

## MINISTRY OF DEFENSE

# AERONAUTICAL COMMAND AERONAUTICAL LOGISTICS CENTER

## BASIC PROJECT Nº 01/CELOG/2022

PAG n° 67101.003320/2020-14



## AIRCRAFT ACQUISITION – PROJECT KC–X3

**Review 1** 

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#### **II - DESCRIPTION**

#### 1 <u>OBJECT</u>

1.1.1 The purpose of this administrative proceeding is the acquisition of 02 (two) aircraft, as specified in this BASIC PROJECT and its Annexes, in compliance with ROP EMAER 118, according to the conditions, quantities and requirements established in this document.

ITEM	DESCRIPTION / SPECIFICATIONS	Identification CATMAT	Unit of Measure ment	Qt	Maximum Accepted Value
1	AIRCRAFT MODEL A330-200, MANUFACTURED ON A DATE AFTER JANUARY 01, 2014, COMPATIBLE WITH CONVERSION TO MILITARY FLIGHT REFUELING VERSION A330 MRTT.	116165	UN	02	USD 80,628,800.00
TOTAI	TOTAL USD 80,628,800.0			USD 80,628,800.00	

- 1.1.2 The object of this contracting is to provide a common good.
- 1.1.3 The OBJECT hereby specified consists of an indivisible lot with 02 (two) similar aircraft, standardized, according to the "sisterships" market concept, as established in item 9.6.3 of the Studies and Analysis of the Technical Specifications of the KC-Project X3 report, from EMAER, and summarized in item 4.3.1 of the RTLI of Project KC-X3.
- 1.1.4 The Maximum Acceptable value for supplying the Object of the Basic Project No. 01/CELOG/2022 is US\$ 80,628,800.00 (eighty million, six hundred and twenty-eight thousand, eight hundred US dollars).
- 1.1.5 The term of validity of the contract is 12 (twelve) months, counting from the date of signature of the contract, being extendable in the form of the article 57, § 1°, of the Brazilian Federal Law n° 8.666/93.
- 1.1.5.1 This period is justified by the fact that it allows fluidity and security for the Brazilian Federal Administration, together with the aircraft supplier, to receive and deploy the aircraft acquired at COMAER to fulfill its missions and, consequently, allow the Brazilian Air Force (FAB) to fulfill its institutional mission.

#### 2 JUSTIFICATION AND PURPOSE OF THIS CONTRACTING

2.1.1 The justification and purpose of this contracting are detailed in Topic 4 of the Preliminary Technical Study of this process.

#### 3 SOLUTION DESCRIPTION

3.1.1 The description of the solution as a whole, as detailed in Topic 7 of the Preliminary Technical Study of this process, in compliance with Project KC-X3. The detailed description has been compiled and appears in Annex 1 - TECHNICAL SPECIFICATION OF THE AIRCRAFT of this Basic Project.

## 4 <u>CLASSIFICATION OF COMMON GOODS AND SUPPLIER SELECTION</u> <u>FORM</u>

- 4.1.1 The nature of the contracted object is a common good under the terms of the sole paragraph of art. 1° of the Brazilian Law n° 10,520 of July 17, 2002, to be contracted through bidding, in the Bidding Process modality and the lowest price bidding type.
- 4.1.2 The supply of the good object of this contract does not create an employment relationship between the CONTRACTED PARTY's employees and the CONTRACTING PARTY's Administration, prohibiting any relationship between them that characterizes any private personnal relationship and/or direct subordination.

#### 4.2 SUPPLIER TECHNICAL QUALIFICATION REQUIRED

4.2.1 The participant company must provide the supporting documentation of technical qualification and production capacity, in order to be able to provide the object of this contract as provided for in item 18 - SUPPLIER SELECTION CRITERIA.

#### 5 SUSTAINABILITY CRITERIA

- 5.1.1 Criteria and sustainability practices:
- 5.1.1.1 The aircraft must have a valid certificate of airworthiness, issued by the Aeronautical Authority of the country in which it is registered, meeting all applicable emission requirements.

#### 6 DELIVERY AND ACCEPTANCE CRITERIA OF THE OBJECT

#### 6.1 GENERAL PROCEDURES FOR THE DELIVERY

- 6.1.1 The specific delivery procedures and acceptance criteria of the object are detailed in Annex 2 DELIVERY AND RECEIPT OF THE OBJECT of this Basic Project. The object will be accepted when its compliance with the specifications contained in this Basic Project and in the proposal presented is proven.
- 6.1.2 The specific criteria of the aircraft object of this contract, as well as the criteria necessary for the presentation and acceptance of the object are described in Annex 1 TECHNICAL SPECIFICATION OF THE AIRCRAFT.
- 6.1.3 The deadline for submission for delivery of the first aircraft is up to 90 (ninety) calendar days, counted from the date of signature of the contract, at an airport located in the United States of America, chosen by the CONTRACTED PARTY, for evaluation by the receipt.
- 6.1.4 The deadline for submission for delivery of the second aircraft is up to 150 (one hundred and fifty) calendar days, counted from the date of signature of the contract, at an airport located in the United States of America, chosen by the CONTRACTED PARTY, for evaluation by receiving commission.

- 6.1.5 Such freedom of choice of the delivery airport aims to allow the BIDDER to obtain, according to its operating structure, the least onerous option for the preparation and presentation of the aircraft to COMAER. The determination of a location by COMAER, in the absence of the BIDDER, would oblige it to sign a contract with a third party, removing the competitive nature of this bidding process.
- 6.1.6 The airport that the CONTRACTED PARTY selects to perform the presentation and provisional receipt must have an authorized and certified maintenance center to support maintenance activities that may be identified or necessary on the aircraft. The CONTRACTED PARTY must have a valid contract with this maintenance center, which allows the performance of tests for the provisional receipt of the aircraft, including the provision of technicians, EAS, tooling and other necessary supports for turning on the ground and carrying out the provisional reception flight.
- 6.1.7 After the presentation of the aircraft, the aircraft will be provisionally received by those responsible for monitoring and inspecting the contract by the CONTRACTING PARTY. Upon provisional receipt, physical, documentary and dynamic tests and inspections will be carried out to assess the state of the aircraft, as well as its compliance with the specifications contained in this Basic Project and in the proposal presented. A flight of a maximum of 03:00hs (three hours) will be carried out for dynamic evaluation. The provisional receipt will last for 21 (twenty-one) calendar days.
- 6.1.8 After the presentation of the aircraft and completion of the provisional receipt, it must be moved to the SBGL/GIG airport for the definitive receipt of the aircraft. This displacement must be carried out within 03 days after the end of the provisional receipt, and must be accompanied by the CONTRACTING PARTY's military personnel.
- 6.1.9 The goods will be definitively received within 21 (twenty-one) calendar days, counted from the delivery of the aircraft at SBGL/GIG airport after provisional receipt, after checking the quality and quantity of the material and consequent acceptance by term detailed.
- 6.1.10 In the event that the verification referred to in the previous sub-item is not carried out within the established period, it will be deemed to have been carried out, and the final receipt will be consummated on the day the period expires.
- 6.1.11 The provisional or definitive receipt of the object does not exclude the CONTRACTED PARTY's liability for damages resulting from the incorrect execution of the contract.
- 6.1.12 The goods may be rejected, in whole or in part, when in disagreement with the specifications contained in this Basic Project and in the proposal, and must be replaced within 30 (thirty) days, counting from the CONTRACTED PARTY notification, to its costs, without prejudice to the application of penalties.
- 6.1.13 The damages that may result from incorrect handling of the aircraft by the CONTRACTING PARTY, from the presentation for the provisional receipt, will not be the responsibility of the CONTRACTED PARTY / CONTRACTED PARTY.

#### 6.2 GENERAL REQUIREMENTS FOR ACCEPTANCE

- 6.2.1 According to the Preliminary Technical Study, the contracting requirements cover the following requirements necessary to meet the need:
- 6.2.1.1 The aircraft must meet the requirements contained in Annex 1 TECHNICAL SPECIFICATION OF THE AIRCRAFT of this Basic Project. The aircraft will not be used to carry out missions for the benefit of the Brazilian Air Force until the end of the Final Receipt.

- 6.2.2 The future CONTRACTED PARTY will guarantee the maintenance of the contracted aircraft against any defect presented until the end of the delivery of the aircraft, as well as in the time necessary to solve the possible non-conformities observed during the execution of the receipt of the good.
- 6.2.3 To ensure compliance with the requirements, the CONTRACTED PARTY shall comply with the provisions of this BP and its annexes.
- 6.2.4 Possible need for a gradual transition with transfer of knowledge, technology and techniques used:
- 6.2.4.1 There is no provision for the transfer of specific knowledge, technology and/or techniques used in this contract
- 6.2.4.2 However, upon delivery of the aircraft, the CONTRACTED PARTY shall deliver the history records and the maintenance performed, without loss of information to the CONTRACTING PARTY.
- 6.2.5 Declaration by the bidder that he is fully aware of the conditions necessary for the supply of the aircraft as provided for in this Basic Project.
- 6.2.6 The other obligations of the CONTRACTED PARTY and the CONTRACTING PARTY are provided for in this PB and its annexes.

#### 7 CONTRACTING PART'S OBLIGATIONS

- 7.1.1 The CONTRACTING PARTY's obligations are:
- 7.1.1.1 To receive the object within the term and conditions established in the Invitation for Bid (IFB) and its Annexes.
- 7.1.1.2 To thoroughly verify, within the established period, the conformity of the goods provisionally received with the specifications contained in the Public Notice and the proposal, for the purpose of acceptance and final receipt.
- 7.1.1.3 To notify the CONTRACTED PARTY, in writing, of imperfections, failures or irregularities found in the supplied object, so that it can be replaced, repaired or corrected.
- 7.1.1.4 To monitor and supervise the performance of the CONTRACTED PARTY's obligations, through a specially designated commission/federal employee.
- 7.1.1.5 To make the payment to the CONTRACTED PARTY in the amount corresponding to the supply of the object, within the period and in the manner established in the Notice and its annexes.
- 7.1.1.6 To demand the fulfillment of all obligations assumed by the CONTRACTED PARTY, in accordance with the contractual clauses.
- 7.1.1.7 To provide, in writing, the necessary information for the supply object of the contract.
- 7.1.1.8 To designate, in an Internal Bulletin, the Contract Inspector and COMREC, which will be composed of at least 3 (three) civil servants.
- 7.1.1.9 To provide the CONTRACTED PARTY with the nominal list of the inspector and the COMREC members, notifying the company whenever there are replacements.

- 7.1.1.10 The CONTRACTING PARTY shall ensure access by the CONTRACTED PARTY's representatives, for the purposes of executing the contract, to the facilities involved with the final receipt of the aircraft, and the CONTRACTED PARTY shall observe the safety standards and any rules for reimbursement of expenses in the respective locations, if required.
- 7.1.1.11 To review the contracted amounts/values if the CONTRACTED PARTY starts to benefit from the Special Taxation Regime for the Defense Industry (RETID), if applicable to the supply of the object of the contract.
- 7.1.1.12 Not to interfere in the CONTRACTED PARTY's administration, such as:
- 7.1.1.12.1 Exercising the power of command over the CONTRACTED PARTY's employees, reporting only to the agents or persons responsible for it, except when the purpose of the contract provides for direct service, such as in reception and user support services.
- 7.1.1.12.2 Directing the hiring of people to work in the CONTRACTED company.
- 7.1.1.12.3 Considering the CONTRACTED PARTY's workers as occasional collaborators of the body or entity responsible for the hiring, especially for the purpose of granting daily allowances and tickets
- 7.1.2 The Brazilian Administration will not be liable for any commitments assumed by the CONTRACTED PARTY with third parties, even if linked to the execution/performance of the Contract, as well as for any damage caused to third parties as a result of an act of the CONTRACTED PARTY, its employees, agents and/or subordinates.

#### 8 CONTRACTED PARTY'S OBLIGATIONS

- 8.1.1 The CONTRACTED PARTY must comply with all the obligations contained in the Invitation for Bid (IFB), its Annexes and its Proposal, assuming as its sole responsibility the risks and expenses arising from the good and perfect execution of the object, and also:
- 8.1.1.1 To carry out the delivery of the object in perfect conditions, according to the specifications, deadline and location contained in this Basic Project and its annexes.
- 8.1.1.2 To present the respective invoice after the final receipt of the aircraft has been completed.
- 8.1.1.3 To be responsible for defects and damages resulting from the object, in accordance with articles 12, 13 and 17 to 27 of the Consumer Protection Code (Brazilian Law No. 8078, of 1990) and the requirements contained in item 16 Technical Warranty.
- 8.1.1.4 To replace, repair or correct, at your expense, within the period set in this Basic Project, the object with damages or defects.
- 8.1.1.5 To notify the CONTRACTING PARTY, within a maximum period of 15 (fifteen) days prior to the delivery date, of the reasons that make it impossible to comply with the stipulated period, with due evidence.
- 8.1.1.6 To maintain, throughout the performance of the contract, in compliance with the obligations assumed, all the qualification and qualification conditions required in the Public Notice and its annexes.
- 8.1.1.7 To indicate an agent to represent it during the performance of the contract.

- 8.1.1.8 To carry out the delivery of the aircraft according to the specifications of this Basic Project, with the allocation of the employees necessary for the perfect fulfillment of the contractual clauses, in addition to supplying and using the materials and equipment, tools and utensils necessary for the execution of the object.
- 8.1.1.9 To be responsible for any and all damages caused to the Federal Government or to the federal entity, and must immediately reimburse the Administration in its entirety, with the CONTRACTING PARTY being authorized to deduct from the guarantee, if required in the public notice, or from the payments due to the CONTRACTED PARTY, the amount corresponding to the damage suffered.
- 8.1.1.10 To make use of qualified employees with basic knowledge of the services to be performed, in accordance with the rules and determinations in force.
- 8.1.1.11 To prohibit the use, in the performance of services, of an employee who is a family member of a public agent holding a position in commission or a position of trust in the CONTRACTING PARTY, pursuant to article 7 of Decree No. 7.203, of 2010.
- 8.1.1.12 To notify the Contract Supervisor, within 24 (twenty-four) hours, of any abnormal occurrence or accident that occurs at the location of the aircraft delivery and reception services.
- 8.1.1.13 To provide any clarification or information requested by the CONTRACTING PARTY or its agents, guaranteeing them access, at any time, to the place of work, as well as to documents related to the execution of the object.
- 8.1.1.14 To paralyze, by demand of the CONTRACTING PARTY, any activity that is not being carried out in accordance with good techniques or that jeopardizes the safety of people or property of third parties.
- 8.1.1.15 To promote the custody, maintenance and surveillance of materials, tools, and everything necessary for the supply of the object, during the procedures of delivery and receipt of the aircraft.
- 8.1.1.16 To perform the delivery of the object in strict compliance with the rules and regulations of relevant legislation, complying with the determinations of Public Authorities, always keeping the place of services clean and in the best conditions of safety, hygiene and discipline.
- 8.1.1.17 Not to allow the use of any workforce and employees under 16 (sixteen) years of age, except as an apprentice for those over 14 (fourteen) years of age; nor allow the use of the work of a people under 18 (eighteen) years of age in night time, dangerous or unhealthy, on Brazilian soil.
- 8.1.1.18 To keep confidential all information obtained as a result of the performance/execution of the contract.
- 8.1.1.19 To be responsible and respond for any misunderstanding in the dimensioning of the quantities of its proposal, including regarding the variable costs resulting from future and uncertain factors, in this case it will be obliged to complement them, if what was initially foreseen in its proposal is not satisfactory for the fulfillment of the object of the bidding, except when any of the events listed in the items of §1 of art. 57 of the Brazilian Federal Law No. 8,666 of 1993.
- 8.1.1.20 To comply, in addition to the legal requirements in force at the federal, state and/or municipal levels, with the CONTRACTING PARTY's safety standards.
- 8.1.1.21 To provide services within established parameters and routines, providing all materials, equipment and utensils in adequate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

- 8.1.1.22 To replace the subcontracted company, within a maximum period of 05 (five) days, in the event of termination of subcontracting, maintaining the percentage originally subcontracted until its total execution, notifying the CONTRACTING PARTY or entity, under penalty of termination, without prejudice of the applicable sanctions, or to demonstrate the impossibility of the replacement, in which case it will be responsible for the execution of the originally subcontracted portion.
- 8.1.1.23 To accept the CONTRACTING PARTY's communications, conveyed in writing, through the inspector, regarding changes to Instructions, Standards, Drawings, Regulations and Complementary Specifications applicable to the supply of the object and procedures for receiving the aircraft.
- 8.1.1.24 To facilitate monitoring and inspection, providing all information and technical clarifications requested, displaying all necessary data and documents.
- 8.1.1.25 To provide the CONTRACTING PARTY, at its request, with any available information concerning the supply of the good described in this Basic Project.
- 8.1.1.26 To provide the CONTRACTING PARTY with all technical documentation for the registration of the services performed on the engines, APU, landing gear and controlled repairable items, duly signed by the respective technical managers.
- 8.1.1.27 To possess all publications and updated technical directives related to the delivery of the object.
- 8.1.1.28 Correctly execute the contracted object, by complying with the instructions contained in this BP and other technical publications related to the Object.
- 8.1.1.29 To reimburse the CONTRACTING PARTY for any damages caused to COMAER's Assets, when they result from deficiencies in the execution of the object of this Basic Project.
- 8.1.1.30 To keep up to date and at your expense, an insurance policy for accidents at work for your personnel, whatever their category or activity, particularly covering cases of death and permanent disability, directly linked to the contract.
- 8.1.1.31 To keep up to date and at your expense, an insurance policy that covers the aircraft, its components and equipment until the end of the final receipt.
- 8.1.1.32 Security Measures: the execution of the service must be carried out with the adoption of all measures related to the protection of technicians and people linked to the activities of the CONTRACTED PARTY, in compliance with the laws in force, and the security requirements regarding facilities, machines, tools, PPE and EAS.
- 8.1.1.33 To present to the contract monitor, at the beginning of the activities, the duly identified employees, to whom the nominal list will be delivered with name, residential address, telephone, observing the non-use of minor labor, in accordance with item XXXIII, of art. 7 of the Brazilian Federal Constitution.
- 8.1.1.34 To use qualified professionals with knowledge of the services to be performed, as well as duly equipped with the necessary equipment for the efficient performance of the activities provided for in the Public Notice and its annexes, in accordance with the rules and determinations in force.
- 8.1.1.35 To maintain its workforce/personnel in uniform, identifying them through the use of badges, with a recent photograph.
- 8.1.1.36 To instruct its workforce as to the need to comply with the agent's guidelines, including compliance with the Internal and Occupational Safety and Medicine Rules and be responsible for their compliance.

- 8.1.1.37 To comply, in addition to the legal requirements in force at the federal, state or municipal levels, with the CONTRACTING PARTY's safety standards.
- 8.1.1.38 To keep all information related to the performance of the contract and/or information related to aircraft and equipment belonging to the Brazilian Air Force (FAB) confidential, except in the case of those strictly necessary for the performance of the contract.
- 8.1.1.39 The CONTRACTED PARTY, and any subcontractors, must submit to the CONTRACTING PARTY a Non-Disclosure Agreement (NDA), regarding all the information contained in the Contract, its Annexes, and any information regarding the aircraft and the equipment belonging to the Brazilian Air Force (FAB).
- 8.1.1.40 If it is necessary to provide information to other companies or institutions, for the execution of the contracted services, the CONTRACTED PARTY shall request prior authorization from the CONTRACTING PARTY. Prior to providing the information, companies or institutions should also be required to comply with the same security and confidentiality conditions established, through the signing of a Non-Disclosure Agreement (NDA), a copy of which must be forwarded to the CONTRACTING PARTY and it will be a condition precedent for the acceptance.
- 8.1.1.41 To comply with all federal, state and municipal regulations relating to environmental protection and sustainability of human, natural, water, biological resources, among others. This scope also includes the collection and planned distribution of chemical, special and/or toxic products, conditioning of work environments, exhaustion of gases and gaseous products, work safety in mechanical and/or electrical workshops, medical health control occupational.
- 8.1.1.42 Free access to the CONTRACTED PARTY's facilities will be allowed with the assistance of the CONTRACTED PARTY's personnel and must follow the CONTRACTED PARTY's safety standards and internal procedures. It should be noted that all expenses related to the monitoring team will be at the expense of the CONTRACTING PARTY.
- 8.1.1.43 The CONTRACTED PARTY shall notify the CONTRACTING PARTY if it adopts the Special Taxation Regime for the Defense Industry RETID during the term of the contract, aiming at the readjustment of prices according to the tax benefits obtained, being prohibited the transfer of exempt taxes to the CONTRACTING PARTY.
- 8.1.1.44 To promote environmentally appropriate final disposal, whenever the legislation so requires, as in the case of tires, batteries, etc., which may be discarded as a result of the delivery of the object.

#### 9 **SUBCONTRACTING**

- 9.1.1 It is prohibited to subcontract whether totally or the main portion of the Contract's obligation.
- 9.1.1.1 The main part of the Contract obligation comprises the supply of the aircraft.
- 9.1.2 Partial subcontracting of the object is allowed, only for the execution of ancillary services during the delivery and provisional and definitive receipt of the aircraft, after approval by the CONTRACTING PARTY, under the following conditions:
- 9.1.2.1 It is authorized the subcontracting of support activities for the delivery and receipt of the aircraft, as well as the execution of maintenance until the end of the procedures for receiving the aircraft and/or the technical guarantee.

- 9.1.2.2 Subcontractors to perform maintenance services on aeronautical material must be certified by the competent aeronautical authority, according to FAR 145, EASA PART 145, RBAC 145 or equivalent regulations.
- 9.1.2.3 The CONTRACTED PARTY will be legally and contractually responsible for the subcontracted services, both for the guarantee of the services and materials, and for the insurance coverage that will be attributed to it in the event of any accidents or damage resulting from the supplied materials and/or services performed by any subcontractor.
- 9.1.3 In any event of subcontracting, the Contractor remains fully responsible for the perfect contractual execution, being responsible for supervising and coordinating the activities of the subcontractor, as well as answering to the Contracting Party for the strict compliance with the contractual obligations corresponding to the object of the subcontracting.

#### 10 SUBJECTIVE ALTERATIONS

10.1.1 The merger, spin-off or incorporation of the CONTRACTED PARTY with/into another legal entity is admissible, provided that: The new legal entity complies with all the qualification requirements required in the original bidding process; the other clauses and conditions of the contract are maintained; there is no harm to the execution/performance of the agreed object; and there is the express consent of the Brazilian Federal Administration to the continuity of the contract.

#### 11 CONTROL AND SUPERVISION OF THE CONTRACT EXECUTION

- 11.1.1 The monitoring and inspection of the execution of the contract consists of verifying the conformity of the delivery of the object, the provision of services, materials, techniques and equipment used, in order to ensure the perfect compliance with the adjustment, which will be exercised by a or more representatives of the Contracting Party, specially designated, pursuant to arts. 67 and 73 of the Brazilian Federal Law No. 8,666 of 1993.
- 11.1.2 Pursuant to art. 67 of the Brazilian Federal Law n° 8.666, of 1993, a commission of at least 3 (three) members will be appointed by the competent authority to monitor and inspect the delivery of the goods, recording in its own record all occurrences related to the execution and determining what is necessary for the correction of observed faults or defects.
- 11.1.3 The CONTRACTING PARTY's representatives must have the necessary qualifications to monitor and control the execution of the services and the contract.
- 11.1.4 The verification of the adequacy of the provision of the service must be carried out based on the criteria provided for in the Public Notice and its annexes, in particular those provided in this Basic Project and its annexes.
- 11.1.5 The Contracting Party's representative shall promote the registration of the verified occurrences, adopting the necessary measures for the faithful fulfillment of the contractual clauses, in accordance with the provisions of §§ 1 and 2 of art. 67 of the Brazilian Federal Law No. 8,666 of 1993.
- 11.1.6 The total or partial failure to comply with the obligations and responsibilities assumed by the CONTRACTED PARTY, especially regarding social and labor obligations and charges, will give rise to the application of administrative sanctions, provided for in this Basic Project and in current legislation, and may culminate in contractual termination, as provided for in articles 77 and 87 of the Brazilian Federal Law No. 8,666 of 1993.

- 11.1.7 The management and inspection activities of contractual execution must be carried out in a preventive, routine and systematic manner, and may be carried out by servers, inspection team or a single server, provided that, in the exercise of these duties, the distinction of these activities is ensured and, due to the volume of work, do not compromise the performance of all actions related to Contract Management.
- 11.1.8 The inspection of the contract will constantly evaluate the execution of the object, advising the OD on the need to apply the sanctions provided for in this BP, whenever the CONTRACTED PARTY:
- 11.1.8.1 Not producing the results, failing to perform, or not performing the contracted activities with the minimum quality required.
- 11.1.8.2 Fail to use materials and human resources required for the execution of the service, or use them with quality or quantity lower than demanded.
- 11.1.9 The inspection of the execution of services also covers the following routines:
- 11.1.10 The administrative inspection of the contract and the receipt of the object must comply with the provisions of Law 8666/93, ICA 12-23, ICA 65-8, MCA 172-3 and the COMAER Public Procurement Manual.
- 11.1.11 An agent of the Administration, the administrative inspector (principal and alternate), must be designated by the contracting party, in accordance with the provisions of ICA 12-23 and ICA 65-8, in order to monitor and inspect the contracted services.
- 11.1.12 A president and members of the COMREC shall be appointed by the contracting party, in accordance with the provisions of ICA 12-23 and ICA 65-8, in order to monitor the execution of the contract to be signed and receive its object.
- 11.1.13 The COMREC, administratively subordinated to the contracting party and directly linked to the inspector, shall carry out a quality check associated with the contractual execution; make contacts with the CONTRACTED PARTY, recording them in writing; and receive the contractual steps, by signing the back of the Invoice and issuing the respective detailed Terms of Receipt, proving all aspects related to the quantity and quality of the goods supplied and services provided, in compliance with the provisions of the Agreement and in accordance with the descriptions of services, technical standards, drawings, projects and other requirements associated with the Public Notice and Basic Project and its Annexes.
- 11.1.14 The permanent monitoring and supervision of the contract, under the terms signed therein, as well as the provisions of Law 8.666/93, ICA 12-23, ICA 65-8 and other related legislation in force, will be exercised in the interests of exclusive of the contracting party and will be performed, respectively, by COMREC and by the inspector, according to their attributions and competences, which will not exclude or reduce the responsibility of the contracted party in the fulfillment of its obligations.
- 11.1.15 The CONTRACTED PARTY must provide, at any time, all information of interest for the execution of the contract that the inspector and/or the COMREC deem necessary to know and/or analyze.
- 11.1.16 On all occasions when requested, the CONTRACTED PARTY, through its representatives, must present itself to the summons of the inspector and/or COMREC, which must be scheduled, with an indication of the matters to be dealt with and the expected location, observing period not less than 72 (seventy-two) hours, counting from the date of the call.

- 11.1.17 The supervisory activity of contractual execution/performance by the inspector will aim to coordinate effective actions, together with COMREC and the other spheres of the contracting party, to avoid and correct deviations that, eventually, may occur during the contractual execution.
- 11.1.18 The CONTRACTING PARTY, upon a duly substantiated proposition of the inspector, who is advised by the COMREC, may require the CONTRACTED PARTY to replace the professional(s) involved with the contract, due to failures that compromise the stability and quality of the enterprise; non-compliance with the rules, instructions and specifications of the contract; and/or partial delays in the Physical-Financial Schedule that imply the extension of the final term of the service.
- 11.1.19 The CONTRACTED PARTY shall evaluate the CONTRACTING PARTY's request and inform COMREC about the replacement of the professional(s) involved, as soon as possible, according to the availability of its staff.
- 11.1.20 If the CONTRACTED PARTY does not deem relevant the replacement of the professional(s), it will present its counterarguments, submitting them to the consideration of the contracting party, through the Contract Inspector.
- 11.1.21 In order to ensure compliance with services, COMREC may carry out, with the support of other COMAER bodies and in accordance with its own procedures, quality verification during the execution of all services in the delivery of the aircraft, throughout the term of the Agreement.
- 11.1.22 In the event of non-compliance with the term established in the contract or by the supervisor, the inspector must suggest to the Expense Manager the application of the sanctions provided for in the contract.
- 11.1.23 During the execution of the object, the CONTRACTING PARTY may also appoint a technical inspector, who must constantly monitor the level of quality of the services to avoid its degeneration, and must intervene to request the CONTRACTED PARTY to correct the faults, failures and irregularities found .
- 11.1.23.1 The technical inspector must present to the CONTRACTED PARTY's agent the evaluation of the execution of the object or, if applicable, the evaluation of the performance and quality of the services provided.
- 11.1.23.2 If not designated, the tasks of Technical Inspector will be performed by the Administrative Inspector.
- 11.1.24 Under no circumstances shall the CONTRACTED PARTY itself materialize the performance and quality assessment of the services provided.
- 11.1.25 The inspection referred to in this item does not exclude or reduce the CONTRACTED PARTY's liability, including towards third parties, for any irregularity, even if resulting from technical imperfections or redhibitory defects, and, in the event of this, does not imply co-responsibility of the Administration or of its agents and agents, in accordance with art. 70 of Law No. 8,666 of 1993.
- 11.1.26 The Federal Administration's representative will record, in its own record, all occurrences related to the execution of the contract, indicating the day, month and year, as well as the name of the employees eventually involved, determining what is necessary to regularize the failures or defects observed and forwarding the notes to the competent authority for the appropriate measures.

#### 11.2 CONTRACT MANAGEMENT MODEL AND MEASUREMENT CRITERIA

11.2.1 Individuals who will participate in the administration of the contract will be:

- 11.2.1.1 The Receiving Committee (COMREC), which will be responsible for monitoring the receipt, preparing the provisional receipt and preparing the Final Receipt Term, forwarding the documentation to the Contract Inspector for checking and sending for payment.
- 11.2.1.2 The Contract Inspector, responsible for preparing the documentation that involves the extension, alteration, rebalancing, payment, application of sanctions, termination of the contract, among others, forwarding the documentation produced to the competent sector.
- 11.2.1.2.1 The role of the Administrative Inspector, when there is no specific designation, will be performed by the Contract Inspector.
- 11.2.1.3 The Technical Inspector, to be appointed by the CONTRACTING PARTY, by order of the Expense Manager, in cases of objects of high technical complexity that require the appointment of a server to monitor the object:
- 11.2.1.3.1 When there is no specific designation, the role of Technical Inspector will be performed by the President of the Receiving Committee (COMREC).
- 11.2.1.4 The Substitute Inspector, to be designated by the CONTRACTING PARTY, who will act as Contract Inspector in the absence and eventual and regulatory impediments of the holder.
- 11.2.1.5 In cases involving more than one place of operation, they may, at the discretion of the Expense Manager, be designated sector inspectors, who must send to the Contract Inspector all information relating to the performance of the contract.
- 11.2.2 The communication mechanisms between the CONTRACTING PARTY and the CONTRACTED PARTY (or vice versa) will be as follows:
- 11.2.2.1 The company's agent must be formally designated by the CONTRACTED PARTY at the signing of the contract, in which instrument must expressly include the powers and duties in relation to the execution of the object, pursuant to art. 44 of SEGES/MPDG Brazilian Normative Instruction No. 5, of May 26, 2017.
- All communications between the parties, which must be made between the Contract Monitor (or his legal substitute or the contract manager) and the company's agent, must be carried out in writing whenever the act requires such a formality, Exceptionally, the use of electronic messages is allowed for this purpose.
- 11.2.2.3 The CONTRACTOR's representatives directly involved with the services must have the ability to communicate in the English language.
- 11.2.2.4 Communication between the CONTRACTING PARTY and the CONTRACTED PARTY shall be in Portuguese or English, including documentation of a technical and commercial nature.
- 11.2.2.5 In accordance with art. 78, VII, of Law 8.666/1993, failure to comply with the regular determinations of the authority designated to monitor and supervise its execution, as well as those of its superiors, gives rise to contractual termination.
- 11.2.3 To inspect the provision of services, the provisions contained in item 11 of this BP will be applied, and where applicable, the control mechanisms provided for in art. 47 of SEGES/MPDG Brazilian Normative Instruction No. 5, of May 26, 2017.
- 11.2.4 The method of evaluating the conformity of the products and services delivered in relation to the technical specifications and with the CONTRACTED PARTY's proposal, with a view to provisional receipt, will be in accordance with the rules applicable to each service or material receipt, and in accordance with ICA 65-8, ICA 12-23 and other provisions in the Basic Project and its annexes.

- 11.2.5 The Contract Inspector shall permanently verify compliance with the CONTRACTED PARTY's obligation to maintain all the conditions under which the contract was signed, throughout its execution period, in accordance with item 18 of this PB, and using the applicable methods and steps.
- 11.2.6 Administrative sanctions are defined in item 17 of this BASIC PROJECT.
- 11.2.7 The conditions for contractual termination will be provided for in the Contract and in the art. 78 of the Brazilian Federal Law No. 8.666/1993.
- 11.2.8 All deadlines will start on the day after the event that gave rise to it.

#### 12 <u>PAYMENT</u>

- 12.1.1 The payment will be made by the Contracting Party within a maximum period of 30 (thirty) calendar days, counted from the receipt of the Invoice, as provided in Annex 3 PHYSICAL AND FINANCIAL SCHEDULE.
- 12.1.2 The first aircraft must be presented for delivery within 90 (ninety) days, when the provisional receipt will begin, followed by the transfer and definitive receipt. At the end of the final receipt, the Final Receipt Report will be issued, and at this time the CONTRACTED PARTY shall issue the Invoice for payment of the installment related to this aircraft. Upon receipt of the Invoice, the CONTRACTING PARTY will have a maximum of 30 (thirty) days to make the payment of the stage, counting from the delivery of the Invoice from the CONTRACTED PARTY to the CONTRACTING PARTY.
- 12.1.3 The second aircraft must be presented for delivery within 150 (one hundred and fifty) days, when the provisional receipt will begin, followed by the transfer and definitive receipt. At the end of the final receipt, the Final Receipt Report will be issued, and at this time the CONTRACTED PARTY shall issue the Invoice for payment of the installment related to this aircraft. Upon receipt of the Invoice, the CONTRACTING PARTY will have a maximum of 30 (thirty) days to make the payment of the stage, counting from the delivery of the Invoice from the CONTRACTED PARTY to the CONTRACTING PARTY.
- 12.1.4 The other provisions related to payment are provided for in Clause 5 of the draft of the Contract Agreement.

#### 13 ADVANCE PAYMENT

13.1.1 There will not be advance payment to the CONTRACTED PARTY / Contracted Party within the scope of this Contract.

#### 14 READJUSTMENT

- 14.1.1 Prices are fixed and cannot be adjusted within a period of one year from the deadline for submission of bids.
- 14.1.2 The other provisions related to payment are provided for in Clause 6 of the draft of the Contract Agreement.

### 15 <u>GUARANTEE OF CONTRACTUAL PERFORMANCE</u>

15.1.1.1 The provisions regarding the performance guarantee are contained in Clause 7 of the draft of the Contract Agreement.

#### 16 CONTRACTUAL GUARANTEE OF GOODS

#### 16.1 <u>TECHNICAL GUARANTEE</u>

- 16.1.1 The technical guarantee has a maximum period of 90 (ninety) days after the end of the final receipt of the aircraft, and will cover defects or apparent or hidden defects in quality resulting from the disparity in relation to the technical characteristics required of the object.
- 16.1.2 In the event that apparent or hidden defects are found related to the structural part of the aircraft, which prevent the fulfillment of the clauses of the notice and its annexes, the CONTRACTED PARTY shall be obliged to replace the defective aircraft or component within 30 (thirty) days.
- 16.1.3 Possible damages resulting from the use of the aircraft that occur after the end of the final receipt are not covered by the technical guarantee, these being the responsibility of the CONTRACTING PARTY.
- 16.1.4 The CONTRACTED PARTY shall provide a technical guarantee under the following conditions:
- 16.1.4.1 The CONTRACTED PARTY shall comply with the standards defined by the Aeronautical Authorities (ANAC, FAA, EASA, DIRMAB, etc.) and ensure that the Quality Assurance requirements applicable to the supply of the aircraft are met.
- 16.1.5 The CONTRACTED PARTY is obliged to provide a guarantee regarding the failure during the application of the service (human error), of the services performed by it or under its responsibility, without any cost to COMAER, regardless of the place to be performed.
- 16.1.6 The CONTRACTED PARTY shall ensure that the supply of the aircraft, as well as possible warranty services arising from the object of this contract, on the aeronautical items will be performed in accordance with the standards recommended in the publications and technical directives of the manufacturers or COMAER and will be free of workmanship defects.
- 16.1.7 The CONTRACTED PARTY shall ensure that the delivered good, in addition to having been maintained in accordance with the guidelines of the maintenance manuals, must present an excellent finish, appearance and cleanliness (including not having foul odors), with tolerances, adjustments and finishes compatible with the best modern practices applicable to each case.
- 16.1.8 The CONTRACTING PARTY shall have access to the CONTRACTED PARTY's facilities, subject to compliance with all the CONTRACTED PARTY's internal safety and other standards, as well as those of its subcontractors, where services related to the object of this contract are performed.
- 16.1.9 The CONTRACTED PARTY shall guarantee the quality of the materials applied and the services performed, through prompt repair, correction, reconstruction or replacement of all parts associated with the contractual object that accuse defects, inaccuracies or any operating abnormalities resulting from the contractual performance, in whole or in part, observing the Warranty Conditions specified below.
- 16.1.10 All activities, services and materials associated with the service of the Warranty by the CONTRACTED PARTY, including the analysis of the applicability of the Warranty and the transport of means, personnel and materials of the CONTRACTED PARTY, must be fully covered and carried out under the responsibility of the CONTRACTED PARTY, without any additional burden to the CONTRACTING PARTY.
- 16.1.10.1 In this case, the removal and delivery of the defective component must be carried out at the place where the aircraft is located, by an employee of the CONTRACTED PARTY.

- 16.1.10.2 It is your responsibility to remove and install the component on the aircraft, as well as all packing, shipping and customs clearance procedures.
- 16.1.10.3 The maximum period to make the aircraft available, due to the activation of the technical guarantee, is 48 hours (forty-eight) hours.
- 16.1.11 A descriptive report of the administrative and technical conditions related to the activation of the Warranty must be provided by the CONTRACTED PARTY, in 02 (two) original copies, together with the return or replacement of the respective part of the contractual object under Warranty.
- 16.1.12 The service guarantee must cover all costs for returning the material to operating condition, including, but not limited to, specialized labor, material and transport necessary to correct abnormalities presented by the services performed, without no cost to the CONTRACTING PARTY.

#### 17 <u>ADMINISTRATIVE SANCTIONS</u>

17.1.1 The Administrative Sanctions related to this Contract are those provided for in Clause 12 of the draft of the Contract Agreement.

#### 18 <u>SUPPLIER SELECTION CRITERIA</u>

- 18.1.1 The requirements for legal qualification, along with fiscal and labor regularities are the usual ones required for most objects, as regulated in the Invitation for Bid document.
- 18.1.2 The economic-financial qualification criteria to be met by the supplier are provided for in the public notice.
- 18.1.3 The Supplier must have possession, control and use of the aircraft, attested by a contractual instrument accepted by the competent Aeronautical Authority, such as, for example, an aircraft purchase and/or lease agreement.
- 18.1.3.1 Possession, if it occurs by lease with option to buy, must be attested by a contractual instrument that ensures the right to transfer ownership, without restrictions, of the aircraft object of this Basic Project to the CONTRACTING PARTY.
- 18.1.3.2 Proof of aptitude for the supply of goods in characteristics, quantities and terms compatible with the object of this bidding, or with the pertinent item, through the presentation of certificates provided by legal entities governed by public or private law. For the purposes of proving what this sub-item deals with, the certificates must relate to contracts executed with at least one of the following characteristics below:
- 18.1.3.3 Supply or sale of at least one aircraft of similar or greater size; or
- 18.1.3.4 Possession or lease agreement with an option to purchase at least two aircraft of similar or greater size.
- 18.1.4 The bid selection criterion is the lowest global price.
- 18.1.5 In the analysis of the proposal, it will be verified if the bidder is the owner of the aircraft or if he has the conditions to obtain the ownership (e.g. power of attorney, leasing agreement with purchase option) so that it is possible to transfer the ownership and risks to the Brazilian Air Force (FAB).
- 18.1.6 If the leasing contract with the purchase option does not express the possibility of acquisition at any time, the bidder must present the consent of the lessor in the sale of the aircraft to the FAB.
- 18.1.7 To perform the delivery and receipt of the aircraft, which may include maintenance actions and the supply of aeronautical material, the supplier must be certified by a competent aeronautical authority, according to FAR 145, EASA PART 145, RBAC 145 or equivalent regulations, to service the aircraft object of this BP at the aircraft presentation aerodrome and at SBGL/GIG.
- 18.1.7.1 If the contracting party does not have such certification, it must present an instrument of commercial agreement with a possible subcontractor to support the receiving activities. The subcontractor must be certified by the competent aeronautical authority, according to FAR 145, EASA PART 145, RBAC 145 or equivalent regulations, to service the aircraft object of this BASIC PROJECT.

- 18.1.8 The supporting documentation, to be analyzed by the CONTRACTING PARTY for validation of the offeror, according to the objective criteria established in this Basic Project, must contain the declaration that it became aware of all the information and local conditions for the fulfillment of the obligations described in this Project Basic.
- 18.1.9 The qualification of the supplied product must be proven through the presentation of the documentation described in Annex 1 TECHNICAL SPECIFICATION OF THE AIRCRAFT of this Basic Project.
- 18.1.10 The tie-breaking rules between proposals are detailed in the Invitation for Bid document.

#### 19 PRICE ESTIMATION AND REFERENCE PRICES

- 19.1.1 The estimated cost of the contract is the one foreseen in the maximum acceptable value, contained in item 1 OBJECT, of US\$ 80,628,800.00 (eighty million, six hundred and twenty-eight thousand, eight hundred US dollars).
- 19.1.2 Obtaining this value is described in the Reference Value Report Revision 1 of the Basic Project No. 01/CELOG/2022, Annex 4.

#### 20 BUDGET RESOURCES

20.1.1 The budget resources that will pay for the object of this contract are specified in Clause 4 of the draft of the Contract Agreement.

#### 21 <u>INTELLECTUAL AND INDUSTRIAL PROPERTY</u>

- 21.1.1 The CONTRACTING PARTY expressly acknowledges that, with the exception of the cases provided for in this Basic Project, the performance of the services contracted herein does not imply the creation, development, licensing and/or assignment of any Intellectual Property rights, including, but not limited to, patents, utility models, technical drawings, software (including source code), hardware, industrial and trade secrets, as well as management processes, in which all rights resulting therefrom will remain the exclusive property of the CONTRACTED PARTY.
- 21.1.2 The CONTRACTED PARTY shall submit not to disclose, consign or transfer to any third party, in whole or in part, with or without compensation, for whatever reason, all documents, data and information related to the CONTRACT and the any of the materials and services object of this Basic Project, without prior formal authorization from the CONTRACTING PARTY.
- 21.1.3 The CONTRACTED PARTY must also undertake not to reproduce, have reproduced or allow it to be reproduced without prior formal authorization from the CONTRACTING PARTY, any of the confidential materials and documents associated with the execution of the CONTRACT.

#### 22 **DEFINITIONS**

- 22.1.1 In order to facilitate the understanding of the terms of this BASIC PROJECT (BP) and to simplify the elaboration of its text, the following acronyms and expressions have been adopted, with the corresponding meanings shown on the side:
- 22.1.2 AIRCRAFT For the purposes of this Basic Project (BP), it encompasses the aircraft specified in the object of this Basic Project.
- 22.1.3 ANAC National Civil Aviation Agency Civil aviation regulatory agency and Brazilian civil aviation authority.

- 22.1.4 LEASE Lease, leasing or similar agreement that, in the context of this Basic Project, transfers ownership of the aircraft to the lessor.
- 22.1.5 AERONAUTICAL AUTHORITY Body responsible for regulating civil aeronautical activity in the country of origin of the aeronautical item, in Brazil, for example, it is the ANAC, in the United States it is the FAA and in Europe, the EASA.
- 22.1.6 SERVICE CENTER Maintenance facility that meets, in all aspects, the requirements of the Aeronautical Authority in the country where the workshop operates, and is approved to operate as a workshop for the aircraft models related to this Basic Project by the Aeronautical Authority competent.
- 22.1.7 COMAER Brazilian Air Force Command.
- 22.1.8 COMREC Commission for the Receipt of Goods or Services These are Federal Administration Agents, appointed by the competent authority, who receive, on a commission, the temporary and specific assignment, defined in a specific act, for the receipt of goods or services agreed between the Administration with third parties or with Bodies and Entities of the Public Administration itself, according to the Bidding Law, through contractual instruments (commitments, contracts, agreements, agreements, adjustments, terms of adjustments, cooperation terms, similar instruments, others), observing the legislation that deals with the matter and the guidelines issued by the competent spheres, and must contain, at least, one member with technical-specialized knowledge about the good/service to be received.
- 22.1.9 COMPONENT Any independent part, combination of parts, subjunctions or units, new or used, in Airworthiness Condition and ready to be installed, which performs a distinct function, necessary for the operation of one or more Aircraft Systems, also may be called an ITEM, and encompasses CONSUMABLES COMPONENTS, WORKABLE COMPONENTS and REPAIRABLE COMPONENTS AND MATERIALS.
- 22.1.10 CONSUMABLES All material in common use, such as tires, brake sets, gaskets, screws, nuts, rivets, seals, washers, pins, used in scheduled and unscheduled maintenance as specified in the manuals of the manufacturer. Normally this type of material is frequently replaced and can be used only once, not accepting to be reused or repaired, being discarded after its use. Also called CONSUMABLES, EXPENDABLE, CONSUMABLES, CONSUMABLES or CONSUMABLES in this BP.
- 22.1.11 REPAIRABLE COMPONENT Refers to the COMPONENT or LRU, of the aircraft specified in this Basic Project, that can be repaired or restored to its ideal operating condition to be applied again in an aircraft or larger assembly performing the function for which it was designed. It can also be called a REPAIRABLE ITEM or simply REPAIRABLE.
- 22.1.12 WORKABLE COMPONENT See CONSUMABLES COMPONENT.
- 22.1.13 CONSUMABLES See CONSUMABLES COMPONENT.
- 22.1.14 CONTRACTOR / CONTRACTED PARTY BIDDING Company participating in the Bidding Process associated with this BP and awarded for the execution of the Contract related to the PURPOSE of this BP.
- 22.1.15 CONTRACTING PARTY The Federative Republic of Brazil, Ministry of Defense, Air Force Command, represented by the Brazilian Aeronautical Commission in Washington (BACW), for the execution, monitoring and inspection of the Contract related to the PURPOSE of this BP.

- 22.1.16 CONTRACT Document that generates a legal bond between the PARTIES, of their own free will, creating responsibility for the signed act, capable of creating, modifying or extinguishing rights.
- 22.1.17 DAYS Calendar days.
- 22.1.18 DIRMAB Directorate of Aeronautical and War Material.
- 22.1.19 EAS Ground Support Equipment.
- 22.1.20 PPE Personal Protective Equipment.
- 22.1.21 EXPENDABLE See CONSUMABLES COMPONENT.
- 22.1.22 FAB Brazilian Air Force.
- 22.1.23 TOOLS Equipment of a special and common type, usually small and that can be transported without special needs.
- 22.1.24 FH Flight Hour Each hour or hour increment from the moment the aircraft's landing gears leave the ground on take-off until the moment such landing gears touch the ground on landing.
- 22.1.25 CONTRACT INSPECTOR Administration Agent specially designated as its representative to monitor and supervise the execution of the contractual instrument, in accordance with ICA 12-23 Inspection, Receipt of Goods and Application of Sanctions and ICA 65-8 Attributions of the Contract Inspector and Commissions for Receipt of Material and Services, allowing the hiring of third parties to assist and subsidize you with information relevant to these attributions in situations in which their technical knowledge is not sufficient to exercise them.
- 22.1.26 HV Flight Hour(s).
- 22.1.27 ICA Instruction of the Air Force Command Document whose purpose is to establish norms and procedures adopted within the scope of COMAER.
- 22.1.28 ITEM See COMPONENT.
- 22.1.29 REPAIRABLE ITEM See REPAIRABLE COMPONENT.
- 22.1.30 MAINTENANCE Combination of all technical and administrative actions, including supervision, intended to maintain or restore an item to a state in which it can perform a required function.
- 22.1.31 CONSUMABLES See CONSUMABLES.
- 22.1.32 CONSUMABLES See CONSUMABLES COMPONENT.
- 22.1.33 MCA Air Force Command Manual. Document whose purpose is to establish specific norms and procedures in a certain scope of COMAER activity.
- 22.1.34 NF INVOICE Legal document of registration of service execution or supply of material intended for payment to be provided, not being allowed errors in its value or in the description of the services and materials to which it refers.
- 22.1.35 OS Service Order. It is the document used by the Administration for the request, monitoring and control of tasks related to the execution of service contracts.
- 22.1.36 PAG Administrative Management Process.
- 22.1.37 PART / PARTIES the CONTRACTING PARTY and the CONTRACTED PARTY, cited individually or together.
- 22.1.38 BP or PB BASIC PROJECT.

#### 23 ANNEXES

- 1. AIRCRAFT TECHNICAL SPECIFICATION Revision 1
- 2. AIRCRAFT DELIVERY AND ACCEPTANCE PROCEDURES Revision 1
- 3. PHYSICAL-FINANCIAL SCHEDULE Revision 1
- 4. REFERENCE VALUE Report Revision 1 of the BASIC PROJECT No. 01/CELOG/2022.

#### **FORMULATION**

The preparation of this Basic Project and its Annexes was based on current legislation, aiming to list all the elements necessary to achieve the Public Administration's objective of acquiring two aircraft as specified in the PURPOSE, in order to meet the constant demand of ROP EMAER 118.

PREPARED BY:	São Paulo, according to	digital signature
	SAMUEL DE SOUZA CIQUEIRA LT COL AV Assistant to the Project Manager	
REVIEWED BY:		
	IVAN LUIZ DE SIQUEIRA – COL Int. Head of CELOG's Procurement Division	-

#### 25 <u>APPROVAL</u>

I approve this Basic Project and its Annexes, as it contains all the elements necessary to achieve the Public Administration's objective of acquiring 02 (two) aircraft as specified in the PURPOSE of this document, in order to meet the constant demand of ROP EMAER 118.

Brig. Ar RODRIGO FERNANDES SANTOS
CELOG's Director



## MINISTRY OF DEFENSE

# AERONAUTICAL COMMAND AERONAUTICAL LOGISTICS CENTER

## ANNEX 01 TO THE BASIC PROJECT No 01/CELOG/2022

PAG n° 67101.003320/2020-14



## **AIRCRAFT TECHNICAL SPECIFICATIONS**

**Review 1** 

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#### II - DESCRIPTION

#### 1 PURPOSE

1.1.1 The purpose of this annex is to present the set of necessary and sufficient elements, with an adequate level of precision for the characterization of the AIRCRAFT to be supplied.

#### 1.2 <u>DEFINITIONS</u>

1.2.1 The definitions established in the body of the BP must be used and observed for what is described in this ANNEX, as well as the definitions enshrined in the maintenance manuals governed by ANAC/FAA/FAR standards.

#### 2 OBJECT DESCRIPTION SUMMARY

2.1.1 The acquisition of 02 (two) A330-200 "green" aircraft compatible with conversion into the A330 MRTT in-flight refueling version, with manufacturing date after January 1st, 2014.

#### 3 GENERAL OBSERVATIONS ON THE AIRCRAFT SPECIFICATION

- 3.1.1 This Basic Project aims to acquire two aircraft to replace the KC-137 aircraft, acquired in 1985 and operated until 2013. There was an attempt to meet this need with the KC-X2 Project, but it was closed in 2016. From 2016 to 2019, COMAER leased a Boeing 767-300 aircraft, which partially met existing needs, since this aircraft did not fulfill REVO missions.
- 3.1.2 At the beginning of 2020, NOP 002/COMPREP/2020 was issued by COMPREP, identified the existing operational deficiencies with the deactivation of the KC-137 and pointed out the Operational Need for strategic aircraft to meet the FAB's operational deficiencies in Actions of Air Force such as Logistic Air Transport (TAL), In-Flight Refueling (REVO) and Aeromedical Evacuation (EVAM). Based on this, ROP EMAER 118 was prepared, which defined the Operational Requirements for the acquisition of the Strategic Aircraft for Transport and In-Flight Refueling.
- 3.1.3 In compliance with the provisions of DCA 400-6, the Feasibility Study on ROP EMAER 118 and the Technical, Logistics and Industrial Requirements (RTLI) of the KC-X3 Project were prepared, which were evaluated and approved in the STUDIES REPORT AND ANALYSIS OF THE TECHNICAL SPECIFICATIONS OF THE KC-X3 PROJECT from EMAER in November 25, 2021.
- 3.1.4 All analyzes carried out since the issuance of NOP 002/COMPREP/2020 allowed the definition of the technical specifications of the aircraft, which are consolidated in this annex for knowledge and compliance by the BIDDERS.
- 3.1.5 To facilitate the activities of proof of aircraft compliance with the requirements, these will be divided by moment of proof, being those to be proven in the delivery of the proposal and those to be proven in the presentation of the aircraft.
- 3.1.6 The specifications to be documented in the submission of the proposal must also be maintained and proven in the presentation of the aircraft. The BIDDER is free to use the aircraft between the delivery of the proposal and the presentation of the aircraft, but must pay attention to the fact that it is necessary to comply with all the requirements required when the aircraft is presented, in case it wins the contest. Failure to comply with the requirements set out in the presentation of the aircraft will cause the BIDDER to be disqualified from the tender.

#### 4 <u>DOCUMENTATION DELIVERY ORIENTATION</u>

- 4.1.1 All technical documentation must be delivered in English.
- 4.1.2 All technical documentation must be written clearly and legibly;
- 4.1.3 All technical documentation must allow viewing of the original record when there is any correction recorded later;
- 4.1.4 All technical documentation must comply with the best practices and in a format accepted by the standards of the international aeronautical market;
- 4.1.5 All technical documentation must meet FAA/EASA/ANAC or the relevant aeronautical authority requirements;
- 4.1.6 All technical documentation must be current and reflect the current situation of the aircraft in the current configuration including records of all maintenance, repairs or modifications performed to date with approval or acceptance records, as required.
- 4.1.7 For documents to be delivered together with the aircraft offer, that is, in the PROPOSAL, it is acceptable that they reflect the status of the aircraft up to 30 (thirty) days before the envelope delivery deadline. For example, if the envelopes must be delivered by the 15th of February, the data contained in the documents presented must reflect the situation of the aircraft until the previous 16th of January.
- 4.1.8 For the documents to be delivered along with the aircraft, in their presentation, they must be updated until the day before the presentation, in accordance with good maintenance practices.
- 4.1.9 It is recommended that the BIDDER place a cover or sheet informing which requirement, according to the numbering in the tables, the documentation sent refers to. This procedure is intended to avoid doubts about the content of the documentation at the time of analysis and judgment of the proposal.
- 4.1.10 A document may contain information in order to prove compliance with more than one requirement, in which case, duplicate delivery of the voucher is not required.
- 4.1.11 The documentation suggested in the column "SUGGESTED WAY FOR PROOF OF CONFORMITY" may be replaced by another document that has similar, complementary or substituting content, and that is accepted by the Aeronautical Authority to which the aircraft is registered.

#### 5 AIRCRAFT SPECIFICATIONS

- 5.1.1 The following tables present the detailed specifications of the aircraft. These specifications will be analyzed against the documentation delivered in the proposal and in the presentation of the aircraft to verify the conformity of the offered aircraft with the PURPOSE desired in this contract.
- 5.1.2 The column "REF No" refers to COMAER's internal number to control the requirement.
- 5.1.3 The "REQUIREMENT" column refers to the description of the requirement required to be fulfilled by the offered aircraft.
- 5.1.4 The column "REQUIREMENT PROOF MOMENT" informs the moment, during the bidding process, in which the requirement must be proved. The requirement may have its proof required in the delivery of the offer, in the presentation of the aircraft or in both moments, as indicated in this column with the following legend:
- 5.1.4.1 PROPOSAL Requirement to be proven only upon delivery of the proposal.

- 5.1.4.2 PRESENTATION Requirement to be proven only when the aircraft is presented for receipt.
- 5.1.4.3 PROPOSAL AND PRESENTATION Requirement to be proven in the delivery of the proposal and in the presentation of the aircraft.
- 5.1.5 The column "SUGGESTED WAY TO PROVIDE CONFORMITY" refers to the suggested documentation to prove compliance with the requirement.
- 5.1.6 The proof needs to be done individually for each aircraft. The vouchers related to each aircraft must be identified, in order to separate the information between them.

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## 5.2 REQUIREMENTS TO BE MET BY AIRCRAFT

	RECORDINE TO BE WELL BY AIRCRAFT		
REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
3.2.1	The aircraft must have a configuration that allows the use of ATM CNS according to the rules established by the FAA and EUROCONTROL.	PROPOSAL AND PRESENTATION	Presentation of the configuration of the offered aircraft containing the PN and SN of the systems capable of operating in the FAA and EASA ATM CNS system.
3.2.2	The aircraft must have a configuration that allows the use of ATM CNS according to the rules established by the FAA and EUROCONTROL.	PRESENTATION	Presentation of the configuration of the offered aircraft, containing the PN and SN of the systems capable of controlling and monitoring the parameters of the installed propulsion system.
3.2.3	The system for controlling and monitoring the parameters of the propulsion system of the aircraft must have its software updated to the latest version.	PRESENTATION	Declaration by the offeror, containing the latest version of the software applicable to the FADEC PN and the version currently loaded on the equipment.
3.2.4	The aircraft must be equipped with the Windshear Warning System.	PROPOSAL AND PRESENTATION	Declaration by the provider of the system installed and functioning, indicating the subitems of the Aircraft Maintenance Status Summaries or equivalent that attest that the aircraft complies with the requirement.
3.2.5	The aircraft must have an autopilot system capable of navigation with approval compatible for use in an ILS CAT II or better approach system.	PROPOSAL AND PRESENTATION	Present SPECS OPS with previous approval of the aircraft issued by the responsible aeronautical authority attesting that the autopilot system is compatible with the operation in an ILS CAT II or higher approach system, in addition to presenting the Aircraft Maintenance Status Summaries that certify that the aircraft complies with the requirement.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
3.2.7	The aircraft must have the ability to operate worldwide through digital navigation equipment, with navigation charts displayed in the navigation system, with up-to-date software and charts and with the ability to update.	PROPOSAL AND PRESENTATION	Present the aircraft configuration with PN and SN of the navigation system equipment, as well as the latest applicable software/firmware version for the PN, and the version currently loaded in the serial installed on the aircraft.
3.2.8	Aircraft must be able to receive an in-flight fuel transfer system (REVO) as a refueler.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
3.2.8.1	The REVO version of the aircraft MUST have 02 (two) PROBE DROGUE refueling points on the wings, operating simultaneously, in accordance with the regulations in force.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
3.2.8.3	The REVO version of the aircraft must have a cockpit control panel for the REVO system.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
3.2.8.4	The REVO version of the aircraft must have means of visual observation of the refueling operation, with the function of activating the emergency disconnection system.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
3.2.8.5	The REVO version of the aircraft MUST be capable of refueling aircraft using JP8 fuel.	PROPOSAL AND PRESENTATION	Present the aircraft's OPS SPEC, and/or additional documentation, evidencing that the aircraft has no restrictions on the use of JP8 fuel.
3.3.1	The aircraft MUST have a minimum range of 6,500 NM, given the following conditions:  a) takeoff from a prepared runway of a maximum of 3,000 m, at ISA+20°C, 100% relative humidity and MSL; b) temperature in route of ISA+10°C; and c) capacity of at least 11 tons of payload distributed between cargo and passengers, in compliance with the aircraft's balancing conditions; d) meet civil regulations for fuel reserve.	PROPOSAL AND PRESENTATION	Presentation of the aircraft's OPS SPEC, and/or additional documentation, evidencing compliance with the desired performance.
3.3.2	The aircraft must be capable of taking off with a payload of at least 36,000 kg.	PROPOSAL AND PRESENTATION	Presentation of the aircraft's OPS SPEC, and/or additional documentation, evidencing that there is no restriction in meeting the desired performance.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
3.3.3	The modification of the aircraft to the REVO configuration, already applied to an aircraft of the same model and engine, must have a minimum range of 1500 NM, under the following conditions:  a) Transfer capacity of at least 100,000 lbs of fuel; b) transport of at least 50 passengers; and c) transport of at least 10 tons of cargo.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660
3.3.4	The aircraft must meet the requirements of RVSM, RNP, ETOPS 180, Landing Category, MNPS, FANS, M Immunity, 8.33 Spacing, ADS-B, for operation without limitations and restrictions, including regulations imposed by the FAA and EASA.	PROPOSAL AND PRESENTATION	Declaration by the bidder, with the presentation of evidence of the operational capacity of the aircraft, in relation to the RVSM, RNP, ETOPS, Landing Category, MNPS, FANS, FM Immunity, 8.33 Spacing, ADS-B operation. In addition, indicate the subitems of the Aircraft Maintenance Status Summaries that certify that the aircraft meets the requirement.
3.7.1	The aircraft MUST have a modular passenger cabin interior, which allows rapid reconfiguration of the aircraft interior, for passenger transport and/or aeromedical evacuation (MEDEVAC).	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
3.7.1.1	The aircraft, in its MEDEVAC configuration version, when equipped with an ICU, MUST have a capacity of at least 06 (six) UTI or UTI, 12 (twelve) stretchers and 21 (twenty-one) seats simultaneously.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
3.7.1.2	The aircraft, in its version with MEDEVAC configuration, must have a capacity of at least 32 (thirty-two) stretchers when not equipped with an UTI.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
3.7.2	The passenger cabin MUST have the capacity to carry at least 238 (two hundred and thirty-eight) passengers in at least two classes, with at least 18 (eighteen) passengers in business class seats or higher.	PROPOSAL AND PRESENTATION	Present the LOPA evidencing compliance with the requirement, including the PN of each seat class.
3.7.2.1	Economy class seats MUST be of the "international economy class seat" type or higher, with a minimum distance of 30 inches between the seats and 18 inches wide, reclining.	PROPOSAL AND PRESENTATION	Present the LOPA evidencing compliance with the requirement and declaration of the offeror presenting the characteristics of the aircraft's seats.
3.7.2.2	Seats in business class seats or higher MUST be "angled lie-flat seats", "fully flat seats" or "cabin seat", reclining at least 160 degrees, in a space that has physical division for the other classes of seats of the aircraft.	PROPOSAL AND PRESENTATION	Present the LOPA evidencing compliance with the requirement and declaration of the offeror presenting the characteristics of the aircraft's seats.
3.7.3	All seats must have an entertainment system (IFE) that has individual screens, with control for passengers, which allow the execution of media (films and music) stored in the system, as well as dynamic map presentation with the positioning of the aircraft.	PROPOSAL AND PRESENTATION	Declaration by the provider of the system installed and functioning, indicating the subitems of the Aircraft Maintenance Status Summaries or equivalent that attest that the aircraft meets the requirement, as well as the capacity of the system installed on the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
3.7.4	The entire interior of the aircraft, including the floor, curtains and seats, must have a harmonious color scheme, be in good condition and show no wear or tear.	PROPOSAL AND PRESENTATION	Declaration by the bidder showing photos of the interior of the aircraft that attest that the aircraft meets the requirement.
3.7.5	The passenger cabin MUST have seats/beds for resting for at least 03 (three) crew members.	PROPOSAL AND PRESENTATION	Present the LOPA evidencing compliance with the requirement.
3.7.6	The aircraft MUST have at least 5 (five) toilets with QTU capacity, in a quantity compatible with the number of seats.	PROPOSAL AND PRESENTATION	Present the LOPA evidencing compliance with the requirement.
3.7.8	The passenger cabin must have at least 02 galleys of size and capacity compatible with the number of seats in the aircraft.	PROPOSAL AND PRESENTATION	Present the LOPA and the "Galley Drawings" evidencing compliance with the requirement.
4.1.1	The aircraft MUST have a date of manufacture later than January 1, 2014.	PROPOSAL AND PRESENTATION	Presentation of a document from the manufacturer or civil regulatory agency attesting to the date of manufacture of the aircraft.
4.1.2	Life expectancy in service until 2054 MUST be considered, with an average annual utilization of 1,200 flight hours per aircraft (FH/FC = 2.5) after delivery to the FAB.	PROPOSAL AND PRESENTATION	Presentation of the aircraft fatigue life management plan, with updated records that prove that there is no restriction on the aircraft's useful life.
4.1.2.1	The aircraft MUST not have any structural restrictions due to repair or incident that restrict its operational life to achieve the expected operational service life expectancy.	PROPOSAL AND PRESENTATION	Presentation of the aircraft fatigue life management plan, with updated records that prove that there is no restriction on the aircraft's useful life.
4.1.3	The aircraft MUST have less than 4,200 cycles at the time of delivery.	PROPOSAL AND PRESENTATION	Presentation of aircraft fatigue life records that prove the number of aircraft cycles (CSN).

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.4	The aircraft MUST have less than 28,000 flight hours at the time of delivery.	PROPOSAL AND PRESENTATION	Presentation of the aircraft fatigue life records that prove the number of flight hours of the aircraft (TSN).
4.1.5	The aircraft must have an aircraft fatigue life management plan, with updated records.	PROPOSAL AND PRESENTATION	Presentation of the aircraft fatigue life management plan, with updated records.
4.1.6	All controlled components, with the exception of the APU, MUST have a TSN and CSN of less than 120% (one hundred and twenty percent) of the aircraft's TSN and CSN.	PRESENTATION	Submit a record of the controlled components proving that they have a TSN and CSN of less than 120% of the aircraft's total flight hours.
4.1.6.1	The engines MUST have a TSN and CSN of less than 120% (one hundred and twenty percent) of the aircraft's TSN and CSN.	PROPOSAL AND PRESENTATION	Submit engine registration proving that they have a TSN and CSN of less than 120% of the aircraft's total flight hours.
4.1.6.2	The APU MUST have a TSN of less than 70% (seventy percent) of the aircraft's TSN, and a CSN of less than 300% (three hundred percent) of the aircraft's CSN.	PROPOSAL AND PRESENTATION	Present the APU record that proves that it has a TSN of less than 70% (seventy percent) of the aircraft's TSN, and a CSN of less than 300% (three hundred percent) of the aircraft's CSN.
4.1.6.3	The LANDING GEAR set must have a manufacturing date of at most 12 (twelve) months prior to the aircraft manufacturing date and have a TSN and CSN of less than 120% (one hundred and twenty percent) of the aircraft's TSN and CSN.	PROPOSAL AND PRESENTATION	Present the LANDING GEAR record proving that it has a manufacturing date of at most 12 (twelve) months prior to the aircraft manufacturing date and that it has TSN and CSN less than 120% of the aircraft's total flight hours.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.7	The aircraft, its components, equipment and accessories installed on it MUST be fully developed and qualified, not depend on an exclusive license from the supplier(s) and be free from restrictions, of a political and/or technological nature, for use by COMAER.	PROPOSAL AND PRESENTATION	Declaration by the BIDDER that the sale and export of the aircraft does not depend on exclusive licenses, and that the aircraft is free from political and/or technological restrictions, for use by COMAER.
4.1.8	The aircraft must have the complete systems, in a way that allows its operation in all the limits of the envelope approved by the Type Certificate of the basic version in its entirety.	PROPOSAL AND PRESENTATION	Submit a statement attesting that the Supplementary Type Certificates incorporated, if any, do not restrict the aircraft's ability to operate, by submitting a report describing the changes made through SB, CT, repairs carried out, structural discrepancies or equivalent document approved by the Aeronautical Authority, evidencing that there is no restriction on the aircraft's ability to operate in relation to its original Type Certificate.
4.1.9	The aircraft must have all operational systems in place and available for use, even if they are not airworthiness limitations, have no overdue maintenance and no airworthiness restrictions.	PRESENTATION	Present a technical report that proves the operability of all aircraft systems, even if they do not limit airworthiness.
4.1.10	Engines MUST not have a history of occurrences of messages indicative of malfunction, at any stage of the flight, motivated by the EGT parameter, according to data analysis from the Engine Health Monitoring System certified program or similar.	PROPOSAL AND PRESENTATION	Declaration that the aircraft is equipped with engines in good condition, without damage or concessions that limit the operation, as per data analysis from the certified Engine Health Monitoring System program or similar.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.11	Engines MUST have a report based on data from monitoring through a certified Engine Health Monitoring System program, or another program of similar capacity, relating to the last 500FH of engine operation that ensure its status and use monitoring.	PROPOSAL AND PRESENTATION	Declaration that the engines have an Engine Health Monitoring System program and submit a report from the Engine Health Monitoring System including the data of the last 500FH of the engine.
4.1.12	Any damage to the engines and APU contained in the Boroscopy report issued by an authorized service center must be classified within the conditions provided for in the applicable manuals, explaining that any damage, if any, does not limit the operation of the engine and/or APU below the limits required minimums.	PROPOSAL AND PRESENTATION	Present a Boroscopy Report issued by an authorized service center, classifying all damages within the conditions of the manual and explaining that such damages do not limit the operation of the engine.
4.1.13A	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  A) Certificates of Airframe Check/Inspection History/Maintenance Checks performed or equivalent;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13B	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  B) Certified status of total time in service (hours and cycles);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13C	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  C) Aircraft usage certificates — Aircraft Flight Time Report/Aircraft Log Book or Airline Maintenance Information System (MIS);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13D	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  D) Airworthiness Directives Certificate for Components and Fuselage (including AD review, status of applicability and statement as to method of compliance, eg modified/repaired/inspected);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13E	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  E) Incorporated Manufacturer's Service Bulletin Certificate (may be included in combined aircraft modification list);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13F	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  F) Certificate status of all modifications incorporated into the aircraft, including STC (may be included in the list of aircraft modifications);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13G	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  G) Modification Records — Certified records showing the completion of each modification to the aircraft since delivery from the manufacturer. Modifications that are not 100% based on a Service Bulletin issued by the Manufacturer must show evidence of Aircraft State of Design modification data approval and State of Registry Aviation Authority approval. Major modifications must have an FAA Form 337 or EASA/JAA equivalent approving the modification made;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13H	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  H) Certificate of compliance with the aircraft's approved maintenance program, including task list, task source, last performed and next due information, applicable instructions for continued airworthiness, and any "out of phase" inspections;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13I	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  I) Certificate of supplemental structural inspections (SSIs) or ALS items (Airbus) as applicable. Tasks can be incorporated into the Last Done/Next Due listing;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13J	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  J) Certificate of CPCP / ISIP tasks (as applicable) - can be incorporated in the Last Done/Next Due listing;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13K	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  K) Certificate of Maintenance Requirements (CMR) – can be incorporated in the Last Done/Next Due listing;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13L	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  L) Certificate of Airworthiness Limitation Items (ALIs) – can be incorporated in the Last Done/Next Due listing;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13M	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  M) Certificate of deferred maintenance items (if applicable);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13N	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  N) Certificate of status of controlled components (status of installed Time Controlled Components), including details of airworthiness limitation parameters;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.130	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  O) Life Limited Airframe Parts Certificate (if applicable) indicating existing cycle limits, cycles consumed since new and cycles available for use;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13P	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  P) Certificate with a list of controlled components (listing of Operator's current tracked Components) including engine components. The listing is limited to components that do not have a life limit (e.g. LLP) and are not subject to periodic maintenance (i.e. HT/TCC Components) but which have an S/N and are tracked in the maintenance information system of the Operator. The listing must show by P/N, S/N, component installation date and the TSN/CSN/TSO/CSO (if applicable);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13Q	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  Q) Declaration that the aircraft was not involved in accidents or incidents (Incident/Accident Clearance Statement – ICS) in IATA/AWG format or equivalent, including the fuselage, engines and APU, covering the entire period of operation of the aircraft and components;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13R	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  R) Certificate of internal and external structural repairs and permissible damage, including reference to applicable approval data, time-limited items and, as applicable, instructions for continuing airworthiness. Map of external repairs ( <i>Dent &amp; Buckle File</i> );	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13S	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  S) Declaration of oils and fluids used in the aircraft, Engines and APU (may be included in the <i>Aircraft status statement</i> );	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13T	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  T) Statement of installed software loaded by the Operator, including PN and date of installation/update (limited to software that affects the operation and control of the aircraft);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13U	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  U) Proof of the aircraft's operational capabilities (eg RVSM, RNP, ETOPS, Landing Category, MNPS, FANS, FM Immunity, 8.33 Spacing, ADS-B). May include reference to component list (B015), AFM, modification list, operator AMP to prove the requirement;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13V	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  V) Declaration that the Flight Data Recorder is within the limits according to the applicable manuals (covering the last flight of the previous operator before the delivery of the aircraft);	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.13X	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  X) Summary of the Approved Maintenance Program for delivery of the aircraft (Redelivering Airline), including an introduction summary pages, Last Done/Next Due listing, and if applicable the MPD for cross-reference with the AMP task table;	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.13Y	The aircraft MUST have a history of maintenance and overhauls within the manufacturer's requirements, having a summary of the aircraft's maintenance status, including:  Y) Declaration that the Cockpit Voice Recorder is within limits in accordance with the applicable manuals (covering the previous operator's last flight before delivery of the aircraft).	PROPOSAL AND PRESENTATION	Submit the documents that prove compliance with the requirement, including, but not limited to, the active and current CA, as well as the last RELEASE FORM of each maintenance activity performed to date, in accordance with the approved Maintenance Plan.
4.1.14A	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  A) Aircraft Technical Logs — minimum of the last 3 years (electronic or analog format as available);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14B	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  B) A Checks – the last complete cycle of 'A' Checks (or equivalent), including the Tally Sheet and CRS (minimum of the last 3 years);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.14C	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  C) C Checks – the last complete cycle of 'C' Checks (or equivalent), including the Tally Sheet and CRS;	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14D	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  D) All major or structural inspection records (Structural Check Packages – eg 6/12 Yr, 8/10/12 Yr, S4C/S8C or equivalent), including Tally Sheet and CRS (Major Inspections or structural elements may be included in 'C' Checks);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14E	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  E) CPCP/ISIP inspections and maintenance certificate (including level of corrosion found and correction);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14F	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  F) Separate file for each Airworthiness Directive of Components and Fuselage (limited to AD executed on-wing) including copy of AD, execution instructions (eg EO/SB) and certificate of related maintenance cards;	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.14G	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  G) Separate file for each manufacturer's SB (limited to SB executed on-wing) including copy of SB and certificate of related maintenance cards (may be included in aircraft modification records);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14H	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  H) Separate file for each modification incorporated, including STC, including attestation data, regulatory approval, accomplishment DFP, Right To Use Letter, Manual supplements, Instructions for Continuing Airworthiness and related LDND information (may be included in Aircraft Modification File);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14I	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  I) Certificates for each Structural Repair and Damage Allowed (including incorporation instructions, Instructions for Continuing Airworthiness, review of data used, and regulatory or manufacturer approval if not within the SRM);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.14J	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  J) Aircraft weight report reflecting its current configuration;	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14K	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  K) Flight control balance status – original manufacturer data and, if applicable, the most recent related maintenance task card;	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14L	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  L) Report of the last test flight and relevant technical records;	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14M	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  M) last compass compensation report (last maintenance card performed);	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.
4.1.14N	The aircraft MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  N) Inventory of physical copies of maintenance records (if applicable).	PROPOSAL AND PRESENTATION	Present the maintenance record documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.15	MUST not have temporary, time-limited or interim structural repairs to the aircraft, unless the manufacturer specifically recommends such repair. All repairs to the aircraft will be carried out in accordance with the Manufacturer's Structural Repair Manual or:  - EASA approved supported by EASA Repair Project Approval Sheets or their EASA equivalent;  - Approved by the FAA supported by an FAA Form 8110-3 or FAA Form 8100-9 or equivalent from the aviation authority.	PROPOSAL AND PRESENTATION	Present the record of repairs carried out evidencing compliance with the requirement.
4.1.16	The aircraft must be delivered free of any maintenance plan customized by the last operator, having been reinstated to the latest version of the MPD approved by the aircraft manufacturer, having performed all checks scheduled for the aircraft at that time.	PRESENTATION	Present the record of maintenance performed and due for the aircraft, according to the updated maintenance plan approved by the manufacturer, showing that it is not a customized plan for the last operator.
4.1.17	Each controlled component of the aircraft MUST have a record of maintenance and overhauls within the requirements of the manufacturer, having an aircraft maintenance record, containing: - Authorized Release Certificate (or COC) for each component controlled by OEM rating (including latest overhaul/repair/shop test report, as applicable).	PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the aircraft and/or component.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.18A	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  A) Manufacturer's delivery documents (EDS, Log book, Test Data/Performance Summary, Configuration Listing and SB Status at Manufacture);	PROPOSAL AND	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18B	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  B) Export Airworthiness Certificate;	PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18C	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  C) Certificate of total time in service (hours and cycles);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18D	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  D) Certificate of Engine Airworthiness Directives (including status of applicability and statement as to method of compliance, eg modified/repaired/inspected);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18E	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  E) Certificate of the SB of the Manufacturer of the built-in Engines;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.18F	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  F) Certificate of non-Manufacturer's SB/STC incorporated in the Engines including applicable regulatory approval;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18G	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  G) Declaration of parts with limited life (LLP) indicating cycle limit, cycles consumed since new and cycles remaining;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18H	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  H) Proof of individual total cycle for each limited life part (LLP) since manufacture;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18I	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  I) History of Engine/Module Shop Visit reports (which may not include DFP logs for engines and Shop Visit tasks);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18J	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  J) Condition Monitoring Report (current Trend Data);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.18K	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  K) Engine Log Book and/or Master Agreement of Installation & Removals (as applicable);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18L	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  L) Last boroscopic report (including video);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18M	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  M) Last Engine Test Cell report;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18N	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  N) Last On-wing Maximum Power Assurance Ground Run;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18O	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  O) Certificate that the engines are accident and incident free (Incident & Accident Clearance Statement – ICS) in IATA / AWG format or equivalent, if not covered by the aircraft's ICS;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.18P	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  P) Power Rating Operation Certificate (including, if applicable, cycles of operation in different power regimes – may be included in the Disc Sheet or LLP tracking template;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18Q	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  Q) Certificate of maintenance cards from Specialist Engine Field Repairs performed since the last shop visit (if applicable);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18R	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  R) Certificate of maintenance cards performed on Fan Blade Distribution (including P/N, S/N and Moment Weight information);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18S	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  S) Certificate of status of inspections and maintenance cards of the last inspection carried out on the installed engine supports (if required and not included in the Last Done / Next Due listing);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.18T	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  T) Certificate listing High Pressure Turbine Blade components including TSN/CSN/TSO/CSO;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18U	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  U) Copy of OEM concessions (eg Customer Departure Record (CDR-GE/CFM), One Time Concession (OTC-PW/IAE) or Technical Variance (TV-RR)) as applicable;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.18V	Each aircraft engine MUST have a maintenance and overhaul record within the manufacturer's requirements, having an aircraft maintenance record, containing:  V) List of engine components, including serialized line replaceable units (if not already provided in the aircraft maintenance record). Including TSN / CSN / TSO / CSO (if available).	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the engine, in a separate file per engine.
4.1.19A	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  A) Total certified time in APU service (including current hours and cycles) and Statement of Aircraft Hours to APU Hours Ratio;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.19B	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  B) Certificate of APU airworthiness directives (including status of applicability and statement as to method of compliance, eg modified/repaired/inspected);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.
4.1.19C	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  C) Embedded BS certificate from the APU Manufacturer;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.
4.1.19D	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  D) APU Logbook and/or Master record of Installation & Removals (as applicable);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.
4.1.19E	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  E) All APU maintenance records (Shop Visit Reports) until the last heavy maintenance (Heavy SV);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.19F	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  F) List of certified limited life parts (LLP), indicating time or cycle limit, hours or cycles consumed since new, and hours or cycles remaining and, if applicable, the individual time stamp or proofing cycle for each part limited life (LLP) from manufacture;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.
4.1.19G	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  G) Operational Performance Test (on-wing) – maintenance record (if applicable);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.
4.1.19H	The aircraft APU MUST have a record of maintenance and overhauls within the manufacturer's requirements, having an aircraft maintenance record, containing:  H) Last boroscopic inspection record (including video).	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the APU.
4.1.20A	The aircraft's landing gear MUST have a record of maintenance and revisions within the manufacturer's requirements, having an aircraft maintenance record, containing:  A) Manufacturer's report of limited life parts (LLP) installed at manufacture (for installed landing gear), including PN and SN;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the landing gear.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.20B	The aircraft's landing gear MUST have a record of maintenance and revisions within the manufacturer's requirements, having an aircraft maintenance record, containing:  B) Authorized release certificate from the last overhaul of each major landing gear assembly (if applicable);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the landing gear.
4.1.20C	The aircraft's landing gear MUST have a record of maintenance and revisions within the manufacturer's requirements, having an aircraft maintenance record, containing:  C) Certificate of limited life parts (LLP) of each landing gear, showing the cycle limit, cycles consumed since new and cycles remaining;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the landing gear.
4.1.20D	The aircraft's landing gear MUST have a record of maintenance and revisions within the manufacturer's requirements, having an aircraft maintenance record, containing:  D) Report of the last workshop maintenance (if applicable);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the landing gear.
4.1.20E	The aircraft's landing gear MUST have a record of maintenance and revisions within the manufacturer's requirements, having an aircraft maintenance record, containing:  E) Individual full cycle attestation data for each limited life (LLP) part (as identified by the applicable OEM document) since manufacture.	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the approved maintenance plan for the landing gear.
4.1.21A	The aircraft MUST have updated configuration control, including:  A) Drawing of the LOPA including the PN of the seats;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the aircraft configuration.
4.1.21B	The aircraft MUST have updated configuration control, including: B) Galley drawing;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the aircraft configuration.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.1.21C	The aircraft MUST have updated configuration control, including:  C) Drawing of emergency equipment with item description and PN;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the aircraft configuration.
4.1.21D	The aircraft MUST have updated configuration control, including:  D) Inventory of loose and <i>Galley</i> equipment;	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the aircraft configuration.
4.1.21E	The aircraft MUST have updated configuration control, including:  E) Inventory list of installed avionics units (if available or incorporated in the component list);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the aircraft configuration.
4.1.21F	The aircraft MUST have updated configuration control, including:  F) Electrical Load Analysis (ELA – <i>Electrical Load Analysis</i> ) (current ELA or Original ELA plus applicable supplements);	PROPOSAL AND PRESENTATION	Present the documents that prove compliance with the requirement, updated and in accordance with the aircraft configuration.
4.1.24	The aircraft must have and be delivered with all equipment, accessories and manuals provided for in RBAC 25/FAR 25 or equivalent of the Aeronautical Authority in which it is registered.	PRESENTATION	Presentation of a list of mandatory equipment required to comply with RBAC/FAR 25 or equivalent and a list of equipment installed on the aircraft evidencing compliance with the requirement.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.3.1A	The two aircraft dealt with in this BP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  A) Model and version of the aircraft;	PROPOSAL AND PRESENTATION	The offeror must submit configuration reports showing similar model and version among the offered aircraft.
4.3.1B	The two aircraft dealt with in this BP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  B) Motorization;	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports presenting similar and interchangeable engines between the offered aircraft, without the need for adaptations or application of BS/DA/STC.
4.3.1C	The two aircraft referred to in this BP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  C) Equipment configuration;	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports showing similar equipment configuration among the offered aircraft.
4.3.1D	The two aircraft referred to in this BP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  D) Application of BS/STC;	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports showing the application of similar BS/STC among the offered aircraft. In the event that an aircraft has a BS/STC different from the other, a report from the aircraft manufacturer and/or competent aeronautical authority must be attached, indicating the reasons why it was not applied to the other aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.3.1E	The two aircraft referred to in this BP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  E) Components, including alternates or newer interchangeable Parts;	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports showing similar PN among the offered aircraft for all controlled components. In case there are different PNs, the offeror must attach a report that proves that one PN alternates or exceeds the other PN, and that the interchangeability of both is possible. In case an aircraft has an exceeding PN that is not interchangeable, a report from the aircraft manufacturer and/or competent aeronautical authority must be attached, indicating the application of the new PN and the reasons why it was not applied to the other aircraft.
4.3.1F	The two aircraft referred to in this BP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  F) Cabin design and configuration;	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports showing similar cabin configurations among the offered aircraft.
4.3.1G	The two aircraft referred to in the ROP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  G) On-board Equipment;	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports showing similar on-board equipment configuration among the offered aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.3.1H	The two aircraft referred to in the ROP must be sisterships, allowing full interchangeability of components between them, and must have similarity between:  H) Layout, colors and interior assembly.	PROPOSAL AND PRESENTATION	The bidder must submit configuration reports showing similar layout configuration, colors and interior assembly between the offered aircraft.
4.3.2	The aircraft MUST have parts interchangeable with new or other aircraft parts of the same model, version and configuration, without the need for original component reconfiguration, rework or excessive force.	PROPOSAL AND PRESENTATION	Present the TC and STC of the aircraft demonstrating that there are no modifications that attribute specific configurations to the aircraft that require the use of specific components not compatible with other aircraft of the same model and version.
4.3.3	The aircraft MUST have engines of the same model and compatible with conversion to the REVO configuration.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, and that it has a Rolls-Royce or General Electric engine.
4.4.1A	The aircraft must be delivered with the maintenance performed, having at least the following intervals for performing new maintenance, in accordance with the MPD or approved maintenance plan:  A) 600FH (six hundred flight hours) for the next <i>check</i> "A"; Inspections may be carried out earlier to adjust to the minimum required interval, if authorized by the Aeronautical Authority with which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the aircraft, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are tasks to be completed, the plan for completing these tasks must be presented to the maintenance workshop, in order to prove that they will be completed by the date of delivery of the aircraft, and that the aircraft will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.1B	The aircraft must be delivered with the maintenance performed, having at least the following intervals for performing new maintenance, in accordance with the MPD or approved maintenance plan:  B) 06 (six) months for the next <i>check</i> "C"; Inspections may be carried out earlier to adjust to the minimum required interval, if authorized by the Aeronautical Authority with which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the aircraft, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are tasks to be completed, the plan for completing these tasks must be presented to the maintenance workshop, in order to prove that they will be completed by the date of delivery of the aircraft, and that the aircraft will have the required interval for the next maintenance as specified.
4.4.1C	The aircraft must be delivered with the maintenance performed, having at least the following intervals for performing new maintenance, in accordance with the MPD or approved maintenance plan:  C) 12 (twelve) months for the next <i>check</i> "2C"; Inspections may be carried out earlier to adjust to the minimum required interval, if authorized by the Aeronautical Authority with which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the aircraft, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are tasks to be completed, the plan for completing these tasks must be presented to the maintenance workshop, in order to prove that they will be completed by the date of delivery of the aircraft, and that the aircraft will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.1D	The aircraft must be delivered with the maintenance performed, having at least the following intervals for performing new maintenance, in accordance with the MPD or approved maintenance plan:  D) 12 (twelve) months for the next "4C" <i>check</i> ; Inspections may be carried out earlier to adjust to the minimum required interval, if authorized by the Aeronautical Authority with which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the aircraft, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are tasks to be completed, the plan for completing these tasks must be presented to the maintenance workshop, in order to prove that they will be completed by the date of delivery of the aircraft, and that the aircraft will have the required interval for the next maintenance as specified.
4.4.1E	The aircraft must be delivered with the maintenance performed, having at least the following intervals for performing new maintenance, in accordance with the MPD or approved maintenance plan:  E) 03 (three) years for the next "8C" <i>check</i> . Inspections may be carried out earlier to adjust to the minimum required interval, if authorized by the Aeronautical Authority with which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the aircraft, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are tasks to be completed, the plan for completing these tasks must be presented to the maintenance workshop, in order to prove that they will be completed by the date of delivery of the aircraft, and that the aircraft will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.2	The aircraft engines MUST not have a shop visit or scheduled recall required or recommended by health monitoring, EGT or similar and/or boroscopy report in the next 1,920 FC (one thousand nine hundred and twenty cycles) and 4,800 FH (four thousand and eight hundred hours of flight) from the date of delivery of the aircraft.  Inspections may be carried out earlier to adjust to the minimum required interval, if authorized by the Aeronautical Authority with which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due on the engine, together with the latest health monitoring reports, showing that there are no scheduled maintenance or shop visit recommendations in the next 1,920FC and 4,800 FH, from the date of delivery of the aircraft. If there is any shop visit or collection due, the plan for carrying out these tasks must be presented to the maintenance workshop, in order to prove that they will be carried out until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.
4.4.2.1	Aircraft engines MUST not have LLP components with availability less than:  - LLP components with a TLV lower than or equal to 6,000FC (six thousand cycles) must have a minimum of 960 (nine hundred and sixty) cycles available;  The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.2.2	Aircraft engines MUST not have LLP components with availability less than: - LLP components with a TLV from 6,001FC (six thousand and one cycles) to 9,000FC (nine thousand cycles) must have a minimum of 3,840 (three thousand, eight hundred and forty) cycles available; The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.
4.4.2.3	Aircraft engines MUST not have LLP components with availability less than:  - LLP components with TLV from 9,001FC (nine thousand and one cycles) to 12,000FC (twelve thousand cycles) must have a minimum of 6,720 (six thousand, seven hundred and twenty) cycles available;  The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.2.4	Aircraft engines MUST not have LLP components with availability less than: - LLP components with TLV from 12,001FC (twelve thousand and one cycles) to 14,000FC (fourteen thousand cycles) must have a minimum of 7,200 (seven thousand and two hundred) cycles available; The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.
4.4.2.5	Aircraft engines MUST not have LLP components with availability less than:  - LLP components with TLV from 14,001FC (fourteen thousand and one cycles) to 15,000FC (fifteen thousand cycles) must have a minimum of 9,120 (nine thousand one hundred and twenty) cycles available;  The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.2.6	Aircraft engines MUST not have LLP components with availability less than:  - LLP components with TLV from 15,001FC (fifteen thousand and one cycles) to 18,000FC (eighteen thousand cycles) must have a minimum of 12,000 (twelve thousand) cycles available;  The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.
4.4.2.7	Aircraft engines MUST not have LLP components with availability less than: - LLP components with a TLV greater than 18,001FC (eighteen thousand and one cycles) must have a minimum of 14,400 (fourteen thousand and four hundred) cycles available. The component replacement may be brought forward to adjust to the minimum required interval, if authorized by the Aeronautical Authority in which the aircraft is registered.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due for the engine, according to the approved maintenance plan, demonstrating that there are no maintenance tasks due in the specified periods from the date of DELIVERY of the aircraft. If there are components to expire, the component replacement plan must be presented to the maintenance workshop, in order to prove that they will be fulfilled until the date of delivery of the aircraft, and that the engine will have the required interval for the next maintenance as specified.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.3	The aircraft APU MUST NOT have a shop visit or scheduled pick-up required or recommended by health monitoring and/or boroscopy report, as well as any LLP component subject to TLV with exchange scheduled for the next 2,880 FC (two thousand eight hundred and eighty cycles) and 1,200 FH (one thousand and two hundred flight hours), from the date of delivery of the aircraft.	PROPOSAL AND PRESENTATION	Present the record of maintenance performed and due on the APU, together with the latest health monitoring reports, showing that there are no scheduled maintenance or shop visit recommendations in the next 1600 cycles and 4000 FH, from the date of delivery of the aircraft.
4.4.4	The aircraft MUST be delivered with landing gear with a minimum balance of 12 (twelve) months and 480 FC (four hundred and eighty cycles) for the next overhaul.	PROPOSAL AND PRESENTATION	Present the landing gear logbook records with the last restoration performed, and the date of the next review, evidencing compliance with the requirement.
4.4.5	All Hard Time expired components MUST have, as the next limiting factor for maintenance, at least: For items subject to an hour limit, 2,400 FH (two thousand four hundred flight hours); In the event that such Hard Time components have an interval of less than 2,400 FH (two thousand four hundred flight hours), they must have at least 70% (seventy percent) of the remaining useful life.	PRESENTATION	Present a record of the controlled components that prove that they have a useful life equal to or greater than that established in the requirement.

			1
REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.5.1	All Hard Time expired components MUST have, as the next limiting factor for maintenance, at least: For items subject to a cycle limit, 960 FC (nine hundred and sixty cycles); In the event that such Hard Time components have an interval of less than 960 FC (nine hundred and sixty cycles) they must have at least 70% (seventy percent) of the remaining useful life.	PRESENTATION	Present a record of the controlled components that prove that they have a useful life equal to or greater than that established in the requirement.
4.4.5.2	All Hard Time expired components MUST have, as the next limiting factor for maintenance, at least: For items subject to a calendar limit, 24 (twenty-four) month interval. In the event that such Hard Time components have an interval of less than 24 (twenty-four) months, as applicable, they must have at least 70% (seventy percent) of the remaining useful life.	PRESENTATION	Present a record of the controlled components that prove that they have a useful life equal to or greater than that established in the requirement.
4.4.6	Components subject to wear during use, such as brakes and tires, MUST have, at the time of delivery of the aircraft, a maximum of: For brake assemblies, 488 FC (four hundred and eighty cycles);	PRESENTATION	Present a report that proves that the components subject to wear during use, have the use equal to or less than the maximum allowed.
4.4.6.1	Components subject to wear during use, such as brakes and tires, MUST have, at the time of delivery of the aircraft, a maximum of:  For nose landing gear tires, 34 FC (thirty-four cycles);	PRESENTATION	Present a report that proves that the components subject to wear during use, have the use equal to or less than the maximum allowed.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.4.6.2	Components subject to wear during use, such as brakes and tires, MUST have, at the time of delivery of the aircraft, a maximum of: For Main Landing Gear tires, 42 FC (forty-two cycles).	PRESENTATION	Present a report that proves that the components subject to wear during use, have the use equal to or less than the maximum allowed.
4.5.1A	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  A) Airplane Flight Manual (including all applicable supplements);	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1B	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  B) Wiring Diagram Manual;	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1C	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  C) Illustrated Parts Catalogue;	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1D	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  D) Maintenance Manual;	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1E	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  E) System Schematics Manual;	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.1F	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.11	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	F) Wire List and Hookup charts;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.1G	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.10	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	G) Aircraft Operating Manual;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.1H	least the following publications updated in accordance with	PROPOSAL AND PRESENTATION	have the manual.
4.3.111	FAR-25/RBAC-25:		PRESENTATION - Deliver the manual listed
	H) Quick Reference Handbook;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.1I	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.11	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	I) Weight and Balance Manual;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.1J	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.13	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	J) Power Plant Buildup Manual;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
151V	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.1K	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	K) Structural Repair Manual;		during the presentation of the aircraft.

		TIME	
REF	REQUIREMENT	APPROVAL	PROOF OF CONFORMITY SUGGESTED
No.		REQUIREMENT	METHOD
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.11	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.1L	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	L) Engine Maintenance Manual;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.134	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.1M	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	M) Engine Illustrated Parts Manual;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you
4.5.1N	least the following publications updated in accordance with		have the manual.
4.3.11	FAR-25/RBAC-25:		PRESENTATION - Deliver the manual listed
	N) Master Minimum Equipment List;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.10	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.10	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	O) Manufacturer's Maintenance Planning Document;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4.5.1P	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.3.11	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	P) Dispatch Deviation Procedures Guide;		during the presentation of the aircraft.
	The aircraft must have and be delivered accompanied by at		PROPOSAL – Deliver a list stating that you
4510	least the following publications updated in accordance with	PROPOSAL AND	have the manual.
4.5.1Q	FAR-25/RBAC-25:	PRESENTATION	PRESENTATION - Deliver the manual listed
	Q) Manufacturer's Cabin Crew Operating Manual (if applicable);		during the presentation of the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.5.1R	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  R) Passenger Seat Manuals (CMM & IPC);	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1S	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  S) Galley CMM;	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1T	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  T) FCOM (Flight Crew Operating Manual);	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1U	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  U) CCOM (Cabin Crew Operating Manual);	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1V	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  V) APD (Aircraft Performance Data);	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.
4.5.1X	The aircraft must have and be delivered accompanied by at least the following publications updated in accordance with FAR-25/RBAC-25:  X) CDL Master (Configuration Deviation List).	PROPOSAL AND PRESENTATION	PROPOSAL – Deliver a list stating that you have the manual.  PRESENTATION - Deliver the manual listed during the presentation of the aircraft.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
4.5.2	The aircraft must have and be delivered with all the documentation provided for in IS ANAC No. 21-008 Revision B, FAA Advisory Circular AC 21-44A or equivalent standard, accompanied by a record of alert bulletins, service bulletins, service instructions, letters service and airworthiness guidelines applied to the aircraft and its accessories.	PRESENTATION	Presentation of the documentation provided for in IS ANAC No. 21-008 Revision B, superseding, or equivalent standard, accompanied by a record of the alert bulletins, service bulletins, service instructions, service letters and airworthiness guidelines applied to the aircraft and its accessories.
4.5.4	The aircraft must be delivered with all notices on the aircraft to crew and passengers in English or Portuguese.	PROPOSAL AND PRESENTATION	In the PROPOSAL - Declaration of compliance with the requirement with photos of samples of the internal notices of the aircraft. In the PRESENTATION - Visual inspection of receipt to verify compliance.
5.1.1A	The aircraft must have the following valid certificate:  A) Certificate of Airworthiness or equivalent issued by the Aeronautical Authority of the country in which it is registered;	PROPOSAL AND PRESENTATION	Delivery of the specified certificate.
5.1.1B	The aircraft must have the following valid certificate:  B) Certificate of Registration or equivalent issued by the Aeronautical Authority of the country in which it is registered;	PROPOSAL AND PRESENTATION	Delivery of the specified certificate.
5.1.1C	The aircraft must have the following valid certificate:  C) Noise Certificate/Noise Limitation Certificate or equivalent issued by the Aeronautical Authority of the country in which it is registered;	PROPOSAL AND PRESENTATION	Delivery of the specified certificate.
5.1.1D	The aircraft must have the following valid certificate:  D) "Radio Station License" certificate or equivalent issued by the Aeronautical Authority of the country in which it is registered;	PROPOSAL AND PRESENTATION	Delivery of the specified certificate.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD
5.1.1E	The aircraft must have the following valid certificate:  E) "Burn Certification" certificate or equivalent in accordance with FAR 25.8530 for seats, carpets, curtains, cabin surfaces including "in-burn certification" as applicable issued or recognized by the Aeronautical Authority of the country in which it is registered.	PROPOSAL AND PRESENTATION	Delivery of the specified certificate.
5.1.2	The aircraft must have a summary of all Airworthiness Directives (AD) applicable to the aircraft, including the FAA and EASA, necessary and sufficient to operate in the FAA and EUROCONTROL zones, including the following information: - SN of the Aircraft, engine, APU or component; - AD number and expiration date; - Description of the AD; - AD Service Method; - AD reference (eg service bulletin number or engineering documentation); - AD Status (eg Accomplished, N/A); - Initial period and/or interval for AD application (eg months, flight hours, flight cycles); - Last AD performance (eg date, flight hours, flight cycles); - Next interval to perform the AD (eg date, flight hours, flight cycles, remaining interval); - AD observations.	PROPOSAL AND PRESENTATION	Presentation of all AD applicable to the aircraft with the specified information.

REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD	
5.1.3A	The aircraft must have, upon delivery, the certificates that prove its regularity for registration by the new owner, represented by the following certificate:  A) Export Certificate of Airworthiness or equivalent;	PRESENTATION	Delivery of the specified certificate.	
5.1.3B	The aircraft must have, upon delivery, the certificates that prove its regularity for registration by the new owner, represented by the following certificate:  B) Certificate of Deregistration or equivalent.	PRESENTATION	Delivery of the specified certificate.	
5.1.6	The aircraft MUST have a Type Certificate (CT) issued or validated by the Aeronautical Authority with which it is registered. Also, under the responsibility of its Holder, the Supplementary Type Certificates (CST) or major modifications incorporated into the aircraft MUST have been accepted by the Aeronautical Authority with which it is registered, as applicable.	PROPOSAL AND PRESENTATION	Delivery of the specified certificate.	
5.1.7	The aircraft MUST be eligible for the application of a Service Bulletin, approved by the aircraft manufacturer, which includes the installation of a conversion system to perform the REVO mission, including the installation of at least 02 (two) hoses of the system " probe and drogue".	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.	
5.1.8	The aircraft modification to the REVO configuration must exist, have a valid SB or STC, have already been certified by the manufacturer and the relevant regulatory agency, and be recognized by the aircraft type certificate holder.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.	
REF No.	REQUIREMENT	TIME APPROVAL REQUIREMENT	PROOF OF CONFORMITY SUGGESTED METHOD	

5.1.8.1	Modification of the aircraft to the REVO configuration must be capable of being carried out by the aircraft manufacturer or by a maintenance center recognized and certified by it.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
5.1.9	The aircraft modification to the MEDVAC configuration must exist and have already been certified by the manufacturer and/or recognized civil regulatory agency FAA/EASA/ANAC.	PROPOSAL AND PRESENTATION	Present the aircraft registration, proving that the aircraft is of the AIRBUS A330-200 model, MSN later than the 555, has a Rolls-Royce or General Electric engine, and is not MSN 567, 584, 597, 627, 635, 657 and 660.
5.1.13	Electronic copies of all publications required for certification or validation of aircraft certification applicable to aircraft, component engines MUST be provided to the COMAER Certification Organization for the purpose of supporting service difficulties.	PRESENTATION	The publications must be delivered to the CONTRACTING PARTY's agent when the aircraft is presented.

#### **6 FINAL CONSIDERATIONS ABOUT THE AIRCRAFT REQUIREMENTS**

- 6.1.1 In case of doubt about the content of the requirements or the way of proving them, the procedures foreseen in the public notice must be followed.
- 6.1.2 THE PROOF OF CONFORMITY SUGGESTED METHOD does not replace the responsibility of the BIDDER to meet the requested requirement.
- 6.1.3 Failure to comply with the requirements implies disqualification of the bidding process, as provided for in the INVITATION FOR BID and its related documentation.

#### **7 FORMULATION**

The preparation of this Annex to the Basic Project (BP) was based on the current legislation, aiming to list all the necessary elements to achieve the Public Administration's objective of acquiring the object of this BP in compliance with ROP EMAER 118.

PREPARED BY:	São Paulo, according to digital signature.
	SAMUEL DE SOUZA CIQUEIRA LT COL AV Assistant to the Project Manager KC-X3



# MINISTRY OF DEFENSE

# AERONAUTICAL COMMAND AERONAUTICAL LOGISTICS CENTER

# ANNEX 02 TO BASIC PROJECT Nº 01/CELOG/2022

PAG n° 67101.003320/2020-14



# AIRCRAFT DELIVERY AND ACCEPTANCE PROCEDURES

**Review 1** 

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#### **II - DESCRIPTION**

#### 1 PURPOPSE

1.1.1 The purpose of this Annex is to present the set of necessary and sufficient elements, with an adequate level of precision so that the CONTRACTED PARTY can verify the procedures for the presentation, delivery and receipt of the AIRCRAFT to be supplied.

#### 1.2 **DEFINITIONS**

1.2.1 The definitions established in the Basic Project shall be observed and used in order to describe the content in this Annex.

#### 2 SUMMARY OF THE OBJECT

2.1.1 The acquisition of 02 (two) A330-200 "green" model aircraft compatible with conversion into the A330 MRTT in-flight refueling version, with a manufacturing date after January 1, 2014.

# 3 GENERAL CONSIDERATIONS ABOUT THE DELIVERY AND RECEIPT OF THE AIRCRAFT

- 3.1.1 The procedures for the presentation, delivery and receipt of aircraft aim to establish the analysis methodology that will be used by COMAER to verify the conformity of the delivered aircraft with the contracting requirements.
- 3.1.2 The CONTRACTED PARTY's aircraft specifications and responsibilities are specified in the Basic Project, Contract and Public Notice, as made available to the BIDDER.
- 3.1.3 The activities required for delivery of the aircraft are:
- 3.1.3.1 Aircraft preparation;
- 3.1.3.2 Aircraft presentation;
- 3.1.3.3 Provisional receipt of the aircraft;
- 3.1.3.4 Transfer to the airport of SBGL (GIG);
- 3.1.3.5 Final Receipt of the aircraft.

#### 4 AIRCRAFT PREPARATION

#### 4.1 ACTIVITIES AFTER SIGNING THE CONTRACT

- 4.1.1 After signing the CONTRACT, the following activities will be carried out by the CONTRACTING PARTY:
- 4.1.1.1 Issuance of the O.S.;
- 4.1.1.2 Delivery of aircraft painting details;
- 4.1.1.3 Delivery of COMAER certification standards.
- 4.1.2 After that, the CONTRACTED PARTY shall:
- 4.1.2.1 Inform the place of delivery of the aircraft;

- 4.1.2.2 Prepare the aircraft for delivery;
- 4.1.2.3 Arrange the deregistration of the aircraft with the aeronautical authority to which the aircraft is registered.
- 4.1.2.4 Provide documentation for the aircraft's FAB (Brazilian Air Force) registration.

#### 4.2 ISSUANCE OF THE CONTRACT'S O.S.

4.2.1 Once the Contract is signed, the CONTRACTED PARTY shall provide the Contract / Financial Guarantee. After the delivery of the Financial Guarantee document, a Purchase Order (P.O./O.S.) will be issued in order to start the contractual activities and respective deadlines.

#### 4.3 DELIVERY OF THE AIRCRAFT PAINTING DETAILS

4.3.1 The specifications of this painting will be delivered to the CONTRACTED PARTY after signing the CONTRACT. The aircraft must be delivered with the gray paint and the Brazilian Air Force (FAB) marks, in accordance with the provisions of the Technical Order of the Air Force Command (OTCA) on the aircraft paint.

#### 4.4 COMAER'S CERTIFICATION NORMS DELIVERY

- 4.4.1 The aircraft and their systems provided for in this bidding process MUST undergo a certification or certification validation process, as applicable, to verify their compliance with the established requirements, in accordance with the requirements contained in DCA 800-2 "Assurance of Quality and Safety of Systems and Products in COMAER" and in ICA 57-21 "Regulation of Military Airworthiness Procedures for Certification of Aeronautical Product".
- 4.4.2 Such procedures are necessary so that the aircraft can, after the end of acceptance procedure, receive the registration for operation in COMAER. During this period, interactions between the CONTRACTING PARTY and the CONTRACTED PARTY will be necessary in order to carry out the military certification of the aircraft with COMAER.
- 4.4.3 During this period, the CONTRACTED PARTY shall present the required documentation and request from the CONTRACTING PARTY the certification or validation of the certification, as applicable, of the aircraft and its systems with COMAER, in accordance with the guidelines and instructions contained in DCA 800-2 and ICA 57-21, for issuing the CAI Initial Airworthiness Certificate. At this time, the CT and CST of the aircraft must also be submitted for purposes of evaluation and certification or validation or acceptance.
- 4.4.4 Therefore, the CONTRACTED PARTY MUST present all the technical documentation required by the CONTRACTING PARTY necessary for the issuance of the CAI, in addition to providing the means to carry out a physical inspection of the aircraft and its documentation. In addition, all applicable Airworthiness Directives must be implemented on the aircraft, engines and components.
- 4.4.5 In addition, all documents necessary to ensure the configuration control and airworthiness of the aircraft for acceptance/approval purposes must be presented. Therefore, electronic copies of all publications required for certification or validation of aircraft certification applicable to aircraft, engines and components MUST be provided to the CONTRACTOR / CONTRACTED PARTY, for the purpose of addressing difficulties when in service.

#### 4.5 AIRCRAFT DELIVERY PLACE DEFINITION

- 4.5.1 As provided for in the Basic Project (BP), the aircraft must be delivered to an airport, which has a maintenance center certified to service the aircraft object of this bidding, located in the United States of America.
- 4.5.2 Such possibility aims to allow the BIDDER to obtain, in accordance with its operating structure, the least onerous option for the preparation and presentation of the aircraft to COMAER. The determination of a location by COMAER, in the absence of the BIDDER, would oblige it to sign a contract with a third party, removing the competitive nature of this bidding process.
- 4.5.3 The maintenance center chosen by the BIDDER shall provide all the necessary support for the visual and dynamic inspection of the aircraft, including physical space, tooling, qualified technicians, EAS and, if necessary, carry out the maintenance actions required to correct discrepancies possibly found on the aircraft.
- 4.5.4 The location chosen by the BIDDER must be informed, at a maximum of 60 (sixty) days previously of the scheduled date for the presentation of the aircraft. Such period is necessary so that the CONTRACTING PARTY can schedule the displacement of its team to carry out the provisional acceptance of the aircraft.

#### 4.6 AIRCRAFT PREPARATION FOR THE DELIVERY

- 4.6.1 The aircraft must be prepared in order to be delivered in accordance with the requirements contained in the Basic Project, Contract Draft and Public Notice.
- 4.6.2 Among the CONTRACTOR's obligations to prepare the aircraft, it has to keep the aircraft with maintenance up to date, and still within the limits of FC and FH provided for in this Basic Project.
- 4.6.3 In addition, it is noted that the aircraft must be painted in accordance with the specifications provided by the CONTRACTING PARTY after signing the CONTRACT.
- 4.6.4 If the aircraft is registered with an Aeronautical Authority other than ANAC, the CONTRACTED PARTY shall provide an Export Airworthiness Certificate for the delivery of the aircraft.

#### 4.7 AIRCRAFT DEREGISTRATION

4.7.1 The CONTRACTERD PARTY shall arrange for the deregistration of the aircraft with the Aeronautical Authority in which it is registered. Such procedure must be coordinated with the CONTRACTING PARTY, so that it occurs simultaneously with the issuance of the CAI by the COMAER. The registration change must occur during the Acceptance of the aircraft.

#### 4.8 AIRCRAFT MILITARY REGISTRATION

4.8.1 As explained in item 4.4, the CONTRACTED PARTY shall provide the documentation for the CAI to be issued by the COMAER, so that the aircraft can continue in operation after its deregistration.

#### 5 AIRCRAFT PRESENTATION

- 5.1.1 The CONTRACTED PARTY shall present the aircraft in accordance with the requirements contained in the Basic Project, Contract Draft and Public Notice, so that it can be provisionally accepted.
- 5.1.2 Reasons that prevent the presentation of the aircraft on the date informed by the CONTRACTED PARTY must be given in advance, as early as possible, with the minimum acceptable timeframe being of 15 (fifteen) days before the scheduled date. Costs for the CONTRACTING PARTY with displacement of personnel and accommodation, due to delays in the presentation of the aircraft by the CONTRACTED PARTY, will be the responsibility of the CONTRACTED PARTY.
- 5.1.3 The presentation of the first aircraft must occur within 90 days (ninety) days from the date of issuance of the service order.
- 5.1.4 The presentation of the second aircraft must occur within 150 days (one hundred and fifty) days from the date of issuance of the service order.

#### 6 AIRCRAFT PROVISIONAL ACCEPTANCE

#### 6.1 PROVISIONAL ACCEPTANCE SPECIFIC TASKS

- 6.1.1 The provisional acceptance is the activity that allows the verification of materials for their acceptance, after the qualitative and quantitative examinations, as stipulated in the legislation. It results in the provisional acceptance or rejection of the contracted object for immediate use and inclusion in the administration's assets. The provisional acceptance does not exclude the contractor's civil liability for the security and guarantee of the delivered good.
- 6.1.2 The tasks for performing the provisional acceptance of the aircraft must be performed in order to provide the CONTRACTING PARTY with all the conditions and information necessary to certify that the aircraft is in compliance with the requirements and data provided in the BIDDER's proposal, including, but not limited to, observing the steps listed below:
- 6.1.2.1 Functional verification;
- 6.1.2.2 Operational verification.
- 6.1.3 Provisional receipt must occur within 21 (twenty-one) days.

#### **6.2 FUNCTIONAL VERIFICATION**

- 6.2.1 Functional verification consists of verifying the state and operation of a system, larger assembly or component made in its operating environment, verifying that its function is performed within established limits and, if necessary, using EAS to measure certain parameters. Techniques of visual inspections, non-destructive structural inspections, physical inspections and check of the aircraft systems on the ground are employed in this verification.
- 6.2.2 It may be necessary, at this stage, to open access, use EAS to inspect the aircraft and its components, as well as verify the integrity and serials of the components installed on the aircraft.
- 6.2.3 The functional verification will be conducted by the COMREC, and performed by personnel with technical knowledge in the operation and maintenance of the aircraft. The CONTRACTING PARTY's representatives must be accompanied by the CONTRACTED PARTY's representatives.

#### 6.3 OPERATIONAL VERIFICATION

- 6.3.1 Operational verification consists of checking the operation of a system or accessory made in its operating environment, determining if it is fulfilling its intended purpose and if it is possible to use it.
- 6.3.2 In this phase, the engines will be powered and the receiving flight will be performed, in order to evaluate the operation of the various systems of the aircraft. The receiving flight must have a maximum of 03:00HV (three flight hours).
- 6.3.3 The operational verification will be conducted by the COMREC, and carried out by personnel qualified in the operation of the aircraft. The CONTRACTING PARTY's representatives must be accompanied by the CONTRACTED PARTY's representatives.

#### 6.4 GENERAL CONSIDERATIONS ON THE PROVISIONAL ACCEPTANCE

- 6.4.1 The aircraft must be available for access by the CONTRACTING PARTY during the entire period of provisional acceptance.
- 6.4.2 All documentation contained in the requirements must be made available, in original format, with the aircraft.
- 6.4.3 The aircraft must be equipped with all the accessories provided for in the Basic Project requirements, as well as all those required by Aeronautical Authority regulations.
- 6.4.4 The flight must be accompanied by a pilot of the BIDDER, with a minimum qualification of aircraft instructor, who must occupy the right seat of the aircraft
- 6.4.5 There will be a card specifying the sequence and maneuvers that will be performed on the acceptance flight, which will be presented by the CONTRACTING PARTY at the beginning of the acceptance of the aircraft. The entire flight will be carried out within the operating envelope of the AFM, and will aim to evaluate the operation of the aircraft's various systems.
- 6.4.6 All costs and authorizations necessary to carry out the flight, including, but not limited to, hangar, handling, fuel and ground support for carrying out the acceptance flight must be provided and borne by the CONTRACTOR, as required by the AFM and by the legislation in force.
- 6.4.7 The aircraft must have insurance covering the flight, including crew, hull and engines.
- 6.4.8 If the aircraft is defective or does not meet the requirements set out in the acceptance card, the flight must be redone, after the CONTRACTOR has fixed the faults detected.
- 6.4.9 The aircraft must have all maintenance records up to date throughout the period of provisional acceptance.
- 6.4.10 The CONTRACTOR must provide a room that accommodates the entire CONTRACTING PARTY's team and has a structure of tables, chairs, air conditioning, internet and telephone for use by the CONTRACTING PARTY's team, at the airport where the aircraft is presented.
- 6.4.11 The CONTRACTED PARTY shall provide for the correction of all discrepancies pointed out by COMREC during the delivery of the aircraft.
- 6.4.12 If any discrepancy cannot be made during the period of receipt of the aircraft, the CONTRACTED PARTY may propose to the CONTRACTING PARTY that this discrepancy be corrected during the term of the contract.

- 6.4.12.1 Future corrections of failures that occur with the aircraft during delivery may be accepted, as long as they do not prevent the performance of flights for acceptance and transferring the aircraft.
- 6.4.12.2 Future corrections of discrepancies that are related to the airworthiness of the aircraft, with the requirements contained in this BP or that affect flight safety will not be accepted.
- 6.4.12.3 The discrepancies intended to be corrected in the future by the CONTRACTED PARTY must be formally presented, through a formal document that establishes a deadline for the correction of the discrepancies.
- 6.4.12.4 The CONTRACTING PARTY will evaluate the possibility and convenience of accepting or rejecting the commitment to resolve the discrepancy in the future, and must formally respond to the CONTRACTED PARTY's request.
- 6.4.12.5 The use of e-mails between the CONTRACTING PARTY's and the CONTRACTED PARTY's agents will be accepted as a formal document for communication during the acceptance of the aircraft.
- 6.4.13 The CONTRACTED PARTY shall provide other documents deemed necessary by the COMREC for analysis, if necessary to assess the aircraft's compliance with the requirements and the offer, if formally requested by the CONTRACTING PARTY.

#### 7 AIRCRAFT TRANSFER

- 7.1.1 At the end of the provisional acceptance, the aircraft must be transferred to the SBGL airport (GIG) to carry out the definitive acceptance of the aircraft. This flight will be considered part of the activities of the final acceptance, and will be manned by both the CONTRACTED PARTY and CONTRACTING PARTY.
- 7.1.2 The entire flight will be carried out within the operating envelope provided in the AFM, and will aim to evaluate the behavior and performance of the aircraft in cruise flight.
- 7.1.3 The flight must have as few stopovers as possible between the airport where the aircraft was presented and the airport of SBGL(GIG).
- 7.1.4 All costs and authorizations necessary for the flight, including, but not limited to, hangar, handling, fuel and ground support for the transfer flight must be provided and borne by the CONTRACTED PARTY, as required by the AFM and by the legislation in force.
- 7.1.5 The aircraft must have insurance covering the flight, including crew, hull and engines.
- 7.1.6 The aircraft must have a Certificate of Airworthiness for export if its registration is under certification by an international body (FAA; EASA or similar non-Brazilian aeronautical authority).
- 7.1.7 The CONTRACTING PARTY will be responsible for customs clearance costs and procedures upon arrival in Brazilian territory.

#### 8 AIRCRAFT FINAL ACCEPTANCE

#### 8.1 AIRCRAFT FINAL ACCEPTANCE SPECIFIC TASKS

- 8.1.1 The final acceptance is the activity that allows the verification of materials for their acceptance, after the qualitative and quantitative examinations, as stipulated in the legislation. It results in the definitive acceptance or rejection of the contracted object for immediate use and inclusion in the administration's assets. The final receipt does not exclude the contractor's civil liability for the security and guarantee of the delivered good.
- 8.1.2 The tasks for performing the final acceptance of the aircraft must be performed in order to provide the CONTRACTING PARTY with all the conditions and information necessary to certify that the aircraft is in compliance with the requirements and data provided in the BIDDER's proposal, including, but not limited to, observing the steps listed below:
- 8.1.2.1 Functional verification;
- 8.1.2.2 Operational verification.
- 8.1.3 The final receipt must occur within 21 (twenty-one) days.

#### **8.2** FUNCTIONAL VERIFICATION

- 8.2.1 The functional verification consists of verifying the state and operation of a system, larger assembly or component made in its operating environment, verifying that its function is performed within established limits and, if necessary, using EAS to measure certain parameters. Techniques of visual inspections, non-destructive structural inspections, physical inspections and check of the aircraft systems on the ground are employed in this verification.
- 8.2.2 It may be necessary, at this stage, to open access, use EAS to inspect the aircraft and its components, as well as verify the integrity and serials of the components installed on the aircraft.
- 8.2.3 The functional verification will be conducted by the COMREC, and performed by personnel with technical knowledge in the operation and maintenance of the aircraft. The CONTRACTING PARTY's representatives must be accompanied by the CONTRACTED PARTY's representatives.

#### 8.3 OPERATIONAL VERIFICATION

- 8.3.1 The operational verification consists of checking the operation of a system or accessory made in its operating environment, determining if it is fulfilling the intended purpose and if it is possible to be used.
- 8.3.2 In this phase, the engines will be powered and the receiving flight will be performed, in order to evaluate the operation of the various systems of the aircraft. Initially, the execution of a acceptance flight is not foreseen at this stage. If necessary, due to clarification of a point not seen on previous flights, this must be done according to the flight during the provisional receipt.
- 8.3.3 The operational verification will be conducted by the COMREC, and carried out by personnel qualified in the operation of the aircraft. The CONTRACTING PARTY's representatives must be accompanied by the CONTRACTED PARTY's representatives.

#### 8.4 GENERAL CONSIDERATIONS ABOUT THE FINAL ACCEPTANCE

- 8.4.1 The aircraft, which will be at a military airport, must be available for the CONTRACTED PARTY access during the entire period of final acceptance.
- 8.4.2 All documentation contained in the requirements must be made available, in original format, with the aircraft.
- 8.4.3 The aircraft must be equipped with all the accessories provided for in the Basic Project requirements, as well as all those required by the Aeronautical Authority's regulations.
- 8.4.4 All costs and authorizations necessary to carry out the flight, if necessary, including, but not limited to, hangarage, handling, fuel and ground support for carrying out the receiving flight shall be provided and borne by the CONTRACTING PARTY, as required by the AFM and by the legislation in force.
- 8.4.5 The aircraft must have insurance covering the hull and engines, borne by the CONTRACTED PARTY, until the end of the final acceptance.
- 8.4.6 The aircraft must have all maintenance records up to date throughout the period of final acceptance.
- 8.4.7 The CONTRACTING PARTY must provide a room that accommodates the entire CONTRACTED PARTY's team and has a structure of tables, chairs, air conditioning, internet and telephone for use by the CONTRACTED PARTY's team, in a hangar at BAGL.
- 8.4.8 The CONTRACTED PARTY shall provide for the correction of all discrepancies pointed out by COMREC during the acceptance of the aircraft.
- 8.4.9 If any discrepancy cannot be made during the period of acceptance of the aircraft, the CONTRACTED PARTY may propose to the CONTRACTING PARTY that this discrepancy be corrected during the term of the contract.
- 8.4.9.1 Future corrections of discrepancies that are related to the airworthiness of the aircraft, with the requirements contained in this BP or that affect flight safety will not be accepted.
- 8.4.9.2 The discrepancies intended to be corrected in the future by the CONTRACTED PARTY must be formally presented, through a formal document that establishes a deadline for the correction of the same.
- 8.4.9.3 The CONTRACTING PARTY will assess the possibility and convenience of accepting or rejecting the commitment to resolve the discrepancy in the future, and must formally respond to the CONTRACTED PARTY's request.
- 8.4.9.4 The use of e-mails between the CONTRACTING PARTY's and CONTRACTED PARTY's representatives will be accepted as a formal document for communication during the acceptance of the aircraft.
- 8.4.10 The CONTRACTED PARTY shall have means of providing the correction of discrepancies in the aircraft that may be identified in the final acceptance. In case of the need to transfer the aircraft to correct discrepancies, this must be done by the CONTRACTED PARTY's crew, at its expense, and accompanied by a team of 05 (five) technicians from the CONTRACTING PARTY. The expenses for accommodation, transfers and meals of this team will be the responsibility of the CONTRACTED PARTY, until the return of the aircraft.
- 8.4.11 The CONTRACTED PARTY shall provide other documents deemed necessary by the COMREC for analysis, if necessary to assess the aircraft's compliance with the requirements and the offer, if formally requested by the CONTRACTING PARTY.

# 9 TERMS AND DEADLINES ASSOCIATED WITH THE EXECUTION OF THE AIRCRAFT ACCEPTANCE

- 9.1.1 A period of 90 (ninety) days for the CONTRACTED PARTY to present the first aircraft for receipt by the CONTRACTING PARTY.
- 9.1.2 A period of 150 (one hundred and fifty) days for the CONTRACTED PARTY to present the second aircraft for receipt by the CONTRACTING PARTY.
- 9.1.2.1 The counting of these deadlines begins with the issuance of the O.S.
- 9.1.3 A period of 21 (twenty-one) days to carry out the provisional acceptance of the aircraft.
- 9.1.3.1 The counting of this period starts with the presentation of the aircraft.
- 9.1.4 A period of 3 (three) days to carry out the transfer of the aircraft.
- 9.1.4.1 The counting of this period starts at the end of the provisional acceptance.
- 9.1.5 A period of 21 (twenty-one) days to carry out the definitive acceptance of the aircraft.
- 9.1.5.1 The counting of this period starts at the end of the transfer.

#### 10 REPORTS RELATED TO THE AIRCRAFT ACCEPTANCE

10.1.1 The CONTRACTING PARTY must prepare the Provisional Acceptance Certificate and the Definitive/Final Acceptance Certificate relating to the acceptance of each aircraft. The issuance of these Terms signals the termination of provisional and definitive acceptance activities.

#### 11 CONTRACT IMR

11.1.1 The IMR of the CONTRACT will be the compliance with the deadlines related to the presentation of the aircraft.

#### 12 OMITTED CASES

12.1.1 In the event of an occurrence not stablished or foreseen in the Basic Project (BP), in the Contract or in the Invitation for Bid (IFB) during the presentation, delivery and/or the receipt of the aircraft, the parties must interact, through their agents, to find a solution based on the principles of the legislation that governs public contracts.

### 13 FORMULATION

The preparation of this Annex to the Basic Project (BP) was based on the current legislation, aiming to list all the necessary elements to achieve the Federal Administration's objective of acquiring the object of this BP in compliance with ROP EMAER 118.

São Paulo, according to digital signature.

PREPARED BY:





# MINISTRY OF DEFENSE

# AERONAUTICAL COMMAND AERONAUTICAL LOGISTICS CENTER

# ANNEX 03 TO BASIC PROJECT Nº 01/CELOG/2022

PAG n° 67101.003320/2020-14



## PHYSICAL-FINANCIAL SCHEDULE

**Review 1** 

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#### **II - DESCRIPTION**

#### 1 PURPOSE

1.1.1 The purpose of this Annex is to present the PHYSICAL-FINANCIAL SCHEDULE of the CONTRACT.

#### 1.2 <u>DEFINITIONS</u>

1.2.1 The defintions established in the body of the Basic Project (BP) must be observed and used for this ANNEX.

#### 2 <u>SUMMARY OF THE OBJECT</u>

2.1.1 The acquisition of 02 (two) A330-200 "green" model aircraft compatible with conversion into the A330 MRTT in-flight refueling version, with a manufacturing date after January 1, 2014.

#### 3 GENERAL OBSERVATIONS ABOUT PAYMENTS

- 3.1.1 The CONTRACT ITEM will be paid in 02 (two) installments. Each installment will be paid within 30 (thirty) calendar days after the end of the final acceptance of each aircraft.
- 3.1.2 The first installment will be related to the value of the first aircraft delivered, and will have a maximum value of 50% (fifty) percent of the total value of the CONTRACT. The second installment will have the complementary value of the total value of the contract.

#### 4 PRICE ESTIMATION AND REFERENE PRICE

- 4.1.1 The estimated cost of the contract is the one provided in the maximum acceptable value, contained in item 1 OBJECT of the Basic Project, of US\$ 80,628,800.00 (eighty million, six hundred and twenty-eight thousand, eight hundred dollars).
- 4.1.2 This value has been obtained as described in the Reference Value Report Revision 1 of the Basic Project no 01/CELOG/2022, Annex 4 of the Basic Project (BP).

#### 5 PHYSICAL-FINANCIAL SCHEDULE

- 5.1.1 The CONTRACT provides that the presentation of the aircraft must be carried out within a maximum of 90 (ninety) and 150 (one hundred and fifty) days after the signature of the contract.
- 5.1.2 The first aircraft must be presented for delivery within 90 (ninety) days, when the provisional acceptance will begin, followed by the transfer and definitive acceptance. At the end of the final acceptance, the Final Acceptance Report will be issued, and at this time the CONTRACTED PARTY shall issue the Invoice for payment of the installment related to this aircraft. Upon receipt of the Invoice, the CONTRACTING PARTY will have a maximum of 30 (thirty) days to make the payment of the stage, counting from the delivery of the Invoice from the CONTRACTED PARTY to the CONTRACTING PARTY.

5.1.3 The second aircraft must be presented for delivery within 150 (one hundred and fifty) days, when the provisional acceptance will begin, followed by the transfer and definitive acceptance. At the end of the final acceptance, the Final Acceptance Report will be issued, and at this time the CONTRACTED PARTY shall issue the Invoice for payment of the installment related to this aircraft. Upon receipt of the Invoice, the CONTRACTING PARTY will have a maximum of 30 (thirty) days to make the payment of the stage, counting from the delivery of the Invoice from the CONTRACTED PARTY to the CONTRACTING PARTY.

5.1.4 Maximum estimated values for the contract (amounts in USD):

ITEM	DESCRIPTION / SPECS	QT	VALUE (US\$)	TERM FOR CONTRACT EXECUTION	TERM FOR PAYMENT
1	AIRCRAFT MODEL A330-200, MANUFACTURED ON A DATE AFTER JANUARY 01, 2014 COMPATIBLE WITH CONVERSION TO MILITARY FLIGHT REFUELING VERSION A330 MRTT.	01	5.1.5 Anv 1 – MAXIMUM 50% OF THE CONTRACT VALUE.	D + 90 days	TRD + 30 days
		01	Anv 2 – SUPPLEMENT OF THE CONTRACT VALUE.	D + 150 days	TRD + 30 days
	TOTAL	02	BEST OFFER VALUE	-	-

Reference:

D – Contract Signing Day;

TRD – Final Receipt Date for each aircraft.

*Table 1 – Physical-Financial Schedule* 

5.1.6 As shown in Table 1, ITEM 1 corresponds to the two aircraft, which will be supplied separately, and each one corresponds to ONE portion of the overall value of the CONTRACT.

### 6 <u>FORMULATION</u>

This Annex to the Basic Project (BP) has been formulated based on the current legislation, aiming to list all the necessary elements to achieve the Brazilian Federal Administration's objective of acquiring the object of this BP in compliance with ROP EMAER 118.

PREPARED BY:	São Paulo, acording to digital signature

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