

REPUBLISHING OF INVITATION FOR BID 67102.174013/CABW/2017  
PAG 67102.174013/2017-11



BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.



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No Imp Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission  
MARIO EMILIO FRAMIL CABIZUCA Maj

NAZARENO CORREIA PEREGRINO, Lt Col  
Chief of BACW Internal Control



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

**INVITATION FOR BID 67102.174013/CABW/2017  
 PAG 67102.174013/2017-11**

Approved on: November 8, 2018  
 No Imp LEONARDO GUEDES Col  
 BACW'S Chief  
 ALEXANDER SANTOPIETRO DE SOUSA Col

**Legal Support:** The Brazilian Federal Government, through the Brazilian Aeronautical Commission in Washington ("BACW"), lets it be known to all who may be interested, that on the date, time and place indicated below, BACW will carry out a bidding process on the basis of indirect execution, to be adjudicated based on the **LOWEST GLOBAL PRICE** in accordance with this Invitation For Bid and its Annexes. The bidding process will follow the principles of Law No 8.666/93 (Brazil), and its related legislation, in addition to the recommendations contained in the MCA 176-1, from Secretary of Economy and Finance (SEFA), and the Official Letter No 213/SUAUD/3368, dated September 20 2011, from SEFA, as well as other requirements set forth in this Bid announcement and its Annexes. In addition, proposals submitted to the BACW will be interpreted, evaluated and ranked in accordance with the principles contained in Articles 3 and 123 of Law No 8,666 of 06/21/1993, pertaining to legality, fairness, morality, equality and transparency.

Date of delivery and opening of envelopes:		November 15, 2018
Time:	9:00 a.m. (Eastern Standard Time)	

Address:	1701 22nd St N.W. Washington D.C 20008	
	Phone:	(202) 483-4031
	Fax:	(202) 483-4684
E-mail:	con@cabw.org	

Accreditation:	November 15, 2018
Time:	9:00 a.m. (Eastern Standard Time)

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NAZARENO CORREIA PEREGRINO, Lt Col  
 Chief of BACW Internal Control



## 1. DEFINITIONS

1.1. In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

- 1.1.1. COMAER – Brazilian Aeronautical Command;
- 1.1.2. COMREC - Goods and Services Receiving Commission;
- 1.1.3. CONTRACTED PARTY – the natural person or legal entity contracted to perform the services;
- 1.1.4. CONTRACTING PARTY- Brazilian Aeronautical Commission in Washington, DC (BACW);
- 1.1.5. CTLA - Brazilian Air Force's Transportation Center;

1.1.6. DEFINITIVE TERM OF RECEIPT – Document issued by the COMREC for ACCEPTING the installed equipment after the conclusion of the ACQUISITION PROCESS for the purpose of attesting that the material is in accordance with the Technical Specifications;

1.1.7. DPE – Deadline for Delivery;

1.1.8. DIRSA –Directorate of Health of the Aeronautics;

1.1.9. ICA – Aeronautical Command Directive;

1.1.10. MO - Military Organization;

1.1.11. MONITOR- the individual or commission representing the CONTRACTING PARTY before the CONTRACTED PARTY, appointed to systematically monitor the fulfillment of contractual terms and complementary orders issued by the Government, in all their aspects;

1.1.12. PAAI – Formal internal administrative procedure which consists of the registration of all acts to determine the administrative facts necessary to clarify and review judgments of the competent authority, allowing due process, which will culminate in the implementation or not of the administrative sanctions provided for in the Law (ICA 12-23/2017);

1.1.13. PAG – Administrative Management Process;

1.1.14. PROVISIONAL TERM OF RECEIPT – Document issued by the COMREC for receiving the delivered equipment for the purpose of later verifying that the material is in accordance with the Technical Specifications / BASIC PROJECT;

1.1.15. BASIC PROJECT- As per Brazilian Law 8.666, dated June 21, 1993, the set of necessary and sufficient elements, with the necessary degree of precision, to define the project, service or body of work, which will constitute the Bid Subject. It is drafted based on the suggestions drawn from preliminary technical studies, which ensure technical feasibility and adequate treatment of the project's environmental impact, as well as evaluating the project or service's costs, defining the methods and terms for its performance;

1.1.16. SERVICE ORDER: Document issued by DIRSA's Chief authorizing the beginning of the contract performance;

1.1.17. TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed.

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**2. OBJECT**

2.1. The object of this BASIC PROJECT is the Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements established in the Basic Project, Annex I of this INVITATION FOR BID.

2.2. The intended acquisition is planned to provide 01 (one) CSSD STERILIZATION SYSTEM, including all support for executive project development, lay out, installation, operational and technical team training, assurance and technical support during all process of physical structuring, installation, validation, according to the requisitions of the Directorate of Health of the Aeronautics - DIRSA, by means of the Basic Project, Annex I of this Invitation For Bid.

2.3. The estimates detailed in this INVITATION FOR BID do not imply any obligation by the CONTRACTING PARTY.

2.4. A detailed description of the services for the Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements, is provided in the BASIC PROJECT and its Annexes.

2.5. For all intents and purposes, this INVITATION FOR BID includes the following annexes:

- ANNEX I - BASIC PROJECT;
- ANNEX II - PRICE PROPOSAL MODEL;
- ANNEX III - CONTRACT DRAFT.

**3. PARTICIPATION REQUIREMENTS**

3.1. Interested companies, registered with BACW or not, that are specialists related to the object of this bidding may participate in this Bidding Process, pursuant to the provisions of the respective acts that established the bidding. BACW will select and invite at least 3 (three) companies to participate.

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

- 3.2.1. Bankruptcy, legal restructuring, or extrajudicial reorganization;
- 3.2.2. Dissolution or liquidated;
- 3.2.3. Suspended from participating in bidding processes or have a note of failure on the execution of a contracting in your registration in BACW in the last 3 (three) months;
- 3.2.4. Barred from participating in bidding processes and entering into a Contract agreement with the Brazilian Federal Government;
- 3.2.5. Barred from entering into an agreement with the Public Administration (Brazil), by virtue of sanction arising from an environmental violation, pursuant to the provisions of Article 72, § 8, item V, of Law n° 9.605/98 (Brazil);
- 3.2.6. That are declared not to be in good standing to enter into an agreement with the Public Administration (Brazil);
- 3.2.7. That are part of a consortium or joint venture that is separately participating in the bidding, or control or are controlled by another entity participating in the bidding process.

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President of BACW's Bidding Commission

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**4. ACCREDITATION**

4.1. 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 his/her photo ID card, or other identification document, along with the document granting him/her powers to express opinions during the bidding procedures (such documents shall be made available outside of the Envelopes containing the Qualification Documents and Commercial proposals).

4.1.1. 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.

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

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

4.2.2. A power of attorney document 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.

4.3. A registered representative may only represent one bidder.

**5. ENVELOPES WITH QUALIFICATION DOCUMENTS AND PRICE PROPOSAL**

5.1. Each bidding participant shall present two envelopes, one containing qualification documents and the other the price proposal.

5.2. The sets of documents pertaining to qualification documents and price proposal shall be delivered separately, inside sealed envelopes, with an initial on the flap and identified with the name of the bidder.

5.3. Bidders are strongly urged to use the following identification label format in order to identify their bids.

**ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 174013/CABW/2017  
[NAME OF THE COMPANY]

**ENVELOPE Nº 02 – PRICE PROPOSAL**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON  
INVITATION FOR BID Nº 174013/CABW/2017  
[NAME OF THE COMPANY]

5.4. The ENVELOPE Nº 01 – QUALIFICATION DOCUMENTS, and the ENVELOPE Nº 02 – PRICE PROPOSAL must be inserted in an oversized envelope, sealed and addressed to

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NAZARENNO GORREIA FERREIRO, Lt Col  
Chief of BACW Internal Control



**the BIDDING COMMISSION.** The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening must be shown in the envelope in accordance with the following model:

**C/O BIDDING COMMISSION – BID # 174013/CABW/2017**  
**BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON**  
1701 22nd Street N.W, Washington, DC 20008  
**SESSION ON November 15, 2018 at 9:00 a.m. (EST)**  
NAME OF THE COMPANY

**5.4.1.** The envelope may be forwarded by Postal Service or other similar delivery services, with tracking capabilities, and proof of delivery receipt. The envelope must be delivered at least by the opening of the public session at **09:00 a.m.** (Eastern Standard Time) of **November 15, 2018.**

**5.4.1.1.** Bidders are strongly advised to inform the tracking number of their envelopes to the BIDDING COMMISSION by means of the e-mail [con@cabw.org](mailto:con@cabw.org) prior to the date and time of the opening of the public session.

**5.4.1.2.** Envelopes delayed to be delivered to the BIDDING COMMISSION due to carrier issues or improper envelope identification shall not be considered.

**5.4.1.3.** BACW shall not be responsible for mistakes due to envelopes improper identification.

**5.4.1.4.** When sending envelope by Postal Service, the bidder must include the bid number on the outside envelope, so the package can be identified when arrived at BACW. (E.g. some carriers permit the inclusion of the Bidding Number in the REFERENCE field.)

**5.4.2.** Envelopes may also be presented in person to the Bidding Commission in the public session.

## 6. QUALIFICATIONS (ENVELOPE # 01)

**6.1.** Companies must deliver the following documents in its qualification envelope.

### 6.2. Legal Qualification:

**6.2.1.** Present evidence of the Company's **Federal Tax Identification Number/EIN;**

**6.2.2.** Present the **Basic Business License** or other evidence of authorization to operate in the relevant jurisdiction, in the relevant field and issued by relevant Government Agency;

**6.2.3.** Present the following documents of the Company: **Certificate of Incorporation, or Certificate of Formation, or Articles of Incorporation, or Articles of Organization,** or other similar organizational document.

**6.2.4.** Present a valid **Certificate of Liability Insurance** of the Company (proof of insurance); and

**6.2.5.** Present **Declaration** from its Chief of Financial Officer (CFO) or equivalent company's official stating that the BIDDER has adequate financial resources to

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perform the contract, or the ability to obtain them within thirty (30) days of being named the winning bidder.

**6.3. Technical Qualification:**

**6.3.1.** Companies interested in participating in the bidding process must submit proof of being a center authorized by the manufacturer to provide the Products that are object of this INVITATION FOR BID; and  
**6.3.2. BIDDERS** would have to prove, for qualification purposes during the bidding process, having all technical specifications such as: registration of the product at ANVISA, proof of commercial representation and nationalized technique, guarantee of total coverage of at least 5 (five) years (spare parts, service), as well as those qualifications requested in Basic Project, Annex I of this Invitation For Bid.  
**6.4.** All licenses, required authorizations and certificates must conform to Brazilian standards as recommended by ANVISA should be included in the Qualification Phase.  
**6.5.** The equipment to be offered must be classified as Health Related products registered as Medical Equipment at the Brazilian Health Surveillance Agency (ANVISA).  
**6.6.** The bidder must be authorized by the manufacturer to supply the equipment offered in the bidding process.  
**6.7.** The required certificates and/or statements shall be valid in cases where there is expiration dates.  
**6.8.** No delivery slip or official request for documents will be accepted in lieu of the documents required in this Invitation for Bid and its Annexes.  
**6.9.** The qualification documents might be forwarded to DIRSA for the purposes of analysis and conclusive technical opinion at BACW's discretion.

**7. PRICE PROPOSAL (ENVELOPE # 02)**

**7.1.** The proposal, which should be typed and written in English, presented in US\$ dollars, must be clear and have no amendments or erasures, duly dated and signed, with all pages initiated by the bidder's representative, according to the model in ANNEX II.  
**7.2.** When presenting the GLOBAL PRICE, the bidder must indicate the firm and fixed price (FFP) of shipment, installation, training, warranty and technical support of all acquisition process, as per the table below:

ITEM	QTD	ITEM DESCRIPTION	UNIT PRICES IN US\$	TOTAL PRICE US\$
1	2	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS		
2	1	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS		
3	1	ULTRASONIC CLEANING SYSTEM		
4	3	SINGLE-CHAMBER WASHER/DISINFECTOR		
5	2	PASS-THROUGH WINDOW		
6	1	AUTOMATIC RESPIRATORY MATERIAL AND HOSPITAL UTENSIL DRYER		
7	4	PREP TABLE		

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		GLOBAL PRICE	\$
8	2	HIGH-TEMPERATURE STERILIZER	
9	1	VAPORIZED HYDROGEN PEROXIDE LOW-TEMPERATURE STERILIZER	
10	21	CHROME WIRE SHELVING	
11	1	MANAGEMENT AND TRACEABILITY SYSTEM	
12	3	ROTARY SEALER FOR SURGICAL-GRADE AND HDPE MEDICAL AND INDUSTRIAL PACKAGING (TYVEK®)	

**7.3. The PRICE PROPOSAL** must be typed in English and the prices stated in US dollars.  
**7.4. The price** to be contracted with the WINNER BIDDER must be firm and fixed (FFP).  
**7.5. The winning bid** shall be the offer with the LOWEST GLOBAL PRICE.  
**7.6. In preparing** their price proposals, bidders must be aware of the following guidelines:

**7.6.1. The service** quoted shall include all costs arising from the performance of the service, whether direct or indirect, including but not being limited to, what is described below: all inputs such as fees and/or taxes, social contributions, expenses, insurance, worker's compensation, liability insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of this INVITATION FOR BID.

**7.6.2. All data** provided by the bidder shall fully reflect all costs and the profit margin intended.  
**7.6.3. Cost** identified as funding or other non-specific terms shall not be accepted in the price proposal.

**7.6.4. Tax rates** quoted by the bidder shall not exceed the limits established under applicable tax legislation.  
**7.6.5. The validity** of the proposal shall not be less than **60 (sixty) days**, starting from the date on which proposals are opened.

**7.6.6. Price** Proposals must be stated in United States Dollars.

**7.7. Under no** circumstances shall the content of the submitted proposals be changed, neither with regard to price nor any other terms or conditions that imply any alteration to the original proposal. Exceptions are allowed only when these are formal changes intended to resolve immaterial errors or mistakes, without any alteration to the substantive content of the proposal or the aforementioned terms and conditions, and provided they will not cause any adverse impact to the other bidders.

**7.8. Errors** in filling out the proposal should not warrant disqualification of the proposal when it is possible to make adjustments without the need to increase the prices offered, and provided it is demonstrated that the amount will be sufficient to cover all costs of the Contract.

**7.8.1. In case** errors are noticed, the Bidding Commission will perform a diligence in order to assure that the adjustments to be made do not constitute need to increase the offered prices and/or the offered price covers the cost of the Contract.  
**7.8.2. Any** correction in proposals shall be duly recorded in the open session's meeting minutes.

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7.9. The changes addressed under this item shall be submitted to the Bidding Commission for review.  
7.10. The Bidding Commission may perform the correction of any of the above-described errors, or it can request the Bidder to submit the corrected proposal. No complaints with regard to the proposals will be admitted after they are duly recorded in the minutes.  
7.11. After qualification, it is not possible to withdraw a proposal, unless for cause due to a supervening fact as accepted by the Commission.  
7.12. The award will be made to the lowest responsive bid after qualification phase and price proposal acceptance.

**8. ESTIMATED BUDGET**

8.1. Considering the past amounts paid by the Brazilian Air Force regarding similar services that are object of this INVITATION FOR BID, the services are estimated to be a maximum of **US\$ 1,949,386.80** in accordance with the following:  
8.1.1. The estimated amount for the Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements established in the Technical Specification, Annex I of the BASIC PROJECT, is **US\$ 1,949,386.80, as per the items below:**

ITEM	QTD	ITEM DESCRIPTION	UNIT ESTIMATED PRICE IN US\$	ESTIMATED PRICE US\$
1	2	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS	\$ 21,528.70	\$ 43,057.40
2	1	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS	\$ 27,737.40	\$ 27,737.40
3	1	ULTRASONIC CLEANING SYSTEM	\$ 75,870.00	\$ 75,870.00
4	3	SINGLE-CHAMBER WASHER/DISINFECTOR	\$ 125,400.00	\$ 376,200.00
5	2	PASS-THROUGH WINDOW	\$ 5,100.00	\$ 10,200.00
6	1	AUTOMATIC RESPIRATORY MATERIAL AND HOSPITAL UTENSIL DRYER	\$ 74,100.00	\$ 74,100.00
7	4	PREP TABLE	\$ 15,000.00	\$ 60,000.00
8	2	HIGH-TEMPERATURE STERILIZER	\$ 386,130.00	\$ 772,260.00
9	1	VAPORIZED HYDROGEN PEROXIDE LOW-TEMPERATURE STERILIZER	\$ 215,050.00	\$ 215,050.00
10	21	CHROME WIRE SHELVING	\$ 800.00	\$ 16,800.00
11	1	MANAGEMENT AND TRACEABILITY SYSTEM	\$ 240,000.00	\$ 240,000.00
12	3	ROTARY SEALER FOR SURGICAL-GRADE AND HDPE MEDICAL AND INDUSTRIAL PACKAGING (TYVEK®)	\$ 12,704.00	\$ 38,112.00
<b>GLOBAL ESTIMATED PRICE</b>			<b>\$ 1,949,386.80</b>	<b>\$ 1,949,386.80</b>

8.2. The estimates included in the BASIC PROJECT do not imply any obligation by the CONTRACTING PARTY. General costs related to the services, including taxes, shipment,

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technical assistance, material storage, insurance and any other eventual costs that could arise during the performance of the CONTRACT are the CONTRACTED PARTY'S responsibility.

## 9. PROCEDURE FOR OPENING ENVELOPES

9.1. On the date, time and place indicated in this INVITATION FOR BID, in a public act, before the bidders present, the Permanent Bidding Commission will receive the oversized sealed envelopes (referenced in item 5.4) containing **Envelopes n° 01 and n° 02**, and will proceed to initiate the bidding process.

9.1.1. These public acts may be attended by any person, but only the bidders and their registered representatives will be allowed to engage the Bidding Commission in conversation.

9.2. Once the deadline for delivering the documents has passed, no other documents will be received, nor will there be accepted any addendum or clarifications regarding the documentation or price proposal submitted.

9.3. After the bidders are identified, the Bidding Commission will proceed to opening Envelopes n° 01 – Qualification Documents.

9.3.1. The content of the envelopes shall be initiated by the members of the Bidding Commission and the representatives of all of the bidders present.

9.4. The qualification of the bidders will be verified, in accordance with this invitation for Bid.

9.4.1. Should the Bidding Commission deem necessary, it could adjourn the public session, so as to analyze the documents presented by the bidders, setting, at that time, a new date and time when a new public meeting will take place, informing all bidders.

9.4.1.1. Considering the above hypothesis, all the qualification documents already initiated, and the Envelopes n° 2 – Price Proposals – initiated on the outside by the present bidders and the Bidding Commission members, will be kept by the Bidding Commission, until the qualification phase is concluded.

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

9.6. Disqualified bidders will have the Envelope n° 2 returned unopened after the legal period has transpired, without appeal or its withdrawal, or an adverse decision on its appeal.

9.7. After the analysis of the QUALIFICATION DOCUMENTS, it will be granted the deadline of 2 (two) business days, for the bidders to present any appeals. After that, a date for new meeting for opening the PRICE PROPOSAL will be announced.

9.7.1. The opening of PRICE PROPOSAL may occur at the same meeting in the following cases:

9.7.1.1. All bidders are declared QUALIFIED by the BIDDING COMMISSION, and the present bidders waive their right to appeal.

9.7.1.2. All the bidders are present and waive their right to appeal.

9.7.1.3. If the Bidding Commission consults the bidders that are not present at the meeting and they waive their right to appeal together with all bidders present.

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9.8. In the event that one of the bidders does not withdraw the right to appeal the qualification phase, Envelopes n° 2 – Price Proposals – will be initiated by the bidders, and kept in a safe until a date is set for their opening.

9.9. After the qualification phase is finished and all the proposals have been opened, bidders cannot be disqualified by any reason related to the qualification process, with the exception of any supervening facts, or facts only known after the judging of the proposals.

9.10. The price proposals from the qualified bidders will be judged according to the requirements set forth in this INVITATION FOR BID.

9.11. If all the participants are disqualified for reason of their QUALIFICATION DOCUMENTS or otherwise, the Bidding Commission may establish a term of 3 (three) business days for new documentation or proposals to be submitted.

9.12. During all public acts, detailed minutes will be prepared and signed by the members of the Commission and the bidders' legal representatives in attendance.

### 10. REVIEWING QUALIFICATION DOCUMENTS

10.1. Participants will be disqualified if:

10.1.1. They submit documents required in this INVITATION FOR BID that are expired and/or not duly updated and/or not responsive to the requirements set forth in the Invitation for Bid.

10.1.2. They include the price proposal inside Envelope n° 01.

10.2. Bidders will be notified of their qualification or otherwise through publication. In the event that bidder representative attends the public meeting in which the decision was made, it will be communicated directly to the bidder representative and recorded in the minutes.

### 11. REVIEWING THE PRICE PROPOSAL

11.1. The criterion for reviewing the proposal will be the **LOWEST GLOBAL PRICE**.

11.2. It will be **DISQUALIFIED** the proposal which:

11.2.1. Does not comply with Item 7. (Price Proposal) of this INVITATION FOR BID;

11.2.2. Is flawed or illegible, it is not specific or is presented with irregularities and flaws that hinders its review;

11.2.3. It is not in compliance with any requirement set forth in this INVITATION FOR BID or the Basic Project;

11.2.4. It includes advantages that are not provided for in the INVITATION FOR BID, including subsidized financing, lack of any required due dates, or prices or advantages that are based on offers presented by another bidder;

11.2.5. It presents prices that are unrealistic in the sense that their viability, and that 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;

11.2.5.1. Under these circumstances, the bidder will have **2 (two) business days** to demonstrate the feasibility of the prices included in its proposal, in accordance with Article 48, item II, of Law n° 8,666/93 (Brazil), under the penalty of being disqualified.



11.3. 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, in accordance with §3 of Article 43, Law n° 8,666/93 (Brazil).

11.4. 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.

11.4.1. Should there be a tie among the proposals, a draw will be conducted. The names of the bidders that are tied will be placed in a sealed box, from which they will be drawn and classified on the basis of the order in which they were drawn.

11.4.2. After thirty minutes, the draw will be conducted, regardless of whether the companies or their representatives are in attendance.

11.5. Bidders will be notified of the results of bidding through either publication in a U.S. newspaper of national circulation, BACW's website, or other means, at sole discretion of BACW.

11.5.1. In the event that bidder representative attends the public meeting in which the decision was made, it will be communicated directly to the representative and recorded in the meeting minutes.

## 12. HOMOLOGATION AND ADJUDICATION

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

12.2. The adjudication will be done based on the **LOWEST GLOBAL PRICE**.

## 13. CONTRACT

13.1. 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 to the CABW under applicable law.

13.1.1. The term provided for in the previous sub-item may be renewed for an additional five business days if requested by the CONTRACTED PARTY with good reason and accepted by the Administration (CABW) in its sole discretion.

13.2. The Administration (CABW) shall have the option to contact the remaining participants if the winning bidder does not sign the CONTRACT under the terms and conditions established, in accordance with the order of classification. It may do so under the same terms and conditions proposed by the winning bidder, including with regard to updated prices, pursuant to the INVITATION FOR BID.

13.3. The BACW may also revoke the bidding process without penalty, notwithstanding anything else provided for in this INVITATION FOR BID.

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

13.5. 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.

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**13.6.** The CONTRACTED PARTY shall be responsible for any and all expenses arising from the Contract.

#### **14. SUBCONTRACTING**

**14.1.** In case there is sub-contracting, it shall abide by the following guidelines:

**14.1.1.** Sub-contracting may be authorized by the BACW's Chief, in his sole and absolute discretion, through the CONTRACT MONITOR.

**14.1.2.** Sub-contractor shall prove having the technical qualification to perform the services, even though, the responsibility for the quality of such services remains with the CONTRACTED PARTY.

**14.1.3.** In the event of sub-contracting, the CONTRACTED PARTY shall still bear full responsibility for full performance of the Contract, being responsible for supervising and coordinating the activities of the sub-contractor, as well as responding before the BACW for strict compliance with the Contract agreements related to the object that was subcontracted.

**14.1.4.** Subcontracting may be allowed for a limit not to exceed 40% (forty percent) of the global cost presented by the CONTRACTED PARTY.

#### **15. TERMS**

##### **15.1. Term of Validity**

**15.1.1.** The contract shall be valid for **12 (twelve) months**, starting on the date on which its abstract is published in the Official Gazette ('D.O.U. '); after it has been signed by both parties, and may be extended, if the Administration is interested in doing so, through an Amendment, as per 1<sup>st</sup> Paragraph of Art. 57 of Law n° 8.666/1993.

##### **15.2. Start of the contract performance**

**15.2.1.** The start of the performance of the contract shall begin after CONTRACTED PARTY receives a SERVICE ORDER signed by BACW's Chief, and shall be concluded within **240 (two hundred forty)** in accordance with item 8 of the Basic Project.

**15.2.1.1.** Exceptionally, the CONTRACTED PARTY may request an extension of 30 days for the contract performance by formal request to the BACW's Chief through the contract MONITOR.

**15.2.1.2.** In the mentioned request, the CONTRACTED PARTY must present a compelling rational for the extension.

**15.2.1.3.** Failing to commence work as required by the Contract, proving poor workmanship or improperly allocating labor and materials, lacking the proper equipment needed to perform the work, failing to make progress with the project, failing to coordinate work, or failing to perform work on time shall not be used as rational for performance extension.

##### **15.3. Extending the Contract**

**15.3.1.** The CONTRACTED PARTY does not have the right to unilaterally extend the Contract. The Contract may only be extended by agreement between the parties and the execution of an Amendment as per Art. 57 of Law n° 8.666/93.

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**15.4. Payment Due Date**

**15.4.1.** The deadline for payment shall be within 30 (thirty) calendar days from the date the term of receipt is issued by the Receipt Commission (COMREC).

**16. FINANCIAL GUARANTEE**

**16.1.** The provision of a Contract Guarantee shall be required from the CONTRACTED PARTY, in the amount of 1% (one percent) of the total maximum amount of the CONTRACT, within 10 (ten) business days from the signature of the CONTRACT, in order that the Service Order may be signed, and consequently, the execution of the CONTRACT can begin. The CONTRACTED PARTY can provide the Contract Guarantee in the following modalities in the discretion of the CONTRACTING PARTY:

- 16.1.1.** Security Deposit in the form of monies or bonds;
- 16.1.2.** Bank guarantee.

**16.1.2.1.** A guarantee that does not cover all the possible risks and losses associated with the performance of the Contract shall not be accepted.

**16.2.** The Financial Guarantee must be valid throughout the term of the Contract.

**16.3.** If the amount of the guarantee is used, in whole or in part, by the CONTRACTING PARTY, as compensation for any losses caused by the CONTRACTED PARTY's conduct during the performance of the Contract, the CONTRACTED PARTY shall proceed to replenish that respective amount within five (5) business days, from the date it is notified.

**16.4.** After the completion of the Contract, when regular compliance of all obligations of the CONTRACTED PARTY is verified, the guaranty provided by the CONTRACTED PARTY shall be released and returned.

**17. TECHNICAL WARRANTY**

**17.1.** A detailed description of the Warranty of Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements established in the Technical Specifications, Annex I, is provided in the item 12 of the Basic Project.

**18. TECHNICAL SUPPORT**

**18.1.** The CONTRACTED PARTY shall supply technical support on a case-by-case basis in accordance with the BASIC PROJECT and relevant Technical Annexes.

**18.2.** The bidder is required to have the ability to perform the Technical Support at the place where the equipment will be installed with the response time of 24 hours (working / non-working days) from the request for technical support.

**18.3.** All expenses related to the technical support are the CONTRACTED PARTY responsibility. Therefore, the costs for technical support must be included in the price proposal.

**19. CHANGES TO THE CONTRACT**

**19.1.** Pursuant to Article 65, § 1, of Law nº 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or

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subtraction the amount of the demand for the services, that may be necessary, at the discretion of BACW, up to the limit of 25% (twenty-five percent) of the original total amount of the Contract. 19.1.1. Since the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, reductions in the amount that exceeds the limit of 25% (twenty-five percent) of the Contract may occur during the performance of the CONTRACT at CONTRACTING PARTY'S sole discretion. 19.1.2. The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, the Contract, on a case by case basis, without any sort of compensation up to the limits established above.

## 20. PRICE ADJUSTMENT CRITERIA AND DURATION

20.1. The price to be contracted with the WINNER BIDDER must be that proposed for the BID and shall be firm and fixed (FFP). 20.2. The duration of the performance of the contract should have the maximum estimated time for completion of the PROCESS of PURCHASE presented by the company in the price proposal, which must include the estimated maximum time for delivery in 90 days, installation in 60 days and training in 90 days.

## 21. ACQUISITION PROCESS

21.1. The acquisition process includes: 21.1.1. Installation for the equipment will be in the place designed in the HFAG according to the requisition. 21.1.2. The conformity of the equipment to the installation, operability and performance of each equipment. 21.1.3. Equipment operation training.

21.1.3.1. The equipment is considered ACCEPTED after the conclusion of the Acquisition Process by means of the issuance of THE FINAL TERM OF RECEIPT by the COMREC. 21.1.3.2. The ACCEPTANCE will take place after delivery of all documents related to the equipment (technical and operational manual in Portuguese, warranty term, invoice, warranty registration and ANVISA registration), delivery of the maintenance plan containing the periodic interventions as determined by the manufacturer during the period of guarantee established of 12 months. 21.1.3.3. The ACCEPTANCE includes the cataloging process in accordance with item 6 of the BASIC PROJECT.

## 22. PAYMENT

22.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receiving Commission. The full payment will happens as follows: 22.1.1. 80% at delivery at HFAG – Hospital de Força Aérea do Galeão by means of PROVISIONAL TERM OF RECEIPT issued by the COMREC; e

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**22.1.2.20%** at the conclusion of installation and training as specified in the TECHNICAL SPECIFICATION, Annex I of the BASIC PROJECT, by means of the DEFINITIVE TERM OF RECEIPT (ACCEPTANCE) issued by the COMREC.  
**22.2.** The issuance of invoices may be performed in part, as the service is being concluded by the Contracted Party.

**23. MONITORING**

**23.1.** The MONITOR must be an agent or agents of the Administration, specifically appointed by the Administration, in accordance with the precepts established by Law No 8.666/1993 (Brazil), ICA n° 65-8/2009 (Attributions of MONITOR and Receiving Commission), and of ICA n° 12-23/2017 (Inspection and Receiving Goods, Services and Administrative Sanctions Application), so as to monitor and inspect the fulfillment of the contract to be executed.  
**23.2.** Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources.  
**23.3.** Verification of adequate contractual fulfillment must be performed based on the criteria established in the Basic Project and in accordance with contractual terms.  
**23.4.** Contractual performance must be monitored and inspected through oversight instruments including monitoring of the fulfillment of the obligations arising from the Contract.  
**23.5.** The MONITOR shall note in his records all events related to the performance of the Contract.

**23.6.** The monitoring of contractual performance carried out by the CONTRACTING PARTY does not eliminate the CONTRACTED PARTY'S responsibility, also before third parties, due to any irregularity, even if arising from technical imperfections, flaws or inadequate use of equipment, and when these incidents occur, they do not imply shared responsibility by the CONTRACTING PARTY, its representatives or employees.  
**23.7.** For the purposes of this INVITATION FOR BID, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law n° 8.666/93 (Brazil).

**23.8.** The MONITOR should, additionally, abide by the following processes:  
**23.8.1.** Observe and perform, when applicable, all procedures established in ICA 65-8/2009 and ICA 12-23/2017;

**23.8.2.** Monitor the development of all services requests issued to the CONTRACTED PARTY;

**23.8.3.** Submit for evaluation by the EXPENSE SUPERVISOR all proposals, questioning, discrepancies and difficulties encountered during contractual performance or those requiring approval and/or decision;

**23.8.4.** Receive INVOICES, compare them with the amounts established in the Contract, certify them and forward them to the EXPENSE SUPERVISOR for approval;

**23.8.5.** All INVOICES must be service invoices, detailing- at the very least- unit and total amounts for each cost, duty amounts charged, PROCESSING costs and

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discounts offered. All supporting documentation must be attached to the INVOICE for validation by COMREC;  
23.8.6. If there are other inputs which may influence cost, these must be detailed;  
23.8.7. Issue, until the fifth day of the following month, a Contract Status Report, in accordance with 65-8/2009 and ICA 12-23/2017 for the Administration.

**24. RECEIPT OF THE OBJECT**

24.1. The services that are the object of the CONTRACT shall be received by the Receiving Commission (COMREC) in accordance with the specifications set forth in the PROJETO BASICO, Annex I of this INVITATION FOR BID.  
24.2. It is the responsibility of the RECEIVING COMMISSION (COMREC) to:

- 24.2.1. Issue the Term of Acceptance;
- 24.2.2. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the Basic Project;
- 24.2.3. Receive services or reject them, according to the specifications set forth in the BASIC PROJECT, in up to 10 (ten) calendar days;
- 24.2.4. Once approved, the invoices are sent to BACW's Contract Department; and
- 24.2.5. All proposals, questions, discrepancies and difficulties encountered during the execution of the Contract, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

**25. CME'S TRANSPORTATION**

25.1. All transportation and insurance expenses incurred in the shipment of faulty equipment/deliveries and all transportation and insurance expenses incurred, shall be the CONTRACTED PARTY'S responsibility;  
25.2. The equipment should be shipped to: Brazilian Aeronautical Commission - BACW, Address 4601 beech Road, Temple Hills, MD, 20748.  
25.3. If the material is located in Europe, it should be shipped to one of our warehouses in Europe. The CONTRACTED PARTY must follow all requirements and documents listed at Chapter XII of our Terms and Conditions, available at <https://www.cabw.org/cabw/site/Terms And Conditions.pdf>  
25.4. It is important that the materials obey a maximum DPE of delivery of 90 days from the receipt of the relevant Purchase Order.

**26. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY**

26.1. The obligations of the CONTRACTING PARTY and CONTRACTED PARTY are established in the Basic Project, Contract Draft, and other obligations provided for in this INVITATION FOR BID.

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**27. INSTALLATION OF THE EQUIPMENTS**

27.1. All details and obligations about the installation of the CSSD STERILIZATION SYSTEM are provided in the BASIC PROJECT and its Annexes.

**28. TERMINATION OF THE CONTRACT**

28.1. The causes for termination of the Contract, as well as appropriate steps in that case, are provided for in the Contract.

**29. BUDGETARY APPROPRIATION**

29.1. All costs resulting from the BASIC PROJECT/HFAG/2017 shall be supported according to the following budget classification: 449052 – EQUIPMENT AND PERMANENT MATERIAL, sub-item 08, received by the BACV, from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

**30. VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

30.1. For the application of administrative sanctions it should be considered the following: the seriousness of the offense; recidivism; damage to the public interest; and the injury to the Administration.

30.2. Failure to comply with the Contract in whole or in part or any breach of the obligations contained in the Contract and in this bidding document will subject the CONTRACTED PARTY, without prejudice to other civil and criminal penalties and to any and all damages and remedies available to CONTRACTING PARTY under the Contract or applicable law, ensuring due process, to the following penalties:

30.2.1. Warning is the administrative penalty imposed when the CONTRACTED PARTY infringes, for the first time, obligations related to delayed contractual terms or invoice presentation for mistakes, or for breach of supervision guidelines within 48 (forty eight) hours from the date of notification of the MONITOR. For the purposes of warning one PAAL should be instructed.

30.2.2. The warning should not be proposed for recurrence in the same kind of failure cases.

30.2.3. Fines referred to in item II of Art. 87 (fine for total or partial non-performance of the Contract) of Federal Law n° 8.666 / 93 (Brazil) may be defined and implemented as follow:

30.2.3.1. A fine may be applied for partial non-performance in the amount of 0.2% ( zero point two percent) of the total amount of the Contract if the CONTRACTED PARTY fails to comply with any condition set in the Contract; and

30.2.3.2. If the CONTRACTED PARTY causes termination of the contract, a fine will be imposed, for non-performance, in the amount of 10% (ten percent) of the current value of the Contract, subject to late-payment penalty or other sanctions pursuant to art. 87 of Federal Law 8.666/93 (Brazil).

30.3. Provided prior defense of the person concerned within 5 (five) business days, the fine for the total or partial non-performance of the Contract, referred to in item II of art. 87 of Federal Law

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nº 8.666/93 (Brazil), may be applied along with other administrative sanctions provided for in items I, III and IV of art. 87 of Federal Law nº 8.666/93 (Brazil).

**30.4.** BACW must inform the CONTRACTED PARTY the amount to be collected, exhausted all administrative remedies and the right to legal defense, should the CONTRACTED PARTY discount the value of future payments.

**30.5.** After the actions mentioned in the previous items, if it persists the denial of payment of the fine, the Expenses Authority (holder or delegate) of BACW, as appropriate, will be forward the process to the Brazilian Attorney General of the National Treasury (PGFN) for analysis and description of the company sanctioned in Active Debt of the Union (DAU) and / or initiate the judicial execution, depending on the amount involved.

**30.6.** The fine(s) will not relieve the CONTRACTED PARTY of the obligation to repair the damages caused to the Administration and indemnify the Administration (and BACW) for any losses suffered, nor rule out the possibility of the imposition of other administrative penalties.

**30.7.** The application of the fines provided for in the preceding items may be appealed within 5 (five) business days, as provided in item "f", I, art. 109 of Federal Law nº 8.666/93 (Brazil).

**30.8.** The temporary suspension of participation in bidding processes and the prohibition to contract with the Administration, pursuant to subsection III of Article 87 of Federal Law nº 8.666/93 (Brazil), combined with Article 9 of Federal Law nº 10.520/2002 (Brazil), will be applied in MOS under the jurisdiction of the COMAER, with the following:

**30.8.1. For up to 30 (thirty) days:**

**30.8.1.1.** In noncompliance of the deadline for taking corrective measures during the application of the warning sanction; and

**30.8.1.2.** The disruption of any act of public bidding session.

**30.8.2. For up to 3 (three) months:**

**30.8.2.1.** The withdrawal of the proposal, without just cause due to supervening fact;

**30.8.2.2.** The complaint of the unenforceability of the prices presented; and

**30.8.2.3.** In presentation of frivolous appeal.

**30.8.3. For up to 6 (six) months:**

**30.8.3.1.** The refusal of the winning bidder, convened within the period of validity of its proposal, to sign or accept the contract or withdraw any equivalent instrument;

**30.8.3.2.** The absence of financial guarantee submission under this Invitation for Bid, if applicable;

**30.8.3.3.** The recurrence of punishable illicit practice in the form of letters "30.8.1" and "30.8.2" of this item, in less than 24 (twenty four) months;

**30.8.3.4.** The application of the second administrative sanction accompanied by a fine;

**30.8.3.5.** The implementation of two administrative sanctions warning and a fine under the COMAER with in 12 (twelve) months, unless the supplier has taken corrective action

within the period determined by the Administration; and

**30.8.3.6.** The implementation of two administrative sanctions fine under the COMAER with in 12 (twelve) months, unless the supplier has taken corrective action within the period

determined by the Administration;

**30.8.4. For up to 12 (twelve) months:**

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*(Handwritten signature and scribbles)*

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**30.8.4.1.** When the CONTRACTED PARTY delays unreasonably the execution of the service, which implies termination;  
**30.8.4.2.** When the CONTRACTED PARTY does not pay the fine within the period prescribed in situations where you cannot discount the value of collateral or receivables from performed installments; and  
**30.8.4.3.** The recurrence of punishable default practice in the form of the letter "30.8.3" of this item, within less than 36 (thirty six) months.  
**30.8.5. Up to 24 (twenty four) months:**

**30.8.5.1.** In the commission of an unlawful act, seeking to frustrate the objectives of this Bidding, such as: the formation of collusion or cartel;  
**30.8.5.2.** In the presentation of "fraudulent" documents "adulterated", "false" or "fake";  
**30.8.5.3.** In the issue of "false declaration";

**30.8.5.4.** In the definitive conviction for willful practice of tax fraud in the collection of taxes related to the Contract;  
**30.8.5.5.** In the shutdown of the service without good cause and without prior notice to the Administration;

**30.8.5.6.** In the delivery of material "fake" or "adulterated", using trickery to deceive the Administration;  
**30.8.5.7.** In the contractual non-performance resulting in serious damage to the Administration; and

**30.8.5.8.** In the recurrence of punishable default practice in the form of item "30.8.4" term of less than 48 (forty eight) months.

**30.9.** For the purposes of this INVITATION FOR BID, as regards to the application of the administrative penalty of temporary suspension of participation in bidding and obstruction to Contract with the Administration, the term "Administration" refers to the COMAER.

**30.10.** It is understood by failure in the performance of the Contract, means to not complete the provision of the service in accordance with the Basic Project contained in the Contract.

**30.11.** It is understood by disreputable behavior, means the intentional conduct of trying to deceive or corrupt the Administration, or any of its agents, to obtain undue advantage.

**30.12.** The PAI application of declaration of unfitness will be forwarded to the State Defense Minister, through the chain of command and the opinion of COJAE, given the exclusive competence of the sanction by the Minister of State. The application of this penalty will occur in any of the situations below:

**30.12.1.** The CONTRACTED PARTY has suffered definitive conviction for tax fraud;  
**30.12.2.** A business or professional committed unlawful act aimed at frustrating the objectives of the tender;

**30.12.3.** The Administration may find that the company or professional does not have competence to be hired because of committed unlawful acts; or  
**30.12.4.** Finding, by the Court of the Union, the occurrence of fraud in connection with the Bid.

**30.13.** The criteria to revoke the Certificate Good Standing, which may not exceed 5 (five) years under the current legislation, will be defined by the Ministry of Defense. Rehabilitation for this

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sanction may be required by the person concerned after the expiry of 2 (two) years of its application.  
**30.14.** In the event the Certificate of Good Standing is revoked, it will be suggested the application of the penalty which should indicate in their PAAI to the purpose of to provide rehabilitation of the amount to be reimbursed, with due legal charges and any obligations.

### 31. APPEALS

**31.1.** The actions of the Administration (BACW), during this Bidding Process, may be appealed as follows:

**31.1.1.** Appeal to BACW's Chief within **2 (two) business days**, from the date of notification or registration of the minutes of the meeting/session, in the cases of:

**31.1.1.1.** Qualification of the bidder or lack thereof;

**31.1.1.2.** Judgment of the proposals;

**31.1.1.3.** Annulment or revocation of the bidding process;

**31.1.1.4.** Denial of a request for application or registration, alteration or cancellation;

**31.1.1.5.** Termination of the Contract, unilaterally by the Administration (BACW) for cases provided for under item I, Article 79 of Federal Law n° 8.666/93 (Brazil);

**31.1.1.6.** Issuance of a warning, suspension or compensatory fine.

**31.2.** Once a request for appeal has been filed, it will be communicated to the other bidders, which may present counter-arguments within **2 (two) business days**.

**31.3.** The appeal will be addressed to the Bidding Commission, which may reconsider its decision within **5 (five) business days**.

**31.3.1.** If the appeal is rejected, the Bidding Commission must forward the appeal to the BACW's Chief, for an additional **5 (five) business days**, all of which will be duly notified.

### 32. SUSTAINABILITY

**32.1.** The details regarding sustainability are provided in the CONTRACT, Clause 28, annex III of this Invitation For Bid.

### 33. GENERAL PROVISIONS

**33.1.** 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 **2 (two) business days by to October 31, 2018 at 3:15pm (EST)**, before the delivery of the proposals.

**33.1.1.** 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.

**33.2.** The interested party shall carefully review this INVITATION FOR BID and its Annexes, as well as all the instructions, terms and conditions, and Basic Project presented, and become



familiar with all circumstances or details that may affect the assessment of costs and the terms involved in performing the object of this bidding process.

**33.3.** The bidders shall be responsible for all costs associated with the preparation and presentation of their proposal. The Administration (BACW) shall not in any way be responsible for those costs, regardless of the proceedings and outcomes of the bidding process.

**33.4.** 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.

**33.5.** Any changes or amendments to this INVITATION FOR BID will require its dissemination in the same publication that the original invitation was posted, with the initial term being postponed, except when the changes do not in any way affect the formulation of proposals.

**33.6.** If it is not a business day or if there is any event that prevents the bidding process from being held on the scheduled date, the session will be automatically rescheduled to the following business day at the same time and place previously indicated, unless communicated otherwise by the Bidding Commission.

**33.7.** In any stage during the bidding process, the Bidding Commission or the BACW's Chief may promote diligence intended to clarify or complement the process, provided it does not involve the later inclusion of any document or information that should be made available at the public bidding session.

**33.8.** The approval of the outcome of this bidding process does not imply a right to being contracted.

**33.9.** The BACW reserves the right to revoke or annul the Bidding Process in cases clearly in the public interest, e.g.:

**33.9.1.** Where there is no longer a requirement for the supplies or services; or  
**33.9.2.** Where amendments to the invitation would be of such magnitude that a new invitation is desirable.

**33.10.** If this INVITATION FOR BID is cancelled, bids that have been received shall be returned unopened to the bidders and notice of cancellation shall be sent to all prospective bidders to whom invitations were issued.

**33.11.** Preservation of the integrity of the competitive bid system dictates that, after bids have been opened, award must be made to that responsible bidder who submitted the lowest responsive bid, unless there is a compelling reason to reject all bids and cancel the invitation.

**33.11.1.** Invitations may be cancelled and all bids rejected before award but after opening, only when formally and in writing, by the Chief of the BACW, in the following circumstances:

**33.11.1.1.** Inadequate or ambiguous specifications were cited in this invitation;  
**33.11.1.2.** Specifications have been revised;  
**33.11.1.3.** The supplies or services being contracted for are no longer required;  
**33.11.1.4.** The invitation did not provide for consideration of all factors of cost to the Government; and

**33.11.1.5.** For other reasons, cancellation is clearly in the Brazilian public's interest;

NAZARENO CORREIA PEREGRINO, Lt Col  
Chief of BACW Internal Control

No Imp Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission  
MARIO EMILIO FRAMIL CABIZUCA Maj



33.12. The terms established in this INVITATION FOR BID and its Annexes do not include the first day, but include the last day. Deadlines shall fall on regular business day for the Administration (BACW).

33.13. The rules which govern the bidding process shall always be interpreted so as to increase competition among the bidders, provided that it does not jeopardize the interest of the Administration (Brazilian Public Administration), or the principles of equal rights, the purpose and security of the contracting.

33.14. In the event of discrepancies between the provisions of this INVITATION FOR BID and the other documents of the bidding process, the INVITATION FOR BID will prevail, with the exception of the CONTRACT executed by the winning bidder (CONTRACTED PARTY) shall govern its relationship with the BACW.

33.15. The INVITATION FOR BID and its Annexes may be read and/or obtained at BACW at the address indicated below, during business days, from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m. (EST).

33.16. The records of this administrative proceeding will remain available to all interested parties at the agency located at the address below, during business days from 8:30 a.m. to 11:30 a.m., and 1:30 p.m. to 3:00 p.m. (EST), after previously scheduled time.

1701 22<sup>nd</sup> St N.W.  
Washington, D.C. 20008  
Ph: (202) 483 4031  
Fax: (202) 483 4684  
E-mail: [con@cabw.org](mailto:con@cabw.org)

33.17. 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 adjudicated, and the parties irrevocably submit to the exclusive jurisdiction of such court. This INVITATION FOR BID and the bidding process shall be construed and interpreted in accordance with the principles of Brazilian Law N° 8,666/93 and any other applicable laws and regulations of the Federative Republic of Brazil, and shall be governed by and enforced in accordance with the laws of the District of Columbia.

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No Imp RENATO ALVES DE OLIVEIRA, Lt Col  
President of BACW's Bidding Commission  
MARIO EMILIO FRAMIL CABIZUCA Maj

NAZARENO CORREIA PEREGRINO, Lt Col  
Chief of BACW Internal Control





33.18. It is hereby agreed by the parties that the language of this INVITATION FOR BID, for the purpose of documentation, correspondence, and any other interests shall be **ENGLISH**.

Washington, DC November 8, 2018

No Imp Renato Alves de Oliveira, Lt Col  
President of BACW's Bidding Commission

MARIO EMILIO FRAMIL CABIZUCA, Maj

Reviewed by:

NAZARENO CORREIA PEREGRINO, Lt Col  
Chief of BACW Fiscal Division

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**BASIC PROJECT**

**MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND  
GALEÃO AIR FORCE HOSPITAL**





The purpose of this BASIC PROJECT is to define the detailed description of the object to be contracted, its quantity, procedures to be followed, the way and the deadline for implementation of the service.

## DEFINITIONS

In order to facilitate the comprehension of terminology and to simplify text composition, the following abbreviations and expressions were adopted, followed by their definitions hereafter:

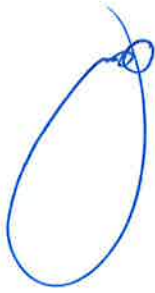
- COMAER – Brazilian Aeronautical Command
- COMREC – Goods and Services Receiving Commission
- CONTRACTED PARTY – legal entity contracted to supply the PRODUCTS;
- CONTRACTING PARTY- Board of Health of Aeronautics (DIRSA)
- CTLA - Brazilian Air Force's Transportation Center;
- DEFINITIVE TERM OF RECEIPT – Document issued by the COMREC for ACCEPTING the installed equipment after the conclusion of the ACQUISITION PROCESS for the purpose of attesting that the material is in accordance with the Technical Specifications;
- DPE – Deadline for Delivery;
- DIRSA –Directorate of Health of the Aeronautics;
- ICA – Aeronautical Command Directive;
- MO – Military Organization;
- PAG – Administrative Management Process;
- PROVISIONAL TERM OF RECEIPT – Document issued by the COMREC for receiving the delivered equipment for the purpose of later verifying that the material is in accordance with the Technical Specifications / BASIC PROJECT;
- SERVICE ORDER: Document issued by DIRSA's Chief authorizing the beginning of the contract performance.

## 1. OBJECT

1.1. The object of this BASIC PROJECT is the Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements established in the Technical Specifications, Annex I.

## 2. JUSTIFICATION

2.1. The intended acquisition is intended to provide 01 (one) STERILIZATION SYSTEM, including all support for executive project development, lay out, installation, operational and technical team training, assurance and technical support during all process of physical structuring,



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installation, validation, according to the requisitions of the Directorate of Health of the Aeronautics - DIRSA).

2.2. The goal of the STERILIZATION SYSTEM (CME) is to update and standardize technology, restructure sterilization processes, reduce the risk of contamination and spread of nosocomial infections, increase productivity through reduction of failures, traceability of all processes as foreseen in the RDC 15 of March 15, 2012 - ANVISA as an annex, reduction of contractual costs for the realization of materials of sensitive terms by outsourced.

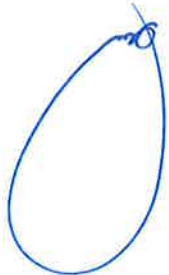
2.3. The equipment requested was quantified after workflow study, based on information and static data such as: number of beds, number of operating rooms, surgical complexity, opening hours, forecast of increased demand for surgery number and beds, the estimated quantity of equipment and the defined technical specification are necessary to meet the increasing demand of HFAG as well as the need to supply the other HCA unit, HAAP.

2.4. The DIRSA's mission is to standardize procedures, equipment, medical supplies and medical/hospital facilities of the Brazilian Air Force, according to the rules and standards established by the Aeronautical Command and the National Health System, besides supplying materials to aeronautical healthcare organizations. Furthermore, as foreseen in the ICA 160-5 - Supply and Maintenance of Health Material, "the material requisitions that need to be acquired abroad are addressed to DIRSA" and "the Logistics Sub-Directorate (SDLSA), by means of the Health and Supply Division (DMS), which is responsible for defining the needs, procurements, and control of all the health material".

2.5. Thus, the intended acquisitions aim equipping the hospitals of the SISAU, including installation, warranty, and technical support according to requisitions of the Board of Health of Aeronautics (DIRSA).  
2.6. Nevertheless, it is important that the materials obey a maximum DPE of delivery of 90 days from the receipt of the relevant Purchase Order.

### 3. CONTRACT

3.1. After the results of the bidding are approved, the CONTRACTED PARTY shall have 05 (five) business days, from the date it is notified, to sign the Contract attached to the Invitation to Bid, under the penalty of losing the right to be hired as well as being subject to the sanctions set forth in the Invitation to Bid and any other penalties or damages available under applicable law.  
3.2. The term provided for in the previous sub-item may be renewed for an additional five days if requested by the CONTRACTED PARTY with good reason and if accepted by the Administration DIRSA in its sole discretion.  
3.3. The Administration DIRSA shall have the option to contact the remaining participants if the winner does not sign the Contract under the terms and



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7.1. The price to be contracted with the WINNER BIDDER must be that proposed for the BID and shall be firm and fixed (FFP) during the acquisition process.

**7. PRICE**

6.1. The CONTRACTED PARTY must inform the Nato Stock Number – NSN located at Av Marechal Câmara 233, 9 andar, Castelo, CEP 20.020-080, Aeronautical Board of Health (Diretoria de Saude da Aeronáutica – DIRSA), to the Cataloging Section (Seção de Catalogação) of the Brazilian Aeronautical Board of Health (Diretoria de Saude da Aeronáutica – DIRSA), located at Av Marechal Câmara 233, 9 andar, Castelo, CEP 20.020-080, Brazil.

**6. CATALOGING**

5.1. The winning bidder shall be responsible for obtaining all necessary export licenses for the subject specified in this Bid

**5. EXPORT LICENSE**

4.1. The acquisition process, including but not limited to: installation, training, warranty, and technical support shall be performed by the CONTRACTED PARTY as individually per requisition in the TECHNICAL SPECIFICATION, Annex I.

**4. DESCRIPTION AND PROCEDURES**

conditions established, in accordance with the order of classification. It may do so under the same terms and conditions proposed by the winner, including with regard to updated prices, pursuant to the invitation to bid. It may also revoke the bidding process, notwithstanding the penalties provided for in the Invitation to Bid.

3.4. By signing the Contract, the CONTRACTED PARTY declares its express agreement with the adequacy of the TECHNICAL SPECIFICATION, BASIC PROJECT and the respective Invitation for Bid.

3.5. 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.

3.6. The CONTRACTED PARTY shall be responsible for any and all expenses arising from the Contract.

3.7. The contract shall be valid for 12 months, starting on the date on which its abstract is published in the Official Gazette ("D.O.U."), after it has been signed by both parties, and may be extended, if the Administration is interested in doing so, through an Amendment, as per Art. 57 of Law nº 8.666/93.





7.2. The Global Price offered per requisition by the CONTRACTED PARTY cannot be higher than the Estimated Global Price described as follows:

ITEM	QTD	DESCRIÇÃO DOS ITEM	US\$ VALORES UNITÁRIOS
1	02	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS	21.528,70
2	01	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS	27.737,40
3	01	ULTRASONIC CLEANING SYSTEM	75.870,00
4	03	SINGLE-CHAMBER WASHER/DISINFECTOR	125.400,00
5	02	PASS-THROUGH WINDOW	5.100,00
6	01	AUTOMATIC RESPIRATORY MATERIAL AND HOSPITAL UTENSIL DRYER	74.100,00
7	04	PREP TABLE	15.000,00
8	02	HIGH-TEMPERATURE STERILIZER	386.130,00
9	01	VAPORIZED HYDROGEN PEROXIDE LOW-TEMPERATURE STERILIZER	215.050,00
10	21	CHROME WIRE SHELVING	800,00
11	01	MANAGEMENT AND TRACEABILITY SYSTEM	240.000,00
12	03	ROTARY SEALER FOR SURGICAL-GRADE AND HDPE MEDICAL AND INDUSTRIAL PACKAGING (TYVEK®)	12.704,00

ESTIMATED  
Estimated Unit Estimated Global

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1,949,386,80 USS	1,949,386,80 USS	1,949,386,80 USS
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**8. PRICE ADJUSTMENT CRITERIA AND DURATION**

8.1. The price to be contracted with the WINNER BIDDER must be that proposed for the BID and shall be firm and fixed (FFP).  
 8.2. The duration of the performance of the contract should have the maximum estimated time for completion of the PROCESS of PURCHASE presented by the company in the price proposal, which must include the estimated maximum time for delivery, installation and training completing the training, 90 days.

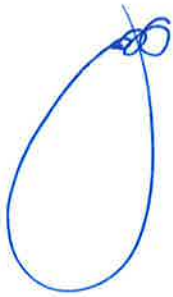
**9. ACQUISITION PROCESS**

9.1. The acquisition process includes:  
 9.1.1. Installation for the equipment will be in the place designed in the HFAg according to the requisition.  
 9.1.2. The conformity of the equipment in regards to the installation, operability and performance of each equipment  
 9.1.3. Equipment operation training  
 9.1.4. Acceptance of the Equipment

9.1.4.1. The equipment is considered ACCEPTED after the conclusion of the Acquisition Process by means of the issuance of THE FINAL TERM OF RECEIPT by the COMREC.  
 9.1.4.2. The ACCEPTANCE will take place after delivery of all documents related to the equipment (technical and operational manual in Portuguese, warranty term, invoice, warranty registration and ANVISA registration), delivery of the maintenance plan containing the periodic interventions as established by the manufacturer during the period of guarantee established of 12 months.  
 9.1.4.3. The ACCEPTANCE includes the cataloging process in accordance with item 6 of this BASIC PROJECT.

**10. BUDGETARY ALLOCATION**

10.1. The expenses arising from this contract shall be paid with resources of the item 449052 - EQUIPMENT AND PERMANENT MATERIAL, sub-item



08, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

## 11. TECHNICAL QUALIFICATION

11.1. BIDDERS would have to prove, for qualification purposes during the bidding process, having all technical specifications such as: registration of the product at ANVISA, proof of commercial representation and nationalized technique, guarantee of total coverage of at least 5 years (spare parts, service)  
11.2. All licenses, required authorizations and certificates must conform to Brazilian standards as recommended by ANVISA should be included in the Qualification Phase.  
11.3. The equipment to be offered must be classified as Health Related products registered as Medical Equipment at the Brazilian Health Surveillance Agency (ANVISA).  
11.4. The bidder must be authorized by the manufacturer to supply the equipment offered in the bidding process.  
11.5. The qualification documents might be forwarded to DIRSA for the purposes of analysis and conclusive technical opinion at BACW's discretion.

## 12. TECHNICAL WARRANTY

12.1. BIDDER fully warrants for 12 months that the equipment and all components purchased through the CONTRACT must be free from any failure associated with the materials or workmanship employed during manufacture;  
12.2. This guarantee must be valid as required by the BASIC PROJECT for the requisition;  
12.3. During the warranty period, the CONTRACTOR undertakes to repair and / or replace the equipment found defective when covered by the Technical Guarantee, at no cost to the CONTRACTING PARTY in the minimum time of service of 24 hours  
12.4. Any defect covered by such Technical Warranty as set forth in this Clause shall be notified to the CONTRACTOR after its detection by the CONTRACTOR, attaching a detailed report of events that lead to the detection of failure, within a maximum of 5 days.  
12.5. Once the CONTRACTOR receives the detailed report according to each Technical Specification, it must inform the CONTRACTING PARTY immediately if the repair procedure is covered by this Technical Warranty;  
12.6. All transportation and insurance expenses incurred in the shipment of faulty equipment/deliveries and all transportation and insurance expenses incurred in the return shipment after the repair is done, shall be the CONTRACTED PARTY'S responsibility;







12.7. The Technical Warranty established in this Clause does not apply to flaws caused by CONTRACTING PARTY'S inappropriate use, faulty operations, maintenance or storage procedures that do not comply with technical specifications, or alterations made to equipment by the CONTRACTING PARTY without the CONTRACTED PARTY approval, nor shall it apply, therefore, to transportation procedures that do not comply with specifications contained in equipment manuals.

12.8. This Technical Warranty shall not apply to flaws caused by an act of negligence on the part of or by accidental physical damage to the equipment caused by the CONTRACTING PARTY;

12.9. Verification of the flaw's origin (natural flaw or client negligence) shall be determined through a specific report made by one of the CONTRACTED PARTY technicians.

12.10. In as far as the application of section 12.4 of this Clause is concerned, calculation of coverage under Technical Warranty shall not take into account time used by the CONTRACTED PARTY to repair a damaged or altered source, starting when the CONTRACTING PARTY sends the damaged supply to the premises of the representative appointed by the CONTRACTED PARTY or when CONTRACTING PARTY notifies the CONTRACTED PARTY of the flaw, when the repair is performed in Brazil, up until when CONTRACTING PARTY receives the fully repaired supply in Brazil; and

12.11. If the CONTRACTED PARTY provides proof that a flaw claimed by CONTRACTING PARTY in accordance with Technical Warranty in this CONTRACT was caused by one of the reasons detailed above in Section 12.7, repair expenses shall be borne by CONTRACTING PARTY.

### 13. TECHNICAL SUPPORT

13.1. The CONTRACTED PARTY shall supply technical support on a case-by-case basis in accordance with the BASIC PROJECT and relevant Technical Annexes.

13.2. The bidder is required to have the ability to perform the Technical Support at the place where the equipment will be installed with the response time of 24 hours (working / non-working days) from the request for technical support.

13.3. All expenses related to the technical support are the CONTRACTED PARTY responsibility. Therefore, the costs for technical support must be included in the price proposal.

### 14. FINANCIAL GUARANTEE

14.1. The provision of a Financial Guarantee shall be required from the CONTRACTED PARTY, in the amount of 1% (one) percent of the total





maximum amount of the Contract, within 10 business days of the signature of the Contract, in order that the Service Order may be signed, and consequently, the execution of the Contract can begin. The CONTRACTED PARTY can provide the Contract guaranty in the following modalities in the discretion of the CONTRACTING PARTY:

14.1.1. Security Deposit in the form of monies or bonds;

14.1.2. Bank guaranty.

14.1.2.1. A guaranty that does not cover all the possible risks and losses associated with the performance of the Contract shall not be accepted.

14.2. A guaranty that is provided as bank guaranty or insurance guaranty must be valid throughout the term of the Contract.

14.3. If the amount of the guaranty is used, in whole or in part, by the CONTRACTING PARTY, as compensation for any losses caused by the CONTRACTED PARTY's conduct during the performance of the Contract, the CONTRACTED PARTY shall proceed to replenish that respective amount within five (5) business days, from the date it is notified.

14.4. After the completion of the Contract, when regular compliance of all obligations of the CONTRACTED PARTY is verified, the guaranty provided by the CONTRACTED PARTY shall be released and returned.

## 15. RECEIPT

15.1. The services that are the object of the CONTRACT shall be received by the Receiving Commission (COMREC) in accordance with the specifications set forth in the BASIC PROJECT, Annex I of this Bid Announcement.

15.2. It is the responsibility of the COMREC to:

15.2.1. Issue the Term of Receipt;

15.2.2. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT / Technical Specification;

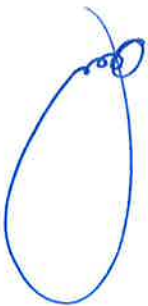
15.2.3. Receive services or reject them according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;

15.2.4. Once approved, the invoices are sent to BACW's Contract Department;

15.2.5. All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

## 16. PAYMENTS

16.1. The deadline for payment shall be within thirty (30) calendar days from the date the term of receipt is issued by the Receipt Commission. The full payment will happen as follows:



Julio Cesar da Gama Apolinario, Brig Med  
Director HFAg

Approved by:

Rio de Janeiro, august 28, 2018

17.1. Regardless of any other statement, the mere participation in the Bidding Process implies the acceptance of these conditions and the total compliance with the rules contained in it.  
17.2. The INCOTERM shall be FCA with planning of the delivery of the containers by CABW due to the volumetric cubing x available space in the CAB Warehouse.  
17.3. The containers will be delivered sealed to the CABW for export. The material conference will be held by the HFAg / Company Representative upon receipt in Brazil.

**17. GENERAL CONDITIONS**

16.1.1. 80% at delivery at HFAg – Hospital de Força Aerea do Galeão by means of PROVISIONAL TERM OF RECEIPT issued by the COMREC; e  
16.1.2. 20% at the conclusion of installation and training as specified in the TECHNICAL SPECIFICATION, Annex I by means of the DEFINITIVE TERM OF RECEIPT (ACCEPTANCE) issued by the COMREC.  
16.2. The issuance of invoices may be performed in part, as the service is being concluded by the Contracted Party.



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ANEXO I

Q1D	<p><b>ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS</b> - Stainless steel #304 sink for a manual wash of healthcare products. It features a rectangular bay for washing, with water level indicators in gallons (0 - 15 gallons). Bay size: 61 x 43 x 25 cm. Bay drain size: 3-1/2". With a "gooseneck" faucet, aimed at the pre-wash of healthcare products, with operating pressure of 20 - 125 PSI and operation temperature in the range of 4.5 - 82° C. (One osmosis water faucet with a flow of 50 - 120 PSI, operation pressure of 20 - 125 PSI and operation temperature in the range of 4.5 - 60° C). It also features air and water pistols to rinse and dry healthcare products with the lumen. Fixed interior shelf to accommodate detergent gallons and other wash items. Feet with level adjustment. To preserve the operator's ergonomics, it has an electric adjustment of the sink height, with an adjustable height range of 86 - 106 cm, through an alphanumeric key placed on the right side of the equipment. It is possible to record up to four heights in your system. Installation requirements: Cold water: 20 - 50 PSIG, maximum temperature 21° C. Hot water: 20 - 50 PSIG, temperature 49 - 60° C.</p>	Q1D
02	<p><b>ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS</b> - Stainless steel #304 sink for a manual wash of healthcare products. It features two rectangular bays for washing, with water level indicators in gallons (0 - 15 gallons). Size of each bay: 61 x 43 x 25 cm. Size of each bay drain: 3-1/2". With a "gooseneck" faucet in each bay, aimed at the pre-wash of healthcare products, with operating pressure of 20 - 125 PSI and operation temperature in the range of 4.5 - 82° C. (One osmosis water faucet in each bay with a flow of 50 - 120 PSI, operating pressure of 20 - 125 PSI and operation temperature in the range of 4.5 - 60° C). It also features air and water pistols to rinse and dry healthcare products with the lumen. Fixed interior shelf to accommodate detergent gallons and other wash items. Feet with level adjustment. To preserve the operator's ergonomics, it has an electric adjustment of the sink height, with an adjustable height range of 86 - 106 cm, through an alphanumeric key placed on the right side of the equipment. It is possible to record up to four heights in your system. Installation requirements: Cold water: 20 - 50 PSIG, maximum temperature 21° C. Hot water: 20 - 50 PSIG, maximum temperature 21° C. Hot water: 20 - 50 PSIG, temperature 49 - 60° C.</p>	1
01	<p><b>ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS</b> - Stainless steel #304 sink for a manual wash of healthcare products. It features two rectangular bays for washing, with water level indicators in gallons (0 - 15 gallons). Size of each bay: 61 x 43 x 25 cm. Size of each bay drain: 3-1/2". With a "gooseneck" faucet in each bay, aimed at the pre-wash of healthcare products, with operating pressure of 20 - 125 PSI and operation temperature in the range of 4.5 - 82° C. (One osmosis water faucet in each bay with a flow of 50 - 120 PSI, operating pressure of 20 - 125 PSI and operation temperature in the range of 4.5 - 60° C). It also features air and water pistols to rinse and dry healthcare products with the lumen. Fixed interior shelf to accommodate detergent gallons and other wash items. Feet with level adjustment. To preserve the operator's ergonomics, it has an electric adjustment of the sink height, with an adjustable height range of 86 - 106 cm, through an alphanumeric key placed on the right side of the equipment. It is possible to record up to four heights in your system. Installation requirements: Cold water: 20 - 50 PSIG, maximum temperature 21° C. Hot water: 20 - 50 PSIG, temperature 49 - 60° C.</p>	2
01	<p><b>ULTRASONIC CLEANING SYSTEM</b> - Equipment designed to clean instruments and healthcare products through ultrasonic cavitation. The washer should be assembled in a stainless-steel cabinet (AISI-304) to wash instruments and healthcare products. It should be equipped with an automatic opening lid and load elevator tray for safety replacement of the instruments load and healthcare products to be processed, ensuring safe, fast and ergonomic process. The washer should allow configurations of 15 and 20-gallon tank, without loss of productivity and effectiveness. Ultrasonic wash should be ensured by constant power output generators operating with an ultrasonic power of 1000 Watts at 132 kHz and completed by complex resonance frequencies with chamber lock. The generators should be mounted on each external side of the modules for easy access to maintenance. Patented ceramic transducer modules should be</p>	3

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<p>03</p>	<p>SINGLE-CHAMBER WASHER/DISINFECTOR- The single-chamber washer/disinfector is intended for use in the cleaning and disinfection of soiled reusable utensils, trays, bedpans, and urinals, rubber and plastic goods, simple hard-surfaced rigid surgical instruments (such as forceps and clamps), and other similar and related articles found in healthcare facilities. The washer/disinfector has a chamber constructed of 16-gauge, #304 stainless steel (no. 4 finish), argonwelded. It has rounded edges to facilitate the cleaning procedure. It has a 3W LED light, illuminating inside the chamber. The outside of the chamber is single-walled, insulated construction, aimed to reduce heat loss and noise level to the work area. Composed of a two arm rotary sprinkler inside the washing chamber, one in the upper part and the other on the bottom, placed to reach all the load surfaces. Sprinkler arms can be easily assembled/disassembled, and it is</p>
	<p>connected to the wash tank, providing maximum energy transmission for instrument and healthcare products cleaning. The wash tank should feature an automatic tray elevator for loading of instruments and healthcare products. Such elevator should be positioned at a convenient working height and is oriented laterally for ease of loading or unloading heavy loads of instruments and healthcare products. It should present a hoses system to process up to 10 (ten) rigid lumened surgical devices, all showing ultrasonic power inside and outside the lumen. Also, it should be supplied with 51 mm castor wheels to move the equipment inside the department, with locks in the castor wheels for safety. For the 15-gal configuration, the tank tray should have approximate dimensions of 20 x 13-1/2 x 3-1/2" (L x W x D) and holds at least 22 lb of instruments and healthcare products. The chamber should have a volume capacity of 15-gal tanks. For the configuration of 20-gal, the tank tray should have approximate dimensions of 24 x 13-1/2 x 3-1/2" (L x W x D) and holds at least 35 lb of instruments and healthcare products. Each chamber should have a capacity of volume in 20-gal tanks. The washer should feature a pushbutton to start the cycle at the operator's feet height. It should have: Automatic pushbutton of drain indicator light that alerts the operator when tank drainage is indicated; Adjustable cycle drain count pre-programmed to up to 12 cycles; Washing cycle activation through the pedal; Programmable control buttons executing actions such as the drainage and addition of detergents into the washing solution with an adjustable timer. Front and side access panels are supplied on the units for ease of any maintenance procedures; Safety device on the doors to prevent operator's injuries during automatic closing; - Certificates from Underwriters Laboratories (UL) Standard 61010-1 and Underwriters Laboratories (UL) Standard 61010A-2-010 or similar national. Electrical specifications: 208 or 240 V, 60 Hz, single phase (4 wire) or three phase (5 wire, including neutral and earth); Drains: - 1-1/4" NPT (PVC) male connector. Hot water: - 1/2" NPT (PVC) male connector (15-50 psi); 100-120°F or 38-49°C; Cold water: - 1/2" NPT (PVC) male connector (15-50 psi); 40-60°F or 4-16°C; Air: 1/2" NPT Brass (25-30 psi) (5-7 cfm) Total equipment size: 39 1/2 x 42-1/4 x 1 x 30" 696 lb. Accessories that should be supplied with the equipment: One (1) connector system for processing cannulated instruments (lumened); Two (2) trays of instruments and utensils sized 20 x 13-1/2 x 3-1/2".</p>



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possible to access them through the chamber loading door. The water circulation pump is constructed of 304L stainless steel, powered by a dual speed motor allowing to set each cycle in 2 hp or 7.5 hp, ensuring high cleaning performance and instrument preservation. Water is electrically heated, and water temperature is kept at 82°C during the washing phase and up to 90°C during the thermal rinse phase. The washer/disinfector is equipped with eight programmed cycles and one decontamination cycle. It also features open cycles for customized programming to meet specific operating requirements. Cycles operate through a combination of the following phases: pre-wash, enzyme wash, thermal rinse, and drying. The decontamination cycle is factory-programmed and cannot be modified by the operator. It has two sealed vertical sliding doors, automatically operated by pneumatic cylinders. Doors are made of double tempered glass to allow the operator visualization while the cycle is in progress and so the operator can touch it safely. Doors are equipped with a safety mechanism to prevent a cycle from starting unless the doors are completely closed. If the door is opened while a cycle is in progress, all chamber supply systems are shut down, and the cycle stops. A door interlock resource is provided to avoid cross-contamination, allowing only one door to be opened at a time; whenever the power is shut down. When a cycle is in progress, the door interlock mechanism avoids any door from being opened. It also has an obstruction sensor that detects any door obstruction - if there is an obstruction, the door will automatically open. Cycles control and graph visualization are through a touch-sensitive color screen. It features a control and visualization plan of both sides of the washer (load and unload). It has an optional printer to print all process data. The washer/disinfector has three injection pumps of chemical products, being up to two injection pumps of additionally available chemical products. Pumps are separately allocated and connected to the washer/disinfector with up to 1cm of piping. Pumps allow the use of ultra-concentrate chemical products and automatically add the selected amount of detergent. They allow a neutral process, enzyme process, dual alkaline/enzyme and enzyme/neutralizer process, or to vary the chemical used depending on the load. The pump is dedicated to the lubricant to be injected during the thermal rinse phase. It has a detergent level sensor. For drying, there is an air inlet pre-filter and a HEPA filter. Must have 1 loading car and 1 unloading car and 1 rack for instrument tray. At least the washer should meet the requirements applicable to the following norms: CAN/CSA-C22.2, No. 61010-1, Second Edition; CAN/CSA-C22.2, No. 61010-2-04/2007; CAN/CSA-Z314.8-08; Decontamination of Reusable Medical Devices; UL 61010-1:2005 Medical Device Directive 93/42/EEC as amended by 2007/47/EC; Machines Directive 2006/42/EC; IEC 61010-1:2010 3rd Edition; IEC 61326-1:2005, and IEC 61010-2-040:2005; EN ISO 15883-1:2006, ANSI/AAMI ST15583-1:2009, and CSA Z15883-1:2009 Washers - Disinfectors - General requirements, Definitions, and Tests; EN ISO 15883-2:2006 and ANSI/AAMI ST15583-2 (draft) Requirements and Tests for washer/disinfectors employing Thermal Disinfection for Surgical Instruments, Anesthesia Equipment, Stainless Steel Bowsls, Lenses, Glassware, etc. Total size: 42 x 80 x 31". Dimensions of the washing chamber: 26.4 x 26.2 x 26".





**PASS THROUGH WINDOW** - The pass-through window is designed to facilitate the movement of semi-critical and critical healthcare products from the cleaning/decontamination area to the processing area (preparation, packages, and sterilization areas). **DESCRIPTION** - The pass-through window was designed to receive and deliver manually cleaned items in the decontamination area. The pass-through window provides an opening to pass cleaned items from the decontamination to the preparation area and the packaging area. **FEATURES** - The pass-through window is comprised of the following: counter, pass-through window, and return doors. Each component or any combination of the components is available for fixed or modular assembly. The counter is constructed of 18-gauge stainless steel. The bottom part of the bench is reinforced and coated with sound damping. The holders are fixed with screws in both sides of the bench and are available for use in a fixed structure. A 2" clamp extending the bench width is provided for wall mounting. The counter is 38x25x14" and should be installed at 40" above ground in fixed structures and 42" in a modular structure. The pass-through window is assembled over the counter. Double and suspended windows with an aluminum frame 1/2" glazed tempered glass. An elevated surface on the bottom part of the window frame helps the window opening and closing. Window opening of 35x16". The rack return doors can be assembled in a structure below the counter. Doors have a double construction with hard material of sound damping between the 20-gauge stainless steel interior. **INSTALLATION** If the pass-through window and/or return doors will be assembled in a fixed wall, an opening should be made in the structure by the requesting party. **ENGINEERING DATA** Weight: (counter - 16kg, Pass-through window - 23kg, Rack return doors - 23kg)

**AUTOMATIC RESPIRATORY MATERIAL AND HOSPITAL UTENSIL DRYER** - Automatic dryer for tubes, trachea, and hospital utensils, through filtered hot air insulation, with an electronic microprocessor command of flexible programming. "HEPA" filters, with efficiency for particles retention larger or equal than 0.3 microns in the drying air inlet, to prevent the entry of harmful particles into the system. Indicate for drying process through filtered hot air insulation, used in articles processed at the Centers of Materials and Sterilization (CMI), especially flexible plastic tubes, corrugated or not, (tracheas), plastic cups, glass bottles, etc. For drying materials and utensils already cleaned, such as general glassware, metal instruments, rubber, silicones, and plastic pieces supporting temperatures below 85°C. (E.g. catheters, flexible tubes, smooth pipes, respiratory accessories, bag-valve-mask, masks, boxes with surgical instruments, etc.) The equipment has a factory pre-programmed drying cycle, with the possibility of cycle programming by the user, selecting times and temperature (from -86°F to 185°F) and drying time (from 1 to 999 min). The equipment is manufactured under a rigorous GMP-based quality system, with internal chambers in AISI-316 stainless-steel welded sheets, to allow for a better work temperature homogeneity inside the interior chamber. Supported by a robust AISI-304 stainless-steel cabinet with polished finishing. The equipment will be provided with one (01) "blindex"-type glass door, manually opened and locked, with a pure silicone rubber gasket and inox steel frame in brushed finishing has robust hinges and two knobs for an optimal closing. Internal chamber constructed of AISI-316 stainless-steel welded sheets, with a polished finishing (1-220), with special support for plastic tubes in different diameters, for

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optimum drying. Optional accessories: Drawers with fittings for tubes and tracheas. Each drawer holds 6 tubes. The equipment has 6 fittings. The total number of tubes that can be dried by cycle is 36. Support for valve-bag-masks - adaptable and interchangeable with the same fittings as the drawers. Shelf - a total of 10. HMI command panel - Digital with a polycarbonate keyboard. Indicating time temperature and cycle phase for better informing the user. Technical information: Heating through armored electrical resistance in AISI-304 stainless steel. Internal Size: 19" Width x 62" Height x 17" Deep. External Size: 23" Width x 87" Height x 21" Deep. Total internal volume: 95 gal/us. Power: 4000 W - 220V - Three Phase - 50Hz

**PREP TABLE** - Table designed to meet the demanding needs of healthcare products reprocessing. With an innovative and flexible workstation helps in productivity, organization, management of healthcare products, as well as changes in the process and the workflow. Features a stainless-steel surface and castor wheels. Constructed of steel and aluminum with load capacity uniformly distributed of up to 500 lb (227 kg). It has an optional height electrical adjustment, with an optional elevator frame allowing application of adherence plates, distribution tracks, and other components. Standard accessories: Small vertical (PR:P00033) Flat screen monitor arm mounted on a surface (PR:P00033) Suspended drawers sized 6" (152 mm) (PR:P00040) Amplification light (PR:P00043) Electrical specifications: Electrical bases equipped with a motor of 120 V, 50/60 Hz, 3.0/2.2 Amp. Height control box with rotation switch and supply cable of 8-1/2" (216 mm). Route interval on the electrical base is of 1/2" per second. Plug strip: Provides single circuit outlets. 15-amp, 120 V. Six single outlets in each fitting strip of 36" (914 mm). The fitting strip includes an on/off button with a circuit breaker protection surrounded by a built-in safety protector and a supply cord of 8' (2 m). Light: Two 18 lamps, 120 V, with a bawling lens and a cord of 9' (3 m) with a right back outlet. Applicable requirements of the following norms: Underwriters Laboratories (UL) Standard 61010-1 (Canadian Standards Association (CSA) CAN/CSA-22.2 No. 61010-1 SIZES (L x W x H) 72 x 40 x 69-1/2 to 85-1/2" (variable height).

**HIGH-TEMPERATURE STERILIZER** - A steam high-temperature for sterilizing healthcare products with an integrated steam generator. The sterilizer is constructed of two stainless-steel manufactured plates of the 316L-type, welded inside each other, forming the sterilizing chamber. A 316L type stainless steel plate is welded to the door. The chamber door is constructed of a single stainless-steel piece of the 316L-type. The door is insulated to reduce the superficial temperature of the door stainless steel plate. The vacuum system with a two-stage vacuum pump, reducing the pressure in the chamber during the pre-vacuum and post-drying phases. The air is extracted through the vacuum system. After the drying phase, the chamber vacuum is released into the atmosphere, admitting air through a bacteriological retention filter. During the operation cycle, the door remains sealed by a steam activation seal. Door sealing is constructed of a long-term special non-lubricated rubber compound, which a two-year guarantee. The door is equipped with a mechanical interlock mechanism ensuring the door is not opened during the sterilization cycle. The sterilizer has a chamber constructed of 316L stainless steel, with a 15-year guarantee, in an oval/elliptical form, allowing for a homogeneous distribution of steam in the chamber and ensuring safety to the sterilization process. Capacity:

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for a load of 675 useful liters, corresponding to 10 STU (sterilization units) distributed in the three-level rack for load. Size: 26 x 26 x 61". It features an automatic opening sliding door, friendly-control system, with an 8.4" color touch screen, based on icons. It shows a timer with the cycle remaining time in large size, and differentiation of the cycles phases per colors, casting data view from anywhere in the department. It has two pressure gauges. It has an impact printer to register the data cycle permanently. It also features a water recirculation system with reuse of the water used to operate the vacuum pump, with an average consumption of 4 liters per cycles. With an automated system for loading and unloading, preserving the activity ergonomics and optimizing the department's workflow. Must have 1 loading car and 1 unloading car and 1 rack for instrument tray. Medical Devices Guideline (MMS) 93/42/EEC, as amended by 2007/47/EC, FM 285, Steam Large Sterilizer: Pressurized Equipment Directive (PED) 97/23/EC; ASME Code, Section VIII, Division 1 for pressurized equipment not subjected to the flame action. The sterilizer should have at least two cycles: Pre-vacuum cycle 121°C and 134°C - destined to trays sterilization with double wrapped instruments; Leak test - cycle used to test the vacuum piping integrity of the sterilizer; Bowie-Dick Test.

**VAPORIZED HYDROGEN PEROXIDE LOW-TEMPERATURE**

**STERILIZER** - Low-temperature sterilization system through vaporized hydrogen peroxide at 59% for terminal sterilization of reusable metal and nonmetal medical devices, duly cleaned, rinsed, and dried, employed in healthcare facilities. Not intended to be used for liquids processing, linen, powder, or cellulose materials. The door and chamber assembly are constructed of aluminum and equipped with a silicon rubber gasket for the door and a welded backhead for the chamber. Insulation fitted on the chamber wall exterior, door, and backhead is 0.5" (13 mm) thick (nominal), constructed of asbestos and chloride-free, oil and water-resistant fiberglass. It features a manual opening door with an automatic interlock mechanism, which holds the sterilization system door locked during the entire sterilization cycle. After cycle completion, the door is automatically unlocked. Squared chamber, constructed of aluminum and interior dimensions sized 17 x 15 x 32", 4.8 cubic feet. Chamber heating is achieved through electric heaters, and the operating temperature is approximately 122°F. High power vacuum pump is supplied (motor 3 HP, 2.2 kW), to produce cycle vacuum pulses that remove air and moisture from the chamber, alleviating moisture sensitivity in the sterilization unit, and reducing the number of cycles above. Control display system with a color touch 10.4" screen and 640 x 480-pixel resolution, providing user information and control of the unit. It has an alphanumeric impact printer to register the data cycle permanently. The sterilization system is equipped with three pre-programmed sterilization cycles: LUMEN CYCLE, NONLUMEN CYCLE, and FLEXIBLE CYCLE. Each sterilization cycle occurs in three phases: STORAGE, STERILIZATION, and AERATION. Pre-programmed sterilization cycles work under low pressure and low temperature, and they are proper for sterilizing healthcare products processing sensitive to heat and moisture. LUMEN CYCLE can sterilize the following: 1. Lumened and non-lumened instruments with diffusion-restricted spaces, such as the hinged portion of forceps and scissors; 2. Medical devices (including single, dual, and triple channel rigid and semi-rigid endoscopes).

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**MANAGEMENT AND TRACEABILITY SYSTEM** - It should perform management, traceability, and total control of the cme. This system should have, at least, the following characteristics: one computer to manage information regarding the cme, workstations accommodated in cases of the operational team in the purge and preparation areas should be compact (up to 25 cm x 35 cm x 25 cm - height, length, and width - respectively), with touchscreen and wi-fi only. The fixed scanner of datamatrix code should allow the reading with capacity of up to 1.5 mm to all stations, except for the labels reading station. To serve the system use activities by the operator in the arsenal area, only mobile stations (tablets), equipment data, operator's activities performance and processing, traceability, data, and quantification on cme's inventory. Basic information, such as, instruments, devices, suppliers, machines, and internal clients, should be inserted in this database and continuously updated in the system. It should monitor traceability of a specific item and generate management reports about the system. The system should make possible to manage the costs regarding cme's production and productivity. It should allow the visualization of reports before printing.

with the following configurations: a. Single channelled devices with a stainless lumen that is  $\leq 0.77$  mm (1/32"), internal diameter (ID) and  $\leq 500$  mm (19-1/16") in length; b. Dual channelled devices with a stainless lumen that is  $\leq 0.77$  mm (1/32") internal diameter (ID) and  $\leq 527$  mm (20-3/4"); c. Triple channelled devices with stainless lumens that are either:  $\leq 1.2$  mm (1/8") ID and  $\leq 275$  mm (10-5/8") in length;  $\leq 1.8$  mm (3/16") ID and  $\leq 310$  mm (12-1/8") in length; or  $\leq 2.8$  mm (7/16") ID and  $\leq 317$  mm (12-3/8") in length. THE NON-FLEXIBLE CYCLE can sterilize the following: 1. Non-lumened devices, including non-lumened rigid, semi-rigid, and flexible endoscopes, and non-lumened instruments with stainless-steel diffusion-restricted areas, such as the hinged portion of forceps and scissors. THE FLEXIBLE CYCLE can sterilize single or dual lumen surgical flexible endoscopes, and bronchoscopes in either of the two configurations: 1. Two flexible endoscopes with a light cord (if not integral to the endoscope) and mat with no additional load. Flexible endoscopes may contain either a. A single lumen with an inside diameter of  $\leq 1$  mm (3/64") and a length of  $\leq 1050$  mm (41") b. Or two lumens with an inside diameter of  $\leq 1$  mm (3/64") and a length of  $\leq 1050$  mm (41") b. Or two lumens with one lumen with an inside diameter of  $\leq 1$  mm (3/64") and a length of  $\leq 998$  mm (39") and the other lumen with an inside diameter of  $\geq 1$  mm (3/64") and a length of  $\leq 850$  mm (33"). 2. One flexible endoscope with a light cord (if not integral to the endoscope) and mat and additional non-lumened instruments, including instruments with diffusion-restricted areas, such as the hinged portion of forceps and scissors. The flexible endoscope may contain either a. A single lumen with an inside diameter of  $\geq 1$  mm (3/64") and a length of  $\leq 1050$  mm (41") b. Or an inside diameter of  $\geq 1$  mm (3/64") and a length of  $\leq 1050$  mm (41") b. Or two lumens with one lumen with an inside diameter of  $\leq 1$  mm (3/64") and a length of  $\leq 998$  mm (39") and the other lumen with an inside diameter of  $\geq 1$  mm (3/64") and a length of  $\leq 850$  mm (33"). System installation requires a dedicated electrical connection and requires no plumbing, ventilation, or air supply. Total size: 33 x 75-1/8 x 38-5/16".

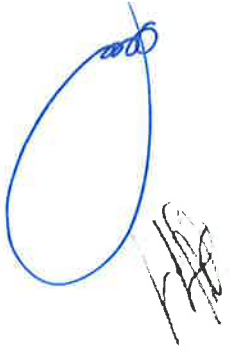
**CROME WIRE SHELVING** - Chrome wire storage shelving, 5 tier shelves with bottom level cover. Available in the following dimensions: 24" x 48" x 80"

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Reports should be saved for filing purposes. It should have a reading system through the datamatrix codes or superior technology (fixed scanner, except for labels reading). The readers used should meet the operational flow of cme, including the materials receipt steps in purge, inclusion in the cleaning and disinfection cycles, checking upon preparation, creation of labels (packaging), inclusion in sterilization batches, checking in the operation room. It should have the loads traceability, consulting the batches in which the material was processed in the already performed sterilization cycles, through the association of the batch numbers and/or pertinent documentation already created. It should create labels with the necessary information and the batch number to attach in the patient's file and/or to identify in the return for material processing. Such information should be recorded in the system. It should ensure internal safety and checking if the items to be processed are in accordance with those selected in the program. The system should combine information pertinent to the cycle of each autoclave directly with the batch processed in it. It should have a function to record the batches for the disinfectant washers. This function should record the load units in their respective washer. It should be possible to obtain the traceability of materials consulting the batches in which the material was processed in the cleaning cycles already performed, through the association of batch numbers and/or pertinent documentation already created. Such information should be recorded in the system. The system should combine information pertinent to the cycle of each washer/disinfectant directly with the batch processed in it. This same control should be performed for the automatic cart washer. It should have a function to record data directly into the control system. Data should be electronically stored in the system for documentation, control, and traceability. The autoclaves should be connected to the system and their information should be available in real time. Data recorded should include displacements of phase, temperature, and pressure, jacket temperature and error alarms. This information should be showed through graphs and/or "logs" (data registration in the computer and/or network). The "log" should be created as from the washer/disinfectant control system. The system should have a registration directly in the control system. Data should be electronically stored in the system for control, documentation, and traceability. Washers should be connected to the computer and their information should be available in real time. Recorded data should be including displacements of phase, temperature, and error alarms. This information should be showed through graphs and/or through the "log" (data registration in the computer and/or network). The "log" should be created as from the washer/disinfectant control system. The system should have a function to manage information containing at least the following multimedia options: image (to storage of photos, figures, and illustrations); the system should include this information through the computer designated to administer it. Such information should be accessed through the computer itself or through the datamatrix codes reader. The system should be set up to show the multimedia data whenever a material is "scanned". The system should allow the designation of a serial number for each processed item, enabling full traceability of materials existing in the cme. The system should create a list of materials for packaging. This information should be accessed through the reader and/or through the computer. The list of materials for packaging should appear when an item is selected. The list of all instruments included in a certain box and previously registered should be accessed through the reader and/or through the computer. The



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<p>01</p>	<p><b>ROTARY SEALER FOR SURGICAL-GRADE AND HDPE MEDICAL AND INDUSTRIAL PACKAGING (TYVEK®) - The HD 680 continuous sealers series are used to automatically seal surgical-grade and Tyvek® packages in hospital, clinical and dental offices, meeting all the normative requirements simply and economically. Technical data: Sealing type: Rotary; Sealing system: Haworth; Temperature Control: Microprocessor; Sealing speed: 10m / min; Sealing distance from edge: 0 – 35 mm; Seal seam width: 12mm; Switch-off tolerance (DIN 58953-7), + 5°C; Distance to medical device (DIN 58953-7), &gt; 30mm; Valid process (DIN EN ISO 11607-2:2006)</b></p>
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system will create a checklist, so the operator may confirm that each instrument contained in the material was duly separated and will continue to the next step inside the cme. The system should guide and ensure that the operator keeps the instruments together during the assembly of a specific box. It should block any possibility of assembling the boxes with instruments in excess or their lack. It should update the amount of instruments inserted and "scanned" in the assembly of boxes to be processed. The system should allow the off-line delivery registration of materials processed by the cme to the hospital departments, further making the automatic synchronization of information in the database. The system should allow control and processing of third-party materials without their identification (recorded). The system should provide easy access to the saved information flow. It should include the instrument's location and full record of the history from all data of cme production. This system should follow rde no. 15. The system should be accessed through several remote computers with an intuitive interface. The system should allow access to all hospital departments, including external websites. It should allow for updates, according to the new versions released. It should allow the "upgrade" of new functions. Datamatrix codes reader should be compatible for communication with the computer and should have a support basis and a battery charger. In relation to the implantation of the cme's management system, it should include the training activities about the operation, use and application of the system, support to feeding works and registration of the items in database of the support system of at least 12 months in the service to works and tasks related to the system.



**Price Proposal – Annex II**



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

**Part 1 Representative Identification**

Last Name			Given Name			Middle Name		
Identification Number (Federal Id with Photo)						E-mail Address		
Phone Number			Fax Number					
Company's Name								

The company mentioned above, makes a proposal to be judged based on the **LOWEST GLOBAL PRICE**, for acquisition of 01 (one) **CSSD STERILIZATION SYSTEM**, including all support for executive project development, lay out, installation, operational and technical team training, assurance and technical support during all process of physical structuring, installation, validation, in accordance with the terms of the Bid Announcement.

**Part 2 Statements**

1-	The prices offered shall include all costs arising from the performance of the service, whether direct or indirect, including but not being limited to, what is described below: all inputs such as fees and/or taxes, social contributions, expenses, insurance, worker's compensation, liability insurance, labor, social security, fiscal, administration fees, equipment, materials, and all other fees necessary for full compliance with the object of this INVITATION FOR BID	(place initial)
2-	We hereby acknowledge the content of INVITATION TO BID and its Annexes, fully and irrevocably accepting its terms and requirements, as well as all relevant legislation. This price proposal shall be valid for <b>60 (sixty) days</b> starting on the date on which proposals are opened, after which time it shall be subject to confirmation by our Company.	(place initial)

No Imp RENATO ALVES DE OLIVEIRA Lt Col  
 BACW's Bidding Commission President

NAZARENO CORREIA PEREGRINO Lt Col  
 BACW's Internal Control

MARIO EMILIO FRAMIL CABIZUCA Maj

**Price Proposal – Annex II**



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

**Part 3 Price Proposal**

ITEM	QTD	ITEM DESCRIPTION	UNIT PRICES IN US\$	TOTAL PRICE US\$
1	2	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS		
2	1	ELECTRIC HEIGHT ADJUSTABLE SINK FOR MANUAL WASH OF HEALTHCARE PRODUCTS		
3	1	ULTRASONIC CLEANING SYSTEM		
4	3	SINGLE-CHAMBER WASHER/DISINFECTOR		
5	2	PASS-THROUGH WINDOW		
6	1	AUTOMATIC RESPIRATORY MATERIAL AND HOSPITAL UTENSIL DRYER		
7	4	PREP TABLE		
8	2	HIGH-TEMPERATURE STERILIZER		
9	1	VAPORIZED HYDROGEN PEROXIDE LOW-TEMPERATURE STERILIZER		
10	21	CHROME WIRE SHELVING		
11	1	MANAGEMENT AND TRACEABILITY SYSTEM		
12	3	ROTARY SEALER FOR SURGICAL-GRADE AND HDPE MEDICAL AND INDUSTRIAL PACKAGING (TYVEK®)		
			GLOBAL PRICE	\$

**Part 4 Authentication**

Representative printed name

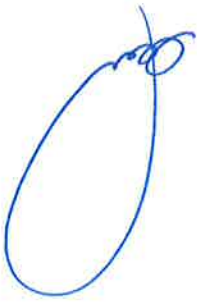
Representative signature

Date of signing

No Imp RENATO ALVES DE OLIVEIRA Lt Col  
BACW's Bidding Commission President

MARIO EMILIO FRAMIL CABIZUCA Maj

NAZARENO CORREIA PEREGRINO Lt Col  
BACW's Internal Control



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COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON

ANEXO III





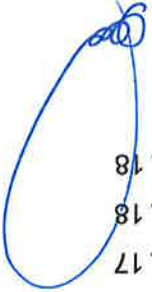
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15	25. CLÁUSULA - RESCISÃO
17	26. CLÁUSULA - FORO JURÍDICO
18	27. CLÁUSULA - NOTIFICAÇÕES E CORRESPONDÊNCIAS
18	28. CLÁUSULA - NÚMERO DE CÓPIAS

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PAG Nº: 67102.174013/2017-11  
CONTRATO Nº [CT#]/CABW/2018

CONTRATO PARA AQUISIÇÃO DE 01 (UM) CSSD SISTEMA DE ESTERILIZAÇÃO, INCLUINDO INSTALAÇÃO, TREINAMENTO, GARANTIA E SUPORTE TÉCNICO, CELEBRADO ENTRE O GOVERNO BRASILEIRO, POR MEIO DA COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON IN DC, E A EMPRESA XXXXXXXXXXXXXXXXXXXXXXXXX.

O Governo Federal Brasileiro, por meio do Parque de Material Aeronáutico do Galeão, localizado na 1701 22<sup>nd</sup> St N.W. Washington, D.C. 20008, aqui representada pelo Cel AV LEONARDO GUEDES, no uso de suas atribuições legais, de acordo com a Diretriz nº 50, de 29 de janeiro de 1953, expedida pelo Ministério da Aeronáutica e pelo art. 61 Lei nº 8.666/93, aqui definido como CONTRATANTE, e a empresa [NOME DA EMPRESA], localizada em [LOGRADOURO], CEP [CÓDIGO POSTAL], na cidade de [CIDADE- ESTADO], aqui definida como CONTRATADA e representada pelo Senhor [NOME DO REPRESENTANTE LEGAL], portador da carteira de identidade nº [NÚMERO DE IDENTIDADE], e de acordo com o PAG nº 67102.174013/2017-11, e o resultado final da Licitação nº 174013/CABW/2017, baseado nos princípios da Lei nº 8,666/93, Decreto nº 2.271, de 1997, Instrução Normativa SLTI/MPOG nº 2, de 30 de abril de 2008, e demais leis relacionadas, decidem realizar este acordo e executar este instrumento contratual, de acordo com os seguintes termos e condições:

**1. CLÁUSULA - OBJETO**

1.1. O objeto deste CONTRATO é a Aquisição de Equipamentos Médicos, incluindo instalação, treinamento, garantia e suporte técnico, de acordo com termos, quantidades e outros requisitos aplicáveis estabelecidos no Projeto Básico, Anexo A deste CONTRATO.

1.2. A aquisição pretendida está prevista para fornecer 01 (um) CSSD SISTEMA DE ESTERILIZAÇÃO, incluindo todo o suporte para desenvolvimento e suporte do projeto executivo, planejamento, instalação, treinamento técnico e operacional, garantia e suporte técnico durante todo o processo de estruturação física, instalação e validação, de acordo com as requisições da Direção de Saúde da Aeronáutica - DIRSA.

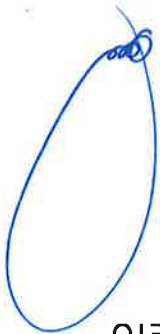
1.3. Uma descrição detalhada dos serviços de reparo e recuperação para Aquisição de Equipamentos Médicos, incluindo instalação, treinamento, garantia e suporte técnico, de acordo com termos, quantidades e outros requisitos aplicáveis estabelecidos, encontra-se no PROJETO BÁSICO/HFAG/2017 e seus Anexos.

1.4. Para todos os efeitos, os seguintes anexos serão parte integrante do presente contrato:

- ANEXO A – PROJETO BÁSICO;
- ANEXO B – PROPOSTA DE PREÇO DA CONTRATADA;
- ANEXO C – CRONOGRAMA FÍSICO-FINANCEIRO; e

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## ANEXO D - MINUTA DO CONTRATO EM PORTUGUÊS.

### 2. CLAUSULA - EXECUÇÃO

2.1. O objeto deste CONTRATO será realizado na forma de execução indireta pela CONTRATADA em regime de empreitada por MENOR PREÇO GLOBAL.

### 3. CLAUSULA - IDIOMA

3.1. Fica acordado entre as partes que o idioma deste CONTRATO, para fins 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.

### 4. CLAUSULA - CONDIÇÕES PARA A PRESTAÇÃO DOS SERVIÇOS

4.1. Os serviços serão realizados pela CONTRATADA conforme descrito no PROJETO BÁSICO, Anexo A deste CONTRATO.

### 5. CLAUSULA - OBRIGAÇÕES

5.1. Além do estabelecido no PROJETO BÁSICO, a **CONTRATADA** estará ainda obrigada a:

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

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

5.1.3. Assumir a responsabilidade total pelo fornecimento dos materiais e serviços contratados;

5.1.4. Assegurar o fornecimento de todos os materiais e equipamentos necessários para o cumprimento pleno e perfeito das obrigações contratuais;

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

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

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

5.1.8. Substituir, sem nenhum custo para a CONTRATANTE, todo o material ou equipamento fornecido danificado de qualquer forma ou danos causados pelo uso



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inadequado pelos empregados da CONTRATADA, ou que tenha sido rejeitado durante os testes de inspeção;

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

5.1.10. Arcar com as responsabilidades civis por todos e quaisquer serviços executados e por prejuízos causados por ação ou omissão por empregados contratados, trabalhadores, agentes ou representantes da CONTRATADA, intencionalmente ou não, perante o Governo Brasileiro (Comando da Aeronáutica) e terceiros;

5.1.11. Contratar trabalhadores qualificados, com conhecimento essencial dos serviços que serão executados em conformidade com as regras e regulamentos em vigor; 5.1.12. Ser responsável por todas as obrigações trabalhistas, sociais e fiscais, bem como por quaisquer outros direitos e obrigações previstos na legislação específica. A violação de quaisquer destas obrigações, não implica na transferência destas responsabilidades à CONTRATANTE;

5.1.13. Instruir seus funcionários sobre a necessidade de seguirem as orientações fornecidas pela CONTRATANTE, inclusive no que diz respeito às normas internas da CONTRATANTE, se houver;

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

5.1.15. Não transferir a terceiros, de qualquer forma, nem mesmo parcialmente, quaisquer responsabilidades assumidas sem o consentimento prévio escrito da CABW de acordo com os termos deste CONTRATO;

5.1.16. Ser responsável por todas as despesas e perdas sofridas pela CABW ou pela Administração, em consequência de possíveis erros cometidos no cálculo de itens quantitativos na proposta, inclusive no que se refere a custos variáveis relacionados a fatos futuros e incertos, assumindo responsabilidade por arcar com o custo destes itens, caso o preço inicialmente indicado na proposta se revele insuficiente para executar o objeto da licitação.

5.1.17. A CONTRATADA será responsável pela prestação de todos os serviços e os mesmos devem ser realizados em conformidade com este CONTRATO;

5.1.18. A CONTRATADA não realizará serviços adicionais sem providenciar com antecedência um orçamento, que deverá ser formalmente aprovado pela CONTRATANTE;

5.1.19. A CONTRATADA designará um administrador para fins de supervisão geral das atividades/serviços, para fins de acompanhamento do CONTRATO e representação com o FISCAL do CONTRATO;

5.1.20. Cumprir todas as exigências da CONTRATANTE, especialmente aquelas relacionadas aos prazos, desempenho e conclusão dos serviços contratados, bem

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como com os requisitos relacionados aos serviços com prazo especial, prioritários e emergenciais;

5.1.21. Observar o horário comercial da CABW, de acordo com a sua conveniência ou necessidade de qualquer mudança, comunicando as alterações ao FISCAL DO CONTRATO com pelo menos 24 (vinte e quatro) horas de antecedência;

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

5.1.23. Comunicar imediatamente, por escrito, à CABW, quaisquer informações relacionadas a erros, falhas encontradas no PROJETO BÁSICO;

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

**5.2. A CONTRATANTE deverá:**

5.2.1.1. A CONTRATANTE, através da assessoria da FISCALIZAÇÃO, devidamente designada para esta função, será obrigada a:

5.2.1.1.1. Nomear uma COMISSÃO DE RECEBIMENTO (COMREC), por meio de documento interno, para receber qualitativa e quantitativamente o objeto deste CONTRATO;

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

5.2.1.3. Exigir o cumprimento de todas as obrigações assumidas pela CONTRATADA, de acordo com as disposições deste CONTRATO e os termos e condições de sua proposta;

5.2.1.4. Providenciar monitoramento dos serviços por um oficial especificamente designado para este fim, que anotará em seu registro qualquer falha encontrada;

5.2.1.5. Informar a CONTRATADA por escrito da ocorrência de quaisquer irregularidades durante a execução dos serviços, e estabelecer um prazo para a sua correção;

5.2.1.6. Pagar à CONTRATADA o montante devido pela prestação de serviços, tal como estabelecido no CONTRATO por meio do recebimento e aceitação de uma FATURA; e

5.2.1.7. Certificar-se que, ao longo do prazo do CONTRATO, todas as condições de elegibilidade e qualificações exigidas no processo de licitação sejam mantidas, em conformidade com as obrigações assumidas pela CONTRATADA;

**6. CLAUSULA – DISCRIMINAÇÃO DOS SERVIÇOS**

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6.1. Os serviços serão realizados pela CONTRATADA conforme as disposições contidas neste Termo e no PROJETO BÁSICO.

6.1.1. Uma descrição detalhada dos serviços para a aquisição de 01 (um) CSSD SISTEMA DE ESTERILIZAÇÃO, incluindo todo o suporte para desenvolvimento e suporte do projeto executivo, planejamento, instalação, treinamento técnico e operacional, garantia e suporte técnico durante todo o processo de estruturação física, instalação e validação, de acordo com as especificações da Direção de Saúde da Aeronáutica – DIRSA) encontra-se no PROJETO BÁSICO.  
6.2. Para a plena realização dos serviços, a CONTRATADA disponibilizará os materiais, equipamentos, ferramentas e aplicativos na quantidade e qualidade necessárias, conforme a proposta e o PROJETO BÁSICO, Anexo A deste CONTRATO.

**7. CLAUSULA – VALOR DO CONTRATO**

7.1. O montante máximo total do contrato é de US\$ [valor], sendo empenhado inicialmente o valor de US\$ [VALOR] através da Nota de Empenho nº [NÚMERO PO], sendo o restante US\$ [VALOR] (VALOR), o complemento da Nota de Empenho acima referida.

**8. CLAUSULA – DOTAÇÃO ORÇAMENTÁRIA**

8.1. Todos os custos resultantes do PROJETO BÁSICO serão suportados de acordo com a seguinte classificação orçamentária: 449052 - EQUIPAMENTO E MATERIAL PERMANENTE, subitem 08, recebido pelo CABW do Plano de Ação do Comando Aeronáutico, com base no Orçamento Geral Brasileiro para o ano fiscal.

**9. CLAUSULA - SUBCONTRATAÇÃO**

9.1. Em caso de subcontratação a mesma deverá seguir as seguintes especificações:  
9.1.1. A subcontratação poderá ser autorizada pelo Chefe da CABW, a seu critério exclusivo e absoluto, através do FISCAL DO CONTRATO.  
9.1.2. A empresa subcontratada deverá comprovar possuir todos os requisitos de qualificação técnica necessários para realizar o serviço, embora a responsabilidade pela qualidade de tais serviços seja da CONTRATADA.  
9.1.3. Em caso de subcontratação, a CONTRATADA continuará sendo plenamente responsável pela supervisão e coordenação das atividades da empresa subcontratada, bem como por responder perante a CONTRATANTE pelo estrito cumprimento das cláusulas contratuais relacionadas ao objeto subcontratado.  
9.1.4. A subcontratação poderá ser autorizada até o limite máximo de 40% (quarenta por cento), do custo global apresentado pela PARTE CONTRATADA.

**10. CLAUSULA – PRAZOS**  
10.1. Prazo de Vigência

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**10.1.1.** Este CONTRATO será válido por **12 (doze) meses**, a contar da data da publicação do extrato no Diário Oficial da União, após assinatura por ambas as partes, e poderá ser prorrogado, se a Administração tiver interesse, por Termo Aditivo, Conforme o Parágrafo 1º do Artigo 57, da Lei Nº 8.666/1993.

**10.2.** Início da execução do Contrato

**10.2.1.** O início da execução do CONTRATO ocorrerá após o recebimento pela CONTRATADA de uma ORDEM DE SERVIÇO, assinada pelo Chefe da CABW, e terminará dentro de **240 (duzentos e quarenta)** dias conforme item 8 do Projeto Básico..

**10.2.1.1.** Excepcionalmente, a CONTRATADA poderá solicitar uma prorrogação de 30 (trinta) dias pela execução do contrato através de pedido formal ao Chefe da CABW através do FISCAL DO CONTRATO.

**10.2.1.2.** No caso mencionado acima, a CONTRATADA deverá apresentar uma justificativa satisfatória para a prorrogação.

**10.2.1.3.** O não cumprimento do prazo de execução deste CONTRATO, que comprove defeitos na mão de obra ou alocação inadequada de mão de obra ou materiais, sem o equipamento necessário para a realização do serviço, a falta de progresso no projeto, incapacidade de coordenar o trabalho ou inexecução do trabalho dentro do prazo não poderão ser citados como motivos pelo pedido de prorrogação.

**10.3.** Prorrogação do Contrato

**10.3.1.** A CONTRATADA não tem o direito de prorrogar o CONTRATO unilateralmente. O CONTRATO pode ser prorrogado por acordo entre as partes e a execução de um Termo Aditivo conforme o Art. 57 da Lei Nº 8.666/93.

**10.4.** Data de pagamento

**10.4.1.** O prazo será de 30 (trinta) dias consecutivos contados a partir da data do termo de recebimento emitido pela Comissão de Recebimento (COMREC).

**11. CLAUSULA – GARANTIA FINANCEIRA**

**11.1.** A apresentação de uma garantia financeira será exigida da CONTRATADA, no montante de 1% (um por cento) do máximo valor total do CONTRATO, dentro de 10 (dez) dias úteis após a assinatura do CONTRATO, para que a Ordem de Serviço possa ser assinada, e consequentemente, a execução do CONTRATO possa iniciar. A CONTRATADA poderá fornecer a garantia financeira nas seguintes modalidades, à discricção da CONTRATANTE:

**11.1.1.** Caução em dinheiro ou em títulos da dívida pública; ou

**11.1.2.** Fiança Bancária

**11.1.2.1.** A garantia de que não cobrir todos os possíveis riscos e perdas associadas com a execução do Contrato não será aceita.

**11.2.** A garantia financeira deverá ser válida pelo período de validade do CONTRATO.

**11.3.** Se o montante da garantia for utilizado, em todo ou em parte, a CONTRATADA deverá repor o respectivo montante dentro de 5 (cinco) dias úteis, a partir da data de informação.

**11.4.** Após a conclusão do CONTRATO, e verificação do cumprimento de todas as obrigações da CONTRATADA, a garantia fornecida pela CONTRATADA será liberada e devolvida.



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**12. CLÁUSULA - GARANTIA TÉCNICA**

12.1. Uma descrição detalhada da Garantia de Aquisição de Equipamentos Médicos, incluindo instalação, treinamento, garantia e suporte técnico, de acordo com termos, quantidades e outros requisitos aplicáveis estabelecidos nas Especificações Técnicas, Anexo I, do Projeto Básico estão fornecidas no item 12 do Projeto Básico.

**13. CLÁUSULA - SUPORTE TÉCNICO**

13.1. A CONTRATADA deverá fornecer suporte técnico, caso a caso, de acordo com o PROJETO BÁSICO e os Anexos Técnicos relevantes.

13.2. O licitante deve ter a capacidade de realizar o suporte técnico no local onde o equipamento será instalado com o tempo de resposta de 24 horas (dias de trabalho / não úteis) a partir do pedido de suporte técnico.

13.3. Todas as despesas relacionadas ao suporte técnico são responsabilidade da CONTRATADA. Portanto, os custos de suporte técnico devem ser incluídos na proposta de preço.

**14. CLÁUSULA - ALTERAÇÕES CONTRATAIS**

14.1. Conforme o Artigo 65, § 1, da Lei Nº 8.666/93 (Brasil), a CONTRATADA fica obrigada a aceitar, nas mesmas condições e nos mesmos termos contratuais, quaisquer alterações envolvendo acréscimos ou supressões que se tornarem necessários, à discricção do CABW, até o limite de 25% (vinte e cinco por cento) do valor total inicial do CONTRATO.

14.1.1. Como as demandas estimadas devido às características do OBJETO deste CONTRATO, as deduções no montante que excedam o limite de 25% (vinte e cinco por cento) do Contrato poderão ocorrer durante a execução do CONTRATO à discricção exclusiva da CONTRATANTE.

14.1.2. O conjunto de acréscimos e supressões será calculado com base nas expedições iniciais ou nos serviços a serem providenciados conforme este CONTRATO, caso a caso, sem nenhum tipo de compensação até os limites acima mencionados.

**15. CLÁUSULA - CRITÉRIO AJUSTE DE PREÇOS E DURAÇÃO**

15.1. O preço a ser contratado com o LICITANTE VENCEDOR deve ser o oferecido para a Licitação e deve ser firme e fixo (FFP – por sua sigla em inglês).

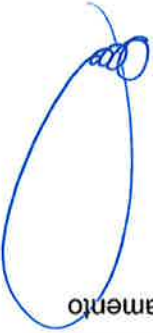
15.2. A duração da execução do contrato deve ter o tempo máximo estimado para a conclusão do PROCESSO DE AQUISIÇÃO apresentado pela empresa na proposta de preço, que deve incluir o tempo máximo estimado para entrega em 90 dias, instalação em 60 dias e treinamento em 90 dias.

**16. CLÁUSULA - PROCESSO DE AQUISIÇÃO**

16.1. O processo de aquisição inclui:

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**16.1.1.** A instalação do equipamento será no local designado no HFAG de acordo com a requisição.

**16.1.2.** A conformidade do equipamento no que diz respeito à instalação, operacionalidade e desempenho de cada equipamento.

**16.1.3.** Treinamento para operação do equipamento.

**16.1.3.1.** O equipamento é considerado ACEITO após a conclusão do Processo de Aquisição por meio da emissão do TERMO DE RECEBIMENTO DEFINITIVO pela COMREC.

**16.1.3.2.** A ACEITAÇÃO ocorrerá após a entrega de todos os documentos relacionados ao equipamento (manual técnico e operacional em português, prazo de garantia, fatura, registro de garantia e registro da ANVISA), entrega do plano de manutenção contendo as intervenções periódicas, conforme determinado pelo fabricante durante a período de garantia estabelecido de 12 meses.

**16.1.3.3.** A ACEITAÇÃO inclui o processo de catalogação de acordo com o item 6 do PROJETO BÁSICO.

### 17. CLÁUSULA - PAGAMENTO

**17.1.** O prazo de pagamento será de 30 (trinta) dias corridos a partir da data em que o prazo de recebimento seja emitido pela Comissão de Recebimento. O pagamento total ocorrerá da seguinte forma:

**17.1.1.** 80% na entrega no HFAG - Hospital de Força Aérea do Galeão - HFAG por meio do TERMO DE RECEBIMENTO PROVISÓRIO, emitido pela COMREC; e

**17.1.2.** 20% na conclusão da instalação e treinamento, conforme especificado na ESPECIFICAÇÃO TÉCNICA, Anexo I do PROJETO BÁSICO, por meio do TERMO DE RECEBIMENTO DEFINITIVO (ACEITAÇÃO), emitido pela COMREC.

**17.2.** A emissão de faturas pode ser realizada em parte, já que o serviço está sendo concluído pela Contratada.

### 18. CLÁUSULA - FISCALIZAÇÃO

**18.1.** O FISCAL deverá ser um agente (ou agentes) da Administração, especificamente designado/s pela Administração, de acordo com os preceitos estabelecidos pela Lei Nº 8.666/1993, ICA nº 65-8/2009 (Atribuições do FISCAL e da Comissão de Recebimento) e ICA nº 12-23/2017 (Inspeção e Recebimento de mercadorias, serviços e aplicação de sanções administrativas) para monitorar o cumprimento do CONTRATO a ser executado.

**18.2.** A fiscalização da execução do CONTRATO consiste na verificação da conformidade dos serviços e a alocação dos recursos necessários.

**18.3.** Verificação do adequado cumprimento contratual deve ser realizada com base nos critérios estabelecidos no PROJETO BÁSICO e de acordo com os termos contratuais.

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18.4. O desempenho contratual deve ser acompanhado e inspecionado, através dos instrumentos de supervisão, incluindo o acompanhamento do cumprimento das obrigações decorrentes do CONTRATO.

18.5. O FISCAL deve fazer constar em seus registros todos os eventos relacionados com a execução do CONTRATO.

18.6. O acompanhamento do desempenho contratual realizado pela CONTRATANTE não elimina a responsabilidade da CONTRATADA, inclusive perante terceiros, mesmo que decorrentes de imperfeições técnicas, falhas ou o uso inadequado dos equipamentos. A ocorrência de tais incidentes não implica na responsabilidade compartilhada da CONTRATANTE, de seus representantes ou empregados.

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

18.8. O FISCAL deverá, adicionalmente, realizar os seguintes procedimentos:

18.8.1. Observar e cumprir, quando aplicável, todos os procedimentos estabelecidos na ICA 65-8/2009 e ICA 12-23/2017;

18.8.2. Monitorar o desenvolvimento de todas as solicitações de serviço emitidas para a CONTRATADA;

18.8.3. Entregar para avaliação, pelo ORDENADOR DE DESPESAS todas as propostas, para questionamento, discrepâncias e dificuldades encontradas durante a execução do CONTRATO, ou as que requerem aprovação e/ou decisão;

18.8.4. Receber as FATURAS, comparando-as aos montantes estabelecidos neste CONTRATO, certificando-as e, por fim, encaminhando-as ao ORDENADOR DE DESPESA para aprovação;

18.8.5. TODAS AS INVOICES devem ser faturas de serviço, detalhando no mínimo, os valores unitários e totais de cada custo, bem como os valores de imposto cobrados, custos de processamento e descontos oferecidos. Todos os documentos comprobatórios deverão ser anexados à INVOICE para validação pela COMREC;

18.8.6. Caso hajam outros insumos que possam afetar o custo, os mesmos devem ser detalhados; e

18.8.7. Emissão, até o quinto dia do mês seguinte, de Relatório de Situação Contratual, conforme 65-8/2009 e ICA 12-23/2017 da Administração.

## 19. CLAUSULA - RECEBIMENTO DO OBJETO

19.1. Os serviços contemplados por este CONTRATO serão recebidos pela Comissão de Recebimento (COMREC), de acordo com as especificações estabelecidas no PROJETO BÁSICO, Anexo A deste CONTRATO.

19.2. É da responsabilidade da COMISSÃO DE RECEBIMENTO (COMREC):

19.2.1. Emitir o Termo de Recebimento;

19.2.2. Certificar-se que a CONTRATADA siga a descrição de todos os serviços que são objeto do PROJETO BÁSICO;

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19.2.3. Receber os serviços ou rejeita-los de acordo com as especificações estabelecidas no PROJETO BÁSICO, em até 10 (dez) dias corridos;  
19.2.4. Uma vez aprovadas, as faturas serão enviadas para a Divisão de Contratos da CABW; e  
19.2.5. Todas as propostas, perguntas, discrepâncias e dificuldades encontradas durante a execução do CONTRATO ou que necessitem de uma avaliação devem ser apresentadas à FISCALIZAÇÃO, para apreciação do Chefe da CABW.

**20. CLAUSULA - TRANSPORTE DA CENTRAL MÉDICA DE ESTERILIZAÇÃO**

20.1. Todas as despesas de transporte e seguro, incorridas no envio de equipamentos defeituosos/entregas e todas as despesas de transporte e seguro incorridas, serão responsabilizadas da CONTRATADA.

20.2. O equipamento deve ser enviado para: Comissão Brasileira de Aeronáutica - BACW, Endereço 4601 Beech Road, Temple Hills, MD, 20748.

20.3. Se o material estiver localizado na Europa, ele deve ser enviado para um dos nossos armazéns na Europa. A CONTRATADA deve seguir todos os requisitos e documentos listados no Capítulo XII do nosso Terms & Conditions, disponível <https://www.cabw.org/cabw/site/Terms And Conditions.pdf>.

20.4. É importante que os materiais obedeçam um DFE máximo de entrega de 90 dias a partir do recebimento do Pedido de Compra.

**21. CLAUSULA - CASOS FORTUITOS E FORÇA MAIOR**

21.1. Eventos imprevisíveis ou de força maior devem ser comunicados por escrito ao Chefe da CABW, por meio do FISCAL, de modo que ele possa decidir o curso da ação apropriada, 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 destinem 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 art. 57, inciso II, §1º da Lei nº 8.666/93.

**22. CLAUSULA - INSTALAÇÃO DOS EQUIPAMENTOS**

22.1. Todos os detalhes e obrigações sobre a instalação do CSSD SISTEMA DE ESTERILIZAÇÃO estão fornecidos no PROJETO BÁSICO e seus Anexos.

**23. PENALIDADES E SANÇÕES ADMINISTRATIVAS**

23.1. 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.  
23.2. Falha em cumprir o CONTRATO como um todo ou em parte ou qualquer violação das obrigações constantes no Edital e neste CONTRATO, sujeitará a CONTRATADA, sem prejuízo de outras penalidades civis e criminais, a todos e quaisquer danos e recursos disponíveis à

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contratação pela CONTRATANTE, nos termos deste CONTRATO ou da lei aplicável, assegurando o devido processo legal, às seguintes penalidades:

**23.2.1.** Advertência é a sanção administrativa aplicada quando a CONTRATADA infringir, pela primeira vez, obrigações afetadas ao atraso nos prazos contratuais ou apresentação de nota fiscal com incorreção, ou ainda, pelo não cumprimento de orientações de 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 PAAL.

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

**23.2.3.** 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:

**23.2.3.1.** 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

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

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

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

**23.5.** Após as ações previstas nos itens anteriores, e caso persista a negativa de pagamento da multa, o Ordenador de Despesas (titular ou delegado) da CABW, 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.

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

**23.7.** Da aplicação das multas previstas nos itens anteriores, caberá recurso no prazo de 5 (cinco) dias úteis, consoante o disposto no art. 109, inciso I, alínea "f" da Lei nº 8.666/93.

**23.8.** A suspensão temporária de participação em licitação e o impedimento de contratar com a Administração, nos termos do artigo 87, inciso III da Lei nº 8.666/1993, combinado com o artigo 9º, da Lei nº 10.520/2002, serão aplicados, no âmbito do COMAER, com a seguinte graduação:

**23.8.1. Por até 30 (trinta) dias:**

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



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- 23.8.1.2. Na perturbação de qualquer ato da sessão pública da licitação.
- 23.8.2. Por até 3 (três) meses:
  - 23.8.2.1. Na desistência de proposta, sem que haja justo motivo decorrente de fato superveniente;
  - 23.8.2.2. Na arguição da inexequibilidade dos próprios preços ofertados; e
  - 23.8.2.3. Na interposição de recurso manifestamente protelatório.
- 23.8.3. Por até 6 (seis) meses:
  - 23.8.3.1. 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;
  - 23.8.3.2. Na falta de apresentação de garantia contratual, nos termos deste CONTRATO, se aplicável;
  - 23.8.3.3. Na reincidência da prática de ilícito sancionável na forma das Alíneas "23.8.1" e "23.8.2" deste item, em prazo inferior a 24 (vinte e quatro) meses;
  - 23.8.3.4. Na aplicação da segunda sanção administrativa de multa nesta contratação;
  - 23.8.3.5. 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
  - 23.8.3.6. 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;
- 23.8.4. Por até 12 (doze) meses:
  - 23.8.4.1. Quando a CONTRATADA retardar imotivadamente a execução do serviço, que implique em rescisão contratual;
  - 23.8.4.2. 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
  - 23.8.4.3. Na reincidência de prática de inadimplemento sancionável na forma do item "23.8.3", em prazo inferior a 36 (trinta e seis) meses.
- 23.8.5. Por até 24 (vinte e quatro) meses:
  - 23.8.5.1. Na prática de ato ilícito, visando frustrar os objetivos da licitação, tais como: a formação de conluio ou de cartel;
  - 23.8.5.2. Na apresentação de documentos "fraudulentos", "adulterados", "falsos" ou "falsificados";
  - 23.8.5.3. Na emissão de "declaração falsa";
  - 23.8.5.4. Na condenação definitiva pela prática dolosa de fraude fiscal no recolhimento de tributos relacionados ao contrato;
  - 23.8.5.5. Na paralisação do serviço sem justo motivo e sem prévia comunicação à Administração;
  - 23.8.5.6. Na entrega de material "falsificado" ou "adulterado", utilizando-se de artimanhas para ludibriar a Administração;

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**23.8.5.7.** Na inexecução contratual da qual resultem graves prejuízos à Administração; e

**23.8.5.8.** Na reincidência da prática de inadimplemento sancionável na forma do item "23.8.4", em prazo inferior a 48 (quarenta e oito) meses.

**23.9.** 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.

**23.10.** Entende-se por falhar na execução do CONTRATO não concluir a prestação do serviço de acordo com o PROJETO BÁSICO contido neste CONTRATO.

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

**23.12.** O PAAI de aplicação da Declaração de Inidoneidade será encaminhado ao Ministro de Estado da Defesa, via cadeia de comando e após parecer da COJAEF, 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:

**23.12.1.** Tenha a PARTE CONTRATADA sofrido condenação definitiva pela prática, por meios dolosos, de fraude fiscal no recolhimento de quaisquer tributos;

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

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

**23.12.4.** Constatado, pelo Tribunal de Contas da União, da ocorrência de fraude comprovada à licitação.

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

**23.14.** 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.

**24. CLAUSULA - VINCULAÇÃO**

**24.1.** Este CONTRATO fica condicionado ao Edital nº 174013/CABW/2017, e à Proposta de Prego da CONTRATADA, apresentada pela empresa XXXXXXXXXX para à CABW.

**25. CLAUSULA - RESCISÃO**

**25.1.** 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:

**25.1.1.** O não cumprimento de cláusulas contratuais, especificações, projetos e prazos;  
**25.1.2.** Cumprimento irregular de cláusulas contratuais, especificações, projetos e prazos;

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- 25.1.3. A lentidão do seu cumprimento, levando a CONTRATANTE a comprovar a impossibilidade da conclusão dos serviços nos prazos estipulados;
- 25.1.4. Atraso injustificado no início dos serviços;
- 25.1.5. A paralisação do serviço, sem justa causa e prévia comunicação à PARTE CONTRATANTE;
- 25.1.6. O não atendimento das determinações regulares da autoridade designada para acompanhar e fiscalizar a sua execução, assim como as de seus superiores;
- 25.1.7. O cometimento reiterado de faltas na sua execução, anotadas na forma do art. 67, §1º da Lei 8.666/93;
- 25.1.8. Decretação de falência ou a instauração de insolvência civil da CONTRATADA;
- 25.1.9. Dissolução da sociedade ou o falecimento do contratado;
- 25.1.10. Alteração social ou a modificação da finalidade ou da estrutura da CONTRATADA, que prejudique a execução do CONTRATO;
- 25.1.11. 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;
- 25.1.12. A suspensão dos serviços, por ordem escrita da CONTRATANTE, por prazo superior a 120 (cento e vinte) dias, salvo em caso de calamidade pública, grave perturbação interna ou guerra, ou ainda por repetidas suspensões que totalizem o mesmo prazo. Além do pagamento obrigatório de indenização à CONTRATADA, esta também tem o direito nestes casos de suspender o cumprimento de suas obrigações até que a normalidade seja alcançada;
- 25.1.13. 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;
- 25.1.14. Falha da CONTRATANTE em disponibilizar as instalações ou o objeto para a realização de serviços dentro dos prazos estabelecidos;
- 25.1.15. Casos fortuitos ou de força maior que impeçam a execução do CONTRATO, que deve ser devidamente demonstrado;
- 25.1.16. Descumprimento do disposto no art. 27, inciso V da Lei nº 8.666/93, sem prejuízo das sanções penais cabíveis.
- 25.2. A rescisão será formalmente registrada sob a lei, com os direitos ao devido processo legal e ampla defesa assegurados.
- 25.3. A rescisão deste CONTRATO poderá ser:
- 25.3.1. Decida unilateralmente e por escrito pela CONTRATANTE nos casos listados nos itens 25.1.1 a 25.1.10 e 25.1.16 desta cláusula;
- 25.3.2. Amigável, por acordo entre as partes, reduzida a termo aditivo ao CONTRATO, desde que conveniente para a CONTRATANTE; e
- 25.3.3. Judicialmente, nos termos da legislação aplicável.





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

25.5. Quando a rescisão se basear nos itens 25.1.11 a 25.1.15 desta CLÁUSULA, sem culpa da CONTRATADA, tem direito a receber os pagamentos devidos pela execução do CONTRATO até a data de rescisão. Em nenhuma circunstância, a CONTRATADA terá direito a quaisquer danos indiretos ou consequentes, incluindo lucros cessantes, devido à rescisão.

25.6. A rescisão pelo descumprimento das cláusulas contratuais deve dar causa à utilização da garantia financeira, para compensar a CONTRATANTE pelas multas e indenizações devidas. Quaisquer créditos decorrentes do CONTRATO serão retidos até os limites das perdas causadas à CONTRATANTE, além das sanções previstas no presente Termo.

25.7. O Termo de Rescisão deve incluir:

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

25.7.2. Lista de pagamentos efetuados e pagamentos devidos;

25.7.3. Indenizações e multas.

## 26. CLÁUSULA – FORO JURÍDICO

26.1. 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.

26.2. 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 23 deste CONTRATO.

26.3. Em casos excepcionais ou em caso de circunstâncias que possam afetar o cumprimento das obrigações assumidas pela CONTRATANTE e pela CONTRATADA, ou na eventualidade de restrições das leis brasileiras e do COMAER, as Partes poderão escolher a mediação internacional de uma das Câmaras Internacionais de Arbitragem reconhecidas pela CONTRATANTE e pela CONTRATADA.

26.3.1. A decisão da Câmara Internacional de Arbitragem será final, definitiva e reconhecida pela CONTRATADA e CONTRATANTE, porém deverá ser encaminhada ao Superior Tribunal de Justiça, conforme previsto no art. 105, "I", da Constituição da República Federativa do Brasil, para produzir seu efeito legal.

26.4. 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, às quais as partes se submetem irreversivelmente pelo presente CONTRATO.

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**27. CLAUSULA - NOTIFICAÇÕES E CORRESPONDÊNCIAS**

27.1. Todas 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.

**CONTRATANTE:**

COMISSÃO AERONÁUTICA BRASILEIRA EM WASHINGTON DC - CABW  
1701 22<sup>nd</sup> St N.W, Washington, D.C. 20008 / USA  
Attn: Col LEONARDO GUEDES  
Phone: 202/518-7359  
Fax: 202/483-4684  
E-mail: [con@cabw.org](mailto:con@cabw.org)

**CONTRATADA**

Nome da CONTRATADA  
A/C: Sr./ Sra- Nome do/ da Representante Legal  
ENDEREÇO  
Telefone  
Fax  
E-mail:

**28. CLAUSULA - SUSTENTABILIDADE**

28.1. Caso enquadre-se nas hipóteses do Art. 20 da Lei nº 12.305/2010 – Política Nacional de Resíduos Sólidos, a CONTRATADA deverá elaborar plano de gerenciamento de resíduos sólidos, sujeito à aprovação da autoridade competente.  
28.2. Para a elaboração, implementação, operacionalização e monitoramento de todas as etapas do plano de gerenciamento de resíduos sólidos, nelas incluído o controle da disposição final ambientalmente adequada dos rejeitos, será designado responsável técnico devidamente habilitado.  
28.3. São proibidas à CONTRATADA as seguintes formas de destinação ou disposição final de resíduos sólidos ou rejeitos:  
28.3.1. Lançamento em praias, no mar ou em quaisquer corpos hídricos;  
28.3.2. Lançamento *in natura* a céu aberto, excetuados os resíduos de mineração;  
28.3.3. Queima a céu aberto ou em recipientes, instalações e equipamentos não licenciados para essa finalidade; e  
28.3.4. Outras formas vedadas pelo poder público.

**29. CLAUSULA - NÚMERO DE CÓPIAS**

29.1. Fica aqui concordado que este CONTRATO será emitido em 2 (duas) vias originais, de igual teor e forma, da seguinte forma:  
29.1.1. (Uma) via original para a CONTRATANTE; e

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Agente de Controle Interno  
NOME/Posto

Fiscal do Contrato  
NOME/Posto

.....ID n° .....  
NOME:

TESTEMUNHAS da CONTRATADA:

Fiscal do Contrato

NOME

Agente de Controle Interno da CABW

TESTEMUNHAS:

NOME

Para a CONTRATADA:

\_\_\_\_\_  
Chefe da CABW

Para a CONTRATANTE:

Rio de Janeiro, [DIA] [Mês] [ANO].

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

29.1.2. (Uma) via original para a CONTRATADA.

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MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA  
PARQUE DE MATERIAL AERONÁUTICO DO GALEÃO



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# PROJETO BÁSICO

## ANEXO A

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# PROPOSTA DE PREÇO

ANEXO B

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MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA  
PARQUE DE MATERIAL AERONÁUTICO DO GALEÃO



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Agente de Controle Interno  
NOME/Posto

Fiscal do Contrato  
NOME/Posto

**CRONOGRAMA FISICO-FINANCIERO**

**ANEXO C**

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MINISTÉRIO DA DEFESA  
COMANDO DA AERONAUTICA  
PARQUE DE MATERIAL AERONAUTICO DO GALEÃO





INVITATION FOR BID 67102.174013/CABW/2017  
PAG 67102.174013/2017-11

CONTRACT [CT]/CABW/2018



BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

ANNEX III



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PAG Nº: 67102.174013/2017-11 CONTRACT Nº [CT#]/CABW/2017  
CONTRACT FOR THE ACQUISITION OF 01 (ONE) CSSD STERILIZATION SYSTEM, INCLUDING  
INSTALLATION, TRAINING, WARRANTY AND TECHNICAL SUPPORT, WHICH THE BRAZILIAN  
GOVERNMENT HEREBY ENTERS INTO, THROUGH BRAZILIAN AERONAUTICAL COMMISSION, AND THE  
COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

The Brazilian Government, through the Brazilian Aeronautical Commission in Washington, with main office located at 1701 22<sup>nd</sup> St N.W, Washington, D.C. 20008, represented herein by **COI LEONARDO GUEDES**, in the use of his legal attributions, as per Directive nº 50, issued by the Ministry of Aeronautics on January 29, 1953, and as per Art. 61 of Brazilian Federal Law nº 8,666/93, hereinafter referred to as the CONTRACTING PARTY, and the company [COMPANY'S NAME], with main office located at [CITY], ZIP [POSTAL CODE], in the Municipality [STATE/MUNICIPALITY], hereinafter the CONTRACTED PARTY, represented herein by Mr. [LEGAL REPRESENTATIVE'S NAME], bearer of ID nº [ID NUMBER], and bearing in mind the content of PAG nº 67102.174013/2017-11, and the final result of the Invitation for Bid nº 174013/CABW/2017, based on the principles of Law nº 8,666/93, Decree nº 2.271, of 1997, and Normative Instruction SLTI/MPOG nº 2, of April 30, 2008, and related legislation, hereby decide to enter into this agreement and execute this instrument, in accordance with the following terms and conditions:

**1. CLAUSE - OBJECT**

1.1. The object of this CONTRACT is the Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements established in the Basic Project, Annex A of this CONTRACT.  
1.2. The intended acquisition is planned to provide 01 (one) CSSD STERILIZATION SYSTEM, including all support for executive project development, lay out, installation, operational and technical team training, assurance and technical support during all process of physical structuring, installation, validation, according to the requisitions of the Directorate of Health of the Aeronautics - DIRSA.  
1.3. A detailed description of the services for the Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements, is provided in the BASIC PROJECT and its Annexes.  
1.4. For all intents and purposes, this CONTRACT includes the following annexes:

- ANNEX A - BASIC PROJECT;
- ANNEX B - PRICE PROPOSAL FROM THE CONTRACTED PARTY;
- ANNEX C - PHYSICAL AND FINANCIAL SCHEDULE; and

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**ANNEX D - PORTUGUESE VERSION OF THE CONTRACT**

**2. CLAUSE - PERFORMANCE**

2.1. The object of this CONTRACT shall be performed under the form of indirect performance by the CONTRACTED PARTY, in the modality of task work of LOWEST GLOBAL PRICE.

**3. CLAUSE - LANGUAGE**

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

**4. CLAUSE - CONDITIONS TO PROVIDING SERVICE**

4.1. The services shall be performed by the CONTRACTED PARTY as described herein and in BASIC PROJECT, Annex A of this CONTRACT.

**5. CLAUSE - OBLIGATIONS**

5.1. In addition to that set forth in the BASIC PROJECT, the **CONTRACTED PARTY** shall be required to:

- 5.1.1. Perform services in accordance with the specifications in the BASIC PROJECT and its proposal with the resources necessary for full compliance with the provisions of this CONTRACT;
- 5.1.2. Strictly observe specifications and instructions contained in the Invitation for Bid;
- 5.1.3. Take full responsibility for the performance of the contracted services;
- 5.1.4. Ensure supply of all material and equipment required for full and perfect fulfillment of contractual obligations;
- 5.1.5. Take responsibility for the selection, qualification, transportation, meals, lodging, contracting and termination of its employees, as well as for their legal situation with labor, transit, insurance, health and welfare authorities. The CONTRACTED PARTY's failure to fulfill the obligations set forth herewith does not make the CONTRACTING PARTY responsible for payment;
- 5.1.6. Take responsibility, furthermore, for all damages directly caused to the CONTRACTING PARTY, arising from the performance of services by CONTRACTED PARTY'S employees or appointed agents;
- 5.1.7. Provide all clarification requested by the CONTRACTING PARTY, immediately addressing any complaints;
- 5.1.8. Replace, at no cost to the CONTRACTING PARTY, all material or equipment provided suffering from any type of damage caused by poor use by its employees, or which has been rejected during inspection tests;

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5.1.9. The CONTRACTED PARTY is prohibited from disclosing to third parties any information regarding the nature or progression of service performance contemplated by this CONTRACT, as well as from notifying the written or oral press, including television and/or any other means of public disclosure, except with explicit consent of the CONTRACTING PARTY.

5.1.10. Bear all civil liability for each and every performed services and for damages caused by action or omission on the part of CONTRACTED PARTY'S employees, workers, agents, or representatives, whether intentionally or not, before the Brazilian Government (Brazilian Air Force Command) and other third parties;  
5.1.11. Use qualified employees who have essential knowledge of the services that will be performed in accordance with the rules and regulations in effect;  
5.1.12. Be responsible for all labor, social, and tax obligations, as well as for any other duties or obligations provided for under specific legislation, the violation of which shall not carry a liability to the CONTRACTING PARTY;

5.1.13. Instruct its employees on the need to follow the guidelines provided by the CONTRACTING PARTY, including with regard to CONTRACTING PARTY'S internal regulations, if any;

5.1.14. Maintain throughout the term of this CONTRACT, consistent with the obligations assumed, all conditions of eligibility and qualification required in the bidding process;  
5.1.15. Not transfer to third parties, in any way, not even partially, any of the responsibilities assumed without the express prior written approval of the BACW in accordance with the terms of this CONTRACT;

5.1.16. Be responsible for any costs and losses suffered by BACW or the Administration resulting from any possible mistakes made in calculating the quantitative items in its proposal, including with regard to variable costs associated with future and uncertain facts, being responsible for covering those items should what was initially provided for in its proposal not be enough to perform the object of the bidding process.  
5.1.17. All services performed by the CONTRACTED PARTY shall be the responsibility of the CONTRACTED PARTY and shall be performed in accordance with this CONTRACT;

5.1.18. The CONTRACTED PARTY shall not perform any extra service without first providing an estimated budget, which is to be formally authorized by the CONTRACTING PARTY;  
5.1.19. The CONTRACTED PARTY shall appoint a Manager for the purpose of overall management of the activities/services, following up on the CONTRACT and representation with the CONTRACT MONITOR;

5.1.20. Comply with all the CONTRACTING PARTY'S requirements, especially those related to deadlines, performance and conclusion of the contracted services, as well as the requirements related to the services under special deadline, priority and emergency;

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**5.1.21.** Abide by CABW's business hours, and according to its convenience or need for any change, communicate the change to the CONTRACT MONITOR, with at least 24 (twenty four) hours in advance;  
**5.1.22.** Be responsible for any claims and financial burden that may arise from any law suits, or damage caused directly or indirectly by the CONTRACTED PARTY, and that may possibly be argued against BACW, by third parties;  
**5.1.23.** Promptly communicate, in writing to BACW, any and all information related to any errors, mistakes or flaws found in the BASIC PROJECT;  
**5.1.24.** Use of adequate equipment and tools, to allow for proper execution of the services, and utilize efficient and safe work methods;  
**5.2.** The CONTRACTING PARTY shall be required to:

**5.2.1.** The CONTRACTING PARTY, through the assistance of the CONTRACT MONITOR, duly designated for that function, shall:  
**5.2.1.1.** Appoint a RECEIVING COMMISSION (COMREC), through Internal document, to carry out receipt of the qualitative and quantitative object of this CONTRACT;  
**5.2.1.2.** Provide all the conditions for the CONTRACTED PARTY to be able to perform its services in accordance with the provision of this CONTRACT, the Invitation to Bid and its Annexes, and particularly the BASIC PROJECT;  
**5.2.1.3.** Require compliance with all obligations assumed by the CONTRACTED PARTY in accordance with the provisions of this CONTRACT and the terms and conditions of its proposal;  
**5.2.1.4.** Provide monitoring of services by an official specifically designated for that purpose, who shall record in his own log any flaws found;  
**5.2.1.5.** Notify the CONTRACTED PARTY in writing of the occurrence of any irregularities during the performance of services, and establish a deadline for their correction;  
**5.2.1.6.** Pay the CONTRACTED PARTY the amount due for the provision of services, as established in this CONTRACT through the receipt and acceptance of an INVOICE; and  
**5.2.1.7.** See to it that, throughout the term of the CONTRACT, all conditions of eligibility and qualifications required in the bidding process are maintained, consistent with the obligations assumed by the CONTRACTED PARTY.

**6. CLAUSE - DISCRIMINATION OF SERVICE**

**6.1.** The services shall be performed by the CONTRACTED PARTY as described herein, and in the BASIC PROJECT and its Annexes.

**6.1.1.** A detailed description of the acquisition of 01 (one) CSSD STERILIZATION SYSTEM, including all support for executive project development, lay out, installation, operational and technical team training, assurance and technical support during all process of physical structuring, installation, validation, according to the requisitions of

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the Directorate of Health of the Aeronautics – DIRSA, is provided in the BASIC PROJECT.

6.2. For full completion of the services, the CONTRACTED PARTY shall make available the materials, equipment, tools and appliances in the necessary quantity and quality, in accordance with the proposal and the BASIC PROJECT, Annex A of this CONTRACT.

**7. CLAUSE – AMOUNT OF THE CONTRACT**

7.1. The maximum total amount of this CONTRACT is US\$ [AMOUNT], being initially provided the value of US\$ [AMOUNT] through the Purchase Order n° [PO NUMBER], being the remaining US\$ [AMOUNT], the complement for the above mentioned Purchase Order.

**8. CLAUSE – BUDGETARY APPROPRIATION**

8.1. All costs resulting from this BASIC PROJECT shall be supported according to the following budget classification: 449052 – EQUIPMENT AND PERMANENT MATERIAL, sub-item 08, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.

**9. CLAUSE - SUBCONTRACTING**

9.1. In case there is sub-contracting, it shall abide by the following guidelines:

9.1.1. Sub-contracting may be authorized by the BACW's Chief, in his sole and absolute discretion, through the CONTRACT MONITOR.  
9.1.2. Sub-contractor shall prove having the technical qualification to perform the services, even though, the responsibility for the quality of such services lies on the CONTRACTED PARTY.  
9.1.3. In the event of sub-contracting, the CONTRACTED PARTY shall still bear full responsibility for full performance of the Contract, being responsible for supervising and coordinating the activities of the sub-contractor, as well as responding before the CONTRACTING PARTY for strict compliance with the Contract agreements related to the object that was subcontracted.

9.1.4. Subcontracting may be allowed for a limit not to exceed 40% (forty percent) of the global costs presented by the CONTRACTED PARTY.

**10. CLAUSE – TERMS**

**10.1. Term of Validity**

10.1.1. This CONTRACT shall be valid for **12 (twelve) months**, starting on the date on which its abstract is published in the Official Gazette ('D.O.U.'), after it has been signed by both parties, and may be extended, if the Administration is interested in doing so, through an Amendment, as per Paragraph 1<sup>st</sup> of Art. 57 of Law n° 8.666/1993.

**10.2. Start of the contract performance**

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**10.2.1.** The start of the performance of this CONTRACT shall begin after CONTRACTED PARTY receives a SERVICE ORDER signed by BACW's Chief, and shall be concluded within **240 (two hundred forty)** days, in accordance with item 8 of the Basic Project.

**10.2.1.1.** Exceptionally, the CONTRACTED PARTY may request an extension of 30 days for the contract performance by formal request to the BACW's Chief through the CONTRACT MONITOR.

**10.2.1.2.** In the mentioned request, the CONTRACTED PARTY must present a compelling rationale for the extension.

**10.2.1.3.** Failing to commence work as required by this CONTRACT, proving poor workmanship or improperly allocating labor and materials, lacking the proper equipment needed to perform the work, failing to make progress with the project, failing to coordinate work, or failing to perform work on time shall not be used as rationale for performance extension.

**10.3. Extending the Contract**

**10.3.1.** The CONTRACTED PARTY does not have the right to unilaterally extend the CONTRACT. The CONTRACT may only be extended by agreement between the parties and the execution of an Amendment as per Art. 57 of Law nº 8.666/93.

**10.4. Payment Due Date**

**10.4.1.** The deadline for payment shall be within 30 (thirty) calendar days from the date the term of receipt is issued by the Receipt Commission (COMREC).

**11. CLAUSE - FINANCIAL GUARANTEE**

**11.1.** The provision of a Contract Guarantee shall be required from the CONTRACTED PARTY, in the amount of 1% (one percent) of the total maximum amount of the CONTRACT, within 10 (ten) business days from the signature of the CONTRACT, in order that the Service Order may be signed, and consequently, the execution of the CONTRACT can begin. The CONTRACTED PARTY can provide the Financial Guarantee in the following modalities in the discretion of the CONTRACTING PARTY:

**11.1.1.** Security Deposit in the form of monies or bonds; or

**11.1.2.** Bank guarantee.

**11.1.2.1.** A guarantee that does not cover all the possible risks and losses associated with the performance of the Contract shall not be accepted.

**11.2.** The Financial Guarantee must be valid throughout the term of the CONTRACT.

**11.3.** If the amount of the guarantee is used, in whole or in part, by the CONTRACTING PARTY, as compensation for any losses caused by the CONTRACTED PARTY's conduct during the performance of the Contract, the CONTRACTED PARTY shall proceed to replenish that respective amount within five (5) business days, from the date it is notified.

**11.4.** After the completion of the CONTRACT, when regular compliance of all obligations of the CONTRACTED PARTY is verified, the guaranty provided by the CONTRACTED PARTY shall be released and returned.

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## 12. CLAUSE - TECHNICAL WARRANTY

12.1. A detailed description of the Warranty of Acquisition of Medical Equipment, including installation, training, warranty and technical support, in accordance with terms, quantities, and other applicable requirements established in the Technical Specifications, Annex I of the Basic Project, is provided in the item 12 of the Basic Project.

## 13. CLAUSE - TECHNICAL SUPPORT

13.1. The CONTRACTED PARTY shall supply technical support on a case-by-case basis in accordance with the BASIC PROJECT and relevant Technical Annexes.

13.2. The bidder is required to have the ability to perform the technical support at the place where the equipment will be installed with the response time of 24 hours (working / non-working days) from the request for technical support.

13.3. All expenses related to the technical support are the CONTRACTED PARTY responsibility. Therefore, the costs for technical support must be included in the price proposal.

## 14. CLAUSE - CHANGES TO THE CONTRACT

14.1. Pursuant to Article 65, § 1, of Law n° 8.666/93 (Brazil), a CONTRACTED PARTY is required to accept, under the same terms and conditions, any changes involving addition or subtraction the amount of the demand for the services, that may be necessary, at the discretion of BACW, up to the limit of 25% (twenty-five) percent of the original total amount of the CONTRACT.

14.1.1. Since the demands are estimated due to the characteristics of the OBJECT of this CONTRACT, reductions in the amount that exceeds the limit of 25% (twenty-five) percent of the Contract may occur during the performance of the CONTRACT at CONTRACTING PARTY'S sole discretion.

14.1.2. The set of increases and the set of decreases shall be calculated based on the original shipments of, or services to be provided under, this CONTRACT, on a case by case basis, without any sort of compensation up to the limits established above.

## 15. CLAUSE - PRICE ADJUSTMENT AND CRITERIA DURATION

15.1. The price to be contracted with the WINNER BIDDER must be that proposed for the invitation for bid and shall be firm and fixed (FFP).

15.2. The duration of the performance of the contract should have the maximum estimated time for completion of the PROCESS of PURCHASE presented by the company in the price proposal, which must include the estimated maximum time for delivery in 90 days, installation in 60 days and training in 90 days.

## 16. CLAUSE - ACQUISITION PROCESS

16.1. The acquisition process includes:

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**16.1.1.** Installation for the equipment will be in the place designed in the HFAG according to the requisition.

**16.1.2.** The conformity of the equipment in regards to the installation, operability and performance of each equipment.

**16.1.3.** Equipment operation training.

**16.1.3.1.** The equipment is considered ACCEPTED after the conclusion of the Acquisition Process by means of the issuance of the final TERM OF RECEIPT by the COMREC.

**16.1.3.2.** The ACCEPTANCE will take place after delivery of all documents related to the equipment (technical and operational manual in Portuguese, warranty term, invoice, warranty registration and ANVISA registration), delivery of the maintenance plan containing the periodic interventions as determined by the manufacturer during the period of guarantee established of 12 months.

**16.1.3.3.** The ACCEPTANCE includes the cataloging process in accordance with item 6 of this BASIC PROJECT.

**17. CLAUSE - PAYMENT**

**17.1.** The deadline for payment shall be within 30 (thirty) calendar days from the date the term of receipt is issued by the Receipt Commission. The full payment will happens as follows:

**17.1.1. 80%** at delivery at HFAG – Hospital de Força Aérea do Galeão - HFAG by means of PROVISIONAL TERM OF RECEIPT issued by the COMREC; and

**17.1.2. 20%** at the conclusion of installation and training as specified in the TECHNICAL SPECIFICATION, Annex I of the BASIC PROJECT, by means of the DEFINITIVE TERM OF RECEIPT (ACCEPTANCE) issued by the COMREC.

**17.2.** The issuance of invoices may be performed in part, as the service is being concluded by the Contracted Party.

**18. CLAUSE - MONITORING**

**18.1.** The MONITOR must be an agent (or agents) of the Administration, specifically appointed by the Administration, in accordance with the precepts established by Law Nº 8.666/1993 (Brazil), ICA nº 65-8/2009 (Attributions of MONITOR and Receiving Commission), and of ICA nº 12-23/2017 (Inspection and Receiving Goods, Services and Administrative Sanctions Application), so as to monitor the fulfillment of the CONTRACT to be executed.

**18.2.** Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources.

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

**18.4.** Contractual performance must be monitored and inspected through oversight instruments, including monitoring of the fulfillment of the obligations arising from this CONTRACT.

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18.5. The MONITOR shall note in his records all events related to the performance of this CONTRACT.

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

18.7. For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law nº 8.666/93 (Brazil).

18.8. The MONITOR should, additionally, abide by the following processes:  
18.8.1. Observe and perform, when applicable, all procedures established in ICA 65-8/2009 and ICA 12-23/2017;

18.8.2. Monitor the development of all services requests issued to the CONTRACTED PARTY;  
18.8.3. Submit for evaluation by the EXPENSE SUPERVISOR all proposals, questioning, discrepancies and difficulties encountered during contractual performance or those requiring approval and/or decision;  
18.8.4. Receive INVOICES, compare them with the amounts established in this CONTRACT, certify them and forward them to the EXPENSE SUPERVISOR for approval;

18.8.5. All INVOICES must be service invoices, detailing at the very least unit and total amounts for each cost, duty amounts charged, processing costs and discounts offered. All supporting documentation must be attached to the INVOICE for validation by COMREC;  
18.8.6. If there are other inputs which may influence cost, these must be detailed; and  
18.8.7. Issue, until the fifth day of the following month, a Contract Status Report, in accordance with 65-8/2009 and ICA 12-23/2017 for the Administration.

**19. CLAUSE - RECEIPT OF THE OBJECT**

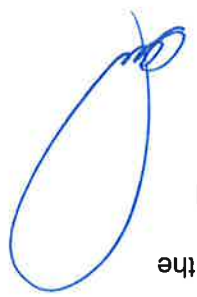
19.1. The services that are the object of this CONTRACT shall be received by the Receiving Commission (COMREC), in accordance with the specifications set forth in the BASIC PROJECT, Annex A of this CONTRACT.

19.2. It is the responsibility of the RECEIVING COMMISSION (COMREC) to:

- 19.2.1. Issue the Term of Acceptance;
- 19.2.2. Ensure that the CONTRACTED PARTY will follow the description of all the services that are the object of the BASIC PROJECT;
- 19.2.3. Receive services or reject them, according to the specifications set forth in the BASIC PROJECT, in up to ten (10) calendar days;
- 19.2.4. Once approved, the invoices are sent to BACW's Contracts Department, and

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**19.2.5.** All proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT, or that require an evaluation shall be presented to the CONTRACT MONITOR for approval and/or a determination must be approved by the Chief of BACW.

**20. CLAUSE - CME'S TRANSPORTATION**

**20.1.** All transportation and insurance expenses incurred in the shipment of faulty equipment/deliveries and all transportation and insurance expenses incurred, shall be the CONTRACTED PARTY'S responsibility.

**20.2.** The equipment should be shipped to: Brazilian Aeronautical Commission - BACW, Address 4601 beach Road, Temple Hills, MD, 20748.

**20.3.** If the material is located in Europe, it should be shipped to one of our warehouses in Europe. The CONTRACTED PARTY must follow all requirements and documents listed at Chapter XII of our Terms and Conditions, available at <https://www.cabw.org/cabwsite/Terms And Conditions.pdf>

**20.4.** It is important that the materials obey a maximum DPE of delivery of 90 days from the receipt of the relevant Purchase Order.

**21. CLAUSE - ACTS OF GOD OR FORCE MAJEURE**

**21.1.** Acts of God or force majeure events shall be notified in writing to the Chief of the BACW, through the MONITOR, so that he may decide appropriate course of action, provided it has been proven that such events affect the services performed in connection with the object of this CONTRACT.

**21.2.** For the purposes of this CONTRACT, events shall be considered unforeseeable or caused by force majeure if they fit to legal description provided in single paragraph of article 393 of the Brazilian Civil Code, or terms of line II, §1º, Art. 57 of Federal Law nº 8.666/93 (Brazil).

**22. CLAUSE - INSTALLATION OF THE EQUIPMENTS**

**22.1.** All details and obligations about the installation of the CSSD SETERILIZATION SYSTEM are provided in the BASIC PROJECT and its Annexes.

**23. CLAUSE - VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

**23.1.** For the application of administrative sanctions it should be considered the following: the seriousness of the offense; recidivism; damage to the public interest; and the injury to the Administration.

**23.2.** Failure to comply with the CONTRACT in whole or in part or any breach of the obligations contained in this CONTRACT and in the bidding document will subject the CONTRACTED PARTY, without prejudice to other civil and criminal penalties, to any and all damages and remedies available to CONTRACTING PARTY under this CONTRACT or applicable law, ensuring due process, to the following penalties:

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**23.2.1.** Warning is the administrative penalty imposed when the CONTRACTED PARTY infringes, for the first time, obligations related to delayed contractual terms or invoice presentation for mistakes, or for breach of supervision guidelines within 48 (forty eight) hours from the date of notification of the MONITOR. For the purposes of warning one PAI should be instructed.

**23.2.2.** The warning should not be proposed for recurrence in the same kind of failure cases.

**23.2.3.** Fines referred to in item II of Art. 87 (fine for total or partial non-performance of CONTRACT) of Federal Law nº 8.666 / 93 (Brazil) may be defined and implemented as follow.

**23.2.3.1.** A fine may be applied for partial non-performance in the amount of 0.2% (zero point two percent) of the total amount of the CONTRACT if the CONTRACTED PARTY fails to comply with any condition set in the CONTRACT; and.

**23.2.3.2.** If the CONTRACTED PARTY causes termination of the contract, a fine will be imposed, for non-performance, in the amount of 10% (ten percent) of the current value of the CONTRACT, subject to late-payment penalty or other sanctions pursuant to art. 87 of Federal Law 8.666/93 (Brazil).

**23.3.** Provided prior defense of the person concerned within 5 (five) business days, the fine for the total or partial non-performance of the CONTRACT, referred to in item II of art. 87 of Federal Law nº 8.666/93 (Brazil), may be applied along with other administrative sanctions provided for in items I, III and IV of art. 87 of Federal Law nº 8.666/93 (Brazil).

**23.4.** The BACW must inform the CONTRACTED PARTY the amount to be collected, exhausted all administrative remedies and the right to legal defense, should the CONTRACTED PARTY discount the value of future payments.

**23.5.** After the actions mentioned in the previous items, if it persists the denial of payment of the fine, the Expenses Authority (holder or delegate) of BACW, as appropriate, will forward the process to the Brazilian Attorney General of the National Treasury (PGFN) for analysis and description of the company sanctioned in Active Debt of the Union (DAU) and / or initiate the judicial execution, depending on the amount involved.

**23.6.** The fine(s) will not relieve the CONTRACTED PARTY of repairing the damages (or compensation for losses suffered by the Administration (BACW), nor rule out the possibility of the imposition of other administrative penalties.

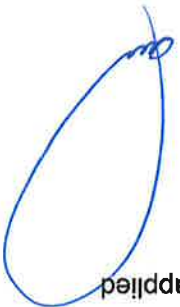
**23.7.** The application of the fines provided for in the preceding items may be appealed within 5 (five) business days, as provided in item "f", I, art. 109 of Federal Law nº 8.666/93 (Brazil).

**23.8.** The temporary suspension of participation in bidding processes and the prohibition to contract with the Administration, pursuant to subsection III of Article 87 of Federal Law nº 8.666/93 (Brazil), combined with Article 9 of Federal Law nº 10.520/2002 (Brazil), will be applied in MOs under the jurisdiction of the COMAER, with the following:

**23.8.1. For up to 30 (thirty) days:**

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- 23.8.1.1. In noncompliance of the deadline for taking corrective measures during the application of the warning sanction; and
- 23.8.1.2. The disruption of any act of public bidding session.
- 23.8.2. For up to 3 (three) months:**
- 23.8.2.1. The withdrawal of the proposal, without just cause due to supervening fact;
- 23.8.2.2. The complaint of the unenforceability of the prices presented; and
- 23.8.2.3. In presentation of frivolous appeal.
- 23.8.3. For up to 6 (six) months:**
- 23.8.3.1. The refusal of the winning bidder, convened within the period of validity of its proposal, to sign or accept the contract or withdraw any equivalent instrument;
- 23.8.3.2. The absence of financial guarantee submission under this CONTRACT, if applicable;
- 23.8.3.3. The recurrence of punishable illicit practice in the form of letters "23.8.1" and "23.8.2" of this item, in less than 24 (twenty four) months;
- 23.8.3.4. The application of the second administrative sanction accompanied by a fine;
- 23.8.3.5. The implementation of two administrative sanctions warning and a fine under the COMAER with in 12 (twelve) months, unless the supplier has taken corrective action within the period determined by the Administration; and
- 23.8.3.6. The implementation of two administrative sanctions fine under the COMAER with in 12 (twelve) months, unless the supplier has taken corrective action within the period determined by the Administration;
- 23.8.4. For up to 12 (twelve) months:**
- 23.8.4.1. When the CONTRACTED PARTY delays unreasonably the execution of the service, which implies termination;
- 23.8.4.2. When the CONTRACTED PARTY does not pay the fine within the period prescribed in situations where you cannot discount the value of collateral or receivables from performed installations; and
- 23.8.4.3. The recurrence of punishable default practice in the form of the letter "23.8.3" of this item, within less than 36 (thirty six) months.
- 23.8.5. Up to 24 (twenty four) months:**
- 23.8.5.1. In the commission of an unlawful act, seeking to frustrate the objectives of this Bidding, such as the formation of collusion or cartel;
- 23.8.5.2. In the presentation of "fraudulent" documents "adulterated", "false" or "fake";
- 23.8.5.3. In the issue of "false declaration";
- 23.8.5.4. In the definitive conviction for willful practice of tax fraud in the collection of taxes related to this CONTRACT;

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**23.8.5.5.** In the shutdown of the service without good cause and without prior notice to the Administration;  
**23.8.5.6.** In the delivery of material "fake" or "adulterated", using trickery to deceive the Administration;  
**23.8.5.7.** In the contractual non-performance resulting in serious damage to the Administration; and  
**23.8.5.8.** In the recurrence of punishable default practice in the form of item "23.8.4" term of less than 48 (forty eight) months.

**23.9.** For the purposes of this CONTRACT, as regards to the application of the administrative penalty of temporary suspension of participation in bidding and obstruction to CONTRACT with the Administration, the term "Administration" refers to the COMAER.  
**23.10.** It is understood by failure in the performance of this CONTRACT, means to not complete the provision of the service in accordance with the BASIC PROJECT contained in this CONTRACT.  
**23.11.** It is understood by disreputable behavior, means the intentional conduct of trying to deceive or corrupt the Administration, or any of its agents, to obtain undue advantage.  
**23.12.** The PAI application of declaration of unfitness will be forwarded to the State Defense Minister, through the chain of command and the opinion of COJAEER, given the exclusive competence of the sanction by the Minister of State. The application of this penalty will occur in any of the situations below:

**23.12.1.** The CONTRACTED PARTY has suffered definitive conviction for tax fraud;  
**23.12.2.** A business or professional committed unlawful act aimed at frustrating the objectives of the bidding process;  
**23.12.3.** The Administration may find that the company or professional does not have competence to be hired because of committed unlawful acts; or  
**23.12.4.** Finding, by the Court of the Union, the occurrence of fraud in connection with the Bid.

**23.13.** The criteria to revoke the Certificate Good Standing, which may not exceed 5 (five) years under the current legislation, will be defined by the Ministry of Defense. Rehabilitation for this sanction may be required by the person concerned after the expiry of 2 (two) years of its application.  
**23.14.** In the event the Certificate of Good Standing is revoked, it will be suggested the application of the penalty which should indicate in their PAI to the purpose of to provide rehabilitation of the amount to be reimbursed, with due legal charges and any obligations.

**24. CLAUSE - LINKAGE**

**24.1.** This Contract is hereby linked to Invitation for Bid nº 174013/CABW/2017, and the Commercial Proposal of the CONTRACTED PARTY, submitted by company [COMPANY'S NAME] to BACW.

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**25. CLAUSE – TERMINATION**

**25.1.** Pursuant to the provisions of Article 78 of Lei nº 8,666/93 (Brazil), the following are causes for terminating this CONTRACT:

**25.1.1.** Failure to comply with CONTRACT clauses, specifications, projects and deadlines;  
**25.1.2.** Inappropriate compliance with CONTRACT clauses, specifications, projects and deadlines;  
**25.1.3.** Slowness in its compliance which may lead the CONTRACTING PARTY to find it impossible to complete the services within the established deadlines;

**25.1.4.** Unjustifiable delay in initiating service;  
**25.1.5.** Stoppage in the service, without cause, and without providing previous notice to the CONTRACTING PARTY;  
**25.1.6.** Failure to comply with orders from the authority designated to follow up and supervise the performance of services, or higher authorities;

**25.1.7.** Repeatedly making errors in the performance of services, duly recorded pursuant to § 1 of Article 67 of Law nº 8,666/93 (Brazil);  
**25.1.8.** Bankruptcy;  
**25.1.9.** Dissolution of company or death of the CONTRACTED PARTY;

**25.1.10.** Corporate change or alteration of purpose or business of the CONTRACTED PARTY that hinders the performance of the CONTRACT;  
**25.1.11.** Reasons of public interest (Brazil) that are of high importance, broadly publicized, justified and ordered by a higher executive authority with jurisdiction over CONTRACTING PARTY, based on an administrative case referred to in this CONTRACT;

**25.1.12.** Suspension of service, through a written order of the CONTRACTING PARTY, for more than 120 (one hundred twenty) days, in the event of a disasters, domestic disturbances or war, or also repeated suspensions that add up to 120 (one hundred twenty) days. In addition to the required payment of indemnification to the CONTRACTED PARTY, it is also entitled in these cases to suspend complying with its obligations until normally is achieved;

**25.1.13.** A delay for more than 90 (ninety) days in making payments due by the CONTRACTING PARTY, for services, supply and work already received and performed, except in the event of a disasters, domestic disturbances or war. The CONTRACTED PARTY shall be entitled to suspend compliance with its obligations until normally is achieved;

**25.1.14.** Failure of the CONTRACTING PARTY to release the object for the performance of services within the established deadlines;  
**25.1.15.** Acts of God or force majeure that prevents performance of the CONTRACT, which is to be duly demonstrated;

**25.1.16.** Violation of the provisions of items V of Article 27 of Law nº 8,666/93 (Brazil), notwithstanding the applicable criminal sanctions,  
**25.2.** Termination will be formally recorded under the law, with the right of due process and ample defense ensured.

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25.3. Termination of this CONTRACT may be:

25.3.1. Decided unilaterally and in writing by the CONTRACTING PARTY in the event

listed under in sub items 25.1.1 to 25.1.10, and 25.1.16, of this clause;

25.3.2. Agreeable, through an agreement between the parties, entered as an

addendum in the CONTRACT, provided it is convenient to the CONTRACTING PARTY;

and

25.3.3. Judicially, pursuant to applicable legislation.

25.4. The Administrative or agreeable termination shall be preceded by written and well-

grounded authorization by the appropriate authority.

25.5. When termination is based on items 25.1.11 through 25.1.15 of this CLAUSE, without fault

of the CONTRACTED PARTY, it shall be entitled to receive payments due for the performance

of the CONTRACT up to the date of termination. Under no circumstances shall CONTRACTED

PARTY be entitled to any indirect or consequential damages, including lost profits, due to

termination.

25.6. Termination for failure to comply with contractual clauses shall cause the financial

guaranty to be forfeited to be applied toward compensating the CONTRACTING PARTY for the

finances and indemnifications that are due. Any credits arising from the CONTRACT shall be

withheld up to the limits of the losses caused to the CONTRACTING PARTY, in addition to the

sanctions provided for herein.

25.7. The term of termination shall include, as appropriate:

25.7.1. Assessment of contract services provided and those that have been fully

completed;

25.7.2. List of payments made and payments due; and

25.7.3. Indemnifications and fines.

26. CLAUSE - JURISDICTION AND CHOICE OF LAW

26.1. This CONTRACT shall be construed and interpreted in accordance with the principles of

Brazilian Law Nº 8,666/93, and shall be governed by and enforced in accordance with the laws

of the District of Columbia, including the Uniform Commercial Code as adopted in the District of

Columbia, without regard to any choice of law or conflict of laws doctrines that might otherwise

be applied. The UN Convention on Contracts for the International Sale of Goods shall have no

application to this CONTRACT.

26.2. The parties hereto agree to make a diligent, good-faith attempt to amicably resolve all

disputes before either party commences litigation pursuant to this Clause 23 of this CONTRACT.

26.3. In exceptional cases and in the event of circumstances that may affect the performance of

obligations assumed by the CONTRACTING PARTY and the CONTRACTED PARTY, in the

event of restrictions of Brazilian and COMMER laws, the Parties may choose the international

arbitration of one of the International Arbitration Chambers recognized by the CONTRACTING

PARTY and the CONTRACTED PARTY.

26.3.1. The decision of the International Chamber of Arbitration is final, definitive and

recognized by the CONTRACTING PARTY and the CONTRACTED PARTY, but must

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be submitted to the Superior Court of Justice, according to the provision contained in art. 105, "I", of the Constitution of the Federative Republic of Brazil, in order to produce its legal effect.

26.4. Any dispute or claim arising out of or relating to this CONTRACT, with a breach thereof, shall be submitted to the District of Columbia Superior Court or the United States District Court for the District of Columbia, to the exclusive jurisdiction of which the parties hereby irrevocably submit.

**27. CLAUSE - CORRESPONDENCE AND NOTIFICATION**

27.1. 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 to any other addresses that may be communicated by the PARTIES, throughout the term of this CONTRACT.

**CONTRACTING PARTY:**  
BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON DC - CABW  
1701 22<sup>nd</sup> St N.W, Washington, D.C. 20008 / USA  
Attn: Col Potiguarra Vieira Campos  
Phone: 202/518-7359  
Fax: 202/483-4684  
E-mail: [con@cabw.org](mailto:con@cabw.org)

**CONTRACTED PARTY:**  
Name of the CONTRACTED PARTY  
Attn: Mr./Mrs. Name of Legal representative  
ADDRESS  
ADDRESS  
PHONE:  
Fax  
E-mail:

**28. CLAUSE - SUSTAINABILITY**

28.1. If it falls within the hypotheses of Art. 20 of Law n. 12,305 / 2010 - National Policy on Solid Waste, the CONTRACTED PARTY shall prepare a solid waste management plan, subject to the approval of the competent authority.

28.2. For the preparation, implementation, operationalization and monitoring of all stages of the solid waste management plan, including the control of the environmentally appropriate final disposition of the wastes, it will be assigned a duly qualified technical person.

28.3. The CONTRACTED PARTY shall be prohibited from the following forms of disposal or final disposal of solid waste.

28.3.1. Launching on beaches, at sea or on any hybrid bodies;

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MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND

BRAZILIAN AERONAUTICAL COMMISSION IN WASHINGTON D.C.

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- 28.3.2. Launch *in natura* in the open, except for mining waste;
- 28.3.3. Open burning or in containers, installations and equipment not licensed for this purpose; and
- 28.3.4. Other forms prohibited by the public power.

**29. CLAUSE - NUMBER OF THE COPIES**

29.1. It is hereby agreed that this CONTRACT shall be issued in 2 (two) originals, with same content and form, as follows:

- 29.1.1. (One) original for the CONTRACTING PARTY; and
- 29.1.2. (One) original for the CONTRACTED PARTY.

29.2. In witness whereof, the parties have executed this CONTRACT in 2 (two) equal counterparts, of equal content, in the presence of the witnesses subscribed below.

Washington DC, MM/DD/2017.

**For the CONTRACTING PARTY:**

\_\_\_\_\_  
Poliguara Vieira Campos, Col  
Chief of CABW

**For the CONTRACTED PARTY:**

\_\_\_\_\_  
NAME

**WITNESSES:**

\_\_\_\_\_  
Nazareno Correia Peregrino, Lt Col  
Chief of BACW Internal Control

**WITNESSES for the CONTRACTED PARTY:**

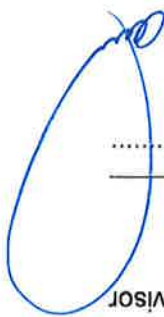
\_\_\_\_\_  
NAME

Contract Supervisor

NAME: \_\_\_\_\_ ID n° \_\_\_\_\_

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Internal Control

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CONTRACT MONITOR

# BASIC PROJECT

## ANNEX A

