



**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
FLIGHT INSPECTION SPECIAL GROUP**

TECHNICAL SPECIFICATION

Legal Support: Prepared based on the guidelines provided by the art. 123 of the Brazilian Federal Law No. 8,666/1993.

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1. PREAMBLE

1.1. The purpose of this Basic Project is to present the set of necessary and sufficient elements, with an adequate level of accuracy, to characterize the specifications for hiring Flight Simulator Operation Training and Flight Simulator Training for the **HAWKER 800XP** aircraft, for a period of 12 months, with the possibility of extensions up to the limit of 60 months.

1.2. This Basic Project was prepared based on preliminary indications, which ensure technical feasibility, assess its costs, define its deadlines and its methods of execution, as well as guide and discipline the relationship between the future CONTRACTOR and the CONTRACTING PARTY.

2. DEFINITIONS

2.1. In order to facilitate the understanding of the terminologies and simplify the text, the following abbreviations as well as the expressions were adopted, followed by their subsequent definitions:

2.1.1. COMAER – Air Force Command;

2.1.2. COMREC – Products and Services Receipt Commission;

2.1.3. CONTRACTED PARTY – individual or legal entity contracted to perform the services;

2.1.4. CONTRACTING PARTY – Aeronautical Commission in Washington DC;

2.1.5. ICA – Instruction of the Air Force Command;

2.1.6. TAX - Individual or committee representing the CONTRACTING PARTY before the CONTRACTOR, systematically appointed to monitor and inspect the execution of the contractual instrument and the additional requests issued by the Federal Government, in all its aspects;

2.1.7. PAG – Administrative Management Process;

2.1.8. PAAI - Formal internal administrative procedure consisting of the registration of all acts and the verification of administrative facts, necessary for the correct clarification and judgment of the Competent Authority, allowing it to instruct the due legal process, culminating in the application or not of the administrative sanctions provided for in the Law (ICA 12-23/2017);

2.1.9. TERM OF RECEIPT - Document issued by COMREC attesting and accepting the services performed.

3. OBJECT

3.1. The contracting of **75 hours of training in a DRY-type flight simulator**, with exclusive availability to the Brazilian COMAER pilots, in the **HAWKER 800XP** aircraft, in order to meet



the needs of the COMAER in accordance with the Technical Data Sheet, Annex A, according to conditions, quantities and requirements established in this instrument, and the table below:

Military Organization	Training Hours	Number of Pilots	Aircraft	Category	Type
DECEA	75	23	HAWKER 800XP	D	DRY

3.2. It is worth noting that the "DRY" type training, presented in the Technical Data, means that the CONTRACTOR must only rent the hours in simulator, as the instructors will be the pilots of the Brazilian Air Force aviators, after taking the operation course of the simulator, provided by the CONTRACTOR.

3.3. In view of the complexity of avionics and the emergencies associated with the aircraft, the simulator for training pilots must be certified as Full Flight Simulator (FFS), minimum acceptable level "D". The qualification of Flight Simulator Training Devices (FSTD - Flight Simulator Training Devices) aims to verify their performance and realism characteristics, as well as classify them in the various existing categories. Qualification is an activity based on technical standards issued by civil aviation regulatory agencies, which establish objective and subjective parameters of quality and realism. In the case of COMAER, the FSTD are used for training provided for in the Instruction 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, which 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 FSTD qualification is an activity based on technical standards issued by civil aviation regulatory agencies, which establish objective and subjective parameters of quality and realism. Only devices with a certification awarded by ANAC can be used to generate credits for flight hours in pilot training, as provided for in RBAC 61 (Brazilian Civil Aviation Regulation).

3.5. To ensure ANAC's approval, the BIDDER may verify its qualification through the website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladors-de-voofstd/arquivos/Simulador.xls> .

3.6. To ensure FAA approval, the BIDDER may verify their qualification through the FAA website: https://www.faa.gov/about/initiatives/nsp/data_lists/ .

3.7. In order to ensure EASA approval, the BIDDER may verify their qualification through the EASA website: <https://lisstdis.easa.europa.eu> . EFTA States).



3.8. The FSTD can be approved as a means of training in an Air Operator Operational Training Program (RBAC 121 or RBAC 135), Civil Aviation Training Center (RBAC 142) or in a Civil Aviation School Instruction Program (RBHA 141). In the case of COMAER, the FSTD are used for training provided for in the Operational Elevation Programs of the subordinate air units.

3.9. It is hereby noted that the performance of the services under this Basic Project must comply with the laws and regulations determined by the US government, the district and the state in which the buildings are located.

4. JUSTIFICATION

O Grupo Especial de Inspecao em voo tem como missão garantir, por meio da atividade de Inspeção em Voo e Radiomonitoragem, os parâmetros de operação exigidos para o funcionamento dos serviços de navegação aérea fornecidos pelo Sistema de Controle do Espaço Aéreo Brasileiro, para isso, dispõe no seu acervo, dentre outras, a aeronave hawker 800 XP para cumprir essa missão.

The Special In-flight Inspection Group's mission is to ensure, through the activity of In-flight Inspection and Radiomonitoring, the operating parameters required for the operation of air navigation services provided by the Brazilian Airspace Control System, for this purpose, in its collection, among others, the hawker 800 XP aircraft to accomplish this mission.

4.1. The HAWKER 800XP is one of the aircraft used to fulfill this regulatory mission. DECEA uses specific internal regulation, the Instruction and Operational Maintenance Program of the Special Flight Inspection Group, which provides as a fundamental requirement the training in flight simulator for its pilots.

4.2. The Aeronautics Command uses a specific internal regulation, the Instruction of the Aeronautics Command (ICA) 12-16/2007, which deals with the management and training of flight simulators in Brazil and abroad. Said instruction foresees that the needs of each Military Organization are forwarded to the respective General Commands, Departments and GABAER, with the purpose of being condensed and analyzed according to the real needs of the respective Military Organization.

4.3. Flight simulators are devices used to qualify technical crew, where only in these equipment it is possible to train critical emergency situations in flight and on the ground with great realism, without risk to the life of the crew and the integrity of the aircraft.

4.4. In addition, the use of flight simulators provides fuel savings and aircraft cell hours, directly influencing the cost of training and the environmental impact generated by burning fuel.

4.5. With these trainings, the Air Force military personnel, from the Aviation Officers Board, will be prepared to face adverse situations, aiming at the Safety of operations on board aircraft.



4.6. Without prejudice to the provisions of clause 3 above, in relation to the total hours to be contracted, the training and operational maintenance program for Brazilian Air Force pilots provides for the annual training of HAWKER 800XP pilots with 6 hours of simulator. Thus, for similarity, this contract provides for the initial training of 02 (two) pilots in the simulator, as well as operational maintenance for 21 (twenty-one) pilots, generating significant savings in resources. Furthermore, it is worth noting that the hiring in question aims to contemplate the rotation of pilots who are assigned to DECEA, considering the natural movement of personnel that occurs annually in the Aeronautics Command (COMAER).

4.7. The object of this Basic Project is usual for the Brazilian Air Force, since it does not have the HAWKER 800XP aircraft flight simulator in its collection.

4.8. Therefore, the contracting of the intended services is necessary to provide continuity in the training of pilots for the Brazilian Air Force's HAWKER 800XP aircraft. Therefore, it is of paramount importance to carry out pilot training, as well as to maintain the replenishment of pilots for the fulfillment of the in-flight inspection mission.

5. ESTIMATED BUDGET

5.1. The estimated value, at the lowest cost, for the performance of the simulator service for the HAWKER 800XP aircraft is USD 11,250.00 (eleven thousand two hundred and fifty US dollars) for training 02 pilots, free of charge for training of simulator instructors and USD 59,062.50 (fifty-nine thousand, sixty US dollars and fifty cents) for operational training of 21 pilots for 12 months of contractual execution of DRY-type simulator, totaling USD 70,312.50 (seventy thousand, three hundred and twelve US dollars and fifty cents).

5.2. The estimated amount of hours included in this Basic Project does not imply any obligation of the CONTRACTING PARTY.

6. BUDGET ALLOCATION

6.1. Expenses arising from the contracting must be defrayed from the resources of the Expense Nature No. 33.90.39, issued by the BACW from the Air Force Command Action Plan, based on the General Budget for the fiscal year.

7. PERFORMANCE TYPE

7.1. The services of this Project Plan should be contracted as the LOWEST PRICE, and the Performance Type should be Unit Price Contract (“Empreitada por Preço Unitário”).

8. CLASSIFICATION OF THE SERVICES

8.1. The service to be contracted is classified as a continuous service, as defined in Art. 15 of IN-SLTI nº 05/2017 and in item 1.1 of this Basic Project.



8.2. It should be noted that continued services are those whose interruption could compromise the fulfillment of the institutional mission, and, thus, its continuous execution is necessary to ensure the functioning of the core activity of the agency. Flight simulator training is essential for the Brazilian Air Force pilots to be able to face adverse flight situations in order to fulfill the Flight Inspection mission.

8.3. The services to be contracted fall within the presuppositions of Decree No. 9,507, of 2018, constituting accessory, instrumental or complementary material activities to the area of legal competence of the bidding agency, not inherent to the functional categories covered by its respective plan of positions.

8.4. The provision of services does not generate an employment relationship between the Contractor's employees and the Administration, prohibiting any relationship between them that characterizes personhood and direct subordination.

9. ENVIRONMENT SUSTAINABILITY CRITERIA

9.1. Any installation, equipment or process, located in a fixed location, that releases or emits matter into the atmosphere, by punctual or fugitive emission, used in the contractual performance, must respect the maximum limits for emission of pollutants admitted in CONAMA Resolution No. 382 of 12/26/2006, and related legislation, according to the pollutant and type of source, if located in Brazil, or related legislation, if located abroad.

9.2. In the performance of the contract, as the case may be, the emission of noise may not exceed the levels considered acceptable by Standard NBR-10.151 - Noise Assessment in Inhabited Areas for the comfort of the community, the Brazilian Association of Technical Standards - ABNT, or those established in the NBR-10.152 - Noise Levels for Acoustic Comfort, of the Brazilian Association of Technical Standards - ABNT, pursuant to CONAMA Resolution No. 01, of 03/08/1990, or related legislation, if located abroad

9.3. Pursuant to article 4, § 3, of Normative Instruction SLTI/MPOG No. 1, of 01/19/2010, or standard pertinent to the respective location of operation/maintenance of the aircraft, aggregates shall be used, in the contractual execution, recycled materials, whenever there is an offer of such materials, supply capacity and lower cost in relation to natural aggregates, inserting the corresponding costs in the price formation spreadsheet.

10. SERVICE SPECIFICATION

10.1. The services will be performed on the CONTRACTOR's premises, in accordance with COMAER's needs.

10.2. The days to be made available will be business days, Saturdays and Sundays, according to the timetable provided by the CONTRACTOR.



10.3. The CONTRACTOR shall perform the service using the materials and equipment necessary for the perfect execution of the services to be provided, according to ANNEX A (Technical Data Sheet).

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

10.5. For training purposes, pilots must be able to maneuver the simulation equipment in order to cover the following aspects of instruction:

10.5.1. Flight preparation procedures, including pre-flight inspections, engine operation and aircraft systems;

10.5.2. Pre-flight procedures, including weight and balance determination, aircraft inspections and services;

10.5.3. Airport rollover and surface operations, including engine tests;

10.5.4. Normal take-offs and landings, with cross wind and/or with some type of failure in the various equipment and systems of the aircraft (in-flight engine failure, in-flight engine fire, compensator tripping, electrical failures, pressurization system failures, failures in the hydraulic system, etc.);

10.5.5. Maximum performance takeoffs (short runway and overtaking obstacles);

10.5.6. Flight with or without autopilot;

10.5.7. Air traffic circuits, including entry and exit procedures, proper functioning of GPWS "TERRAIN" mode for mountainous region information;

10.5.8. Straight and level flight;

10.5.9. Control of the plane and maneuvers through external visual references;

10.5.10. Ascents and curves on the rise;

10.5.11. Descends with and without curves, using high and low resistance configurations;

10.5.12. Flights with different speeds, from maximum operational to minimum controlled speed;

10.5.13. Flight at low critical speeds, pre-stall, full stall and bolt recognition and recovery;

10.5.14. Flight with asymmetric power;

10.5.15. Emergency procedures and aircraft equipment and systems malfunctions;



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- 10.5.16.** Air traffic circuits, including entry and exit procedures, ways to avoid collisions and aircraft wake turbulence;
- 10.5.17.** Instrument approaches training (NDB, VOR, RNAV and ILS);
- 10.5.18.** Approaches to the landing area with engine power at idle, with partial power and single engine;
- 10.5.19.** Landing plan;
- 10.5.20.** Missed approaches from final approach to plane touchdown in various flight configurations, including turns;
- 10.5.21.** Ability to train instrument procedures under CAT II and CAT III conditions;
- 10.5.22.** Forced landing procedures, initiated from: a takeoff, during the initial ascent; from the cruise flight; and from descent and in transit to landing;
- 10.5.23.** Stall inputs range from various attitudes and power combinations with recovery starting at the first loss indication and recovery from a 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.** Operations at aerodromes and on traffic circuits; precautions and procedures relating to collision avoidance;
- 10.5.27.** Flight at low critical speeds, pre-stall recognition and recovery, full stall;
- 10.5.28.** Flight with asymmetric power, in the case of a multi-engine class or multi-engine airplane type rating;
- 10.5.29.** Normal and crosswind take-offs and landings;
- 10.5.30.** Short runway landings;
- 10.5.31.** Basic flight maneuvers and abnormal attitude recovery by reference to basic flight instruments only;
- 10.5.32.** Navigation flight through visual references, estimated navigation and with the aid of radio navigation;
- 10.5.33.** Emergency operations, including simulated aircraft equipment failures;



10.5.34. Operations with origin, destination or transit through controlled aerodromes, complying with the procedures of air traffic control services and radio communication procedures and phraseology; and

10.5.35. Procedures and phraseology for communications.

11. SERVICE PERFORMANCE EVALUATION METHODOLOGY

11.1. The services must be performed based on the following minimum parameters:

11.1.1. Full functioning of 3D screens;

11.1.2. Full functioning of the instructor's panel your commands;

11.1.3. MOTION operation to execute the instruction in FFS (Full Flight Simulator);

11.1.4. Operation of all aircraft instruments;

11.1.5. Updated FMS database with current procedures at national and international airports;

11.1.6. Full functioning of the autopilot.

11.1.7. Operation of aircraft systems in accordance with the Quick Reference Handbook (QRH);

11.1.8. Operation of all aircraft displays; and

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

11.2. The CONTRACTOR, in case of equipment malfunction during the performance of the service, shall make efforts to resolve the imperfections within a maximum of 24 hours, and shall reallocate the scheduled appointments for the Brazilian Air Force, in coordination with the oldest Officer of the crew, until the specific date of return of the crew in training, in order to avoid further damage to instruction.

11.3. If there is any irregularity (“crash”) in the simulator that makes it impossible to finish the training of the programmed hours, the counting will be interrupted and only the hours used will be received.

11.4. For receipt, the following must be evaluated:

11.4.1. Compliance with scheduled times: if there were delays in the start of training by the CONTRACTOR that could harm the Administration;

11.4.2. Recurring simulation system problems that may interfere with simulation training;

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



11.5. The CONTRACTOR must provide the simulator's location and equipment in good cleaning and conservation conditions.

11.6. The training and services will be provided upon demand by GEIV and confirmation of availability of slots by the CONTRACTOR.

12. SERVICE PERFORMANCE AND RECEIPT

12.1. The execution of the services will start from the signing of the contract, as follows:

12.2. The term of the Agreement shall be 12 (twelve) months from the date of its signature. The validity may be extended, by agreement between the parties, for an additional period of 12 months, if it is in the CONTRACTING PARTY's interest, up to a maximum limit of 60 months.

12.3. The term may exceed the financial year, provided that the expenses related to the hiring are fully committed by December 31, for the purpose of registering in balances payable, as per AGU Normative Guideline No. 39, of 12/13/2011.

12.4. The services may be rejected, in whole or in part, when not in accordance with the specifications contained in this BASIC DESIGN and in the proposal, and must be corrected / redone / replaced within the period set by the contract supervisor, at the CONTRACTOR's expense, without prejudice to the application of penalties.

12.5. The services that are the object of the CONTRACT must be received by COMREC in accordance with the specifications established in the BASIC DESIGN.

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

12.6.1. Ensure that the CONTRACTOR will follow the description of all services that are the subject of the BASIC DESIGN;

12.6.2. Receive or reject the services in accordance with the specifications described in the BASIC PROJECT within 15 (fifteen) calendar days.

12.6.3. Once approved, the invoices will be sent to the BACW Contracts Division, accompanied by the Receipt Term within 5 (five) days. If there are discrepancies, the invoice must be returned to the CONTRACTOR, so that the necessary corrections can be made, with a letter explaining the reasons for the return; and

12.6.4. During the execution of the contract, all proposals, questions, discrepancies and difficulties encountered during the execution of the CONTRACT or that require an assessment must be submitted to the SUPERVISION, for consideration by the Head of BACW.

13. OBLIGATIONS



13.1. CONTRACTING PARTY OBLIGATIONS:

13.1.1. Provide all the conditions that enable the CONTRACTOR to carry out the services, in accordance with the provisions set forth in the CONTRACT;

13.1.2. Require the fulfillment of all obligations assumed by the CONTRACTOR, in accordance with the provisions contained in the BASIC DESIGN, in the CONTRACT and in the terms and conditions of its proposal;

13.1.3. Carry out the supervision of services by agents of the Administration officially designated for this purpose, who will record any failures found, showing the day, month and year, as well as the names of people who may be involved, sharing such information with the relevant authorities for any action applicable;

13.1.4. Notify the CONTRACTOR, in writing, of the occurrence of any irregularities during the performance of the services and establish a deadline for their correction;

13.1.5. Pay the CONTRACTOR the amount due for the provision of services, as established in the CONTRACT, upon receipt and acceptance of an invoice; and

13.1.6. Ensure that, throughout the term of the CONTRACT, all eligibility conditions and qualifications required in the bidding process will be maintained, in accordance with the obligations assumed by the CONTRACTOR.

13.2. EMPLOYEE'S OBLIGATIONS:

13.2.1. Perform the services in accordance with the specifications provided in the BASIC DESIGN and its proposal, with the necessary resources for full compliance with the provisions of the CONTRACT under discussion;

13.2.2. Repair, correct, remove or replace, at its expense, in whole or in part, any activities performed that result from errors, failures or defects, at the discretion of Management, presenting a new methodology for analysis;

13.2.3. Ensure that its employees are properly trained, licensed and/or certified to operate the necessary systems or equipment for which licensed and/or certified persons are required by federal, state or local laws; codes or ordinances;

13.2.4. Be responsible for making management and operational decisions to meet the quality levels required in the contract;

13.2.5. The CONTRACTOR shall be responsible for maintaining satisfactory levels of competence, conduct, appearance and integrity of its employees and shall be responsible for taking administrative actions related to its employees, if necessary;



13.2.6. Bear civil liability for any and all material damages to the Brazilian Nation and for damages caused by action or omission by contracted employees, workers, agents or representatives of the CONTRACTOR;

13.2.7. To use, in accordance with the PURPOSE of this Basic Project, qualified employees in compliance with current rules and regulations;

13.2.8. Prohibit, during the performance of the services, the use of employees related to public office, positions of trust or part of the Commission in BACW;

13.2.9. Provide all personnel, work, equipment, materials, tools, supervision, management, training/certifications and services, except as expressly indicated by the CONTRACTING PARTY, and perform all necessary actions related or caused and perform and provide the efforts described in the contract;

13.2.10. Be responsible for all labor, social, social security, tax and other obligations provided for in specific legislation, whose default does not transfer responsibility to the CONTRACTING PARTY;

13.2.11. Not transfer to third parties any responsibility connected with the obligations assumed, even in the case of subcontracting, if approved by the CONTRACTING PARTY;

13.2.12. Be responsible for any costs resulting from any errors made in calculating the number of items in your proposal, including variable costs associated with future and uncertain facts;

13.2.13. Provide all the clarifications requested by the CONTRACTING PARTY, immediately investigating the complaints;

13.2.14. Total or partial non-performance of the responsibilities assumed by the CONTRACTOR may result in the application of administrative sanctions, established in the CONTRACT, including fines and even culminating in the termination of the contract;

13.2.15. Ensure the CONTRACTING PARTY the right to carry out inspection of its facilities with its technical staff and/or the technical staff available at the Air Force Command, during the term of the Contract, in order to prove full training for the execution of the contracted services, upon prior authorization by the CONTRACTING PARTY, and the CONTRACTOR shall schedule the inspection within 48 hours;

13.2.16. The CONTRACTOR must present a training receipt with at least the following information:

13.2.16.1. Equipment used;

13.2.16.2. Number of hours of training;



13.2.16.3. The squad that performed the training;

13.2.16.4. The date and time the training took place; and

13.2.16.5. The signature of the crew who performed the training.

14. SUBCONTRACTING

14.1. There will be no subcontracting option for the object of this Basic Project.

15. SUBJECTIVE ALTERATION

15.1. It is admissible the merger, spin-off or incorporation of the CONTRACTOR with/into another legal entity, provided that the new legal entity complies with all the qualification requirements required in the original bid, the other clauses and conditions of the contract are maintained, without prejudice to the performance of the agreed upon object and there is the express consent of the Administration to the continuity of the contract.

16. CONTRACT MONITORING

16.1. The CONTRACT MONITOR must be a Federal Employee of the Brazilian Administration, specifically appointed by the Brazilian Administration, in accordance with the precepts established by Law No. 8.666/1993, ICA No. 65-8/2009 and ICA No. 12-23/2019, who will then monitor and inspect the fulfillment of the contract to be executed.

16.2. The inspection of contractual execution consists of verifying the conformity of services and the availability of resources, ensuring the perfect application of the adjustments, to be carried out by the FISCAL.

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

16.4. Adequate verification of contractual compliance must be carried out based on the criteria established in the BASIC DESIGN and in accordance with the contractual terms.

16.5. The contractual performance must be monitored and inspected, including monitoring the fulfillment of obligations arising from the CONTRACT.

16.6. The SUPERVISION must record in its records all events related to the execution of the CONTRACT, taking the necessary measures to fully comply with the contractual clauses. Measures that exceed its competence must be notified to the competent authority in a timely manner.



16.7. The monitoring and supervision of the contractual performance performed by the CONTRACTING PARTY does not eliminate the CONTRACTOR's responsibility, including to third parties, for any irregularities, even if arising from technical imperfections, failures or improper use of equipment. In the event of such incidents, they do not imply the shared responsibility of the CONTRACTING PARTY, its representatives or employees.

17. ADMINISTRATIVE SANCTION

17.1. For the application of administrative sanctions, the following must be considered: the seriousness of the offense, the recurrence, the damage caused to the Public Interest and the damage caused to the Administration.

17.2. Failure to comply with the CONTRACT as a whole or in part or any breach of the obligations contained in the CONTRACT and in this Notice, shall subject the CONTRACTOR, without prejudice to other civil and criminal penalties, to any and all damages and remedies available for contracting by the CONTRACTING PARTY, under the CONTRACT or applicable law, with due legal process ensured, to the following penalties:

17.2.1. Warning is the administrative sanction applied when the CONTRACTOR breaches, for the first time, obligations related to the delay in the contractual terms or presentation of an incorrect invoice, or for failure to comply with supervision guidelines within a period of up to 48 (forty-eight) hours, counted from the notification by the ENGINEER. To apply a Warning, an PAAI must be instructed.

17.2.2. The Warning shall not be proposed for cases of recidivism in the same type of breach of contractual obligation.

17.2.3. The fines referred to in item II, of art. 87 (fine for total or partial non-performance of the contract), of Law No. 8.666/93, may be defined and applied:

17.2.3.1. A fine may be imposed for partial non-performance of the adjustment in the amount of 0.2% (two tenths percent) of the CONTRACT value, if the CONTRACTOR fails to comply with any condition adjusted in the CONTRACT; and

17.2.3.2. When the CONTRACTOR gives rise to termination, a fine will be applied for total non-performance of the adjustment of 10% (ten percent) of the updated value of the CONTRACT, without prejudice to the late payment fine or other sanctions referred to in art. 87 of Law No. 8.666/93.

17.3. Provided the interested party's prior defense, within 5 (five) business days, the fine for total or partial non-performance of the CONTRACT may be applied, together with the other administrative sanctions provided for in items I, III and IV, of art. 87, of Law No. 8.666/93.



17.4. BACW shall inform the CONTRACTOR of the amount to be collected, exhausting all administrative resources and the right to ample defense, and the CONTRACTING PARTY shall deduct the amount of the overdue installments.

17.4.1. If the payment in the form of the previous items is not satisfied, the deduction of the fine due will be promoted, executing the CONTRACT guarantee.

17.5. After the actions mentioned in the previous items, if the refusal to pay the fine persists, the BACW Expenses Authorizing Officer (owner or delegate), as the case may be, will forward the process to the National Treasury Attorney (PGFN) for analysis and registration of the company sanctioned in Active Debt of the Union (DAU) and/or start the judicial execution, depending on the amount involved.

17.6. The imposition of a fine does not exempt the CONTRACTOR from repairing any damages, losses and damages that its punishable act may cause the Administration, nor does it exclude the possibility of imposing other administrative penalties.

17.7. The application of the fines provided for in the previous items may be appealed within 5 (five) business days.

17.8. The temporary suspension of participation in bidding and the impediment to contract with the Administration will be applied, within the scope of COMAER, with the following gradation:

17.8.1. For up to 30 (thirty) days:

17.8.1.1. Failure to comply with the deadline set for the adoption of corrective measures, when applying the warning sanction; and

17.8.1.2. In the disturbance of any act of the public session of the bidding.

17.8.2. For up to 3 (three) months:

17.8.2.1. In the withdrawal of the proposal, without a just reason arising from a supervening fact;

17.8.2.2. In the allegation of the unfeasibility of the offered prices themselves;

17.8.2.3. In filing a manifestly delaying appeal.

17.8.3. For up to 6 (six) months:

17.8.3.1. In the refusal of the winning bidder, summoned within the validity period of its proposal, to sign or accept the contract, or withdraw the equivalent instrument;

17.8.3.2. In the absence of a contractual guarantee, under the terms of the bidding notice;

17.8.3.3. In the recurrence of the practice of sanctionable offense pursuant to items 17.8.1 and 17.8.2 of this item, within a period of less than 24 (twenty-four) months;



17.8.3.4. In the application of the second administrative penalty of fine in this contract;

17.8.3.5. In the application of two administrative sanctions of warning and one of fine, within the scope of COMAER, within 12 (twelve) months, without the supplier having adopted corrective measures within the period determined by the Administration; and

17.8.3.6. In the application of two administrative fines within the scope of COMAER, within 12 (twelve) months, without the supplier having adopted corrective measures within the period determined by the Administration.

17.8.4. For up to 12 (twelve) months:

17.8.4.1. When the CONTRACTOR unreasonably delays the execution of the service, which implies in contractual termination;

17.8.4.2. When the CONTRACTOR does not pay/pay off the fine within the established period, in situations where it is not possible to deduct its value from the guarantee or credits arising from executed installments; and

17.8.4.3. In the case of a recurrent practice of sanctionable default pursuant to item 15.8.3 within a period of less than 36 (thirty-six) months.

17.8.5. For up to 24 (twenty four) months:

17.8.5.1. In the practice of an unlawful act, aiming to frustrate the bidding objectives, such as: the formation of collusion or cartel;

17.8.5.2. In the presentation of “fraudulent”, “adulterated”, “false” or “falsified” documents;

17.8.5.3. When issuing a “false statement”;

17.8.5.4. In the final conviction for the fraudulent practice of tax fraud in the payment of taxes related to the contract;

17.8.5.5. In the interruption of the service without just reason and without prior notification to the Administration;

17.8.5.6. In the delivery of “falsified” or “adulterated” material, using trickery to deceive the Administration;

17.8.5.7. In the breach of contract which results in serious damage to the Administration; and

17.8.5.8. In the recurrence of the practice of sanctionable default pursuant to item 17.8.4 within a period of less than 48 (forty-eight) months.



17.9. For the purposes of this Notice, with regard to the application of the administrative sanction of temporary suspension of participation in bidding and impediment to contract with the Administration, the term “Administration” refers to COMAER.

17.10. Failure to perform the CONTRACT is understood as not completing the provision of the service in accordance with the technical specifications contained in this Notice.

17.11. Improper behavior is understood to be the intentional conduct of trying to deceive or corrupt the Administration, or any of its agents, to obtain an undue advantage.

17.12. The PAAI for application of the Declaration of Disqualification will be forwarded to the Minister of State for Defense, via the chain of command and after the opinion of COJAER, in view of the exclusive competence of applying the sanction by the Minister of State. The application of this sanction will occur when qualifying in any of the situations below:

17.12.1. Has the company or professional suffered a definitive conviction for the practice, by fraudulent means, of tax fraud in the collection of any taxes;

17.12.2. Has the company or professional committed an unlawful act in order to frustrate the bidding objectives;

17.12.3. The Administration finds that the company or professional does not have the suitability to hire due to unlawful acts; or

17.12.4. Verification, by the Federal Court of Accounts, of the occurrence of proven fraud in the bidding process.

17.13. The criteria for the Declaration of Disqualification, which cannot exceed 5 (five) years under the terms of current legislation, will be sent to COJAER, for subsequent referral to the Minister of State for Defense. Rehabilitation for this sanction may be requested by the interested party after 2 (two) years of its application.

17.14. In the act of Declaration of Disability, the application of the sanction will be suggested, which must indicate in the respective PAAI, for the purpose of the supplier's rehabilitation, the amount to be reimbursed, with the legal additions due and any obligations.



18. ANEXOS

The following annexes are integral part of this Basic Project, whether or not they are here transcribed:

- ANNEX A** – TECHNICAL SPECIFICATION;
- ANNEX B** – MARKET RESEARCH;
- ANNEX C** – RESULT MEASUREMENT INSTRUMENT (IMR);
- ANNEX D** – PHYSICAL-FINANCIAL SCHEDULE.

Brasilia, July 29, 2021.

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**MINISTRY OF DEFENSE
AERONAUTICAL COMMAND
AIRSPACE CONTROL DEPARTMENT**

ANNEX A – TECHNICAL SPECIFICATION

1. Type of equipment – aircraft (“Type of equipment – airplane”)
Flight Simulator of the aircraft HAWKER 800XP Pro Line 21 avionics/IU-93M
2. Category: ("Category")
FFS HAWKER 800XP Level D
3. Number of axes: (“Number of axes”)
6 (six) axes
4. Degrees of simulator liberty: (“Degrees of simulator liberty”)
6 (six) degrees of freedom
5. Visual (day, night, both): ("Visual conditions")
DAY/NIGHT
6. Training period: ("Period of training")
18 days divided into two nine-day periods.
7. Operational capacity for VFR/IFR flight: (“Operational capacity VFR/IFR required”)
VFR and IFR required.
8. "Dry" or "wet" training: ("Dry or wet training")
DRY training
9. Need “FTD”: (“Flight training device necessity”)
Pro line 21 avionics
10. Number of hours of training on flight simulator for the period of training.
75 hours - DRY
IOS (free of charge)