço, bem como do modo de fornecimento, em face de verificação técnica da inaplicabilidade dos termos contratuais originários;

11.2.2. Quando necessária a modificação da forma de pagamento, por imposição de circunstâncias supervenientes, mantido o valor inicial atualizado, vedada a antecipação do pagamento, com relação ao cronograma financeiro fixado, sem a correspondente contraprestação de fornecimento de bens ou execução de obra ou serviço;

11.2.3. Para restabelecer a relação que as partes pactuaram inicialmente entre os encargos do contratado e a retribuição da administração para a justa remuneração do serviço, objetivando a manutenção do equilíbrio econômico-financeiro inicial do contrato, na hipótese de sobrevirem fatos imprevisíveis, ou previsíveis porém de consequências incalculáveis, retardadores ou impeditivos da execução do ajustado, ou, ainda, em caso de força maior, caso fortuito ou fato do príncipe, configurando álea econômica extraordinária e extracontratual.

12. **CLÁUSULA - ALTERAÇÃO SUBJETIVA**

12.1. É admissível a fusão, cisão ou incorporação da CONTRATADA com/em outra pessoa jurídica, desde que sejam observados pela nova pessoa jurídica todos os requisitos de habilitação exigidos neste Edital de Licitação; sejam mantidas as demais cláusulas e condições do Contrato; não haja prejuízo à execução do objeto pactuado e haja anuência expressa da Administração à continuidade do Contrato.

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13. **CLAUSULA - AJUSTE DE PREÇOS**

13.1. Conforme previsto no art. 65 da Lei nº 8.666/1993, admite-se alterações no contrato, dentro das condições estabelecidas, mantendo sempre a justa remuneração do serviço prestado, respeitado o período de doze meses, a contar da assinatura do contrato, para efetivação da majoração dos valores, objetivando a manutenção do equilíbrio econômico-financeiro inicial do contrato, na hipótese de sobrevirem fatos imprevisíveis, ou previsíveis porém de consequências incalculáveis, retardadores ou impeditivos da execução do ajustado, ou, ainda, em caso de força maior, caso fortuito ou fato do príncipe, configurando álea econômica extraordinária e extracontratual.

13.2. O equilíbrio econômico financeiro será baseado em proposição formal da CONTRATADA e somente após o decurso de 12 meses da assinatura do Contrato.

13.3. O equilíbrio físico-financeiro será precedido de solicitação da CONTRATADA, acompanhado de planilha com a demonstração analítica da variação dos componentes dos custos do contrato, na qual deverão constar a composição do preço atual e a do preço da proposta.

13.4. É vedada a inclusão, de benefícios não previstos na proposta inicial, exceto quando se tornarem obrigatórios por força de instrumento legal, sentença normativa, acordo coletivo ou convenção coletiva.

13.5. Quando da solicitação de equilíbrio econômico financeiro, este somente será concedida mediante negociação entre as partes, considerando-se:

13.5.1. A ocorrência de fato imprevisível, ou previsível porém de consequências incalculáveis retardador ou impeditivo da execução do ajustado e a sua adequada caracterização;

13.5.2. A ocorrência de caso de força maior, de caso fortuito, ou fato do príncipe, configurando álea econômica extraordinária ou extracontratual, a sua adequada configuração;

13.5.3. A demonstração do desequilíbrio, mediante requerimento da contratada contendo duas planilhas de composição dos preços: uma da proposta de preços inicial e outra do preço atual;

13.5.4. O exame econômico da planilha mediante a conferência de cálculos aritméticos para a obtenção do novo preço;

13.5.5. A elaboração da memória de cálculo correspondente;

13.5.6. A análise do novo preço reequilibrado em relação aos preços de mercado;

13.5.7. A existência de dotação orçamentária para custear uma eventual alteração do preço

13.6. A decisão sobre o pedido deve ser feita no prazo máximo de sessenta dias, contados a partir da solicitação e da entrega dos comprovantes de variação dos custos.

13.7. No caso de equilíbrio econômico-financeiro, será lavrado termo aditivo ao contrato vigente.

13.8. O prazo referido no parágrafo anterior ficará suspenso enquanto a CONTRATADA não cumprir os atos ou apresentar a documentação solicitada pela contratante para a comprovação do desequilíbrio.

13.9. A CONTRATANTE poderá realizar diligências para conferir o desequilíbrio alegado pela CONTRATADA.

13.10. A apresentação da proposta de equilíbrio econômico-financeiro pela CONTRATADA não obriga a aceitação pela CONTRATANTE.

13.11. Caso a CONTRATADA não apresente outros índices devidamente justificados, o valor máximo do equilíbrio econômico-financeiro será o corresponderá à variação do CPI (*Customer*

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Price Index, issued by the Bureau of Labor Statistics – BLS – Relativo ao Ministério do Trabalho Norte-Americano).

14. CLÁUSULA – PAGAMENTO

14.1. O prazo de pagamento será de até 30 (trinta) dias corridos contados a partir da data da apresentação do TERMO DE RECEBIMENTO, acompanhado da Nota Fiscal.

14.2. A fatura será emitida pela CONTRATADA de acordo com os seguintes procedimentos:

14.2.1. A "aprovação" da Nota Fiscal está condicionada ao cumprimento dos serviços descritos na fatura apresentada pela CONTRATADA; e

14.2.2. Em caso de falha na apresentação dos documentos necessários, ou de uma situação que impeça que a fatura seja paga, o pagamento permanecerá suspenso até que a CONTRATADA tome as medidas cabíveis para resolver todas as questões pendentes. Neste caso, o prazo para pagamento contará depois que as pendências forem solucionadas pela CONTRATADA, sem quaisquer custos para a CONTRATANTE.

14.3. A data do pagamento será quando a transferência bancária for processada pelo banco da CONTRATANTE. A CONTRATANTE não será responsável por quaisquer taxas cobradas pela instituição financeira da CONTRATADA.

14.4. A CONTRATANTE não será responsável por quaisquer despesas que possam ser feitas pela CONTRATADA que não foram acordadas no CONTRATO.

14.5. Caso a CONTRATADA deseje receber o pagamento em outra moeda ao invés de Dólares Americanos, esta arcará com quaisquer custos de taxa de câmbio e de outras taxas bancárias porventura existentes.

14.5.1. O pagamento feito em moeda brasileira será efetuado à taxa de câmbio vigente no dia útil imediatamente anterior à data do efetivo pagamento.

15. CLÁUSULA – FISCALIZAÇÃO

15.1. A FISCALIZAÇÃO deverá ser realizada por agentes da Administração, especificamente designada pela Administração, de acordo com os preceitos estabelecidos pela Lei nº 8.666 / 1993, ICA nº 65-8 / 2009, e ICA nº 12-23 / 2014, de modo a acompanhar e fiscalizar o cumprimento do CONTRATO a ser executado.

15.2. A FISCALIZAÇÃO deverá ser realizada conforme o que preconiza este edital e o item 13 do Projeto Básico, Anexo A.

16. CLÁUSULA – RECEBIMENTO DO OBJETO

16.1. Os serviços que são objeto deste Contrato devem ser recebidos pela COMREC em conformidade com as especificações estabelecidas no PROJETO BÁSICO, Anexo A.

16.1.1. Todas as propostas, perguntas, discrepâncias e dificuldades encontradas durante a execução do CONTRATO ou que necessitem de uma avaliação devem ser apresentadas à FISCALIZAÇÃO, para apreciação do Chefe da CABW.

17. CLÁUSULA – CASOS FORTUITOS E FORÇA MAIOR

17.1. Eventos imprevisíveis ou de força maior devem ser comunicados por escrito ao Chefe da CABW, por meio da FISCALIZAÇÃO, de modo que ele possa decidir o curso de ação apropriado, desde que tenha sido comprovado que tais eventos afetem os serviços/materiais fornecidos em consonância com o objeto do presente CONTRATO.

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17.2. Para os fins a que se destinam o presente CONTRATO, os eventos serão considerados imprevisíveis ou de força maior, caso se encaixem na descrição legal prevista no parágrafo único do art. 393 do Código Civil Brasileiro, ou nos termos do inciso II, §1º, art. 57 da Lei nº 8.666/93.

18. CLÁUSULA – PENALIDADES E SANÇÕES ADMINISTRATIVAS

18.1. Para a aplicação de sanções administrativas devem ser considerados: a gravidade da falta; a reincidência; o dano causado ao Interesse Público; e, o prejuízo causado à Administração.

18.2. Falha em cumprir o CONTRATO como um todo ou em parte ou qualquer violação das obrigações constantes no CONTRATO, sujeitará a CONTRATADA, sem prejuízo de outras penalidades civis e criminais, a todos e quaisquer danos e recursos disponíveis à contratação pela CONTRATANTE, nos termos do CONTRATO ou da lei aplicável, assegurando o devido processo legal, às seguintes penalidades:

18.2.1. Advertência é a sanção administrativa aplicada quando a CONTRATADA infringir, pela primeira vez, obrigações afetas ao atraso nos prazos contratuais ou apresentação de nota fiscal com incorreção, ou ainda, pelo não cumprimento de orientações da fiscalização no prazo de até 48 (quarenta e oito) horas contados da notificação por parte da FISCALIZAÇÃO. Para aplicação de Advertência deve ser instruído um PAAI.

18.2.2. A Advertência não deverá ser proposta para casos de reincidência na mesma espécie de descumprimento de obrigação contratual.

18.2.3. As multas a que se referem o inciso II, do art. 87 (multa por inexecução total ou parcial do contrato), da Lei nº 8.666/93, poderão ser definidas e aplicadas:

18.2.3.1. Por inexecução total ou parcial do objeto contratado:

18.2.3.1.1. Poderá ser aplicada multa por inexecução parcial do ajuste no valor de 0,2% (dois décimos por cento) do valor do CONTRATO, caso a CONTRATADA descumpra qualquer condição ajustada no CONTRATO; e

18.2.3.1.2. Quando a CONTRATADA der causa à rescisão, será aplicada a multa por inexecução total do ajuste de 10% (dez por cento) do valor atualizado do CONTRATO, sem prejuízo da multa de mora ou das demais sanções de que trata o art. 87 da Lei nº 8.666/93.

18.3. Facultada a defesa prévia do interessado, no prazo de 5 (cinco) dias úteis, a multa por inexecução total ou parcial do CONTRATO poderá ser aplicada, juntamente com as demais sanções administrativas previstas nos incisos I, III e IV, do art. 87, da Lei nº 8.666/93.

18.4. A CABW deverá informar à CONTRATADA o valor a ser recolhido, exauridos todos os recursos administrativos e o direito de ampla defesa, devendo a CONTRATANTE descontar o valor das parcelas vincendas.

18.4.1. Caso não seja satisfeito o pagamento na forma dos itens anteriores, será promovido o desconto da multa devida, executando-se a garantia do CONTRATO.

18.5. Após as ações previstas nos itens anteriores, caso persista a negativa de pagamento da multa, o Ordenador de Despesas (titular ou delegado) da CABW, quando cabível, remeterá o

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Processo à Procuradoria-Geral da Fazenda Nacional (PGFN), para análise e inscrição da empresa sancionada na Dívida Ativa da União (DAU) e/ou viabilizar a execução judicial, em função do valor envolvido.

18.6. A aplicação de multa não exime a CONTRATADA da reparação dos eventuais danos, perdas e prejuízos que seu ato punível venha acarretar à Administração, tampouco exclui a possibilidade da imposição de outras penalidades administrativas.

18.7. Da aplicação das multas previstas nos itens anteriores, caberá recurso no prazo de 5 (cinco) dias úteis.

18.8. A suspensão temporária de participação em licitação e o impedimento de contratar com a Administração, serão aplicados, no âmbito do COMAER, com a seguinte gradação:

18.8.1. Por até 30 (trinta) dias:

18.8.1.1. No descumprimento do prazo fixado para adoção de medidas corretivas, quando da aplicação da sanção de advertência; e

18.8.1.2. Na perturbação de qualquer ato da sessão pública da licitação.

18.8.2. Por até 3 (três) meses:

18.8.2.1. Na desistência de proposta, sem que haja justo motivo decorrente de fato superveniente;

18.8.2.2. Na arguição da inexecutabilidade dos próprios preços ofertados;

18.8.2.3. Na interposição de recurso manifestamente protelatório.

18.8.3. Por até 6 (seis) meses:

18.8.3.1. Na recusa do licitante vencedor, convocado dentro do prazo de validade de sua proposta, a assinar ou aceitar o contrato, ou retirar o instrumento equivalente;

18.8.3.2. Na falta de apresentação de garantia contratual, nos termos do edital da licitação;

18.8.3.3. Na reincidência da prática de ilícito sancionável na forma das Alíneas 18.8.1 e 22.8.2 deste item, em prazo inferior a 24 (vinte e quatro) meses;

18.8.3.4. Na aplicação da segunda sanção administrativa de multa nesta contratação;

18.8.3.5. Na aplicação de duas sanções administrativas de advertência e uma de multa, no âmbito do COMAER, no prazo de 12 (doze) meses, sem que o fornecedor tenha adotado as medidas corretivas no prazo determinado pela Administração; e

18.8.3.6. Na aplicação de duas sanções administrativas de multa no âmbito do COMAER, no prazo de 12 (doze) meses, sem que o fornecedor tenha adotado as medidas corretivas no prazo determinado pela Administração;

18.8.4. Por até 12 (doze) meses:

18.8.4.1. Quando a CONTRATADA retardar imotivadamente a execução do serviço, que implique em rescisão contratual;

18.8.4.2. Quando a CONTRATADA não quitar/saldar a multa no prazo estabelecido, nas situações em que não for possível descontar o seu valor da garantia ou dos créditos decorrentes de parcelas executadas; e

18.8.4.3. Na reincidência de prática de inadimplemento sancionável na forma da alínea "18.8.3", em prazo inferior a 36 (trinta e seis) meses;

18.8.5. Por até 24 (vinte e quatro) meses:

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- 18.8.5.1.** Na prática de ato ilícito, visando frustrar os objetivos da licitação, tais como: a formação de conluio ou de cartel;
- 18.8.5.2.** Na apresentação de documentos “fraudulentos”, “adulterados”, “falsos” ou “falsificados”;
- 18.8.5.3.** Na emissão de “declaração falsa”;
- 18.8.5.4.** Na condenação definitiva pela prática dolosa de fraude fiscal no recolhimento de tributos relacionados ao contrato;
- 18.8.5.5.** Na paralisação do serviço sem justo motivo e sem prévia comunicação à Administração;
- 18.8.5.6.** Na entrega de material “falsificado” ou “adulterado”, utilizando-se de artimanhas para ludibriar a Administração;
- 18.8.5.7.** Na inexecução contratual da qual resultem graves prejuízos à Administração;
- e
- 18.8.5.8.** Na reincidência da prática de inadimplemento sancionável na forma da alínea “18.8.4”, em prazo inferior a 48 (quarenta e oito) meses.

18.9. Para efeito do disposto neste Edital, no que concerne à aplicação da sanção administrativa de suspensão temporária de participação em licitação e impedimento de contratar com a Administração, o termo “Administração” refere-se ao COMAER.

18.10. Entende-se por falhar na execução do CONTRATO não concluir a prestação do serviço de acordo com as especificações técnicas contidas neste Edital.

18.11. Entende-se por comportamento inidôneo, a conduta intencional de tentar enganar ou corromper a Administração, ou qualquer de seus agentes, para obter vantagem indevida.

18.12. O PAAI de aplicação da Declaração de Inidoneidade será encaminhado ao Ministro de Estado da Defesa, via cadeia de comando e após parecer da COJAER, em face da competência exclusiva de aplicação da sanção pelo Ministro de Estado. A aplicação desta sanção ocorrerá quando do enquadramento em qualquer das situações abaixo:

18.12.1. Tenha a empresa ou profissional sofrido condenação definitiva pela prática, por meios dolosos, de fraude fiscal no recolhimento de quaisquer tributos;

18.12.2. Tenha a empresa ou profissional praticado ato ilícito visando a frustrar os objetivos da licitação;

18.12.3. A Administração venha a constatar que a empresa ou profissional não possua idoneidade para contratar em virtude de atos ilícitos praticados; ou

18.12.4. Constatação, pelo Tribunal de Contas da União, da ocorrência de fraude comprovada à licitação.

18.13. Os critérios para a Declaração de Inidoneidade, a qual não poderá exceder 5 (cinco) anos nos termos da legislação vigente, serão remetidos à COJAER, para posterior remessa ao Ministro de Estado da Defesa. A reabilitação para esta sanção pode ser requerida pelo interessado após decorridos 2 (dois) anos de sua aplicação.

18.14. No ato de Declaração de Inidoneidade será sugerido a aplicação da sanção que deverá indicar no respectivo PAAI, para fim de reabilitação do fornecedor, o valor a ser ressarcido, com os acréscimos legais devidos e as eventuais obrigações.

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19. CLÁUSULA – VINCULAÇÃO

19.1. Este CONTRATO fica condicionado ao Edital nº _____/CABW/2018, e à Proposta de Preço da CONTRATADA, apresentada pela empresa [NOME DA EMPRESA] para a CABW.

20. CLÁUSULA – RESCISÃO

20.1. De acordo como disposto no Art. 78 da Lei nº 8.666/93, as seguintes situações se constituem em motivos suficientes para cancelar o presente CONTRATO:

20.1.1. O não cumprimento de cláusulas contratuais, especificações, projetos e prazos;

20.1.2. Cumprimento irregular de cláusulas contratuais, especificações, projetos e prazos;

20.1.3. A lentidão do seu cumprimento, levando a CONTRATANTE a comprovar a impossibilidade da conclusão dos serviços nos prazos estipulados;

20.1.4. Atraso injustificado no início dos serviços;

20.1.5. A paralisação do serviço, sem justa causa e prévia comunicação à Administração;

20.1.6. A subcontratação total ou parcial do seu objeto, a associação da CONTRATADA com outrem, a cessão ou transferência, total ou parcial, bem como a fusão, cisão ou incorporação, não admitidas no Edital de Licitação e neste CONTRATO;

20.1.7. O não atendimento das determinações regulares da autoridade designada para acompanhar e fiscalizar a sua execução, assim como as de seus superiores;

20.1.8. O cometimento reiterado de faltas na sua execução, anotadas na forma do §1º do art. 67 da Lei 8.666/93;

20.1.9. Decretação de falência ou a instauração de insolvência civil;

20.1.10. Dissolução da sociedade ou o falecimento do contratado;

20.1.11. Alteração social ou a modificação da finalidade ou da estrutura da CONTRATADA, que prejudique a execução do CONTRATO;

20.1.12. Razões de interesse público, de alta relevância e amplo conhecimento, justificadas e determinadas pela máxima autoridade da esfera administrativa a que está subordinada a CONTRATADA, exaradas no processo administrativo do respectivo CONTRATO;

20.1.13. A suspensão dos serviços, por ordem escrita da CONTRATANTE, por prazo superior a 120 (cento e vinte) dias, salvo em caso de calamidade pública, grave perturbação interna ou guerra, ou ainda por repetidas suspensões que totalizem o mesmo prazo. Além do pagamento obrigatório de indenização à CONTRATADA, esta também tem o direito nestes casos de suspender o cumprimento de suas obrigações até que a normalidade seja alcançada;

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20.1.14. O atraso superior a 90 (noventa) dias úteis dos pagamentos devidos pela CONTRATANTE decorrentes dos serviços, fornecimento e obras já recebidos ou executados, salvo em caso de calamidade pública, grave perturbação da ordem interna ou guerra. A CONTRATADA terá o direito de suspender o cumprimento das suas obrigações até que a normalidade seja alcançada;

20.1.15. Falha da CONTRATANTE em disponibilizar as instalações ou o objeto para a realização de serviços dentro dos prazos estabelecidos;

20.1.16. Casos fortuitos ou de força maior que impeçam a execução do CONTRATO, que deve ser devidamente demonstrado; e

20.1.17. Descumprimento do disposto no inciso V, art. 27 da Lei nº 8.666/ 93, sem prejuízo das sanções penais cabíveis.

20.2. A rescisão será formalmente registrada sob a lei, com os direitos ao devido processo legal e ampla defesa assegurados.

20.3. A rescisão deste CONTRATO poderá ser:

20.3.1. Decidida unilateralmente e por escrito pela CONTRATANTE nos casos listados nos itens 20.1.1 a 20.1.12 e 20.1.16 desta cláusula;

20.3.2. A rescisão do CONTRATO também ocorrerá na suspensão pela Administração de serviços resultando em ajustes do montante inicial do CONTRATO até o limite de 25% (vinte e cinco por cento), sem responsabilidade da CONTRATADA;

20.3.3. Amigável, por acordo entre as partes, reduzida a termo aditivo ao CONTRATO, desde que conveniente para a CONTRATANTE; e

20.3.4. Judicialmente, nos termos da legislação aplicável.

20.4. A CONTRATADA será restituída das perdas incorridas, desde que possa demonstrá-las, a respeito da rescisão do CONTRATO com base nos itens 20.1.12, 20.1.13, 20.1.14, 20.1.15 e 24.1.16 de acordo com esta cláusula, tendo o direito à:

20.4.1. Devolução da garantia financeira;

20.4.2. Pagamentos devidos pela execução do CONTRATO até a data da rescisão; e

20.4.3. Pagamento do custo da desmobilização.

20.5. A rescisão administrativa ou amigável deve ser precedida de autorização por escrito e bem fundamentada pela autoridade competente.

20.6. A rescisão do CONTRATO por descumprimento de cláusulas contratuais, deverá fazer com que a garantia financeira a ser executada compense a CONTRATANTE no tocante às multas previstas na Cláusula 18 e as indenizações devidas. Quaisquer créditos decorrentes do CONTRATO serão retidos até ao limite das perdas causadas à CONTRATANTE, além das sanções previstas neste CONTRATO.

20.7. O Termo de Rescisão deve incluir:

20.7.1. Avaliação dos serviços contratuais prestados e aqueles que foram totalmente concluídos;

20.7.2. Lista de pagamentos efetuados e pagamentos devidos; e

20.7.3. Indenizações e multas.

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21. **CLÁUSULA – FORO**

21.1. As eventuais divergências oriundas ou relacionadas com o presente contrato, incluindo as questões sobre sua existência, validade ou rescisão deverão ser dirimidas pelo foro do Distrito de Columbia.

21.2. As partes acordam em fazer uma tentativa diligente, de boa fé para resolver amigavelmente todas as disputas antes que qualquer uma das partes inicie litígios nos termos da presente Cláusula 20 deste CONTRATO.

22. **CLÁUSULA – NOTIFICAÇÕES E CORRESPONDÊNCIAS**

22.1. Toda as correspondências, relatórios e notificações decorrentes da execução do presente CONTRATO devem ser feitas por escrito e só serão consideradas recebidas pela CONTRATANTE e CONTRATADA, devendo ser entregues nos endereços indicados abaixo, por uma parte à outra parte ou de quaisquer outros endereços que possam se comunicar, durante a vigência do presente CONTRATO.

PARTE CONTRATANTE:

A UNIÃO FEDERAL, POR MEIO DA COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON – CABW

Attn: Divisão de Licitações e Contratos

1701 22nd Street NW, Washington, D.C. 20008 - USA

Phone: 202/518-7359

Fax: 202/483-4684

E-mail: con@cabw.org

PARTE CONTRATADA:

Nome da CONTRATADA

Attn: Sr. /Sra. Nome do Representante Legal

ENDEREÇO:

Fone:

Fax

E-mail:

23. **CLÁUSULA - SUSTENTABILIDADE**

23.1. Qualquer instalação, equipamento ou processo, situado em local fixo, que libere ou emita matéria para a atmosfera, por emissão pontual ou fugitiva, utilizado na execução contratual, deverá respeitar os limites máximos de emissão de poluentes admitidos na Resolução CONAMA nº 382, de 26/12/2006, e legislação correlata, de acordo com o poluente e o tipo de fonte, se estiver localizada no Brasil, ou legislação correlata, se estiver localizada no exterior.

23.2. Na execução contratual, conforme o caso, a emissão de ruídos não poderá ultrapassar os níveis considerados aceitáveis pela Norma NBR-10.151 – Avaliação do Ruído em Áreas

-----MINUTA-----

NOME/Posto
FISCAL DO CONTRATO

NOME/Posto
Agente de Controle Interno



Habitadas visando o conforto da comunidade, da Associação Brasileira de Normas Técnicas - ABNT, ou aqueles estabelecidos na NBR-10.152 – Níveis de Ruído para conforto acústico, da Associação Brasileira de Normas Técnicas – ABNT, nos termos da Resolução CONAMA nº 01, de 08/03/1990, ou legislação correlata, se estiver localizada no exterior

23.3. Nos termos do artigo 4º, § 3º, da Instrução Normativa SLTI/MPOG nº 1, de 19/01/2010, ou norma pertinente à respectiva localidade de operação/manutenção da aeronave, deverão ser utilizados, na execução contratual, agregados reciclados, sempre que existir a oferta de tais materiais, capacidade de suprimento e custo inferior em relação aos agregados naturais, inserindo-se na planilha de formação de preços os custos correspondentes

24. CLÁUSULA – VALOR DO CONTRATO

25. O montante máximo total do contrato é de US\$ [VALOR] (**VALOR**), sendo empenhado inicialmente o valor de US\$ [VALOR] (**VALOR**), por meio da **Nota de Empenho** nº [NÚMERO], sendo os restantes US\$ [VALOR] (**VALOR**), o complemento da Nota de Empenho acima referida.

26. CLÁUSULA – CUSTEIO

26.1. As despesas decorrentes da contratação deverão ser custeadas de acordo com a seguinte classificação orçamentária: Programa 2058 – Defesa Nacional; Ação 20XA – Prestamento da Aeronáutica; ND 339039 (serviços) ou outra similar.

26.2. A informação constante neste item é uma exigência do Governo Brasileiro, tendo apenas finalidade informativa.

27. CLÁUSULA – NÚMERO DE CÓPIAS

27.1. Fica acordado que este CONTRATO será emitido em duas (2) vias, com igual teor e forma, como se segue:

27.1.1.(Uma) original para a CONTRATANTE; e

27.1.2.(Uma) original para a CONTRATADA.

27.2. Em testemunho do que, as partes assinam este Contrato em 2 (duas) vias de igual teor, na presença das testemunhas subscritas abaixo.

Washington DC, [DATA] de [MÊS] de [ANO].

Para a CONTRATANTE:

 MINUTA/DRAFT

Chefe da CABW

Para a CONTRATADA:

 NAME

-----MINUTA-----

NOME/Posto
 FISCAL DO CONTRATO

NOME/Posto
 Agente de Controle Interno



TESTEMUNHAS DA CONTRATANTE:

MINUTA/DRAFT

AGENTE DE CONTROLE INTERNO

MINUTA/DRAFT

FISCAL DO CONTRATO

TESTEMUNHA DA CONTRATADA:

NOME:ID nº

-----MINUTA-----

NOME/Posto
FISCAL DO CONTRATO

NOME/Posto
Agente de Controle Interno



ANEXO A
PROJETO BÁSICO

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-----**MINUTA**-----

NOME/Posto
FISCAL DO CONTRATO

NOME/Posto
Agente de Controle Interno



ANEXO B
PROPOSTA DE PREÇO

-----MINUTA-----

NOME/Posto
FISCAL DO CONTRATO

NOME/Posto
Agente de Controle Interno



ANEXO C
CRONOGRAMA FÍSICO FINANCEIRO

-----**MINUTA**-----

NOME/Posto
FISCAL DO CONTRATO

NOME/Posto
Agente de Controle Interno



Price Proposal – Annex II

MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

PAGE 1 of 2

Part 1 Representative Identification

Representative Name

Last Name

Given Name

Middle Name

| | | |
|--|--|--|
| | | |
|--|--|--|

Identification Number

E-mail Address

| | |
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Phone Number

Fax Number

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Company's Name

| |
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The above identified company through its accredited representative makes a proposal of **GLOBAL PRICE** for 268 flight simulator training hours, without instructor (DRY), and Simulator Operators Training (IOS) for 4 instructors, with availability exclusively to the GABAER pilots, in the **VC-2 (EMB-190)** aircraft, aiming to fulfill the COMAER needs, in accordance with terms, quantities, and other applicable requirements established in the **BASIC PROJECT**, Annex I of Invitation for Bid **186038/CABW/2018**.

Part 2 Statements

Initial of the representative

- | | | |
|----|---|-----------------|
| 1- | The amount presented as an ESTIMATED AMOUNT does not indicate any future commitment by BACW and was obtained from estimated values. The service quoted shall include all costs arising from the performance of the services, whether direct or indirect, including but not limited to what is described below: all inputs such as fees and/or taxes of invoice, social contributions, duties and taxes, insurance, administrative fees, permits, and all other fees necessary for full compliance with the object of the INVITATION, in accordance with the Basic Project | (place initial) |
| 2- | We hereby acknowledge the content of INVITATION TO BID and its Annexes, fully and irrevocably accepting its terms and requirements, as well as all relevant legislation. This price proposal shall be valid for 60 (sixty) days starting on the date on which proposals are opened, after which time it shall be subject to confirmation by our Company. | (place initial) |
| 3- | The company declares that it will meet all of the requirements listed in the Bid Announcement and Basic Project, Annex I of the Invitation to Bid 186038/CABW/2018 . | (place initial) |

Part 3 Bank Information

Bank Name:

| |
|--|
| |
|--|

Branch:

Checking Account:

| | |
|--|--|
| | |
|--|--|

Other:

| |
|--|
| |
|--|

Handwritten signature/initials



Price Proposal – Annex II

MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

PAGE 2 of 2

Part 4 Price Proposal

| AIRPLANE | MAXIMUM AMOUNT OF HOURS | UNIT PRICE | TOTAL PRICE |
|--|-------------------------|------------|-------------|
| EMB-190 / VC-2 FFS EMB-190 LEVEL D HEADUP DISPLAY (HGS COMBINER) | 268 | US\$ | US\$ |
| IOS | MAXIMUM AMOUNT | UNIT PRICE | TOTAL PRICE |
| Simulator Operators Training (IOS)* | 4 | US\$ | US\$ |
| GLOBAL PRICE** | | | US\$ |

**The GLOBAL PRICE must be achieved by adding the total price for the instruction of 4 people on SIMULATOR OPERATORS TRAINING and the TOTAL PRICE of the FLIGHT SIMULATOR training for 268 hours.

* The Bidder may offer cost zero for Simulator Operators Training (IOS)

Part 5 Authentication

Representative printed name

Representative signature

Date of signing