

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



INVITATION FOR BID 191948/CABW/2019


PAG CABW 67102.191948/2019-14



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


NAZARENO CORREIA PEREGRINO, Lt. Col.
BACW's Chief of Internal Control



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

INVITATION FOR BID 191948/CABW/2019
 PAG CABW 67102.191948/2019-14


Approved on: April 29, 2019


 LEONARDO GUEDES Col
 BACW'S Chief

Legal Basis. The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington (“BACW”), makes it public, to whom it may concern, that on the date, time and place indicated below, BACW will carry out a Bidding Process on the basis of indirect execution, of leasing with the supply of material and labor, as per the UNIT PRICE regime, in accordance with this Invitation for Bid and its Annexes. The Bidding Process shall follow the principles of the Brazilian Federal Law 8,666/93 (Brazil), and its related legislation, in addition to the recommendations contained in item 7.1.2. of the MCA 176-1, version from December 6, 2017 and the other requirements provided in this Invitation For Bid and its Annexes. Furthermore, proposals submitted to BACW shall be interpreted, evaluated and judged according to the principles of the Articles 3 and 123 of Brazilian Federal Law 8,666/93, regarding legality, impartiality, morality, equality and transparency.

Date of Delivery and Opening of Envelopes:		June 3, 2019	
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:	June 3, 2019		
Hours:	09:00 a.m. (U.S. Eastern Standard Time)		


 RENATO ALVES DE OLIVEIRA, Lt Col
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 NAZARENO CORREIA PEREGRINO Lt. Col.
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1. DEFINITIONS

1.1. With the intent of facilitation comprehension of terminology and simplifying text composition, the following abbreviations and phrases are provided herein, as well as the definition provided on item 1.3. of the Basic Project 02/DIRMAB/2019, it shall be used with their respective explanation, the list provided herein:

- 1.1.1. ANAC: The Brazilian Government's National Civil Aviation Agency;
- 1.1.2. BER: Beyond Economic Repair or item whose repair is economically inviable.
- 1.1.3. BACW: Brazilian Aeronautical Commission in Washington – DC;
- 1.1.4. CELOG: Aeronautical Logistics Center;
- 1.1.5. COMAER: Aeronautical Command;
- 1.1.6. COMREC: Contract monitoring and execution commission, made up of at least three representatives who, through the contracting managing unit which represents the Aeronautical Command before the CONTRACTED PARTY, are tasked with receiving the object, whether it is a good or service, in accordance with the provisions of ICA 65-8/2009 and ICA 12-23/2017;
- 1.1.7. CONTRACTED PARTY: Winning bidder, after bidding process ratification and award of bid object;
- 1.1.8. CONTRACTING PARTY: The Federal Union, Aeronautical Command, represented, by the Aeronautical Logistics Center (CELOG), military organization, subject to the General Support Command ('*Comando-Geral de Apoio*');
- 1.1.9. CONTRACT: The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other administrative entity (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 the document, references are made to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;
- 1.1.10. CREA: Regional Engineering Council - Council responsible for checking and inspecting the exercise of the engineering profession and the activities related to it;
- 1.1.11. DIRMAB: Directorate of Aeronautical and Warfare Material;
- 1.1.12. DOU: [Brazilian] Official Gazette;
- 1.1.13. EASA: European Aviation Safety Agency;
- 1.1.14. FAA: Federal Aviation Agency;
- 1.1.15. FAB: Brazilian Air Force;
- 1.1.16. MONITOR: Administration agent especially appointed as its representative to monitor and inspect contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to his/her duties in the situations in which his/her technical knowledge is not sufficient to perform them;
- 1.1.17. 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



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purpose of identifying deviations and taking corrective measures, or when outside of its sphere of competence, forwarding them to a higher-ranking authority;

1.1.18. 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, documents, correspondence and information disclosed orally or visually, regardless of the means through which it is conveyed;

1.1.19. ICA: Aeronautical Command Directive;

1.1.20. INCOTERMS 2010: Set of international rules for the interpretation of the commercial terms most broadly used in international trade, defining the limits of responsibility between buyer and seller;

1.1.21. INVOICE or COMMERCIAL INVOICE: Document equivalent to a bill of sale or trade bill which, in foreign countries, is supplied along with the material purchase or service provided, showing material specifications or service 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 concerning export;

1.1.22. Brazilian Federal Law 8,666: Brazilian Federal Law dated June 21, 1993, governing Art. 37, Line XXI, of the Federal Constitution [of Brazil]; it establishes rules for the Public Administration's bids and contracts, and provides other guidelines, as well as, it establishes general rules or norms on administrative contracts and bids relating to projects, services, including disclosure, purchases, divestments and rentals within the scope of the Powers of the Union, its States, Federal District and Municipalities;

1.1.23. BIDDER: Company submitting a proposal in the Bidding Process;


1.1.24. 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;

1.1.25. PURCHASE ORDER (PO): It is a foreign Purchase Order, equivalent to a funds allocation bill. It serves as a guarantee that there is sufficient credit to liquidate the commitment undertaken; it is the first step of a public budget expenditure;

1.1.26. CONTRACT CLOSING STATEMENT: Document issued by the monitor upon closing the contract, further to the completion of its full or partial execution;

1.1.27. FINAL ACCEPTANCE 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; and

1.1.28. TEMPORARY ACCEPTANCE 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



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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. The object of this Bidding Process is the performance of a LEASE, with LOGISTICAL SUPPORT based on monthly payment for flight hours (Power By The Hour – PBH), of 01 (one) Aircraft BOEING 767-300ER and its equipment, ensuring dispatch equal to or greater than 92% (ninety-two percent), and an average operational availability equal or superior to 90% (ninety percent), duly recorded in the SILOMS, in accordance with the technical specifications and quantities described on the Basic Project 02/DIRMAB/2019, Annex I of this Invitation For Bid

2.2. For operational reasons and contract execution, the object of this Invitation For Bid shall be divided into modules, as per the service specifications described on item 4 of the Basic Project Plan.

2.3. MODULE 1 – LEASE

2.3.1. AIRCRAFT DELIVERY TO THE CONTRACTING PARTY

2.3.2. AIRCRAFT OPERATION

2.3.3. AIRCRAFT RETURN TO THE CONTRACTED PARTY

2.3.4. AIRCRAFT REQUIREMENTS

2.4. MODULE 2 – INTEGRATED LOGISTIC SUPPORT

2.4.1. MATERIAL SUPPORT

2.4.2. MAINTENANCE SERVICES

2.4.3. MAINTENANCE PLANNING AND CONTROL

2.4.4. ENGINEERING SUPPORT

2.4.5. ENGINE SUPPORT SERVICES

2.4.6. PROVISION OF GROUND SUPPORT EQUIPMENT AND MAINTENANCE

2.4.7. NAVIGATION PUBLICATIONS AND SHEETS

2.4.8. TECHNICAL REPRESENTATIVE

2.5. MODULE 3 – ADDITIONAL SERVICES

2.5.1. ENGINEERING SERVICES

2.5.2. MAINTENANCE SERVICES

2.5.3. MISCELLANEOUS SERVICES


2.6. For all intents and purposes, this Invitation for Bid includes the following annexes:

ANNEX I - BASIC PROJECT PLAN 02/DIRMAB/2019 (Original version in Portuguese, with Certified Translation into English);

ANNEX II - ACCREDITATION FORM;

ANNEX III - CONTRACT DRAFT;

2.7. The services in this Invitation For Bid shall be performed in the form of indirect execution, through the **unit price** regime, due to the demands of the different modules that may occur in different amounts and moments, according to the Annex I – Basic Project Plan.



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3. PARTICIPATION REQUIREMENTS

3.1. Interested bidders, registered with BACW or not, that are related to the object of this bidding process may participate in this Bidding Process, pursuant to the provisions of the respective acts that established the bidding.

3.2. Companies in a joint venture may participate in this Bidding Process, provided they fit the description provided in Item 4 of this Invitation for Bid.

3.3. Companies that are under the following conditions may not participate in the bidding:

3.3.1. Bankruptcy, legal restructuring, or extrajudicial reorganization;

3.3.2. Dissolution or liquidated;

3.3.3. Suspended from participating in bidding processes with the Brazilian Government or have a note of failure on the execution of a contract in the BACW records in the last 3 (three) months;

3.3.4. Barred from participating in bidding processes and from entering into a contract agreement with the Brazilian Federal Government;

3.3.5. That are declared not to be in good standing to enter into an agreement with the Public Administration (Brazil).

4. PARTICIPATION OF COMPANIES FORMING A CONSORTIUM

4.1. For companies forming a Joint Venture - Consortium, participation is subject, in addition to the requirements contained herein, to the fulfillment of the conditions set forth in Art. 33 of Law 8,666/93 as well as of the following requirements:

4.1.1. There will be no limit on the maximum number of participants, for the formation of the consortium;

4.1.2. Submission by each company in the consortium, of the qualification documents required per item 5 of this Invitation for Bid, except when the Invitation for Bid expressly allows the submission of the above document by merely 1 (one) of the consortium members;

4.1.3. Inclusion, in Envelope 1, which features the Bidder's qualification documentation, of the relevant letter of commitment to the formation of a consortium, public or private deed of undertaking undersigned by its partners, through their legal representatives invested with the power to do so, with their signatures duly notarized, providing a clear description of each partner's participation in the consortium;

4.1.4. Clear indication, in the by-laws of the above consortium, of the company responsible for the consortium before the granting authority, i.e. the consortium's leading company, where such leadership must necessarily fall upon a Brazilian company, if there are both Brazilian and foreign company within the same consortium, in accordance with Article 33, Paragraph 1 of Law 8,666/93;

4.1.5. Indication of each partner's participation percentage, in full compliance with Art. 33 of Law 8,666/93;

4.1.6. Companies (including their partners, controlled companies, controlling companies, or other company under shared controlled), are prohibited from participating in more than one investment fund (including its manager), in more than one consortium, as well as any other



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corporate configuration resulting in the submission of more than one proposal by the same company or investment fund.

4.2. Companies forming the consortium shall be jointly responsible, before public authority, for the actions performed as part of the consortium, or in connection with the commitment to its formation, both at the bidding stage and in the performance of the contract, in case the consortium should be awarded the Bidding Process.

4.3. Before the contract signature, the winning bidder should promote the consortium's incorporation and registration with the relevant Board of Trade, as set forth in this Invitation for Bid, considering that participation levels must remain identical to those stated in the consortium by-laws, as regards its funds.

4.4. The inclusion, replacement or withdrawal of other partners forming the consortium will not be accepted until contract signature.

4.5. The disqualification or failed accreditation of any consortium partner shall automatically cause the disqualification or failed accreditation of the consortium from this Invitation For Bid.

4.6. Requirements concerning proof of technical qualification and technical-professional qualification must be addressed by the consortium, in the manner described in item 7.5 of the Invitation for Bid.

4.7. If an administrative sanction is applied, in connection with the obligations undertaken due to bid participation, the consortium partners' shared responsibility shall cease:

4.7.1. If the consortium is the winning bidder, after contract signature.

4.7.2. If the consortium is not the winning bidder, within 30 (thirty) days of contract signature.

4.8. Changes to the consortium's by-laws or structure, if it is the winning bidder, during contract execution, to preserve exceptional situations in which public interest warrants such changes, shall be subject to cumulative proof of the following requirements:

4.8.1. Evidence of the new facts from the consortium, which occurred after contract Signature, justifying the change;

4.8.2. The consortium must continue to fulfill all requirements demanded at time of qualification for Bidding Process, as set forth in this Invitation For Bid;

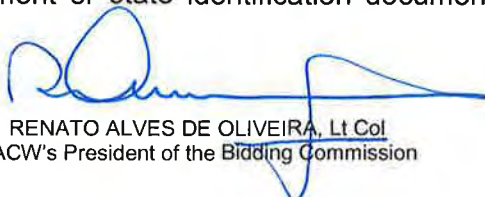
4.8.3. The companies' new participation percentages in the consortium structure do not compromise the execution of the contract object, nor do they invalidate the bidding process;

4.8.4. The existence of a motivated decision by the Administration clarifying and accepting the reasons for the change and recognizing the existence of new facts, which were not in place at the time of the Bid, causing the delay in the request for modification after awarding the Bidding Process; and

4.8.5. Manifestation that the new consortium structure, at the time of the Bidding Process, would have granted it winner status alone.

5. ACCREDITATION

5.1. The bidder, or its representative shall report to the Bidding Commission at the place, date and time indicated in the preamble to this Invitation for Bid for the purpose of conducting the registration of the participants in this Bidding Process, with a picture ID card, or other form of government or state identification document, along with a signed document on the company


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letterhead, granting power to express opinion during the bidding procedures (such documents shall be made available outside of the Envelopes containing the Qualification Documents and Price Proposals).

5.1.1. Failure to present any of the documents for registration or presentation of incorrect documents shall not preclude participation of the bidder. However, it will prevent its representative from expressing an opinion on behalf of the bidder.

5.2. The representative of a bidder shall be any qualified individual under the terms of its incorporation papers, public power of attorney, private and notarized power of attorney, or equivalent document.

5.2.1. Incorporation papers or registration as a proprietorship shall describe the authority of the representative of the bidder to represent it before third parties.

5.2.2. A power of attorney shall describe all the required powers to present proposals and carry out all acts pertaining to the bidding process, and should be accompanied with incorporation papers or proprietorship registration.

5.3. A registered representative may only represent 1 (one) bidder.

6. ENVELOPES CONTAINING QUALIFICATION DOCUMENTS AND PRICE PROPOSALS

6.1. Each bidder must submit 2 (two) envelopes, the 1st (first) must contain Qualification documents, and the 2nd (second) must contain the Price Proposal.

6.2. The sets of documents pertaining to qualification and price proposals shall be delivered separately, in sealed envelopes, and shall be initialed on the tab and identified by the bidder's name.

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

<p>ENVELOPE 01 – QUALIFICATION DOCUMENTS BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON INVITATION FOR BID N. 191948/CABW/2019 COMPANY NAME</p>

<p>ENVELOPE 02 – PRICE PROPOSAL BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON INVITATION FOR BID N. 191948/CABW/2019 COMPANY NAME</p>
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6.4. ENVELOPE 01 - QUALIFICATION and ENVELOPE 02 - PRICE PROPOSAL, must mandatorily be enclosed in a larger envelope, which in turn should be sealed and addressed to the Bidding Commission. The Bidder's name and address must appear in the upper left-hand corner of the envelope and include the Bid Number, and open session time and date as per the following template:


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 BACW's President of the Bidding Commission


 NAZARENO CORREIA PEREGRINO Lt. Col.
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C/O OF BIDDING COMMISSION – BID # 191948/CABW/2019
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON
1701 22nd Street N.W. Washington, DC 20008
SESSION OF June 3, 2019 at 9:00 a.m.
(US Eastern Standard Time)

- 6.4.1.** 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) on **June 3, 2019**
- 6.4.2.** Prior to the time of the Open Session, Bidders are encouraged to notify its envelopes' tracking numbers to the Bidding Commission by email .
- 6.4.3.** Late envelopes addressed to the Bidding Commission, delayed by delivery problems or improper identification, shall not be taken into consideration.
- 6.4.4.** The BACW does not accept responsibility for mistakes caused by improper envelope identification.
- 6.4.5.** 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 bid number to be included in the reference field).
- 6.4.6.** Envelopes may also be delivered in person to the Bidding Commission at the beginning of the open session.

7. QUALIFICATIONS (ENVELOPE # 01)

- 7.1.** The qualification envelope must show the Bidder's legal representative identification data, as per Accreditation Form Template, Annex II.
- 7.2.** All documentation for ENVELOPE 1 must be submitted in **ENGLISH**. Documents issued in a language other than English, must be submitted along with a certified and notarized translation.
- 7.3.** On the Accreditation Form, the Bidder must include the following, at the very least:
- 7.3.1.** Bidder's Business Name;
 - 7.3.2.** Bidder's Full Address;
 - 7.3.3.** Bidder Representative's Full Name;
 - 7.3.4.** Legal Representative must possess Power-of-Attorney, in accordance with item 5.1 of this Invitation for Bid;
 - 7.3.5.** 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);
 - 7.3.6.** Legal representative's email address.
- 7.4.** Companies must deliver the following documents in its qualification envelope for Legal Qualification:
- 7.4.1.** Submit proof of Federal Tax Identification Number (e.g. national registry of legal entities (CNPJ), Federal Identification Number (FEIN), Tax ID Number (TIN);


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- 7.4.2.** Submit Basic Commercial License or other form of relevant authorization to operate within the jurisdiction, issued by the competent Government Authority;
- 7.4.3.** Submit the following Company Documents: Certificate of Incorporation or Charter Document, Articles of Organization, By-Laws or other similar organizational documents;
- 7.4.4.** For Brazilian companies, documents listed in sub-items 7.4.1, 7.4.2 and 7.4.3 referenced above may be replaced by SICAF (Unified Supplier Registration System), with valid dates, or the documents prescribed in articles 27 through 32 of Law 8,666/93.
- 7.5.** Bidders must also present the following documents in a QUALIFICATION ENVELOPE, for the purpose of Technical Qualification:
- 7.5.1.** Proof that the Bidder operates in the aeronautical field through its submission of its corporate object as expressed in its establishing document, charter or articles of incorporation as services/activities in the aeronautical field which are compatible with the Object of the Basic Project Plan;
- 7.5.2.** The creation of a consortium shall be admitted, for the purpose of satisfying technical qualification requirements in accordance with Art. 33, Law 8,666/93;
- 7.5.3.** The bidder must submit, for the purposes of technical qualification, a Certificate of Technical Capacity satisfying the maintenance services required to fulfill the Aircraft's Maintenance Program, excluding 3rd level maintenance (C type Checks and packaging of structures and similar matters) in accordance with item 4.2.2. of the Basic Project Plan and their sub-items, in combination with item 12.4 of the Basic Project Plan;
- 7.5.4.** Proof of technical qualification for the performance of logistic support activities in integrated form, by submitting a Certificate of Maintenance Organization issued by DIRMAB or by ANAC (RBAC 145) or similar document issued by a national or foreign Aeronautical Authority, to specifically perform maintenance on BOEING 767-300ER Aircraft, as established in sub item 4.2.2 and other items in the Basic Project, and item 12.3 of the Basic Project Plan;
- 7.5.5.** The company must submit the aircraft's LOG CARD together with its matrix number, and it shall also submit the LOG CARDS for the documentation for the cell and engine of the aircraft offered, together with its matrix number, submitting a fully completed copy of together with its certification as part of its technical qualification.
- 7.5.6.** The CONTRACTED PARTY shall prove by means of its Plain Maintenance Document all scheduled maintenance in a one-year period, substantiating that any type of scheduled maintenance shall not exceed 30 calendar days in the first year of aircraft maintenance. The proof must be unquestionable and contain all necessary elements for the certainty of compliance with this item, in accordance with, at the very least, the requirements in Attachment III of the Basic Project.
- 7.5.7.** For consortiums, the Technical Qualification documentation of all companies making up the consortium must be provided, reflecting each company's responsibility, as described in the consortium's establishing document
- 7.6.** In order to expedite the analysis of the technical documentation, the Bidding Commission requests the identification of all documents by module and by the requested item on this Invitation for Bid.



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- 7.6.1.** The noncompliance with the item above (7.6) does not jeopardize the bidder's participation in this solicitation.
- 7.7.** All pages included in ENVELOPE 1 – QUALIFICATION must be numbered and initialed by the legally accredited representative without corrections or erasures
- 7.8.** In ENVELOPE 1 – QUALIFICATION, all envelope contents must be digitalized and also submitted in digital form, in PDF form.
- 7.8.1.** The PDF file may be included in N. ENVELOPE 1 QUALIFICATION through a CD-ROM or pen drive, at the BIDDER's discretion.
- 7.9.** Taking into account the complexity of the services to be provided, the Bidding Commission may submit to DIRMAB'S technical department for examination documents pertaining to qualification for the purpose of obtaining a conclusive technical opinion regarding bidder qualification in this Bidding Process.
- 7.10.** The required certificates and/or statements must be valid if subject to expiration.
- 7.11.** Proof of shipment of required documents shall not be accepted in substitution of required documents per this Invitation for Bid and its Annexes.

8. PRICE PROPOSAL (ENVELOPE # 02)

- 8.1.** 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.
- 8.2.** 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, 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 Attachments.
- 8.3.** The information presented by the bidder must reflect all costs.
- 8.4.** Costs identified as financing or other unspecified terms shall not be accepted in the Price Proposal.
- 8.5.** Tax rates identified by the BIDDER may not exceed the limits established by the applicable fiscal legislation.
- 8.6.** Proposal validity may not be inferior to **60 (sixty) days** starting on the date on which Price Proposals are opened.
- 8.7.** 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 material errors, without substantially altering the content or referenced terms and conditions, and provided that they do not adversely affect other bidders.
- 8.7.1.** The above modifications must be submitted to the Bidding Commission for review.
- 8.7.2.** The Bidding Commission may proceed to correct the highlighted errors, or may require that the Bidder submit a corrected proposal.



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

8.9. The PRICE PROPOSAL must be prepared in accordance with the item 14 of the Basic Project, Annex I.

9. ESTIMATED BUDGET

9.1. The estimated budget for the object of this Invitation for Bid shall be US\$ 40,938,919.32 (forty million, nine hundred thirty-eight thousand, nine hundred nineteen U.S. dollars and thirty-two cents).

9.2. The estimated budget was based on the estimated cost for each module, in accordance with items 14 and 15 of the Basic Project, as follows:

MODULE	ESTIMATED COST (US\$)
MODULE 01	\$ 19,347,142.32
MODULE 02	\$ 20,391,777.00
MODULE 03	\$ 1,200,000.00
TOTAL	\$ 40,938,919.32

10. PROCEDURE FOR OPENING ENVELOPES

10.1. Proposal classification, once all conditions and technical specifications established in this Invitation For Bid are met, shall be processed based on **LOWEST TOTAL PRICE**.

10.2. At the date, time and place stated in this Invitation for Bid, in an open session, with all bidders present, the Bidding Commission shall receive sealed envelopes (items 6, 7 and 8), containing **Envelopes n.º 01 and n.º 02**, thus starting the bidding process.

10.2.1. 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.

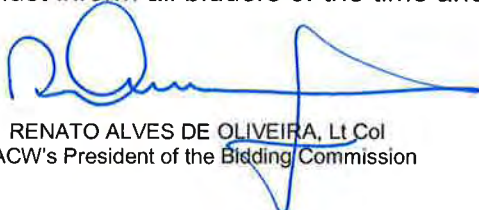
10.3. Once the deadline for submitting documents has expired, no other documents shall be accepted, or further addenda or clarification concerning the qualification documentation or price proposal submitted.

10.4. After identifying the Bidders, the Bidding Commission shall proceed to open Envelopes N. 01 - QUALIFICATION.

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

10.5. Bidder qualification shall be verified, in accordance with the terms of this Invitation for Bid.

10.5.1. 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.


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10.5.1.1. Taking into account the complexity of the services to be provided, the Bidding Commission may submit qualification documents to DIRMAB's technical department for the purpose of receiving a definitive technical opinion regarding the qualification of the participating Bidders.

10.5.2. Considering the situation described in item 10.5.1, all initialed qualification documents, as well as Envelope 2 Price Proposals with the initials of all members of the Bidding Commission and all Bidders present, shall be kept by the Bidding Commission until completion of the qualification phase.

10.6. Disqualified bidders shall have their Envelopes N. 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.

10.7. After analyzing qualification documents, a timeframe of 5 (five) business days shall be granted to the bidders for the submission of possible appeals. After that, a new date for the opening of the price proposals shall be announced.

10.8. If any other bidder does not waive the right to appeal during the qualification phase, Envelope N. 2 – Price Proposal, shall be initialed and stored in a safe place until the date set for their opening.

10.9. 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.

10.10. After the qualification phase, the Bidding Commission shall proceed to open Envelopes N. 02 – PRICE PROPOSALS.

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

10.11. The Bidders' PRICE PROPOSAL shall be examined, in accordance with this Invitation for Bid.

10.11.1. 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.

10.11.1.1. Taking into account the complexity of the services to be rendered, the Bidding Commission may submit documents pertaining to the PRICE PROPOSAL to DIRMAB's technical department for the purpose of obtaining a conclusive technical opinion regarding the price proposals received by all bidders.

10.11.2. Considering the situation described in 10.11.1 all documents contained in the Price Proposals, which have already been initialed, shall be kept by the Bidding Commission until concluding the price proposal phase.

10.12. The Bidders' Price Proposals shall be ranked in accordance with the requirements of this Invitation for Bid.

10.13. 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 8 (eight) business day period for the submission of new documentation or proposals to the Bidding Commission.


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

11. REVIEWING QUALIFICATION DOCUMENTS

11.1. Bidders shall be disqualified if:

11.1.1. 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.

11.1.2. They include the Price Proposal in Envelope N. 01.

11.1.3. They include the Technical Proposal in Envelope N. 01.

11.2. 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 email and additionally through publication on the Official Gazette (DOU). 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.

12. REVIEWING THE PRICE PROPOSAL

12.1. The criterion for reviewing the proposal will be the **LOWEST TOTAL PRICE**.

12.2. The proposal will be **DISQUALIFIED** if it:

12.2.1. Does not comply with Item 7 of this Invitation for Bid;

12.2.2. Is flawed or illegible, it is not specific or presents irregularities and flaws that hinders its review;

12.2.3. Is not in compliance with any requirement set forth in this Invitation for Bid or the Basic Project;

12.2.4. Includes advantages that are not provided for in the Invitation for Bid, including subsidized financing;

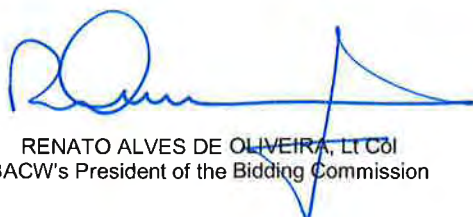
12.2.5. Presents prices that are unrealistic in the sense that their viability cannot be appropriately demonstrated through documentation that proves that the costs of input are consistent with market prices and that productivity is consistent with the performance of the object;

12.2.6. Under the circumstances described in the item 12.2.5, the bidder will have **8 (eight) business days** to demonstrate the feasibility of the prices included in its proposal, under the penalty of being disqualified.

12.3. If there are signs of unrealistic prices in the proposal, or if it is necessary to provide additional clarification, a due diligence may be carried out by the Bidding Commission.

12.4. Once the price proposal which does not meet the requirements of the foregoing items is disqualified, the remaining proposals will be qualified from lowest to highest total price.

12.5. 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



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Meeting Minutes from the Open Session to the accredited legal representatives' emails, whose price proposals were opened.

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

13. PROPOSAL RANKING

13.1. Final ranking of proposals shall occur in accordance with the **LOWEST TOTAL PRICE** criteria, as per item 14 of the Basic Project, Annex I.

13.1.1. In case of a tie between proposals, a draw will be conducted. The names of the tied bidders shall be placed in a sealed box, from which they will be extracted and classified based on the order in which they were drawn.

13.1.2. After thirty minutes the draw will be conducted regardless of whether the companies or their representatives are present.

13.2. 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.

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

14.1. The bidding process will be submitted to the appropriate authority, which will proceed to ratify and adjudicate the object to the winning bidder.

14.2. The services that are object of this BIDDING PROCESS shall be awarded as a whole to the bidder that presented the lowest total price.

15. CONTRACT

15.1. After the bidding is approved, the winning bidder (the “CONTRACTED PARTY”) shall have **05 (five) business days**, from the date it is notified, to sign the contract attached hereto as Annex III, under the penalty of losing the right to be hired as well as being subject to the sanctions set forth in this Invitation for Bid and any other penalties or damages available under applicable law.

15.1.1. The term provided above may be renewed for an additional five business days if requested by the CONTRACTED PARTY with good reason and accepted by the Administration in its sole discretion.

15.2. The Administration shall have the option to contact the remaining bidders if the winning bidder does not sign the contract under the terms and conditions established, in accordance with the order of the proposal ranking. It may do so under the same terms and conditions proposed by the winning bidder, including updated prices, pursuant to the Invitation for Bid.

15.3. The BACW may also revoke the bidding process, notwithstanding the penalties provided for in this Invitation for Bid which may still be assessed against the winning Bidder.

15.4. By signing the contract, the CONTRACTED PARTY declares its express agreement with the adequacy of the Basic Project.



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15.5. The CONTRACTED PARTY shall maintain all the conditions for qualification required in the bidding process, throughout the performance of the contract, in accordance with the obligations assumed.

15.6. The CONTRACTED PARTY shall be responsible for any and all expenses arising from the CONTRACT.

16. SUBCONTRACTING

16.1. Partial subcontracting shall be permitted for Module 2 – Integrated Logistics Support and Module 3 – Additional Services, in the terms presented on item 6.3 of the Basic Project, Annex I.

16.2. The upper limit for subcontracting the execution of this object is 50% (fifty percent), calculated based on the sum of the total amounts for Module 2 and Module 3.

16.3. Subcontracting must be authorized by the Expenses Supervisor of the CONTRACTED PARTY, through a technical opinion from the MONITORING TEAM, together with specification of the activities to be subcontracted and the period within which they should be performed;

16.4. Subcontracted companies must possess all technical qualification requirements set forth in the Basic Project, Annex I, based on activity to be performed.

16.5. The CONTRACTED PARTY shall be legally and contractually responsible before the CONTRACTING PARTY for the subcontracted services. Any communication and/or clarification shall take place directly between the CONTRACTING PARTY and the CONTRACTED PARTY. Communication and/or clarification with/from subcontracted companies shall be the CONTRACTED PARTY's sole responsibility.

16.6. The CONTRACTED PARTY shall be legally and contractually responsible before the CONTRACTING PARTY for the subcontracted services. Subcontracting is the CONTRACTED PARTY's full and joint responsibility, answering in full for its guarantees, not just as regards the services and timeframes, but also insurance coverage against any claims, in case of breakdowns or damages associated with the services performed by the subcontracted company.


16.7. The performance of the LEASING services, as established on Module 1 shall not be subcontracted, being integrally the CONTRACTED'S PARTY responsibility.

16.8. If subcontracting become necessary, as per Art. 72 of Law 8,666/93, the following recommendations must be followed:

16.8.1. The CONTRACTED PARTY shall bear the risks and onus associated with the subcontracting, including but not limited to the Quality Guarantee provided for the service performed.

16.8.2. The CONTRACTED PARTY must provide the CONTRACTING PARTY, through the CONTRACT INSPECTOR, with all information required of it on the service, as well as of the subcontracted parties.

16.8.3. The CONTRACTED PARTY shall not be exempt from its contractual responsibilities or obligations when, as a consequence of any type of renegotiation with the subcontracted companies, it becomes unable to fulfill any of the obligations set forth in the contract.



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17. TERMS

17.1. Term of Validity

17.1.1. The term of the contract shall be **36 (thirty-six) months** from the date of its signing and may be extended for a period of 24 (twenty four) months, to a total of 60 (sixty) months, by amendment properly documented and signed by parties in advance, at least 90 (ninety) days to the end of such period, as AGU's Regulatory Guidance N. 38 of 11/12/2011 (Brazil).

17.2. Term of Execution

17.2.1. The period of execution of the contract shall be **34 (thirty-four) months** from the date of delivery of the aircraft and may be extended for a period of 24 (twenty four) months, to a total of 60 (sixty) months by amendment properly documented and signed by all parties in advance of at least 90 (ninety) days prior to the end of the contract term.

17.2.2. The deadline for delivering the various services under the contract will be defined according to the Aircraft Maintenance Plan.

17.3. Receipt Timeframe

17.3.1. Receipt of Module 1 – Lease:

17.3.1.1. The receipt of the AIRCRAFT shall be within 60 days from the execution of the contract, being the CONTRACTED PARTY responsible to inform the CONTRACTING PARTY the exactly date of the AIRCRAFT delivery at the contract signature

17.3.2. Receipt of Module 2 – Integrated Logistics Support and Module 3 – Additional Services:

17.3.2.1. Temporary receipt by means of the TEMPORARY RECEIVING CERTIFICATE, shall be issued by the contract's COMREC, within 15 (fifteen) business days, being counted from the written communication performed by the CONTRACTED PARTY and the object being judged as partially accepted by the MONITOR.


17.3.2.2. After temporary acceptance, the CONTRACTING PARTY shall start the final acceptance of services by performing an inspection, within 90 (ninety) days, from the date cited above and the object judged as in accordance and accepted by the COMREC.

17.3.2.3. Non-conformities encountered by the CONTRACTING PARTY during final acceptance procedures must be notified to the CONTRACTED PARTY within the final acceptance deadline, and must be resolved by the CONTRACTED PARTY in an equal amount of time, further to notification. Should a grave DISCREPANCY be encountered, this timeframe may be extended, provided it is duly justified in writing.

17.3.2.4. Final acceptance shall be recorded in a FINAL RECEIVING CERTIFICATE, which shall be issued within a 90 (ninety) days period of inspection performance.

17.3.3. The deadline for receipt of the object shall comply with the procedural standard established in ICA 65-8/2009 and ICA 12-23/2017.

17.4. Payment Processing Time



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17.4.1. The payment processing time begins at the issuance of the Invoice by the CONTRACTED PARTY, which shall be approved by the receipt of the COMREC for the installment or the total delivery of the object, by means of the issuance of the ACCEPTANCE CERTIFICATE.

17.4.2. The payment period shall within 30 (thirty) calendar days from the date on which the ACCEPTANCE CERTIFICATE is submitted, and shall occur in accordance with item 12.3 of the Basic Project Plan, ANNEX I to the Invitation For Bid.

17.4.3. The timeframe for receiving the object shall be in accordance with the procedural standard set forth in ICA 65-8/2009 and ICA 12-23/2017.

18. FINANCIAL GUARANTEE

18.1. A financial guarantee shall be required of the CONTRACTED PARTY, in the amount of **5% (five percent)** of total contract value, within 10 (ten) days of contract signature, to enable signing the SERVICE ORDER. The CONTRACTED PARTY shall provide a financial guarantee in US dollars (USD).

18.2. Any guarantee, which fails to cover all possible risks and damages associated with contract execution, shall not be accepted.

18.3. The financial guarantee shall be valid throughout contract duration.

18.4. If the guarantee amount is used, in full or in part, the CONTRACTED PARTY must replenish the respective amount within 5 (five) business days from receipt of notification.

18.5. After contract conclusion, further to issue of the last Final Receiving Certificate, and verification that all CONTRACTED PARTY obligations have been fulfilled completely, the guarantee shall be released and returned.

18.6. All costs associated with the financial guarantee shall be borne by the CONTRACTED PARTY.

18.7. If the contract is amended, the financial guarantee must be extended to reflect contract expiration date.

19. QUALITY GUARANTEE

19.1. The quality guarantee shall abide by the provisions in item 9 of the Basic project, ANNEX I to the Invitation For Bid.

20. PERFORMANCE LOCATION

20.1. Performance location is described in item 8 of the Basic Project Plan, ANNEX I to the Invitation For Bid.

21. CHANGES TO THE CONTRACT

21.1. The contract may be unilaterally altered by the CONTRACTING PARTY in the following situations:



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

21.1.2. Should the contract amount require modification due to the quantitative increase or decrease of its Object.

21.1.3. 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.

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

21.2. The contract may be amended by agreement between the parties in the following situations:

21.2.1. 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;

21.2.2. 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;

21.2.3. 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 extra contractual economic risk

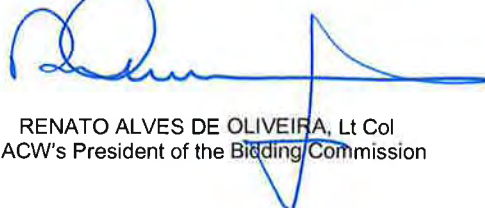
22. SUBJECTIVE MODIFICATION

22.1. 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.

23. PRICE ADJUSTMENT

23.1. In accordance with Art. 65, Law N. 8666/93, 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 extra-contractual economic.

23.2. 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.



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23.3. 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.

23.4. 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.

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

23.5.1. 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;

23.5.2. The occurrence of a Force Majeure event, fortuitous event or *factum principis*, constituting extraordinary and extra contractual economic risk, and its adequate characterization;

23.5.3. 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;

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

23.5.5. The relevant preparation of calculation logs;

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

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

23.6. 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.

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

23.8. 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.

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

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

23.11. 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).


24. PAYMENT

24.1. 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 65-8/2009.

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



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

24.2.2. 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.

24.3. 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.

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

24.5. 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.

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

24.6. Payment method is described on item 3.2.6 of the Basic Project.

25. MONITORING

25.1. The MONITORING must be performed by members of the Administration, specifically appointed by the Administration, in accordance with Law N. 8,666/93, ICA N. 65-8/2009, and ICA N. 12-23/2017, in order to monitor and oversee the contract to be performed

25.2. MONITORING must comply with the provisions of this Invitation For Bid and the Basic Project, ANNEX I of Invitation For Bid.

26. RECEIPT OF THE OBJECT


26.1. The services contemplated by this Invitation For Bid must be received by COMREC in accordance with the technical specifications provided in Basic Project, ANNEX I.

26.1.1. 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.

27. FORCE MAJEURE AND UNFORESEEABLE EVENTS

27.1. 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.

27.2. 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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28. OBLIGATIONS OF THE CONTRACTING PARTY AND CONTRACTED PARTY

28.1. The CONTRACTING PARTY and CONTRACTED PARTY's obligations are set forth in the Basic Project, in the contract and in this Invitation For Bid.

29. CONTRACT TERMINATION

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

30. CONFIDENTIALITY

30.1. All CONFIDENTIAL INFORMATION must be used exclusively for the purposes of the contract and negotiations between the CONTRACTED PARTY and the CONTRACTING PARTY, and the provisions set forth in the Basic Project Plan, ANNEX A.

31. SUSTAINABILITY

31.1. 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.

31.2. 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.

31.3. 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.

32. BUDGET ALLOCATION

32.1. Expenses associated with the Contract shall be borne in accordance with the following budget classification **Program 2058** – National Defense; **Action 2048** – Supply and Maintenance of Aeronautical Material; Expense Nature (ND) 339030 (material) and ND 339039 (services); or other budget resource available to Project C-767.



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33. ADMINISTRATIVE SANCTIONS AND PENALTIES

33.1. 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.

33.2. 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:

33.2.1. A warning is the administrative sanction which shall be applied when the CONTRACTED PARTY breaches, 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 with the 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

33.2.2. A warning shall not be issued in case of recurring faults in the same category of breach of contractual obligations.

33.2.3. 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 N. 8,666/93, may be defined and applied:

33.2.4. For total or partial non-execution of contract:

33.2.4.1. For total or partial non-execution of contract object:

33.2.4.1.1. 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

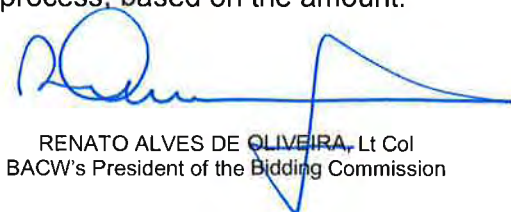
33.2.4.1.2. If the CONTRACTED PARTY should cause rescission, a fine will be applied for total non-execution of agreement in the amount of 10% (ten percent) of updated total contract value, without excluding a delinquency fine and any other sanctions set forth in Art. 87 of Law N. 8,666/93.

33.3. 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 N. 8,666/93

33.4. 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 maturing installments.

33.4.1. If payment is not fulfilled in the above manner, the fines owed will be deducted, activating the contract's financial guarantee.

33.5. After the actions described in the previous items, should money still be owed for the payment of the fine, 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 ['Divide Ativa da União'-DAU] and/or allow legal process, based on the amount.



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33.6. 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.

33.7. The application of the above fines may be appealed in 5 (five) business days..

33.8. Temporary suspension from participating in solicitations and impediment from entering into a contract with the Administration shall be applied, within the COMAER, to the following degrees:

33.8.1. For up to 30 (thirty) days:

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

33.8.1.2. For the disruption of any action in the Bidding Open Session.

33.8.2. For up to 3 (three) months:

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

33.8.2.2. Claim that the prices it offered are inviable.

33.8.3. For up to 6 (six) months:

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

33.8.3.2. Failure to submit a contract guarantee, as per the Invitation for Bid;

33.8.3.3. Repeated occurrence of a punishable act as established in sub-items 33.8.1 and 33.8.2 of this item, in under 24 (twenty-four) months;

33.8.3.4. Application of a second administrative sanction fee within the same contract;

33.8.3.5. Application of two administrative sanction fees 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

33.8.3.6. Application of two administrative sanction fees 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;

33.8.4. For up to 12 (twelve) months:

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

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


33.8.4.3. In case of repeated punishable defaults per description provided in subparagraph 33.8.3, in less than 36 (thirty-six) months;

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

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

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

33.8.5.3. Issue of a 'false statement';



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

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

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

33.8.5.7. Repeated non-execution of contract resulting in grave damages to the Administration; and

33.8.5.8. Repeated occurrence of punishable default as defined in sub-item 33.8.4, in less than 48 (forty-eight) months.

33.9. For the purposes of this contract, 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.

33.10. 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.

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

33.12. 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:

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

33.12.2. If the company or professional committed an unlawful act, for the purpose of interfering with the Bidding Process objectives;

33.12.3. 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

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

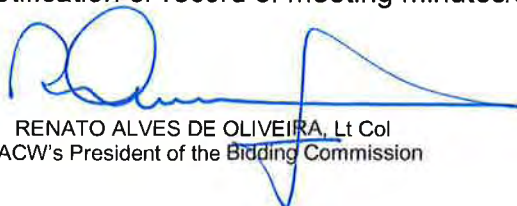
33.13. The criteria for issuing a Declaration of Unfitness, which may not exceed 5 (five) years per current legislation, shall be submitted to COJAER, for further submission to the Defense Secretary. Rehabilitation further to this sanction may be claimed by the interested party 2 (two) years after its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

33.14. 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

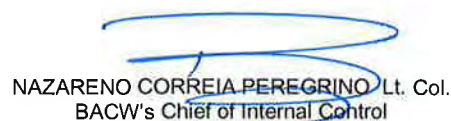
34. APPEALS

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

34.1.1. Appeal to the BIDDING COMMISSION within **5 (five) business days** of date of notification or record of meeting minutes/session, in case of:



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BACW's President of the Bidding Commission



NAZARENO CORREIA PEREGRINO Lt. Col.
BACW's Chief of Internal Control



- 34.1.1.1. Bidder qualification or disqualification;
- 34.1.1.2. Proposal judgment;
- 34.1.1.3. Annulment or repeal of bidding process;
- 34.1.1.4. Dismissal of request for entry into registry list, modification of cancellation;
- 34.1.1.5. Termination of contract, as regards Line I of Art. 79 of Law N. 8,666/93;
- 34.1.1.6. Application of warning fees, temporary suspension or fine.

34.2. After a bidder files an appeal, the other bidders shall be informed so that they may submit counter-arguments within a period of **5 (five) business days**.

34.3. The appeal must be addressed to the Bidding Commission, which may reconsider its decision within a period of **5 (five) business days**.

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

35. GENERAL PROVISIONS

35.1. 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.

35.1.1. 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.

35.2. 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.


35.3. 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.

35.4. 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.

35.5. In any phase of the bidding process, the Bidding Commission, or the Bidding Commission's higher-ranking authority (BACW's Expenses Supervisor) 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.

35.6. The ratification ("homologation") of the Bidding process result does not imply the right to execute the contract.

35.7. 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.


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


NAZARENO CORREIA PEREGRINO, Lt. Col.
BACW's Chief of Internal Control



35.8. 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.

35.9. 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

35.10. 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 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.

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

Washington, DC, April 29, 2019.

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

Reviewed by:

NAZARENO CORREIA PEREGRINO, Lt. Col.
BACW's Chief of Internal Control



**MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA
DIRETORIA DE MATERIAL AERONÁUTICO E BÉLICO**

PROJETO BÁSICO Nº 02/DIRMAB/2019



**PROJETO BÁSICO PARA LOCAÇÃO DE 1 (UMA)
AERONAVE BOEING 767-300ER, COM SUPORTE
LOGÍSTICO INTEGRADO**

Elaborado de acordo com o Inciso IX do Art 6º da Lei nº 8.666, de 21 de junho de 1993 e o manual "Licitações & Contratos - Orientações e Jurisprudência do TCU", 4ª Edição 2010.

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1. PREÂMBULO

1.1 HISTÓRICO

1.1.1 Em 1984 o Estado-Maior da Aeronáutica (EMAER) iniciou estudos para a implantação de uma nova aeronave que atendesse às necessidades de incremento da capacidade de Transporte Aéreo Logístico (TAL) da Força Aérea Brasileira.

Em 1986, a Força Aérea Brasileira (FAB) incorporou ao seu acervo quatro aeronaves Boeing 707 (KC-137), que foram alocadas no 2º/2º Grupo de Transporte (GT), ampliando a gama de possibilidades de realização de missões da FAB.

Após 27 anos de operação e considerando o cenário atual da aviação mundial, as aeronaves KC-137 não acompanharam a evolução tecnológica exigida para uma operação segura, econômica e ecológica. Os motores tornaram-se ultrapassados, com elevado nível de falhas operacionais e passaram a apresentar níveis de ruído inaceitáveis para os padrões globais.

Ademais, as possíveis modernizações do KC-137, no âmbito do COMAER, foram julgadas inadequadas, devido à impossibilidade de atualização do vetor pelo seu elevado grau de obsolescência e devido ao grande valor do investimento frente ao pequeno ganho operacional resultante de uma possível e limitada modernização.

Em decorrência do processo global de desativação dos Boeing 707, que estavam em operação na aviação civil, houve uma notória descontinuidade do fornecimento de peças de reposição do equipamento, assim como passaram a existir enormes dificuldades para treinamento em simulador de voo das tripulações, em função do pouco atrativo apelo comercial da aeronave.

A necessidade de desativação da frota tornava-se iminente, o salto tecnológico da aviação mundial há muito já havia deixado para trás o Boeing 707. Todo este contexto tornava muito onerosa a manutenção de sua operação e o equipamento já não atendia mais às necessidades operacionais da Força Aérea Brasileira.

Foi dentro desta realidade que surgiu o Projeto KC-X2, como foi chamado o processo de substituição dos aviões KC-137. Foi ele, então, instituído pelo Estado-Maior da Aeronáutica (EMAER) em 2008 e conduzido pela Comissão Coordenadora do Programa Aeronave de Combate (COPAC). Buscavam-se as melhores soluções existentes no mercado, considerando-se requisitos técnico-operacionais, logísticos, industriais e a devida compensação comercial e tecnológica para o Estado brasileiro.

No dia 14 de março de 2013, através de nota oficial do Comando da Aeronáutica, a Empresa Israel Aerospace Industries – IAI foi anunciada como vencedora do processo de seleção da nova Aeronave Pesada de Carga da FAB. Esta empresa foi selecionada para a conversão de aeronaves comerciais Boeing 767-300ER em plataformas capazes de suprir as necessidades da FAB.

Após o acidente ocorrido durante a decolagem do Aeroporto de Porto Príncipe – Haiti em 2013, houve uma suspensão de todos os voos das aeronaves KC-137 (Boeing 707) e, em reuniões realizadas nos dias 05 e 06 de junho de 2013, o Alto-Comando da Aeronáutica deliberou pela suspensão definitiva da operação da frota. Em consonância, foi determinado o prosseguimento das tratativas relativas ao processo de Aquisição da Aeronave Pesada de Carga para substituição das aeronaves então desativadas, as quais dariam continuidade aos serviços prestados pelas aeronaves KC-137 à FAB e, por extensão, ao Brasil.

Devido à atual conjuntura econômica do país, o processo de aquisição da aeronave KC-X2 sofreu atrasos e tem sua concretização ameaçada. Além disso, a previsão de entrega

da primeira aeronave levaria cerca de quinze meses após a assinatura do contrato, o que prolongaria, de maneira expressiva, a lacuna deixada pela desativação da aeronave KC-137.

Sendo assim, este Projeto Básico tem como objetivo viabilizar uma alternativa, ainda que parcial em comparação ao Projeto KC-X2 sob aspectos operacionais, rápida, temporária e de custos compatíveis com a realidade atual do país e da Força Aérea Brasileira. Essa alternativa visa manter a FAB com uma aeronave estratégica, de longo alcance, com alta confiabilidade e grande capacidade de transporte de passageiros e de carga. Com a continuidade de uma aeronave desse porte, espera-se que parte das missões de outros Projetos, como o C-130, C-295 e VC-2, continuem a ser absorvidas o que, em tese, promove uma redução em seus esforços aéreos.

Vale ressaltar que a alternativa em questão não substitui de maneira exaustiva o Projeto KC-X2.

Tal modelo de dotação da aeronave seria concretizada, inicialmente, por meio da locação de uma aeronave BOEING 767-300ER, com suporte logístico incluído, para ser operado pelos tripulantes do 2º/2º Grupo de Transporte por um período inicial de 36 (trinta e seis) meses, podendo ser prorrogado em até 24 (vinte e quatro) meses.

1.2 CONSIDERAÇÕES PRELIMINARES

1.2.1 Para o delineamento do Modelo de Locação, com Suporte Logístico sob a responsabilidade da arrendadora, descrita como CONTRATADA neste Projeto Básico, foram relacionadas todas as variáveis condicionantes à operação segura da AERONAVE e seus sistemas, bem como da presunção absoluta de um programa contínuo de inspeções e atualizações, previstas pelo fabricante da AERONAVE e de seus componentes. O modelo de pagamento será baseado na utilização mensal de horas de voo utilizadas – FH – denominado Preço PBH (*Power By The Hour*), cuja cobertura será descrita neste Projeto Básico.

1.2.2 É necessário destacar a importância e as particularidades que envolvem a operação do 2º/2º Grupo de Transporte em atendimento às missões de Transporte Aéreo Logístico (transporte de pessoal e carga militar). A disponibilidade/ despachabilidade e o pronto atendimento às demandas de manutenção são de extrema importância para o cumprimento dessas missões. Sendo assim, é mandatório que a AERONAVE não tenha que ser submetida a nenhuma manutenção programada de 3º Nível, constante no *Maintenance Plain Document*, nos primeiros doze meses de operação, a contar da data de entrega da aeronave ao COMAER, tais como “Check” C4 e/ou múltiplo (C8, C12, C16...) e Check D, tarefas de inspeções estruturais e de CPCP, S4C e/ou múltiplos (S8C, S12C...).

1.2.3 Este Projeto Básico prevê que a AERONAVE permaneça alocada no 2º/2º GT, tendo como Parque Central apoiador, o Parque de Material Aeronáutico do Galeão – PAMA-GL.

1.2.4 A CONTRATADA será responsável pela capacitação dos militares do 2º/2º GT para o desempenho das atividades de manutenção de pré-voo, intervoo e pós-voo e manutenções de nível pista (troca de alguns componentes básicos, roda, e demais atividades de pronto atendimento enquanto fora de sede). Os óleos hidráulico e do motor e o oxigênio serão fornecidos pela CONTRATADA. Ao longo da execução do contrato, o nível de manutenção executado pelo 2º/2º GT pode ser revisto, desde que a CONTRATADA forneça a formação e o treinamento aos mecânicos do 2º/2º GT, bem como que essa revisão seja previamente acordada entre a CONTRATANTE e CONTRATADA. Por interesse da CONTRATADA, sem qualquer ônus para a CONTRATANTE.

1.2.5 As atividades de manutenção da aeronave completa e seus sistemas de apoio no solo, incluindo, mas de maneira não limitada, célula, grupo moto-propulsor e aviônicos, programada e não programada, de Nível Orgânico (1º Nível de Manutenção), Nível

Intermediário (2º Nível de Manutenção) e Parque (3º Nível de Manutenção) estarão a cargo da CONTRATADA, com exceção da mão de obra para as atividades citadas no item 1.2.4.

1.2.6 Nesse processo, a Empresa CONTRATADA deverá apresentar em sua Oferta Final, o compromisso de prover, no Território Nacional e no exterior, uma infraestrutura de serviços para apoio às atividades deste Suporte Logístico para as atividades de manutenção da AERONAVE por meio de um contrato com uma oficina homologada RBAC 145 ou similares.

1.3. DEFINIÇÕES

A fim de facilitar o entendimento dos termos deste Projeto Básico e simplificar a elaboração do seu texto, foram adotadas as siglas e expressões:

1.3.1 AC – Ciclo de APU: É a sequência completa da unidade auxiliar de força (APU) desde a sua partida até o seu desligamento.

1.3.2 ACARS – "*Aircraft Communications Addressing and Reporting System*" – Sistema de Emissão e Recebimento de Dados Digitalizados.

1.3.3 ACMS – "*Aircraft Condition Monitoring System*" – Sistema de Monitoramento das Condições da AERONAVE.

1.3.4 AD – "*Airworthiness Directive*" – Diretrizes de Aeronavegabilidade – Significa a(s) diretriz(es) mandatória(s) pela Autoridade Aeronáutica e que define(m) ações para manter a Condição de Aeronavegabilidade da AERONAVE.

1.3.5 AERONAVE – 01 (uma) AERONAVE Boeing 767-300ER.

1.3.6 AFM – "*Aircraft Flight Maintenance*" – Cartões de Manutenção de AERONAVE.

1.3.7 AH – Hora de APU – Cada hora ou incremento de hora do momento em que o APU é acionado até que seja desligado.

1.3.8 ALA 11 – Organização Militar sede do 2º/2º GT, localizada no Rio de Janeiro-RJ.

1.3.9 AMM – "*Aircraft Maintenance Manual*" – Manual de Manutenção da Aeronave Manual, que permite a um mecânico efetuar a manutenção de uma Aeronave, através da execução de atos de manutenção exigidos em linha ou no hangar ou no centro de serviços.

1.3.10 ANAC – Agência Nacional de Aviação Civil, Autoridade Aeronáutica Brasileira.

1.3.11 AOG - "*Aircraft on Ground*" – Designação utilizada para definir que a AERONAVE está inapta para continuar ou retornar a operar até que as medidas cabíveis sejam tomadas para restituir a Condição de Aeronavegabilidade da AERONAVE. Esta condição caracteriza prioridade máxima para processar um pedido de peça(s) sobressalente(s) e/ou atos de manutenção.

1.3.12 "ASSET VALUE" – Valor de mercado do número total de COMPONENTES requeridos para manter o nível de estoque definido pela CONTRATANTE.

1.3.13 ATA 25 – Especificação do Sistema Equipamento/Mobiliário do interior da aeronave.

1.3.14 ATA 100 – Especificação por Sistemas da AERONAVE.

1.3.15 ATA 300 – Especificação de contêineres para Transporte Aeronáutico.

1.3.16 ATENDIMENTO EMERGENCIAL – Atendimento imediato em caso de emergência, de qualquer solicitação da CONTRATANTE.

1.3.17 AUTORIDADE AERONÁUTICA – Significa o IFI/ANAC no Brasil ou outra agência no Brasil ou em qualquer país, que seja reconhecida como responsável pela administração da aviação civil.

1.3.18 AUTORIDADE DE AVIAÇÃO CIVIL – ANAC.

- 1.3.19 AWB** – “*Air Way Bill*” – Proposta de Custo de Manuseio de Item de AERONAVE.
- 1.3.20 BER** - “*Beyond Economic Repair*” – Termo comumente utilizado para definir a condição de peça ou COMPONENTE, cujo custo de reparo torna-se inviável economicamente. A prerrogativa de declaração de condição de BER é estritamente da CONTRATANTE.
- 1.3.21 CASC** – Centro de Serviço Autorizado da CONTRATADA – Estabelecimento de manutenção que (i) atende, em todos os aspectos, as exigências da Autoridade Aeronáutica no estado ou País onde a oficina opera, (ii) está homologada para operar como oficina de AERONAVE pela respectiva Autoridade Aeronáutica e (iii) foi selecionada para prestar os Serviços de Manutenção ou qualquer outro serviço relevante solicitados.
- 1.3.22 CLP** – “*Catalog List Price*” – Preço de Catálogo.
- 1.3.23 CM** - “*Condition Monitoring*” – Monitoramento de condição, relativo a itens que não possuem tempo limite de vida para ser retirado para revisão ou troca.
- 1.3.24 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 empresa 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.
- 1.3.25 COMPONENTE** – Qualquer peça independente, combinação de peças, subconjuntos, conjuntos ou unidades, nova ou usada, em Condição de Aeronavegabilidade e pronta para ser instalada, com função distinta e necessária à operação de um ou mais Sistemas Principais da AERONAVE.
- 1.3.26 COMPONENTE REPARÁVEL** – Componente cujo reparo ou revisão seja economicamente viável,
- 1.3.27 COMPONENTE CONSUMÍVEL** – Componente(s) que é utilizado somente uma vez, e que será tratado no presente Contrato como um Componente Descartável.
- 1.3.28 COMPONENTE DESCARTÁVEL** – Componente(s) para o qual não existe um processo de reparo autorizado ou cujo custo de reparo normalmente excederia o custo de substituição.
- 1.3.29 COMPONENTE SEM CONDIÇÃO DE USO** – Componente que tenha se tornado não utilizável ou componente que precisa ser retirado da Aeronave para reparo ou revisão geral.
- 1.3.30 CONDIÇÃO DE AERONAVEGABILIDADE** – Estado de segurança obrigatório exigido pela Autoridade Aeronáutica para manter a AERONAVE em operação normal de voo.
- 1.3.31 CONTRATADA** - Empresa vencedora do certame depois de ocorrida a homologação e a adjudicação do objeto da licitação.
- 1.3.32 CONTRATANTE** - a União Federal por seu órgão, o Comando da Aeronáutica, por meio da Comissão Aeronáutica Brasileira em Washington-DC, na qual a Organização Militar beneficiária é o Parque de Material Aeronáutico do Galeão.
- 1.3.33 CSN** – “*Cycles Since New*” - Ciclos desde novo.
- 1.3.34 DCTA** – Departamento de Ciência e Tecnologia Aeroespacial.
- 1.3.35 DESPACHABILIDADE** – Desempenho operacional da aeronave dada pela porcentagem de voos programados sem a ocorrência de interrupções operacionais, quais sejam: atraso superior a 15 minutos; retorno da pista; retorno de voo; voo para alternativa; ou cancelamento. Tal indicador é medido pela seguinte fórmula:

DESPACHABILIDADE (DP): Percentual de interrupções em relação às missões previstas para um certo período de tempo.

$$DP = (NM-INT)*100/NM.$$

DP: Despachabilidade;

INT: Número de interrupções da missão no período considerado, entendendo interrupção como atrasos superiores a 15 minutos, cancelamentos, retorno da pista e retorno após a decolagem; e

NM: Número de missões programadas para a frota no período considerado.

1.3.36 DIRMAB - Diretoria de Material Aeronáutico e Bélico.

1.3.37 DISPONIBILIDADE – A disponibilidade operacional, associada a um período de tempo, é a razão entre o tempo em condição disponível e a soma dos tempos em condição disponível e indisponível. Tal indicador é medido pela seguinte fórmula:

DISPONIBILIDADE OPERACIONAL (Do): Percentual dos dias cuja frota se apresenta pronta para cumprir todas as missões especificadas, em relação a um período decorrido.

$$Do = SDDP*100/(NAOP*NDP) = MTBM/(MTBM+MDT).$$

SDDP: Soma de Dias Disponíveis no Período, ou seja, a soma do número de dias de cada aeronave que está disponível no período considerado;

NAOP: Número de Aeronaves Operacionais na frota considerada;

NDP: Número de Dias no Período considerado;

MTBM: *Mean Time Between Maintenance* – Tempo Médio entre Manutenções; e

MDT: *Mean Down Time* – Tempo Médio Indisponível.

1.3.38 DOU – Diário Oficial da União.

1.3.39 DOCUMENTAÇÃO DA AERONAVE – Todo documento requerido pela CONTRATADA e pela Autoridade Aeronáutica para a operação da Aeronave. Tais documentos devem incluir, mas não se limitar a, documentos relativos aos Sistemas Principais da Aeronave, certificado de aeronavegabilidade, certificado de registro e registros de manutenção inseridos nos diários de bordo da Aeronave.

1.3.40 DOCUMENTAÇÃO – Toda a Documentação da Aeronave para Componentes Reparáveis, conforme exigido pela Autoridade Aeronáutica, que poderá incluir o Formulário CTA SEG VOO 003 brasileiro, o Formulário FAA 8130-3, o Formulário Um EASA/JAA e as etiquetas associadas aos Componentes Reparáveis, indicando TSN, CSN, tempo decorrido (“calendar time”) e o histórico de dados ou peças com tempo de reparo atingido, sempre que aplicável.

1.3.41 EAS - Equipamento de Apoio ao Solo.

1.3.42 EO - "*Engineering Order*" – Ordem de Engenharia.

1.3.43 EOC – "*End of Contract*" – Data de término de vigência do Contrato.

1.3.44 ESTOQUE DE TROCA – Material de propriedade da CONTRATADA, dimensionado e mantido pela, e às expensas da mesma, a ser disponibilizado para a CONTRATANTE nas condições estabelecidas neste Projeto Básico como forma de suprimento para garantir o atendimento dos compromissos assumidos no contrato.

1.3.45 ETOPS – "*Extended Twin Engine Operations*".

1.3.46 EXCHANGE – Procedimento de troca imediata de componente avariado por componente já revisado e disponível no estoque de utilizáveis do fornecedor, envolvendo troca de S/N, o que favorece a disponibilidade da AERONAVE, pois diminui o *Turn-Around Time* do item na medida em que extingue a necessidade de aguardar pelo processo de reparo do S/N enviado.

1.3.47 FAB - Força Aérea Brasileira.



1.3.48 FC – “*Flight Cycle*” – Sequência completa da decolagem ao pouso da AERONAVE. O processo de toque e arremetida deve ser contado como 1 (um) FC.

1.3.49 FCA – “*Free Carrier*” – Modalidade INCOTERMS 2010, que significa entrega, livre de ônus, no transportador. O exportador entrega as mercadorias, desembaraçadas para exportação, à custódia do transportador, no local indicado pelo importador, cessando aí todas as responsabilidades do exportador. Essa condição pode ser utilizada em qualquer tipo de transporte, incluindo o multimodal. O local de entrega é igual ao local designado. Assim, os riscos e custos transferem-se do vendedor para o comprador nesse mesmo local.

1.3.50 FCE – “*Flight Cycle of Engine*” – Tempo decorrido entre a partida e o corte dos motores.

1.3.51 FH – “*Flight Hour*” – Cada hora ou incremento de hora desde o momento em que os trens de pouso da AERONAVE deixam o solo numa decolagem até o momento em que tais trens de pouso tocam o solo na aterrissagem.

1.3.52 “FINDINGS” – Não conformidade identificada durante uma inspeção.

1.3.53 FISCAL DO CONTRATO – 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.

1.3.54 FISCALIZAÇÃO – Atividade exercida por agente da administração na qualidade de FISCAL DE CONTRATO, de modo sistemático, com o objetivo de verificar o cumprimento das disposições contratuais e das ordens complementares emanadas da CONTRATANTE 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.

1.3.55 FOCAL POINT – Ponto Focal – Profissional designado pela CONTRATADA para atuar como responsável pelo Contrato e pelos serviços contratados.

1.3.56 FOD – “*Foreign Object Damage*” – Dano causado por objeto estranho à AERONAVE e seus sistemas.

1.3.57 “FORWARD EXCHANGE” – Provisão de Componente a ser trabalhado à base de troca, antes do recolhimento do referido item inservível. O Componente já pode estar alocado no operador ou ser enviado para o operador, a partir de notificação emitida pelo mesmo em tempo hábil.

1.3.58 “HELP DESK” TÉCNICO – serviço prestado, via fone, pela CONTRATADA para apoio ao “Troubleshooting”.

1.3.59 H/h – Homem-Hora.

1.3.60 HT - “*Hard Time*” – O Componente “*Hard Time*” é o Componente que requer ação de manutenção preventiva específica baseada em intervalo de utilização pré-fixado.

1.3.61 ICA - Instrução do Comando da Aeronáutica.

1.3.62 IFI – Instituto de Fomento e Coordenação Industrial, que atua como autoridade de certificação brasileira e autoridade de homologação da AERONAVE.

1.3.63 INCOTERMS 2010 – Conjunto de regras internacionais para a interpretação dos termos de comércio mais comumente usados no comércio exterior.

1.3.64 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 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.

1.3.65 LEI nº 8.666/93 – 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.

1.3.66 LICITANTE - Empresa participante do processo licitatório.

1.3.67 LLC – “*Life Limited Component*” – Componente com Vida Limitada – Componente que deverá ser removido em uma data específica.

1.3.68 LLP - "*Life-Limited Part*". - Componente com tempo limite de vida pré-determinado.

1.3.69 LRU – “*Line Replaceable Unit*”. Componente substituível no primeiro nível de manutenção.

1.3.70 MANUAL DE VOO – “*Flight Crew Operations Manual*”, volumes 1 e 2.

1.3.71 MANUTENÇÃO NÃO PROGRAMADA – Manutenção que não foi contemplada pela Manutenção Programada ou que ocorreu antes do prazo esperado ou realizada como consequência de uma condição discrepante, reportada pela tripulação ou encontrada durante uma inspeção programada da AERONAVE, e que foi realizada para que a Condição de Aeronavegabilidade da AERONAVE ou de um COMPONENTE fosse restaurada através da correção de uma falha evidente, de uma suspeita de mau funcionamento e/ou de um defeito.

1.3.72 MANUTENÇÃO PROGRAMADA - Para os serviços de manutenção previstos em intervalos regulares e executados para atender um programa previamente estabelecido por Publicações Técnicas ou Diretivas Técnicas aplicáveis.

1.3.73 MÃO DE OBRA DE ENGENHARIA - Para os serviços de desenvolvimento de projetos de modificação de AERONAVES ou de assistência técnica prestados pela engenharia da CONTRATADA.

1.3.74 MÃO DE OBRA DE SERVIÇOS GERAIS – Para os serviços gerais realizados no interior da aeronave como pintura ou limpeza de compartimentos ou itens de interior, troca de estofamento de poltronas e revestimentos de divisórias e serviços afins.

1.3.75 MÃO DE OBRA TÉCNICA - Para os serviços de manutenção prestados por técnicos da CONTRATADA.

1.3.76 MCC – “*Maintenance Control Center*” – Controle de Manutenção.

1.3.77 MEL - "*Minimum Equipment List*" – Lista Mínima de Equipamentos para despacho da AERONAVE.

1.3.78 MPD - "*Maintenance Planning Document*" – Documento que estabelece o Plano de Manutenção.

1.3.79 ND – Natureza de Despesa

1.3.80 NDT – “*Non-Destructive Test*” – Ensaios Não-Destrutivos.

1.3.81 NF– Nota Fiscal.

1.3.82 NFF - "*No Fault Found*" - trata-se de expressão utilizada por oficinas de reparo quando, após testar um dado COMPONENTE recebido para realizar reparo, não encontram nele nenhuma falha ou defeito que justificasse sua remoção para reparo.

1.3.83 NÍVEIS DE MANUTENÇÃO 1º, 2º E 3º - É o escalonamento em níveis de complexidade técnica e logística para a realização das revisões (*check*) executadas periodicamente na aeronave, previstas no seu Programa de Manutenção.

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1.3.84 NR – Norma Regulamentadora do Ministério do Trabalho.

1.3.85 NTO - "*No Technical Objection*" – Sem objeção técnica.

1.3.86 OC - "*On-Condition*" - O processo de manutenção no qual a condição do sistema ou conjunto maior em relação a um limite especificado é determinada periodicamente por inspeção visual, medida, teste ou outro meio adequado de padrão físico (desgaste ou deterioração), sem que seja necessário desmontá-lo ou revisá-lo.

1.3.87 ORDEM DE ENGENHARIA – Documento emitido pelo Departamento de Engenharia contendo a descrição dos procedimentos a serem adotados para a recuperação ou reparação de componente, sistema ou estrutura quando os manuais existentes de manutenção ou reparo não contiverem orientações sobre o dano ou pane ocorrido.

1.3.88 OVERHAUL – Revisão geral

1.3.89 PAMA-GL – Parque de Material Aeronáutico do Galeão.

1.3.90 PARQUE CENTRAL – Órgão executivo do Sistema de Material Aeronáutico e Bélico (SISMAB), do COMAER, responsável por todas as providências necessárias às atividades de suprimento, manutenção, apoio técnico aos operadores e controle geral de um Projeto ou equipamento atribuído ao seu encargo pelo Órgão Central do Sistema, bem como por conhecer perfeitamente a situação dos equipamentos de aplicação nos projetos sob seu encargo, cuja recuperação seja de responsabilidade de outro Parque, na condição de Parque Oficina. O Parque Central é o gestor do Projeto como um todo, inclusive dos componentes eventualmente atribuídos a um ou mais Parques Oficina.

1.3.1.91 PERDA TOTAL - o sinistro cujos prejuízos e despesas indenizáveis importem, no mínimo, em 75% (setenta e cinco por cento) do valor de mercado da AERONAVE.

1.3.92 PMA – Programa de Manutenção da AERONAVE.

1.3.93 PN – "*Part Number*" – Código de identificação de item de emprego aeronáutico.

1.3.94 PO (PURCHASE ORDER) – É uma Ordem de compra no exterior que equivale ao Empenho ou Nota de Empenho no Brasil - Ato emanado de autoridade competente, que cria para o estado a obrigação de pagamento pendente ou não de implemento de condição; a garantia de que existe o crédito necessário para a liquidação de um compromisso assumido; é o primeiro estágio da despesa pública orçamentária.

1.3.95 PREÇO PBH (POWER BY THE HOUR) – Valor mensal a ser pago pela CONTRATANTE baseado na quantidade de horas mensais voadas pelo operador.

1.3.96 PRICE LIST – Lista de preços do fabricante ou fornecedor.

1.3.97 PROGRAMA DE CONTROLE E PLANEJAMENTO DE MANUTENÇÃO – Programa da CONTRATADA, que consolida requisitos de manutenção da CONTRATANTE no Plano Padrão de Manutenção da Aeronave da CONTRATADA, desde que previamente acordados pelas partes.

1.3.98 REGIÃO DE REMESSA – ALA11, PAMA-GL e os CASC da CONTRATADA, dentro e fora da Região Geográfica da Aeronave.

1.3.99 REGIÃO GEOGRÁFICA DA AERONAVE – Território Brasileiro.

1.3.100 REMESSA PADRÃO – processos logísticos relacionados ao envio de material aos CASCs e oficinas da CONTRATADA e Bases da CONTRATANTE, quais sejam o PAMA-GL e a BAGL.

1.3.101 REMOÇÃO PROGRAMADA DE COMPONENTE – Remoção de Componente devido a vencimento de vida útil ou vencimento de TBO.

1.3.102 REMOÇÃO NÃO PROGRAMADA DE COMPONENTE – Remoção de Componente devido à falha ou pane, antes do vencimento de sua vida útil ou de seu TBO.

1.3.103 S/N – “*Serial Number*” – Código de identificação de cada item, COMPONENTE, sistema ou todo funcional de um mesmo “*Part Number*”.

1.3.104 SB - “*Service Bulletin*” – Boletim de Serviço – Documento emitido pelo fabricante original do equipamento, que fornece as informações sobre a forma que uma modificação em uma AERONAVE em operação ou COMPONENTE pode ser efetuada.

1.3.105 SERVIÇOS ADICIONAIS– Todos os serviços que não estiverem dimensionados no escopo do Preço PBH.

1.3.106 SERVIÇOS GERAIS - Serviços realizados no interior da aeronave: pintura ou limpeza de compartimentos ou itens de interior, troca de estofamento de poltronas e revestimentos de divisórias e serviços afins.

1.3.107 SERVIÇOS DE MANUTENÇÃO– Manutenção Programada e Manutenção Não-Programada, incluindo pesquisas de pane, reparos, revisão geral e/ou reparos de garantia, que deverão ser executados na Aeronave e/ou em seus Componentes, de acordo com o MPD, na hipótese de Manutenção Programada, ou de acordo com o AMM/SRM ou Ordem de Engenharia na hipótese de Manutenção Não-Programada.

1.3.108 SIAFI – Sistema Integrado de Administração Financeira do Governo Brasileiro.

1.3.109 SILOMS – Sistema Integrado de Logística, Materiais e Serviços, utilizado pela FAB.

1.3.110 SISTEMAS PRINCIPAIS DA AERONAVE – Todos os sistemas da Aeronave, inclusive os aviônicos da Aeronave e APU, mas excluídos os motores da Aeronave.

1.3.111 SRM – “*Structural Repair Manual*” – Manual de Reparo Estrutural – Manual que contém informações descritivas para identificação e reparo da estrutura principal e secundária da Aeronave e fornece detalhes dos procedimentos de reparo desenvolvidos pelo fabricante ou pelos operadores.

1.3.112 STC - Certificado Suplementar de Tipo – certificação para aprovação de modificação junto ANAC ou órgão definido.

1.3.113 SUBSTITUIÇÃO EM GARANTIA – Troca com transferência de propriedade, no todo ou em parte, de Componente Sem Condição de Uso, utilizados para a execução de Serviços Adicionais, para o fim que se destina, por outro equivalente em igual quantidade e valor.

1.3.114 TAT – “*Turn Around Time*” – Tempo contado da autorização de embarque do item até sua entrada na aduana brasileira, por ocasião do seu retorno.

1.3.115 “TROUBLESHOOTING” – atividade de identificação de panes para sua correção e eliminação.

1.3.116 TBO – Tempo Entre Revisões – Tempo previsto para uso de um Componente entre revisões gerais.

1.3.117 TSN – Tempo Desde Novo – Tempo acumulado desde que certo Componente foi fabricado.

1.3.118 TSO – Tempo Desde a Revisão – Tempo decorrido desde que certo item foi revisado pela última vez.

1.3.119 TERMO DE RECEBIMENTO - Documento elaborado pela COMREC, onde consta a descrição da etapa de serviço realizada, de acordo com o cronograma físico-financeiro e a respectiva nota fiscal.

1.3.120 “TIME & MATERIAL” – Modalidade de contratação em que os serviços são prestados ou os materiais são fornecidos por demanda do cliente.

1.3.121 “WORKSCOPE” – Conjunto de tarefas pré-determinadas para a execução de um serviço de manutenção.

2. FINALIDADE

2.1 O presente Projeto Básico tem por finalidade apresentar o conjunto de elementos necessários e suficientes, com nível de precisão adequado, para caracterizar o serviço, OBJETO pretendido pela Administração, o qual integrará o Processo Administrativo de Gestão, que tratará da contratação da execução das atividades de Locação, com Suporte Logístico, para 36 (trinta e seis meses) de operação da AERONAVE BOEING 767-300ER e seus equipamentos, contados a partir da data de assinatura do contrato, podendo ser prorrogado por 24 (vinte e quatro) meses e possibilitando à CONTRATANTE:

2.1.1 Definir os métodos de execução do Serviço;

2.1.2 Possibilitar à CONTRATANTE a avaliação dos custos dos serviços;

2.1.3 Definir o prazo de execução;

2.1.4 Estabelecer Normas de FISCALIZAÇÃO e de RECEBIMENTO;

2.1.5 Estabelecer os termos de garantia para os serviços; e

2.1.6 Orientar e disciplinar o relacionamento entre a CONTRATADA e a CONTRATANTE.

3. OBJETO

3.1 Prestação dos SERVIÇOS DE LOCAÇÃO, COM SUPORTE LOGÍSTICO, baseados NA UTILIZAÇÃO MENSAL DE HORAS DE VOO (*Power By The Hour – PBH*), de 01 (uma) AERONAVE BOEING 767-300ER e seus equipamentos, garantindo uma despachabilidade igual ou superior a 92% (noventa e dois por cento), além de uma disponibilidade operacional média igual ou superior a 90% (noventa por cento), devidamente contabilizada no SILOMS.

3.2 As condições, a seguir, representam os parâmetros operacionais da AERONAVE, estabelecidos como “BASE CONTRATADA” de FH, pela qual o serviço será prestado:

3.2.1 Previsão de esforço aéreo de 700 FH por período de 12 (doze) meses por AERONAVE;

3.2.2 Média de FH/FC igual a faixa de 2,0 a 2,5 por período de 12 (doze) meses;

3.2.3 AH/FH= a faixa de 1,67 a 2,0 por período de 12 (doze) meses;

3.2.4 AH/AC= a faixa de 2,0 a 2,5 por período de 12 (doze) meses;

3.2.5 1 (uma) AERONAVE BOEING 767-300ER, com prefixo a ser entregue pela CONTRATANTE no ato da assinatura do contrato; e

3.2.6 O pagamento será efetuado mensalmente, multiplicando-se a quantidade de horas efetivamente voadas no mês anterior pelo valor unitário do FH vigente, além da parcela fixa a ser paga mensalmente para a locação, que contempla as manutenções programadas.

3.3 A AERONAVE deve possuir as seguintes especificações:

3.3.1 AERONAVE BOEING 767-300ER, pintada na cor cinza com símbolos e emblemas da FAB e configurada com todos os itens necessários à sua operação normal;

3.3.2 Estar equipada com 15 Contêineres do tipo LD-8 ou 30 LD-2 ou misto de forma que ocupe toda as posições dos porões da aeronave para transporte de carga;

3.3.3 Deve ser considerada, para planejamento e confecção da proposta, uma utilização anual de 700 (setecentos) horas de voo - FH - e 280 (duzentos e oitenta) ciclos - FC.

3.3.4 Deve ser fornecida com Certificado de Aeronavegabilidade e registro para operação em território nacional e estrangeiro, com matrícula FAB a ser entregue pela CONTRATADA no ato da entrega da aeronave. O Certificado de Aeronavegabilidade deve ser mantido atualizado durante todo o prazo de execução, sendo os pagamentos dos referidos custos de responsabilidade da CONTRATADA;

3.3.5 Não necessitar de nenhuma manutenção programada de 3º Nível, constante no *Maintenance Plain Document*, nos primeiros doze meses de operação, a contar da data de entrega da aeronave ao COMAER, tais como “Check” C4 e/ou múltiplo (C8, C12, C16...) e Check D, tarefas de inspeções estruturais e de CPCP, S4C e/ou múltiplos (S8C, S12C...).

3.3.6 Possuir conjunto motopropulsor cuja série esteja equipada em, no mínimo, 15% da frota de aeronaves Boeing 767-300ER. A CONTRATADA deverá, no ato da entrega da aeronave, garantir que o motor tenha disponível no mínimo 300 ciclos por ano e 3,0 °C de margem de EGT. Todos os dados dos motores devem ser apresentados nas propostas. Não serão computados os ciclos de partida decorrente de ação de manutenção.

3.3.7 NÃO possuir histórico de acidente.

4. ESPECIFICAÇÃO DOS SERVIÇOS

4.1 DA ESPECIFICAÇÃO DETALHADA DOS SERVIÇOS

A execução dos serviços deste Projeto Básico está dividida em 3 (três) MÓDULOS, sendo o Módulo 1 com pagamento fixo, o Módulo 2 coberto pelo pagamento mensal das horas de voo utilizadas (Preço PBH) e o Módulo 3, sob demanda, com seus respectivos itens a seguir:

4.1.1 MÓDULO 1 – LOCAÇÃO

4.1.1.1 ENTREGA DA AERONAVE À CONTRATANTE

4.1.1.2 OPERAÇÃO DA AERONAVE

4.1.1.3 DEVOLUÇÃO DA AERONAVE À CONTRATADA

4.1.1.4 REQUISITOS DA AERONAVE

4.1.2 MÓDULO 2 – SUPORTE LOGÍSTICO INTEGRADO

4.1.2.1 SUPORTE DE MATERIAL

4.1.2.2 SERVIÇOS DE MANUTENÇÃO

4.1.2.3 CONTROLE E PLANEJAMENTO DE MANUTENÇÃO

4.1.2.4 SUPORTE DE ENGENHARIA

4.1.2.5 SERVIÇOS DE SUPORTE AOS MOTORES

4.1.2.6 FORNECIMENTO DE EQUIPAMENTO DE APOIO À MANUTENÇÃO E AO SOLO

4.1.2.7 PUBLICAÇÕES E CARTÕES DE NAVEGAÇÃO

4.1.2.8 REPRESENTANTE TÉCNICO

4.1.3 MÓDULO 3 – SERVIÇOS ADICIONAIS

4.1.3.1 ATENDIMENTOS DE ENGENHARIA

4.1.3.2 ATENDIMENTOS DE MANUTENÇÃO

4.1.3.3 ATENDIMENTOS DIVERSOS

4.2 DETALHAMENTO DOS MÓDULOS

4.2.1 MÓDULO 1 – LOCAÇÃO

4.2.1.1 ENTREGA DA AERONAVE À CONTRATANTE

4.2.1.1.1 A data limite de entrega da AERONAVE será de 60 dias após a assinatura do contrato, devendo a CONTRATADA informar para a CONTRATANTE a data da entrega da aeronave no ato de assinatura do contrato.



4.2.1.1.2 A CONTRATADA deve incluir no cronograma de entrega, uma data anterior com, pelo menos, 15 dias de antecedência da entrega para permitir que a CONTRATANTE faça uma minuciosa verificação na AERONAVE, com integrantes da COMREC.

4.2.1.1.3 Comporá o processo de entrega da aeronave voos de recebimento realizados por membros da COMREC e da CONTRATADA.

4.2.1.1.4 A aeronave DEVERÁ ser entregue em um CASC de modo que as possíveis discrepâncias encontradas pela COMREC sejam corrigidas de maneira imediata.

4.2.1.1.5 Até o ato da entrega, a CONTRATADA DEVERÁ apresentar a lista de conferência de itens instalados na aeronave, bem como toda sua documentação pertinente.

4.2.1.2 OPERAÇÃO DA AERONAVE

4.2.1.2.1 A CONTRATANTE utilizará a AERONAVE em missões de TRANSPORTE AÉREO LOGÍSTICO, o que inclui, mas não limitado, o transporte de pessoal, tropas armadas e materiais militares, e EVACUAÇÃO AEROMÉDICA, o que inclui o transporte de pessoal e materiais de saúde. O 2º/2º GT também realizará missões de apoio à Presidência da República em todo o globo terrestre.

4.2.1.2.2 A CONTRATANTE deve operar a AERONAVE de acordo com as leis de tráfego aéreo vigentes.

4.2.1.2.3 As taxas aeroportuárias e o combustível utilizado para as missões ficarão a cargo da CONTRATANTE.

4.2.1.3 DEVOLUÇÃO DA AERONAVE À CONTRATADA

4.2.1.3.1 A AERONAVE deve ser devolvida à CONTRATADA ao final do prazo de execução em local a ser definido (em território brasileiro) pelas duas partes.

4.2.1.3.2 Os custos referentes ao combustível para o deslocamento da AERONAVE ao local de devolução serão de responsabilidade da CONTRATANTE.

4.2.1.3.3 A CONTRATADA será a responsável por manter a AERONAVE sob as condições de conservação durante todo o prazo de execução. Os custos para a reforma e manutenção dos itens ATA 25 – equipamentos/mobiliário de interior - estarão incluídos no Preço PBH.

4.2.1.4 REQUISITOS DA AERONAVE

4.2.1.4.1 Configuração Geral da Aeronave:

4.2.1.4.1.1 A aeronave DEVE possuir Certificado de Aeronavegabilidade vigente junto à Autoridade Aeronáutica do país de origem da aeronave ou do detentor do Certificado de Tipo, inclusive com sua validação e de eventuais Certificados Suplementares de Tipo ou Certificados de Modificação, todos validados por Autoridade Aeronáutica brasileira, durante todo o período de vigência do contrato.

4.2.1.4.1.2 A aeronave DEVE cumprir os requisitos necessários e suficientes previstos pelo Código Brasileiro de Aviação de aeronavegabilidade, LEI nº 7.565/1986, pela ANAC ou por Autoridades de Aviação Civil reconhecidas pela ANAC no que tange à garantia da Aeronavegabilidade Continuada inerente à aeronave locada.

4.2.1.4.1.3 Ter data de fabricação posterior a 1º de janeiro de 1990;

4.2.1.4.1.4 Possuir histórico completo de revisões realizadas de acordo com o programa de manutenção do fabricante.



4.2.1.4.1.5 Estar pintada na cor cinza, padrão da Força Aérea Brasileira, de acordo com a OTCA, documento que define todos os parâmetros de pintura das aeronaves da FAB. Esse documento será entregue em até 3 dias úteis após a divulgação do resultado.

4.2.1.4.1.6 A aeronave DEVE ser dotada de APU (*Auxiliary Power Unit*), integrado ao sistema elétrico da aeronave;

4.2.1.4.1.7 A aeronave DEVE possuir um sistema de emergência, que permita o abaixamento do trem de pouso, no caso de falha do sistema principal;

4.2.1.4.1.8 A aeronave DEVE ter capacidade de realizar destanqueio por pressão;

4.2.1.4.1.9 A aeronave DEVE ser capaz de alijar combustível em voo;

4.2.1.4.1.10 O sistema de partida DEVE permitir partida nos motores utilizando o APU;

4.2.1.4.1.11 Em caso de apagamento dos motores em voo, o sistema DEVE permitir reacendimento imediato e partida em voo;

4.2.1.4.1.12 O sistema de freio DEVE possuir *anti-skid* e frenagem automática (*auto-brake*);

4.2.1.4.1.13 A aeronave DEVE dispor de sistema de degelo para as áreas críticas dos motores, dos sistemas e da fuselagem;

4.2.1.4.1.14 A aeronave DEVE possuir equipamento TLE (Transmissor Localizador de Emergência), que seja capaz de transmitir sinais de emergência nas frequências 121.5 MHz, 243 MHz e 406.025 MHz;

4.2.1.4.1.15 A aeronave DEVE ter alcance mínimo de 6.000 NM, dadas as seguintes condições:

- a) Decolagem de pista preparada de, no máximo, 3.000 m, à temperatura ISA+20°C, 100% de umidade relativa e MSL;
- b) Temperatura em rota de ISA+10°C;
- c) Mínimo de 25 toneladas de carga ou 160 passageiros + 10 toneladas de carga; e
- d) Atender as normas civis para reserva de combustível.

4.2.1.4.1.16 Possuir conjunto motopropulsor cuja série esteja equipada em, no mínimo, 15% da frota de aeronaves Boeing 767-300ER. A CONTRATADA deverá, no ato da entrega da aeronave, garantir que o motor tenha disponível no mínimo 300 ciclos por ano e 3,0 °C de margem de EGT. Todos os dados dos motores devem ser apresentados nas propostas. Não serão computados os ciclos de partida decorrente de ação de manutenção.

4.2.1.4.1.17 A aeronave DEVE ser capaz de decolar com carga paga de até 36.000 Kg;

4.2.1.4.1.18 A aeronave DEVE ser capaz de operar nas seguintes condições climáticas:

- a) no solo, entre -15° C e 55° C de temperatura externa, incluindo quaisquer dos seus equipamentos;
- b) em voo, entre ISA -15° C e ISA +35° C; e
- c) entre 0% e 100% de umidade relativa do ar.

4.2.1.4.1.19 A aeronave DEVE possuir sistema de climatização interna que opere no solo, desde antes da partida, em condições de temperatura externa entre -15°C e 55°C, e em voo, entre ISA-15°C e ISA+35°C;

4.2.1.4.1.20 O sistema de climatização DEVE oferecer regulagens independentes de temperatura nas cabines de pilotagem e de carga, com faixa de operação entre 15°C e 27°C;

4.2.1.4.1.21 O controle de temperatura do sistema de climatização DEVE ser automático e com variação máxima de ±3°C em relação à temperatura selecionada, em 90% da área de atuação;

4.2.1.4.1.22 Todos os sistemas da aeronave DEVEM ser protegidos contra danos causados por impactos de chuva, granizo, neblina, atmosfera salina e poeira, por agentes externos, umidade e calor;

4.2.1.4.1.23 A estrutura da aeronave DEVE possuir menos que 25.000 ciclos;

4.2.1.4.1.24 A aeronave DEVE possuir partes intercambiáveis, com peças novas de mesmo PN, alternadas ou superadoras, bem como partes de outras aeronaves do mesmo modelo, sem retrabalho ou força excessiva;

4.2.1.4.1.25 Para a configuração da cabine de passageiros, podem ser utilizados assentos “*Economy*”, “*Comfort*”, “*Recliner*”, “*Angle Flat Lie*”, “*Flat Bed*” e “*Open Suite*”.

- a) assentos *Economy* devem ser distribuídos no mínimo a cada 28 polegadas, possuírem largura mínima de 17 polegadas, e encosto com inclinação regulável;
- b) assentos *Comfort* devem ser distribuídos no mínimo a cada 34 polegadas, possuírem largura mínima de 17 polegadas e encosto com inclinação regulável superior aos assentos *economy*;
- c) assentos *Recliner* devem ser distribuídos no mínimo a cada 50 polegadas, possuírem largura mínima de 20 polegadas, apoio de perna ajustável, apoio de braço individual e encosto com inclinação regulável superior aos assentos *comfort*;
- d) assentos *Angle Lie Flat* devem ser distribuídos no mínimo a cada 59 polegadas, possuírem largura mínima de 19 polegadas, apoio de perna ajustável, capacidade de alinhar o apoio de perna, assento e encosto, além inclinação superior a 160°;
- e) assentos *Flat Bed* devem ser distribuídos no mínimo a cada 60 polegadas, possuírem largura mínima de 19 polegadas, apoio de perna ajustável, capacidade de alinhar o apoio de perna, assento e encosto, além de inclinação superior a 175°; e
- f) assentos *Open Suite* devem ser distribuídos no mínimo a cada 70 polegadas, possuírem largura mínima de 20 polegadas, apoio de perna ajustável, possuem capacidade de alinhar o apoio de perna, assento e encosto, com uma inclinação superior a 175° além de permitir privacidade individual.

4.2.1.4.1.26 A cabine de passageiros deve possuir capacidade de transportar no mínimo:

- a) 180 passageiros em assentos tipo *Economy*; e
- b) 20 passageiros em assentos tipo *Business Class (Angle Flat Lie, Flat Bed ou Open Suite)*

4.2.1.4.1.27 A cabine de passageiros deve possuir configuração interna apresentável e compatível com o transporte de passageiros, aspecto do piso, paredes laterais, teto e compartimento de bagagens preservado e sem manchas aparentes;

4.2.1.4.1.28 A aeronave DEVE possuir, no mínimo, 6 (seis) banheiros com capacidade QTU;

4.2.1.4.1.29 A cabine de passageiros DEVE possuir um número de *galleys* compatíveis com o número de passageiros por compartimento;

4.2.1.4.1.30 A cabine de passageiros DEVE possuir assentos/leitos para descanso dos tripulantes, de preferência com isolamento dos demais assentos. Podem ser considerados, para este fim, assentos da *Business Class*, de preferência em setor com isolamento;

4.2.1.4.1.31 A cabine de passageiros DEVE possuir conversores de frequência instalados e integrados ao sistema de fornecimento de energia existente. Esses DEVEM fornecer energia elétrica para duas tomadas de serviço no cockpit e 12 tomadas de serviço no compartimento de carga superior. Cada tomada fornecerá 110V AC 60 Hz 150W.

4.2.1.4.1.31.1 Caso a aeronave apresentada não atenda o acima listado, não haverá desclassificação da licitante caso seja apresentado, na proposta da empresa licitante, um cronograma de execução do requisito. O prazo para a adequação da aeronave deverá ser de



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no máximo 180 (cento e oitenta) dias a contar da assinatura do contrato, sujeito a apresentação de cronograma para a execução dos serviços. Todos os serviços de adequação da aeronave à proposta serão de responsabilidade da CONTRATADA.

4.2.1.4.1.32 A cabine de passageiros possuir sistema de iluminação normal e de emergência funcionais para todas as cabines, sistema de som (avisos, entretenimento e PA) funcional, janelas e dispositivos de redução de iluminação (*Windows Shade*) em bom estado de conservação, sem cristalizações do plástico de proteção aparentes e funcionais;

4.2.1.4.1.33 A cabine de passageiros DEVE possuir, no mínimo, 04 (quatro) saídas de emergência, além das portas das *galley* e das portas principais;

4.2.1.4.1.34 O porão de cargas (*lower deck*) DEVE possuir compartimento de carga paletizado mecanizado e com portas de carga com abertura para fora da aeronave;

4.2.1.4.1.35 Os componentes e acessórios aplicados e integrados à aeronave, bem como os equipamentos de apoio de solo e o ferramental, DEVEM:

- a) estar completamente desenvolvidos e qualificados no prazo de entrega da aeronave e não depender de licença exclusiva por parte do(s) fornecedor(es);
- b) estar livres de restrições, de ordem política e/ou tecnológica, para exportação por parte do país de origem do material, quando aplicável;
- c) ter seus desempenhos e requisitos comprovados mediante análise dos órgãos técnicos de homologação e certificação brasileiros;
- d) possuir toda a documentação de homologação necessária às análises técnicas, à instalação, à remoção e à manutenção;
- e) apresentar a rastreabilidade de origem dos fornecedores;
- f) estarem disponíveis para aquisição ou locação durante todo o período do contrato; e
- g) disponibilizar um plano de atualização de software e hardware durante o ciclo de vida previsto.

4.2.1.4.1.36 DEVE possuir histórico completo de revisões pelos fabricantes e dentro das exigências internacionais dos planos de manutenção programadas;

4.2.1.4.1.37 A aeronave DEVE ter histórico livre de acidentes aeronáuticos, conforme registros em *logbook*;

4.2.1.4.1.38 DEVE fazer parte do projeto um Plano de Apoio Logístico Integrado (PALI), compreensivo para todo o ciclo de vida da frota, conforme as normas RBHA, FAR e MIL aplicáveis, descrevendo o planejamento, gerenciamento, execução, controle, interfaces e a integração de todo o apoio logístico necessário ao atendimento de todos os requisitos estabelecidos no presente documento. O PALI deverá ser entregue juntamente com a entrega da proposta da empresa;

4.2.1.4.1.39 DEVE ser possível operar a APU em voo, conforme envelope de operação aplicável;

4.2.1.4.1.40 O grupo motopropulsor DEVE incorporar um sistema de controle e monitoração dos parâmetros dos motores, do tipo *Full Authority Digital Electronic Control* (FADEC), ou superador;

4.2.1.4.1.41 Possuir compartimento com sistema de carga paletizado motorizado em ambos os porões (dianteiro e traseiro), contemplando todas as travas para os “pallets” (medidas: 125”X96”, 125”X88” e 60,4”X96”) e contêineres (LD-2 e LD-8), e com portas de carga com abertura para fora da aeronave;

4.2.1.4.1.42 Possuir sistema de combustível com operação em quilos;

4.2.1.4.1.43 Não necessitar de nenhuma manutenção programada de 3º Nível, constante no *Maintenance Plain Document*, nos primeiros doze meses de operação, a contar da data de



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entrega da aeronave ao COMAER, tais como “Check” C4 e/ou múltiplo (C8, C12, C16...) e Check D, tarefas de inspeções estruturais e de CPCP, S4C e/ou múltiplos (S8C, S12C...).

4.2.1.4.1.44 A aeronave DEVE estar equipada com todos os equipamentos de segurança, salvamento e sobrevivência (equipamentos SSS), conforme RBAC 121.

4.2.1.4.1.45 DEVERA ser apresentado o mapa de reparos estruturais, bem como todos os grandes serviços realizados na aeronave e demais informações, conforme Anexo III, juntamente com a apresentação das propostas.

4.2.1.4.1.46 A CONTRATADA DEVERÁ disponibilizar, na entrega da aeronave, a última carta de pesagem, bem como a carta de balanceamento customizada para a configuração da aeronave a ser operada.

4.2.1.4.1.47 Os requisitos listados em 4.2.1.4.1 - 4.2.1.4.1 CONFIGURAÇÃO GERAL DA Aeronave: - são mandatórios no ato do recebimento da aeronave, exceto quando especificado em contrário no próprio texto do item.

4.2.1.4.2 Configuração dos Sistemas de Comunicação e Navegação:

4.2.1.4.2.1 Aeronave deve ser equipada com equipamento *windshear warning system*;

4.2.1.4.2.2 O sistema aviônico e seus equipamentos componentes DEVEM possuir capacidade interna de autodiagnóstico (*Built-In-Test Equipment - BITE*);

4.2.1.4.2.3 O sistema de comunicação DEVE incorporar os seguintes equipamentos:

- a) 03 transmissores de rádios VHF com espaçamento de 8,33kHz com VHF FM immunity;
- b) rádios HF com o código SELCAL registrado;e
- c) equipamentos *transponder*, com pelo menos os modos 3/A,C e SEHS (*Enhanced Surveillance*) ou ELS (*Elementary Surveillance*);

4.2.1.4.2.4 A aeronave DEVE estar homologada a voar:

- a) RNAV (*Area Navigation*), no mínimo RNAV 5 e 1;
- b) RNP (*Required Navigation Performance*), no mínimo RNP 10 e 1;
- c) RVSM (*Reduced Vertical Separation Minima*); e
- d) Com orientação GNSS (*Global Navigation Satellite System*) em todas as fases do voo.

4.2.1.4.2.5 O sistema de navegação DEVE possuir os seguintes equipamentos:

- a) *Backup Flight Instrument - BFI*;
- b) Rádio-altímetro;
- c) Sistema de gravação de voz e dados de vôo (*Cockpit Voice Recorder/Flight Data Recorder*), com o respectivo equipamento para descarga e leitura dos dados gravados, e com recurso de apagamento rápido;
- d) RADAR de missão, com modo meteorológico;
- e) Piloto Automático e Diretor de Voo(PA/FD);
- f) *Digital Air Data Computer - DADC*;
- g) GNSS. Esse equipamento deve ser integrado ao FMC (*Flight Management Computer*) da aeronave;
- h) *Flight Managemant System (FMS)*;
- i) *Inertial Navigation System -INS*;
- j) TCAS (*Traffic Collision Alert and Avoidance System*) no mínimo, tipo II, MK VII;
- l) TAWS (*Terrain Awareness and Warning System*) ou EGPWS (*Enhanced Ground Proximity Warning System*); e

m) Conjunto de VOR/ILS/MB/DME.

4.2.1.4.2.6 A aeronave DEVE estar homologada para, no mínimo, ILS CAT II;

4.2.1.4.2.7 O PA/FD DEVE permitir aproximações de precisão, no mínimo, do tipo ILS CAT II;

4.2.1.4.2.8 A aeronave DEVE ter os seguintes dispositivos de alarme:

- a) alerta visual para as anormalidades nos diversos sistemas, integrados em painel único, com diferenciação de cores entre situações críticas (vermelha) e que requeiram atenção (âmbar);
- b) alerta aural, vinculado ao alerta visual citado no item "a" acima;
- c) alerta visual e aural de proximidade da altura radar selecionada;
- d) indicação ON/FAIL dos diversos dispositivos da aeronave;
- e) alerta aural de proximidade com o solo (TAWS ou EGPWS);
- f) alerta visual e aural de proximidade de tráfegos em voo (TCAS);e
- g) sistema de alarmes integrados via EICAS (*Engine Indication and Crew Alerting System*).

4.2.1.4.2.9 Em caso de perda dos geradores dos motores, os equipamentos de comunicação e navegação de emergência DEVEM permanecer operantes por um tempo não inferior a 30 (trinta) minutos;

4.2.1.4.2.10 O sistema de comunicação e identificação DEVE prever interface com o Sistema de Navegação, permitindo o controle e a seleção da comunicação, da identificação e a transferência de dados;

4.2.1.4.2.11 Possuir equipamentos de navegação homologados e certificados para operação em todos os continentes do globo, incluindo o cumprimento das normas ICAO no que diz respeito ao CNS/ATM; e

4.2.1.4.2.12 FMC com capacidade de dados mínima de 7,0 Mega Bytes, possuir a capacidade de suportar em seu banco de dados todo o globo terrestre (incluindo aerovias de alta e baixa, VOR, intersecções). Possuir a capacidade de ter em seu banco de dados todos os procedimentos (SID, STAR, APCH, ILS, RNAV etc.) em vigor para os aeroportos do mundo (civis e militares).

4.2.1.4.2.12.1 Este requisito deve ser atendido em até 4 (quatro) meses após a entrega. Durante os 4 (quatro) meses, todas as modificações de ciclos solicitadas pela CONTRATANTE, em função da baixa capacidade de armazenamento do FMC, terão seus valores descontados do PBH.

4.2.1.4.2.13 Os requisitos listados em 4.2.1.2.2 – Configuração dos Sistemas de Comunicação e Navegação – são mandatórios no ato do recebimento da aeronave, exceto o item 4.2.1.2.2.12 que possui um prazo diferente já mencionado.

4.2.1.4.3 ETOPS

4.2.1.4.3.1 A aeronave deve possuir certificação ETOPS 180;

4.2.1.4.3.2 A confiabilidade do sistema de comandos de voo DEVE ser comprovada para todas as condições de operação da aeronave;

4.2.1.4.3.3 O grupo motopropulsor DEVE possuir certificação para operação ETOPS 180; e

4.2.1.4.3.4 O APU DEVE ser certificado para cumprir ETOPS 180.

4.2.1.4.3.5 Os requisitos listados em 4.2.1.4.3 são mandatórios no ato do recebimento da aeronave.

4.2.2 MÓDULO 2 – SUPORTE LOGÍSTICO INTEGRADO

4.2.2.1 SUPORTE DE MATERIAL

4.2.2.1.1 Componentes

a) A CONTRATADA se compromete a fornecer dentro da cobertura do Preço PBH, todos os componentes necessários e suficientes à manutenção programada e não programada de Níveis Orgânico (1º Nível de Manutenção), Intermediário (2º Nível de Manutenção) e Parque (3º Níveis de Manutenção). Os componentes para a manutenção do Sistema Equipamento/Mobiliário do interior da aeronave – ATA 25 – estão cobertos pelo Preço PBH.

b) Os Componentes utilizados no curso dos Serviços de Manutenção deverão ser fornecidos pela CONTRATADA. Cada COMPONENTE instalado deverá cumprir com as exigências da Autoridade Aeronáutica.

c) O fornecimento de Componentes Descartáveis deverá ser efetuado pela CONTRATADA, sem custos adicionais ao Preço PBH.

d) Todas as remessas de Componentes da CONTRATADA para a CONTRATANTE deverão estar acompanhadas das respectivas notas fiscais e outros documentos exigíveis por Lei, incluindo, mas de maneira não limitada, as fichas que contenham a rastreabilidade do componente, LOG BOOK, Cadernetas, Fichas de itens controlados quando for o caso, Certificados de Conformidade, Relatório de Execução de Serviço do Reparador etc.

e) A CONTRATADA deverá repor qualquer COMPONENTE Sem Condição de Uso removido por possuir uma determinada vida útil ou no curso de uma manutenção programada ou em consequência de uma manutenção não programada executada. A CONTRATADA será responsável pela embalagem de acordo com a ATA300 e pelo envio do COMPONENTE de acordo com as condições de REMESSA PADRÃO, ao CASC ou ao Estabelecimento da CONTRATANTE, salvo se a CONTRATANTE julgar necessário transportar por conta própria o Componente até o local da Aeronave. Qualquer procedimento ou custo não caracterizado como condição de REMESSA PADRÃO também será de responsabilidade da CONTRATADA, já incluídos no escopo do Preço PBH. A CONTRATADA deverá enviar o COMPONENTE Sem Condição de Uso ao CASC em até 05 (cinco) dias úteis após a remoção do COMPONENTE da AERONAVE.

g) O prazo máximo para disponibilizar a aeronave por conta de troca de componentes, principalmente, se tratando de AOG, a contar do recebimento pela CONTRATADA da solicitação formal feita pela CONTRATANTE, é de:

g.1) Aeronave no 2º/2º GT: 24 (vinte e quatro) horas para itens de consumo e 48 (quarenta e oito) horas para itens de reparo;

g.2) Aeronave em aeroportos domésticos ou em qualquer aeroporto na América do Sul servidos pela aviação comercial regular: 72 (setenta e duas) horas;

g.3) Aeronave nos demais aeroportos: 96 (noventa e seis) horas.

h) Será levado em consideração quanto o não cumprimento do período do tempo estabelecido acima, somente em casos não previstos ou fora de controle da CONTRATADA, tais como alterações atmosféricas ou eventos da natureza que impeçam o fluxo de tráfego aéreo para a localidade em que o material/pessoal deva ser enviado. Na ocorrência de algum destes casos, a CONTRATADA deverá encaminhar formalmente à CONTRATANTE as razões do atraso, devidamente comprovadas através de documentos comprobatórios anexos, e os procedimentos adotados para a solução do problema, para justificação do tempo maior decorrido para atendimento ao AOG.

i) os prazos e condições estabelecidos neste documento para a logística de transporte de materiais são requisitos cumulativos àqueles requisitos associados à disponibilidade e despachabilidade da aeronave.

4.2.2.1.2 Material de Consumo

a) A CONTRATADA se compromete a fornecer, sem ônus adicional para a CONTRATANTE e dentro da cobertura do Custo do PBH, todos os materiais de consumo necessários à manutenção programada e não programada de Níveis Orgânico (1º Nível de Manutenção), Intermediário (2º Nível de Manutenção) e Parque (3º Nível de Manutenção), incluindo os materiais para a execução dos serviços descritos no item 1.2.4.

b) Consumíveis a Granel e suprimentos relacionados devem ser providenciados pela CONTRATADA, todos dentro da cobertura do Preço PBH.

4.2.2.1.3 Todos os materiais envolvidos na operação de manutenção da AERONAVE (incluindo componentes e materiais de consumo) devem ter seus custos de transporte e liberação alfandegária incluídos no Preço PBH. Isto também é válido para atendimentos emergenciais em território nacional e internacional.

4.2.2.1.4 Estratégia de Suprimento

a) A CONTRATANTE reservará um espaço no Hangar do 2º/2º GT para que um estoque mínimo de materiais e componentes seja mantido, controlado e utilizado pela CONTRATADA, com o intuito de maximizar a disponibilidade e despachabilidade da AERONAVE.

b) A CONTRATADA deverá manter um ESTOQUE DE TROCA ou alugar/adquirir de terceiros os COMPONENTES, que sejam necessários e suficientes para o cumprimento das obrigações da CONTRATADA especificadas neste Projeto Básico no que se refere à disponibilidade e despachabilidade.

c) A CONTRATADA deverá manter os Componentes do ESTOQUE DE TROCA ou os alugados /adquiridos de terceiros de acordo com os regulamentos da ANAC aplicáveis para assegurar que os componentes a serem utilizados estejam adequados para o uso. A CONTRATADA deverá arcar com todos os custos associados à manutenção do ESTOQUE DE TROCA, ALUGUEL /AQUISIÇÃO DE COMPONENTES incluindo, mas não limitado a, depreciação, frete, seguro, custos de reparo. A CONTRATADA deverá também ser responsável pelo gerenciamento do inventário, da garantia, do reparo e da reposição de todos Componentes abrangidos pelo ESTOQUE DE TROCA, ALUGUEL /AQUISIÇÃO.

4.2.2.2 SERVIÇOS DE MANUTENÇÃO

a) Os Serviços de Manutenção a serem prestados pela CONTRATADA, ou por outra fonte indicada pela CONTRATADA, deverão atender todas as exigências da Autoridade Aeronáutica Local.

b) Os referidos Serviços de Manutenção incluirão a mão de obra e materiais necessários à realização de manutenção programada e não programada de Níveis Orgânico (1º Nível de Manutenção), Intermediário (2º Nível de Manutenção) e Parque (3º Nível de Manutenção). A mão de obra e as atividades de manutenção de pré-voos, intervalos e pós-voos e manutenções nível pista (1º Nível de Manutenção), no que diz respeito a reabastecimento de combustível e oxigênio, reabastecimento de óleo hidráulico e óleo do motor e calibragem de pneus, estarão a cargo do 2º/2º GT, mediante capacitação dos militares do 2º/2º GT a ser fornecida pela CONTRATADA.



c) A CONTRATADA deverá garantir que a mão de obra empregada será qualificada e suficiente para a realização dos serviços na Aeronave (conforme legislação aeronáutica em vigor).

d) A CONTRATADA será responsável por todo o serviço de pintura, seja relativo ao acabamento estético ou à integridade estrutural da aeronave.

4.2.2.2.1 MANUTENÇÃO PROGRAMADA

a) Toda Manutenção Programada deverá ser realizada por um CASC indicado pela CONTRATADA. A Manutenção Programada deverá ser realizada de acordo com o Programa de Manutenção aplicável aprovado. Este programa deverá abranger as tarefas e intervalos propostos pela CONTRATADA e aprovados pela CONTRATANTE, os quais poderão ser periodicamente ajustados pela CONTRATADA, em comum acordo com a CONTRATANTE. O Programa de Manutenção aprovado pela CONTRATANTE deverá estar de acordo com o MPD do Fabricante e com o amparo do Setor de Engenharia da CONTRATADA.

b) A execução das tarefas previstas neste Projeto Básico, conforme determinado no PMA desenvolvido pela CONTRATADA, engloba, mas não se limita aos Checks A e C, todos os Checks Estruturais, as Tarefas Fora-de-Fase e todos os cheques correspondentes aos 3 níveis de manutenção, tomando por base o esforço médio anual previsto para a AERONAVE (700 FH).

c) A CONTRATANTE deverá transportar a AERONAVE para o CASC para a Manutenção Programada, dentro dos prazos estipulados pela CONTRATADA em consonância com o PMA.

d) A CONTRATANTE agendará com a CONTRATADA, em até 45 dias antes da data programada na diagonal de manutenção, o início da manutenção programada no CASC, podendo ser alterada, por interesse exclusivo da CONTRATANTE, a data da manutenção programada. A CONTRATADA deverá dar prioridade à AERONAVE fruto desse Projeto Básico, a fim de atender a CONTRATANTE, em virtude de ser uma aeronave estratégica.

e) Os FINDINGS resultantes da realização da Manutenção Programada no CASC serão tratados como segue:

e.1) A substituição de Componentes será de responsabilidade da CONTRATADA de acordo com a taxa fixa de custos de mão de obra e materiais, já contemplados no Preço PBH.

f) A CONTRATADA será responsável pelos Serviços de Manutenção e por todos os custos relacionados à mão de obra adicional, transporte, acomodações, refeições e outras despesas relacionadas. Em caso de manutenções realizadas fora da cidade do Rio de Janeiro – RJ, a CONTRATADA também será responsável por arcar com as despesas de hospedagem, alimentação e traslados hotel-CASC-hotel dos tripulantes e pessoal técnico da CONTRATANTE necessários para o traslado da aeronave até o CASC indicado.

4.2.2.2.2 MANUTENÇÃO NÃO PROGRAMADA

a) A manutenção não programada deverá ser realizada, preferencialmente, em um CASC indicado pela CONTRATADA.

b) Os Serviços de Manutenção associados à realização de uma manutenção não programada em um CASC serão como segue:

b.1) A substituição de componentes e mão de obra durante os Serviços de Manutenção não programada será arcada pela CONTRATADA, já contemplados no Preço PBH.

4.2.2.2.1 Fora do CASC

a) Na hipótese de ocorrência de uma situação AOG dentro da região geográfica da aeronave, os Serviços de Manutenção não programada somente poderão ser executados por um Centro de Manutenção Autorizado pela CONTRATADA.

a.1) A CONTRATADA será responsável pelo pagamento dos custos de mão de obra, componentes e materiais do Serviço de Manutenção junto ao centro de manutenção autorizado pela CONTRATADA, e estão cobertos pelo PBH.

a.2) Todos os custos de transporte, hospedagem, alimentação e outros referentes ao deslocamento dos técnicos do CASC serão de responsabilidade da CONTRATADA.

4.2.2.2.2 Fora da Região Geográfica da Aeronave

4.2.2.2.2.1 Os Serviços de Manutenção da Aeronave e seus Componentes, operando fora da Região Geográfica da Aeronave, serão prestados da seguinte forma:

a) Serviços de Manutenção Não Programada.

a.1) A CONTRATADA será responsável pelos custos dos Serviços de Manutenção e deverão ser prioritariamente realizados em um CASC.

b) Serviços de Manutenção Não Programada, em um local que não um CASC, fora da Região Geográfica da Aeronave, em virtude de uma situação AOG será conforme descrito abaixo:

b.1) O CASC mais próximo do local, onde se encontra a AERONAVE, deverá ser informado pela CONTRATADA, após notificação da CONTRATANTE e terá a oportunidade de sanar a situação AOG, mediante uma prévia autorização da CONTRATANTE no prazo máximo de **48 horas** a partir da situação AOG.

b.2) A CONTRATANTE deverá primeiramente contatar a CONTRATADA para a obtenção de aprovação formal do centro de manutenção que irá executar o serviço. A CONTRATADA deverá fornecer a aprovação formal em até **48 horas** após a situação de AOG.

b.3) A CONTRATADA será responsável pelos Serviços de Manutenção e por todos os custos relacionados à mão de obra adicional, transporte, acomodações, refeições e outras despesas relacionadas. Em caso de manutenções realizadas fora da cidade do Rio de Janeiro – RJ, a CONTRATADA também será responsável por arcar com as despesas de hospedagem, alimentação e traslados hotel-CASC-hotel dos tripulantes e pessoal técnico da CONTRATANTE necessários para o traslado da aeronave até o CASC indicado.

b.4) Se a CONTRATANTE decidir que a Aeronave será diretamente reparada pela oficina de reparo local que não um CASC, sem a aprovação da CONTRATADA, a CONTRATANTE será responsável pelo reparo efetuado e pelo pagamento de tais serviços, não cabendo qualquer ressarcimento ou responsabilidade pela CONTRATADA.

b.5) A CONTRATADA não será responsável por quaisquer Serviços de Manutenção que não tenham sido previamente por ela aprovados.

4.2.2.3 CONTROLE E PLANEJAMENTO DE MANUTENÇÃO

a) A CONTRATANTE fornecerá à CONTRATADA todo e qualquer dado e informação necessários para a confecção do Programa de Controle e Planejamento de Manutenção da CONTRATADA durante o prazo do Contrato. A CONTRATADA irá elaborar o Programa de Controle e Planejamento de Manutenção, conforme informações do fabricante, o qual deverá englobar, mas não limitado a estes, as informações do MPD, as AD e os SB

aplicáveis e o controle dos COMPONENTES com ou sem limite de vida útil, sendo enviado para a CONTRATANTE a cada 15 dias. O programa de Controle e Planejamento de Manutenção permite à CONTRATADA monitorar as exigências de manutenção da AERONAVE e é um método de troca de informações entre as Partes.

b) A CONTRATADA é a responsável pela manutenção da Aeronavegabilidade da AERONAVE durante todo o prazo de vigência do contrato.

c) A CONTRATANTE se compromete a fornecer todos os dados e informações que a CONTRATADA ou o CASC solicitarem e sejam considerados pela CONTRATANTE necessários, e concorda em fazer os melhores esforços para atender tais solicitações no modo, forma e prazo que a CONTRATADA estabelecer, desde que previamente acordados os modelos de formulários em que tais informações deverão ser prestadas.

d) A CONTRATADA será responsável pela implantação da AERONAVE, dos motores e dos componentes no seu sistema de controle técnico e pelo fornecimento de banco de dados compatíveis com o SILOMS, para posterior acompanhamento da AERONAVE no SILOMS.

e) É discricionário da CONTRATANTE a incorporação dos dados da AERONAVE no SILOMS.

f) A veracidade e a precisão de todas as informações e dados são de responsabilidade da CONTRATANTE.

g) A CONTRATANTE também concorda que o método a ser utilizado ou aplicado no programa de Controle e Planejamento de Manutenção para transmitir, armazenar, ou registrar tais informações e dados serão propostos pela CONTRATADA e aprovados pela CONTRATANTE e poderão ser modificados pela CONTRATADA em comum acordo com a CONTRATANTE.

4.2.2.3.1 PROGRAMA DE CONTROLE E PLANEJAMENTO DE MANUTENÇÃO

a) A CONTRATADA poderá atualizar o MPD no Programa de Controle e Planejamento de Manutenção em cada revisão, com o prévio consentimento da CONTRATANTE.

b) A CONTRATADA irá fornecer à CONTRATANTE quaisquer justificativas técnicas disponíveis para alterações ou variações do MPD, se tais variações ou alterações forem aprovadas pela CONTRATADA, conforme orientação do fabricante.

c) A CONTRATADA poderá, a seu critério ou sob solicitação da CONTRATANTE, recomendar tarefas para a revisão e aprovação da CONTRATANTE.

d) A CONTRATADA realizará a elaboração e atualização do Programa de Manutenção da AERONAVE, em comum acordo com a CONTRATANTE, levando em consideração o status de modificações da AERONAVE e seus requisitos operacionais. Ver alínea “a” deste item.

e) Os Programas de Manutenção dos Motores e seus componentes (CM/HT/OC/LLP) deverão ser definidos pelo fabricante e inseridos no Programa de Controle e Planejamento de Manutenção pela CONTRATADA.

f) A CONTRATADA realizará a confecção e a atualização da Lista Mínima de Equipamentos para despacho da AERONAVE (MEL).

g) Os períodos reservados para cada inspeção serão definidos de acordo com o Planejamento de Manutenção elaborado pela CONTRATADA em coordenação com a CONTRATANTE.

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4.2.2.3.2 FORNECIMENTO DE DADOS

- a) O programa de Controle e Planejamento de Manutenção deverá fornecer à CONTRATANTE uma “Lista de Obrigações” como uma ferramenta para auxiliar a programação e o cronograma dos requisitos de manutenção aplicáveis à AERONAVE.
- b) A CONTRATANTE encaminhará à CONTRATADA, na forma e prazo indicados pela CONTRATADA, os dados de FH, FC, AH, e AC, no mínimo, quinzenalmente, ou em periodicidade razoável a ser acordada, e quaisquer outras informações aplicáveis para o Programa de Controle e Planejamento de Manutenção.
- c) A CONTRATADA ou o CASC encaminhará à CONTRATANTE, na forma e prazo indicados pelo Contrato, os dados do COMPONENTE de cada evento de Substituição de COMPONENTE programada e não programada na AERONAVE do Programa de Controle e Planejamento de Manutenção para que sejam inseridos no SILOMS.
- d) A CONTRATADA ou o CASC encaminhará à CONTRATANTE, um mês após o término da atividade, os dados de cumprimento de cada evento de Manutenção Programada e de Manutenção Não Programada na AERONAVE do programa de Controle e Planejamento de Manutenção para que sejam inseridos no SILOMS.

4.2.2.3.3 DIRETRIZES DE AERONAVEGABILIDADE

- a) A CONTRATADA irá adicionar os dados de AD aplicáveis ao Programa de Controle e Planejamento de Manutenção com base na data de publicação da AD e data de seu cumprimento (Prazo Final). A data de cumprimento aparecerá na “Lista de Obrigações” com os dias/horas/ciclos aplicáveis, conforme aplicável, até cumprida a AD.
- b) A CONTRATADA irá adicionar os dados de AD aplicáveis de natureza repetitiva ao Programa Controle e Planejamento de Manutenção na próxima obrigação de serviço/manutenção incluída na “Lista de Obrigações” no intervalo aplicável.
- c) A CONTRATADA ou o CASC encaminhará à CONTRATANTE, na forma e prazo indicados pelo Contrato, os dados de cumprimento de cada Diretriz de Aeronavegabilidade atendida pela AERONAVE para o Programa de Controle e Planejamento de Manutenção.
- d) A CONTRATADA deverá informar à CONTRATANTE as Diretrizes de Aeronavegabilidade de motores que forem atendidas. A CONTRATADA irá incluir os dados das Diretrizes de Aeronavegabilidade dos motores no Programa de Controle e Planejamento de Manutenção e a CONTRATANTE indicará a data de cumprimento para futuras referências.
- e) A CONTRATADA realizará a criação do banco de dados de AD.
- f) Os custos de cumprimento de AD estão incluídos no Preço PBH.

4.2.2.3.4 Boletins de Serviço e Diretivas Técnicas em geral.

- a) A CONTRATANTE, após análise detalhada e parecer FAVORÁVEL ou DESFAVORÁVEL pelo setor de Engenharia da CONTRATADA, deverá informar à CONTRATADA todos os Boletins de Serviços Recomendados e Diretivas Técnicas que deverão ser incorporados à AERONAVE, no caso dos boletins e diretivas que afetarem diretamente a execução das missões desempenhadas pelo 2º/2º GT. A CONTRATADA irá incluir tais Boletins de Serviços no Programa de Controle e Planejamento de Manutenção e a CONTRATANTE indicará a data de cumprimento para futuras referências.
- b) A CONTRATADA deverá informar à CONTRATANTE todos os Boletins de Serviços, incluindo os de motores, que foram incorporados na AERONAVE previamente ao início do

contrato. A CONTRATADA irá incluir tais Boletins de Serviços de motores no Programa de Controle e Planejamento de Manutenção com as respectivas datas de cumprimento para futuras referências.

c) A CONTRATADA realizará criação do banco de dados de SB.

d) A CONTRATADA deverá cumprir todas as diretrizes técnicas mandatórias emitidas pela ANAC, pertinentes à série da AERONAVE dentro do prazo estabelecido na vigência do Contrato.

e) Os custos de cumprimentos de todos os Boletins de Serviço e Diretrizes Técnicas a serem executados estão incluídos no Preço PBH.

4.2.2.3.5 Relatórios Mensais e Manutenção de Dados

a) A CONTRATANTE se compromete a fornecer à CONTRATADA todos os dados necessários para o Programa de Controle e Planejamento de Manutenção acerca dos Serviços de Manutenção prestados.

b) A CONTRATADA emitirá mensalmente, relatórios de planejamento de manutenção da AERONAVE, motores e componentes.

4.2.2.4 SUPORTE DE ENGENHARIA

4.2.2.4.1 A CONTRATADA colocará à disposição da CONTRATANTE os seus serviços de Engenharia, para prover todo o suporte e assistência técnica necessários e suficientes à operação da AERONAVE pela CONTRATANTE e manutenção da AERONAVE pela CONTRATADA durante todos os dias da semana, 24 horas por dia.

a) Em operação, não limitado a:

a.1) fornecimento de suporte técnico para atender às necessidades de apoio solicitadas (Programa de Suporte de Assistência por Chamada, Esquema de Reparo e Assistência Técnica de Campo) e fornecimento de "*troubleshooting*" remoto, via *HelpDesk* técnico;

a.2) elaboração e fornecimento de "*Maintenance Task Cards*" (Fichas de Manutenção) para as inspeções de pré-voo, inter-voo, pós-voo, pernoite, Checks e respectivas revisões baseadas em atualizações emitidas pela CONTRATADA e demais fabricantes de componentes, motores e APU, e por alterações no perfil de operações;

a.3) análise de SB, CN e AD com encaminhamento para a CONTRATANTE por intermédio de Relatórios de Aplicabilidade;

a.4) análise dos gráficos de desempenho dos motores;

a.5) acompanhamento do desempenho dos sistemas da AERONAVE;

a.6) análise da degradação do desempenho da AERONAVE;

a.7) análise de confiabilidade com emissão mensal de relatórios da AERONAVE, motores e componentes;

a.8) controle técnico de manutenção para tarefas preventivas e remoção de componentes para revisão ou substituição;

4.2.2.5 SERVIÇOS DE SUPORTE AOS MOTORES

4.2.2.5.1 As atividades de manutenção programada e não programada de Nível Orgânico (1º Nível de Manutenção, incluindo lavagem de compressor a cada 4 meses), Nível Intermediário (2º Nível de Manutenção) e Parque (3º Nível de Manutenção) nos motores, com exceção das atividades citadas no item 1.2.4, estarão a cargo da CONTRATADA.

4.2.2.5.2 Na ocorrência de indisponibilidade ou a perda de operacionalidade do(s) motor(es) para o voo, a CONTRATADA ficará obrigada a providenciar um motor reserva

do seu ESTOQUE ou obtê-lo, quando não o tiver disponível, num prazo de até 7 dias (no Brasil) e 10 dias (no exterior), descontados o tempo de desembarço alfandegário.

4.2.2.5.3 A CONTRATADA irá arcar com todos os custos inerentes ao transporte dos motores, incluindo taxas alfandegárias e taxas de importação e exportação.

4.2.2.5.4 A CONTRATADA deverá realizar um monitoramento contínuo dos parâmetros dos motores, a fim de antecipar quaisquer necessidades de manutenções. A análise desses dados devem ser disponibilizados à CONTRATANTE quinzenalmente ou por meio de brochuras em papel, mídia eletrônica ou acessos web (internet).

4.2.2.6 FORNECIMENTO DE EQUIPAMENTO DE APOIO À MANUTENÇÃO E AO SOLO

4.2.2.6.1 A CONTRATADA se compromete a fornecer, sem nenhum custo adicional, os Equipamentos de Apoio à Manutenção e ao Solo, para os serviços realizados nas oficinas da CONTRATADA e para os serviços realizados pelo 2º/2º GT.

4.2.2.6.2 Entende-se, no âmbito deste contrato, que os Equipamentos de Apoio à Manutenção e ao Solo, são as escadas, plataforma elevatória, ventiladores de tanque, e outras necessárias para as operações básicas de manutenção pré-voos e inter-voos.

4.2.2.6.3 A CONTRATANTE disponibilizará local para guarda dos equipamentos no 2º/2º GT, bem como fornecerá militares para operá-los, mediante treinamento da CONTRATADA.

4.2.2.6.4 A CONTRATANTE se obriga a reportar a ocorrência de qualquer mal funcionamento nos equipamentos durante o período do contrato, bem como a devolvê-los ao final do mesmo.

4.2.2.7 PUBLICAÇÕES

a) A CONTRATADA disponibilizará e manterá atualizadas todas as Publicações necessárias e suficientes para a Manutenção e Operação aplicáveis à AERONAVE, motores, acessórios e equipamentos;

b) A CONTRATADA poderá disponibilizar as informações de que trata a letra 'a' por meio de mídia eletrônica e acessos web (internet) e as publicações de bordo deverão ser impressos, conforme o item 4.2.2.7.1, com exceção das letras g, h, i, m, n e o;

c) A CONTRATADA manterá atualizadas as informações de que trata a letra 'a' ao longo de todo o período de execução do CONTRATO;

d) o Nível de Manutenção mínimo a que se referem as informações de Manutenção descritas na letra 'a' será:

d.1) até o 3º Nível de Manutenção, para as informações a serem disponibilizadas para o PAMA-GL; e

d.2) conforme item 1.2.4, para as informações a serem disponibilizadas para o 2º/2º.

4.2.2.7.1 Lista de publicações a serem fornecidas e atualizadas pela CONTRATADA, não limitada a:

a) FCOM1 - "Flight Crew Operations Manual" (Vol. 1);

b) FCOM2 - "Flight Crew Operations Manual" (Vol. 2);

c) FCTM - "Flight Crew Training Manual";

d) QRH - "Quick Reference Handbook";

e) W&B - "Weight and Balance";

f) "Aircraft Maintenance Manuals";

- g) "Airline Maintenance Inspection Intervals";
- h) "Baggage/Cargo Loading Manuals";
- i) "Certification Maintenance Requirements";
- j) "Fault Isolation Manuals";
- k) "Fault Reporting Manuals";
- l) "Fuel Measuring Stick Manuals";
- m) "Illustrated Tool & Equipment Manuals";
- n) "Maintenance Facility & Equipment Planning Documents"; e
- o) "Special Tool and Ground Handling Drawing Indexes".

4.2.2.8 REPRESENTANTE TÉCNICO

4.2.2.8.1 A CONTRATADA DEVERÁ disponibilizar os serviços de um (01) Representante Técnico para suporte a campo, que permanecerá localizado na Base principal de Operação e Manutenção da FAB (2º/2º GT). O Representante Técnico orientará e dará assistência à equipe da FAB na manutenção da AERONAVE durante a sua operação, atuando como interface entre as partes, assessorando os técnicos e mecânicos do 2º/2º GT.

4.2.2.8.2 Os Serviços do Representante Técnico consistirão nas seguintes atividades:

- a) Assistir ao pessoal técnico da FAB nas atividades de manutenção descritas no item 1.2.4 e nas operações da Aeronave;
- b) Orientar a equipe técnica da FAB na correta utilização das Publicações Técnicas e os equipamentos de apoio ao solo da AERONAVE;
- c) Apoiar o pessoal técnico da FAB na implantação dos procedimentos de segurança relacionados à manutenção da AERONAVE;
- d) Complementar o treinamento prático dos técnicos da FAB (operação e manutenção) por meio de treinamento direto ("On-The-Job-Training") toda vez que ocorrer implantação de novos equipamentos.

4.2.2.8.3 O Representante Técnico da CONTRATADA estará disponível todo momento, a fim de garantir o Suporte necessário para assegurar a operacionalidade da aeronave da seguinte forma:

- a) No caso de atendimento via telefone, a resposta para a assistência técnica será imediata;
- b) No caso de que se requeira a presença do Representante Técnico, o suporte à demanda será imediato, considerando-se apenas o tempo de locomoção até local onde a aeronave se encontre.

4.2.2.8.4 A carga horária do Representante Técnico será de 08 (oito) horas por dia totalizando uma carga de 40 (quarenta) horas semanais. Os Serviços do Representante Técnico serão prestados de 08:00 horas as 17:30 horas, em uma sala nas instalações do 2º/2º GT, considerando 01:30 h para as refeições.

4.2.3 MÓDULO 3 - SERVIÇOS ADICIONAIS

4.2.3.1 Será considerado Serviço Adicional as seguintes condições:

- a) Culpa exclusiva da CONTRATANTE;
- b) FOD;
- c) Ato terrorista;
- d) Catástrofe natural;
- e) Guerra e conflito;
- f) Operação da aeronave fora do manual de voo.

4.2.3.2Atendimentos específicos:

4.2.3.2.1 Será aplicado, mediante solicitação formal da CONTRATANTE, quando ocorrerem situações especiais que requeiram análise técnica não rotineira de profissionais especializados em caso de ocorrências previstas no item 4.2.3.1.

4.2.3.3 Atendimentos de manutenção:

4.2.3.3.1 Será aplicado, mediante solicitação formal da CONTRATANTE, quando ocorrerem situações especiais que requeiram emprego não rotineiro de profissionais especializados em caso de ocorrências previstas no item 4.2.3.1.

4.2.3.4 Atendimentos diversos:

4.2.3.4.1 Será aplicado, mediante solicitação formal da CONTRATANTE, quando ocorrerem situações descritas no item 4.2.3.1. que requeiram emprego não rotineiro de profissionais especializados em atividades que não estão incluídas no Preço PBH.

4.2.3.5 Os Serviços adicionais ao Preço PBH serão cobrados segundo o formato **TIME & MATERIAL**.

4.2.3.6 MATERIAIS E EQUIPAMENTOS A INCORPORAR

4.2.3.6.1 Não será permitido à CONTRATADA, sob nenhum pretexto, a remoção ou a incorporação de qualquer COMPONENTE relacionado à AERONAVE, cujo escopo esteja fora do Preço PBH, sem que haja a prévia coordenação e a autorização expressa do FISCAL DO CONTRATO.

5. JUSTIFICATIVA DA CONTRATAÇÃO

5.1 Em 1984 o Estado-Maior da Aeronáutica (EMAER) iniciou estudos para a implantação de uma nova aeronave que atendesse às necessidades de incremento da capacidade de Transporte Aéreo Logístico (TAL) da Força Aérea Brasileira.

5.2 Em 1986, a FAB incorporou ao seu acervo quatro aeronaves Boeing 707 (KC-137) que foram alocadas no 2º/2º Grupo de Transporte, ampliando a gama de possibilidades de realização de missões da Força Aérea Brasileira (FAB).

5.3 Após 27 anos de operação e considerando o cenário atual da aviação mundial, as aeronaves KC-137 não acompanharam a evolução tecnológica exigida para uma operação segura, econômica e ecológica. Os motores tornaram-se ultrapassados, com elevado nível de falhas operacionais e passaram a apresentar níveis de ruído inaceitáveis para os padrões globais.

5.4 Ademais, as possíveis modernizações do KC-137 no âmbito do COMAER foram julgadas inadequadas, devido à impossibilidade de atualização do vetor pelo seu elevado grau de obsolescência e devido ao grande valor do investimento frente ao pequeno ganho operacional resultante de uma possível e limitada modernização.

5.5 Em decorrência do processo global de desativação dos Boeing 707 que estavam em operação na aviação civil, houve uma notória descontinuidade do fornecimento de peças de reposição do equipamento, assim como passaram a existir enormes dificuldades para treinamento em simulador de voo das tripulações, em função do pouco atrativo apelo comercial da aeronave.

5.6 A necessidade de desativação da frota tornava-se iminente, o salto tecnológico da aviação mundial há muito já havia deixado para trás o Boeing 707. Todo este contexto tornava muito onerosa a manutenção de sua operação e o equipamento já não atendia mais às necessidades operacionais da Força Aérea.

5.7 Foi dentro desta realidade que surgiu o Projeto KC-X2, como foi chamado o processo de substituição dos aviões KC-137. Foi ele, então, instituído pelo Estado-Maior da Aeronáutica (EMAER) em 2008 e conduzido pela Comissão Coordenadora do Programa Aeronave de Combate (COPAC). Buscavam-se as melhores soluções existentes no mercado, considerando-se requisitos técnico-operacionais, logísticos, industriais e a devida compensação comercial e tecnológica para o Estado brasileiro.

5.8 No dia 14 de março de 2013, através de nota oficial do Comando da Aeronáutica, a Empresa Israel Aerospace Industries – IAI foi anunciada como vencedora do processo de seleção da nova Aeronave Pesada de Carga da FAB. Esta empresa foi selecionada para a conversão de aeronaves comerciais Boeing 767-300ER em plataformas capazes de suprir as necessidades da FAB.

5.9 Após o acidente ocorrido durante a decolagem do Aeroporto de Porto Príncipe – Haiti em 2013, houve uma suspensão de todos os voos das aeronaves KC-137 (Boeing 707) e, em reuniões realizadas nos dias 05 e 06 de junho de 2013, o Alto-Comando da Aeronáutica deliberou pela suspensão definitiva da operação da frota. Em consonância, foi determinado o prosseguimento das tratativas relativas ao processo de Aquisição da Aeronave Pesada de Carga para substituição das aeronaves então desativadas, as quais dariam continuidade aos serviços prestados pelas aeronaves KC-137 à FAB e, por extensão, ao Brasil.

5.10 Durante os últimos anos, o 2º/2º GT, Unidade Aérea designada para receber a primeira aeronave Boeing 767-300ER, equipamento essencial para a Defesa Nacional, operou uma aeronave contratada através de uma locação anterior.

5.11 Sendo assim, este Projeto Básico tem como objetivo viabilizar uma alternativa, ainda que parcial em comparação ao Projeto KC-X2 sob aspectos operacionais, rápida, temporária e de custos compatíveis com a realidade atual do país e da Força Aérea. Essa alternativa visa manter a FAB com uma aeronave estratégica, de longo alcance, com alta confiabilidade e grande capacidade de transporte de passageiros e de carga. Com a manutenção de uma aeronave deste porte, espera-se que parte das missões de outros Projetos, como o C-130, C-295 e VC-2, continuem a ser absorvidas o que, em tese, promoveria uma redução em seus esforços aéreos. Vale ressaltar que a alternativa em questão não substitui de maneira exaustiva o Projeto KC-X2.

5.12 A contratação pretendida consiste na execução dos SERVIÇOS DE LOCAÇÃO, COM SUPORTE LOGÍSTICO, baseados NO PAGAMENTO MENSAL DE HORAS DE VOO UTILIZADAS (*Power By The Hour – PBH*), de (01) uma AERONAVE BOEING 767-300ER e seus equipamentos, de acordo com as especificações constantes no Projeto Básico e parcela fixa para o pagamento da locação que, também, apoiará a manutenção da disponibilidade da cadeia logística de suprimento. O objeto da licitação possui um item, o qual engloba 3 (três) módulos, nominados da seguinte forma: 1 – LOCAÇÃO; 2 – SUPORTE LOGÍSTICO INTEGRADO; e 3 – SERVIÇOS ADICIONAIS.

5.12.1 Os módulos 1 a 2 englobam os serviços de locação e suporte logístico, os quais incluem o fornecimento de uma aeronave BOEING 767-300ER, o que possibilitará à FAB cumprir as missões de Transporte Aéreo Logístico, Evacuação Aeromédica e missões de apoio à Presidência da República em todo o globo terrestre. Também englobam os serviços manutenção, incluindo a mão de obra necessária para realizar as manutenções programadas e não programadas, o cumprimento de boletins mandatórios, bem como, caso necessário, o reparo dos componentes reparáveis, juntamente com o fornecimento de todos o material necessário para a manutenção das aeronaves e dos motores. O módulo 3 trata dos serviços adicionais, incluindo os serviços extraordinários e obrigatórios para segurança de voo, desde que não cobertas pelos outros módulos e que se justificam pelo surgimento após a assinatura do contrato, que requeiram análises não rotineiras de profissionais especializados

em ocorrências com evidência de uso ou operação imprópria, fora do escopo do MPD e/ou ocorrências de acidentes ou incidentes que os conjuntos de freios não estejam desgastados ao limite (pinos de desgaste) de acordo com o manual APROVADO da CONTRATADA ou do fabricante do COMPONENTE.

5.12.2 Pode-se observar que os serviços constantes dos 3 (três) módulos estão interligados de alguma maneira, de modo que a execução dos mesmos por pessoas jurídicas diferentes poderá gerar prejuízos para o cumprimento das missões. Além disso, cumpre ressaltar que a divisibilidade do objeto tornaria a prestação dos serviços muito dispendiosa, tornando a contratação inviável, quanto ao aspecto econômico, uma vez que as empresas proveriam diferentes estruturas administrativas e operacionais para o locação e suporte da frota, o que não proporcionaria o conceito de integração das necessidades para sustentar a operacionalidade da AERONAVE.

5.13 A fim de unificar o fornecimento da AERONAVE, a responsabilidade técnica e a garantia sobre os serviços, de forma a efetivamente se alcançar e manter os níveis de disponibilidade requeridos, faz-se também fundamental integrar todas as atividades descritas neste projeto Básico, atribuindo-as a uma única empresa contratada. Logo, verifica-se inviável técnica e economicamente a subdivisão dos serviços constantes dos módulos em itens.

5.14 A presente contratação visa a garantir uma despachabilidade das aeronaves igual ou superior a 92% (noventa e dois por cento), além de uma disponibilidade operacional média igual ou superior a 90% (noventa por cento), de forma a atender a meta estipulada pela DIRMAB para o Projeto, provendo uma infraestrutura de serviços para apoio às atividades de manutenção e operação da aeronave em todo o território nacional e no exterior.

5.15 Deve-se considerar a importância desse vetor no contexto operacional, político e estratégico, em virtude das missões de cunho estratégico para a FAB, no território nacional e no exterior.

5.16 A natureza do serviço pretendido se enquadra como continuado devido à necessidade de realização, pela contratada, de serviços que mantenham a AERONAVE com a disponibilidade e despachabilidade necessárias ao cumprimento de sua missão, em caráter permanente.

5.17 A contratação do serviço em tela atenderá, ainda, ao planejamento elaborado pela Diretoria de Material Aeronáutico e Bélico, a partir das orientações do Alto Comando, além de permitir a melhor utilização possível dos recursos materiais e humanos para o preparo e o emprego da FAB.

5.18 Atualmente, o acervo da FAB não dispõe de uma aeronave de categoria pesada, cuja capacidade de transporte de carga e pessoal seja compatível com as missões desempenhadas em todo o globo terrestre. Sendo assim, caso a FAB perca essa capacitação, essas missões serão cumpridas por aeronaves com menor capacidade de transporte de carga e pessoal, o que geraria custos elevados à FAB. Desta forma, com as atuais restrições orçamentárias impostas aos setores públicos, torna-se imprescindível a contratação da locação de uma aeronave estratégica de grande porte, haja vista a economia que será proporcionada à Administração.



6. REGIME DE EXECUÇÃO

6.1 Os serviços constantes deste PROJETO BÁSICO deverão ser executados sob a forma de execução indireta, pelo regime de empreitada por preço unitário, em razão da demanda dos diferentes módulos poderem ocorrer em quantidades e momentos distintos.

6.2 Para a execução dos serviços previstos deverá ser observado o seguinte:

6.2.1 Os serviços deverão ser realizados, obedecendo-se o disposto no presente PROJETO BÁSICO e as especificações técnicas fornecidas pelo fabricante das Aeronaves e Componentes, a fim de que sejam respeitados os objetivos e conceitos aeronáuticos, sejam eles de aspectos funcionais, técnicos ou econômicos.

6.2.2 Entendem-se como especificações técnicas e de rotinas de trabalho seguidas pela CONTRATADA e suas oficinas, as especificações e os procedimentos elaborados e fornecidos pela própria CONTRATADA.

6.2.3 Nenhuma alteração poderá ser feita nas especificações técnicas contidas neste PROJETO BÁSICO, sem aprovação prévia, por escrito, da CONTRATANTE, por meio da COMREC.

6.2.3.1 Os casos não previstos deverão ser objetos de análise pelo CONTRATANTE e aprovação da COMREC.

6.2.4 A aprovação por parte da CONTRATANTE dos detalhes das especificações e dos procedimentos fornecidos pela CONTRATADA, não o desobrigará de sua plena responsabilidade com relação à boa execução dos serviços e a entrega dos mesmos, completos, sem falhas ou omissões que venham prejudicar a qualidade exigida dos serviços ou o desenvolvimento dos demais trabalhos.

6.2.5 À CONTRATADA serão dadas, quando requerido, por escrito, as instruções contidas em documentos adicionais, necessários ou indispensáveis à perfeita execução dos trabalhos solicitados, por pedido tecnicamente fundamentado da CONTRATANTE.

6.2.6 Respeitadas as disposições precedentes, a CONTRATADA deverá ater-se estritamente às especificações que lhes serão encaminhadas pela COMREC.

6.3 SUBCONTRATAÇÃO

6.3.1 Será admitida a subcontratação parcial do objeto, especificamente quanto aos seguintes módulos:

6.3.1.1 – Módulo 2 – Suporte Logístico Integrado

6.3.1.2 – Módulo 3 – Serviços Adicionais

6.3.2 A CONTRATADA deverá especificar quais as atividades irá subcontratar.

6.3.3 As empresas subcontratadas deverão possuir todos os requisitos de qualificação técnica estabelecidos neste Projeto Básico, conforme atividade a ser desempenhada.

6.3.4A CONTRATADA será responsável legal e contratualmente perante a CONTRATANTE pelos serviços subcontratados. Toda comunicação e/ou esclarecimentos ocorrerão diretamente entre CONTRATANTE e CONTRATADA. A comunicação e/ou esclarecimentos junto às subcontratadas será de inteira responsabilidade da CONTRATADA.

6.3.5 É compulsório que todos os equipamentos e Componentes novos, fabricados em série, aplicados na Aeronave, possuam o certificado de garantia do fabricante ou fornecedor exclusivo, bem como ter documentada a rastreabilidade, quanto à origem do material adquirido, equipamentos e Componentes.

6.3.6 A CONTRATADA será responsável legal e contratualmente perante a CONTRATANTE pelos serviços subcontratados. A CONTRATADA responderá inteira e



solidariamente pelas garantias, não somente dos serviços, mas, também, pela cobertura de seguros que lhe são imputados, em casos de sinistros ou avarias decorrentes dos serviços executados pela sua subcontratada.

6.3.7 Igual entendimento do subitem anterior deve ser atribuído aos equipamentos e Componentes, adquiridas junto ao fabricante ou outro fornecedor, que forem aplicados na Aeronave.

6.3.8 Todos os serviços deverão ser prestados pela CONTRATADA ou por seus subcontratados em instalações destinadas à manutenção e reparos que sejam devidamente certificadas e licenciadas para a execução dos serviços.

6.3.9 A CONTRATANTE terá o direito de revisar os relatórios de verificação do sistema de qualidade elaborado pela CONTRATADA acerca dos subcontratados, bem como os documentos que comprovem suas qualificações técnicas e experiência na execução do serviços.

7. PRAZOS

7.1 O prazo de vigência do Contrato deverá ser de 36 (trinta e seis) meses, a contar da data de sua assinatura, podendo ser prorrogado por 24 (vinte e quatro) meses, até o total de 60 (sessenta) meses, mediante Termo Aditivo devidamente documentado firmado pelas PARTES com antecedência de pelo menos 90 (noventa) dias para o término de tal prazo, conforme Orientação Normativa da AGU nº 38 de 13/11/2011.

7.1.1 O prazo ao qual se refere a cláusula 7.1 se faz necessário devido à complexidade do Objeto, cuja curva de maturidade do serviço necessita de, no mínimo, 36 (trinta e seis) meses para ser concretizada, tanto sob aspectos técnicos quanto econômicos.

7.2 O prazo de execução do Contrato deverá ser de 34 (trinta e quatro) meses, a contar da data da entrega da aeronave, podendo ser prorrogado por 24 (vinte e quatro) meses, até o total de 60 (sessenta) meses, mediante Termo Aditivo devidamente documentado firmado pelas PARTES com antecedência de pelo menos 90 (noventa) dias para o término de tal prazo.

7.3 O prazo para a prestação dos diversos tipos de serviço previstos neste PROJETO BÁSICO, será definido de acordo com o Plano de Manutenção da Aeronave.

7.4 O recebimento dos serviços será:

7.4.1 PROVISÓRIO, em até 15 (quinze) dias úteis, contados a partir da data de comunicação escrita da CONTRATADA e o objeto julgado parcialmente recebido pelo FISCAL; e

7.4.2 DEFINITIVO, em até 90 (noventa) dias úteis, contados da mesma data citada no subitem anterior e o objeto julgado conforme e recebido pela COMREC.

7.5 O prazo de pagamento se inicia na data do adimplemento da obrigação, o qual é reconhecido pelo ato do recebimento pela COMREC da parcela ou da integralidade do objeto, mediante emissão do competente Termo de Recebimento.

7.5.1 O prazo de pagamento será de até 30 dias úteis, contados a partir da data final do adimplemento da obrigação.



8. LOCAL DA EXECUÇÃO DOS SERVIÇOS

8.1 A entrega da AERONAVE será realizada em local a ser definido pelas partes, após a assinatura do contrato.

8.2 Os serviços de suporte logístico serão executados nos CASC da CONTRATADA, nas instalações do 2º/2º GT ou nos Centros de Serviço que não CASC da CONTRATADA, conforme prévia coordenação entre as partes.

9. GARANTIA DA QUALIDADE

9.1 A CONTRATADA observará as normas definidas pela Autoridade Aeronáutica (ANAC) ou Autoridade Aeronáutica equivalente no exterior, devendo apresentar ao COMAER o certificado ANAC para manutenção em aeronave BOEING 767-300ER da empresa que realizar manutenção.

9.2 A CONTRATADA deve instituir, documentar e manter em suas instalações, por todo o período de vigência do Contrato, um Sistema da Qualidade de acordo com norma ou equivalente vigente, homologado pela ANAC.

9.3 É de inteira responsabilidade da CONTRATADA exigir que as empresas subcontratadas possuam a qualificação técnica exigida neste PROJETO BÁSICO, para que forneçam serviços de acordo com os requisitos nele definidos e que adotem procedimentos equivalentes ao do Sistema da Qualidade da CONTRATADA.

9.3.1 A exigência estabelecida no item 9.3, deverá ser observada pelas Subcontratadas sediadas no exterior, tanto quanto possível, considerada a adequação aos seus Sistemas da Qualidade já aprovados pelas autoridades locais às quais estão sujeitas.

9.4 A CONTRATANTE, para se assegurar da conformidade dos serviços, poderá realizar, de acordo com seus próprios procedimentos, desde que acordado previamente com a CONTRATADA, por meio da DIRMAB, a verificação da qualidade em todos os locais de execução dos serviços referentes ao OBJETO deste PROJETO BÁSICO, durante todo o período da vigência do Contrato. As despesas decorrentes da realização destas atividades de verificação serão de responsabilidade exclusiva da CONTRATANTE.

9.5 A CONTRATANTE deverá ter acesso às instalações da CONTRATADA, sujeita ao cumprimento de todas as normas internas de segurança e outras da CONTRATADA, bem como nas de suas subcontratadas, onde forem realizados serviços referentes ao OBJETO deste Contrato.

9.6 A CONTRATADA apresentará à CONTRATANTE no momento da assinatura do contrato a Política da Qualidade da Empresa aprovada.

9.7 A CONTRATADA deverá garantir que serão reparadas e substituídas, às suas próprias custas, todos os Componentes que acusarem defeito ou quaisquer anormalidades de funcionamento, durante o período de vigência contratual.

9.8 INSPEÇÕES E MANUTENÇÃO

9.8.1 A garantia para os serviços de inspeção e de manutenção é de 300FH (trezentas horas de voo).

9.8.2 Para os serviços incluídos nos MÓDULOS 1 e 2, o conceito de “garantia” para eventuais problemas está incluído no escopo do Programa.



10. ASSISTÊNCIA TÉCNICA

10.1 Para perfeita execução e completo acabamento dos serviços contratados, a CONTRATADA se obriga a prestar à CONTRATANTE toda a assistência técnica e administrativa necessárias para imprimir andamento conveniente aos trabalhos.

10.2 A CONTRATADA se obriga a atender em prazo, conforme detalhado abaixo, quaisquer atividades relacionadas à assistência técnica da AERONAVE contidas neste Projeto Básico:

a) **Aeronave** no 2º/2º GT: 24 (vinte e quatro) horas para itens de consumo e 48 (quarenta e oito) horas para itens de reparo;

b) **Aeronave** em aeroportos domésticos ou em qualquer aeroporto na América do Sul servidos pela aviação comercial regular: 72 (setenta e duas) horas;

c) **Aeronave** nos demais aeroportos: 96 (noventa e seis) horas.

Será levado em consideração quanto o não cumprimento do período do tempo estabelecido, somente em casos de alterações dos fenômenos atmosféricos ou da natureza que tenham afetado o fluxo de tráfego aéreo para a localidade em que o material/pessoal deva ser enviado. Neste caso, a CONTRATADA deverá encaminhar formalmente à CONTRATANTE as razões e os procedimentos adotados para a solução do problema.

d) os prazos e condições estabelecidos neste documento para a logística de transporte de materiais são requisitos cumulativos àqueles requisitos associados à disponibilidade e despachabilidade da aeronave.

10.3 As atividades de assistência técnica em campo são classificadas como Assistência por Chamada e fazem parte do escopo de atividades previstas no Preço PBH.

11. CONDIÇÕES DE ENTREGA E RECEBIMENTO

11.1 ENTREGA INICIAL DA AERONAVE PARA SERVIÇOS DE MANUTENÇÃO.

11.1.1 O CASC para a execução de manutenção programada deverá estar localizado, preferencialmente, dentro do território brasileiro. Em caso de manutenções realizadas fora da cidade do Rio de Janeiro – RJ, a CONTRATADA também será responsável por arcar com as despesas de hospedagem, alimentação e traslados hotel-CASC-hotel dos tripulantes e pessoal técnico da CONTRATANTE necessários para o traslado da aeronave até o CASC indicado.

11.1.2 A CONTRATADA, quando da entrega da Aeronave ao CASC para o Serviço de Manutenção, deverá executar e arcar com todos os custos, conforme necessário, relacionados a todas as tarefas operacionais, incluindo, mas não limitadas a tarefas pré-voo, tarefas pós-aterrissagem, reboque da aeronave, inspeções de segurança internas e externas e todas as outras obrigações da tripulação de voo, conforme requerido pelo AFM.

11.1.3 A CONTRATADA ou o CASC deverá inspecionar a Aeronave antes da execução de qualquer Serviço de Manutenção e informar à CONTRATANTE em 24 horas, após o recebimento da Aeronave, qualquer não conformidade encontrada.

11.1.4 Mediante a celebração do Contrato relativo ao presente PROJETO BÁSICO, a CONTRATANTE deverá fornecer à CONTRATADA uma cópia de todos os dados de entrega da Aeronave e os dados disponíveis, posteriores à entrega, exceto se for estabelecido pela CONTRATADA, por escrito, que já possui tais informações.

11.1.5 Em, no máximo, 15 (quinze) dias úteis antes da entrega da Aeronave pela CONTRATANTE ao CASC para a Manutenção Programada, a CONTRATANTE deverá fornecer à CONTRATADA os arquivos de manutenção da Aeronave atualizados, incluindo quaisquer relatórios de defeitos, mau funcionamento ou falhas.



11.1.6 Mediante a efetiva entrega da Aeronave à CONTRATADA ou a um CASC, a CONTRATANTE fornecerá à CONTRATADA:

- a) Os relatórios de manutenção em vigor, aplicáveis da Aeronave;
- b) Toda a documentação relevante da Aeronave; e
- c) Qualquer outro documento que a CONTRATADA possa considerar necessário e solicitar formalmente.

11.1.7 Todas atividades relacionadas a entrega da aeronave para serviços de manutenção no CASC DEVEM ser acompanhadas por membros da COMREC.

11.2 RECEBIMENTO DA AERONAVE APÓS REALIZAÇÃO DE SERVIÇOS

11.2.1 A CONTRATADA notificará a CONTRATANTE, por escrito, logo que a Aeronave fique pronta para a inspeção final e o voo de recebimento, caso necessário.

11.2.2 Uma equipe com membros designados pela CONTRATANTE e Unidade Operadora da AERONAVE, procederá ao recebimento da AERONAVE, realizando inspeção de pré-voo, podendo estender a abrangência da inspeção, se julgar conveniente.

11.2.3 A CONTRATADA se obriga a completar essa inspeção em até 05 (cinco) dias corridos que se seguirem ao recebimento pela CONTRATANTE da notificação. Caso seja constatada alguma discrepância de natureza grave, este prazo poderá ser estendido por até mais 05 (cinco) dias úteis, com autorização da CONTRATANTE, desde que devidamente justificado por escrito, sem prejuízo das eventuais penalidades, caso sejam aplicáveis.

11.2.4 Em caso de rejeição da Aeronave para o voo, a CONTRATANTE aguardará outra notificação da CONTRATADA, repetindo-se o prazo estabelecido no item 11.2.3 para execução de nova inspeção, sem prejuízo das eventuais penalidades, caso sejam aplicáveis.

11.2.5 A CONTRATADA deverá acompanhar os voos de recebimento com um representante qualificado.

11.2.6 A CONTRATADA notificará a CONTRATANTE, quando a Aeronave estiver pronta para o processamento do recebimento, o que deverá ocorrer dentro das 48 (quarenta e oito) horas que se seguirem ao recebimento pela CONTRATANTE da notificação.

11.2.7 Após o término do processo de recebimento da aeronave pela CONTRATANTE, esta se obriga a retirar das instalações da CONTRATADA a AERONAVE recebida dentro do prazo máximo de 48 (quarenta e oito) horas que se seguirem ao recebimento da Aeronave.

11.2.8 Todas atividades relacionadas ao recebimento da aeronave após serviços de manutenção no CASC DEVEM ser acompanhadas por membros da COMREC.

11.3 INSPEÇÃO

11.3.1 Todos os exames e ensaios de rotina, referentes, deverão ser realizados por conta da CONTRATADA, podendo a CONTRATANTE, caso julgue necessário, acompanhar e analisar os seus resultados.

11.3.2 A CONTRATANTE poderá, caso julgue necessário, acompanhar as inspeções periódicas e presenciar os ensaios e os exames.

11.3.3 Caso seja observado alguma não conformidade na realização dos serviços, tal fato deverá ser comunicado ao gerente de manutenção da CONTRATADA, para que o mesmo adote todas as medidas corretivas necessárias.

11.3.4 Caso o representante da CONTRATANTE não esteja presente, a inspeção e/ou ensaio deverá ser realizado normalmente pela CONTRATADA.



11.4 TESTES

11.4.1 Os testes de recebimento da Aeronave serão acompanhados por equipes técnicas da CONTRATADA e CONTRATANTE.

11.4.2 Quaisquer despesas decorrentes de testes de recebimento, não incluindo despesas com combustível das Aeronaves e hospedagem da equipe de acompanhamento da CONTRATANTE, ficarão a cargo da CONTRATADA.

11.5 PLANILHA QUANTITATIVA DE MATERIAL E SERVIÇOS APLICADOS

11.5.1 A CONTRATADA deverá apresentar, para os serviços do Módulo 3 – Serviços Adicionais, uma planilha, desdobrando os materiais e os equipamentos a serem aplicados na AERONAVE e/ou COMPONENTES, juntamente com as propostas de serviço.

11.5.1.1 A planilha deverá quantificar o material importado e ou nacional, bem como o preço unitário, a taxa de câmbio oficial e a data da consulta da mesma.

11.5.2 Os pagamentos das faturas, devidamente certificadas pela COMREC, ficarão condicionados aos materiais e serviços constantes na planilha apresentada pela CONTRATADA.

11.5.3 As notas fiscais a serem emitidas pela CONTRATADA devem conter a descrição minuciosa do material fornecido, do teste realizado, do aluguel de item, do material reparado, do Homem-Hora empregado, dos dias de utilização, bem como outras observações, que a critério da CONTRATANTE ou da CONTRATADA, se façam necessárias.

11.5.4 A CONTRATADA deverá apresentar à CONTRATANTE da aeronave os SB do fabricante da aeronave incorporados ao fim de cada serviço, assim como efetuar os registros no LogBook da aeronave.

11.5.5 Quando do término dos serviços, a CONTRATADA deverá entregar à CONTRATANTE toda a documentação recebida, assim como documentação prevista pela autoridade aeronáutica, devidamente assinada, contendo todas as tarefas realizadas.

12. OUALIFICAÇÃO TÉCNICA

12.1 Comprovação de pertencer ao ramo aeronáutico, mediante apresentação de documentação da LICITANTE que tenha especificado como objeto social expreso no seu documento de constituição, estatuto ou contrato social atividades de serviços do ramo aeronáutico compatíveis com o Objeto constante do Projeto Básico.

12.2 Será admitida a composição de consórcio, visando ao atendimento dos requisitos de qualificação técnica de acordo com o art. 33 da Lei 8.666/93.

12.3 A licitante deverá apresentar, no mínimo e somente em termos de qualificação técnica, Certificação de Capacidade Técnica que atenda os serviços de manutenção necessários para o cumprimento do Programa de Manutenção da Aeronave, excluindo o 3º nível de manutenção (Checks tipo C e empacotamentos de estruturas e afins) conforme item 4.2.2.2.

12.4 Comprovação de capacitação técnica para a realização das atividades do suporte logístico de maneira integrada, mediante a apresentação de Certificado de Organização de Manutenção emitido pela DIRMAB ou pela ANAC (RBAC 145) ou similar, emitido por Autoridade Aeronáutica estrangeira ou nacional, para executar especificamente manutenção de aeronave BOEING 767-300ER, conforme definido no subitem 4.2.2 e seguintes deste Projeto Básico.



12.5 A empresa deverá apresentar o LOG CARD da aeronave em conjunto com a matrícula da mesma e deverá apresentar o LOG CARD dos comprovantes de célula e motor da aeronave oferecida, em conjunto com a matrícula da mesma e apresentar o Anexo III preenchido conjuntamente com a habilitação como parte de sua qualificação técnica.

12.6 A CONTRATADA deverá demonstrar, por meio do seu *Plain Maintenance Document*, todas as manutenções programadas no período de um ano e que quaisquer tipo de manutenção programada não ultrapassará 30 dias corridos no primeiro ano de operação da aeronave. A demonstração deverá ser inequívoca contendo todos os elementos necessários para a certeza do cumprimento deste item, conforme no mínimo Anexo III.

12.7 Em caso de consórcio, a documentação de Qualificação Técnica das CONSORCIADAS deverá refletir a responsabilidade de cada uma, conforme descrito no compromisso de constituição do Consórcio.

13. OBRIGACÕES GERAIS

13.1 DA CONTRATADA

13.1.1 A CONTRATADA deverá designar um profissional para atuar como responsável pelo Contrato e pelos serviços contratados, denominado de Coordenador do Projeto ou “Focal Point”, com as atribuições oficiais de representante da CONTRATADA, disponível 24 (vinte e quatro) horas e 07 (sete) dias por semana, para participar de reuniões e estabelecer os contatos que se fizerem necessários com a CONTRATANTE, bem como coordenar o desencadeamento de providências e ações cabíveis para o perfeito desenvolvimento dos serviços previstos neste PROJETO BÁSICO.

13.1.2 A CONTRATADA deverá designar o adequado suporte do setor Comercial, responsável por aquisições e empréstimos, do setor de Engenharia, responsável pelo Programa de Manutenção das Aeronaves, e ao Coordenador do Projeto ou “Focal Point”.

13.1.3 A CONTRATADA deverá, por meio de seu Coordenador do Projeto ou “Focal Point”, previamente ao início da elaboração de qualquer serviço programado a ser realizado em suas dependências, solicitar à CONTRATANTE, a realização de reunião para que sejam determinadas as diretrizes básicas a serem adotadas quanto aos aspectos técnicos, desenvolvimento e coordenação das tarefas.

13.1.4 A CONTRATADA é obrigada a obter todas as licenças e franquias necessárias à execução dos serviços, pagando os emolumentos prescritos por lei e observando todas as leis, regulamentos e posturas referentes ao serviço e à segurança pública, bem como atender ao pagamento de seguro de seu pessoal, de despesas decorrentes das leis trabalhistas, de consumo de telefone, água, luz e de outros que digam respeito aos serviços contratados.

13.1.5 A CONTRATADA é obrigada ao cumprimento de quaisquer formalidades e ao pagamento, as suas custas, das multas que sejam por ventura impostas pela CONTRATANTE, observadas as disposições do futuro Contrato em conformidade com a Lei 8.666/93.

13.1.6 A observância de leis, regulamentos e posturas a que se refere ao parágrafo precedente abrangem, também, as exigências do Conselho Regional de Engenharia e Agronomia, da Autoridade Aeronáutica e de outros órgãos legais.

13.1.7 Os equipamentos e o ferramental necessários à execução dos trabalhos deverão ser providenciados pela CONTRATADA, sob sua exclusiva responsabilidade, devendo estar em perfeito funcionamento e de acordo com os manuais técnicos dos fabricantes.

13.1.7.1 O número de equipamentos e ferramental de cada categoria deverá ser sempre proporcional à quantidade de serviço a executar, de acordo com os prazos previstos.



13.1.8 A CONTRATADA deverá possuir Política de Segurança do Trabalho, com regulamentação interna aprovada pela sua Administração, atendendo as Lei do seu país de origem.

13.1.9 A CONTRATADA deverá providenciar todos os equipamentos de proteção individuais e coletivos necessários ao bom desenvolvimento dos trabalhos, de modo a proteger todos os profissionais envolvidos em qualquer atividade para o cumprimento dos serviços, OBJETO deste PROJETO BÁSICO.

13.1.10 A CONTRATADA deverá ser responsável direta e exclusiva para a execução integral do OBJETO deste PROJETO BÁSICO, assumindo a responsabilidade pelos danos que, por si, seus prepostos, empregados ou subcontratados, por dolo ou culpa, causarem diretamente à administração pública ou a terceiros, não elidindo e nem reduzindo essa responsabilidade, em face da atividade da FISCALIZAÇÃO e do acompanhamento dos trabalhos pela CONTRATANTE.

13.1.11 Os riscos por perda total, parcial ou avarias da Aeronave e/ou material de propriedade da CONTRATANTE ficarão sob inteira responsabilidade da CONTRATADA, enquanto a Aeronave estejam sob controle, supervisão e cuidados da CONTRATADA, até que ocorram os seguintes eventos:

a) durante a execução dos serviços previstos neste PROJETO BÁSICO e cessarão após a entrega do(s) mesmo(s) à CONTRATANTE, exceto se constatado, por perícia técnica competente, que o dano tenha sido decorrente dos serviços realizados, o que não exclui a CONTRATADA das suas responsabilidades.

13.1.11.1 Dessa forma, tem-se que a CONTRATADA é obrigada a reparar, corrigir, remover, reconstruir ou substituir, às suas expensas, no total ou em parte, quaisquer itens aplicados ou serviços executados na Aeronave, em que se comprovarem vícios, defeitos ou incorreções resultantes da execução incorreta, ou materiais empregados inadequadamente, que impactem qualquer funcionalidade da Aeronave.

13.1.11.2 Nesse contexto, a CONTRATADA é obrigada a indenizar a CONTRATANTE e/ou os terceiros pelos danos citados pela perícia técnica competente, observados os processos administrativo e judicial competentes.

13.1.14 Em caso de perda total da Aeronave e/ou material de propriedade da CONTRATANTE, durante a execução dos serviços previstos neste PROJETO BÁSICO, ou decorrentes de equipamentos ou Componentes, que venham a ser instalados na Aeronave, a CONTRATADA se obriga a fornecer outra AERONAVE, com os mesmos requisitos, em até 45 dias à CONTRATANTE.

13.1.15 A CONTRATADA deverá executar o serviço, OBJETO deste PROJETO BÁSICO, de forma a evitar prejuízos, danos, perdas em serviços, propriedades adjacentes ou outras de qualquer natureza.

13.1.16A CONTRATADA deverá reparar, substituir ou restaurar qualquer Componente da Aeronave que for prejudicado ou julgado danificado pela COMREC ou perdido, de maneira a readquirir as perfeitas condições de uso anteriores.

13.1.17 A CONTRATADA executará os reparos de quaisquer equipamentos / itens danificados, conforme determinações da COMREC. Caso estas providências não sejam efetuadas pela CONTRATADA, a COMREC poderá, por sua livre escolha, fazer com que a reparação, substituição, restauração e/ou conserto sejam executados por terceiros.

13.1.18 O custo relativo às providências descritas acima deverá ser deduzido da dívida existente para com a CONTRATADA.

13.1.19 Cabe à CONTRATADA a responsabilidade da vigilância das instalações, a organização e manutenção do esquema de prevenção de incêndio, estando entendido que os



custos relativos a estes serviços estão diluídos nos preços apresentados para a execução do serviço.

13.1.20 A CONTRATADA é responsável pela organização e pela ordem dos trabalhos.

13.1.21 A CONTRATADA é inteiramente responsável pelos serviços médicos, assistenciais, seguros, indenizações e demais obrigações decorrentes da legislação vigente, devidas aos empregados acidentados envolvidos no serviço da CONTRATADA.

13.1.22 A CONTRATADA será responsável pelo perfeito funcionamento das Oficinas, envolvidas no cumprimento do OBJETO deste PROJETO BÁSICO, incluindo sua segurança, limpeza e manutenção.

13.1.23 A CONTRATADA obriga-se a fornecer todos os SERVIÇOS previstos no OBJETO e a cumprir todas as atividades de sua competência previstas neste PROJETO BÁSICO, bem como todas as demais ações previstas no Contrato.

13.1.24 É compulsório que todos os equipamentos e componentes novos, fabricados em série, aplicados nas aeronaves, possuam o certificado de garantia do fabricante ou fornecedor exclusivo, bem como ter documentada a rastreabilidade, quanto à origem do material adquirido, equipamentos e componentes.

13.1.25 A CONTRATADA deverá atender a CONTRATANTE na execução de todos os módulos(1 a 3) deste Projeto Básico 24 (vinte e quatro) horas e 07 (sete) dias por semana.

13.1.26 A CONTRATADA deverá, durante a execução dos serviços descritos neste Projeto Básico, atender toda a legislação ambiental brasileira em vigor e a vigorar durante a vigência do futuro Contrato e será a responsável direta por qualquer dano causado ao meio ambiente, seja na esfera civil e penal.

13.1.27 A CONTRATADA, deverá manter, durante toda a vigência do Contrato, a aeronavegabilidade da aeronave, conforme legislação definida pela ANAC ou por Autoridade Aeronáutica estrangeira, devidamente reconhecida pela ANAC.

13.1.28 A CONTRATADA, deverá manter, durante toda a vigência do Contrato, todas as qualificações técnicas que demonstrou ao início do certame.

13.1.29 A CONTRATADA, deverá realizar, durante toda a vigência do Contrato, os serviços previstos nos Módulos 2 e 3 deste Projeto Básico, em oficinas certificadas pela ANAC ou por Autoridade Aeronáutica estrangeira, devidamente reconhecida pela ANAC.

14. APRESENTAÇÃO E JULGAMENTO DA PROPOSTA

14.1 As empresas deverão apresentar o custo Global do Contrato, bem como os custos por módulos, conforme especificação a seguir:

14.1.1 Para o Módulo 1, haverá um valor fixo para pagamento mensal. O valor máximo total, considerando 700 horas anuais, para este Módulo é de US\$ 537.420,62 (quinhentos e trinta e sete mil, quatrocentos e vinte dólares e sessenta e dois centavos) mensais.

14.1.2 Para o Módulo 2, será apresentado o Preço PBH, onde todos os gastos serão afixados conforme quadros abaixo:

Grupos de FH / ano	Preço (US\$)/FH - (valor máximo)
Até 700	9.710,37
701-800	11.097,56
801-900	12.484,76
901-1.000	13.871,95

14.1.2.1 A previsão de esforço anual é de 700 FH, portanto o valor a ser utilizado como referência para o pagamento das horas voadas mensalmente (Preço PBH) será o da faixa de até 700 h/ano. O ajuste em decorrência do enquadramento da faixa de utilização de menos ou mais FH será efetuado a cada 12 (doze) meses, a contar da data de início da execução do Contrato.

14.1.2.2 Caso o esforço aéreo anual ultrapasse a base contratada, a CONTRATANTE deverá refazer os cálculos com a nova base verificada a cada 12 (doze) meses, a contar da data de início da execução do Contrato. O saldo decorrente da diferença entre a base contratada (14.1.1.1) e a nova base que será obtida da tabela acima a cada 12 (doze) meses será compensado para menos ou mais na fatura do mês subsequente ao 12º mês.

14.1.3 Para o Módulo 3, os custos, para efeito de apresentação de proposta, devem ser apresentados por meio da tabela abaixo. Na linha “SERVIÇOS NÃO CONTEMPLADOS PELOS MÓDULOS 1 E 2”, os valores dos anos serão encontrados por meio da seguinte fórmula: $H/h=(2.000h \times \text{Hangar})+(200h \times \text{Eng})$, onde “Hangar” é o custo da mão de obra de manutenção por hora e “Eng”, o custo da mão de obra de engenharia por hora, ambos para serviços executados em um CASC em dias úteis.

SERVIÇOS ADICIONAIS PREVISTOS PARA O B 767-300ER	01 (1º ao 12º mês)	02 (3º ao 24º mês)	03 (25º ao 36º mês)
SERVIÇOS NÃO CONTEMPLADOS PELOS MÓDULOS 1 E 2			
TOTAL			

14.1.3.1 Ressalta-se que esses valores podem não ser utilizados, pois dependerá da eventual ocorrência de atividades de manutenção e suprimento, programada e não programada, na AERONAVE e seus sistemas, conforme o escopo do Módulo 3.

14.1.3.2 Os valores que não forem utilizados em serviços especificados em cada linha e coluna da tabela acima poderão ser realocados entre si.

14.2 O julgamento da proposta será pelo menor preço total, de acordo com a seguinte fórmula:

MT - Menor preço total

Até 700 - P1

701-800 - P2

801-900 - P3

901-1.000 - P4

$H/h = (2.000h \times \text{Hangar})+(200h \times \text{Eng})$

MT = 36xCUSTO FIXO + 3 x [P1x6 + P2x2 + P3x1,5 + P4x0,5] + H/h

ANO	FAIXAS	CUSTO POR FH (US\$)	CUSTO FIXO	TOTAL (US\$)
01 (1º ao 12º mês)	Até 700 (peso 6)			
	701-800 (peso 2)			
	801-900 (peso 1,5)			
	901-1.000 (0,5)			
02 (13º ao 24º mês)	Até 700 (peso 6)			
	701-800 (peso 2)			
	801-900 (peso 1,5)			
	901-1.000 (0,5)			
03 (25º ao 36º mês)	Até 700 (peso 6)			
	701-800 (peso 2)			
	801-900 (peso 1,5)			
	901-1.000 (0,5)			
TOTAL (US\$)				

14.3 Os preços da proposta serão fixos e irremovíveis pelo período de 12 meses, a contar da data da proposta definitiva de empresa proponente, aceita pela CONTRATANTE e deverão ser em moeda Dólar Americano.

14.4 Deverão ser previstos valores de referência para toda a mão de obra envolvida nos serviços contratados, justificados por meio de planilha de formação de custos.

14.5 Apresentar na proposta a memória de cálculo a ser aplicada aos materiais importados.

15. ORÇAMENTO ESTIMADO

15.1 O orçamento estimado global máximo da presente contratação é de **US\$ 40.938.919,32** (quarenta milhões, novecentos e trinta e oito mil, novecentos e dezenove dólares e trinta e dois centavos).

15.1.1 O orçamento estimado máximo para o Módulo 1 é de US\$ 19.347.142,32 (dezenove milhões, trezentos e quarenta e sete mil, cento e quarenta e dois dólares e trinta e dois centavos).

15.1.2 O orçamento estimado máximo para o Módulo 2 é de US\$ 20.391.777,00 (vinte milhões, trezentos e noventa e um mil, setecentos e setenta e sete dólares).

15.1.3 O orçamento estimado máximo para o Módulo 3 é de US\$ 1.200.000,00 (um milhão e duzentos mil dólares).

15.2 O preço estimado do Módulo 1 baseou-se nas respostas obtidas através do RFI remetido ao mercado, conforme Anexos IV e V. Para se chegar ao custo fixo mensal, realizou-se a decomposição do preço total, apresentado pela empresa ARIA, mais o preço ofertado por esta empresa para a hora de voo sem motor. Ademais, considerou-se o orçamento de um motor no mercado no valor de US\$ 3,5 milhões de dólares, com 1.477 ciclos disponíveis para o voo, resultando no valor de US\$ 1.895,73/hora para dois motores instalados.

15.2.1 No tocante ao preço informado pela empresa IAI, esta apresentou apenas o valor por hora de voo total, conforme Anexo V. Desta forma, foi realizada a decomposição proporcional do valor da hora, seguindo a metodologia empregada para a formulação do preço fixo e por hora de voo da empresa ARIA.

15.2.2 A proposta comercial da empresa CSDS Aircraft Sales & Leasing Inc foi descartada pois não possui informações para formação do preço do Projeto Básico.

15.2.2 Após a decomposição dos preços apresentados, citados nos itens 15.2.1 e 15.2.2, foi feita a média aritmética dos valores, conforme Instrução Normativa SLTI/MPOG 5/2014, alterada pela Instrução Normativa nº 3, de 20 de abril de 2017 preconiza que seja realizada uma pesquisa do mercado ou outra metodologia a ser justificada pela autoridade competente, *in verbis*:

"Art. 2º A pesquisa de preços será realizada mediante a utilização dos seguintes parâmetros:

[...]

"III - pesquisa publicada em mídia especializada, sítios eletrônicos especializados ou de domínio amplo, desde que contenha a data e hora de acesso; ou

IV- pesquisa com os fornecedores, desde que as datas das pesquisas não se diferenciem em mais de 180 (cento e oitenta) dias ..."

[...]

§2º Serão utilizadas, como metodologia para obtenção do preço de referência para a contratação, a média, a mediana ou o menor dos valores obtidos na pesquisa de preços, desde que o cálculo incida sobre um conjunto de três ou mais preços, oriundos de um ou mais dos parâmetros adotados neste artigo, desconsiderados os valores inexequíveis e os excessivamente elevados.

[...]

§3º Poderão ser utilizados outros critérios ou metodologias, desde que devidamente justificados pela autoridade competente."

[...]

15.3 O valor estimado máximo do Módulo 3 foi obtido com base nos preços de serviços realizados relativos a danos por FOD no Contrato 032/GAL-PAMA-GL/2016, que celebra o suporte logístico da aeronave AIRBUS A319 (ACJ) e no Contrato 003/CABW/2016, que celebra a locação, suporte logístico e seguro da aeronave BOEING 767-300ER. Além do serviço adicional realizado neste último contrato no estabilizador horizontal.

15.3.1 Com base nos dados mencionados no item 15.3, considerando a possibilidade de ocorrência de dois eventos por ano envolvendo FOD com troca de itens, foi definido o valor máximo, por ano, para o Módulo 3, de US\$ 400.000,00, a ser executado por demanda.



16. SERVICOS REALIZADOS NA OFICINA DA CONTRATADA

16.1 DESLOCAMENTO DA AERONAVE ATÉ A OFICINA DA CONTRATADA

16.1.1 Para a execução dos Serviços Adicionais, a despesa de deslocamento da Aeronave da ALA-11 até a CONTRATADA ou suas oficinas é de responsabilidade única e exclusiva da CONTRATANTE.

16.1.2 Todavia, caso a Aeronave tenha que retornar à oficina da CONTRATADA, após a execução do Serviço Adicional, para reparo em garantia, por culpa exclusiva e decisão de retorno da CONTRATADA, esta será responsável por todos os custos envolvidos com o deslocamento da aeronave e custos relativos aos tripulantes. A hora de voo consumida não será contabilizada para efeitos de pagamento.

16.1.3 Caso a CONTRATADA opte pelo não retorno da Aeronave à sua oficina, esta ficará responsável pelo envio de pessoal capacitado e demais recursos para solucionar a não conformidade de sua exclusiva responsabilidade, no local em que se encontre a mesma.

16.2 DESLOCAMENTO DE MÃO DE OBRA QUALIFICADA DA CONTRATADA

16.2.1 A CONTRATANTE arcará com ônus do deslocamento de mão de obra qualificada para a execução dos serviços fora das oficinas da CONTRATADA, desde que não sejam Serviços Adicionais sob garantia ou serviços cobertos pelo Preço PBH.

16.2.2 O pagamento desses custos pela CONTRATANTE será realizado na modalidade “Time & Material”.

16.3 SERVIÇOS REALIZADOS FORA DO EXPEDIENTE

16.3.1 Não caberá ônus adicional à CONTRATANTE quando os serviços forem realizados fora do horário de funcionamento regular dos CASC ou empresa indicada pela CONTRATADA, com a finalidade de garantir os prazos estabelecidos em Contrato ou realizados no interesse da CONTRATADA.

16.4 SERVIÇO CONTRATADO

16.4.1 Mediante a ocorrência de qualquer Atraso Justificado nos serviços descritos nos Módulos previstos, a CONTRATADA deverá notificar a CONTRATANTE acerca das informações relacionadas a tais eventos e quaisquer efeitos no prazo de cumprimento pela CONTRATADA de suas obrigações.

16.4.2 Os atrasos justificáveis deverão ser analisados pela CONTRATANTE, a fim de que seja verificado se as eventuais causas foram supervenientes. À exceção dos atrasos justificados, nenhum argumento poderá ser apresentado pela CONTRATADA que venha a impossibilitar, prejudicar ou retardar a execução dos serviços, ficando a mesma submetida a todas as penalidades da legislação em vigor.

16.4.3 A CONTRATADA deverá garantir que a mão de obra empregada será qualificada para a realização dos serviços na AERONAVE, observando os padrões de acabamento e aparência praticados pela empresa para seus clientes, sendo as tolerâncias, ajustes e métodos de execução compatíveis com as melhores práticas aplicáveis a cada caso.

16.4.4 A CONTRATADA deverá garantir que serão prontamente reparadas e substituídas, às suas próprias expensas, todas as partes que apresentarem defeito ou quaisquer anormalidades do funcionamento, durante o período de vigência do contrato.



16.4.5A CONTRATANTE não aceitará posterior reclamação por quaisquer serviços que no futuro apareçam para a completa execução do serviço em apreço, por alegação do desconhecimento. Principalmente, os serviços a serem realizados nos componentes pertencentes à ATA 25.

16.4.6A CONTRATANTE não arcará com quaisquer ônus decorrentes da não observação das condições anteriores.

17. FORMA DE CONTRATAÇÃO

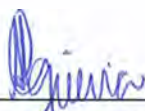
17.1 A contratação do objeto deste Projeto Básico deverá ser realizada por meio de licitação, em âmbito internacional, conforme o Edital.

18. DISPOSIÇÕES FINAIS

18.1 Neste Projeto Básico foram considerados os aspectos administrativo-técnico-financeiros relacionados aos procedimentos de planejamento, suprimento e manutenção, em conformidade com a base estatística de dados de manutenção das aeronaves conhecidas e operadas pela FAB.

São Paulo, 15 de abril de 2019

ELABORADO POR:



SAMUEL DE SOUZA CIQUEIRA Ten Cel Av
Gerente Logístico do Projeto C-767

CONFERIDO POR:



SANDRO LÚCIO SANTANA DO NASCIMENTO Cel Av
Adjunto à Subdiretoria de Fiscalização e Controle da DIRMAB

REVISADO POR:

Brig Ar **JOSÉ MADUREIRA JUNIOR**
Subdiretor de Fiscalização e Controle da DIRMAB

Aprovo o presente Projeto Básico, por conter todos os elementos necessários para a consecução do objetivo da Administração Pública em contratar empresa especializada para a Prestação dos SERVIÇOS DE LOCAÇÃO, COM SUPORTE LOGÍSTICO, baseados NO PAGAMENTO MENSAL DE HORAS DE VOO UTILIZADAS (*Power By The Hour – PBH*), de (01) uma AERONAVE BOEING 767-300ER e seus equipamentos, garantindo uma despachabilidade igual ou superior a 92% (noventa e dois por cento), além de uma disponibilidade operacional média igual ou superior a 90% (noventa por cento), devidamente contabilizada no SILOMS, de forma a atender a meta estipulada pela DIRMAB para o Projeto, por um período de 36 (trinta e seis) meses, podendo ser prorrogado por 24 (vinte e quatro) meses.

Maj Brig Ar **RICARDO AUGUSTO FONSECA NEUBERT**

Diretor da DIRMAB

ANEXO I

TABELA DE RESPONSABILIDADES DO SUPORTE LOGÍSTICOINCLUSÕES NO PREÇO PBH(MÓDULO 2)

ITEM	RESPONSABILIDADE	
	CONTRATADA	CONTRATANTE
Manutenção Programada		
Mão de obra	X	
Materiais de Interior	X	
Reparáveis	X	
Descartáveis	X	
Consumíveis	X	
Consumíveis à Granel	X	
Frete	X	
Manutenção Não Programada		
Mão de obra	X	
Materiais de Interior	X	
Reparáveis	X	
Descartáveis	X	
Consumíveis	X	
Consumíveis à Granel	X	
Frete	X	
Remessa Padrão	X	
Procedimentos além da Remessa Padrão	X	
Serviços de Manutenção em Locais fora dos CASC		
Mão de obra	X	
Materiais de Interior	X	
Reparáveis	X	
Descartáveis	X	
Consumíveis	X	
Consumíveis à Granel	X	
Frete	X	
Remessa Padrão	X	
Procedimentos além da Remessa Padrão	X	
Serviços de Manutenção fora do Território Nacional		
Mão de obra	X	
Materiais de Interior	X	
Reparáveis	X	
Descartáveis	X	
Consumíveis	X	
Consumíveis à Granel	X	
Frete	X	
Remessa Padrão	X	
Procedimentos além da Remessa Padrão	X	
Diretrizes de Aeronavegabilidade		
Mão de obra	X	
Materiais	X	

ANEXO II

CRONOGRAMA FÍSICO FINANCEIRO

ANO	MÓDULOS (US\$)			TOTAL (US\$)
	1	2	3	
1 (1º ao 12º mês)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
2 (13º ao 24º mês)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
3 (25º ao 36º mês)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
TOTAL (US\$)	\$ 19.347.142,32	\$ 20.391.777,00	\$1.200.000,00	\$40.938.919,32



ANEXO III

REGISTROS DE MANUTENÇÃO (HISTÓRICO) DA AERONAVE, MOTOR E DEMAIS COMPONENTES CONTROLADOS

1) Os componentes e acessórios aplicados e integrados à aeronave, bem como os equipamentos de apoio ao solo (EAS) e o ferramental. DEVEM:

a) Apresentar todos os registros (histórico) de manutenção da célula, dos motores e dos componentes instalados.

2) Apresentar a rastreabilidade dos componentes.

3) Os seguintes registros de manutenção da aeronave, motor, sistemas e subsistemas deverão ser fornecidos, da seguinte forma :

- a - Dados de Registro de Aeronave;
- b - Registros de voo (utilização);
- c - Registros de Inspeção;
- d - Registro de Grandes serviços;
- e - Registro de Diretivas técnicas;
- f - Histórico diversos de estocagem e desestocagem;
- g - Registro de movimentação de itens controlados (remoção e instalação);
- h - Registro de manutenções em componentes e acessórios;
- i - Registro dos dispositivos explosivos de segurança;
- j - Registro de trocas de partes estruturais, superfícies e controles;
- l - Mapeamento dos reparos estruturais;
- m - Laudo boroscópio dos motores;
- n - Ficha de pesagem da Aeronave; e
- o - Lista de Equipamentos Instalados (configuração real da aeronave).

3.1) Cada registro de maneira especificada:

a - Registro de Aeronaves:

- Modelo da Aeronave;
- Nº de Série da aeronave dado pelo fabricante;
- Fabricante da aeronave;
- Modelo do motor instalado na aeronave;
- Fabricante do motor;
- Tipo e Intervalo de revisões maiores; e
- Tipo e intervalo de revisões fásicas.

Modelo da Aeronave	Nº de Série Aeronave	Fabricante Aeronave	Modelo Motor	Fabricante Motor	Revisões Maiores Aeronave (tipo/ Intervalo)	Revisões Fásicas Aeronave (tipo/ Intervalo)

b - Registro de voo:

Os registros de utilização totais da aeronave deverão ser informados em seus diversos tipos de controle.

Horas de voo;

Ciclos da Aeronave;

Pousos;

Ciclos de APU;

Horas de APU;

Data do Ultimo Voo;

Outros Controles aplicáveis.

Modelo da Aeronave	Nº de Série Aeronave	Horas de voo Totais	Ciclos da Aeronave	Pousos	Ciclos de APU	Horas de APU	Data Ultimo Voo
Outros controles	Outros Controles						

c - Registro de Inspeções:

Modelo de aeronave;

Número de série da aeronave;

Descrição da inspeção;

Publicação técnica aplicável;

Utilização total da aeronave ao término da inspeção; e

Data do término;

Oficina.

Observações.

Modelo da Aeronave	Número de Série da Aeronave	Descrição da Inspeção	Publicação técnica Aplicável	Utilização total da ANV término INSP	Data do término	Oficina responsável pelo serviço	Observações

d - Registro de grandes serviços (Essa tabela destina-se ao registro de todas as revisões gerais, INPP, reparos, recondiçõamentos, modificações, modernizações, revisões parciais ou manutenção do tipo progressiva feita na aeronave ou componente, por oficinas especializadas).

Modelo de aeronave ou do grande componente;

Número de parte do grande componente;

Número de série da aeronave ou do grande componente,

Utilização total da aeronave ao término do serviço;

Descrição do serviço;

Data do termino do serviços;

Oficina; e

Horas totais para próxima revisão.

Modelo Aeronave ou CJM	Número de parte CJM	Número de Série	Utilização total da ANV ao término do SV	Data de término SV	Oficina Responsável	Horas totais próxima inspeção	Descrição do Serviço

e - Registro de diretivas técnicas:

Tipo de Diretiva (TCTO/SB);
 Modelo de aeronave ou do grande componente;
 Número de parte grande do componente;
 Número de série da aeronave ou do grande componente;
 Número da diretiva técnica;
 Condição da diretiva (incorporada, não incorporada e cancelada);
 Categoria da diretiva (imediata, urgente ou rotina);
 Descrição da diretiva técnica; e
 Oficina, data e horas totais da aeronave ou grande componente ao término do serviços.

Tipo Diretiva	Modelo Anv ou CJM		Número de Parte CJM		Número de Série		
	Número Diretiva	Condição	Categoria	Descrição da Diretiva	Cumprimento		
					Oficina	Data	Horas totais

f) Histórico diversos, de estocagem e desestocagem: (Aeronave, motor e demais componentes):

Histórico diversos

Modelo da Aeronave ou nome do componente;
 Número de parte do componente;
 Numero de série da Aeronave ou componente;
 Data da ocorrência ou data da execução de um serviço; e
 Descrição da ocorrência, tais como acidentes, incidentes, serviços ou comportamento peculiar da aeronave.

Modelo da Aeronave ou nome do componente	Número de parte do componente	Numero de série da Aeronave ou componente
Data	Descrição da ocorrência	

f.1) Estocagem e desestocagem:

Data do Ultimo Voo;
 Data que se efetuou a estocagem;
 Tipo de estocagem;
 Data que o equipamento foi desestocado;
 Publicação Técnica referente à atividade de estocagem, desestocagem e prazos;
 Motivo da Estocagem; e
 Oficina que executou a estocagem.

Data Ultimo Voo	Data da estocagem	Data da Re-estocagem	Tipo	Data da Desestocagem	Publicação técnica	Motivo da desestocagem	Oficina

g) Registro de Remoção e Instalação de Itens Controlados:

Modelo ANV / PN CJM	Serial Number ANV / CJM	Utilização total da Anv/ CJM	PN Componente removido	Serial Number Componente removido	Motivo Remoção	PN Componente Instalado	Serial Number Componente Instalado	Oficina

h) HSCA - Histórico de Serviços de Componentes e Acessórios: (todos os componentes controlados deverão ser informados na tabela abaixo, 01 tabela por equipamento):

Número de parte do componente;
 Nomenclatura do componente;
 Fabricante / CFF do componente;
 Número de série do componente;
 Tempo limite de estocagem;
 Tipo de Controle;
 Tempo entre revisões;
 Tempo limite de vida;
 Data de instalação do equipamento;
 Número de série da Aeronave ou Grande Componente;
 Oficina de instalação;
 Total de utilização da Aeronave ou Grande Componente (ciclo, horas de voo, pousos, ciclos de Apu ou horas de APU) no momento da instalação;
 TSN do componente no momento da instalação;
 TSO do componente no momento da instalação;
 Dados de remoção do componente (data, total de utilização, TSN e TSO do Componente e Motivo);
 Diretivas do Componente;
 Número da diretiva;
 Condição da diretiva (incorporada, não incorporada e cancelada);
 Categoria da diretiva (imediate, urgente ou rotina);
 Descrição das diretivas; e
 Cumprimento da diretiva (data e oficina).

i) Motivo da remoção: Revisão Geral ou Grande reparo:

Part Number Componente	Nomenclatura	CFF	Serial Number	TLE	Tipo de Controle	TBO	TLV	Oficina	
PN Aeronave ou CJM / Serial number	Data Instalação	Total de Utilização ANV / CJM na Instalação	TSN Componente Instalação	TSO Componente Instalação	Data Remoção	Total de Utilização ANV / CJM na Remoção	TSN Compon ente Remoção	TSO Compon ente Remoção	Motivo da Remoção
Tipo Diretiva	Nº da Diretiva	Condição	Categoria	Horas do componente	Oficina	Data	Descrição da Diretiva		

j) Registro dos dispositivos explosivos de segurança; (01 tabela por dispositivo):

Modelo da Aeronave ou nome do componente;
 Número de parte do Componente;
 Número de série da Aeronave ou do componente;
 Nome do dispositivo explosivo de segurança;
 Número de parte do dispositivo Explosivo;
 Local em que o dispositivo está instalado;
 Vida do dispositivo no estoque;
 Vida do dispositivo instalado na aeronave ou equipamento;
 Número de Série do dispositivo explosivo;
 Lote de fabricação do dispositivo explosivo;
 Data de fabricação do dispositivo explosivo;
 Data de instalação do dispositivo explosivo;
 Tempo total instalado em outro equipamento;
 Data de vencimento do dispositivo instalado;
 Oficina que instalou o dispositivo explosivo;
 Data de remoção do dispositivo explosivo;
 Tempo total instalado do dispositivo explosivo; e
 Oficina que removeu o dispositivo explosivo.

Modelo da Aeronave ou nome do componente		Número de parte do Componente					Número de série da Aeronave ou do componente			
Nome do dispositivo explosivo de segurança		Número de parte do dispositivo Explosivo			Local em que o dispositivo está instalado		Vida em estoque		Vida Instalado	
Nº de Série	Lote	Data Fabricação	Data Instalação	Tempo Anterior	Vence em	Instalado Por	Removido em	Tempo Uso	Removido Por	

l) Registro de trocas de partes estruturais, superfícies e controles: (O mapeamento dos reparos estruturais da aeronave deverá ser disponibilizado, devendo ser informados utilizando a tabela abaixo):

Total de utilização da Aeronave no término do serviço;
 Data de término do serviço;
 Oficina; e
 Observações e peças maiores trocadas.

PN da parte Instalada	Serial Number	Total de Utilização da Aeronave	Data do Término do SV	Oficina	Observações: (motivo da substituição e demais informações julgadas necessárias)

- m) Deverá ser fornecido o mapa dos reparos estruturais da aeronave:
 n) Deverá ser fornecido um laudo boroscópico atual dos motores para a verificação das reais condições (compressores, seção quente, turbinas) junto os dados de desempenho (performance):
 o) Ficha de pesagem da Aeronave:

3 – Lista de Equipamentos Instalados: (A liste de itens é apenas um exemplo)

FABRICANTE ANV.:

MODELO ANV.

N/S:

<i>Instrumento/Equipamento</i>	<i>Fabricante</i>	<i>Modelo</i>	<i>P/N</i>	<i>Número de série</i>	<i>Regime de MNT (HT, OC, CM)</i>
VHF 1					
VHF 2					
VHF-FM					
HF					
Comunicação Satélite					
UHF					
Caixa de Áudio					
Intercomunicador					
ADF 1					
ADF 2					
RMI 1					
RMI 2					
VOR 1					
VOR 2					
ILS 1					
ILS 2					
HSI 1					
HSI 2					
EFIS 1					
EFIS 2					
Transponder					
DME					
ADC					
PA					
FMS 1					

<i>Instrumento/Equipamento</i>	<i>Fabricante</i>	<i>Modelo</i>	<i>P/N</i>	<i>Número de série</i>	<i>Regime de MNT (HT, OC, CM)</i>
<i>FMS 2</i>					
<i>GPS 1</i>					
<i>GPS 2</i>					
<i>Moving Map</i>					
<i>Skymap</i>					
<i>Inercial 1</i>					
<i>Inercial 2</i>					
<i>Stormscope</i>					
<i>TCAS</i>					
<i>Skywatch</i>					
<i>GPWS</i>					
<i>EGPWS / TAWS</i>					
<i>Windshear Detector</i>					
<i>Radar</i>					
<i>Radar Altimeter</i>					
<i>ELT</i>					
<i>FDR</i>					
<i>CVR</i>					
<i>Horizonte Artificial 1</i>					
<i>Horizonte Artificial 2</i>					
<i>Horizonte Artificial 3</i>					
<i>Giro Direcional</i>					
<i>FADEC</i>					
<i>Entretimento Som/CD</i>					
<i>Entretimento Video</i>					
<i>Fornos, etc.</i>					
<i>Outros</i>					

4) RBAC 121

Item 121.380 Requisitos para os registros de manutenção

(a) Cada detentor de certificado deve conservar (usando o sistema especificado no manual requerido por 121.369), os seguintes registros de manutenção durante os períodos especificados no parágrafo (c) desta seção: (1) todos os registros necessários para demonstrar que os requisitos para conservação da aeronavegabilidade do avião, conforme 121.709 foram atendidos;

(b) registros contendo as seguintes informações:

(i) tempo total em serviço da célula;

(ii) a presente situação de partes com limitação de vida de cada célula, motor e equipamentos normais e de emergência;

(iii) o tempo desde a última revisão geral (“overhaul”) de todos os itens instalados na aeronave que requeiram revisão geral com base em tempo de utilização definido (“hard time”);

(iv) identificação da presente situação de inspeções do avião, incluindo tempos de utilização desde a última inspeção prevista pelo programa de inspeções sob o qual o avião e seus componentes são mantidos;

(v) a presente situação de cumprimento das diretrizes de aeronavegabilidade (DA) aplicáveis, incluindo o método de aplicação das mesmas, e, se uma DA envolver ações recorrentes, o tempo e a data da próxima ação requerida;

(vi) uma lista atualizada de cada grande modificação realizada em cada célula, motor e equipamentos.

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ANEXO IV

RESPOSTA DA EMPRESA ARIA (RFI)



No. 003/2019
March 25, 2019

To: Mr. Leonardo Guedes - Col.
BACW's Chief

Subject: RFI maintaining of Boeing 767-300ER

Dear Col. Leonardo,

As per the RFI recently sent to us, please see our answers and considerations below.

Question 5.1.: Questions concerning aircraft leasing are:

Question 5.1.1: Is there any requirement or contract proposal that waives the company interest in signing contract? If yes, what it is?

Yes. As this aircraft will fly under a military registration and highly probably no one insurance company will insure it (like is happening now with the current 767-300ER under contract between the Brazilian Air Force and CTA Aerospace LLC, that is flying with absolutely no insure), how will be address this issue? FAB will be the one responsible for all damages and losses that may occur to this aircraft under contract?

Question 5.1.2: What is expected cost baseline for the leasing of the Boeing 767-300ER aircraft in accordance with proposed requirements?

The most important in this price analyses is the fact that this aircraft will operate under a military registration. And after the end of a 3-year lease period, will be mostly impossible to have this aircraft and its engines to be leased, sold or even part it out (for parts sale), as the international aviation market don't work with former military aircrafts or parts. Saving that and for lease costs proposes, we should consider that the aircraft CAPEX must be highly depreciated in the 4-year lease contract period. Considering all the costs for the giving scenario (military operation, 3+1 year lease, operations in Brazil, full maintenance for 600FH/year and 2.5:1 FH/FC ratio), no less than U\$ 750,000.00 per month. If the period of the lease increases (like a 5 year firm contract), the lease value can be considerable reduced.

Question 5.1.3: How long does an aircraft preparation for delivery usually takes?

30 days

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Question 5.2: Questions concerning maintenance are:

Question 5.2.1: Is there any requirement or contract proposal that waives the company interest in aircraft maintaining? If yes, what is it?

Brazil has only three MRO's certified to the 767-300ER (and the three belongs to air companies - TAP, GOL and LATAM), and their focus are to support their own airlines. Saying that, they're almost never prepared to take (or not want to) support external clients. Also, there's no one single spare parts shop in the whole country to support 767 parts. As 100% of all the parts must be imported and Brazil as a lot of bureaucracy (mostly in Customs...) that result in long delays for the importation process.... For this reasons, an increase of time in AOG solution should be addressed.

Question 5.2.2: Is there any aircraft maintenance program that satisfies proposed requirements?

It will be used the Maintenance Planning Document issued by Boeing. But with an expected 600 flight hours/year, a low utilization program by Boeing must be applied, resulting in an increase of maintenance costs.

Question 5.2.3: What are the advantages of this proposed aircraft maintenance program?

The main advantage is the fact that Maintenance Planning Document comply with requirements of all local and international authorities. Also, give you a clear maintenance schedule as the main maintenances are in intervals of 18-month.

Question 5.2.4: How much does this proposed aircraft maintenance program cost, and how it is calculated?

Will depend of many factors: As mentioned in Item 5.2.1, operating in Brazil is highly expensive, while the lack of MRO's, no spare parts available in the domestic market, timing in customs, high taxes, and no possibility to make exchange of parts in the parts market due the military registration, resulting in an considerable increase of costs. Having FAB's operation (only 600 FH a year) and its particularities, no less than US\$ 4.700,00 per FH (just airframe maintenance, not engines). If the FH/year has a substantial increase, the costs per FH will decrease.



Question 5.2.5: If there is not any proposed maintenance program, how much it would cost in order to comply with all requirements described in 4.2. Consider the following payment method:

Not Applicable.

Question 5.3: Question concerning extra services are:

Question 5.3.1: How much is a 3rd. maintenance level check as C4, C8 and C12

Cost of a 3rd maintenance level check:

C4 = around USD 1,800,000

C8 = around USD 2,400,000

C12 = around USD 2,800,000

Question 5.3.2: How much is the average repair cost of the PW4060 or CF80-C2B6F engines, for LLP (Life Limited Parts) parts replace.

It will depend of which LLP parts will be replaced. The engine are divided in 4 (four) main modules. If you have only one LLP for replacement, you will open only one module. But if you have one LLP to be replaced in each module, you will open all modules. As much you open an engine, higher could be the repair cost. Then the average repair cost can go from US\$ 2,000,000 up to US\$ 6,000,000.

Question 5.3.3: How long is the average TAT (Turnaround time) of LLP parts replace? Consider a TAT measured from the time the engine is cleared from Customs in Brazil, shipped to a maintenance shop (located in the South America, USA, Europe or Asia) for repair and shipped back to Brazil, before Customs clearance in Brazil.

2 to 3 months

Question 5.3.4: How much is the average repair cost of the PW4060 or CF80-C2B6F engines, for performance restoration maintenance, with no need for LLP replacement?

It will depend of what the repair shop will finding during the inspection of modules opened for performance restoration. Also it will depend if you need to

Several handwritten signatures and initials in blue ink are located at the bottom right of the page. There are three distinct marks: a large, stylized signature, a smaller signature, and a set of initials.



open the compressor and turbine or only one of these modules. Then the average repair cost can go from U\$ 3,000,000 up to U\$ 5,000,000.

Question 5.3.5: What is the average EFH, EFC between performance restoration removals?

12.000-15.000 EFH / 3000 EFC.

Question 5.3.6: How long is the average TAT for performance restoration maintenance?

2 to 3 months.

Question 5.3.7: How much is the average repair cost of the PW4060 or CF80-C2B6F engine, with no need for LLP (Life Limited Parts) replacement, for light or heavy FODS

It will depend if you need to open the compressor and turbine or only one of these modules. For light FOD, maybe you will have to open only the compressor (cold section of the engine). For heavy FOD, maybe you will have to open also the turbine (hot section of the engine). Also it will depend of how many compressor or turbine stages affected by FOD. A boroscopic inspection will be determinant to help finding the damage extension. Then the average repair cost can go from U\$ 2,000,000 up to U\$ 6,000,000.

Question 5.3.8: How long is the average TAT of heavy FOD engine repair?

2 to 3 months

Question 5.3.9: How much is the average repair cost of the PW4060 or CF80-C2B6F engine, for vanes and blades replacement, whose damages were found during borescope inspection, with no need for LLP (Life Limited Parts) replacement?

It will depend if you need to open the compressor and turbine or only one of these modules. The engine have vanes and blades installed in the compressor (cold section of the engine) and the turbine (hot section of the engine). Also it will depend of how many damaged compressor or turbine stages. Then the average repair cost can go from U\$ 3,000,000 up to U\$ 5,000,000.





Question 5.3.10: What is the average EFH, EFC before engine removals due to vanes or blades replacement?

Normally vanes and blades are replaced during the engine performance restoration unless you have an FOD. Then it is reasonable to assume the following average for vanes and blades replacement: 12,000-15,000 EFH / 3000 EFC.

Question 5.3.11: How much is the cost of acquisition and annual updating service of the aircraft and engine technical publications?

The cost of acquisition and annual updating service of the aircraft (just maintenance manuals) and engine technical publications is around USD 60,000.00.

Question 5.3.12: How much is the cost of one technical representative for on-site technical support during three years?

The cost is USD 243,000.00 for the 3 years. However, this value is already included in the cost of the Aircraft Maintenance Program.

Question 5.3.13: How much is a three-year on-call technical support?

Boeing can provide the on-call technical support. However, the cost is per event. There is not a fixed cost per year.

Question 5.3.14: How much is an engine rental service?

An average market price of rental service for such engines (long term – minimum of 3 to 5 years) is around USD 50,000 to 60,000/month (fixed – per engine) + USD 400 per FH, with a ratio of 7 FH to 1 FC. If the FH per FC decreases, the price will increase substantially. But due the military operation, will be impossible to place an engine rental program.

Best regards,

Marcelo Cohen
Director

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ANEXO V

RESPOSTA DA EMPRESA IAI (RFI)



Israel Aerospace Industries Ltd Aviation Group

FEDERAL REPUBLIC OF BRAZIL
AERONAUTICAL COMMAND - BRAZILIAN AIR FORCE
Brig. Ar LUIS AMEDEO IOZZI DA SILVA

20.3.2019

Dear Brig IOZZI,

Israel Aerospace Industries Ltd. ("IAI") is proud to present its response to the Brazilian Air Force Request For Information RFI published on March 13, 2019.

IAI will propose a B767-300ER aircraft, which has Low cycles and is equipped with PW4060 engines, representing the most cost-effective and efficient solution for the operational needs of the Brazilian Air Force.

IAI Proposal is FULLY compliant and exceeds Brazilian Air Force requirements.

Currently, IAI contacted a leasing company which has under its inventory a 1996 767-300ER fresh from heavy maintenance.

IAI will grant the operation by providing the Brazilian Air Force with maintenance, logistics and engineering support, in order to ensure continuous operation, support and potential operational and technological upgrades of the aircraft during its full-service life.

IAI has the key engineering, operational and management capabilities to provide the Brazilian Air force with the most cost-effective, efficient and long-term solutions.

Moreover, For the purpose of this program, IAI will team up with a Brazilian company which is experienced in maintaining 767s to set a Prime-contractor - Sub-contractor structure (which may be extended in the future to include other local Brazilian companies). The team is proposing leasing of one (1) B767-300ER aircraft based on Low cycles, equipped with PW4060 family engines type. These represent the most cost-effective and efficient solution for the operational needs of the Brazilian Air Force.

The flight hour ROM price based on Low Utilization Aircraft Maintenance Program will be about 25,000\$

During the RFP IAI will provide a final number.

Sincerely,

Jacob Yosha
Director, Military Transport Aircraft programs
AVIATION GROUP
IAI
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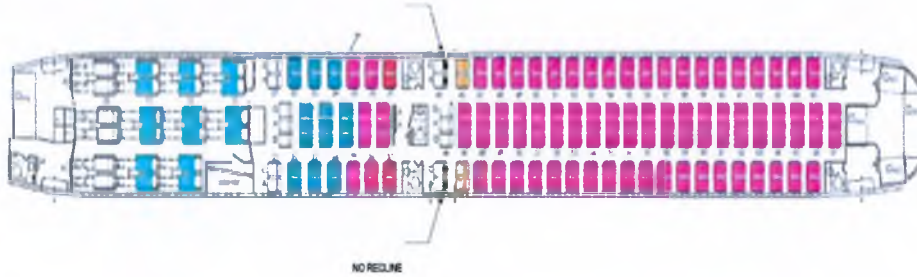
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The cabin configuration 767-300

Total 196 economy passenger's seats + 8 Crew seats + 22 business class seats.



		PAX
B/C	FRONT ROW - 4 SEATS	20
	74 PRCH - 16 SEATS	
E/C	FRONT ROW - 14 SEATS	196
	39 PRCH - 4 SEATS	
	24 PRCH - 81 SEATS	
	10 PRCH - 103 SEATS	
	38 PRCH - 4 SEATS	
TOTAL PAX		216

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Passengers' Cabin Internal View



A handwritten signature in blue ink is located at the bottom center of the page. The signature is stylized and appears to be a name followed by a surname.



RFI's Compliance Matrix

4. CONTRACT REQUIREMENTS	Compliance	remarks
According to item 2, Brazilian Air Force contract intend to be divided in 3 phases, Leasing, Maintenance and Extra Services.		
4.1. The requirements for Aircraft Leasing are:		
4.1.1. Must be a Boeing 767-300ER aircraft, manufactured in 1990 or later.	Comply	1996
4.1.2. Aircraft is expected to be delivered in April 2018, it must be delivered before 45 days after contract signature.		Correct date Estimated date July 2019
4.1.3. Aircraft delivery site can be anywhere in the world. In case it takes place outside Brazil, the costs related to extra daily rates of crew and technical team must be refunded.	Comply	The aircraft will be delivered to Rio Brazil
4.1.4. Aircraft engine must be Pratt & Whitney PW4060 or General Electric CF80-C2B6F with at least 300 remaining cycles when the Leasing contract expires, or three years after contract signature.	Comply	Currently the aircraft has 1127 Hr With less (3*600/2.5) remaining will be 407cycles
4.1.5. Aircraft must be able to operate in accordance with FAA, EASA and manufactures requirements.	Comply	Aircraft is certified according to FAA and EASA
4.1.6. Aircraft must be grey painted as a description in specific Brazilian Air Force's document.	Comply	Will be done by IAI
4.1.7. The leasing will be provided for a period of 36 (thirty six) months and may be extended for more twelve months.	Comply	By contract
4.1.8. During the leasing the aircraft maintenance shall be conducted as per item 4.3 below.	Comply	See 4.3
4.1.9. Aircraft must be certified for operation in accordance to manufactures and FAA requirements until 2022 (Roadmap on Enhanced Civil-Military CNS Interoperability and Technology Convergence - Edition 2.0 - EUROCONTROL 13/10/17-07).	Comply	TCAS, ACARS and GPS will be installed according to the CNS/ATM requirements.
4.2. The requirements for Aircraft Maintenance are:		



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4.2.1. Maintenance services will be provided by contracted party, during the leasing period.	Comply	By contract
4.2.2. Maintenance services shall meet all requirements of Aviation Authority relating to its geographical location.	Comply	By contract
4.2.3. Labor for Maintenance activities concerning fuel, oxygen, hydraulic oil, and engine oil replenishment, as also tires calibration will be done by Brazilian Air Force.	Comply	Provided that the personal working on the aircraft will be with applicable commercial license by ANAC
4.2.4. Labor for preflight, inter flight, and post-flight will be provided by Brazilian Air Force.	Comply	Provided that the personal working on the aircraft will be with applicable commercial license by ANAC
4.2.5. All others, scheduled or unscheduled, maintenance services, which include labor, material, transport, customs clearance, and others costs, not listed on paragraph 4.2.3 and 4.2.4, will be provided by contracted party.	Comply	
4.2.6. Aircraft programmed maintenance should be performed in Brazil. In case it takes place abroad, the costs related to aircraft fuel, handling, and abroad extra daily rates of crew and technical team must be refund.	Comply	
4.2.7. The minimum required Annual Aircraft Availability must be equal or above 80%.	Comply	
4.2.8. The minimum required Annual Aircraft Operational Reliability (OPR) must be equal or above 90%.	Comply	
4.2.9. AOG solution time must be less than:	Comply	
4.2.9.1. 48H in Operation base;	Comply	
4.2.9.2. 48H in Brazilian Commercial Service Airports;	Comply	
4.2.9.3. 72H in Brazilian Non-Commercial Service Airports or Latin America Commercial Service Airports;	Comply	
4.2.9.4. 96H in Outside Latin America Commercial Service Airports.	Comply	
4.3. The requirements for extra services		



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are:		
4.3.1. Extra Services must be approved by Brazilian Air Force and contracted party.	Comply	
4.3.2. Extra Services must be done by manufacturer and/or FAA authorized facilities.	Comply	
4.3.3. Aircraft must be certified for operation in accordance to manufactures and ANAC requirements or similar (FAA, EASA) after any extra service modification.	Comply	
5. QUESTIONS		
5.1. Questions concerning aircraft leasing are:		Will be answered during the RFP
5.1.1. Is there any requirement or contract proposal that waives the company interest in signing contract? If yes, what it is?		Will be answered during the RFP
5.1.2. What is expected cost baseline for the leasing of the Boeing 767-300ER aircraft in accordance with proposed requirements?		Will be answered during the RFP
5.1.3. How long does an aircraft preparation for delivery usually takes?		Will be answered during the RFP
5.2. Questions concerning maintenance are:		Will be answered during the RFP
5.2.1. Is there any requirement or contract proposal that waives the company interest in aircraft maintaining? If yes, what is it?		Will be answered during the RFP
5.2.2. Is there any aircraft maintenance program that satisfies proposed requirements?		Will be answered during the RFP
5.2.3. What are the advantages of this proposed aircraft maintenance program?		Will be answered during the RFP
5.2.4. How much does this proposed aircraft maintenance program cost, and how it is calculated?		Will be answered during the RFP
5.2.5. If there is not any proposed maintenance program, how much it would cost in order to comply with all requirements described in 4.2. Consider the following payment method:		Will be answered during the RFP
5.2.5.1. Approximately 70% of total expected cost, considering operational parameters in item 3, will be fixed, paid in		Will be answered during the RFP



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a monthly basis. As if the aircraft operate at least 50 FH.		
5.2.5.2. Approximately 30% of total expected cost will be dependable on flight hours, paid after each month. The amount will be proportional to the number of FH above 50FH, which the aircraft operate during each month.		Will be answered during the RFP
5.3. Question concerning extra services are:		Will be answered during the RFP
5.3.1. How much is a 3rd maintenance level check as C4, C8 and C12.		Will be answered during the RFP
5.3.2. How much is the average repair cost of the PW4060 or CF80-G2B6F engines, for <u>LLP (Life Limited Parts) parts replace</u> .	The average cost for a core overhaul shop visit is around \$4.2M, not including LLPs. The LLPs cost will depend on the cycle build that the customer will choose.	
5.3.3. How long is the average TAT (Turnaround time) of LLP parts replace? Consider a TAT measured from the time the engine is cleared from Customs in Brazil, shipped to a maintenance shop (located in the South America, USA, Europe or Asia) for repair and shipped back to Brazil, before Customs clearance in Brazil.	The average in house TAT (from when the engine arrives in IAI's shop until it is ready to ship to the customer) is 90 days	
5.3.4. How much is the average repair cost of the PW4060 or CF80-C2B6F engines, for <u>performance restoration maintenance</u> , with no need for LLP replacement?	The average cost for a core overhaul shop visit is around \$4.2M, not including LLPs. The LLPs cost will depend on the cycle build that the customer will choose.	
5.3.5. What is the average EFH, EFC between performance restoration removals?	Around 4,500 cycles. The EFH will depend on the hour/cycle ratio that the customer flies	
5.3.6. How long is the average TAT for performance restoration maintenance?	Same as above	
5.3.7. How much is the average repair cost of the PW4060 or CF80-C2B6F engine, with no need for LLP (Life Limited Parts) replacement, for <u>light or heavy FOPS</u>	Please clarify FOPS	
5.3.8. How long is the average TAT of	This would depend on the	

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heavy FOD engine repair?	extent of the damage	
5.3.9. How much is the average repair cost of the PW4060 or CF80-C2B6F engine, for vanes and blades replacement, whose damages were found during borescope inspection, with no need for LLP (Life Limited Parts) replacement?	This would depend on the extent of the damage	
5.3.10. What is the average EFH, EFC before engine removals due to vanes or blades replacement?	Blades are removed on condition, not due to cycle or hour limit	
5.3.11. How much is the cost of acquisition and annual updating service of the aircraft and engine technical publications?	We do not have this specific knowledge	
5.3.12. How much is the cost of one technical representative for on-site technical support during three years?	The average cost for a core overhaul shop visit is around \$4.2M, not including LLPs. The LLPs cost will depend on the cycle build that the customer will choose.	
5.3.13. How much is a three-year on-call technical support?	The average in house TAT (from when the engine arrives in IAI's shop until it is ready to ship to the customer) is 90 days	
5.3.14. How much is an engine rental service?	The average cost for a core overhaul shop visit is around \$4.2M, not including LLPs. The LLPs cost will depend on the cycle build that the customer will choose.	

DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original version shall prevail.



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
DIRECTORATE OF AERONAUTICAL AND WARFARE MATERIAL**

BASIC PROJECT PLAN N° 02/DIRMAB/2019



ref

**BASIC PROJECT PLAN FOR THE LEASE OF 1 (ONE)
BOEING 767-300ER AIRCRAFT WITH INTEGRATED
LOGISTIC SUPPORT**

Produced in accordance with subparagraph IX, Article 6, Law N° 8.666, dated June 21, 1993, and the "Bids & Contracts- TCU [Brazilian Federal Audit Court] Bids and Contracts" manual, 4th Edition, 2010.

[Handwritten signature]

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1. PREAMBLE

1.1 HISTORY

1.1.1 In 1984 the Air Force Chief of Staff ('Estado-Maior da Aeronáutica' - EMAER) kicked off studies to launch a new aircraft which would satisfy the demand for increased capacity with the Brazilian Air Force's Logistic Air Transport ('Transporte Aéreo Logístico' -TAL).

In 1986, the Brazilian Air Force (FAB) incorporated in its fleet four Boeing 707 (KC-137) aircraft, which were allocated to the 2^o/2^o Transportation Group ('Grupo de Transporte' - GT), thus broadening the spectrum of possibilities to perform FAB missions.

After 27 years of operations, taking into account the current international aviation scenario, KC-137 did not keep up with the technological evolution required for safe, economic and environmentally-friendly operations. The engines have become obsolete, with a high number of operational failures, and they now present noise emission levels which are unacceptable by international standards.

Additionally, possible modernizations to the KC-137, within the COMAER, were deemed inadequate, due to the impossibility of updating the vector because of its elevated degree of obsolescence and also because it would require a high investment amount vis a vis a small operational profit to be gained from a potential and limited modernization.

Further to the global deactivation process for the Boeing 707, used in civil aviation, there has been a known discontinuity in the supply of spare parts for the equipment, as enormous difficulties came about for fleet training via flight simulator, due to the aircraft's decreased commercial attraction.

Thus, it became urgent to deactivate the fleet, as the technological advance in global aviation had left the 707 Boeing behind. Altogether, this context made operational maintenance very heavy, and the equipment no longer satisfied the Brazilian Air Force's operational needs.

Within this reality, the KC-X2 Project emerged, which was the name assigned to the KC-137 replacement project. The Project was established by the Air Force Chief of Staff (EMAER) in 2008 and conducted by the Coordinating Committee for the Combat Aircraft Program. Better existing market solutions were sought, taking into account the technical-operational, logistic, industrial requirements and due commercial and technological compensation for the Brazilian State.

On March 14 2013, via an official document from the Aeronautical Command, company Israel Aerospace Industries – IAI was announced as winner of the selection process for a new Heavy Cargo Aircraft for the FAB. The company was selected to convert commercial aircraft Boeing 767-300ER to platforms with the ability to satisfy FAB needs.

After the accident occurred during take-off at the Port au Prince Airport in Haiti in 2013, all flights were suspended for aircraft KC-137 (Boeing 707) and -in meetings occurred on June 5 and 6, 2013, the Air Force's High Command opted for the fleet's final discontinuation. Consequently, it was decided to continue negotiations for the process of purchasing a Heavy Cargo Aircraft to replace the recently deactivated aircraft, which would ensure continuity for the services rendered by KC-137 to the FAB and by extension to Brazil.

Due to the country's current economic situation, the purchase process for the KC-X2 aircraft has undergone delays and its completion is under threat. Additionally, the expected delivery date for the first aircraft would occur approximately fifteen months after contract

signature, which would excessively prolong the gap generated by the deactivation of aircraft KC-137.

Therefore, this Basic Project Plan aims to quickly create an alternative -however partial, compared to the KC-X2 project under operational aspects- on a temporary basis, and at a cost compatible with the current situation of the country and of the Brazilian Air Force. This alternative aims to keep the FAB with a strategic long-range aircraft, of great reliability and high passenger and cargo capacity. With continuity from an aircraft of this size it is hoped that other Projects, such as the C-130, C-295 and VC-2, will continue to be absorbed, which in theory- promotes a reduction of its air efforts.

It should be noted that the alternative in question does not exhaustively replace the KC-X2 Project.

This endowment model would be implemented, initially, through the lease of BOEING 767-300ER aircraft, with logistic support included, to be operated by the crew of the 2º/2º Transportation Group ('Grupo de Transporte') for an initial period of 36 (thirty-six) months, after which time it may be renewed for 24 (twenty-four) months.

1.2 PRELIMINARY CONSIDERATIONS

1.2.1 In order to detail the Lease Model with Logistic Support under the Lessor's responsibility, referred to as the CONTRACTED MODEL in this Basic Project Plan, all variables are described affecting the AIRCRAFT'S safe operation, as well as its systems and the certain assumption of a continuous inspection and update plan by the AIRCRAFT -and components'- manufacturer. The payment model shall be based on the monthly volume of man-hours used- FH, referred to as PBH (Power by the Hour) Price, whose coverage shall be described in this Basic Project Plan.

1.2.2 It is vital to highlight the importance and peculiarities associated with the operation of the 2º/2º Transportation Group, to fulfill the Logistic Air Transportation's missions (transportation of military officers and cargo). The availability/dispatchability and prompt fulfillment of the maintenance requests are of extreme importance for the execution of these missions. Thus, it is mandatory that the AIRCRAFT not require any 3rd Level scheduled maintenance, as per the Maintenance Plain Document, within the first twelve months of operation, starting on the date of delivery of the aircraft to the COMAER, such as Check C4 and/or (C8, C12, C16, etc.) and Check D, structural inspection tasks and/or pertaining to CPCP, S4C and/or multiple [tasks] (S8C, S12C, etc.).

1.2.3 This Basic Project Plan establishes that the AIRCRAFT shall be located at the 2º/2º GT, receiving support from the Aeronautical Material Depot of Galeão - PAMA-GL, as Central Depot.

1.2.4 The CONTRACTED PARTY shall be responsible for training 2º/2º GT officers to perform pre-flight, inter-flight and post-flight maintenance activities at the runway level (changing basic components, wheels, and other immediate service activities while away from main location). The engine's hydraulic oils and oxygen shall be supplied by the CONTRACTED PARTY. During the performance of this contract, the level of maintenance carried out by the 2º/2º GT may be reviewed, provided that the CONTRACTED PARTY provide the necessary qualification and training to the 2º/2º GT mechanics, and provided that such review is previously agreed upon by the CONTRACTING PARTY and CONTRACTED PARTY. In the CONTRACTED PARTY's interest, and at no cost to the CONTRACTING PARTY.

1.2.5 Scheduled and Unscheduled Organic Level (1st Maintenance Level), Intermediate Level (2nd Maintenance Level) and Depot (3rd Maintenance Level) cell, power drive group maintenance activities shall be the CONTRACTED PARTY's responsibility, except for the activities listed in item 1.2.4.

1.2.6 In this case, the CONTRACTED COMPANY must include- in its Final Offer, the commitment to provide, on Domestic Territory and abroad, a service infrastructure to support Logistic Assistance activities in connection with AIRCRAFT maintenance activities via a contract with a certified RBAC 145 -or comparable- workshop.

1.3. DEFINITIONS

In order to facilitate comprehension of terms in this Basic Project Plan and simplify the composition of its text, the following abbreviations and phrases were used:

1.3.1 AC – APU Cycle: it is the complete sequence for an Auxiliary Power Unit (APU) from start to turnoff.

1.3.2 ACARS – Aircraft Communications Addressing and Reporting System – System for the Issue and Receipt of Digitalized Data.

1.3.3 ACMS – Aircraft Condition Monitoring System.

1.3.4 AD – Airworthiness Directive – It refers to the mandatory directive(s) issued by the Aeronautical Authority defining actions to maintain the AIRCRAFT in airworthy condition.

1.3.5 AIRCRAFT – 01 (one) Boeing 767-300ER AIRCRAFT.

1.3.6 AFM – Aircraft Flight Maintenance – AIRCRAFT Maintenance Sheets.

1.3.7 AH –APU Hour – Each hour or hour increase from the time the APU is activated until turnoff.

1.3.8 ALA 11 – Military Organization where the 2^o/2^o GT is located, in Rio de Janeiro-RJ.

1.3.9 AMM – Aircraft Maintenance Manual, technical publication allowing the mechanic to perform maintenance on an aircraft, by performing the maintenance activities required in line or at a hangar or at a service center.

1.3.10 ANAC – National Civil Aviation Agency, Brazilian Aeronautical Authority.

1.3.11 AOG - Aircraft on Ground – Designation for an aircraft deemed unfit to continue to- or return to operation until applicable measures are taken to restore the aircraft's airworthy condition. This status qualifies as top priority in processing a maintenance action and/or spare part request.

1.3.12 ASSET VALUE– Market value for total number of components required to maintain the stock level defined by the CONTRACTED PARTY.

1.3.13 ATA 25 – Specification of Furniture/Equipment System inside the aircraft.

1.3.14 ATA 100 – Specification for AIRCRAFT Systems.

1.3.15 ATA 300 – Container Specification for Aeronautical Transportation.

1.3.16 EMERGENCY ASSISTANCE – Immediate assistance in case of emergency based on any request from the CONTRACTING PARTY.

1.3.17 AERONAUTICAL AUTHORITY – This is the IFI/ANAC in Brazil, or [other] agency -in Brazil or in any other country- deemed responsible for the administration of civil aviation.

1.3.18 CIVIL AVIATION AUTHORITY – ANAC.

1.3.19 AWB – Air Way Bill – Handling Cost Proposal for an AIRCRAFT item.

1.3.20 BER - Beyond Economic Repair – Term commonly used to define the condition of a part or COMPONENT whose repair cost is economically inviable. It is the CONTRACTING PARTY's prerogative to declare BER condition.

1.3.21 CASC – CONTRACTED PARTY's Authorized Service Center- Maintenance facility which (i) satisfies -in every regard- the requirements of the Aeronautical Authority in the state or Country where the workshop is active, (ii) is qualified to operate as an AIRCRAFT workshop by the relevant Aeronautical Authority and (iii) was selected to provide Maintenance Services or any other relevant requested service.

1.3.22 CLP – Catalog List Price.

1.3.23 CM - Condition Monitoring – Monitoring of a condition for items which do not possess a maximum lifetime, after which they must be removed for overhaul or replacement.

1.3.24 COMREC - Goods and Services Acceptance Committee, formed by at least three members who- through the Contracting Administrative Unit representing the Brazilian Air Force before the CONTRACTED PARTY, are assigned to receive the object, whether it be a good or service, in accordance with the parameters set forth in ICA [Aeronautical Command Directive] 65-8/2009 and ICA 12-23/2014.

1.3.25 COMPONENT – Any independent part, set of parts, sub-sets, sets or units, whether new or used, deemed to be in Airworthy Condition and ready for installation, and whose function is distinct and necessary for the operation of one or more of the AIRCRAFT's main systems.

1.3.26 REPAIRABLE COMPONENT – Component whose repair or revision is economically viable,

1.3.27 CONSUMABLE COMPONENT – A one-time use component, which shall be treated in this Contract as a Disposable Component.

1.3.28 DISPOSABLE COMPONENT – Component for which there is no authorized repair procedure, or whose repair cost normally exceeds replacement cost.

1.3.29 UNUSABLE COMPONENT - Component which has become unusable or component which needs to be removed from the Aircraft for repair or general overhaul.

1.3.30 AIRWORTHY CONDITION – Mandatory safety condition demanded by the Aeronautical Authority to keep the AIRCRAFT in normal operational flight state.

1.3.31 CONTRACTED PARTY - Winning bidder after the object of the Bid has been awarded and ratified.

1.3.32 CONTRACTING PARTY the Federal Union, through its body, the Aeronautical Command, via the Brazilian Aeronautical Commission in Washington DC, whose beneficiary Military Organization is the Aeronautical Material Depot of Galeão [PAMAGL].

1.3.33 CSN – Cycles Since New – Cycles lapsed since new condition.

1.3.34 DCTA – Air and Space Science and Technology Department.

1.3.35 DISPATCHABILITY– Aircraft operational performance, based on percentage of programmed flights without the occurrence of operational interruptions, such as: delays greater than 15 minutes; runway return, flight return, flight to alternative destination or cancellation. Such indicator is measured through the following formula:

DISPATCHABILITY (DP): Percentage of flights that meet the above mentioned requirements for missions scheduled in a specific timeframe.

$$DP = (NM-INT)*100/NM;$$

DP: Dispatchability;

INT: Number of mission interruptions in the timeframe examined, whereby an interruption is characterized as any delay greater than 15 minutes, cancellations, runway returns and return after take-off;

NM: Number of missions scheduled for a fleet in the examined timeframe.

1.3.36 DIRMAB- Directorate of Aeronautical and Warfare Material..

1.3.37 AVAILABILITY – The operational availability associated with a specific timeframe is the quotient obtained from the time in available condition and the sum of timeframes in available and unavailable condition. This indicator is measured through the following formula:

OPERATIONAL AVAILABILITY (Do): Percentage of days on which fleet is ready to complete all specified missions, relative to time elapsed.

$Do = SDDP * 100 / (NAOP * NDP) = MTBM / (MTBM + MDT)$.

SDDP: Sum of Available Days within the Timeframe, in other words, the sum of the number of days in which each aircraft is available within the examined timeframe;

NAOP: Number of Operational Aircraft within the examined fleet

NDP: Number of Days within the examined timeframe;

MTBM: Mean Time Between Maintenance;

MDT: Mean Down Time.

1.3.38 DOU – Brazil's Official Gazette ['Diário Oficial da União'].

1.3.39 AIRCRAFT DOCUMENTATION - All documents required by the CONTRACTED PARTY and by the relevant Aeronautical Authority to operate the Aircraft. Such documents must include- but are not limited to- documents pertaining to the Aircraft's Main Systems, Certificate of Airworthiness, registration certificate and maintenance records entered on Aircraft logbooks.

1.3.40 DOCUMENTATION – All Aircraft Documentation for Repairable Components, as required by the Aeronautical Authority, which may include Brazilian Form CTA SEG VOO 003, Form FAA 8130-3, Form One EASA/JAA and the labels associated with the Repairable Components, showing TSN, CSN, lapsed time (calendar time) and the data history or parts which have reached time limit for repair, whenever applicable.

1.3.41 EAS /GSE -Ground Support Equipment.

1.3.42 EO - Engineering Order.

1.3.43 EOC – End of Contract – Date on which Contract validity ends.

1.3.44 STOCK OF EXCHANGE ITEMS - Material owned by the CONTRACTED PARTY, sized and maintained at its own expenses, to be made available to the CONTRACTING PARTY at the conditions established in this Basic Project Plan [PB], as a means of supply to ensure the fulfillment of contractual obligations.

1.3.45 ETOPS – Extended Twin Engine Operations.

1.3.46 EXCHANGE – Immediate exchange procedure for a damaged component, in cases where such component has already been revised and is in available in the supplier's usable stock, requiring a change of S/N, thus promoting the AIRCRAFT's availability because it diminishes Turnaround Time for the item to the degree to which it extinguishes the need to wait for the repair process on the shipped S/N.

1.3.47 FAB – Brazilian Air Force.

1.3.48 FC –FC Flight Cycle- complete cycle from AIRCRAFT take-off to landing.

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One touch and go process counts as 1 (FC) flight cycle.

1.3.49 FCA – Free Carrier –INCOTERMS 2010 Modality means onus-free delivery to carrier. The exporter delivers the merchandise, with customs clearance for export, to the carrier's care, at the location notified by the importer, at which point the exporter's responsibilities cease. This condition may be used in any type of transportation, including multimodal. The delivery location is the same as the designated location. Thus, the risks and costs are transferred to the buyer at this same location.

1.3.50 FCE – -Flight Cycle of Engine – Time lapsed from engine ignition to turn off.

1.3.51 FH – Flight Hour - Each hour or hour increment from the time when the Aircraft's landing gear leaves the ground during take-off until the moment in which said landing gear touches the ground upon landing.

1.3.52 FINDINGS – Non-conformity found during an inspection.

1.3.53 CONTRACT MONITOR – Member of the administration specifically appointed as its representative to oversee and inspect contract execution, whereby third-party contracting is permitted, to assist him and provide him with information relevant to such assignments in situations in which his technical expertise is not sufficient to exercise said duties.

1.3.54 INSPECTION– Activity performed by a member of the administration as CONTRACT INSPECTOR, in a systematic manner, for the purpose of verifying fulfillment of contractual clauses, and of complementary instructions issued by the CONTRACTING PARTY regarding contract fulfillment, in all its aspects, so as to identify deviations and take measures so to correct them or, when outside his sphere of competence, forward them to higher-ranking authority.

1.3.55 FOCAL POINT – Ponto Focal – A professional appointed by the CONTRACTED PARTY to act as main person in charge of Contract and contracted services.

1.3.56 FOD – Foreign Object Damage – Damage caused by a foreign body to the AIRCRAFT and its systems.

1.3.57 FORWARD EXCHANGE – Provision of component to be processed on an exchange basis, before it is retrieved as an inoperable item. The component may already be located at the operator's facility or may need to be shipped to the operator, from time of notification issued by the operator in a timely manner.

1.3.58 TECHNICAL HELP DESK – telephone customer service provided by the CONTRACTED PARTY as troubleshooting support.

1.3.59 H/h or MH– Man Hour.

1.3.60 HT - Hard Time – Component requiring specific preventive maintenance action based on predetermined use interval.

1.3.61 ICA – Aeronautical Command Directive.

1.3.62 IFI – Industrial Development and Coordination Institute, acting as the certification authority in Brazil, with power to certify an AIRCRAFT.

1.3.63 INCOTERMS 2010 – Set of international rules for the interpretation of the most commonly used commercial terms used in international trade.

1.3.64 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 service description, as well as their quantities, unit and total prices, in addition to the weights and other information deemed essential for

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SISCOMEX. It is considered the most important document for customs clearance by the importer because it contains all the elements pertaining to the export operation.

1.3.65 LAW N° 8.666/93 – General norms or rules governing bids and administrative contracts for projects, services, including publicity, purchases, sales and bids within the Federal Government's, States', Federal District and Cities' power.

1.3.66 BIDDER – Company participating in the bidding process.

1.3.67 LLC - Life Limited Component – A component that must be removed on a specific date.

1.3.68 LLP – Life Limited Part – Component with predetermined lifespan.

1.3.69 LRU – Line Replaceable Unit – Item which may be replaced through Level 1 Maintenance.

1.3.70 FLIGHT MANUAL – Flight Crew Operations Manual, volumes 1 and 2.

1.3.71 UNSCHEDULED MAINTENANCE - Maintenance not included in Scheduled Maintenance, or occurring before the anticipated time, or performed as a consequence of a discrepant condition, reported by the fleet during a scheduled inspection of the AIRCRAFT, whose performance is/was necessary to restore airworthy condition for either the AIRCRAFT or one of its components by fixing an obvious flaw or suspected malfunction and/or a defect.

1.3.72 SCHEDULED MAINTENANCE - For the maintenance services scheduled at regular intervals and performed in order to fulfill a program which was previously established by applicable Technical Directives or technical publications.

1.3.73 ENGINEERING LABOR - For the services involved in developing aircraft modification projects or technical assistance provided by the CONTRACTED PARTY'S engineering department.

1.3.74 GENERAL SERVICE LABOR – For the general services performed inside the aircraft such as painting or cleaning of compartments or other items of the cabin, changing seat upholstery, material covering division and other similar services..

1.3.75 TECHNICAL LABOR - For the maintenance services rendered by the CONTRACTED PARTY'S technicians.

1.3.76 MCC – Maintenance Control Center.

1.3.77 MEL - Minimum Equipment List – List of baseline equipment items required to dispatch the AIRCRAFT.

1.3.78 MPD - Maintenance Planning Document – Document establishing the Maintenance Plan.

1.3.79 ND – Expense Nature.

1.3.80 NDT – Non-Destructive Test.

1.3.81 NF– Bill of Sale

1.3.82 NFF - - No Fault Found – It is an expression used by repair workshops, after testing a given COMPONENT received for repair, stating no flaw or defect was found to justify its removal for repair.

1.3.83 MAINTENANCE LEVELS 1, 2 AND 3 - It is the division in tiers of logistic and technical complexity for the performance of the inspections (checks) periodically performed on the aircraft, as established in the Maintenance Schedule

1.3.84 NR – Regulatory Norm issued by the Ministry of Labor..

1.3.85 NTO - No Technical Objection.

1.3.86 OC - On-Condition - Maintenance process in which the condition of a system or major set, compared to a specific limit, is periodically assessed through visual inspection, measurement or other through other adequate physical standard (usage and deterioration) without requiring removal and repair.

1.3.87 ENGINEERING REQUEST – Document issued by the Engineering Department containing a description of the processes to be undertaken to recover or repair the component, system or structure when existing repair or maintenance manuals do not include guidelines on the specific damage or breakdown encountered..

1.3.88 OVERHAUL – General overhaul

1.3.89 PAMA-GL – Aeronautical Material Depot of Galeão.

1.3.90 CENTRAL DEPOT – Executive body of COMAER's Aeronautical and Warfare Material System (SISMAB), responsible for all measures required for supply, maintenance, and technical support activities to the operators and general oversight of a Project, or equipment placed under its responsibility by the System's Central Body, as well as for perfect knowledge of the status of all equipment applied in projects under its responsibility, whereby the retrieval of said equipment is the responsibility of another Depot, acting as Workshop Depot. The Central Depot manages the Project as a whole, including the components which may be assigned to one or more Workshop Depots.

1.3.1.91 TOTAL LOSS - a loss resulting in indemnifiable damage and costs amounting to at least 75% (seventy-five percent) of the AIRCRAFT'S market price.

1.3.92 PMA – Aircraft Maintenance Program.

1.3.93 PN – Part Number – Code used to identify an aeronautical item.

1.3.94 PO (PURCHASE ORDER) – It is a foreign Purchase Order, equivalent to a Funds Allocation Bill or proceeds allocation document in Brazil. It is a document issued by the competent authority, implying the state's commitment to pay, bound or not to condition implementation; it is the guarantee that the necessary credit exists to liquidate commitment undertaken, and represents the first step of a public budget expense;

1.3.95 PBH PRICE (POWER BY THE HOUR) – Monthly amount to be paid by the CONTRACTING PARTY based on the number of monthly hours flown by the operator.

1.3.96 PRICE LIST – Manufacturer or Supplier Price List.

1.3.97 MAINTENANCE CONTROL OR PLANNING PROGRAM – CONTRACTED PARTY's Program, consisting in the CONTRACTING PARTY's maintenance within the CONTRACTED PARTY'S Standard Aircraft Maintenance Plan, provided it has been previously agreed to by the parties.

1.3.98 SHIPPING REGION – ALA11, PAMA-GL the CONTRACTED PARTY'S CASCs, within or without the Aircraft's Geographic Region.

1.3.99 AIRCRAFT'S GEOGRAPHIC REGION – Brazilian Territory.

1.3.100 STANDARD SHIPPING – logistic processes related to the shipment of material to CASCs and to the CONTRACTED PARTY's Workshops, as well as the CONTRACTING PARTY'S Bases, whether they be PAMA-GL or BAGL.

1.3.101 SCHEDULED COMPONENT REMOVAL – Component removal due to expiration of shelf life or TBO.

1.3.102 1.3.101. UNSCHEDULED COMPONENT REMOVAL – Component removal caused by a flaw or breakdown before expiration of shelf life or TBO.

1.3.103 S/N – Serial Number- Individual identification number for every item, COMPONENT, system or functional sub-set of a Part Number.

1.3.104 SB - Service Bulletin – Document issued by original equipment manufacturer with information on how to perform a modification to an operational AIRCRAFT or COMPONENT.

1.3.105 ADDITIONAL SERVICES–All services which are not included in the scope of the PBH Price.

1.3.106 GENERAL SERVICES - Services performed inside an aircraft: painting or cleaning of cabin compartments, items, change of seat upholstery or divisions or similar services.

1.3.107 MAINTENANCE SERVICES– Scheduled and Unscheduled Maintenance, including breakdown investigations, repairs, overhaul, or warranty revision, which must be performed on the Aircraft and its Components, in accordance with the MPD for Scheduled Maintenance or with AMM/SRM or Engineering Request for Unscheduled Maintenance.

1.3.108 SIAFI – Brazilian Government’s Integrated Financial Management System.

1.3.109 SILOMS – Integrated Logistic, Material and Service System used by FAB.

1.3.110 MAIN AIRCRAFT SYSTEMS – All aircraft systems, including aircraft avionics and APU, but excluding aircraft engines.

1.3.111 SRM –Structural Repair Manual – Manual containing descriptive information regarding the repair of the main and secondary structure of the aircraft and supplying details on the repair procedures developed by the manufacturer and its operators.

1.3.112 STC - Accessory Certificate Type- certification for approval of modification through ANAC or other specific authority.

1.3.113 WARRANTY REPLACEMENT – Replacement with transfer of property, in full or in part, of an Unusable Component, used to perform Extraordinary Services, for the intended purposes, by another equivalent component in equal or higher quantity.

1.3.114 TAT – Turn Around Time – Time between authorized shipping of item until its clearance by Brazilian customs, upon its return.

1.3.115 TROUBLESHOOTING – activity aimed at identifying breakdowns and their corrective measures.

1.3.116 TBO – Time Between Overhauls- Scheduled Time for Component Use in between Overhauls.

1.3.117 TSN – Time Since New – Time lapsed since component manufacture..

1.3.118 TSO – Time Since Overhaul – Time since a certain item was overhauled for the last time.

1.3.119 ACCEPTANCE CERTIFICATE - Document issued by COMREC, including a description of the phase of services delivered, in accordance with delivery and payment schedule and respective invoice.

1.3.120 TIME & MATERIAL – Type of contract in which services or materials are provided based on client demand.

1.3.121 WORKSCOPE – Set of predetermined tasks for the performance of a maintenance service.

2. OBJECTIVE

2.1 This Basic Project Plan aims to present the set of necessary and sufficient elements, with the adequate level of precision, to characterize the service, OBJECT sought by the Administration, which shall complete the Administrative Management Service (PAG), dealing with the contracting of services for the Lease- and associated Logistic Support for 36 (thirty-six) months' operation of the BOEING 767-300ER AIRCRAFT and its equipment, starting on the date of contract signature, [after which time] it may be extended for another 24 (twenty-four) months, allowing the CONTRACTING PARTY to:

- 2.1.1** Define the methods for performing the Service;
- 2.1.2** Evaluate service costs;
- 2.1.3** Set execution timeframe;
- 2.1.4** Establish MONITORING and RECEIPT norms;
- 2.1.5** Establish warranty terms for the service; and
- 2.1.6** Guide and govern the relationship between the CONTRACTED PARTY and the CONTRACTING PARTY.

3. OBJECT

3.1 Provision of LEASE SERVICES, WITH LOGISTIC SUPPORT, based on the MONTHLY USE OF FLIGHT HOURS (Power by the Hour- PBH) for 1 (one) BOEING 767-300ER AIRCRAFT and its equipment, ensuring a despatchability equal to or greater than 92% (ninety-two percent), in addition to an average operational availability equal to or greater than 90% (ninety percent), duly recorded in SILOMS.

3.2 The conditions below represent the AIRCRAFT's operational parameters established as "CONTRACTED BASE" for the FH, for which the service will be provided:

- 3.2.1** Estimate of 700 FH air effort over a 12- (twelve-) month period per AIRCRAFT;
- 3.2.2** FH/FC average within the range of 2.0 to 2.5 over a 12- (twelve-) month period;
- 3.2.3** AH/FH= range of 1.67 to 2.0 over a 12- (twelve-) month period;
- 3.2.4** AH/AC= range of de 2.0 to 2.5 over a 12- (twelve-) month period;
- 3.2.5** 1 (one) BOEING 767-300ER AIRCRAFT, with a prefix to be delivered by the CONTRACTING PARTY upon contract signature; and
- 3.2.6** Payment shall occur on a monthly basis, by multiplying number of hours actually flown in the previous month by the current FH price, in addition to a fixed installment to be paid monthly for lease, entailing scheduled maintenance.

3.3 The AIRCRAFT must possess the following specifications:

- 3.3.1** BOEING 767-300ER AIRCRAFT, painted gray, with the FAB's symbols and emblems and configured with all necessary items for its normal operations;
- 3.3.2** It must be equipped with fifteen LD-8-type or thirty LD-2 type containers or mixed [types] occupying all aircraft positions for cargo;
- 3.3.3** For the planning and preparation of the proposal an annual use of 700 (seven hundred) - FH (flight hours) - and 280 (two hundred eight) FC (flight cycles) should be taken into account.

3.3.4 It must be supplied with a Certificate of Airworthiness and registration for operation in national and foreign territory with a FAB matrix number to be delivered by the CONTRACTED PARTY upon delivery of the aircraft. The Certificate of Airworthiness must be maintained up to date throughout execution timeframe, whereby the payments for related costs shall be the CONTRACTED PARTY's responsibility.;

DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original version shall prevail.

3.3.5 No 3rd level scheduled maintenance shall be required, as per Maintenance Plain Document, in the first twelve months of operations, such as a C4 Check and/or multiple (C8, C12, C16, etc.) [Checks] and Check D, structural inspection tasks and CPCP, S4C and/or multiple (S8C, S12C, etc.).

3.3.6 Possess power drive set with a series installed on at least 15% of the Boeing 767-300ER fleet. Upon delivery the CONTRACTED PARTY must ensure that the engine have at least 300 cycles available per year, and 3.0 °C EGT margin. All engine data must be submitted in proposals. Departure cycles starting with maintenance actions shall not be taken into consideration.

3.3.7 [The aircraft] MAY NOT possess an accident record.

4. SERVICE SPECIFICATION

4.1 DETAILED SERVICE SPECIFICATION

The performance of the services in this Basic Project Plan is divided in 3 (three) MODULES, where Module 1 entails fixed payment, Module 2 [is] covered by the monthly payment of flight hours used (PBH Price) and Module 3 [is provided] upon demand, with the following respective items:

4.1.1 MODULE 1 – LEASE

- 4.1.1.1 AIRCRAFT DELIVERY TO THE CONTRACTING PARTY**
- 4.1.1.2 AIRCRAFT OPERATION**
- 4.1.1.3 AIRCRAFT RETURN TO THE CONTRACTED PARTY**
- 4.1.1.4 AIRCRAFT REQUIREMENTS**

4.1.2 MODULE 2 – INTEGRATED LOGISTIC SUPPORT

- 4.1.2.1 MATERIAL SUPPORT**
- 4.1.2.2 MAINTENANCE SERVICES**
- 4.1.2.3 MAINTENANCE PLANNING AND CONTROL**
- 4.1.2.4 ENGINEERING SUPPORT**
- 4.1.2.5 ENGINE SUPPORT SERVICES**
- 4.1.2.6 PROVISION OF GROUND SUPPORT EQUIPMENT AND MAINTENANCE**
- 4.1.2.7 NAVIGATION PUBLICATIONS AND SHEETS**
- 4.1.2.8 TECHNICAL REPRESENTATIVE**

4.1.3 MODULE 3 – ADDITIONAL SERVICES

- 4.1.3.1 ENGINEERING SERVICES**
- 4.1.3.2 MAINTENANCE SERVICES**
- 4.1.3.3 MISCELLANEOUS SERVICES**

4.2 MODULE DETAILS

4.2.1 MODULE 1 – LEASE

4.2.1.1 AIRCRAFT DELIVERY TO THE CONTRACTING PARTY

4.2.1.1.1 The deadline for AIRCRAFT delivery shall be 60 days after contract signature, whereby the CONTRACTED PARTY shall inform the CONTRACTING PARTY of the delivery date upon contract signature.

4.2.1.1.2 The CONTRACTED PARTY shall include in its delivery schedule a prior date, at least 15 days in advance of delivery, to allow CONTRACTING PARTY to carry out detailed inspection of the AIRCRAFT, with COMREC members.

4.2.1.1.3 The aircraft delivery process shall include acceptance flights performed by members of COMREC and the CONTRACTED PARTY.

4.2.1.1.4 The aircraft SHALL be delivered at a CASC to allow for immediate correction of potential discrepancies found by COMREC.

4.2.1.1.5 Before delivery, the CONTRACTED PARTY SHALL submit a checklist for items installed on aircraft as well as all relevant documentation.

4.2.1.2 AIRCRAFT OPERATION

4.2.1.2.1 The CONTRACTING PARTY shall use the AIRCRAFT in LOGISTIC AIR TRAFFIC TRANSPORTATION, including- but not limited to- transportation of personnel, armed troops and military materials, and AERO MEDICAL EVACUATION, which includes transportation of personnel and health materials. The 2^o/2^o GT shall also perform missions to support the Presidency of the Republic throughout the world.

4.2.1.2.2 The CONTRACTING PARTY shall operate the AIRCRAFT in accordance with current air traffic law.

4.2.1.2.3 Airport taxes and fuel used for the mission shall be the CONTRACTING PARTY's responsibility.

4.2.1.3 AIRCRAFT RETURN TO THE CONTRACTED PARTY

4.2.1.3.1 The AIRCRAFT shall be returned to the CONTRACTED PARTY at the end of the execution timeframe at a location to be determined (on Brazilian territory) by both parties.

4.2.1.3.2 The costs associated with fuel for moving the AIRCRAFT to return location shall be the CONTRACTING PARTY's responsibility.

4.2.1.3.3 The CONTRACTED PARTY shall be responsible for keeping the AIRCRAFT in good preservation conditions throughout execution timeframe. Costs for overhaul and maintenance of ATA 25 items – interior furniture/equipment shall be included in the PBH Price.

4.2.1.4 AIRCRAFT REQUIREMENTS

4.2.1.4.1 General Aircraft Configuration:

4.2.1.4.1.1 The aircraft SHALL have a valid Certificate of Airworthiness issued by the Aeronautical Authority of the aircraft's country of origin or by the owner of the Type Certificate, including validation and potential Complementary Type Certificate or Modification Certificates, [all of which shall be] validated by a Brazilian Aeronautical Authority, throughout contract validity.

4.2.1.4.1.2 The aircraft shall comply with the necessary and sufficient airworthiness requirements established by the Brazilian Air Code, LAW N° 7.565/1986, by ANAC or by

Civil Aviation Authorities recognized by ANAC as regards Continued Airworthiness guarantee extended to leased aircraft.

4.2.1.4.1.3 Have a manufacture date later than January 1st, 1990;

4.2.1.4.1.4 Have a complete overhaul record in accordance with the manufacturer's maintenance program.

4.2.1.4.1.5 Be painted gray, per Brazilian Air Force standard, in accordance with OTCA, document which defines all painting parameters for FAB aircraft. This document shall be delivered 3 business day after the results is disclosed.

4.2.1.4.1.6 The aircraft shall be equipped with APU (Auxiliary Power Unit), integrated in the aircraft's electric system;

4.2.1.4.1.7 The aircraft MUST have an emergency system, allowing lowering of landing gear, if the main system should fail;

4.2.1.4.1.8 The aircraft MUST have the ability to perform detanking by pressure;

4.2.1.4.1.9 The aircraft MUST have the ability to eliminate fuel in flight;

4.2.1.4.1.10 The start system MUST allow engine ignition by using the APU;

4.2.1.4.1.11 Should the engines turn off in flight, the system MUST allow immediate reignition and start in flight;

4.2.1.4.1.12 The break system MUST be equipped with auto-breaks and anti-skid system;

4.2.1.4.1.13 The aircraft MUST have a defrost system for the critical parts of the engines, systems and fuselage;

4.2.1.4.1.14 The aircraft MUST have be equipped with TLE (Emergency Locator Transmitter), with the ability to transmit emergency signals at the following frequencies: 121.5 MHz, 243 MHz and 406.025 MHz;

4.2.1.4.1.15 The aircraft MUST have a minimum reach of 6.000 NM, in the following conditions:

- a) Take-off from runway prepared from, at the most, 3000 meters, at a temperature of ISA+20°C, 100% relative humidity and MSL;
- b) Route temperature of ISA+10°C;
- c) At least 25 tons of cargo or 169 passengers _+ 10 tons of cargo; and
- d) Meet civil norms regarding fuel reserve.

4.2.1.4.1.16 Possess power drive set with a series installed on at least 15% Boeing 767-300ER aircraft fleet. The CONTRACTED PARTY, upon delivering the aircraft, shall guarantee that the engine have at least 300 cycles available per year and 3.0 °C EGT margin. All engine data must be included in proposals. Departure cycles starting with maintenance actions shall not be taken into consideration.

4.2.1.4.1.17 The aircraft MUST be able to take off with a cargo of up to 36,000 Kg;

4.2.1.4.1.18 The aircraft MUST be able to operate in the following climate conditions:

- a) on ground, between -15° C and 55° C for external temperature, including any part of its equipment;
- b) in flight, between ISA -15° C and ISA +35° C; e
- c) between 0% and 100% relative air humidity.

4.2.1.4.1.19 The aircraft MUST have an internal air conditioning system which operates on ground, before take-off, at external temperature conditions comprised between -15°C and 55°C, and – in flight- between ISA-15°C and ISA+35°C;

4.2.1.4.1.20 The air conditioning system MUST allow independent temperature controls within the cockpit and cargo, with an operational range between 15°C and 27°C;

4.2.1.4.1.21 Temperature control in the air conditioning system MUST be automatic with a maximum variation of $\pm 3^{\circ}\text{C}$ relative to selected temperature, in 90% of operational area;

4.2.1.4.1.22 All aircraft systems MUST be protected against damages caused by rain, hail, fog, saline atmosphere and dust, external agents, humidity and heat;

4.2.1.4.1.23 The aircraft structure MUST have less than 25,000 cycles;

4.2.1.4.1.24 The aircraft MUST have interchangeable parts, with new parts bearing the same PN, alternate or superseded parts, as well as parts from aircraft of the same model, without excessive force or rework;

4.2.1.4.1.25 for the configuration of the passenger cabin, the following types of seats *may* be used: "Economy", "Comfort", "Recliner", "Angle Flat Lie", "Flat Bed" and "Open Suite".

- a) Economy seats must be set at least 28 inches apart, measure at least 17 inches in width and have adjustable reclining seats;
- b) Comfort seats must be set at least 34 inches apart, measure at least 17 inches in width and have adjustable reclining seats which are superior [in nature] to the Economy seats
- c) Recliner seats must be set at least 50 inches apart, measure at least 20 inches in width, have adjustable leg rest, individual arm rest, and an adjustable reclining seats superior [in nature] to Comfort seats;
- d) Angle Lie Flat seats must be set at least 59 inches apart, measure at least 19 inches in width, have adjustable leg rests, seat and back, in addition to reclining [angle] of at least 160° ;
- e) Flat Bed seats must be set at least 60 inches apart, measure at least 19 inches in width, have adjustable leg rests, the ability to align leg rest, seat and back in addition to a reclining angle greater than 175° ; and
- f) Open Suite seats must be set at least 70 inches apart, measure at least 20 inches in width, have adjustable leg rests, the ability to align leg rest, seat and back, with a reclining [angle] of at least 175° in addition to allowing individual privacy.

4.2.1.4.1.26 The passenger cabin must have the ability to carry at least:

- a) 180 passengers in Economy seats; and
- b) 20 passengers in Business Class Seats (Angle Flat Lie, Flat Bed or Open Suite)

4.2.1.4.1.27 The passenger cabin must have a presentable inner configuration, which is compatible with well-preserved, stain-free passenger transportation, floor appearance, lateral walls, ceiling and luggage compartment;

4.2.1.4.1.28 The aircraft MUST have at least, 6 (six) bathrooms with QTU capacity;

4.2.1.4.1.29 The passenger cabin MUST have a number of galleys which is compatible with the number of passengers per compartment;

4.2.1.4.1.30 The passenger cabin MUST have seats/cots for crew rest, preferably isolated from other seats. To this end, Business Class seats may be used, preferably in isolation;

4.2.1.4.1.31 The passenger cabin must have frequency converters installed and integrated in the existing power supply system. These units MUST supply electricity to two service outlets in the cockpit and 12 service outlets in the upper cargo compartment Each outlet shall supply 110V AC 60 Hz 150W.

4.2.1.4.1.31.1 If the aircraft submitted does not meet the above criteria, the bidder shall not be disqualified if the bidder's proposal includes a schedule to fulfill the requirement. The timeline for adjusting the aircraft shall be no more than 180 (one hundred eighty) days starting from contract signature, subject to submission of a schedule for the performance of

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the services. All services to adjust the aircraft to the proposal shall be the CONTRACTED PARTY's responsibility.

4.2.1.4.1.32 The passenger cabin must have functional normal as well as emergency lighting system for all cabins, a functional sound system (announcements, entertainment and PA), windows and window shades in good preservation condition without functional or visible crystallization on the protective plastic;

4.2.1.4.1.33 The passenger cabin MUST have at least 4 (four) emergency exits, in addition to galleys and main exit doors;

4.2.1.4.1.34 The lower deck MUST have a mechanized, palletized compartment with cargo doors that open directly to the exterior;

4.2.1.4.1.35 The components and accessories applied and installed on the aircraft, as well as the tools and ground support equipment, MUST:

- a) be fully developed and certified within the aircraft delivery timeframe without being subject to an exclusive license by the supplier(s);
- b) be free from restrictions, political and/or technological order, concerning export from the materials' country of origin if applicable;
- c) have proven performance and requirements via evaluation by Brazilian technical qualification and certification agencies;
- d) have all required documentation and qualification at technical evaluations for assembly, removal and maintenance;
- e) Present original manufacturer traceability;
- f) be available for purchase or lease throughout contract validity; and
- g) make available a software and hardware update plan throughout the expected lifestyle.

4.2.1.4.1.36 The aircraft MUST have full records for overhauls by manufacturers within international requirements for scheduled maintenance;

4.2.1.4.1.37 The aircraft's records MUST be free from aeronautical accidents, per logbook entries;

4.2.1.4.1.38 The aircraft MUST be included in an Integrated Logistic Support Plan (PALI) for the fleet's entire life cycle, as per applicable RBHA, FAR and MIL rules, describing the planning, management, execution, control, interface and integration of all necessary logistic support for the fulfillment of all requirements established in this document. The PALI shall always be delivered together with company proposal submission;

4.2.1.4.1.39 It MUST be possible to operate APU in flight, as per applicable flight envelope;

4.2.1.4.1.40 The power drive set MUST include a monitoring and control system for the engine parameters, in the Full Authority Digital Electronic Control (FADEC) category, or other which has superseded it;

4.2.1.4.1.41 Have motorized palletized cargo system sharing in both (front and back) decks, taking into account all pallet locks (measurements: 125''X96'', 125''X88'' and 60,4''X96'') and containers (LD-2 and LD-8), with cargo doors opening to aircraft exterior;

4.2.1.4.1.42 Have a fuel system with operation [expressed] in kilograms;

4.2.1.4.1.43 Not require any 3rd Level scheduled Maintenance per Maintenance Plain Document, within the first 12 months of operation after aircraft delivery to COMAER, such as Check C4 and/or multiple [checks] (C8, C12, C16, etc.) and Check D, structural inspection tasks and for CPCP, S4C and/or multiple [others] (S8C, S12C, etc.).

4.2.1.4.1.44 The aircraft MUST be equipped with all safety, rescue and survival equipment (SSS equipment) as per RBAC 121.

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4.2.1.4.1.45 A map for structural repairs MUST be submitted, as well as major services performed on the aircraft, alongside other information, as per Attachment III, together with proposal submission.

4.2.1.4.1.46 Upon aircraft delivery, the CONTRACTED PARTY MUST make available the last weighting sheet, and balancing sheet- customized to the aircraft being operated.

4.2.1.4.1.47 Requirements listed under 4.2.1.4.1 - 4.2.1.4.1 GENERAL AIRCRAFT CONFIGURATION: - are mandatory upon aircraft receipt, unless otherwise specified within the item description.

4.2.1.4.2 Configuration of Communication and Navigation Systems:

4.2.1.4.2.1 The aircraft must be equipped with windshear warning system equipment;

4.2.1.4.2.2 The avionics system and its equipment components MUST have internal diagnostic ability (Built-In-Test Equipment - BITE);

4.2.1.4.2.3 The communication system MUST incorporate the following equipment:

- a) 03 VHF radio transmitters with 8,33kHz spacing and VHF FM immunity;
- b) HF radios with registered SELCAL code; and
- c) transponder equipment with at least 3/A,C and SEHS (Enhanced Surveillance) or ELS (Elementary Surveillance) Modalities;

4.2.1.4.2.4 The aircraft must be certified and fly:

- a) RNAV (Area Navigation), at least RNAV 5 and 1;
- b) RNP (Required Navigation Performance), at least RNP 10 and 1;
- c) RVSM (Reduced Vertical Separation Minima); and
- d) With GNSS (Global Navigation Satellite System) in all flight phases.

4.2.1.4.2.5 The navigation system MUST have the following equipment:

- a) Backup Flight Instrument - BFI;
- b) Radio altimeter;
- c) Cockpit Voice Recorder/Flight Data Recorder, with respective unloading and reading of recorded data, and with a rapid delete device;
- d) Meteorology mission RADAR;
- e) Automatic Pilot and Flight Director (PA/FD);
- f) Digital Air Data Computer - DADC;
- g) GNSS. This equipment must be integrated with aircraft FMC (Flight Management Computer);
- h) Flight Management System (FMS);
- i) Inertial Navigation System -INS;
- j) At least TCAS (Traffic Collision Alert and Avoidance System), type II, MK VII;
- l) TAWS (Terrain Awareness and Warning System) or EGPWS (Enhanced Ground Proximity Warning System); e
- m) VOR/ILS/MB/DME Set.

4.2.1.4.2.6 The aircraft MUST be certified for -at least- ILS CAT II;

4.2.1.4.2.7 The PA/FD MUST allow precision approximations of at least a ILS CAT II type;

4.2.1.4.2.8 The aircraft MUST have the following alarm devices:

- a) visual alert for abnormalities in various systems integrated in single panel with color differentiations among critical situations (red) and those requiring attention (amber);
- b) aural alert, linked to the visual system mentioned in item "a" above;
- c) visual and aural alert for selected radar altitude;
- d) ON/FAIL indicator on various aircraft devices;
- e) aural alert for proximity to ground (TAWS or EGPWS);
- f) audio and visual alert for proximity to air traffic (TCAS); and
- g) integrated alarms system via EICAS (Engine Indication and Crew Alerting System).

4.2.1.4.2.9 In case the engine generators are lost, the emergency communication and navigation systems MUST remain operational for at least 30 (thirty) minutes;

4.2.1.4.2.10 The communication and identification system MUST allow interface with the Navigation System, allowing control and selection of communication, identification and data transfer;

4.2.1.4.2.11 Have certified and qualified navigation equipment to operate in all continents around the globe, including compliance of ICAO norms as regards CNS/ATM; and

4.2.1.4.2.12 FMC with minimum data capacity of 7.0 Mega Bytes, with the ability to support the entire globe in its data base (including high and low air ways, VOR, intersections). It must have the ability to store all procedures (SID, STAR, APCH, ILS, RNAV etc.) in effect in (civil and military) airports around the world in its data base.

4.2.1.4.2.12.1 This requirement must be met within 4 (four) months of delivery. During the 4 (four) months, all cycle modifications requested by the CONTRACTING PARTY, due to low capacity for FMC storage, shall have their amounts deducted from PBH.

4.2.1.4.2.13 The requirements listed in 4.2.1.2.2 – Configuration of Communication and Navigation System – are mandatory upon receipt of aircraft, except for item 4.2.1.2.2.12 which has a different timeline, as specified above.

4.2.1.4.3 ETOPS

4.2.1.4.3.1 The aircraft must have ETOPS 180 certification;

4.2.1.4.3.2 A system's commands' trustworthiness MUST be proven for all aircraft operational conditions;

4.2.1.4.3.3 The power drive group MUST have certification for ETOPS 180 operation; and

4.2.1.4.3.4 The APU MUST be certified to comply with ETOPS 180.

4.2.1.4.3.5 The requirements listed in 4.2.1.4.3 are mandatory upon receipt of the aircraft.

4.2.2 **MODULE 2 – INTEGRATED LOGISTIC SUPPORT**

4.2.2.1 **MATERIAL SUPPORT**

4.2.2.1.1 **Components**

a) The CONTRACTED PARTY commits to supplying –within PBH Price coverage- all necessary and sufficient components for Organic Level (1st Level Maintenance), Intermediate (2nd Level Maintenance) and Depot (3rd Level Maintenance) scheduled and

unscheduled maintenance [activities]. The maintenance components to maintain the Furniture/Equipment System for the aircraft's cabin – ATA 25 – are covered by the PBH Price.

b) The Components used in Maintenance Services shall be supplied by the CONTRACTED PARTY. Each installed COMPONENT must comply with the requirements established by the Aeronautical Authority.

c) The supply of Disposable Components shall be performed by the CONTRACTED PARTY, without additional costs to PBH Price.

d) All component shippings from the CONTRACTED PARTY to the CONTRACTING PARTY must be complete with invoices and other documents which may be legally required, including- but not limited to- sheets with component traceability information, LOG BOOK, booklets, sheets for controlled items if applicable, Certificates of Conformity, Service Repair Execution Report etc.

e) The CONTRACTED PARTY must replace any unusable COMPONENT removed due to definite lifespan or in the course of scheduled maintenance or due to unscheduled maintenance performed. The CONTRACTED PARTY shall be responsible for packaging in accordance with ATA300 and for shipping the COMPONENT in accordance with STANDARD SHIPPING terms, to CASC or to a location required by the CONTRACTING PARTY, unless the CONTRACTING PARTY deems it necessary to transport the component itself to Aircraft location. Any procedure or cost which does not qualify as a STANDARD SHIPPING term shall also be the CONTRACTED PARTY's responsibility, and already included in the PBH Price. The CONTRACTED PARTY shall send the unusable COMPONENT to CASC within 05 (five) business days of COMPONENT removal from AIRCRAFT.

g) The maximum timeframe for making the aircraft available for changing components, especially for AOG, is- starting from the date in which the CONTRACTED PARTY receives a formal request from the CONTRACTING PARTY,:

g.1) Aircraft in the 2^o/2^o GT: 24 (twenty-four) hours for consumable items and 48 (forty-eight) hours for repair items;

g.2) Aircraft at domestic airports or any airport in South America served by regular commercial aviation: 72 (seventy-two) hours;

g.3) Aircraft at other airports: 96 (ninety-six) hours.

h) Non-compliance with the above timeframes shall only be taken into account [i.e. accepted] in pre-established cases or circumstances beyond the CONTRACTED PARTY's control, such as atmospheric changes, or events of such a nature that they prevent air traffic to the location in which the material/personnel is being sent. In the event of any such circumstance, the CONTRACTED PARTY shall officially submit to the CONTRACTING PARTY the reasons for delay, with due substantiation through the attached supporting documents, as well as the procedures undertaken to resolve the issue, for justification of the greater time lapsed to service AOG.

i) the timelines and conditions established in this document for the logistics of material transportation are additional to the requirements associated with aircraft availability and dispatchability.

4.2.2.1. Consumable Material

a) The CONTRACTED PARTY commits to supplying, at no additional cost to the CONTRACTING PARTY, and within PBH cost coverage, all consumable materials required for Organic Level (1st Level Maintenance), Intermediate (2nd Level Maintenance) and Depot (3rd Level Maintenance) scheduled and unscheduled maintenance [activities], including materials to execute services described in item 1.2.4.

b) Bulk items and related supplies must be supplied by the CONTRACTED PARTY, all covered by PBH Price.

4.2.2.1.3 All materials required in maintenance operation for AIRCRAFT (including consumable components and materials) must have their transportation and customs clearance costs included in the PBH Price. This also applies to emergency service on domestic and international territory.

4.2.2.1.4 Supply Strategy

a) The CONTRACTING PARTY shall reserve space in the 2^o/2^o GT's Hangar to keep a minimal stock of materials and components, to be controlled and used by the CONTRACTED PARTY, for the purpose of maximizing AIRCRAFT availability and dispatchability.

b) The CONTRACTED PARTY shall maintain an EXCHANGE STOCK or lease/purchase necessary and sufficient COMPONENTS from third parties, to fulfill CONTRACTED PARTY's obligations as specified in this Basic Project Plan pertaining to availability and dispatchability.

c) The CONTRACTED PARTY shall maintain EXCHANGE STOCK components, or purchase/lease them from third parties, in accordance with applicable ANAC rules to ensure that the components are in adequate condition for use. The CONTRACTED PARTY shall cover all costs associated with the maintenance of the EXCHANGE STOCK, PURCHASE/LEASE OF COMPONENTS, including, but not limited to: depreciation, freight, insurance, repair cost. The CONTRACTED PARTY shall also be responsible for managing inventory, warranty, repair and restocking of all components covered by EXCHANGE STOCK, PURCHASE/LEASE.

4.2.2.2 MAINTENANCE SERVICES

a) The Maintenance Services to be provided by the CONTRACTED PARTY, or by other source indicated by the CONTRACTED PARTY, shall meet all requirements of the Local Aeronautical Authority.

b) The above Maintenance Services shall include the required materials and labor for Organic Level (1st Level Maintenance), Intermediate (2nd Level Maintenance) and Depot (3rd Level Maintenance) scheduled and unscheduled maintenance [activities]. Pre-flight, inter-flight and post-flight maintenance activities and labor and runway level maintenance (1st Maintenance Level), as regards refurbishing fuel and oxygen, refilling hydraulic oil and engine oil and calibrating tires, shall be the 2^o/2^o GT's responsibility through qualification of 2^o/2^o GT officers to be provided by the CONTRACTED PARTY.

c) The CONTRACTED PARTY shall ensure that all labor used is qualified and sufficient to perform services on Aircraft (as per aeronautical legislation in effect).

d) the CONTRACTED PARTY shall be responsible for all painting services, both for aesthetic finishing purposes as well as for the aircraft's structural integrity.

4.2.2.2.1 SCHEDULED MAINTENANCE

- a) All Scheduled Maintenance shall be performed by a CASC chosen by the CONTRACTED PARTY. Scheduled Maintenance in accordance with applicable approved Maintenance Plan. This plan shall cover all tasks and intervals proposed by the CONTRACTED PARTY and approved by the CONTRACTING PARTY, which shall be periodically adjusted by the CONTRACTED PARTY, in mutual agreement with the CONTRACTING PARTY. The Maintenance Plan approved by the CONTRACTING PARTY shall agree with the Manufacturer's and with coverage from the CONTRACTED PARTY's Engineering Department.
- b) The execution of the tasks established in this Basic Project Plan, as determined in the PMA developed by the CONTRACTED PARTY includes – but is not limited to Checks A and C, all Structural Checks, Out-of-Phase Tasks and all checks associated with Level 3 maintenance, based on the average annual effort anticipated for the AIRCRAFT (700 FH).
- c) The CONTRACTING PARTY shall transport the AIRCRAFT to the CASC for Scheduled Maintenance, within the timeframes established by the CONTRACTED PARTY in accordance with the PMA.
- d) The CONTRACTING PARTY shall schedule with the CONTRACTED PARTY, up to 45 days before scheduled date in maintenance diagonal, the beginning of scheduled maintenance at CASC, while the date for scheduled maintenance may altered, in the CONTRACTING PARTY's exclusive interest. The CONTRACTED PARTY shall give the AIRCRAFT associated with this Basic Project Plan priority for the purpose of meeting the CONTRACTING PARTY's needs, as it is a strategic aircraft.
- e) The FINDINGS which may emerge while performing Scheduled Maintenance at CASC shall be treated as follows:
- e.1) Component replacement shall be the CONTRACTED PARTY's responsibility in accordance with the fixed fee for labor and materials, as already established in the PBH Price.
- f) The CONTRACTED PARTY shall be responsible for Maintenance Services and all costs associated with additional labor, transportation, accommodation, meals and other similar expenses. In case of maintenance [activities] performed outside of the city of Rio de Janeiro – RJ, the CONTRACTED PARTY shall also be responsible for covering accommodation, meal expenses and hotel-CASC commutes for the CONTRACTING PARTY'S crew members and technical staff required from the aircraft's transportation to the chosen CASC.

4.2.2.2.2 UNSCHEDULED MAINTENANCE

- a) Unscheduled maintenance shall preferably be performed at a CASC chosen by the CONTRACTED PARTY.
- b) Maintenance Services associated with the performance of unscheduled maintenance at a CASC shall be as follows:
- b.1) Component replacement and labor provided during unscheduled maintenance services shall be covered by CONTRACTED PARTY, per prior inclusion in PBH Price.

4.2.2.2.2.1 Outside of CASC

- a) In the event of an AOG situation within the aircraft's geographic region, the unscheduled Maintenance Services may only be performed by an Authorized Maintenance Center approved by the CONTRACTED PARTY.

DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original version shall prevail.

a.1) The CONTRACTED PARTY shall be responsible for paying costs associated with labor, components and materials for the Maintenance Service, together with the maintenance center authorized by the CONTRACTED PARTY, and these are covered by the PBH.

a.2) All transportation, accommodation, meal costs associated with the movement of CASC technicians shall be the CONTRACTED PARTY's responsibility.

4.2.2.2.2 Outside of Aircraft's Geographic Region

4.2.2.2.2.1 Maintenance Services for the Aircraft and its Components, operating outside of the Aircraft's Geographic Region, shall be provided as follows:

a) Unscheduled Maintenance Services.

a.1) The CONTRACTED PARTY shall be responsible for the cost of Maintenance Services and these shall be performed as a priority at a CASC.

b) Unscheduled Maintenance Services at a location other than a CASC, outside of the Aircraft's Geographic Location, due to an AOG situation shall be as follows:

b.1) The CASC closest to AIRCRAFT location shall be advised by the CONTRACTED PARTY, after CONTRACTING PARTY notification and shall have the opportunity to rectify AOG situation through authorization from the CONTRACTING PARTY within a maximum timeframe of **48 hours** from AOG situation.

b.2) The CONTRACTING PARTY must first contact the CONTRACTED PARTY to obtain formal approval from the maintenance center which will perform the service. The CONTRACTED PARTY shall provide formal approval within **48 horas** of AOG situation.

b.3) The CONTRACTED PARTY shall be responsible for the Maintenance Services and for all costs associated with additional labor, transportation, accommodation, meals and other similar costs. In case of maintenance performed outside of the city of Rio de Janeiro – RJ, the CONTRACTED PARTY shall also be responsible for covering accommodation, meals and hotel-CASC commutes for the CONTRACTING PARTY crew members and technicians required to transport the aircraft to the indicated CASC.

b.4) If the CONTRACTING PARTY decides that the Aircraft shall be directly repaired by a local repair workshop other than a CASC, without CONTRACTED PARTY approval, the CONTRACTING PARTY shall be responsible for the repair performed and for paying such services, whereas the CONTRACTED PARTY shall not cover any refund or responsibility.

b.5) The CONTRACTED PARTY shall not be responsible for any Maintenance Services which were not previously approved.

4.2.2.3 MAINTENANCE PLANNING AND CONTROL

a) The CONTRACTING PARTY shall provide the CONTRACTED PARTY with any and all data and information required to configure a Maintenance Planning and Control Plan for the CONTRACTED PARTY during Contract Validity. The CONTRACTED PARTY shall draft the Maintenance Planning and Control Plan, per manufacturer instructions, and the plan must include- but will not be limited to- MPD information, applicable AD and SB and control over COMPONENTS with or without limited lifespan, with delivery to CONTRACTING PARTY every 15 days. The Maintenance Planning and Control Plan allows the CONTRACTED PARTY to monitor maintenance requests for the AIRCRAFT and it is a way of exchanging information between the Parties.

- b) The CONTRACTED PARTY is responsible for maintaining the AIRCRAFT's airworthiness throughout the Contract's entire validity.
- c) The CONTRACTING PARTY commits to providing all data and information which may be required by the CONTRACTED PARTY or CASC or which are deemed necessary by the CONTRACTING PARTY and agrees to make the utmost effort to meet such requests in the manner, form and timeline established by the a CONTRACTED PARTY, provided it is previously agreed what form templates such information should be provided on.
- d) The CONTRACTED PARTY shall be responsible for installing the AIRCRAFT, engines and components in its technical control system and for supplying a compatible data base with SILOMS, for later AIRCRAFT monitoring in SILOMS.
- e) It is at the CONTRACTING PARTY's discretion whether to incorporate AIRCRAFT data in SILOMS.
- f) The veracity and precision of all information and data are the CONTRACTING PARTY's responsibility.
- g) The CONTRACTING PARTY also agrees that the method to be used, or applied in the Maintenance Planning and Control Plan- to send, store or record such information and data- shall be proposed by the CONTRACTED PARTY and approved by the CONTRACTING PARTY and may be modified by the CONTRACTED PARTY in agreement with the CONTRACTING PARTY.

4.2.2.3.1 MAINTENANCE PLANNING AND CONTROL PLAN

- a) The CONTRACTED PARTY may updated the MPD in the Maintenance Planning and Control Plan at each revision, with prior consent from the CONTRACTING PARTY.
- b) The CONTRACTED PARTY shall provide the CONTRACTING PARTY with any technical justification available for MPD variations, if such variations or changes are approved by the CONTRACTED PARTY, per manufacturer guideline.
- c) The CONTRACTED PARTY may, at its discretion, or at the CONTRACTING PARTY's request, recommend such tasks for review and approval by the CONTRACTING PARTY.
- d) The CONTRACTED PARTY shall draft and update the AIRCRAFT'S Maintenance Plan in agreement with the CONTRACTING PARTY, taking into account the AIRCRAFT'S modifications status and operational requirements. Please refer to subsection "a" in this item.
- e) The Maintenance Programs for the engines and their components (CM/HT/OC/LLP) must be established by the Manufacturer and included in the Maintenance Planning and Control Plan by the CONTRACTED PARTY.
- f) The CONTRACTED PARTY shall prepare and update the Minimum Equipment List for the AIRCRAFT's dispatch (MEL).
- g) The times reserved for each inspection shall be set in accordance with the Maintenance Schedule established by the CONTRACTED PARTY together with the CONTRACTING PARTY.

4.2.2.3.2 DATA SUPPLY

- a) The Maintenance Planning and Control Plan must provide the CONTRACTING PARTY with a "List of Obligations" as a tool to help programming and schedule of maintenance requirements which apply to the AIRCRAFT.
- b) The CONTRACTING PARTY shall submit to the CONTRACTED PARTY, in the manner and timeframe chosen by the CONTRACTED PARTY, FH, FC, AH, and AC data, -at least every fifteen days- or other reasonable period to be stipulated, along with any other applicable information for the Maintenance Planning and Control Plan.
- c) The CONTRACTED PARTY or the CASC shall send to the CONTRACTING PARTY, in the manner and timeframe established in the Contract, the COMPONENT data for every scheduled and unscheduled COMPONENT event for the aircraft, as established in the Maintenance Planning and Control Plan for inclusion in SILOMS.
- d) The CONTRACTED PARTY or o CASC shall send to the CONTRACTING PARTY, one month after completing the activity, the data for the completion of each Scheduled and Unscheduled Maintenance event performed on the AIRCRAFT for the Maintenance Planning and Control Plan, for later uploading onto SILOMS.

4.2.2.3.3 AIRWORTHINESS DIRECTIVES

- a) The CONTRACTED PARTY shall add applicable AD data to the Maintenance Planning and Control Plan based on the date of AD publication and date of fulfillment (Final Timeline). Date of Fulfillment shall appear in the "List of Obligations" with applicable days/hours/cycles, as applicable, until fulfilling the AD.
- b) The CONTRACTED PARTY shall add applicable AD data of a repetitive nature to the Maintenance Planning and Control Plan in the next service/maintenance obligations included in the "List of Obligations" in the applicable interval.
- c) The CONTRACTED PARTY or CASC shall send to the CONTRACTING PARTY, in the form and timeline shown in the Contract, compliance data for each Airworthiness Directive met by the AIRCRAFT for the Maintenance Planning and Control Plan.
- d) The CONTRACTED PARTY shall inform the CONTRACTING PARTY of which engine Airworthiness Directives were fulfilled. The CONTRACTED PARTY shall include all data pertaining to engine Airworthiness Directives in the Maintenance Planning and Control Plan and the CONTRACTING PARTY shall advise the fulfillment date for future reference.
- e) The CONTRACTED PARTY shall generate an AD data base.
- f) The costs for fulfilling AD are included in the PBH Price.

4.2.2.3.4 Service Bulletins and Technical Directives in general.

- a) The CONTRACTING PARTY, after detailed analysis and FAVORABLE or UNFAVORABLE opinion from the CONTRACTED PARTY's Engineering Department shall send to the CONTRACTED PARTY all Recommended Service Bulletins and Technical Directives to be incorporated onto the AIRCRAFT, for bulletins and directives which directly affect the execution of missions performed by the 2^o/2^o GT.
The CONTRACTED PARTY shall include such Service Bulletins in the Maintenance Planning and Control Plan and the CONTRACTING PARTY shall advise the completion date for future reference.
- b) The CONTRACTED PARTY shall relay to the CONTRACTING PARTY all Service Bulletins incorporated onto the AIRCRAFT before the Contract Start date, including those pertaining to the engine. The CONTRACTED PARTY shall include such Service Bulletins

for the engines in the Maintenance Planning and Control Plan with the respective completion dates for future reference.

- c) The CONTRACTED PARTY shall generate a SB data Base..
- d) The CONTRACTED PARTY shall comply with all mandatory directives issued by ANAC, for the AIRCRAFT series, within the timeframe established in Contract validity.
- e) The cost for fulfilling all Service Bulletins and Technical Directives to be performed are included in the PBH Price.

4.2.2.3. Monthly Reports and Data Maintenance

- a) The CONTRACTING PARTY commits to providing the CONTRACTED PARTY with all necessary data for the Maintenance Planning and Control Plan regarding the Maintenance Services rendered.
- b) The CONTRACTED PARTY shall issue, on a monthly basis, planning and maintenance reports for the AIRCRAFT, engines and components.

4.2.2.4 ENGINEERING SUPPORT

4.2.2.4.1 The CONTRACTED PARTY shall make available to the CONTRACTING PARTY its Engineering services to provide all necessary and sufficient technical assistance and support for the operation of the AIRCRAFT by the CONTRACTING PARTY and AIRCRAFT maintenance by the CONTRACTED PARTY 24 hours a day 7 days a week.

- a) During operation, not limited to:
 - a.1) Provision of technical support to meet the support needs conveyed (Assistance Support Program by Call, Repair Plan and Technical Assistance on site) as well as of remote Troubleshooting via the technical Help Desk;
 - a.2) Preparation and supply of Maintenance Task Cards for pre-flight, inter-flight, post-flight, overnight inspections, Checks and respective revisions based on updates issued by the CONTRACTED PARTY and other component, engine and APU manufacturers and due to changes in operational profile;
 - a.3) analysis of SB, CN and AD with submission to the CONTRACTING PARTY through Applicability Reports;
 - a.4) analysis of engine performance charts;
 - a.5) monitoring of AIRCRAFT systems performance;
 - a.6) analysis of AIRCRAFT performance deterioration;
 - a.7) reliability analysis with monthly issue of reports for the AIRCRAFT, engines and components;
 - a.8) technical maintenance control for preventive maintenance and component removal for revision or replacement;

4.2.2.5 ENGINE SUPPORT SERVICES

4.2.2.5.1 The Organic Level (1st Level Maintenance, including compressor washing every 4 months), Intermediate Level (2nd Level Maintenance) and Depot (3rd Level Maintenance) scheduled and unscheduled maintenance activities for engines, except for items referenced in item 1.2.4, shall be at the CONTRACTED PARTY's expense.

4.2.2.5.2 In case of unavailability or operational loss of engine(s) for flight, the CONTRACTED PARTY shall be required to supply a reserve engine from its STOCK or

obtain it if it does not have it available within 7 days (in Brazil) and 10 days (abroad), after customs clearance time.

4.2.2.5.3 The CONTRACTED PARTY shall cover all costs associated with engines including customs clearance fees and import/export taxes.

4.2.2.5.4 The CONTRACTED PARTY shall continuously monitor engine parameters, so as to anticipate any maintenance need. The analysis of this data must be made available to the CONTRACTING PARTY every 15 days via paper brochure, electronic media or web access (Internet).

4.2.2.6 PROVISION OF GROUND SUPPORT EQUIPMENT AND MAINTENANCE

4.2.2.6.1 The CONTRACTED PARTY commits to supplying- at no additional cost- Ground support Equipment- for the services performed at the CONTRACTED PARTY's workshops and for services performed by the 2°/2° GT.

4.2.2.6.2 It is understood –within the scope of this contract- that Maintenance and Ground Support Equipment refer to steps, lifting platform, tank fans and others required for basic pre-flight and inter-flight maintenance operations.

4.2.2.6.3 The CONTRACTING PARTY shall make available a location for the custody of 2°/2° GT equipment, and make officers available to operate it via training by the CONTRACTED PARTY.

4.2.2.6.4 The CONTRACTING PARTY commits to reporting the occurrence of any equipment malfunction during contract validity as well as returning it upon contract completion.

4.2.2.7 PUBLICATIONS

a) The CONTRACTED PARTY shall make available and keep updated all necessary and sufficient Publications for applicable Aircraft, engine, accessories and equipment Maintenance and Operation;

b) The CONTRACTED PARTY may make available information addressed under letter 'a' through electronic media and web access (Internet) and on-board publications must be printed [i.e. provided as hardcopy] as per items 4.2.2.7.1, except for letters g, h, i m, n and o;

c) The CONTRACTED PARTY shall keep the information addressed under letter 'a' updated throughout CONTRACT execution period;

d) the lowest Maintenance Level to which the Maintenance information described under letter 'a' shall be:

d.1) up to 3rd Level Maintenance so that the information may be delivered to the PAMA-GL; and

d.2) as per item 1.2.4, for information to be made available to 2°/2°.

4.2.2.7.1 List of publications to be supplied and updated by the CONTRACTED PARTY, not limited to:

a) FCOM1 - "Flight Crew Operations Manual" (Vol. 1);

b) FCOM2 - "Flight Crew Operations Manual" (Vol. 2);

c) FCTM - "Flight Crew Training Manual";

d) QRH - "Quick Reference Handbook";

e) W&B - "Weight and Balance";

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- f) "Aircraft Maintenance Manuals";
- g) "Airline Maintenance Inspection Intervals";
- h) "Baggage/Cargo Loading Manuals";
- i) "Certification Maintenance Requirements";
- j) "Fault Isolation Manuals";
- k) "Fault Reporting Manuals";
- l) "Fuel Measuring Stick Manuals";
- m) "Illustrated Tool & Equipment Manuals";
- n) "Maintenance Facility & Equipment Planning Documents"; e
- o) "Special Tool and Ground Handling Drawing Indexes".

4.2.2.8 TECHNICAL REPRESENTATIVE

4.2.2.8.1 The CONTRACTED PARTY MUST make available the services of (01) Technical Representative for field support, who will remain stationed at the FAB's Main Operation and Maintenance Base (2°/2° GT). The Technical Representative shall guide and assist FAB team in AIRCRAFT maintenance throughout its operation, acting as liaison between the parties, assisting 2°/2° GT technicians and mechanics.

4.2.2.8.2 The Technical Representative's Services shall consist in the following activities:

- a) Assist FAB technical staff in the maintenance activities described in item 1.2.4 and in Aircraft Operations;
- b) Guide the FAB's team in the correct use of Technical Publications and ground support equipment for the AIRCRAFT;
- c) Support the FAB's technical staff in the implementation of safety procedures for AIRCRAFT maintenance;
- d) Complement the practical training of FAB technicians (operation and maintenance) via direct (On-The-Job-Training) training every time new equipment is installed.

4.2.2.8.3 The CONTRACTED PARTY's Technical Representative shall be available at any time to ensure the necessary support to ensure aircraft operability as follows:

- a) In case of customer service provided over the phone the response for technical assistance shall be immediate;
- b) If the presence of a Technical Representative is required, support for the request shall be immediate, taking into account merely transportation time to the aircraft's location.

4.2.2.8.4 The Technical Representative's workload shall be 08 (eight) hours a day for a total workload of 40 (forty) hours a week. The Technical Representative's Services shall be rendered between the hours of 08:00 a.m. and 5:30 a.m., in one of the rooms at the 2°/2° GT's premises, considering 1:30 hours for meals..

4.2.3 MODULE 3 - ADDITIONAL SERVICES

4.2.3.1 A Service shall be deemed additional in the following situations:

- a) CONTRACTING PARTY's exclusive fault;
- b) FOD;
- c) Terrorist Act;
- d) Natural Catastrophe;
- e) War and conflict;
- f) Aircraft operation inconsistent with flight manual.

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4.2.3.2 Specific Service:

4.2.3.2.1 Shall be applied, via formal request from the CONTRACTING PARTY, when special circumstances occur requiring non-routine technical analysis by specialized professionals in case of the events established in item 4.2.3.1.

4.2.3.3 Maintenance [customer] service:

4.2.3.3.1 Shall be applied, via formal request from the CONTRACTING PARTY, when special circumstances occur requiring non-routine engagement of specialized professionals should the events detailed in item 4.2.3.1. occur.

4.2.3.4 Miscellaneous [customer] service:

4.2.3.4.1 Shall be applied, via formal request from the CONTRACTING PARTY, if the circumstances described in item 4.2.3.1. occur, requiring the non-routine requirement of specialized professionals in activities which are not included in the PBH Price.

4.2.3.5 Services additional to [i.e. not included in] the PBH Price shall be charged based on **TIME & MATERIAL** format.

4.2.3.6 MATERIALS AND EQUIPMENT TO BE INCORPORATED

4.2.3.6.1 Under no circumstance shall the CONTRACTED PARTY be allowed to incorporate or remove any COMPONENT associated with the AIRCRAFT whose scope is outside of PBH Price without prior coordination and explicit approval from CONTRACT INSPECTOR.

5. CONTRACT JUSTIFICATION

5.1 In 1984 the Air Force Chief of Staff ('Estado-Maior da Aeronáutica' - EMAER) kicked off studies to launch a new aircraft which would satisfy the demand for increased capacity with the Brazilian Air Force's Logistic Air Transport ('Transporte Aéreo Logístico' - TAL).

5.2 In 1986, the Brazilian Air Force (FAB) incorporated in its fleet four Boeing 707 (KC-137) aircraft, which were allocated to the 2º/2º Transportation Group ('Grupo de Transporte' - GT), thus broadening the spectrum of possibilities to perform FAB missions.

5.3 After 27 years of operations, taking into account the current international aviation scenario, KC-137 did not keep up with the technological evolution required for safe, economic and environmentally-friendly operations. The engines have become obsolete, with a high number of operational failures, and they now present noise emission levels which are unacceptable by international standards.

5.4 Additionally, possible modernizations to the KC-137, within the COMAER, were deemed inadequate, due to the impossibility of updating the aircraft because of its elevated degree of obsolescence and also because it would require a high investment amount vis a vis a small operational profit to be gained from a potential and limited modernization.

5.5 Further to the global deactivation process for the Boeing 707, used in civil aviation, there has been a known discontinuity in the supply of spare parts for the equipment, as enormous difficulties came about for fleet training via flight simulator, due to the aircraft's decreased commercial attraction.

5.6 Thus the need to deactivate the fleet became urgent as the technological advance in global aviation had left the Boeing 707 behind. All this context made maintaining operations very cumbersome and the equipment did not meet the Air Force's operational needs.

5.7 Within this reality, the KC-X2 Project emerged, which was the name assigned to the KC-137 replacement project. The Project was established by the Air Force Command (EMAER) in 2008 and conducted by the Coordinating Committee for the Combat Aircraft Program (COPAC). Better existing market solutions were sought, taking into account the technical-operational, logistic, industrial requirements and due commercial and technological compensation for the Brazilian State.

5.8 On March 14 2013, via an official document from the Aeronautical Command, company Israel Aerospace Industries – IAI was announced as winner of the selection process for a new Heavy Cargo Aircraft for the FAB. The company was selected to convert commercial aircraft Boeing 767-300ER to platforms with the ability to satisfy FAB needs.

5.9 After the accident occurred during take-off at the Port au Prince Airport in Haiti in 2013, all flights were suspended for aircraft KC-137 (Boeing 707) and on meetings occurred on June 5 and 6, 2013, the Air Force's High Command opted for the fleet's final discontinuation. Consequently, it was decided to continue negotiations for the process of purchasing a Heavy Cargo Aircraft to replace the recently deactivated aircraft, which would ensure continuity for the services rendered by KC-137 to the FAB and by extension to Brazil.

5.10 During recent years, 2º/2º GT, the Unit assigned to receive the first BOEING 767-300ER AIRCRAFT, essential equipment for National Defense, operated a CONTRACTED PARTY aircraft through a prior lease.

5.11 Therefore, this Basic Project Plan aims to quickly create an alternative -however partial compared to the KC-X2 project under operational aspects- on a temporary basis, and at a cost compatible with the current situation of the country and of the Brazilian Air Force. This alternative aims to keep the FAB with a strategic long-range aircraft, of great reliability and high passenger and cargo capacity. With continuity from an aircraft of this size it is hoped that other Projects, such as the C-130, C-295 and VC-2, will continue to be absorbed, which in theory- promotes a reduction of its air efforts.

It should be noted that the alternative in question does not exhaustively replace the KC-X2 Project.

5.12 The contract sought consists in LEASE SERVICES, WITH LOGISTIC SUPPORT, based on the MONTHLY PAYMENT OF FLIGHT HOURS USED (Power By The Hour – PBH), for 01 (one) BOEING 767-300ER AIRCRAFT and its equipment, in accordance with the specifications contained in the Basic Project Plan and fixed installment for payment of lease which shall also support maintenance of availability for the logistic supply chain. The object of the bid is an item, which includes 3 (three) modules, named as follows: 1 – LEASE; 2 – INTEGRATED LOGISTIC SUPPORT; and 3 – ADDITIONAL SERVICES.

5.12.1 Modules 1 and 2 encompass lease and logistic support services, to include the delivery of one BOEING 767-300ER AIRCRAFT, which will allow the FAB to fulfill Logistic Air Transit Missions, Aero Medical Evacuation as well as missions to support the Presidency of the Republic throughout the globe. They also encompass maintenance services, including the necessary labor to perform scheduled and unscheduled maintenance, fulfillment of mandatory bulletins as well as – if necessary- repair of repairable components for the maintenance of aircraft and engines. Module 3 addresses additional services, including mandatory and extraordinary services for flight safety, provided they are not covered by the other modules and that they are justified due to emergence after contract signature, requiring non-routine analysis by professionals specialized in events with evidence of improper operation or use, outside of the scope of the MPD and/or the occurrence of accidents or incidents in which the breaks are not worn out to the limit (wear pins), in accordance with

the CONTRACTED PARTY's -or the COMPONENT manufacturer's- APPROVED manual.

5.12.2 It may be noted that the services included in the 3 (three) modules are interconnected in some manner so that the performance of them by different legal entities may compromise mission execution. Additionally, it is worth highlighting the divisibility of the object would render the provision of the service very expensive, thus making the contract inviable, under the economic aspect, as the companies would belong to different administrative and operational structure for the lease and support of the fleet, which would not support the principle of integrating needs to support AIRCRAFT operability.

5.13 For the purpose of unifying AIRCRAFT supply, the technical responsibility and guarantee for the services, in such a manner so as to reach and maintain required availability levels, it becomes fundamental to also integrate all activities described in this Basic Project Plan, assigning to a single company, or, CONTRACTED PARTY. Thus, the subdivision of the services detailed of the models in items becomes technically and economically inviable.

5.14 This contract aims to ensure aircraft dispatchability equal to -or greater than- 92% (ninety-two percent), in addition to an average availability equal to -or greater than 90% (ninety percent), so as to fulfill the goal established by DIRMAB for the Project, providing a service infrastructure to support aircraft and operational and maintenance throughout domestic territory and abroad.

5.15 The importance of this vector in the operational, political and strategic context should be noticed, given the missions of a strategic nature for FAB, in domestic territory and abroad.

5.16 The nature of the prospective service qualifies as continuous, given the need that the CONTRACTED PARTY perform services which maintain the AIRCRAFT with the necessary availability and dispatchability to perform its mission, on a permanent basis.

5.17 Contracting the service in question will also satisfy the planning drafted by the Directorate of Aeronautical and Warfare Material (DIRMAB), based on the guidelines from the High Command, in addition to allowing the best possible use of human and material resources for the preparation and employment of the FAB.

5.18 Currently, the FAB's fleet does not include a heavy category aircraft, whose capacity for personnel and cargo transportation is compatible with the missions performed throughout the globe. Thus, should FAB lose this capacity, these missions will be performed by aircraft with lower capacity for the transportation of personnel and cargo, which would generate high costs for the FAB. Consequently, given the current budget restrictions to public offices, it becomes fundamental to contract the lease of a large strategic aircraft, in light of the savings it will generate for this Administration.

6. EXECUTION REGIME

6.1 The services contemplated by this Basic Project Plan shall be performed under an indirect execution regime, through a unit price piecework regime, due to the fact that the demand from different modules may occur at different times and in different quantities.

6.2 The execution of the services shall take the following into account:

6.2.1 The services must be performed in accordance with the provisions of this BASIC PROJECT PLAN and the technical specifications provided by the Aircraft and Component Manufacturers, to ensure respect of aeronautical principles and objectives, whether they pertain to functional, technical or economic aspects.

6.2.2 Technical specifications and work practices followed by the CONTRACTED PARTY and its workshops are those specifications and procedures prepared and provided by the CONTRACTED PARTY itself.

6.2.3 No change may be made to technical specifications contained in this BASIC PROJECT PLAN, without prior written approval from the CONTRACTING PARTY, VIA COMREC.

6.2.3.1 Unforeseen cases shall be analyzed by the CONTRACTING PARTY for approval by COMREC.

6.2.4 Approval by the CONTRACTING PARTY -of specification details and processes provided by the CONTRACTED PARTY-does not exempt the CONTRACTED PARTY from its full responsibility regarding good performance of services, their complete delivery, without flaws or omissions which may affect required service quality or progress of remaining work.

6.2.5 The CONTRACTED PARTY, when requested in writing, shall be provided with instructions contained in additional documents, which are necessary and indispensable for the perfect performance of the requested tasks, through a technically justified request from the CONTRACTING PARTY

6.2.6 While complying with the above provisions, the CONTRACTED PARTY shall also strictly adhere to specifications sent by COMREC.

6.3 SUBCONTRACTING

6.3.1 Partial subcontracting of Object shall be allowed for the following modules:

6.3.1.1 – Module 2 – Integrated Logistic Service

6.3.1.2 – Module 3 – Additional Services

6.3.2 The CONTRACTED PARTY shall specify which activities it intends to subcontract.

6.3.3 Subcontracted companies must possess all technical qualification requirements set forth in this Basic Project Plan, based on the activity to be performed.

6.3.4 The CONTRACTED PARTY shall be legally and contractually responsible before the CONTRACTING PARTY for all subcontracted services. All communication and/or clarification shall be exchanged directly between the CONTRACTING PARTY and the CONTRACTED PARTY. Communication and/or clarification with subcontracted company shall be the sole responsibility of the CONTRACTED PARTY.

6.3.5 It is mandatory that all new, serially manufactured equipment and components, applied to Aircraft, possess a warranty certificate from the manufacturer or exclusive supplier, and have documented traceability as regards acquired material, equipment and Components.

6.3.6 The CONTRACTED PARTY shall be legally and contractually responsible before the CONTRACTING PARTY for the subcontracted services. The CONTRACTED PARTY shall answer wholly and jointly for the warranties, not only for the services but also for insurance coverage attributed to it, in case of claims or damages arising from the services performed by the subcontracted party.

6.3.7 The same interpretation of the previous sub item must be applied to equipment and Components, acquired from the manufacturer or other supplier, which are applied to the Aircraft.

6.3.8 All services shall be rendered by the CONTRACTED PARTY or by its sub-contracted parties in locations destined to maintenance and repairs with the necessary certification and license(s) for the provision of such services.

6.3.9 The CONTRACTING PARTY shall retain the right to review the verification logs for the quality system developed by the CONTRACTED PARTY for its subcontracted partners, as well as the documents which prove their technical qualifications and experience in the execution of the services.

7. TIMEFRAMES

7.1 The contractual validity period must be 36 (thirty-six) months, starting from signature date, and may be extended by an additional 24 (twenty-four) months, for a total of 60 (sixty) months, via a duly documented Amendment, signed by the PARTIES with at least 90 (ninety) days' notice from term expiration date, as per AGU Normative Directive N° 38 dated 11/13/2011.

7.1.1 Term referenced in clause 7.1 is necessary due to the Complexity of the Contract Object, whose maturity arc requires- at least- 36 (thirty-six) months to fully develop, as regards both technical and economic aspects.

7.2 The timeframe for the performance of the Contract shall be 34 (thirty-four) months, starting from date of aircraft delivery, whereby it may be extended up for 24 (twenty-four) months, for a total of 60 (sixty) months, via duly documented Amendment, signed by the PARTIES at least 90 (ninety) days before the expiration of timeline.

7.3 The timeframe for rendering the services described in this BASIC PROJECT PLAN shall be set in accordance with the Aircraft Maintenance Plan.

7.4 Receipt of Services shall occur:

7.4.1 **ON A TEMPORARY BASIS**, within 15 (fifteen) business days of the CONTRACTED PARTY's written notification, and the object shall be deemed partially received by the MONITOR; and

7.4.2 **ON A FINAL BASIS**, within 90 (ninety) business days of the same date referenced in the previous sub-item and the object shall be deemed compliant and received by COMREC.

7.5 Payment term shall start on the date on which the obligation is fulfilled, which is the date of receipt by COMREC of the installment or of the object in full via issue of the relevant Acceptance Certificate.

7.5.1 Payment term shall be 30 business days, as of date of final fulfillment of obligations.

8. SERVICE PERFORMANCE LOCATION

8.1 AIRCRAFT delivery shall occur at a location to be stipulated by the parties after contract signature.

8.2 Logistic support services shall be performed at the CONTRACTED PARTY's CASCs, at 2°/2° GT facilities or at Service Centers other than the CONTRACTED PARTY's CASCs, per prior agreement between the parties.

9. QUALITY GUARANTEE

9.1 The CONTRACTED PARTY shall observe the norms defined by the Aeronautical Authority (ANAC) or other equivalent Aeronautical Authority abroad, submitting to COMAER an ANAC-issued certificate for the maintenance of BOEING 767-300ER AIRCRAFT for the company performing maintenance.

9.2 The CONTRACTED PARTY shall establish, document and maintain at its facilities-throughout Contract validity- a Quality system in accordance with current norm or other similar guideline, with ANAC approval.

9.3 It is entirely under the CONTRACTED PARTY's responsibility to demand that subcontracted companies possess the technical qualification required in this BASIC PROJECT PLAN, in order for them to provide services in accordance with the requirements set forth therein, and to ensure that they follow procedures equivalent to the CONTRACTED PARTY's Quality System.

9.3.1 The requirement established in item 9.3 shall be fulfilled by SUBCONTRACTED PARTIES located abroad, as much as possible, based on the adequacy of their Quality Systems, which must have prior approval from the local authorities to which they respond.

9.4 In order to ensure service conformity,, the CONTRACTING PARTY may perform, based on its own procedures, provided it has so agreed to with the CONTRACTED PARTY, quality checks via DIRMAB, at all locations in which the services for the Object of this BASIC PROJECT PLAN are performed, throughout Contract validity. The expenses associated with these quality verification activities shall be the CONTRACTING PARTY's exclusive responsibility.

9.5 The CONTRACTING PARTY must have access to the CONTRACTED PARTY'S facilities, subject to compliance with all of the CONTRACTED PARTY'S insurance requirements as well as to the facilities owned by subcontracted parties, where the services contemplated by this Contract are performed.

9.6 The CONTRACTED PARTY shall provide the CONTRACTING PARTY with the Company's Quality Policy upon contract signature.

9.7 The CONTRACTED PARTY must guarantee, at its own cost, the repair and replacement of all components presenting a defect or any other functional abnormality during contract validity.

9.8 INSPECTIONS AND MAINTENANCE

9.8.1 The guarantee for maintenance and inspection services shall be 300FH (three hundred flight hours).

9.8.2 For the services included in MODULES 1 and 2, the notion of 'guarantee' for prospective issues is included in the scope of the Program.

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10. TECHNICAL ASSISTANCE

10.1 For the perfect execution and finishing of contracted services, the CONTRACTED PARTY commits to providing CONTRACTING PARTY with all necessary technical and administrative assistance to give the projects due courses.

10.2 The CONTRACTED PARTY commits to complying with the timeframe, as detailed below, for any activity connected with technical assistance for the AIRCRAFT, as detailed in this Basic Project Plan:

a) **Aircraft in the 2^o/2^o GT:** 24 (twenty-four) hours for consumable items and 48 (forty-eight) hours for repairable items;

b) **Aircraft at domestic airports or any airport in South America served by regular commercial aviation:** 72 (seventy-two) hours;

c) **Aircraft at other airport:** 96 (ninety-six) hours.

Non-compliance with the above timeframes shall only be taken into account [i.e. accepted] in pre-established cases or circumstances beyond the CONTRACTED PARTY's control, such as atmospheric changes, or events of such a nature that they prevent air traffic to the location to which the material/personnel is being sent. In the event of any such circumstance, the CONTRACTED PARTY shall officially submit to the CONTRACTING PARTY the reasons for delay, with due substantiation through the attached supporting documents, as well as the procedures undertaken to resolve the issue, for justification of the greater time lapsed to service AOG

d) the timelines and conditions established in this document for material transportation logistics are in addition to the requirements associated with aircraft availability and dispatchability.

10.3 On-site technical assistance activities shall qualify as on-call assistance and thus fall within the scope of activities established in the PBH Price.

11. DELIVERY AND ACCEPTANCE CONDITIONS

11.1 INITIAL AIRCRAFT DELIVERY FOR MAINTENANCE SERVICES.

11.1.1 The CASC for the performance of scheduled maintenance shall preferably be located within Brazilian territory. In case of maintenance performed outside of the city of Rio de Janeiro – RJ, the CONTRACTED PARTY shall also be responsible for covering accommodation, meal expenses and hotel-CASC commutes for the CONTRACTING PARTY'S crew members and technical staff required from the aircraft's transportation to the chosen CASC.

11.1.2 Upon delivering Aircraft to CASC for Maintenance Service, it shall execute and cover all expenses associated with- operational tasks, such as- but not limited to- pre-flight tasks, pre-landing tasks, post-flight tasks, towing aircraft, internal and external safety inspections, and all other flight crew obligations, as required by AFM.

11.1.3 The CONTRACTED PARTY or CASC shall inspect the Aircraft before performing any maintenance service and advise the CONTRACTING PARTY within 24 hours of receiving Aircraft if it encounters any non-conformity.

11.1.4 By entering into a contract associated with this BASIC PROJECT PLAN, the CONTRACTING PARTY shall provide the CONTRACTED PARTY with all delivery data and [other] data available, occurring after delivery, unless the CONTRACTED PARTY claims in writing that it already has this information

11.1.5 In, at most 15 (fifteen) business days before Aircraft delivery by the CONTRACTING PARTY to the CASC for Scheduled Maintenance, the CONTRACTING PARTY shall provide the CONTRACTED PARTY with the Aircraft's updated maintenance files, including any reports on defects, malfunctions or flaws.

11.1.6 With the actual delivery of the Aircraft to the CONTRACTED PARTY or to a CASC, the CONTRACTING PARTY shall provide to the CONTRACTED PARTY:

- a) Current maintenance records which apply to the Aircraft;
- b) All relevant Aircraft documentation; and
- c) Any other document which the CONTRACTED PARTY may deem necessary and officially request.

11.1.7 All activities connected to maintenance service at CASC MUST be overseen by COMREC members.

11.2 RECEIPT OF AIRCRAFT AFTER SERVICE COMPLETION

11.2.1 The CONTRACTED PARTY shall notify the CONTRACTING PARTY in writing as soon as the Aircraft is ready for final inspection and receipt flight, if necessary.

11.2.2 A team of members appointed by the CONTRACTING PARTY and the AIRCRAFT's Operating Unit shall proceed with receiving the AIRCRAFT, performing pre-flight inspection, and possibly broadening scope of inspection, if deemed appropriate.

11.2.3 The CONTRACTED PARTY commits to completing this inspection within 05 (five) calendar days after receipt of notification from the CONTRACTING PART. If any discrepancy of a serious nature is found, this timeline may be extended by another 05 (five) business days, with authorization from the CONTRACTING PARTY, provided it is duly justified in writing, without excluding potential penalties, if applicable.

11.2.4 If the Aircraft is rejected for flight CONTRACTING PARTY shall await further notification from the CONTRACTED PARTY, and the timeframe item 11.2.3 shall repeat itself for performing the new inspection, without excluding potential penalties, if applicable.

11.2.5 The CONTRACTED PARTY must oversee receipt flights with a qualified representative.

11.2.6 The CONTRACTED PARTY shall notify the CONTRACTING PARTY, when the Aircraft is ready to process receipt, which must happen within 48 (forty-eight) hours of receipt of notification by the CONTRACTING PARTY.

11.2.7 After completion of the aircraft receipt process by the CONTRACTING PARTY, it commits to removing from the CONTRACTED PARTY's premises the AIRCRAFT received within a maximum timeframe of 48 (forty-eight) hours of Aircraft receipt.

11.2.8 All activities connected to receipt of the Aircraft after maintenance services at CASC MUST be overseen by COMREC members.

11.3 INSPECTION

11.3.1 All routine tests and exams must be performed on behalf of the CONTRACTED PARTY, whereby the CONTRACTING PARTY may, if it deems it necessary, oversee and analyze its results.

11.3.2 The CONTRACTING PARTY may, if it deems it necessary, monitor periodic inspections and be present at tests and exams.

11.3.3 If any non-conformity is observed in the execution of services, this fact shall be notified to the CONTRACTED PARTY's maintenance manager, so that he may enact the necessary corrective measures.

11.3.4 If the CONTRACTING PARTY's representative is not present, the inspection and/or test shall be conducted normally by the CONTRACTED PARTY.

11.4 TESTS

11.4.1 The tests for receiving the Aircraft shall be monitored by the CONTRACTED PARTY's and CONTRACTING PARTY's technical teams.

11.4.2 Any expenses associated with receipt tests, excluding fuel expenses with the aircraft and accommodation for the CONTRACTING PARTY's monitoring staff, shall be the CONTRACTED PARTY's responsibility.

11.5 QUANTITATIVE TABLE FOR APPLIED SERVICES AND MATERIALS

11.5.1 The CONTRACTED PARTY shall submit –for Module 3 – Additional Services, a table, detailing the materials and equipment to be applied to the AIRCRAFT and/ or COMPONENTS, together with service proposals.

11.5.1.1 The table must quantify imported and domestic material, as well as unit price, official exchange rate, and date of consultation.

11.5.2 The payment of invoices which were duly certified by COMREC shall be subject to the material and services indicated in the table submitted by the CONTRACTED PARTY.

11.5.3 The invoices to be issued by the CONTRACTED PARTY must include a detailed description of the material supplied, of the test performed, of item lease, material repaired, Man-Hour(s) used, days used, as well as other notes, which may become necessary at the CONTRACTING PARTY or CONTRACTED PARTY's discretion.

11.5.4 The CONTRACTED PARTY shall submit to the CONTRACTING PARTY the aircraft manufacturer SB incorporated at the end of each service, and enter records into aircraft Logbook.

11.5.5 Upon service completion the CONTRACTED PARTY shall deliver to the CONTRACTING PARTY all documentation received, as well as documentation established by the aeronautical authority, complete with signatures and all tasks performed.

12. TECHNICAL QUALIFICATION

12.1 Proof that the BIDDER operates in the aeronautical field through its submission of its corporate object -as expressed in its establishing document, charter or articles of incorporation- as services/activities in the aeronautical field which are compatible with the Object of this do Basic Project Plan.

12.2 The creation of a consortium shall be admitted, for the purpose of satisfying technical qualification requirements in accordance with Article. 33, Law 8.666/93.

12.3 The bidder must submit, for the purposes of technical qualification, a Certificate of Technical Capacity satisfying the maintenance services required to fulfill the Aircraft's Maintenance Program, excluding 3rd level maintenance (c type Checks and packaging of structures and similar matters) as per item 4.2.2.2.

12.4 Proof of technical qualification for the performance of logistic support activities in integrated form, by submitting a Certificate of Maintenance Organization issued by DIRMAB or by ANAC (RBAC 145) or similar document issued by a national or foreign Aeronautical Authority, to specifically perform maintenance on BOEING 767-300ER AIRCRAFT, as established in sub item 4.2.2 and other items in this Basic Project Plan.

12.5 The company must submit the aircraft's LOG CARD together with its matrix number, and it shall also submit the LOG CARDS for the documentation for the cell and engine of the aircraft offered, together with its matrix number, submitting a fully completed copy of together with its certification as part of its technical qualification.

12.6 The CONTRACTED PARTY shall prove -via a Plain Maintenance Document-, all scheduled maintenance in a one-year period, substantiating that any type of scheduled maintenance shall not exceed 30 calendar days in the first year of aircraft maintenance. The proof must be unquestionable and contain all necessary elements for the certainty of compliance with this item, in accordance with -at the very least- the requirements in Attachment III.

12.7 For consortiums, the Technical Qualification documentation of all companies making up the consortium must be provided, reflecting each company's responsibility, as described in the Consortium's establishing document.

13. GENERAL OBLIGATIONS

13.1 FOR CONTRACTED PARTY

13.1.1 The CONTRACTED PARTY must appoint a professional to act as main person in charge of Contract and for contracted services; he/she may also be referred to as Project Coordinator or Focal Point, with the formal task of representing the CONTRACTED PARTY; he/she must be available 24 (twenty-four) hours a day, 7 (seven) days a week, to participate in meetings and establish contact as necessary with the CONTRACTING PARTY, as well as coordinating applicable tasks for the development of services set forth in this BASIC PROJECT PLAN.

13.1.2 The CONTRACTED PARTY must provide an adequate amount of support in the Commercial sector, which is responsible for purchases and loans, from the Engineering Department, in charge of the Aircraft Maintenance Program to the Project Coordinator or Focal Point”.

13.1.3 The CONTRACTED PARTY must, thorough its Project Coordinator or Focal Point, before performing any service at is facilities, summon the CONTRACTING PARTY to a meeting to determine basic directives to be followed regarding technical aspects, development and coordination of tasks

13.1.4 The CONTRACTED PARTY is obligated to obtain all necessary licenses and waivers for the performance of services, paying fees prescribed by law, in compliance with all laws, regulations and policies pertaining to public safety, while also covering payment of insurance for employees, covering expenses associated with labor laws, telephone bills, water, electricity and any other costs associated with contracted services.

13.1.5 The CONTRACTED PARTY is obligated to comply with all formalities and payment, at its expense, of any fines which may be applied by the CONTRACTING PARTY, in accordance with the provisions of the future Contract, as per Law N. 8.666.

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13.1.6 Respect of the law, regulations and policies described in the previous paragraph also includes the demands of the Regional Engineering and Agricultural Council of the Aeronautical Authority and other legal bodies.

13.1.7 The equipment and tools required to perform the work must be supplied by the CONTRACTED PARTY and are under its exclusive responsibility; they must be in perfectly functional conditions in accordance with manufacturer technical manuals.

13.1.7.1 Number of tools and equipment in each category must be proportional to service quantity to be performed, in accordance with scheduled timeframes.

13.1.8 The CONTRACTED PARTY must have a Work Safety Policy, with internal regulations approved by its Administration, in accordance with the laws of its country of origin.

13.1.9 The CONTRACTED PARTY must provide all individual and collective protection equipment required for the proper development of work, so as to protect all professionals involved in any activity for the completion of services contemplated by this BASIC PROJECT PLAN.

13.1.10 The CONTRACTED PARTY shall be directly and exclusively in charge of the full performance of the object undertaken for the BASIC PROJECT PLAN, accepting responsibility for any damages caused to the Administration or third parties by itself or its employees, agents or subcontracted parties, intentionally or at fault, without thereby eliminating or reducing its responsibility before the INSPECTION and oversight activity for work by the CONTRACTING PARTY.

13.1.11 Risks for total or partial loss, breakdown of aircraft or material owned by the CONTRACTING PARTY shall be entirely under the CONTRACTED PARTY's responsibility, while the aircraft is under its control, supervision and care until the occurrence of the following events:

a) during the execution of the services established in this BASIC PROJECT PLAN and they shall cease after its delivery to the CONTRACTING PARTY, except if a competent technical appraisal should ascertain that the damage arose from the services performed, which does not exonerate the CONTRACTED PARTY from its responsibilities.

13.1.11.1 Thus, it follows that the CONTRACTED PARTY is legally bound to correct, remove, reconstruct or replace, at its own expense, in full or in part, any items applied or services rendered on the Aircraft, in which flaws, defects or mistakes are found, as a result of incorrect execution, or inadequately applied materials, aspect in any part of Aircraft functionality

13.1.11.2 In this context, the CONTRACTED PARTY is obligated to indemnify the CONTRACTING PARTY and/or third parties for damages cited in a competent technical appraisal, in compliance with relevant administrative and legal processes.

13.1.14 In case of total loss of the Aircraft and/or material belonging to the CONTRACTING PARTY, while performing the services established in this BASIC PROJECT PLAN, or in connection with equipment and Components installed on the Aircraft, the CONTRACTED PARTY commits to supplying another aircraft, with the same requirements, within 35 days to the CONTRACTING PARTY.

13.1.15 The CONTRACTED PARTY must perform the service contemplated by this BASIC PROJECT PLAN, so as to avoid claims, damages, losses to services, adjacent property or property of any other nature.

13.1.16 The CONTRACTED PARTY must repair, replace or restore any Aircraft component which may have been damaged or have been declared damaged or lost by the CONTRACTING PARTY, in such a manner to restore former perfect conditions.

13.1.17 The CONTRACTED PARTY shall repair any damaged items/equipment in accordance with COMREC's provisions. If these measures are not enacted by CONTRACTED PARTY, COMREC may, at its sole discretion, have the repair, replacement, renovation and/or fix performed by third parties.

13.1.18 The cost for the above actions shall be deducted from the current debt with the CONTRACTED PARTY.

13.1.19 The CONTRACTED PARTY has surveillance responsibility over the facilities, organization and maintenance of a fire prevention plan, while it is agreed that the costs related to these services are distributed across prices presented for service execution.

13.1.20 The CONTRACTED PARTY is responsible for work order and organization .

13.1.21 The CONTRACTED PARTY is entirely responsible for medical services, assistance, insurance, indemnification and other obligations prescribed by current legislation, to which injured employees involved in services for the CONTRACTED PARTY are entitled.

13.1.22 The CONTRACTED PARTY shall be responsible for the perfect operation of the Workshops involved in fulfilling the OBJECT of this BASIC PROJECT PLAN, including safety, cleaning and maintenance.

13.1.23 The CONTRACTED PARTY commits to supplying all SERVICES contemplated in the OBJECT and to perform all activities within its sphere of competence set forth in this BASIC PROJECT PLAN, as well as any and all other actions established in the Contract.

13.1.24 It is mandatory that all equipment, new components, serially manufactured components, installed on aircraft possess a warranty from the manufacturer or sole supplier, as well as documented traceability for the origin of the purchased material, equipment and components.

13.1.25 The CONTRACTED PARTY must assist the CONTRACTING PARTY in performing all modules (1 through 3) contemplated by this Basic Project Plan, 24 (twenty-four) hours a day, 7 (seven) days a week.

13.1.26 The CONTRACTED PARTY must, during performance of the services contemplated in this Basic Project Plan, comply with current Brazilian environmental legislation as well as with the laws which may enter into effect during future contract, and it shall be directly responsible for any damage caused to the environment, whether of a civil or criminal nature.

13.1.27 The CONTRACTED PARTY must maintain, throughout contract validity, the aircraft's airworthy condition, in accordance with legislation defined by ANAC or equivalent foreign Aeronautical Authority duly recognized by ANAC.

13.1.28 The CONTRACTED PARTY shall maintain, throughout Contract validity, all technical qualifications presented at the beginning of the bid.

13.1.29 The CONTRACTED PARTY must perform, throughout contract validity, the services set forth in Module 2 and 3 of this Basic Project Plan, at workshops certified by ANAC or foreign Aeronautical Authority certified by ANAC.

14. SUBMISSION AND RANKING OF PROPOSAL

14.1 Companies must submit Total Contract cost, as well as costs per module, per following specifications::

14.1.1 For Module 1, there will be a fixed monthly payment amount. The maximum total amount, based on 700 hours per year, for this Module- is US\$ 537,420.62 (five hundred thirty-seven thousand four hundred and twenty dollars and sixty-two cents) per month.

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14.1.2 For Module 2, the PBH Price shall be submitted, where all costs shall be shown per table below:

FH Groups /year	Price (US\$)/FH - (maximum amount)
Up to 700	9,710.37
701-800	11,097.56
801-900	12,484.76
901-1.000	13,871.95

14.1.2.1 The annual effort estimate is 700 FH; therefore, the amount to be used as reference for the payment of hours flown per month (PBH Price) shall be in the range of up to 700 hours/year. An adjustment based on greater or lower use of FH shall be made every 12 (twelve) months, starting on date of Contract execution.

14.1.2.2 Should the annual air effort exceed the CONTRACTED PARTY's basis, the CONTRACTING PARTY shall have to calculate a new basis, [to be] verified every 12 (twelve) months, based on beginning of Contract execution. The balance for the difference between the CONTRACTED PARTY's basis (14.1.1.1) and the new basis shall be obtained from the above table every 12 (twelve) months and shall be compensated- as an increase or decrease- in the invoice issued after the twelfth month.

14.1.3 For Module 3, the costs, for the purposes of proposal submission, shall be submitted through the table below. For the line 'SERVICES NOT INCLUDED IN MODULES 1 AND 2', annual amounts shall be calculated through the following formula: $H/h=(2.000h \times \text{Hangar})+(200h \times \text{Eng})$, where "Hangar" is the cost of maintenance labor per hour, "Eng" is the cost of engineering labor per hour, both performed at a CASC on business days.

ADDITIONAL SERVICES SCHEDULED FOR B 767-300ER	01 (1st to 12th month)	02 (3rd to 24th month)	03 (25th to 26th month)
SERVICES NOT CONTEMPLATED BY MODULES 1 AND 2			
TOTAL			

14.1.3.1 It is emphasized that these amounts might not be used, as they shall depend on actual delivery of scheduled and unscheduled maintenance and supply activities performed on the AIRCRAFT and its systems per the scope of Module 3.

14.1.3.2 Unused amounts, as specified in every row and column of the above table, may be reallocated among one another.

14.2 The proposal shall be ranked based on lowest total price, per the following formula:

MT – Lowest Global Price

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Up to 700 - P1
 701-800 - P2
 801-900 - P3
 901-1.000 - P4
 $H/h = (2.000h \times \text{Hangar}) + (200h \times \text{Eng})$

MT = 36x FIXED COST + 3 x [P1x6 + P2x2 + P3x1,5 + P4x0,5] + H/h

YEAR	TIERS	COST PER FH (US\$)	FIXED COST	TOTAL (US\$)
01 (1st to 12th month)	Up to 700 (weight 6)			
	701-800 (weight 2)			
	801-900 (weight 1,5)			
	901-1.000 (0,5)			
02 (13rd to 24th month)	Up to 700 (weight 6)			
	701-800 (weight 2)			
	801-900 (weight 1,5)			
	901-1.000 (0,5)			
03 (25th to 26th month)	Up to 700 (weight 6)			
	701-800 (weight 2)			
	801-900 (weight 1,5)			
	901-1.000 (0,5)			
TOTAL (US\$)				

14.3 Proposal prices shall be fixed and non-adjustable for a 12-month period starting on submission of final proposal by bidding company, as accepted by the CONTRACTING PARTY and they shall be submitted in US Dollars.

14.4 Reference amounts shall be shown for the labor involved in the contracted services, justified through a price formation table.

14.5 The proposal shall include calculations to be applied to imported materials.

15. ESTIMATED BUDGET

15.1 The maximum estimated budget for this contract is **US\$ 40,938,919.32** (forty million, nine hundred and thirty-eight thousand, nine hundred and nineteen dollars and thirty-two cents).

15.1.1 The maximum estimated budget for Module 1 is US\$ 19,347,142.32 (nineteen million, three hundred forty-seven thousand, one hundred and forty-two dollars and thirty two cents).

15.1.2 The maximum estimated budget for Module 2 is US\$ 20,391,777.00 (twenty million three hundred ninety-one thousand, seven hundred and seventy-seven dollars).

15.1.3 The maximum estimated budget for Module 3 is US\$ 1,200,000.00 (one million two hundred thousand dollars).

15.2 The estimated price for Module 1 is based on responses obtained through RFI [and] sent to the market, as per Attachments IV and V. To reach the fixed monthly amount, total price breakdown was performed, as shown by company ARIA, added to the price offered by this company per flight hour without engine. Additionally, the budget was based on the market price of an engine at US\$ 3.5 million with 1,477 available flight cycles, leading to the amount of US\$ 1,895.73/hour for two installed engines.

15.2.1 As for the price submitted by IAI, this company only shows total amount per flight hour, as per Attachment V. Consequently, the proportional breakdown was performed for the flight hour amount, according to the methodology used to form the fixed price as well as flight hour price for company ARIA.

15.2.2 The price proposal submitted by company CSDS Aircraft Sales & Leasing Inc. was discarded as it does not possess price formation information from the Basic Project Plan.

15.2.2 After breaking down the amounts submitted, referenced in items 15.2.1 and 15.2.2, the average of these amounts was obtained as per Normative Instruction SLTI/MPOG 5/2014, altered by Normative Instruction N° 3, dated April 20, 2017 which requires a market search or other methodology to be justified by the relevant authority as follows, *in verbis*:

"Art. 2º Price survey shall be performed by using the following the parameters:

[...]

"III – public survey published in specialized media, or in the public domain, provided date and time of access are recorded; or

IV- inquiry with suppliers, provided the inquiries are not further apart than 180 (one hundred and eighty) days ..."

[...]

§2º As a method for obtaining the contract reference price the following shall be used: the average, median or lowest amount of those obtained via price survey, provided that the calculation takes into account three or more prices, based on one or more parameters established in this article, without considering inviable or excessively high amounts.

[...]

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§3º Other criteria or methods may be applied, if duly justified by the relevant authority.”

[...]

15.3 The maximum estimated amount for Module 3 was obtained based on the services for FOD damages in Contract 032/GAL-PAMA-GL/2016, addressing logistic support for AIRBUS A319 (ACJ) and Contract 003/CABW/2016, addressing the lease, logistic support and insurance for BOEING 767-300ER AIRCRAFT. In addition to the service performed in this last contract as a horizontal stabilizer.

15.3.1 Based on the information mentioned in item 15.3, considering the occurrence of two events a year involving FOD with item exchange, the maximum annual amount for Module 3 is US\$ 400,000.00, to be provided upon demand.

ref

16. SERVICES PERFORMED AT THE CONTRACTED PARTY'S FACILITIES

16.1 DISPLACEMENT AIRCRAFT TO THE CONTRACTED PARTY'S WORKSHOP

16.1.1 For the performance of additional service, displacement expenses for the Aircraft from ALA-11 to the CONTRACTED PARTY or its authorized workshops is the CONTRACTING PARTY's sole and exclusive responsibility.

16.1.2 However, if the Aircraft needs to be returned to the CONTRACTED PARTY, after performing the additional service, for warranty repair, due to the CONTRACTED PARTY's exclusive fault and decision to return it, the CONTRACTED PARTY shall be responsible for all costs associated with aircraft displacement as well as those pertaining to crew. Flight hour used shall not be taken into account for payment purposes.

16.1.3 If the CONTRACTED PARTY chooses not to return the Aircraft to its workshop, it shall remain retain responsibility for sending qualified personnel and other resources to solve the non-conformity under its sole responsibility, at aircraft location.

16.2 DISPLACEMENT OF QUALIFIED LABOR BY THE CONTRACTED PARTY

16.2.1 The CONTRACTING PARTY shall cover the onus for moving qualified labor to perform services outside of the CONTRACTED PARTY's workshops, provided they are not Additional Services or services covered by the PBH Price.

16.2.2 Payment of these costs by the CONTRACTING PARTY shall be processed as 'Time and Material'.

16.3 SERVICES RENDERED OUTSIDE OF BUSINESS HOURS

16.3.1 The CONTRACTING PARTY shall not be responsible for additional onus when services are rendered outside of normal business hours at CASC or company advised by the CONTRACTED PARTY, for the purpose of ensuring contractual timelines or in the CONTRACTED PARTY's interest.

16.4 CONTRACTED SERVICE

16.4.1 In case of any Justified Delay to the services described in the above modules, the CONTRACTED PARTY shall notify the CONTRACTING PARTY of details associated with such events within the CONTRACTED PARTY'S timeline to fulfill its obligations.

16.4.2 Justifiable delays must be analyzed by the CONTRACTING PARTY, to verify if caused by unforeseen facts. Except for justified delays, no argument may be presented by the CONTRACTED PARTY to prevent, compromise or delay service execution, in which case it will be subject to all penalties set forth by current legislation.

16.4.3 The CONTRACTED PARTY shall ensure that the labor used is qualified to render services on the AIRCRAFT, complying with finishing and aesthetic standards implemented by the company with its clients, where tolerances, adjustments and manners of execution shall be compatible with the best practices which may apply to each case.

16.4.4 The CONTRACTED PARTY must guarantee that it will promptly repair and replace, at its expense, parts presenting flaws or functional abnormalities within contract validity.

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16.4.5 The CONTRACTING PARTY shall not accept later complaints for any services which may in future arise for the full execution of the above service, due to claimed ignorance. In particular, as regards the services to be rendered in components associated with ATA 25.

16.4.6 The CONTRACTING PARTY shall not bear any onus associated with non-compliance with above terms.

17. TYPE OF CONTRACT

17.1 Contracting of the object of this Basic Project Plan shall occur through an international bid, as per Invitation for Bid

18. FINAL PROVISIONS

18.1 This Basic Project Plan took into account administrative, technical and financial aspects associated with planning procedures, supply and maintenance in accordance with the statistical database for aircraft known and operated by FAB.

São Paulo, April 4, 2019

DRAFTED BY:

Lt. Col. Av. SAMUEL DE SOUZA CIQUEIRA
Logistic Manager of C-767 Project

VERIFIED BY:

Col. Av. SANDRO LÚCIO SANTANA DO NASCIMENTO
Assistant to DIRMAB's Subdirector of Inspection and Control

REVIEWED BY:

Maj. Gen. JOSÉ MADUREIRA JUNIOR
Subdirector of DIRMAB's Inspection and Control

I approve this Basic Project Plan, as it contains all necessary elements to achieve the objective of the Public Administration in contracting a specialized company to provide LEASE SERVICES TOGETHER WITH LOGISTIC SUPPORT, based on the MONTHLY PAYMENT OF FLIGHT HOURS USED (Power By The Hour – PBH), for (01) one 767-

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300ER BOEING AIRCRAFT, and its equipment, ensuring a dispatchability equal to or greater than 92% (ninety-two percent), in addition to an operational availability equal to or greater than 90% (ninety percent), duly accounted in SILOMS, so as to fulfill the goal established by DIRMAB for the project, over a 36- (thirty-six-) month period, which may be extended for 24 (twenty-four) months.

Lt. Gen. RICARDO AUGUSTO FONSECA NEUBERT

Director of DIRMAB



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**ATTACHMENT I
LOGISTIC SUPPORT RESPONSIBILITY PLAN
INCLUSIONS IN PBH PRICE (MODULE 2)**

ITEM	RESPONSIBILITY	
	CONTRACTED PARTY	CONTRACTING PARTY
Scheduled Maintenance		
Labor	X	
Internal Cabin Materials	X	
Repairables	X	
Disposables	X	
Consumables	X	
Bulk Consumables	X	
Freight	X	
Unscheduled Maintenance		
Labor	X	
Materials de Interior	X	
Repairables	X	
Disposables	X	
Consumables	X	
Bulk Consumables	X	
Freight	X	
Standard Shipping	X	
Procedures in addition to Standard Shipping	X	
Maintenance Services at Locations outside of CASC		
Labor	X	
Internal Materials	X	
Repairables	X	
Disposables	X	
Consumables	X	
Bulk Consumables	X	
Freight	X	
Standard Shipping	X	
Procedures in addition to Standard Shipping	X	
Maintenance Services outside of National Territory		
Labor	X	
Internal Materials	X	
Repairables	X	
Disposables	X	
Consumables	X	
Bulk Consumables	x	
Freight	x	
Standard Shipping	x	
Procedures in addition to Standard Shipping	x	
Airworthiness Directives		
Labor	x	
Materials	x	

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ATTACHMENT II

DELIVERY AND PAYMENT SCHEDULE

YEAR	MODULES (US\$)			TOTAL (US\$)
	1	2	3	
1 (Month 1 to 12)	\$ 6,449,047.44	\$ 6,797,259.00	\$ 400,000.00	\$13.646.306,44
2 (Month 13 to 24)	\$ 6,449,047.44	\$ 6,797,259.00	\$ 400,000.00	\$13.646.306,44
3 (Month 25 to 36)	\$ 6,449,047.44	\$ 6,797,259.00	\$ 400,000.00	\$13.646.306,44
TOTAL (US\$)	\$ 19,347,142.32	\$ 20,391,777.00	\$1,200,000.00	\$40,938,919.32

ATTACHMENT III

**AIRCRAFT, ENGINE AND OTHER CONTROLLED COMPONENT
MAINTENANCE RECORDS**

1) The components and accessories installed and applied to the aircraft, as well as Ground Support Equipment (EAS or GSE) and tools MUST:

a) Have all installed cell, engine and component maintenance records.

2) Show component traceability.

3) The following maintenance records for the aircraft, engine, systems and subsystems must be supplied as followed :

- a – Aircraft registration data;
- b – Flight Records (use);
- c – Inspection Records;
- d – Major Service Records;
- e – Technical Directive Records;
- f – Various Stocking and Destocking Records;
- g – Records pertaining to controlled item movement (removal and assembly);
- h – Component and Accessory Maintenance Records;
- i – Records for safety explosive devices;
- j – Records pertaining to the exchange of structural parts, surfaces and controls;
- l - Structural Repair Mapping;
- m – Engine Boroscope Report
- n – Aircraft Weighting Sheet; and
- o – List of Installed Equipment (actual aircraft configuration).

3.1) Each record specifically:

a – Aircraft registration:

- Aircraft Model;
- Aircraft Serial Number assigned by Manufacturer;
- Aircraft Manufacturer;
- Engine model installed on aircraft;
- Engine Manufacturer;
- Overhaul Type and Interval; and
- Periodic Revision Type and Interval.

Aircraft Model	Aircraft Serial Number	Aircraft Manufacturer	Model Motor	Engine Manufacturer	Major Aircraft Overhauls (type/Interval)	Periodic Aircraft Overhauls (Type/Interval)

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b - Flight Record

The aircraft's full flight records must be advised under various control types.

- Flight Hours;
- Aircraft Cycles;
- Landings;
- APU Cycles;
- APU Hours;
- Date of Last Flight;
- Other Applicable controls.

Aircraft Model	Aircraft Serial Number	Total Flight Hours	Aircraft Cycles	Landings	APU Cycles	APU Hours	Date of Last Flight
Other Controls	Other Controls						

c - Inspection Record:

- Aircraft Model;
- Aircraft Serial Number;
- Inspection Description;
- Applicable Technical Publication;
- Total Aircraft Use upon Inspection completion; and
- Completion date;
- Workshop.
- Observations.

Aircraft Model	Aircraft Serial Number	Inspection Description	Applicable Technical Publication	Total ANV Use upon Inspection Completion	Completion Date	Workshop responsible for service	Observations

d - Record for major services (this table is for all general overhaul records, INPP, repairs, reconditioning, modifications, partial revisions, or progressive-type maintenance performed on the aircraft or component, by specialized workshops).

- Aircraft or Major Component Model;
- Major Component Part Number;
- Aircraft or Major Component Serial Number,
- Total Aircraft Use upon Service Completion;
- Service Description;
- Date of Service Completion;
- Workshop; and

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Total Number of Hours till next Revision.

CJM or Aircraft Model	CJM Part Number	Serial Number	Total ANV Use upon SV completion	SV Completion Date	Workshop in Charge	Total Number of Hours Next Inspection	Service Description

e – Technical Directives Record:

Type of Directive (TCTO/SB);
 Aircraft or Major Component Model component;
 Major Component Part Number;
 Aircraft or Major Component Serial Number;
 Technical Directive Number;
 Directive Condition (incorporated, unincorporated, and canceled);
 Directive Category (immediate, urgent or routine);
 Technical Directive Description; and
 Workshop, date and total hours for aircraft or major component upon completion of services.

Directive Type	CJM or Anv Model		CJM Part Number	Serial Number		
Directive Number	Condition	Category	Directive Description	Completion		
				Workshop	Date	Total Hours

f) Miscellaneous stocking and destocking records: (Aircraft, engine and other components):

Miscellaneous records

Aircraft Model or component name;
 Component Part Number;
 Aircraft or component serial number
 Event date or date of service execution; and
 Description of the event, such as accidents, incidents, services or peculiar aircraft behavior.

ref

Aircraft Model or component name	Component Part Number	Aircraft or Component Serial Number
Data	Event Description	

[Handwritten signature]

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f.1) Stocking and Destocking:

Date of Last Flight;
 Date on which last stocking occurred
 Type of stocking;
 Date in which equipment was destocked
 Technical Publication for stocking, destocking activity and timelines;
 Reason for stocking; and
 Workshop performing stocking.

Date of last flight	Stocking Date	Re-Stocking Date	Type	Destocking Date	Technical Publication	Reason for Destocking	Workshop

g) Installation and Removal Record of Controlled Items:

ANV Model / PN CJM	ANV / CJM Serial Number	ANV / CJM Total Use	Removed Component PN	Removed Component Serial Number	Reason for Removal	Installed Component PN	Installed Component Serial Number	Workshop

h) HSCA – Records for Accessory and Components Services: (all controlled components shall be advised via table below, 1 table per piece of equipment):

Component Part Number;
 Component Nomenclature;
 Component Manufacturer/CFF;
 Serial Number do component;
 Maximum Stocking Time;
 Type of Control;
 Time between overhauls;
 Maximum lifespan;
 Equipment installation date;
 Aircraft or Major Component Serial Number;
 Installation Workshop;
 Total Aircraft or Major Component Use (cycle, flight hours, landings, APU cycles, or APU hours) at time of installation;
 Component TSN at time of installation;
 Component TSO at time of installation;
 Component Removal Data (date, total use, Component TSN and TSO Reason);
 Component Directives;
 Directive Numbers;
 Directive Condition (incorporated, unincorporated, or cancelled);

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Directive category (immediate, urgent or routine);
 Directive description; and
 Directive fulfillment (date and workshop).

i) Reason for removal: Overhaul or major repair:

Component Part Number	Nomenclature	CFF	Serial Number	TLE	Type of Control	TBO	TLV	Workshop	
Aircraft PN or CJM / Serial number	Installation Date	ANV Total Use / CJM at Installation	Installation Component TSN	Installation Component TSO	Removal Date	T ANV Total Use / CJM at Removal	Removal Component TSN	Removal Component TSO	Reason for Removal
Directive Type	Directive Number	Condition	Category	Component Hours	Workshop	Date	Directive Description		

j) Safety Explosive Device Record; (1 table per device):

Aircraft Model or component name;
 Component Part Number
 Aircraft or Component Serial Number;
 Safety Explosive Device Name;
 Explosive Device Part Number;
 Location where the device is installed;
 Device stock lifespan;
 Lifespan of device installed on aircraft or equipment;
 Explosive device serial number;
 Explosive device manufacturing lot
 Explosive device manufacture date;
 Explosive device installation date;
 Total time installed on other equipment;
 Expiration date of device installed;
 Workshop which installed the explosive device;
 Explosive device removal date;
 Explosive Device Total installation time; and
 Workshop which removed the explosive device.

Aircraft Model or component name	Component Part Number	Aircraft or Component Serial Number

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Explosive Device		Explosive Device Part Number			Location where the device is installed		Stock Life		Life Installed
Serial Number	Lot	Manufacture Date	Assembly Date	Previous Time	Expires in	Installed By	Removed By	Time Used	Removed by:

l) Record of exchanges for structural parts, surfaces and controls: (The aircraft's structural repair mapping must be made available, providing information using the table below):

Aircraft Total Use upon service completion;
 Date of Service Completion;
 Workshop; and
 Notes and major parts exchanges.

Installed Part PN	Serial Number	Total Aircraft Usage	SV End Date	Workshop	Notes: (reason for replacement and other information deemed necessary)

- m) The aircraft's structural repair map shall be provided:
- n) A current engine boroscope report shall be provided to verify actual conditions (compressors, hot section, turbines) together with Performance Data:
- o) Aircraft Weight Sheet:

3 – List of Installed Equipment (The items list merely serves as an example)

ANV. MANUFACTURER:

ANV. MODEL

S/N:

<i>Instrument/Equipment</i>	<i>Manufacturer</i>	<i>Model</i>	<i>P/N</i>	<i>Serial Number</i>	<i>MNT Regime (HT, OC, CM)</i>
VHF 1					
VHF 2					
VHF-FM					
HF					
Satellite Communication					
UHF					
Soundbox					
Intercommunicator					
ADF 1					
ADF 2					
RMI 1					
RMI 2					
VOR 1					
VOR 2					
ILS 1					
ILS 2					
HSI 1					
HSI 2					

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<i>EFIS 1</i>					
<i>EFIS 2</i>					
<i>Transponder</i>					
<i>DME</i>					
<i>ADC</i>					
<i>PA</i>					
<i>FMS 1</i>					

<i>Instrument/Equipment</i>	<i>Manufacturer</i>	<i>Model</i>	<i>P/N</i>	<i>Serial Number</i>	<i>MNT Regime (HT, OC, CM)</i>
<i>FMS 2</i>					
<i>GPS 1</i>					
<i>GPS 2</i>					
<i>Moving Map</i>					
<i>Skymap</i>					
<i>Inertial 1</i>					
<i>Inertial 2</i>					
<i>Stormscope</i>					
<i>TCAS</i>					
<i>Skywatch</i>					
<i>GPWS</i>					
<i>EGPWS / TAWS</i>					
<i>Windshear Detector</i>					
<i>Radar</i>					
<i>Radar Altimeter</i>					
<i>ELT</i>					
<i>FDR</i>					
<i>CVR</i>					
<i>Artificial Entertainment 1</i>					
<i>Artificial Entertainment 2</i>					
<i>Artificial Entertainment 3</i>					
<i>Directional Rotation</i>					
<i>FADEC</i>					
<i>Sound/CD Entertainment</i>					
<i>Video Entertainment</i>					
<i>Ovens, etc.</i>					
<i>Outros</i>					

4) RBAC 121

Item 121.380 Requirements for Maintenance Records

(a) Every certificate owner (using the specific manual required per 121.369) shall keep the following maintenance records during the timeframes specified in paragraph (c) of this section: (1) all required records to prove that the requirements have been met to preserve the airplane's airworthiness, as per 121.709;

(b) records containing the following information:

(i) cell's total service time;

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(ii) the present condition of the parts, lifespan of each cell, engine, normal and emergency equipment;

(iii) time since overhaul for all items installed on aircraft requiring general overhaul based on defined usage time (“hard time”);

(iv) identification of the present situation for airplane inspections, including times used from the last inspection scheduled per inspection plan under which the airplane and its components are maintained;

(v) present compliance situation for applicable airworthiness directives (DA), including the method to apply said directives, if one DA implies recurring actions, the time and date of the next required action;

(vi) an updated list of each major modification performed on each cell, engine and piece of equipment.



Accreditation Form – Annex II

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

PAGE 1 of 1

For BACW use only	Open Session Date	BACW's CPL President Signature
----------------------	-------------------	--------------------------------

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"/>
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Identification Number

E-mail Address

Phone Number

<input type="text"/>	<input type="text"/>	<input type="text"/>
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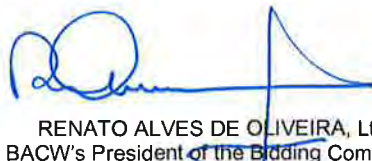
Part 2 Authentication


Representative printed name

Representative signature

Date of signing

<input type="text"/>	<input type="text"/>
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RENATO ALVES DE OLIVEIRA, Lt Col
BACW's President of the Bidding Commission


NAZARENO CORREIA PEREGRINO Lt. Col.
BACW's Chief of Internal Control

**ANNEX III
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**

DRAFT



CONTRACT [NUMBER]/CABW-CELOG/2019

**INVITATION FOR BID 191948/CABW/2019
PAG CABW 67102.191948/2019-14**



-----DRAFT-----

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


 NAZARENO CORREIA PEREGRINO Lt. Col.
 BACW's Chief of Internal Control



-----DRAFT-----


PAG CABW **67102.191948/2019-14**
CONTRACT N° [NUM]/CABW/-
CELOG/2019


LEASE, WITH LOGISTICAL SUPPORT BASED ON MONTHLY PAYMENT FOR FLIGHT HOURS (POWER BY THE HOUR – PBH), OF 01 (ONE) AIRCRAFT BOEING 767-300ER AND ITS EQUIPMENT, ENSURING DISPATCH EQUAL TO OR GREATER THAN 92% (NINETY-TWO PERCENT), AND AN AVERAGE OPERATIONAL AVAILABILITY EQUAL OR SUPERIOR TO 90% (NINETY PERCENT), DULY RECORDED IN THE SILOMS, BETWEEN THE FEDERAL GOVERNMENT, REPRESENTED BY THE AERONAUTICAL LOGISTICS CENTER, AND COMPANY [NAME OF COMPANY].

The Federal Government, through the Aeronautical Logistic Center, located at Avenida Dom Pedro I, nº 100, 3º Andar, Cambuci, São Paulo-SP, Brazil, registered under Brazilian Federal Legal Entity Taxpayer [CNPJ] sob o N° 00.394.429/0116-50, represented by its Expenses Supervisor, Brig. Gen. LUIZ AMEDEO **IOZZI** DA SILVA, Brazilian Individual Taxpayer [CPF] N° 799.968.337-04, appointed by the October 25, 2018 Decree, published on Official Gazette N° 207, dated October 26, 2018 and in accordance with GAP-SP Internal Bulletin N° 230, dated November 30, 2018, herewith referred to as the CONTRACTING PARTY and company [CONTRACTED PARTY'S NAME], located at [ADDRESS], ZIP [ZIP CODE], in [CITY, STATE] henceforth referred to as the CONTRACTED PARTY, represented by Mr. [LEGAL REPRESENTATIVE], bearer of Identity Card N° [NUMBER], and in accordance with PAG n° **67102.191948/2019-14**, and the final outcome of Bid n° **191948/CABW/2019**, based on the principles of Law n° 8.666/93, Decree n° 9.507/2018 and SEGES/MPDG Normative Instruction N° 5, de 2017, as well as other related laws, choose to sign this CONTRACT and execute this agreement, according to the following terms and conditions:

1. DEFINITIONS

1.1. With the intent of facilitation comprehension of terminology and simplifying text composition, the following abbreviations and phrases are provided herein, as well as the definition provided on item 1.3. of the Basic Project 02/DIRMAB/2019, it shall be used with their respective explanation, the list provided herein:


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


NAZARENO CORREIA PEREGRINO, Lt. Col.
BACW's Chief of Internal Control



-----DRAFT-----

- 1.1.1. ANAC - The Brazilian Government's National Civil Aviation Agency;
- 1.1.2. BER- Beyond Economic Repair or item whose repair is economically inviable.
- 1.1.3. BACW – Brazilian Aeronautical Commission in Washington – DC;
- 1.1.4. CELOG: Aeronautical Logistic Center;
- 1.1.5. COMAER – Aeronautical Command;
- 1.1.6. COMREC - Contract Monitoring and Execution Commission, made up of at least three representatives who, through the Contracting Managing Unit which represents the Aeronautical Command before the CONTRACTED PARTY, are tasked with receiving the object, whether it is a good or service, in accordance with the provisions of ICA 65-8/2009 and ICA 12-23/2017;
- 1.1.7. CONTRACTED PARTY – Winning Bidder, after Bidding Process Ratification and Award of Bid Object;
- 1.1.8. CONTRACTING PARTY- The Federal Union- Aeronautical Command, represented, by the Aeronautical Logistic Center (CELOG), military organization, subject to the General Support Command ('Comando-Geral de Apoio');
- 1.1.9. CONTRACT - The agreement which the Public Administration (CONTRACTING PARTY), acting in this capacity, signs with other Administrative Entity (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 the document, references are made to the future contract to be signed between the CONTRACTING PARTY and the CONTRACTED PARTY;
- 1.1.10. CREA – Regional Engineering Council-Council responsible for checking and inspecting the exercise of the engineering profession and the activities related to it;
- 1.1.11. DIRMAB - Directorate of Aeronautical and Warfare Material;
- 1.1.12. DOU – [Brazilian] Official Gazette;
- 1.1.13. EASA- European Aviation Safety Agency;
- 1.1.14. FAA – Federal Aviation Agency;.
- 1.1.15. FAB – Brazilian Air Force;
- 1.1.16. MONITOR – Administration Agent especially appointed as its representative to monitor and inspect Contract performance, whereby the sub-contracting of third parties is permitted to assist and provide information pertaining to his/her duties in the situations in which his/her technical knowledge is not sufficient to perform them;
- 1.1.17. MONITORING: Generic term for the activity exercised by the Administration Agent acting as Contract Monitor, or by a specifically and systematically appointed Commission, for



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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;

1.1.18. 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, documents, correspondence and information disclosed orally or visually, regardless of the means through which it is conveyed;

1.1.19. ICA – Aeronautical Command Directive;

1.1.20. INCOTERMS 2010 – Set of international rules for the interpretation of the commercial terms most broadly used in international trade, defining the limits of responsibility between buyer and seller;


1.1.21. INVOICE or COMMERCIAL INVOICE- A document equivalent to a bill of sale or trade bill which, in foreign countries, is supplied along with the material purchase or service provided, showing material specifications or service 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 concerning export;


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

1.1.23. BIDDER- Company submitting a proposal in the Bidding Process;

1.1.24. 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;

1.1.25. 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 credit to liquidate the commitment undertaken; it is the first step of a public budget expenditure;


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1.1.26. CONTRACT CLOSING STATEMENT – Document issued by the MONITOR upon closing the contract, further to the completion of its full or partial execution;

1.1.27. FINAL ACCEPTANCE 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; and

1.1.28. TEMPORARY ACCEPTANCE 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. CLAUSE- OBJECT

2.1. Leasing, with logistical support, based on monthly payment for flight hours (Power By The Hour – PBH), of 01 (one) aircraft **BOEING 767-300ER** and its equipment, ensuring dispatch equal to or greater than 92% (ninety-two percent), and an average operational availability equal or superior to 90% (ninety percent), duly recorded in the SILOMS, in accordance with the technical specifications and quantities described on the basic project 02/DIRMAB/2019.

2.2. For operational reasons and contract execution, the object of this CONTRACT shall be divided into modules, as per the service specifications described on item 4 of the BASIC PROJECT.

2.2.1. MODULE 1 – LEASE

2.2.1.1. AIRCRAFT DELIVERY TO THE CONTRACTING PARTY

2.2.1.2. AIRCRAFT OPERATION

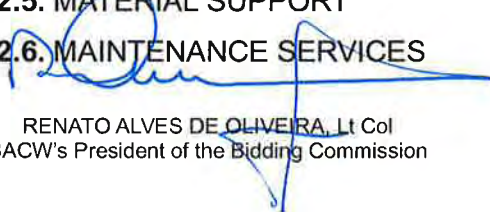
2.2.2. AIRCRAFT RETURN TO THE CONTRACTED PARTY

2.2.3. AIRCRAFT REQUIREMENTS

2.2.4. MODULE 2 – INTEGRATED LOGISTIC SUPPORT

2.2.5. MATERIAL SUPPORT

2.2.6. MAINTENANCE SERVICES


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- 2.2.7. MAINTENANCE PLANNING AND CONTROL
- 2.2.8. ENGINEERING SUPPORT
- 2.2.9. ENGINE SUPPORT SERVICES
- 2.2.10. PROVISION OF GROUND SUPPORT EQUIPMENT AND MAINTENANCE
- 2.2.11. NAVIGATION PUBLICATIONS AND SHEETS
- 2.2.12. TECHNICAL REPRESENTATIVE
- 2.2.13. MODULE 3 – ADDITIONAL SERVICES
- 2.2.14. ENGINEERING SERVICES
- 2.2.15. MAINTENANCE SERVICES
- 2.2.16. MISCELLANEOUS SERVICES

2.3. 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:

- ATTACHMENT A- BASIC PROJECT PLAN;
- ATTACHMENT B- CONTRACTED PARTY'S PRICE PROPOSAL; and
- ATTACHMENT C- PAYMENT AND DELIVERY SCHEDULE.
- ATTACHMENT D – PORTUGUESE VERSION OF THE CONTRACT

2.4. The services in this INVITATION FOR BID shall be implemented in the form of indirect implementation, through the **unit price** regime, due to the demands of the different modules that may occur in different amounts and moments, according to the Annex A – BASIC PROJECT

3. **CLAUSE- CONTRACT EXECUTION**


3.1. The CONTRACT must be performed through indirect execution based on **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 ATTACHMENT D replicating the same content and featuring the same signatures from both parties and witnesses.

5. **CLAUSE- CONDITIONS FOR THE PROVISIONS OF SERVICES**

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


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

6. CLAUSE- OBLIGATIONS

6.1. The general obligations related to this CONTRACT are described on clause 13 of the BASIC PROJECT.

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- CONTRACT AMOUNT

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

8.1.1. MODULE 1: the maximum amount shall be **US\$ [VALUE] (AMOUNT)**.

8.1.2. MODULE 2: the maximum amount shall be **US\$ [VALUE] (AMOUNT)**.


8.1.3. MODULE 3: the maximum amount shall be **US\$ [VALUE] (AMOUNT)**.

8.2. The contracted amount includes all expenses associated with direct or indirect execution of services, including but not limited to: all costs such as taxes and/or fees, in accordance with the BASIC PROJECT PLAN, social contributions, expenses, insurance, worker's compensation, labor, social security contributions, fiscal, administrative fees, equipment, materials and any other fees associated with the Execution of the CONTRACT Object.

9. CLAUSE- BUDGET ALLOCATION

9.1. Expenses associated with the Contract shall be borne in accordance with the following budget classification: **Program 2058** – National Defense; **Action 2048** – Supply and Maintenance of Aeronautical Material; Expense Nature (ND) 339030 (material) and ND 339039 (third-party services); and any other budget resource available to Project C-767.

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


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10. CLAUSE- SUBCONTRACTING

10.1. Partial subcontracting shall be permitted for Module 2 – Integrated Logistics Support and Module 3 – Additional Services, in the terms presented on item 6.3 of the Basic Project, Annex I.

10.2. The upper limit for subcontracting the execution of this object is 50% (fifty percent), calculated based on the sum of the total amounts for Module 2 and Module 3.

10.3. Subcontracting must be authorized by the Expenses Supervisor of the CONTRACTED PARTY, through a technical opinion from the MONITORING TEAM, together with specification of the activities to be subcontracted and the period within which they should be performed;

10.4. Subcontracted companies must possess all technical qualification requirements set forth in the BASIC PROJECT PLAN, Annex I, based on activity to be performed.

10.5. The CONTRACTED PARTY shall be legally and contractually responsible before the CONTRACTING PARTY for the subcontracted services. Any communication and/or clarification shall take place directly between the CONTRACTING PARTY and the CONTRACTED PARTY. Communication and/or clarification with/from subcontracted companies shall be the CONTRACTED PARTY's sole responsibility.

10.6. The CONTRACTED PARTY shall be legally and contractually responsible before the CONTRACTING PARTY for the subcontracted services. Subcontracting is the CONTRACTED PARTY's full and joint responsibility, answering in full for its guarantees, not just as regards the services and timeframes, but also insurance coverage against any claims, in case of breakdowns or damages associated with the services performed by the subcontracted company.

10.7. The subcontracting is allowed on the services related to Module 2 – Integrated Logistic Support and Module 3 – Additional services.

10.8. The performance of the LEASING services, as established on Module 1 shall not be subcontracted, being integrally the CONTRACTED'S PARTY responsibility.

10.9. If subcontracting become necessary, as per Ar. 72 of Law 8.666 of 1993 8,666, the following recommendations must be followed:

10.9.1. The CONTRACTED PARTY shall bear the risks and onus associated with the subcontracting, including but not limited to the Quality Guarantee provided for the service performed.

10.9.2. The CONTRACTED PARTY must provide the CONTRACTING PARTY, through the CONTRACT INSPECTOR, with all information required of it on the service, as well as of the subcontracted parties.



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10.9.3. The CONTRACTED PARTY shall not be exempt from its contractual responsibilities or obligations when, as a consequence of any type of renegotiation with the subcontracted companies, it becomes unable to fulfill any of the obligations set forth in the contract.

11. CLAUSE- TIMEFRAMES

11.1. Term of Validity

11.1.1. The term of the CONTRACT shall be **36 (thirty-six) months** from the date of its signing and may be extended for a period of 24 (twenty four) months, to a total of 60 (sixty) months, by amendment properly documented and signed by parties in advance, at least 90 (ninety) days to the end of such period, as AGU's Regulatory Guidance n° 38 of 11/12/2011 (Brazil).

11.2. Term of Execution

11.2.1. The period of execution of the CONTRACT shall be **34 (thirty-four) months** from the date of delivery of the aircraft and may be extended for a period of 24 (twenty four) months, to a total of 60 (sixty) months by amendment properly documented and signed by all parties in advance of at least 90 (ninety) days prior to the end of the CONTRACT term.

11.2.2. The deadline for delivering the various services under the CONTRACT will be defined according to the Aircraft Maintenance Plan.

11.3. Receipt Timeframe


11.3.1. Receipt of Module 1 – Lease:


11.3.1.1. The receipt of the AIRCRAFT shall be within 60 days from the execution of the contract, being the CONTRACTED PARTY responsible to inform the CONTRACTING PARTY the exactly date of the AIRCRAFT delivery at the Contract Signature

11.3.2. Receipt of Module 2 – Integrated Logistics Support and Module 3 – Additional Services:

11.3.2.1. Temporary receipt by means of the TEMPORARY RECEIVING CERTIFICATE, shall be issued by the Contract's COMREC, within 15 (fifteen) business days, being counted from the written communication performed by the CONTRACTED PARTY and the object being judged as partially accepted by the MONITOR.

11.3.2.2. After temporary acceptance, the CONTRACTING PARTY shall start the final acceptance of services by performing an inspection, within 90 (ninety) days,


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from the date cited above and the object judged as in accordance and accepted by the COMREC.

11.3.2.3. Non-conformities encountered by the CONTRACTING PARTY during final acceptance procedures must be notified to the CONTRACTED PARTY within the final acceptance deadline, and must be resolved by the CONTRACTED PARTY in an equal amount of time, further to notification. Should a grave DISCREPANCY be encountered, this timeframe may be extended, provided it is duly justified in writing.

11.3.2.4. Final acceptance shall be recorded in a FINAL RECEIVING CERTIFICATE, which shall be issued within a 90 (ninety) days period of inspection performance.

11.3.3. The deadline for receipt of the object shall comply with the procedural standard established in ICA 65-8 and ICA 12-23.

11.4. Payment Processing Time

11.4.1. The payment period shall within 30 (thirty) calendar days from the date on which the ACCEPTANCE CERTIFICATE is submitted, and shall occur in accordance with item 12.3 of the Basic Project Plan, ANNEX I to the INVITATION FOR BID.

11.4.2. The timeframe for receiving the object shall be in accordance with the procedural standard set forth in ICA 65-8 ICA 12-23.

12. CLAUSE- FINANCIAL GUARANTEE

12.1. A financial guarantee shall be required of the CONTRACTED PARTY, in the amount of **5% (five percent)** of total Contract Value, within 10 (ten) days of CONTRACT signature, to enable signing the SERVICE ORDER. The CONTRACTED PARTY shall provide a financial guarantee in US dollars (USD).

12.2. Any guarantee, which fails to cover all possible risks and damages associated with Contract Execution, shall not be accepted.

12.3. The financial guarantee shall be valid throughout Contract duration.

12.4. If the guarantee amount is used, in full or in part, the CONTRACTED PARTY must replenish the respective amount within 5 (five) business days from receipt of notification.

12.5. After CONTRACT conclusion, further to issue of the last Final Receiving Certificate, and verification that all CONTRACTED PARTY obligations have been fulfilled completely, the guarantee shall be released and returned.

12.6. All costs associated with the financial guarantee shall be borne by the CONTRACTED PARTY.

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12.7. If the Contract is amended, the financial guarantee must be extended to reflect CONTRACT expiration date.

13. CLAUSE- QUALITY GUARANTEE

13.1. The quality guarantee shall abide by the provisions in item 9 of the Basic Project, Attachment A.

14. CLAUSE- PLACE OF EXECUTION

14.1. The place of execution for the services is described in item 8 of the Basic Project, Attachment A.

15. CLAUSE- CHANGES TO THE CONTRACT

15.1. The CONTRACT may be changed unilaterally by the CONTRACTING PARTY in the following situations:

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

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

15.1.3. The CONTRACTED PARTY is contractually obligated 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.

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

15.2. The CONTRACT may be change by agreement between the parts' in the following circumstances:

15.2.1. 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;

15.2.2. 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;

15.2.3. 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



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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 extra contractual economic risk.

16. CLAUSE- SUBJECTIVE MODIFICATION

16.1. 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 the Invitation For Bid, that the remaining contractual clauses are fulfilled, and the execution of the contractual object is not compromised, and further that the Administration provides its explicit approval for continuation of the Contract.

17. CLAUSE- PRICE ADJUSTMENT

17.1. 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 Contracted Party's obligations and their compensation by the Administration as fair payment for labor, 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 extra contractual economic risk.


17.2. 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.

17.3. 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.

17.4. 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.

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

17.5.1. The occurrence of an unforeseeable fact, or foreseeable fact of unforeseeable consequences, which delays or prevents the execution of the agreement and its


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adequate characterization;

17.5.2. The occurrence of a Force Majeure event, fortuitous event or *factum principis*, constituting extraordinary and extra contractual economic risk, and its adequate characterization;

17.5.3. 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;

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

17.5.5. The relevant preparation of calculation logs;

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

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

17.6. The decision on the request must be finalized within a maximum timeframe of sixty days, starting on the date of delivery of proof of cost variation.

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

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

17.9. The CONTRACTING PARTY can make evidentiary requests to verify the imbalance alleged by the CONTRACTED PARTY.

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

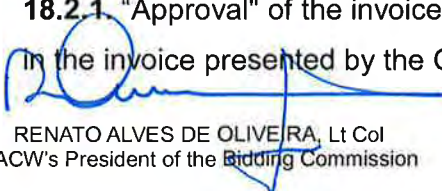
17.11. Should the CONTRACTED PARTY not submit other adequately adjusted indices, the maximum adjustment amount shall be equivalent to CPI variation (Customer Price Index, issued by the Bureau of Labor Statistics – BLS) from the US Department of Labor).

18. CLAUSE- PAYMENT

18.1. Payment terms shall be up to 30 (thirty) calendar days, starting on the date on which the ACCEPTANCE CERTIFICATE is issued, alongside the invoice, and the procedure established in ICA 65-8.

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

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


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18.2.2. In case of failure to present the necessary documents, or of a situation which prevents invoice payment, payment shall be 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.

18.3. 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.

18.4. The CONTRACTING PARTY shall not be responsible for any expenses made by the CONTRACTED PARTY which are not established in the CONTRACT.

18.5. If the CONTRACTED PARTY wishes to receive payment in any other currency than US Dollars, it shall cover the cost of any currency exchange or any other bank fees which may apply.

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

18.6. Payment method is described on item 3.2.6 of the BASIC PROJECT.

19. CLAUSE- MONITORING

19.1. MONITORING must be performed by members of the Administration, specifically appointed to this end by the Administration, in accordance with Law N° 8.666 / 1993, ICA n° 65-8 / 2009, and ICA n° 12-23 / 2017, in order to monitor and oversee the fulfillment of the CONTRACT under way.

19.2. MONITORING must comply with the terms of this Invitation and item 17 of the Basic Project Plan, Attachment A.

20. CLAUSE- RECEIPT OF THE OBJECT

20.1. The services addressed by this INVITATION must be received by COMREC in accordance with the specifications set forth in the BASIC PROJECT PLAN, Attachment A.

20.1.1. All proposals, questions, discrepancies and difficulties encountered during CONTRACT execution, requiring evaluation, must be submitted to the MONITORING, [team] for evaluation by the Director of CELOG.

21. CLAUSE- FORCE MAJEURE AND FORTUITOUS EVENTS

21.1. E Fortuitous or Force Majeure events must be notified in writing to the Director of CELOG, through the MONITORING team, so that he may decide the appropriate course of action, provided


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it has been proven that such events affected the services/materials provided in accordance with the Object of this CONTRACT.

21.2. 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 Nº 8.666/93.

22. CLAUSE- ADMINISTRATIVE SANCTIONS AND PENALTIES

22.1. 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.

22.2. 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:

22.2.1. 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.

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

22.2.3. 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:

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

22.2.3.1.1. 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

22.2.3.1.2. If the CONTRACTED PARTY should cause rescission, 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


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22.3. 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 N° 8.666/93.

22.4. 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 maturing installments.

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

22.5. 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 ['Divide Ativa da União'-DAU] and/or allow legal process, based on the amount.

22.6. 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.

22.7. The application of the above fines may be appealed in 5 (five) business days.

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

22.8.1. For up to 30 (thirty) days:

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

22.8.1.2. For the disruption of any action in the Bid Open Session.

22.8.2. For up to 3 (three) months:

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

22.8.2.2. Claim that the prices it offered are inviable;

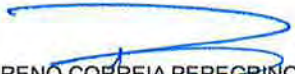
22.8.2.3. Submission of an appeal as an obvious delaying tactic.

22.8.3. For up to 6 (six) months:

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

22.8.3.2. Failure to submit a Contract guarantee, as per the Bid Notice;


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22.8.3.3. Repeated occurrence of a punishable act as established in sub-items 22.8.1 and 22.8.2 of this item, in under 24 (twenty-four) months;

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

22.8.3.5. Application of two administrative sanction fees 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

22.8.3.6. Application of two administrative sanction fees 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;

22.8.4. For up to 12 (twelve) months:

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

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

22.8.4.3. In case of repeated punishable defaults per description provided in sub-paragraph '22.8.3', in less than 36 (thirty-six) months;

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

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

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

22.8.5.3. Issue of a 'false statement';

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

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

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

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

22.8.5.8. Repeated occurrence of punishable default as defined in sub-paragraph


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22.8.4. in under 48 (forty-eight) months.

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

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

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

22.12. 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:

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

22.12.2. If the company or professional committed an unlawful act, for the purpose of interfering with the Bid objectives;

22.12.3. 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


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


22.13. 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.

22.14. 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.

23. CLAUSE- LEGAL BASIS

23.1. This Contract is legally bound to Invitation for Bid N° 191948/CABW/2019, and to the to the CONTRACTED PARTY's Price Proposal, submitted by [COMPANY NAME] to the BACW.


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BACW's Chief of Internal Control



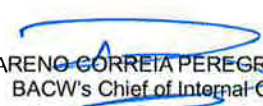
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24. CLAUSE- RESCISSION

24.1. In accordance with the provisions of Article 78 of Law N° 8.666 / 93 (Brazil), the following are sufficient reasons to rescind the Contract:

- 24.1.1.** Non-fulfillment of contract clauses, specifications, projects and timeframes;
- 24.1.2.** Irregular fulfillment of contract clauses, specifications, projects and timeframes;
- 24.1.3.** Slowness in execution, leading the CONTRACTING PARTY to prove it is inviable to complete services within the established timeframes;
- 24.1.4.** Unjustified delay in starting the service;
- 24.1.5.** Interruption in the service, without just cause, and without advance warning to the CONTRACTING PARTY;
- 24.1.6.** 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 Bid Notice and this CONTRACT;
- 24.1.7.** Non-compliance with the orders issued by the authority appointed to oversee and inspect the performance of services, or of higher-ranking authorities;
- 24.1.8.** Repeated errors in execution, recorded as prescribed by §1º of Art. 67, Law N° Lei 8.666/93;
- 24.1.9.** Filing for bankruptcy or enactment of civil insolvency;
- 24.1.10.** Dissolution of the company or death of the contracted individual;
- 24.1.11.** Corporate change or modification of the CONTRACTED PARTY's purpose or structure, in a manner which compromises CONTRACT performance;
- 24.1.12.** Public interest reasons (Brazil), which are highly relevant and widely known, justified and ordered by a highest-ranking executive authority in the administrative branch with jurisdiction over the CONTRACTED PARTY, based on an administrative proceeding established in the CONTRACT;
- 24.1.13.** 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, it is also entitled to suspend the fulfillment of its obligations until normalcy is restored;
- 24.1.14.** 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


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be entitled to suspend the fulfillment of its obligations until normalcy is restored;

24.1.15. Failure by the CONTRACTING PARTY to make available the facilities or object for the performance of services within the established deadlines;

24.1.16. Unforeseeable or Force Majeure events, preventing Contract Execution, in which case proof is required; and

24.1.17. Non-compliance with line V, Art. 27 of Law Nº 8.666/ 93, without excluding applicable criminal sanctions.

24.2. The rescission shall be formally recorded in accordance with the law, ensuring the right to due legal process and ample defense.

24.3. The rescission of this CONTRACT may be:

24.3.1. Unilaterally decided (if justified) by the CONTRACTING PARTY in the events listed in items 24.1.1 through 24.1.12 e 24.1.16 of this Clause;

24.3.2. The rescission 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;

24.3.3. 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

24.3.4. Legally mandated in accordance with applicable legislation.

24.4. The CONTRACTED PARTY shall be compensated for the damages incurred, provided it is able to prove them, as a result of contract rescission, based on items 24.1.12, 24.1.13, 24.1.14, 24.1.15 and 24.1.16 in accordance with this Clause, being entitled to:

24.4.1. The release of its financial guarantee;

24.4.2. Payments owed for CONTRACT execution up until date of rescission; and

24.4.3. Payment owed for its demobilization.

24.5. Administrative or amicable rescissions must be preceded by a written authorization, with adequate justification by the competent authority.

24.6. Rescission 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 22 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.

24.7. The Contract Rescission Document must include:

24.7.1. Evaluation of contractual services rendered in full;


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- 24.7.2. List of completed and pending payments; and
- 24.7.3. Indemnifications and Fines

25. CLAUSE- CHOICE OF LAW

25.1. This CONTRACT shall be written and interpreted in accordance with the principles of Law n°8.666/93, and it shall be governed in accordance with the laws of the District of Columbia, to include the Uniform Commercial Code, as adopted in the District of Columbia, without taking into account any conflict of law or doctrine which may apply. The United National Convention for Contracts for the Sale of International Goods shall not apply to this CONTRACT.

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

25.3. Any controversy or complaint related to this Contract, including matters concerning its existence, validity or rescission must be addressed by the Superior Court of the District of Columbia or US District Court in the District of Columbia, which shall be the exclusive jurisdiction for the submission of complaints by the parties.

26. CLAUSE- NOTIFICATION AND CORRESPONDCE

26.1. 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, if 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.

PARTE CONTRATANTE:

THE FEDERAL GOVERNMENT THROUGH THE AERONAUTICAL LOGISTIC COMMAND - CELOG

Attn: 'Divisão de Obtenção' [Acquisition Department]

Avenida Dom Pedro I, nº 100 – 3º Andar – Cambuci, São Paulo-SP, Brazil


ZIP CODE: 01.552-000

Telephone: +55 (11) 3382-5253

Fax: +55 (11) 3382-5285

Email: protocolo.celog@fab.mil.br


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BACW's President of the Bidding Commission


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BACW's Chief of Internal Control



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CONTRACTED PARTY

CONTRACTED PARTY'S NAME

Attn: Mr./Ms. [Name of Legal Representative]

ADDRESS:

Telephone:

Fax

Email:

27. CLAUSE - CONFIDENTIALITY

27.1. All CONFIDENTIAL INFORMATION must be used exclusively for the purposes of the CONTRACT and negotiations between the CONTRACTED PARTY and the CONTRACTING PARTY, and the provisions set forth in the Basic Project Plan.

28. CLAUSE - SUSTAINABILITY

28.1. 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.

28.2. 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.

28.3. 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.



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BACW's Chief of Internal Control



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29. CLAUSE- NUMBER OF COPIES

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

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

29.1.2. (One) original for the CONTRACTED PARTY.

29.2. 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

São Paulo, [DAY] of [MONTH] of [YEAR].

For the CONTRACTING PARTY:

 MINUTA/DRAFT

Director of CELOG

For the CONTRACTED PARTY:

 NAME

CONTRACTING PARTY'S WITNESSES

 MINUTA/DRAFT

CELOG's Internal Control

 MINUTA/DRAFT

NAME

Contract Monitor

CONTRACTING PARTY'S WITNESSES

 NAME: ID N


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 BACW's Chief of Internal Control



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ATTACHMENT A

BASIC PROJECT PLAN



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



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BACW's Chief of Internal Control



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ATTACHMENT B

PRICE PROPOSAL



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BACW's Chief of Internal Control



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ATTACHMENT C

YEAR	MODULES (US\$)			TOTAL (US\$)
	1	2	3	
1 (1 to 12 month)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
2 (13 to 24 month)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
3 (25 to 36 month)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
TOTAL (US\$)	\$ 19.347.142,32	\$ 20.391.777,00	\$1.200.000,00	\$40.938.919,32


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BACW's President of the Bidding Commission


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BACW's Chief of Internal Control



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
AERONAUTICAL LOGISTICS CENTER
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON

CONTRACT
[NUM]/CABW-CELOG/2019
BID 191948/CABW/2019
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ATTACHMENT D

PORTUGUESE VERSION OF THE CONTRACT



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BACW's President of the Bidding Commission



NAZARENO CORREIA PEREGRINO Lt. Col.
BACW's Chief of Internal Control

ANEXO III
COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON

MINUTA



CONTRATO [NUM]/CABW-CELOG/2019

EDITAL DE LICITAÇÃO 191948/CABW/2019
PAG CABW 67102.191948/2019-14



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Presidente da Comissão de Licitações da CABW


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Agente de Controle Interno da CABW



PAG CABW **67102.191948/2019-14**
CONTRATO Nº **[NÚM]/CABW-**
CELOG/2019

SERVIÇO DE LOCAÇÃO, COM SUPORTE LOGÍSTICO, BASEADOS NA UTILIZAÇÃO MENSAL DE HORAS DE VOO (*POWER BY THE HOUR – PBH*), DE 1 (UMA) AERONAVE BOEING 767-300ER E SEUS EQUIPAMENTOS, GARANTINDO UMA DESPACHABILIDADE IGUAL OU SUPERIOR A 92% (NOVENTA E DOIS POR CENTO) ALÉM DE UMA DISPONIBILIDADE OPERACIONAL MÉDIA IGUAL OU SUPERIOR A 90% (NOVENTA POR CENTO), DEVIDAMENTE CONTABILIZADA NO SILOMS, ENTRE A UNIÃO FEDERAL, AQUI REPRESENTADA PELO CENTRO LOGÍSTICO DA AERONÁUTICA, E A EMPRESA [NOME DA CONTRATADA]

A União Federal, por meio da Centro Logístico da Aeronáutica, situado na Avenida Dom Pedro I, nº 100, 3º Andar, Cambuci, São Paulo-SP, Brasil, inscrito no CNPJ sob o nº 00.394.429/0116-50, na figura de seu Ordenador de Despesas, Brig do Ar LUIZ AMEDEO IOZZI DA SILVA, CPF nº 799.968.337-04, nomeado pelo Decreto de 25 de outubro de 2018, publicado no Diário Oficial da União Nº 207, de 26 de outubro de 2018, e em conformidade com o Boletim Interno do GAP-SP Nº 230, de 30 de novembro de 2018, 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 **67102.191948/2019-14**, e o resultado final da Licitação nº **191948/CABW/2019**, baseados nos princípios da Lei nº 8.666/93, Decreto nº 9.507/2018 e Instrução Normativa SEGES/MPDG nº 5, de 2017, e demais leis relacionadas, decidem firmar este CONTRATO e executar este instrumento, de acordo com os seguintes termos e condições:

1. DEFINIÇÕES

1.1. Com o objetivo de facilitar a compreensão das terminologias e de simplificar a composição do texto, as abreviações e expressões a seguir, bem como as constantes no subitem 1.3 do


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Presidente da Comissão de Licitações da CABW


NAZARENO CORREIA PEREGRINO Ten Cel Int
Agente de Controle Interno da CABW



Projeto Básico 02/DIRMAB/2019, serão adotadas com os seus respectivos significados listados ao lado de cada uma, declarados da seguinte forma:

- 1.1.1. ANAC- Agência Nacional de Aviação Civil, Autoridade Aeronáutica Brasileira.
- 1.1.2. BER – *Beyond Economic Repair*, isto é, reparo economicamente inviável.
- 1.1.3. CABW - Comissão Aeronáutica Brasileira em Washington – DC;
- 1.1.4. CELOG - Centro Logístico da Aeronáutica;
- 1.1.5. COMAER - Comando da Aeronáutica;
- 1.1.6. 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;
- 1.1.7. CONTRATADA - Empresa vencedora do certame depois de ocorrida a homologação e a adjudicação do objeto da licitação;
- 1.1.8. CONTRATANTE: União Federal-Comando da Aeronáutica, representado pelo Centro Logístico da Aeronáutica (CELOG), organização militar da Força Aérea Brasileira (FAB), subordinada ao Comando-Geral de Apoio (COMGAP).
- 1.1.9. 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.
- 1.1.10. CREA – Conselho Regional de Engenharia – Conselho responsável pela verificação e fiscalização do exercício e atividades da profissão de engenheiro;
- 1.1.11. DIRMAB - Diretoria de Material Aeronáutico e Bélico;
- 1.1.12. DOU - Diário Oficial da União;
- 1.1.13. EASA – European Aviation Safety Agency;
- 1.1.14. FAA – Federal Aviation Agency;
- 1.1.15. FAB - Força Aérea Brasileira;
- 1.1.16. 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;

1.1.17. 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;

1.1.18. 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.

1.1.19. ICA - Instrução do Comando da Aeronáutica;

1.1.20. INCOTERMS 2010 - Conjunto de regras internacionais para a interpretação dos termos de comércio mais comumente usados no Comércio Exterior, delimitando o início e o término das responsabilidades entre comprador e vendedor;

1.1.21. 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 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;

1.1.22. 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;

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


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1.1.24. 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;

1.1.25. 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.

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

1.1.27. 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;

1.1.28. 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. Serviços de locação, com suporte logístico, baseados na utilização mensal de horas de voo (*Power By The Hour – PBH*), de 1 (uma) aeronave BOEING 767-300ER e seus equipamentos, garantindo uma despachabilidade igual ou superior a 92% (noventa e dois por cento) além de


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uma disponibilidade operacional média igual ou superior a 90% (noventa por cento), devidamente contabilizada no SILOMS, conforme especificações técnicas e quantidades apresentadas no PROJETO BÁSICO nº 02/DIRMAB/2019.

2.2. Por razões operacionais e de execução contratual, o objeto desta licitação será dividido em módulos, conforme especificação dos serviços contida no item 4 do Projeto Básico.

2.2.1. MÓDULO 1: Locação.

2.2.1.1. Entrega da aeronave à contratante;

2.2.1.2. Operação da aeronave;

2.2.1.3. Devolução da aeronave à contratada; e

2.2.1.4. Requisitos da aeronave.

2.2.2. MÓDULO 2: Suporte Logístico Integrado .

2.2.2.1. Suporte de material;

2.2.2.2. Serviços de manutenção;

2.2.2.3. Controle e planejamento de manutenção;

2.2.2.4. Suporte de engenharia;

2.2.2.5. Serviços de suporte aos motores;

2.2.2.6. Fornecimento de equipamento de apoio à manutenção e ao solo;

2.2.2.7. Publicações e cartões de navegação; e

2.2.2.8. Representante técnico.

2.2.3. MÓDULO 3: Serviços Adicionais.

2.2.3.1. Atendimentos de engenharia;

2.2.3.2. Atendimentos de manutenção; e

2.2.3.3. Atendimentos diversos.

2.3. 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;

ANEXO C – CRONOGRAMA FÍSICO-FINANCEIRO; e

ANEXO D – CÓPIA DO CONTRATO EM PORTUGUÊS.

2.4. Os serviços previstos neste CONTRATO deverão ser fornecidos sob a forma de execução indireta, através de um sistema por **preço unitário**, devido às demandas dos diferentes módulos,



que podem ocorrer em diferentes momentos e valores, de acordo com o ANEXO A – PROJETO BÁSICO.

3. CLÁUSULA – EXECUÇÃO CONTRATUAL

3.1. O CONTRATO deverá ser realizado com base na execução indireta de **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.

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. As obrigações gerais previstas para o presente CONTRATO são aquelas previstas no item 13 do PROJETO BÁSICO.


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 – VALOR DO CONTRATO

8.1. 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.


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8.1.1. MÓDULO 1: O montante máximo é de **US\$ [VALOR] (VALOR)**.

8.1.2. MÓDULO 2: O montante máximo é de **US\$ [VALOR] (VALOR)**.

8.1.3. MÓDULO 3: O montante máximo é de **US\$ [VALOR] (VALOR)**.

8.2. No valor contratado estão incluídas todas as despesas resultantes da execução dos serviços, direta ou indiretamente, incluindo, mas não se limitando, a qual é descrita a seguir: todos os custos como as taxas e/ou impostos, em conformidade com PROJETO BÁSICO, contribuições sociais, despesas, seguros, compensação do trabalhador, seguro de responsabilidade civil, trabalhista, previdência social, fiscal, taxas de administração, equipamentos, materiais, e toda e qualquer outro custo ou taxas necessárias para a execução do objeto do CONTRATO.

9. CLÁUSULA – DOTAÇÃO ORÇAMENTÁRIA

9.1. As despesas decorrentes da contratação deverão ser custeadas de acordo com a seguinte classificação orçamentária: **Programa 2058** – Defesa Nacional; **Ação 2048** – Manutenção e Suprimento de Material Aeronáutico; ND 339030 (material) e ND 339039 (serviços); ou outra dotação aplicável ao projeto C-767.

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

10. CLÁUSULA – SUBCONTRATAÇÃO

10.1. Será admitida a subcontratação parcial do objeto, especificamente quanto aos Módulos 2 – Suporte Logístico Integrado e Módulo 3 – Serviços Adicionais, nos termos do item 6.3 do Projeto Básico, Anexo A.

10.2. O limite máximo aceito para a subcontratação, da execução do objeto especificado no item anterior 10.1 é de 50% (cinquenta por cento), calculando sobre a somatória dos valores totais do módulo 2 e módulo 3, nos termos do item 6 do Projeto Básico, Anexo A.

10.3. A subcontratação deve ser autorizada pelo Diretor do CELOG mediante parecer técnico da FISCALIZAÇÃO, juntamente com a especificação das atividades que serão subcontratadas e o período que terão de ser realizados;

10.4. As empresas subcontratadas deverão possuir as mesmas condições de habilitação da vencedora da licitação e todos os requisitos de qualificação técnica estabelecidas no PROJETO BÁSICO, Anexo A, conforme atividade a ser desempenhada.

10.5. A CONTRATADA será responsável legal e contratualmente perante a CONTRATANTE pelos serviços subcontratados. Toda comunicação e/ou esclarecimentos ocorrerão diretamente



entre CONTRATANTE e CONTRATADA. A comunicação e/ou esclarecimentos junto às subcontratadas será de inteira responsabilidade da CONTRATADA.

10.6. A CONTRATADA será responsável legal e contratualmente perante a CONTRATANTE pelos serviços subcontratados. A CONTRATADA responderá inteira e solidariamente pelas garantias, não somente dos serviços, mas, também, pela cobertura de seguros que lhe são imputados, em casos de sinistros ou avarias decorrentes dos serviços executados pela sua subcontratada.

10.7. A Subcontratação fica restrita aos serviços relativos aos módulos 2 (suporte logístico integrado) e módulo 3 (serviços adicionais) .

10.8. A prestação dos serviços de locação, conforme estabelecido pelo módulo 1 , não poderá ser subcontratada, devendo ser realizada integralmente pela própria CONTRATADA.

10.9. Em caso de necessidade de subcontratação, conforme art. 72 da Lei 8.666, de 1993, as seguintes recomendações devem ser seguidas:

10.9.1. A CONTRATADA arcará com os riscos e ônus decorrente da subcontratação, incluindo-se, mas não se restringindo, a garantia da qualidade do serviço prestado.

10.9.2. A CONTRATADA deverá fornecer à CONTRATANTE, por meio do Fiscal do Contrato, todas as informações exigidas deste sobre o serviço, bem como das subcontratadas.

10.9.3. A CONTRATADA não ficará isenta de suas responsabilidades ou obrigações contratuais quando, em função de qualquer tipo de ajuste com suas subcontratadas, não for possível o cumprimento de qualquer das obrigações previstas no contrato.

11. CLÁUSULA – PRAZOS

11.1. Prazo de Vigência

11.1.1. O prazo de vigência do Contrato deverá ser de 36 (**trinta e seis**) meses, a contar da data de sua assinatura, podendo ser prorrogação por 24 (vinte e quatro) meses, até o total de 60 (sessenta) meses, mediante Termo Aditivo devidamente documentado firmado pelas PARTES com antecedência de pelo menos 90 (noventa) dias para o término de tal prazo, conforme Orientação Normativa da AGU nº 38 de 13/11/2011.

11.2. Prazo de Execução

11.2.1. O contrato deverá ter prazo de execução de 34 (trinta e quatro) meses, a contar da data de entrega da aeronave, podendo ser prorrogado por períodos de 12 (doze) meses, até o total de 60 (sessenta), mediante Termo Aditivo devidamente documentado



firmado pelas PARTES com antecedência de pelo menos 90 (noventa) dias para o término de tal prazo.

11.2.2. O prazo para prestação dos diversos tipos de serviço previstos neste Contrato será definido de acordo com o Plano de Manutenção da Aeronave.

11.3. Prazo de Recebimento

11.3.1. Recebimento do Módulo 1 – Locação:

11.3.1.1. O recebimento da AERONAVE será de 60 dias após a assinatura do contrato, devendo a CONTRATADA informar para a CONTRATANTE a data da entrega da aeronave no ato de assinatura do contrato.

11.3.2. Recebimento dos Módulos 2 – Suporte Logístico Integrado e Módulo 3 Serviços Adicionais:

11.3.2.1. O recebimento provisório, a ser formalizado por meio da emissão de TERMO DE RECEBIMENTO PROVISÓRIO, se dará pela COMREC do CONTRATO, em até 15 (quinze) dias úteis, contados a partir da data de comunicação escrita da CONTRATADA e o objeto julgado parcialmente recebido pelo FISCAL.

11.3.2.2. Após o recebimento provisório, a CONTRATANTE iniciará o recebimento definitivo, em até 90 (noventa) dias úteis, contados da mesma data citada no subitem anterior e o objeto julgado conforme e recebido pela COMREC.

11.3.2.3. As não conformidades encontradas pela CONTRATANTE durante os recebimentos definitivos deverão ser notificadas à CONTRATADA dentro do prazo de recebimento definitivo, e corrigidas pela CONTRATADA em igual prazo, após a notificação. Caso seja constatada alguma DISCREPÂNCIA de natureza grave, este prazo poderá ser estendido, desde que devidamente justificado por escrito.

11.3.2.4. O recebimento definitivo será formalizado por meio do TERMO DE RECEBIMENTO DEFINITIVO, o qual será emitido até o final do prazo de 90 (dez) dias para realização da inspeção.

11.3.3. O prazo de recebimento obedecerá ao rito procedimental previsto na ICA 65-8 e na ICA 12-23.

11.4. Tempo de Processamento para Pagamento

11.4.1. O prazo de pagamento será de até **30 (trinta)** dias corridos, contados a partir da data da apresentação do TERMO DE RECEBIMENTO, e ocorrerá nos termos do itens


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7.5 e 7.5.1 do Projeto Básico, Anexo A.

11.4.2. O prazo de recebimento obedecerá ao rito procedimental previsto na ICA 65-8 e na ICA 12-23.

12. CLÁUSULA – GARANTIA FINANCEIRA

12.1. A apresentação de uma garantia financeira será exigida da CONTRATADA, no montante de **5% (cinco por cento)** do valor total do contrato, no prazo de 10 (dez) dias úteis após a assinatura do CONTRATO, a fim de que a ORDEM DE SERVIÇO possa ser assinada. A CONTRATADA fornecerá a garantia financeira, em dólares americanos (USD).

12.2. A garantia que não abranger todos os possíveis riscos e perdas associadas com a execução do Contrato não será aceita.

12.3. A Garantia Financeira deve ser válida durante todo o prazo do CONTRATO.

12.4. Se o montante da garantia for utilizado, no todo ou em parte, a CONTRATADA deve repor o respectivo montante no prazo de 5 (cinco) dias úteis, a partir da data em que for notificada.

12.5. Após a conclusão do CONTRATO, e após a confecção do último Termo de Recebimento Definitivo, quando o cumprimento regular de todas as obrigações da CONTRATADA for verificado, a garantia será liberada e devolvida.

12.6. Todos os custos associados à garantia financeira são por conta da CONTRATADA.

12.7. Se o contrato for aditivado, a garantia financeira deverá ser estendida para refletir a data de vencimento do CONTRATO.

13. CLÁUSULA – GARANTIA DA QUALIDADE


13.1. A garantia da qualidade seguirá conforme o que preconiza o item 9 do PROJETO BÁSICO, Anexo A.

14. CLÁUSULA - LOCAL DE EXECUÇÃO

14.1. O local de execução dos serviços seguirá o constante no item 8 do PROJETO BÁSICO, Anexo A.

15. CLÁUSULA – ALTERAÇÕES CONTRATUAIS

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


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

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

15.1.3. 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.

15.1.3.1.1. 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.

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


15.2.1. 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;

15.2.2. 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;

15.2.3. 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.

16. CLÁUSULA - ALTERAÇÃO SUBJETIVA

16.1. 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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17. CLÁUSULA - AJUSTE DE PREÇOS

17.1. Conforme Art. 65, da Lei 8666, de 1993, o contrato poderá ser alterado para restabelecer a relação que as partes pactuaram inicialmente entre os encargos do contratado e a retribuição da administração para a justa remuneração da obra, serviço ou fornecimento, 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.

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

17.3. 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.

17.4. 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.

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

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

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

17.5.3. 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;

17.5.4. O exame econômico da planilha mediante a conferência de cálculos aritméticos para


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obtenção do novo preço;

17.5.5. A elaboração da memória de cálculo correspondente;

17.5.6. A análise do novo preço re-equilibrado em relação aos preços de mercado;

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

17.6. 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.

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

17.8. O prazo referido no subitem 17.6 ficará suspenso enquanto a CONTRATADA não cumprir os atos ou apresentar a documentação solicitada pela contratante para a comprovação do desequilíbrio.

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

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

17.11. Caso a CONTRATADA não apresente outros índices devidamente justificados, o valor máximo do equilíbrio econômico-financeiro será o corresponderá à variação do CPI (*Customer Price Index, issued by the Bureau of Labor Statistics – BLS – Relativo ao Ministério do Trabalho Norte-Americano*).


18. CLÁUSULA – PAGAMENTO

18.1. 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, conforme rito processual asseverado na ICA 65-8.

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

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

18.2.2. 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


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pela CONTRATADA, sem quaisquer custos para a CONTRATANTE.

18.3. 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.

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

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

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

18.6. A sistemática do pagamento está discriminada no item 3.2.6 do Projeto Básico, Anexo A deste Contrato.

19. CLÁUSULA – FISCALIZAÇÃO

19.1. A FISCALIZAÇÃO deverá ser realizada por agentes da Administração, especificamente designada pela Administração, de acordo com os preceitos estabelecidos pela Lei nº8.666/ 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.

19.2. A FISCALIZAÇÃO deverá ser realizada conforme o que preconiza este contrato e o Projeto Básico, Anexo A.


20. CLÁUSULA – RECEBIMENTO DO OBJETO

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

20.1.1. 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 ao Diretor do CELOG.

21. CLÁUSULA – CASOS FORTUITOS E FORÇA MAIOR

21.1. Eventos imprevisíveis ou de força maior devem ser comunicados por escrito ao Diretor do CELOG, por meio da FISCALIZAÇÃO, de modo que ele possa decidir o curso de ação apropriado,


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desde que tenha sido comprovado que tais eventos afetem os serviços/materiais fornecidos em consonância com o objeto do presente CONTRATO.

21.2. 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.

22. CLÁUSULA – PENALIDADES E SANÇÕES ADMINISTRATIVAS

22.1. 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.

22.2. 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:

22.2.1. 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.

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

22.2.3. 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:

22.2.3.1. Por inexecução total ou parcial do objeto contratado:

22.2.3.1.1. 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

22.2.3.1.2. 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



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sanções de que trata o art. 87 da Lei nº 8.666/93.

22.3. 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.

22.4. O CELOG 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.

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

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

22.6. 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.

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

22.8. 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:

22.8.1. Por até 30 (trinta) dias:

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

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

22.8.2. Por até 3 (três) meses:

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

22.8.2.2. Na arguição da inexecuibilidade dos próprios preços ofertados;

22.8.2.3. Na interposição de recurso manifestamente protelatório.

22.8.3. Por até 6 (seis) meses:


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22.8.3.1. 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;

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

22.8.3.3. Na reincidência da prática de ilícito sancionável na forma das Alíneas 22.8.1 e 22.8.2 deste item, em prazo inferior a 24 (vinte e quatro) meses;

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

22.8.3.5. 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

22.8.3.6. 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;

22.8.4. Por até 12 (doze) meses:

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

22.8.4.2. 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

22.8.4.3. Na reincidência de prática de inadimplemento sancionável na forma da alínea “22.8.3”, em prazo inferior a 36 (trinta e seis) meses;

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

22.8.5.1. Na prática de ato ilícito, visando frustrar os objetivos da licitação, tais como: a formação de conluio ou de cartel;

22.8.5.2. Na apresentação de documentos “fraudulentos”, “adulterados”, “falsos” ou “falsificados”;

22.8.5.3. Na emissão de “declaração falsa”;

22.8.5.4. Na condenação definitiva pela prática dolosa de fraude fiscal no recolhimento de tributos relacionados ao contrato;

22.8.5.5. Na paralisação do serviço sem justo motivo e sem prévia comunicação à


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Administração;

22.8.5.6. Na entrega de material “falsificado” ou “adulterado”, utilizando-se de artimanhas para ludibriar a Administração;

22.8.5.7. Na inexecução contratual da qual resultem graves prejuízos à Administração; e

22.8.5.8. Na reincidência da prática de inadimplemento sancionável na forma da alínea “22.8.4”, em prazo inferior a 48 (quarenta e oito) meses.

22.9. Para efeito do disposto neste CONTRATO, 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.

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

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

22.12. 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:

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

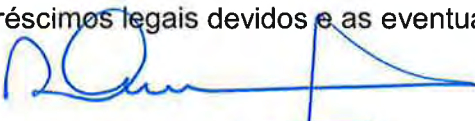
22.12.2. Tenha a empresa ou profissional praticado ato ilícito visando a frustrar os objetivos da licitação;


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

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

22.13. 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.

22.14. 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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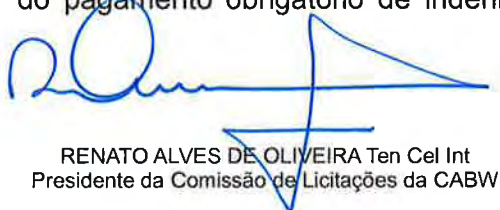
23. CLÁUSULA – VINCULAÇÃO

23.1. Este CONTRATO fica condicionado ao Edital nº 191948/CABW/2019, e à Proposta de Preço da CONTRATADA, apresentada pela empresa [NOME DA EMPRESA] para a CABW.

24. CLÁUSULA – RESCISÃO

24.1. 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:

- 24.1.1.** O não cumprimento de cláusulas contratuais, especificações, projetos e prazos;
- 24.1.2.** Cumprimento irregular de cláusulas contratuais, especificações, projetos e prazos;
- 24.1.3.** A lentidão do seu cumprimento, levando a CONTRATANTE a comprovar a impossibilidade da conclusão dos serviços nos prazos estipulados;
- 24.1.4.** Atraso injustificado no início dos serviços;
- 24.1.5.** A paralisação do serviço, sem justa causa e prévia comunicação à Administração;
- 24.1.6.** 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;
- 24.1.7.** O não atendimento das determinações regulares da autoridade designada para acompanhar e fiscalizar a sua execução, assim como as de seus superiores;
- 24.1.8.** O cometimento reiterado de faltas na sua execução, anotadas na forma do §1º do art. 67 da Lei 8.666/93;
- 24.1.9.** Decretação de falência ou a instauração de insolvência civil;
- 24.1.10.** Dissolução da sociedade ou o falecimento do contratado;
- 24.1.11.** Alteração social ou a modificação da finalidade ou da estrutura da CONTRATADA, que prejudique a execução do CONTRATO;
- 24.1.12.** 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;
- 24.1.13.** 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


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nestes casos de suspender o cumprimento de suas obrigações até que a normalidade seja alcançada;

24.1.14. 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;

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

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

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

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

24.3. A rescisão deste CONTRATO poderá ser:

24.3.1. Decidida unilateralmente e por escrito pela CONTRATANTE nos casos listados nos itens 24.1.1 a 24.1.12 e 24.1.16 desta cláusula;

24.3.2. 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;

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

24.3.4. Judicialmente, nos termos da legislação aplicável.

24.4. A CONTRATADA será restituída das perdas incorridas, desde que possa demonstrá-las, a respeito da rescisão do CONTRATO com base nos itens 24.1.12, 24.1.13, 24.1.14, 24.1.15 e 24.1.16 de acordo com esta cláusula, tendo o direito à:

24.4.1. Devolução da garantiafinanceira;

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

24.4.3. Pagamento do custo da desmobilização.

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


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24.6. 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 22 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.

24.7. O Termo de Rescisão deve incluir:

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

24.7.2. Lista de pagamentos efetuados e pagamentos devidos; e

24.7.3. Indenizações e multas.

25. CLÁUSULA – FORO

25.1. Este CONTRATO será elaborado e interpretado de acordo com os princípios da Lei nº 8.666/93, e será regido e executado de acordo com as leis do Distrito de Columbia, incluindo o *Uniform Commercial Code*, tal como adotado no Distrito de Columbia, sem levar em conta qualquer escolha de lei ou conflito de leis e doutrinas que possam ser aplicadas. A Convenção das Nações Unidas sobre Contratos para a Venda Internacional de Bens não terá aplicação a este CONTRATO.


25.2. 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 (Cláusula de Rescisão Contratual) deste CONTRATO.

25.3. Quaisquer controvérsias ou reclamações decorrentes ou relacionadas a este CONTRATO, como uma violação do mesmo, devem ser apresentadas ao Superior Tribunal do Distrito de Columbia ou do Tribunal Distrital dos Estados Unidos no Distrito de Columbia, jurisdição exclusiva para o envio dos reclames pelas partes.

26. CLÁUSULA – NOTIFICAÇÕES E CORRESPONDÊNCIAS

26.1. 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.


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PARTE CONTRATANTE:

A UNIÃO FEDERAL, POR MEIO DO CENTRO LOGÍSTICO DA AERONÁUTICA - CELOG

Attn: Divisão de Obtenção

Avenida Dom Pedro I, nº 100 – 3º Andar – Cambuci, São Paulo-SP, Brasil

CEP: 01.552-000

Fone: +55 (11) 3382-5253

Fax: +55 (11) 3382-5285

E-mail: protocolo.celog@fab.mil.br

PARTE CONTRATADA:

Nome da CONTRATADA

Attn: Sr. /Sra. Nome do Representante Legal

ENDEREÇO:

Fone:

Fax

E-mail:

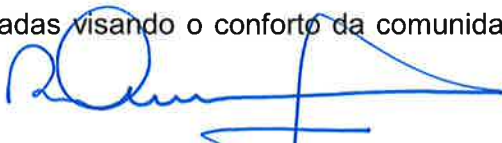
27. CLÁUSULA - CONFIDENCIALIDADE

27.1. As INFORMAÇÕES CONFIDENCIAIS deverão ser usadas exclusivamente para o contrato e negociações entre CONTRATADA E CONTRATANTE e os termos descritos no Projeto Básico, Anexo A.

28. CLÁUSULA - SUSTENTABILIDADE

28.1. 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.

28.2. 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 Habitadas visando o conforto da comunidade, da Associação Brasileira de Normas Técnicas -



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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

28.3. 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

29. CLÁUSULA – NÚMERO DE CÓPIAS

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

29.1.1. (Uma) original para a CONTRATANTE; e

29.1.2. (Uma) original para a CONTRATADA.

29.2. 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
 DIRETOR DO CELOG

Para a CONTRATADA:

 NAME

TESTEMUNHAS DA CONTRATANTE:

 MINUTA/DRAFT
 Agente de Controle Interno do celog

 MINUTA/DRAFT
 FISCAL DO CONTRATO

TESTEMUNHA DA CONTRATADA:


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 Presidente da Comissão de Licitações da CABW

 NOME:ID nº


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 Agente de Controle Interno da CABW



ANEXO A

PROJETO BÁSICO

(Conforme Fls. ____ - ____)

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ANEXO B

PROPOSTA DE PREÇO

(Conforme Fls. ____ - ____)



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ANEXO C

CRONOGRAMA FÍSICO-FINANCEIRO

ANO	MÓDULOS (US\$)			TOTAL (US\$)
	1	2	3	
1 (1° ao 12° mês)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
2 (13° ao 24° mês)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
3 (25° ao 36° mês)	\$ 6.449.047,44	\$ 6.797.259,00	\$ 400.000,00	\$13.646.306,44
TOTAL (US\$)	\$ 19.347.142,32	\$ 20.391.777,00	\$1.200.000,00	\$40.938.919,32



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ANEXO D

MINUTA DO CONTRATO EM PORTUGUÊS



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Presidente da Comissão de Licitações da CABW

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Agente de Controle Interno da CABW