



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
SPECIAL TRANSPORT GROUP

BASIC PROJECT PLAN

Legal basis: Prepared on the basis of the premises contained in Art. 123 of Law n° 8.666/1993.

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1 PREAMBLE

1.1 The purpose of this Basic Project is to introduce the set of necessary and sufficient elements, with the necessary degree of precision, to configure the specifications for the contracting of contracting of a Simulator Operators Training and Flight Simulator training for the airplane VC-2 (EMB 190), for a period of 12 months, with the possibility of extensions of up to an aggregate 60 months.

1.2 This Basic Project Plan was developed based on preliminary considerations, which ensure the technical viability of the project, assess its costs and define its timeline and implementation methods, thus guiding and governing the future relationship between the CONTRACTED PARTY and the CONTRACTING PARTY.

2 DEFINITIONS:

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

2.1.1 COMAER – Brazilian Aeronautical Command;

2.1.2 COMREC – Goods and Services Receiving Commission;

2.1.3 CONTRACTED PARTY – the natural person or legal entity contracted to perform the services;

2.1.4 CONTRACTING PARTY – Brazilian Aeronautical Commission in Washington, DC (BACW);

2.1.5 ICA – Aeronautical Command Directive;

2.1.6 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;

2.1.7 PAG – Administrative Management Process;

2.1.8 PAAI – Formal internal administrative procedure which consists in 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 (Inspection and Receiving Goods, Services and Administrative Sanctions Application);

2.1.9 TERM OF RECEIPT – Document issued by the COMREC attesting and accepting services performed; e

2.1.10 DRY TRAINING - Simulator training carried out WITHOUT the participation of instructors from the CONTRACTOR.



3 OBJECT

3.1 Contracting of 224 DRY flight simulator training hours and 04 Simulator Operator Instructor (SIMOP), with availability exclusively to the COMAER pilots, in the VC-2 (EMB 190) aircraft, aiming to fulfill the COMAER needs in accordance with the Technical Specifications, Annex A, in accordance with terms, quantities, and other requirements of this document, and the table below:

Military Organization	Flight Simulator Hours	Amount of Pilots	Aircraft	Category	Type
GABAER	224	20	E-190/195	D	DRY

3.2 It is important to mention that for the training type “DRY”, exposed at the Technical Specification (ANNEX A), the CONTRACTED PARTY is not required to provide instructors, since the Brazilian Air Force (BAF) will use its own instructor’s crew after the IOS training.

3.3 In view of the complexity of the avionics and the emergencies associated with the VC-2 aircraft (EMB-190), the GABAER pilot training simulator must be certified as Full Flight Simulator (FFS), with an acceptable minimum level "D" . The qualification of Flight Simulator Training Devices (FSTD) aims to verify their performance and realism characteristics, as well as classify them in the various existing categories. Qualification is an activity applied to the technical standards issued by the regulatory agencies of civil aviation, such as what are the objective and subjective requirements of quality and realism. In the case of COMAER, the FSTDs are used for training planned in the instructional and operational maintenance programs of the subordinate air units.

3.4 The simulator must be approved by ANAC (National Civil Aviation Agency), FAA (Federal Aviation Administration) or EASA (European Union Aviation Safety Agency), aviation regulatory agencies in Brazil, the United States and Europe, respectively, that have a Flight Simulator Training Devices (FSTD) qualification system, which aims to verify its performance and realism characteristics, as well as classify it in the various existing categories. The qualification of FSTD is an activity based on technical standards issued by the regulatory agencies of civil aviation, which establish objective and subjective parameters of quality and realism. Only devices with a certification assigned by ANAC can be used to generate flight hours credits in pilot training, as provided for in RBAC 61 (Brazilian Civil Aviation Regulation).

3.5 In order to assure the homologation by ANAC, the BIDDER may verify its compliance by means of the ANAC website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voo-fstd/arquivos/Simulador.xls>.

3.6 In order to assure the homologation by FAA, the BIDDER may verify its compliance by means of the FAA website: https://www.faa.gov/about/initiatives/nsp/data_lists/.

3.7 In order to assure the homologation by EASA, the BIDDER may verify its compliance by means of the EASA website: [https://lisstdis.easa.europa.eu\(FSTD qualified by EASA and FSTDs](https://lisstdis.easa.europa.eu(FSTD%20qualified%20by%20EASA%20and%20FSTDs)



qualified by the National Aviation Authority of respective EU Member State – incl. EFTA States).

3.8 The FSTD can be approved as a means of training in an Operational Training Program for an Air Operator (RBAC 121 or RBAC 135), Training Center (RBHA 142) or in an Instruction Program of a Civil Aviation School (RBHA 141). In the COMAER's case, the FSTDs are used for trainings foreseen in the Instruction and Operational Maintenance Program in the subordinated air military unities

3.9 It is noted that the performance of the services of this Basic Project must be in accordance with the laws and regulations determined by the United States government, the district and the state in which the buildings are located, in case the contractor has headquarters for training in the United States of America. America.

4 JUSTIFICATION

4.1 The Special Transport Group's mission is to ensure the air transportation of the President of the Republic, the Vice-President, the Ministers of State and high national and foreign authorities, as well as carrying out Mercy Missions, with equipment such as the Air Intensive Care Unit. COMAER and missions in support of other COMAER organizations, when determined by the Air Force Commander. The VC-2 (EMB-190 PR) is one of the aircraft used to fulfill this regulatory mission.

4.2 The Aeronautical Command uses a specific internal regulation, the Aeronautical Command Instruction (ICA) 51-1/2019, which deals with the Special Transport Group's Operational Instruction and Maintenance Program, provides as a fundamental requirement, training in flight simulator for your pilots.

4.3 The Brazilian Aeronautical Command (COMAER) adhere to the Aeronautical Command Directive (ICA) 12-16/2016, which relates to the management and training in flight simulators inside Brazil and abroad. The mentioned instruction foresees that the necessities of each Military Organization shall be forwarded to its respective General Command, Departments and the Air Operational Group (GABAER) with the objective of being condensed and analyzed in accordance with the real necessity of the Military Organization.

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

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

4.6 With the training that is object of this Basic Project Plan, the Air Force military staff that is part of the pilot's crew would be prepared to face diverse situations aiming the safety of the aircraft operations.



4.7 In relation to the total hours to be contracted, the training program and operational maintenance of pilots of the Brazilian Air Force annually provides for the training of VC-2 pilots with 48 hours of simulator, and the training of emergencies in the referred aircraft with 16 hours simulator. Considering that each training session will always be held for two pilots, the initial training of 04 (four) VC-2 pilots will require 96 (ninety-six) hours of simulator. In order to continue the Squadron's operations, an additional 128 (one hundred and twenty eight) hours will be needed for emergency training for 16 (sixteen) pilots, who are already crew members of the VC-2 aircraft. In addition, it should be noted that the hiring on screen, aims to contemplate the rotation of pilots who are stationed at GABAER, considering the natural movement of personnel that occurs annually at the Air Force Command (COMAER).

4.8 The services that are object of this Basic Project are usual to the Brazilian Air Force (BAF) since the BAF does not have flight simulator equipment necessary to perform the object to be hired.

4.9 Therefore, the hiring of the services that are object of this Basic Project is necessary to promote the continuous pilot's training in the Brazilian Air Force VC-2 (E-190/195) aircraft. Therefore, the training is relevant and necessary, as well as to maintain the pilots' completion to fulfill the transport mission of the President of Brazil.

4.10 A national survey was carried out and it was found that only the AZUL company provides the service covered by this Basic Project. However, the possibility of hiring this company by GTE was not considered, according to the motivation present in item VI of the Preliminary Studies.

5 ESTIMATED BUDGET

5.1 Using the average of the values of the Market Research carried out, the GLOBAL MAXIMUM ESTIMATED value for the contracting cannot exceed USD 57,449.60 (fifty-seven thousand, four hundred and forty-nine US dollars and twenty-eight cents) for the formation of 04 pilots and gratuity (free of charge) for the training of 04 simulator instructors and USD 76,599.47 (seventy-six thousand, five hundred ninety-nine US dollars and forty-seven cents) for emergency training of 16 pilots for 12 months of contractual execution of type simulator DRY, totaling USD 134,049.07 (one hundred and thirty-four thousand, forty-nine US dollars and seven cents).

5.2 The estimated amount of hours included in this BASIC PROJECT do not imply any obligation by the CONTRACTING PARTY.

6 BUDGET ALLOCATION

6.1 The expenses arising from this contract shall be paid with resources of the item 33.90.39, received by the BACW from the Plan of Action of the Aeronautical Command, based in the Brazilian General Budget for the fiscal year.



7 ENFORCEMENT REGIME

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

8 SERVICES CLASSIFICATION

8.1 The service to be contracted is classified as a continuing service, in accordance with the definition of the Art.15 of the IN-SLTI n° 05/2017 and item 1.1 of this Basic Project.

8.2 It should be noted that continued services are those whose disruption could compromise the fulfillment of the institutional mission, and, therefore, it is necessary to carry out its execution on an ongoing basis so that the operation of the agency's final activity is assured. Flight simulator training is essential for Brazilian Air Force pilots to be able to face adverse flight situations in order to fulfill the transport mission of the President of Brazil.

8.3 The service to be contracted is foreseen in the preamble of the Decree n° 9.507, from 2018, being formed as accessorial activities, instrumental or complementary to the legal competency of the soliciting agency, not being part of the functional categories englobed by its respective plan of staff.

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

9 SUSTAINABILITY

9.1 The CONTRACTOR will provide the service entirely abroad, the Brazilian rules not being applicable and must obey the peculiarities and local rules.

9.2 The CONTRACTOR, as a producer, trader or importer, shall arrange for the collection and appropriate disposal of technological waste originating from the contract, understood as those electronic products or components in disuse and subject to final disposal, for the purpose of their environmentally appropriate final destination , according to article 1 of the State Law No. 13,576, of 2009, of the State of São Paulo, and related legislation.

9.3 The cells and batteries to be used in the performance of the services must have a composition that respects the maximum limits of lead, cadmium and mercury allowed in CONAMA Resolution No. 401, of 11/04/2008, for each type of product, according to the physical- chemical composition prepared by a laboratory accredited by INMETRO, under the terms of Normative Instruction IBAMA No. 08, of 03/09/2012.

9.4 The CONTRACTED PARTY is not allowed to dispose of improperly disposed batteries and used batteries originating from the contract, pursuant to article 22 of CONAMA Resolution No. 401, of 11/04/2008, such as:



- 9.4.1 open cast, both in urban and rural areas, or in an unlicensed landfill;
- 9.4.2 open burning or incineration in unlicensed facilities and equipment; and
- 9.4.3 launching into bodies of water, beaches, mangroves, swamps, wastelands, wells or canyons, underground cavities, rainwater drainage networks, sewers, or electricity or telephone networks, even if abandoned, or in areas subject to flooding.

10 SERVICE SPECIFICATION

10.1 The services shall be performed at the CONTRACTED PARTY location, in accordance with COMAER'S needs.

10.2 The days on which they are available can be executed on any day of the week or during the weekends, according to the timetable to be made available by the CONTRACTOR.

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

10.4 The simulation equipment shall offer scenarios in the South American territory with emphasis in the following airports: SBBR, SBGO, SBSP, SBGR, SBGL, SBRJ, SBSJ, SBKP, SBBH.

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

10.5.1 Procedures for flight preparation, including inspections before flight, the operation of the engine and the aircraft systems;

10.5.2 Pre-flight procedures, including weight and balancing, inspections and airplane services;

10.5.3 Rolling and operations in the airport superficies, including motor tests;

10.5.4 Normal takeoffs and landings with crosswind and/or any type of failure in the various aircraft equipment and systems (in-flight engine failure, in-flight engine fire, pitch trim runaways, electrical failure, pressurizing failures, hydraulic system failures, etc);

10.5.5 Maximum performance takeoffs (short runways and obstacles overtaking);

10.5.6 Flights with and without autopilot engaged;

10.5.7 Air traffic circuits, including entry and exit procedures, proper functioning of the MFD's " TERRAIN " mode for mountainous region information;

10.5.8 Straight and levelled flight;

10.5.9 Airplane control and manoeuvres by means of external visual references;



- 10.5.10 Ascending and rising curves;
- 10.5.11 Descent with or without curves using configurations of high and low resistance;
- 10.5.12 Flights with different speeds, since maximum operational to the minimum controlled speed;
- 10.5.13 Flight at low critical speeds, recognition and recovery of pre-stall, full stall and spiral flight;
- 10.5.14 Flight with asymmetric power;
- 10.5.15 Emergency procedures and aircraft's equipments and systems faults;
- 10.5.16 Circuit of air traffic, including procedures for entrance and exit, ways to prevent collisions and turbulences at the aircraft bottom;
- 10.5.17 IFR approach training (NDB, VOR, RNAV and ILS);
- 10.5.18 Approximations to the landing area with engine power in low gear and partial power;
- 10.5.19 Gliding for landing;
- 10.5.20 Missed approaches, initiating since final approach to touchdown, with many flight configurations, including curves;
- 10.5.21 Ability to train instrument procedures under CAT II and CAT III conditions;
- 10.5.22 Procedures for forced landing, beginning from: take off, while initial rise, from cruise flight, from descending, and from transit to the landing;
- 10.5.23 Stall inputs from many altitudes and power combinations with recuperation initiating from the first indication of lost and recuperation of full stall;
- 10.5.24 Recovery of the aircraft from a stall or from entering an abnormal attitude;
- 10.5.25 Recognition and management of threats and errors;
- 10.5.26 Aerodrome and traffic circuit operations; collision avoidance precautions and procedures;
- 10.5.27 Flight at low critical speeds, pre-stall recognition and recovery, full stall;
- 10.5.28 Asymmetric power flight;
- 10.5.29 Normal takeoffs and landings with crosswind;



10.5.30 Short runway landings

10.5.31 Flight with high critical speeds and recovery from situation with high angle of dive;

10.5.32 Basic flight maneuvers and recovery of unusual altitude using only basic instrument flying;

10.5.33 Navigation flight by means of visual references, estimated navigation and, when applicable, with the support of navigation-radio;

10.5.34 Operations with origin, destination or transit by controlled aerodromes, achieving the procedures of the services of air traffic control and the procedures of radio-communication phraseology; and

10.5.35 Procedures and phraseology for communication;

11 METHOD FOR CONTRACT EXECUTION ANALYSIS

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

11.1.1 Complete functioning of the 3D screens;

11.1.2 The simulator must include the **Headup Display equipment (HGS Combiner)** in at least one of the pilot stations;

11.1.3 Complete functioning of the instructor panel and its commands;

11.1.4 Functioning of the MOTION for the performance of training in FFS (Full Flight Simulator);

11.1.5 Functioning of all the aircraft instruments;

11.1.6 Updated database of FMS;

11.1.7 Complete functioning of auto-pilot;

11.1.8 Functioning of the aircraft systems in accordance with the Quick Reference Handbook (QRH);

11.1.9 Functioning of all aircraft displays; and

11.1.10 Proper functioning of the FGC (Flight Guidance System).

11.2 In case of equipment malfunction during the contract performance, the CONTRACTED PARTY shall evidence efforts to solve any flaws in 24 hours, being responsible to re-schedule the previously reserved spots for the Brazilian Air Force in coordination with the most experience military officer of the crew, until the specific date for the crew to return.



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

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

11.4.1 Fulfillment of the scheduled training;

11.4.2 Recurring problems in the simulation system that could interfere in the simulation training; and

11.4.3 The suitability of the equipment to the demands contained in this instrument.

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

11.5 Training and services will be provided upon demand from GTE and confirmation of slot availability by the CONTRACTED PARTY.

12 SERVICES PERFORMANCE AND RECEIPT

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

12.2 The Contract's period of validity shall be 12 (twelve) months, starting on the date of its Signature. Its validity may be extended by mutual agreement between the parties for an additional equal period of 12 months, if it is in the CONTRACTING PARTY's interest, up the overall limit of 60 months.

12.3 The contract execution may extrapolate the fiscal year since the expenses referred to the hiring are completely obligated within the fiscal year in other to register the obligation as "to be paid", in accordance with Normative Ordinance AGU n. 39, from December 13, 2011.

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

12.5 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.

12.6 It is the responsibility of the RECEIVING COMMISSION to:

12.6.1 Ensure that the CONTRACTED PARTY meets all requirements for the service objects, which are described in this BASIC PROJECT:



12.6.2 Accept or reject services according to the specifications set forth in the BASIC PROJECT within 15 (fifteen) consecutive days.

12.6.3 Once approved, the INVOICES shall be sent to the BACW's Contract Department, together with an Acceptance Receipt within 5 (five) days. If there is any discrepancy, the INVOICE must be returned to the CONTRACTED PARTY, so that the necessary corrections may be made, with a letter explaining the reasons for its return; and

12.6.4 During the performance of the CONTRACT, all proposals, questions, discrepancies, causing difficulties or requiring evaluation must be submitted to the MONITOR. If necessary, the MONITOR may submit all proposals, questions, discrepancies, causing difficulties or requiring evaluation for the purpose of receiving approval and/or issue of opinion by the BACW's Chief.

13 OBLIGATIONS

13.1 CONTRACTING PARTY'S OBLIGATIONS:

13.1.1 Provide all conditions enabling the CONTRACTED PARTY to perform the services herein in accordance with the terms of the contract.

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

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

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

13.1.5 Pay the CONTRACTED PARTY the amount resulting from the rendered services, in accordance with contractual terms;

13.1.6 Zealously ensure that –throughout contract implementation- all eligibility and qualification conditions –required at the time of Contract signature- be maintained, compatibly with the obligations undertaken by the CONTRACTED PARTY.

13.2 CONTRACTED PARTY'S OBLIGATIONS:

13.2.1 Perform the services in accordance with this BASIC PROJECT, and with the CONTRACTED PARTY'S proposal, with the necessary means for the fulfillment of contractual terms;

13.2.2 Repair, correct, remove, rebuild or replace, at its own cost, in full or in part, any activities performed in which performance-related faults, flaws or defects are at the Administration's discretion, by presenting a new methodology for assessment by the Administration;



13.2.3 Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances;

13.2.4 Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract;

13.2.5 The CONTRACTED PARTY shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary;

13.2.6 Assume civil liability for moral and material damages caused to the Brazilian Nation by its employees', workers', agents' or representatives actions or omissions;

13.2.7 Use, in accordance with the OBJECT of this Basic Project Plan, qualified employees, as per current regulations and norms in place;

13.2.8 Prohibit, during the performance of services, the use of officials related to public offices, positions of trust or COMAER employees;

13.2.9 Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as CONTRACTING PARTY furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract;

13.2.10 Take responsibility for all work-related and fiscal obligations connected with the Contract Subject and maintain throughout contract implementation, compatibly with the obligations undertaken, all eligibility requirements demanded at Bid;

13.2.11 Maintain throughout the CONTRACT term, consistency with the obligations assumed and all the eligibility and qualification conditions required in the bidding.

13.2.12 Not transfer to third parties any responsibility connected with the obligations undertaken, even in case of sub-contracting further to approval by the CONTRACTING PARTY;

13.2.13 Cover any onus associated with a possible oversight in the amounts and values of its proposal, including as regards variable costs which are dependent on future and uncertain factors;

13.2.14 Provide information and clarification of a technical nature, showing all necessary data and documents, when requested by the MONITOR;

13.2.15 Partial or total non-compliance with the responsibilities undertaken by the CONTRACTED PARTY shall result in the application of administrative sanctions, established in the future CONTRACT, including fines, and may culminate in contract termination;



13.2.16 Assure to the CONTRACTING PARTY the right to perform inspections at the CONTRACTED PARTY facilities with the CONTRACTING PARTY's technical team and/or with a technical team available by COMAER during the validity of the CONTRACT, in order to assure the CONTRACTED PARTY's capacity to perform the services that are object of this BASIC PROJECT. Inspections shall be scheduled by the CONTRACTING PARTY and fulfilled by the CONTRACTED PARTY within 48 hours of the request;

13.2.17 The CONTRACTED PARTY shall present the training receipt with at least the following information:

13.2.17.1 Equipment used;

13.2.17.2 Amount of hours trained;

13.2.17.3 The squadron that performed the training;

13.2.17.4 The date and time in which the training happened; and

13.2.17.5 The signature of the crew that performed the training.

14 SUBCONTRACTING

14.1 Subcontracting is not allowed for this BASIC PROJECT.

15 ALTERATION TO CONTRACTED'S PARTY

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

16 MONITORING

16.1 The MONITOR must be an Administrative employee, specifically appointed by the Administration, in accordance with the precepts established by Law N° 8.666/1993, of ICA n° 65-8/2009, and of ICA n° 12-23/2017, so as to monitor and inspect the fulfillment of the contract to be executed.

16.2 Monitoring of contractual fulfillment consist in verifying the conformity of the services and the allocation of the necessary resources, thereby ensuring the perfect application of adjustment, and it must be performed by the MONITOR.

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



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

16.5 Contractual performance must be monitored and inspected through oversight instruments such as reports, including monitoring of the fulfillment of the obligations arising from this agreement.

16.6 The MONITOR shall note in his records all events related to the performance of the Contract, taking the necessary measures for the complete fulfillment of contractual clauses. The measures exceeding his competence must be notified to the relevant authority in a timely manner.

16.7 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.

17 ADMINISTRATIVE SANCTIONS

17.1 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.

17.2 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, to any and all damages and remedies available to CONTRACTING PARTY under the CONTRACT or applicable law, ensuring due process, including the following penalties:

17.2.1 Warning is the administrative penalty imposed when the contracted party infringe, 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 paai should be instructed.

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

17.2.3 Fines referred to in item II of Art. 87 (fine for total or partial non-performance of CONTRACT) of Federal Law n° 8.666/1993 (Brazil) may be defined and implemented as follow:



17.2.3.1 A fine may be applied for partial non-performance in the amount of 0.2% of the total amount of the CONTRACT if the CONTRACTED PARTY fails to comply with any condition set in the CONTRACT; and

17.2.3.2 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).

17.3 Provided prior defense of the person concerned within five (5) business days, the fine for the total or partial non-performance of the CONTRACT, referred to in item II of art. 87of Federal Law n° 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 n° 8.666/93 (Brazil).

17.4 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.

17.4.1 If payment of the preceding items is not satisfied, the fines will be deducted from the financial guarantee.

17.5 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.

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

17.7 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 n° 8.666/93 (Brazil).

17.8 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 n° 8.666/93 (Brazil), combined with Article 9 of Federal Law n° 10.520/2002 (Brazil), will be applied in MOs under the jurisdiction of the COMAER, with the following:

17.8.1 For up to 30 (thirty) days:



17.8.1.1 In noncompliance of the deadline for taking corrective measures during the application of the warning sanction; and

17.8.1.2 The disruption of any act of public bidding session.

17.8.2 For up to three 3 (three) months:

17.8.2.1 The withdrawal of the proposal, without just cause due to supervening fact;

17.8.2.2 The complaint of the unenforceability of the prices presented; and

17.8.2.3 In presentation of frivolous appeal.

17.8.3 For up to six (6) months:

17.8.3.1 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;

17.8.3.2 The absence of financial guarantee submission under this Invitation for Bid;

17.8.3.3 The recurrence of punishable illicit practice in the form of items "17.8.1" and "17.8.2" of this item, in less than 24 (twenty four) months;

17.8.3.4 The application of the second administrative sanction accompanied by a fine;

17.8.3.5 The implementation of two administrative sanctions warnings 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

17.8.3.6 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;

17.8.4 For up to twelve (12) months:

17.8.4.1 When the CONTRACTED PARTY delays unreasonably the execution of the service, which implies termination;

17.8.4.2 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

17.8.4.3 The recurrence of punishable default practice in the form of item "17.8.3", within less than 36 (thirty six) months.

17.8.5 Up to 24 (twenty four) months:



17.8.5.1 In the commission of an unlawful act, seeking to frustrate the objectives of this Bidding, such as the formation of collusion or cartel;

17.8.5.2 In the presentation of "fraudulent" documents "adulterated", "false" or "fake";

17.8.5.3 In the issue of "false declaration";

17.8.5.4 In the definitive conviction for willful practice of tax fraud in the collection of taxes related to the CONTRACT;

17.8.5.5 In the shutdown of the service without good cause and without prior notice to the Administration;

17.8.5.6 In the delivery of material "fake" or "adulterated", using trickery to deceive the Administration;

17.8.5.7 In the contractual non-performance resulting in serious damage to the Administration; and

17.8.5.8 In the recurrence of punishable default practice in the form of item "17.8.4" in less than 48 (forty eight) months.

17.9 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.

17.10 It is understood by failure in the performance of the CONTRACT, means to not complete the provision of the service in accordance with the technical specifications contained in this CONTRACT.

17.11 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.

17.12 The PAAI application of declaration of unfitness will be forwarded to the State Defense Minister, through the chain of command and the opinion of COJAER, 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:

17.12.1 The CONTRACTED PARTY has suffered definitive conviction for tax fraud;

17.12.2 A business or professional committed unlawful act aimed at frustrating the objectives of the tender;

17.12.3 The Administration may find that the company or professional does not have competence to be hired because of committed unlawful acts; or

17.12.4 Finding, by the Court of the Union, the occurrence of fraud in connection with the Bid.



17.13 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 two (2) years of its application.

17.14 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.

[Handwritten signatures]



18 ANNEXES

18.1 The following annexes are integral parts of this BASIC PROJECT, regardless of whether or not they are herein transcribed:

ANNEX A – TECHNICAL SPECIFICATION;
ANNEX B – MEASUREMENT INSTRUMENT OF RESULTS
ANNEX C – PHYSICAL AND FINANCIAL SCHEDULE

Brasília, May 05, 2020.

MARCEL NÓBREGA DOS SANTOS Maj Av
Head of GTE Operations Section

JOSÉ VINICIUS BALTHAZAR SOUZA Maj Av
Head of GTE-1 Operations Section

RÓDILY FERNANDES PAZ Cap Av
Head of the GTE Training Contracts Subsection

Approved by:

ALLAN DOMINGUES DE MENDONÇA Ten Cel Av
GTE Expenses Authorizer



MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
SPECIAL TRANSPORT GROUP

ANNEX A – TECHNICAL SPECIFICATION

1. Type of equipment – airplane”
Flight Simulator of the aircraft EMB-190 / VC-2
2. Category
FFS EMB-190 Level D
3. Number of axels
3 (three) axes
4. Degrees of simulator liberty
6 (six) degrees of of freedom
5. Visual conditions
DAY/ NIGHT
6. Period of training
August 2020 to July 2021.
7. Operational capacity VFR/IFR required
VFR and IFR required.
8. Dry or wet training
DRY training
9. Flight training device necessity
HEADUP DISPLAY (HGS COMBINER) IS REQUIRED
10. Amount of hours of training on flight simulator for the period of training.
224 hours – DRY
4 pilots – IOS (free of charge)

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ANNEX B - RESULT MEASUREMENT INSTRUMENT (IMR)
(Evaluation of the quality of the Services)

N° 01 Compliance with contracted hours	
Item	Description
Purpose	Ensure compliance with contracted hours.
Goal to comply	100%
Measuring instrument	Simulator Training Report - RTS (Annex D of ICA 12-26/2016).
Follow-up form	Conference of the received RTS.
Frequency	Every training done.
Calculation Mechanism	Each RTS will be checked for observations posted in the "HOURS WINGED" and "CHANGES" fields. number of actual training hours / number of planned hours = N
Effective date	Training start date.
Adjustment ranges in payment	N > 0,9 - 100% From 0,7 to 0,9 - N multiplied by the value of the invoice. N < 0,7 - the Contracted Party must relocate the training slot.
Penalties	Contracted Party shall pay for the expenses of food, lodging and transportation of the members of the Contracting Party involved if rescheduling is not possible until the last day planned for the training of the group in question.
Comments	In the hours of effective training will not be computed the period in which the simulator is stopped as a result of malfunctions in the equipment.

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ANNEX C - PHYSICAL AND FINANCIAL SCHEDULE

ITEM	DESCRIPTION	QTTY	Unit Value (US\$)	Deadline for Execution	Deadline for Payment
01	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	224 hours	598.43	(* D + 12 months	(**) D + 30 days
	TOTAL		134,049.07		

*D = Date of Contract Signing

**D= Invoice Receipt Date

Handwritten signatures in blue ink, including a large signature on the left and a smaller one on the right.

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ANNEX C - PHYSICAL AND FINANCIAL SCHEDULE

ITEM	DESCRIPTION	QTTY	Value (US\$)	Deadline for Execution	Deadline for Payment
01	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	48 hours	28,724.64	OCT 31	NOV 29
02	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	48 hours	28,724.64	NOV 31	DEC 29
03	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	FEB 28	MAR 29
04	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	32 hours	19,149.76	MAR 31	APR 29
05	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	MAR 31	APR 29
06	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	APR 30	MAY 29
07	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	MAY 31	JUN 29
08	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	JUN 30	JUL 29

09	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	JUL 31	AUG 29
10	Flight Simulator Training Aircraft VC-2 (EMB 190) (DRY)	16 hours	9,574.88	AUG 31	SEP 29
	TOTAL		134,049.07		

The execution phase of the contract is subjected to the Air Crew's markings of the crew and may be modified during the performance of the contract in accordance with the need for training and financial forecasting.