



MINISTRY OF DEFENSE
AIR FORCE COMMAND
AERONAUTICAL LOGISTICS CENTER

Basic Project No. 001 /STRL/2022

1. OBJECT

1.1. Acquisition of loader equipment, Type I and Type II, compatible with KC-X3 project, KC-390, C-130, and C-105 aircrafts, intended for Brazilian Air Force logistic transport activities, according to conditions, quantities and requirements established in this instrument:

ITEM	DESCRIPTION/ SPECIFICATION	UNIT OF MEASURE MENT	QTY	TOTAL AMOUNT (USD)
1	TRANSPORTER LOADER - description Type I	UNITY	02	\$1,130,086.00
two	TRANSPORTER LOADER - Type II description	UNITY	08	\$ 2,243,258.64

1.2. The technical requirements and specifications of the loaders can be found in the Technical Specifications - Annex I and Annex II.

1.3. 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, § 1º, of the Brazilian Federal Law nº 8.666/93.

2. JUSTIFICATION AND PURPOSE OF THIS CONTRACTING

2.1. The Justification and purpose of the contract are detailed in the Specific Topic of the Preliminary Technical Study, an appendix of this Basic Project.

3. SOLUTION DESCRIPTION

1.1. The description of the solution as a whole is detailed in the Specific topic of the Preliminary Technical Studies. The detailed description of the solution purposed is described in the Technical Specifications, ANNEX I and ANNEX II.

4. CLASSIFICATION OF COMMON GOODS AND SUPPLIER SELECTION FORM

4.1. The nature of the contracted object is a common good under the terms of the sole paragraph of Art. 1st of the Brazilian Law nº 10,520 of July 17, 2002, to be contracted through a bidding, in the Bidding Process modality and according with the lowest price bidding supplier selection form.

- 4.2. 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 personal relationship and/or direct subordination.

5. SUSTAINABILITY CRITERIA

- 5.1. Sustainability criteria do not apply to this bidding process, as stated in the National Guide to Sustainable Contracts, available at the Brazilian General Attorney's Office website. The aforementioned Guide states that vehicles that make up the fleet of the Armed Forces, those representing the holders of the Powers of the Union, States, the Federal District, and Municipalities, and, according to the regulation, those destined for the provision of public services in border strips and localities with no supply of renewable fuels are not subject to such clause.

6. DELIVERY AND OBJECT ACCEPTANCE CRITERIA.

- 6.1. The contracted party will be responsible for the entire process of exporting and transporting to Brazil, INCOTERMS 2020 DAP, and the Brazilian Air Force – FAB will only be responsible for the customs clearance process.
- 6.2. The delivery deadlines of the goods will be according to the schedule below, counted from the date of signature of the contract, at the following address: Porto de Itaguaí (Estrada Humberto Pedro Francisco - Ilha da Madeira, Itaguaí - RJ)
- 6.1. 1. Type I Loader:
- D + 150 calendar days: 01 unit
 - D + 210 calendar days: 01 unit
- 6.1.2. Type II Loader:
- D + 150 calendar days: 02 units
 - D + 180 calendar days: 02 units
 - D + 210 calendar days: 02 units
 - D + 240 calendar days: 02 units
- 6.3. The goods will be provisionally received within 10 (ten) days, by the designated responsible for monitoring and inspecting the contract, for subsequent verification of their compliance with the specifications contained in this Basic Project and the proposal.
- 6.4. The goods may be rejected, in whole or in part, when in disagreement with the specifications contained in this Basic Project and the proposal, and must be repaired or replaced within 90 (ninety) days, counting from the contractor's notification, at its expense, without prejudice to the application of penalties.
- 6.5. The goods will be definitively received within 30 (thirty) days, counted from the provisional receipt, after checking the quality and quantity of the material and consequent acceptance through a detailed term to be provided by a specific designated commission named COMREC.
- 6.5.1. If 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 mentioned period expires.
- 6.6. The provisional or definitive receipt of the object does not exclude the responsibility of the contractor for the damages resulting from the incorrect execution of the contract.

7. OBLIGATIONS OF THE CONTRACTING PARTY

7.1. The Contractor's obligations are:

- 7.1.1. To receive the object in accordance with the terms and conditions established in the Invitation for Bid and its annexes;
 - 7.1.2. To thoroughly check, within the established period, the conformity of the goods provisionally received with the specifications contained in the Public Notice and the proposal, for acceptance and final receipt;
 - 7.1.3. To communicate to the CONTRACTED PARTY, in writing, about imperfections, failures, or irregularities verified in the supplied object, so that it can be replaced, repaired, or corrected;
 - 7.1.4. To monitor and supervise the performance of the CONTRACTED PARTY's obligations, through a specific designated commission/server;
 - 7.1.5. To make the payment to the CONTRACTED PARTY in the amount corresponding to the supply of the object, within the term and form established in the Notice and its annexes;
 - 7.1.6. To require the fulfillment of all obligations assumed by the CONTRACTED PARTY, under the contractual clauses.
 - 7.1.7. To provide, in writing, the information necessary for the supply under the contract.
 - 7.1.8. To designate, in an Internal Bulletin, the Contract Inspector and COMREC, which will be composed of at least 3 (three) members.
 - 7.1.9. To provide the CONTRACTED PARTY with the nominal list of the inspector and COMREC members, notifying the company whenever there are replacements.
 - 7.1.10. The CONTRACTING PARTY shall ensure access by the CONTRACTED PARTY's representatives, to execute the contract, to the facilities involved with the final receipt of the object, and the CONTRACTED PARTY must observe the safety standards and any rules for reimbursement of expenses in the respective locations, if necessary.
 - 7.1.11. Review the contracted values if the CONTRACTED PARTY starts to benefit from the Brazilian Special Taxation Regime for the Defense Industry (RETID), if applicable to the supply of the object of the contract.
 - 7.1.12. Not to commit acts of interference in the CONTRACTED PARTY's administration, such as:
 - 7.1.12.1. Exercise 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 and support to the user.
 - 7.1.12.2. Direct the hiring of people to work in the CONTRACTED PARTY's company.
 - 7.1.12.3. Consider the CONTRACTED PARTY's workers as occasional collaborators of the body or entity responsible for the hiring, especially to grant per diems and tickets.
- 7.2. The Administration will not be liable for any commitments assumed by the CONTRACTED PARTY's with third parties, even if linked to the performance of the contract, as well as for any damage caused to third parties as a result of the act of the Contractor, its employees, agents or subordinates.

8. CONTRACTED PARTY'S OBLIGATIONS

- 8.1. The CONTRACTED PARTY must comply with all the obligations contained in the Invitation for Bid, its annexes, and its proposal, assuming exclusively the risks and expenses arising from the perfect execution of the object and also:
- 8.1.1. To carry out the delivery of the object in perfect condition, according to the specifications, deadline, and location contained in this Basic Project and its annexes.
 - 8.1.2. To present the respective invoice after the end of the final receipt of the object.
 - 8.1.3. To be responsible for defects and damages arising from the object, per articles 12, 13, and 17 to 27 of the Consumer Protection Code (Law No. 8078, of 1990) and the requirements contained in item 15 of the Contractual Warranty of the Goods.
 - 8.1.4. To replace, repair, or correct, at your expense, within the period set out in this Basic Project, the object with malfunctions or defects.
 - 8.1.5. To notify the CONTRACTING PARTY, within a maximum period of 15 (fifteen) days before the delivery date, of the reasons that make it impossible to comply with the stipulated period, with due evidence.
 - 8.1.6. To maintain, throughout the performance of the contract, in compliance with the obligations assumed, all the qualification and qualification conditions required in the Notice and its annexes.
 - 8.1.7. To indicate an agent to represent it during the execution of the contract.
 - 8.1.8. To carry out the delivery of the object 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 providing and using the materials and equipment, tools, and utensils necessary for the execution of the object.
 - 8.1.9. To be responsible for any damages caused to the Federal Government or 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 IFB or its annexes, or from the payments due to the CONTRACTED PARTY, the amount corresponding to the damage suffered.
 - 8.1.10. To prohibit the use, in the execution of the object, 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 body, according to article 7 of Decree No. 7.203, of 2010.
 - 8.1.11. To notify the Contract Inspector, within 24 (twenty-four) hours, of any abnormal occurrence or accident that occurs at the place of delivery and receipt of the object.
 - 8.1.12. 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.
 - 8.1.13. To paralyze, by determination of the CONTRACTING PARTY, any activity that is not being carried out by good technique or that jeopardizes the safety of people or property of third parties.
 - 8.1.14. To promote the safekeeping, maintenance, and surveillance of materials, tools, and everything necessary for the supply of the object, during the procedures of delivery and receipt of the object.
 - 8.1.15. To conduct the delivery of the object in strict compliance with the rules of the relevant legislation, complying with the determinations of the Public Authorities, and always keeping the place of delivery clean and in the best conditions of safety, hygiene, and discipline.

- 8.1.16. Not to allow the use of any work by those under sixteen years of age, except as an apprentice for those over fourteen years of age; nor allow the use of the work of a minor under eighteen years of age in night work, dangerous or unhealthy, on Brazilian soil.
- 8.1.17. To keep confidential all information obtained as a result of the performance of the contract.
- 8.1.18. To bear the burden resulting from any misunderstanding in the dimensioning of the quantities of its proposal, including the variable costs resulting from future and uncertain factors, and must compliment 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 Law No. 8.666 of 1993.
- 8.1.19. To accept the CONTRACTING PARTY's communications, conveyed in writing, through the inspector, regarding changes to Instructions, Rules, Drawings, Regulations, and Complementary Specifications applicable to the supply of the object and procedures for receiving the object.
- 8.1.20. To facilitate monitoring and inspection, providing all information and technical clarifications requested, displaying all necessary data and documents.
- 8.1.21. To provide the CONTRACTING PARTY, at its request, with any available information concerning the supply of the goods described in this Basic Project.
- 8.1.22. To possess all up-to-date publications and technical directives related to the delivery of the object.
- 8.1.23. To reimburse the CONTRACTING PARTY for any damages caused to the Brazilian Air Force Command assets, when they result from deficiencies in the execution of the object of this Basic Project.
- 8.1.24. To keep up to date, and at your expense, an insurance policy for accidents at work for your staff, whatever their category or activity, particularly covering cases of death and permanent disability, directly linked to the contract.
- 8.1.25. To keep up to date and at your expense, an insurance policy that covers the object, its components, and equipment until the end of the final receipt.
- 8.1.26. Security Measures: the execution of the object must be carried out with the adoption of all measures related to the protection of technicians and people linked to the CONTRACTOR's activities, in compliance with the laws in force, and the safety requirements regarding the facilities, machines, tools, and PPE.
- 8.1.27. To present to the inspector, at the beginning of the activities, the duly identified employees, to whom the nominal list will be delivered with name, residential address, and telephone, observing the non-use of minor labor, per item XXXIII, of art. . 7 of the Federal Constitution.
- 8.1.28. To instruct the workforce on the need to comply with the agent's guidelines, including compliance with the Internal and Occupational Safety and Medicine Standards, and be responsible for their compliance.
- 8.1.29. To comply, in addition to current federal, state, or municipal legal requirements, with the CONTRACTING PARTY's safety standards.
- 8.1.30. To maintain secrecy about all information related to the execution of the contract and/or information related to the object and equipment belonging to the Brazilian Air Force, except those strictly necessary for the execution of the contract.
- 8.1.31. To access to the CONTRACTED PARTY's facilities will be allowed with the monitoring of the CONTRACTED PARTY's personnel and must follow the CONTRACTOR'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.

- 8.1.32. 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 adjustment of prices according to the tax benefits obtained, being prohibited the transfer of exempt taxes to the CONTRACTING PARTY.

9. SUBCONTRACTING

- 9.1. It is allowed to subcontract the transport of the object during the delivery and provisional and definitive receipts of the same, after approval by the CONTRACTING PARTY, under the following conditions:
- 9.1.1. The subcontracting of support activities for the delivery and receipt of the object is authorized, as well as the execution of maintenance until the end of the procedures for receiving the object and during services covered by the technical guarantee.
- 9.1.2. The CONTRACTED PARTY will be legally and contractually responsible for the subcontracted services, both for the guarantee of the materials and for the insurance coverage that will be attributed to it in the event of accidents or damage resulting from the materials supplied performed by any subcontractor.
- 9.2. In any event of subcontracting, the CONTRACTED PARTY remains fully responsible for the perfect performance of the contract, 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 purpose of the subcontracting.

10. SUBJECTIVE CHANGE

- 10.1. 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 prejudice to the execution of the agreed object and there is the express consent of the Administration to the continuity of the contract.

11. CONTROL AND SUPERVISION OF EXECUTION

- 11.1. The CONTRACTING PARTY, as provided for in art. 67, of Law 8.666/93, will monitor and supervise the execution of this contract, through the contract supervisor, or by any other body of the contracting party to be indicated by CELOG, guaranteeing, to its representatives, access to the relevant information and to the areas where activities related to the contractual object are being developed, during the normal working day of the contractor, provided that previously communicated.
- 11.2. The contract supervisor will record all occurrences related to the execution in his record and will determine what is necessary to correct any failures or defects observed.
- 11.2.1. The receipt of material worth more than BRL 176,000.00 (one hundred and seventy-six thousand reais) will be entrusted to a commission of at least 3 (three) members, designated by the competent authority.
- 11.3. The CONTRACTING PARTY or its representatives must be granted access to the CONTRACTED PARTY's premises during normal working hours. The aforementioned access will be restricted to those facilities related to the execution of the contract, provided that it is

previously communicated and with the monitoring of the contractor, through prior coordination and approval.

- 11.4. While at the CONTRACTED PARTY's premises, the contractor and its representatives undertake to observe all procedures and safety and conduct codes established by the contractor.
- 11.5. The CONTRACTING PARTY, acting through the management structure and the technical staff of its representatives, will analyze the documents presented by the CONTRACTED PARTY regarding each stage and must have access to as much technical data as necessary for the monitoring and inspection of the corresponding stage, being able to request any additional information that it deems necessary regarding the activities performed in the corresponding step.
- 11.6. The monitoring and inspection provided for in this clause by the representative(s) of the CONTRACTING PARTY shall not represent or create any employment relationship between the CONTRACTED PARTY and such representatives of the CONTRACTING PARTY, the latter remaining fully responsible for them, including payment of per diems, accommodation, food, transportation, insurance, among other applicable obligations. The CONTRACTING PARTY is exempt from any encumbrances and/or responsibilities arising from such monitoring and inspection.
- 11.7. The inspection referred to in this clause does not exclude or reduce the CONTRACTED PARTY's liability, including before 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 its agents. and agents, under art. 70 of Law No. 8.666 of 1993.
- 11.8. The management representative will record in his 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.

12. PAYMENT

- 12.1. Payments will be made by the CONTRACTING PARTY within a maximum period of 30 (thirty) calendar days, counted from the receipt of the *Invoice*.
 - 12.1.1. Payments will be made in US dollars by CABW through a bank order, for credit in a bank, branch, and current account indicated by the contractor, according to the Physical-Financial Schedule, by the system described in this clause.
 - 12.1.2. Payments resulting from expenses that do not exceed the limit referred to in item II of art. 24 of Law 8.666, of 1993, must be carried out within a period of up to 5 (five) business days, counted from the date of presentation of the Invoice, according to art. 5, § 3, of Law No. 8.666, of 1993.
- 12.2. The receipt of the invoice is considered to have occurred when the contracting agency certifies the execution of the object of the contract.
- 12.3. The Contractor will only be authorized to issue the respective Invoice after drawing up and signing the Final Receipt Term, which will occur upon delivery of the object.
 - 12.3.1. The original Invoice must be presented together with 2 (two) copies on behalf of COMAER.
 - 12.3.2. In the appropriate field of the Invoice, the description of the delivered object and the contract number must appear.

- 12.4. Once the final receipt has been made and the Invoice has been received by the Contracting Party, the Administration will have a period of 5 (five) business days, counted from the date of receipt of the Invoice, to verify its correction and proceed with the payment process.
- 12.4.1. If errors or nonconformities are found, the Invoice will be returned to the CONTRACTED PARTY for the necessary corrections and the period of 5 (five) business days for verification will be applicable again.
- 12.4.2. If the information contained in the Invoice is correct, the CONTRACTING PARTY will arrange for the payment, so that it is effected within 30 (thirty) days from the date of presentation of the invoice corresponding to the stage, once the necessary conditions for the issuance are met. of the Invoice.
- 12.5. The date of payment shall be deemed to be the day on which the bank order for payment appears as issued, corresponding to the date of debiting the amount of the Invoice to the Contracting Party's account in favor of the Contractor.
- 12.6. Before the issuance of a commitment note and each payment, the Administration must consult the SICAF, or other register used by the CABW, to identify possible temporary suspension of participation in bidding, within the scope of the body or entity, prohibition of contracting with the Public, as well as indirect impeding occurrences, observing the provisions of art. 29, of Normative Instruction No. 3, of April 26, 2018.
- 12.7. For companies based in Brazil:
- 12.7.1. The Invoice must be accompanied by proof of fiscal regularity, verified through an online consultation at the SICAF or, in the impossibility of accessing said System, by consulting the official electronic sites or the documentation mentioned in art. 29 of Law No. 8.666 of 1993.
- 12.7.2. In the situation of irregularity of the contracted supplier verified at SICAF, the measures provided for in art. 31 of Normative Instruction No. 3, of April 26, 2018.
- 12.7.3. If there is an error in the presentation of the Invoice or documents relevant to the contracting, or, even, a circumstance that prevents the settlement of the expense, such as, for example, pending financial obligation, resulting from an imposed penalty or default, the payment will be deferred until the Contractor provide remedial measures. In this case, the payment term will begin after proof of the regularization of the situation, not causing any burden to the Contracting Party.
- 12.7.4. Before payment to the contractor, a consultation will be carried out with the SICAF to verify the maintenance of the qualification conditions required in the IFB.
- 12.7.5. In the situation the contractor is found to be in a situation of irregularity at SICAF, it will be notified, in writing, so that, within 5 (five) business days, it will regularize its situation or, within the same period, present its defense. The term may be extended once, for an equal period, at the discretion of the contracting party.
- 12.7.6. If there is no regularization or if the defense is considered unfounded, the contracting party must communicate to the responsible for the inspection of tax regularity regarding the default of the contractor, as well as the existence of payment to be made, so that the relevant and necessary means are activated to guarantee receipt of your credits.
- 12.7.7. If the irregularity persists, the contracting party must adopt the necessary measures to terminate the contract in the records of the corresponding administrative proceeding, ensuring that the contracted party has a full defense.
- 12.7.8. With the effective execution of the object, payments will be made normally, until the termination of the contract is decided, in case the contractor does not regularize its situation with the SICAF.

12.7.9. The contract in execution with the defaulting contractor at SICAF will be terminated, except for reasons of economy, national security, or other highly relevant public interest, duly justified, in any case, by the highest authority of the contracting party.

12.7.10. Upon payment, the tax withholding provided for in the applicable legislation will be made.

12.7.10.1. The Contractor regularly opting for Simples Nacional, under the terms of Complementary Law No. 123, of 2006, will not suffer withholding tax on taxes and contributions covered by that regime. However, the payment will be conditioned to the presentation of proof, through an official document, that you are entitled to the favored tax treatment provided for in the aforementioned Complementary Law.

12.8. For companies based abroad:

12.8.1. Companies headquartered abroad must observe the local peculiarities arising from the legislation of the place where the bidding takes place, as well as the country where it is headquartered.

12.9. In the event of any delay in payment, provided that the Contractor has not contributed in any way, for this purpose, the amount due must be increased by a financial update, and its determination will be made from the due date until the date of actual payment. , in which late payment interest will be calculated at the rate of 0.5% (half percent) per month, or 6% (six percent) per year, by applying the following formulas:

EM = I x N x VP, where:

EM = Late payment charges;

N = Number of days between the expected payment date and the actual payment date;

VP = Amount of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6 / 100)}{365} \quad I = 0.00016438$$

TX = Annual Fee Percentage = 6%

13. READJUSTMENT

13.1. The prices initially contracted are firm, fixed, and non-adjustable.

14. PERFORMANCE GUARANTEE

14.1. There will be no requirement of monetary contractual guarantee of the execution, for the reasons explained below:

- 14.2. Considering the risk analysis carried out for this acquisition and the fact that the payment will only be made after the respective definitive receipt of the object delivered, it was identified that the requirement of monetary contractual guarantee of execution would only increase the acquisition value without bringing a justifiable benefit.

15. TECHNICAL GUARANTEE

- 15.1. The technical warranty period for the goods, complementary to the legal warranty, is at least 12 (months) months, or for the period provided by the manufacturer, if longer, counted from the first business day following the date of definitive receipt of the object.
- 15.2. The guarantee will be provided to keep the equipment supplied in perfect conditions of use, without any additional burden or cost for the Contractor.
- 15.3. The warranty covers the performance of corrective maintenance of the goods by the Contractor itself, or, if applicable, through authorized technical assistance, under the specific technical standards.
- 15.4. Corrective maintenance is understood to be that intended to correct the defects presented by the goods, including the replacement of parts, the performance of adjustments, repairs, and necessary corrections.
- 15.5. Parts that are defective or defective during the warranty period must be replaced by new, first-time, original parts that have quality and performance standards equal to or higher than those of the parts used in the manufacture of the equipment.
- 15.6. Once notified, the CONTRACTED PARTY will carry out the repair or replacement of the goods that present a defect or defect within a period of up to 90 (ninety) calendar days, counted from the date of removal of the equipment from the Administration's premises by the Contractor or by the authorized technical assistance.
- 15.7. The period indicated in the previous sub-item, during its course, may be extended only once, for an equal period, upon written and justified request from the CONTRACTED PARTY, accepted by the CONTRACTING PARTY.
- 15.8. In the event of the sub-item above, the CONTRACTED PARTY shall make available equivalent equipment, of a specification equal to or greater than that previously provided, for provisional use by the Contractor, to ensure the continuity of the administrative work during the execution of the repairs.
- 15.9. After the period for repairs and replacements has elapsed without complying with the CONTRACTING PARTY'S request or the presentation of justifications by the CONTRACTED PARTY, the CONTRACTING PARTY is authorized to hire a different company to carry out the repairs, adjustments, or replacement of the good or its components, as well as to demand from the CONTRACTED PARTY the reimbursement for the respective costs, without this fact causing the loss of the equipment warranty.
- 15.10. The cost of transporting the equipment covered by the warranty will be the responsibility of the CONTRACTED PARTY.
- 15.11. The legal or contractual guarantee of the object has its term and is not linked to the one established in the contract, allowing the possible application of penalties in case of non-compliance with any of its conditions, even after the contractual term has expired.

16. PENALTIES

- 16.1. Under the terms of Law No. 10.520, of 2002, the CONTRACTED PARTY commits an administrative infraction in the following situations:
- a) failure to perform the contract, due to the total or partial non-performance of any of the obligations assumed in the contract;
 - b) give rise to the delay of the execution of the object;

- c) defraud in the performance of the contract;
- d) to behave in a disreputable way; or
- e) commit tax fraud.

16.2. For the total or partial non-performance of the object of this contract, the Administration may apply the following sanctions to the CONTRACTING PARTY:

16.2.1. **Warning letter**, in the event of non-compliance with any of the contractual obligations, are considered minor faults, thus understood as those that do not cause significant damage to the contracted object.

16.2.2. **Compensatory fine:**

- (1) moratorium of 0.2% (two-tenths percent) per day of unjustified delay on the amount of the defaulted installment, up to a limit of 60 (sixty) days;
- (2) compensation of 10% (ten percent) on the total value of the contract, in the case of total non-performance of the object;

16.2.2.1. A delay of more than 60 (sixty) calendar days will be considered a total non-execution of the object. In this case, the CONTRACTING PARTY may terminate the contract, without prejudice to the sanctions applicable to the contracted party.

16.2.2.2. If the total or partial non-performance does not give rise to the termination of the contract, the fine to be applied will be proportional to the seriousness of the fault committed and the consequences caused, up to a limit of 5% of the value of the stage.

16.2.2.3. The contractual non-performance is not associated with a stage, the Contracting Party may apply a fine, proportional to the seriousness of the fault committed and the consequences caused, up to a limit of 5% of the value of the largest stage provided for in the contract, per event.

16.2.3. **Suspension from participating in a bidding process** and entering into an agreement with CABW for up to two (2) years, which for these purposes mean those that result in significant losses to the object of the contract.

16.2.4. **Declaration of bad standing** to participate in a bidding process, with the consequent disqualification from SICAF for a period of up to five years.

16.2.5. Declaration of bad standing to participate in a bidding process and enter into an agreement with the Public Administration (Brazil) for as long as the reasons resulting in the punishment remain and until when it is rehabilitated by the Administration, which shall be granted provided that the CONTRACTED PARTY compensates the Administration for the losses resulting from its violations, provided the suspension time described in the previous sub item has elapsed.

- 16.3. Sanctions of warning, suspension of bidding and declaration of bad standing may be applied to the CONTRACTED PARTY together with the fine, deducting it from the payments to be made.
- 16.4. The application of any of the penalties provided for will be carried out in an administrative irregularity investigation process (PAAI) that will ensure the adversarial and broad defense to the CONTRACTED PARTY, observing the procedure provided for in the Instruction of the Air Force Command ICA 12-23/ 2019, available at < <https://www.sislaer.fab.mil.br/terminalcendoc/Busca/Download?codigoArquivo=3968> >, following the precepts of the Brazilian Laws on Bidding and Contracts and its Administrative Process.
- 16.5. The fines owed and/or damages caused to the CONTRACTING PARTY will be deducted from the amounts to be paid, or collected in favor of the Union, or deducted from the guarantee, or even, when applicable, will be registered in the Active Debt of the Union and charged in court.
- 16.6. The payment of fines does not exempt the CONTRACTED PARTY from complying with the obligations assumed in the contract, including indemnities, lawsuits, costs, and expenses, as well as compensation for any damages, losses, and losses that its activities may cause to the Contracting Party, without prejudice to any other right Contractor provided for in this contract or law.
- 16.6.1. In the case of a fine sanction, it must be collected within a maximum period of 15 (fifteen) days, counting from the date of receipt of the communication sent by the competent authority.
- 16.7. The Contractor, once notified of the application of the sanction of warning, fine, and/or temporary suspension, provided for in this contract, has the right to appeal, which must be addressed to the higher authority, through which the contested act was carried out, which may reconsider its decision, within 5 (five) business days, or within the same period, send it up, duly informed, according to art. 109, § 4, of Law No. 8.666/93. The higher authority must decide on the appeal within 5 (five) business days from receipt of the appeal, under penalty of liability.
- 16.8. The CONTRACTOR once notified of the application of the sanction of declaration of unsuitability, has the right to request a reconsideration, which must be addressed to the Ministry of Defense, within 10 (ten) business days from the subpoena of the act.

17. SUPPLIER SELECTION CRITERIA

- 17.1. The requirements for legal qualification and fiscal and labor regularity are the usual ones for most objects, as defined in the IFB and its ANNEXES.
- 17.2. The economic-financial qualification criteria to be met by the supplier are provided in the IFB and its ANNEXES.
- 17.3. The technical qualification criteria to be met by the supplier will be:
- 17.3.1. A declaration that it will have adequate technical personnel and the necessary infrastructure to carry out the execution of the CONTRACTED OBJECT; and
- 17.3.2. 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.

18. ESTIMATED PRICES AND REFERENCE PRICES

- 18.1. The estimated total cost of acquisition is:
- 18.1.1. US\$ **1,130,086.00** (one million, one hundred and thirty thousand, eighty-six dollars), for Item I - Type I Loader; and
 - 18.1.2. US\$ **2,243,258.64** (two million, two hundred and forty-three thousand, two hundred and fifty-eight dollars and sixty-four cents), for Item II - Loader Type II.
- 18.2. The price includes all costs, taxes, duties, fees, emoluments, insurance, contributions, charges, and any other expenses incurred in providing the OBJECT of the future CONTRACT.

19. BUDGET RESOURCES

- 19.1. The expenses arising from this contract will be borne by specific resources included in the General Budget of the Union for this year, in the allocation detailed below:
- Management/Unit: 00001/120071
 - Source: 0180120320 / 0150120320
 - Summary Work Program: 204079
 - Nature of Expense: 449052
 - IP: FAQM02KX301

20. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 20.1. The CONTRACTING PARTY expressly acknowledges that, except for the cases provided for in this Basic Project, it 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.
- 20.2. 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 any of the materials object of this Basic Project, without prior formal authorization from the CONTRACTING PARTY.
- 20.3. 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.

21. ANNEXES

- 21.1. The following annexes are an integral part of this Basic Project:
- 21.1.1. Annex I - Type I Loader Technical Specifications;
 - 21.1.2. Annex II - Type II Loader Technical Specifications;
 - 21.1.3. Annex III - Contractual Cataloging Clause (CCC);
 - 21.1.4. Annex IV – Physical-Financial Schedule - Type I Loader; and
 - 21.1.5. Annex V – Physical-Financial Schedule - Type II Loader;

São Paulo, see the date of electronic signature.

Prepared by:

(electronically signed)
ALEXANDRE FELÍCIO DELFINO GOMES Cpt Av
President of the Hiring Planning Team

Conferred by:

(electronically signed)
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Approved by:

(electronically signed)
MARCONI BENTES MANGABEIRA ROCHA JUNIOR Col Int
Interim Director of CELOG



**MINISTRY OF DEFENSE
AIR FORCE COMMAND
AERONAUTICAL LOGISTICS CENTER**

ANNEX I

TECHNICAL SPECIFICATION - LOADER TYPE I

1. DESCRIPTION

Self-propelled equipment intended for the Transport, Loading, and Unloading of palletized cargo in military aircraft type C-130, C-105, KC-390, and A-330 (hold compartment) which is intended to be the KC-X3 project.

It must allow the operation with aeronautical pallets of the following measures: 88" x 108", 88" x 125" and 96" x 125".

Military tactical and strategic application equipment. It must meet the requirements of operation in the airport area.

It must be **airborne** on C-130 and KC-390 aircraft, without the need for major intervention, to reduce the operating time for loading equipment onto the aircraft and to respond more quickly in the event of missions being demanded by the Air Force Command.

2. MINIMUM TECHNICAL AND OPERATIONAL REQUIREMENTS

2.1 Maximum width of the equipment when configured for transport in an aircraft: 2,900 mm

2.2 Maximum equipment length: 12,500 mm

2.3 Maximum weight of the equipment: 18,000kg.

2.4 Capacity to carry air at least 5 88" x 108" aeronautical pallets or 3 88" x 125" or 96" x 125" commercial pallets, shipped in the 88" or 96" direction respectively.

2.5 It must allow the transport and loading of at least 5 coupled aeronautical pallets, capable of supporting at least 22,500kg.

2.6 It should allow automated displacement of the pallets in the longitudinal direction.

2.7 It is desirable to allow automated displacements in the transverse direction and rotation of the pallets on the platform.

2.8 The height of the upper part of the roller platform concerning the ground must allow the loading and unloading operation in the range between at

least 0.96m (considering the height of the pallet transport dolly) and 3.50m (considering the maximum height of the cargo hold of the A-330 aircraft).

2.9 The equipment must allow inclination to adjust the platform concerning the ramp/hold of the aircraft.

2.10 The equipment must allow lateral adjustments of the platform concerning the ramp/hold of the aircraft.

2.11 It must have hydraulic, electrical, or similar steering that allows its drivability without great effort.

2.12 It must have a braking system.

2.13 It must have a parking brake system.

2.14 It must have at least one front and one rear hook or similar structure that allows the towing of auxiliary equipment or the loader itself.

2.15 The cabin may have a retractable/folding system that allows boarding for transport in C-130 and KC-390 aircraft.

2.16 It must have a lighting system to allow perfect lighting of the load transition location during operation.

2.17 It must have a lighting system that allows its movement at night without external assistance.

2.18 It must have an audible safety warning system when moving in reverse and when moving the load platform vertically.

2.19 It Must be able to travel at least 15km /h when at full load capacity with the platform lowered.

2.20 It must have a system that allows sensitive final adjustments of a safe approach to the aircraft with the platform positioned in any elevation course.

2.21 Longitudinally, the platform must have side guides that allow width adjustments for positions 88", 96", and 108".

2.22 It must have mechanical safety locks for fixing all pallets in all positions.

2.23 It must be equipped at both ends (Front and Reverse) with shock absorbers.

2.24 It must have an aircraft approach protection system.

2.25 It must have a safety system that guarantees the stability of the platform and the load throughout its lifting course.

2.26 The loader operator's cabin must be closed (to protect the operator and the onboard system from the weather).



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AIR FORCE COMMAND
AERONAUTICAL LOGISTICS CENTER**

ANNEX II

TECHNICAL SPECIFICATION - LOADER TYPE II

1. DESCRIPTION

Self-propelled equipment for loading and unloading palletized cargo in civil and military aircraft type A-330 (hold compartment) which is intended to be the KC-X3 project, C-130, C-105, and KC-390.

It must allow the operation with aeronautical pallets of the following measures: 88" x 108", 88" x 125" and 96" x 125".

The Equipment must meet the requirements for operating in an airport area.

2. MINIMUM TECHNICAL AND OPERATIONAL REQUIREMENTS

- 2.1.** Ability to transport 88" x 108" aeronautical pallets or 88" x 125" or 96" x 125" commercial pallets, shipped in the 88" or 96" direction respectively.
- 2.2.** Minimum load capacity on the bridge of 6,800kg.
- 2.3.** Minimum load capacity on the platform of 6,800kg.
- 2.4.** It should allow automated displacement of the pallets in the longitudinal, transversal direction and rotation of the pallets on the platform.
- 2.5.** The height of the upper part of the bridge concerning the ground must allow the loading and unloading operation at a minimum of 3.50 m (considering the maximum height of the cargo hold of the A-330 aircraft).
- 2.6.** The height of the upper part of the platform concerning the ground must allow the loading and unloading operation of at least 0.96 m (considering the height of the pallet transport dolly).
- 2.7.** It must have hydraulic, electric, or similar steering that allows its drivability without great effort.
- 2.8.** It must have a braking system.
- 2.9.** It must have a parking brake system.
- 2.10.** It must have a lighting system that allows its movement at night without external assistance.
- 2.11.** It must have an audible safety warning system when moving in reverse and when moving the load platform vertically.
- 2.12.** It must have a system that allows sensitive final adjustments of a safe approach to the aircraft with the platform positioned in any elevation course.

- 2.13.** Longitudinally, the platform must have side guides that allow width adjustments for positions 88", 96", and 108".
- 2.14.** It must be equipped at both ends (Front and Reverse) with shock absorbers.
- 2.15.** It must have an aircraft approach protection system.
- 2.16.** It must have a safety system that guarantees the stability of the platform and the load throughout its lifting course.



MINISTRY OF DEFENSE
AIR FORCE COMMAND
AERONAUTICAL LOGISTICS CENTER

ANNEX III

CATALOG CLAUSE

1. DEFINITIONS

- a) **CATALOGING AUTHORITY:** Link of the Aeronautical Cataloging System (SISCAE) which, under the supervision of the Central Body, is responsible for advising the **CONTRACTING AUTHORITY** in the preparation of the Cataloging Contractual Clause (CCC) and, subsequently, analyzing the technical data resulting from the application of the said clause, aiming at its faithful fulfillment. The **CATALOGING AUTHORITY** will act from the creation of the CCC to the final delivery of the data encoded in the NATO Cataloging System model, following each step of the cataloging process.
- b) **CONTRACTING AUTHORITY:** Air Force Management Unit that will publish public notices or enter into contracts for the acquisition of means, equipment, systems, or any other material that configures or contains Supply Items.
- c) **LOGISTICS AUTHORITY:** It is the public agent that, once in charge of the **CONTRACTING AUTHORITY**, will be responsible for defining the universe of Supply Items considered objects of a CCC, and responsible for the definition and analysis of management data. The Logistics Authority should have direct involvement with the management of the material to be acquired or have the technical knowledge necessary for the advice. It should also act from the beginning of the hiring process
- d) **CATALOGING:** Along the lines of the NATO Cataloging System (SOC) and the Defense Cataloging System (SISCADE), it is the set of tasks, rules, and procedures for the collection of technical data and the establishment of the identification of items and companies of interest to the Ministry of Defense or a Force and their ordering in the form of a catalog.
- e) **CATALOG COORDINATION CENTER (3C):** Body that is part of SISCADE, internal to each Singular Force or governmental segment, responsible for coordinating and inspecting cataloging activities in the respective Force or sphere of government, being also the only interlocutor between the Sections / Agencies / Cataloging Units and the Defense Logistics Systems Support Center (CASLODE). At SISCAE, the Aeronautics Cataloging Center (CECAT) performs the functions of the Catalog Coordination Center, acting as a systemic link between the other cataloging systems and their central bodies.
- f) **MANAGEMENT DATA:** These are data related to the management of supply items, including relationship data with other items, documents, or management conditions, which do not affect the concept of the item itself, and which will facilitate handling, storage, obtaining, preserving and transporting materials.
- g) **TECHNICAL DATA:** These are data necessary for the identification of supply items, those that contain mechanical, chemical, physical, and performance specifications, thus allowing: the attribution of name, classification, coding of characteristics, and registration of

the NATO Stock Number (NSN – *NATO Stock Number*). Technical data may be present in the following documents: cataloging sketches, projects, technical drawings, specifications, and standards, among others.

h) **TECHNICAL DOCUMENTATION:** Set of information related to CCC Supply Items that, once provided by the CONTRACTED PARTY, contain technical data for cataloging and management data.

i) **MANUFACTURER:** Any organizational entity that has intellectual property over the design and production control, and which is the source for obtaining product characteristic data, although in many cases it does not physically produce or supply them. It can also be defined as the organizational entity that is:

- manager of the design and production of an item and who is responsible for its compliance with the project;
- author of a standard or specification used in repair, maintenance, revision, certification, and standardization of the product, and which defines the values and tolerances that must be respected to meet the characteristics required for it;
- assembler of materials or parts from other manufacturers, to build a more complex product; and
- modifying a product from a different manufacturer to adapt it to a specific function, imposing stricter quality control.

j) **PRODUCTION ITEM:** It is a part or a set of parts or objects grouped under the same reference number, by the same engineering design drawings, specifications, and inspection test requirements. That is, they are all items manufactured and available on the market.

k) **SUPPLY ITEM:** Every PRODUCTION ITEM or group of production items defined by the LOGISTICS AUTHORITY, as necessary for the satisfaction of a specific need. In other words, it is the item that, from a logistical point of view, must be managed, either because it is frequently acquired, or because there is a need to keep it in stock for use and/or distribution to bodies that need it.

l) **ITEM NAME CODE – ITEM NAME CODE (INC):** It is the key for the item nomenclature to be unified in all countries that adopt the NATO Cataloging System, it is unique for each name and consists of 5 (five) digits.

m) **LIST OF LOGISTICS INFORMATION:** List to be provided by the CONTRACTED PARTY, type electronic spreadsheet, compatible with Microsoft Office Excel® software, according to the model to be made available by the CONTRACTING PARTY, and which must contain the Technical Documentation with the TECHNICAL DATA and the MANAGEMENT DATA of all Supply Items object of the CCC and contained in the FINAL LIST OF SUPPLY ITEMS, observing the provisions of the letters “f”, “g” and “h”, referring directly to the document containing the corresponding technical data.

n) **INITIAL LIST OF SUPPLY ITEMS:** List to be provided by the CONTRACTED PARTY, before signing the contract, at the request of the LOGISTICS AUTHORITY, containing preliminary information regarding the Supply Items related to the material/equipment to be acquired. It may be based on the Spare Items List or any other equivalent list, according to the manufacturer's logistical organization.

o) **FINAL LIST OF SUPPLY ITEMS:** List prepared by the LOGISTICS AUTHORITY, based on the analysis of the INITIAL LIST OF SUPPLY ITEMS provided by the CONTRACTED PARTY and taking into account relevant logistical aspects, such as the need

to obtain, level of maintenance, and alienation, among others. It shall be attached to the Agreement, as an integral part of it.

p) **MASTER REQUIREMENT CODE (MRC CODE):** Main Question Code is assigned to each of the different items approved in the *Item Identification Guide* (IIG) to identify the item characteristic defined by the item.

q) **NATO STOCK NUMBER (NSN):** It is the stock number for an item cataloged following the procedures of the NATO Cataloging System, composed of thirteen digits, of which the first four represent the Item Class, the next two represent the Cataloging Provenance Index (code assigned by NATO to each country affiliated to the SOC), and the last seven correspond to a non-significant sequential numbering.

r) **NATIONAL CODIFICATION BUREAU (NCB):** Body responsible for cataloging, ie for allocating NSNs within a country participating in the SOC. The NCB code is the same as the IPC. Brazil's NCB is the Defense Logistics Systems Support Center (CASLODE), whose code is 19.

s) **NATO COMMERCIAL AND GOVERNMENT ENTITY CODE (NCAGE):** 5 (five) alphanumeric digit code that identifies the company within the scope of the SOC. At SISCAD E it is called the Company Code (CODEMP).

t) **REFERENCE NUMBER:** Any number used to designate a production item, assigned by a manufacturer, distributor, or anybody with ancestry over the item's design. Reference Numbers can be considered: *Part Number* (PN); technical drawing (project) numbers of the item; model or type number designated by the manufacturer; Number of specification or standardization norms, the trade name of the item, as named by the manufacturer, among others.

u) **NATO COUNTRY:** The highest level of participation within the SOC, with all rights, privileges, and prerogatives. It is made up of NATO member countries.

v) **TIER 1 COUNTRY:** Basic level of participation created for countries that do not yet have a structured cataloging system or that have one but are not yet fully adherent to the SOC.

w) **TIER 2 COUNTRY:** Participation level created for countries that have a cataloging system accredited as fully adhering to the SOC principles and rules. In addition to all privileges related to the first level of participation (TIER 1), level 2 is characterized by the possibility of assigning NSN to supply items and by exchanging data with other NATO and TIER 2 countries. Brazil is a country TIER 2.

x) **REFERENCE:** Alphanumeric code with no defined extension, assigned to an item during the cataloging process. It is formed by grouping the company code (NCAGE), followed by the reference number which, as a general rule, must be spelled as assigned by the manufacturer.

y) **AERONAUTICS CATALOG SYSTEM (SISCAE):** This is the system that promotes the operation, maintenance, and development of materials and services cataloging activities within the scope of the Air Force Command (COMAER), following the documents that govern the NATO Cataloging System (SOC) and the Defense Cataloging System (SISCAD E), with CECAT as the Central Organ.

z) **DEFENSE CATALOG SYSTEM (SISCAD E):** Uniform system for identification, classification, and coding of supply items of the Brazilian Armed Forces and exclusive to the Ministry of Defense, as well as other participating agencies. SISCAD E establishes standards for encoding and exchanging data to preserve compatibility with the SOC, with CASLODE as the Central Body, responsible for attributing the NSN in Brazil.

aa) **NATO CATALOGING SYSTEM (SOC)**: This is a common and uniform system for identifying, classifying, and coding supply items. Constituted to allow maximum efficiency in logistical support and to facilitate the management of material data, initially for the signatory countries of the North Atlantic Treaty Organization (NATO), being, later, also open to non-signatory countries.

2. PROCEDURES

2.1. The CONTRACTED PARTY shall provide the CONTRACTING PARTY for all items on the Final List of Supply Items, prepared by the LOGISTICS AUTHORITY, the TECHNICAL DOCUMENTATION containing the MANAGEMENT DATA and the TECHNICAL DATA, at least 30 (thirty) days in advance of the delivery of the good. The TECHNICAL DATA delivered must allow the CONTRACTING PARTY to catalog the supply items, according to the SOC business rules, by the Full Descriptive Method (Type 1, 1A, or 1B):

2.1.1. The above supply may be made in installments, provided that the delivery of the respective goods, the object of this CONTRACT, is also carried out in installments, as described in the PHYSICAL AND FINANCIAL SCHEDULE.

2.2. The CONTRACTED PARTY is responsible for obtaining, formatting, translating, and organizing the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, as well as the LIST OF LOGISTICS INFORMATION sheet, according to the model to be made available by the CONTRACTING PARTY, referring to the items contained in the FINAL LIST OF SUPPLY ITEMS of this AGREEMENT, including with its suppliers and subCONTRACTED PARTYS. The financial charges arising from such actions, regardless of the origin and origin of the items, will be borne by the CONTRACTED PARTY.

2.3. In situations where the items contained in the FINAL LIST OF SUPPLY ITEMS of this CONTRACT are manufactured under license and/or require the manufacturer to be approved by product certification bodies recognized by the CONTRACTING PARTY, the CONTRACTED PARTY shall present the documents proving licensing and/or approval, as well as update them regarding the qualification granted and their validity.

2.4. The TECHNICAL DATA must be presented in a digital file, type PDF (*Portable Document Format*), with guaranteed visibility of all its information, in Portuguese, for items manufactured in Brazil (TIER 2 country), in TIER 1 countries, and countries not participating in the SOC; and in English for items manufactured in other countries (NATO countries and TIER 2 countries, except Brazil), no other language is accepted, even if originating from the item's manufacturer.

2.5. The CONTRACTED PARTY shall allow the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, provided to be used for national and international cataloging, according to the standards established by SOC, SISCADE, and the standards established by SISCAE.

2.6. The MANAGEMENT DATA must be organized in a digital file named LIST OF LOGISTICS INFORMATION, electronic spreadsheet type, compatible with *Microsoft Office Excel* ® software, according to the model to be provided by the CONTRACTING PARTY. This worksheet must contain, for each item, a *hyperlink* directing to its respective document containing the TECHNICAL DATA, when applicable.

2.7. The delivery of MANAGERIAL DATA must be carried out for ALL items included in the Final List of Supply Items.

2.8. The CONTRACTED PARTY will also provide the CONTRACTING PARTY, for all items on the Final List of Supply Items, with the MANAGEMENT DATA listed ¹below, unless otherwise determined by the Logistics Authority:

¹The list presented is just an example. New data may be requested, according to the judgment of the Logistics Authority and the class of material to be acquired, **and the data contained in letters "a" to "o" are mandatory.**

- a. *Part Number* (reference number assigned by the manufacturer);
- b. Item nomenclature;
- c. NSN (*Nato Stock Number*), if any;
- d. Item manufacturer's corporate name;
- e. Manufacturer's CNPJ (IDN, DUNS, or equivalent);
- f. Manufacturer's full address;
- g. Manufacturer's country;
- h. Manufacturer's telephone (with area code or area code);
- i. Manufacturer's *website* ;
- j. Manufacturer's *email* ;
- k. NCAGE (*NATO Commercial and Government Entity*) from the manufacturer;
- l. Supply unit;
- m. Unit price with currency;
- n. Item Category;
- o. *Serial Number* (Y/N) or Batch
- p. Quantity per package;
- q. Lifetime (TLV);
- r. Storage time (Shelf Life);
- s. Interchangeability/substitutability;
- t. Repairability condition;
- u. Hazardous materials indicator;
- v. Item weight (packed and unpacked);
- w. Volume; and
- x. Security and control code.

2.9. The delivery of the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, referring to the items contained in the Final List of Supply Items of this AGREEMENT, must be delivered in open and manipulable media (CD-ROM/DVD-ROM/FLASH DRIVE), without any blocking devices, observing the following:

2.9.1. The CONTRACTED PARTY shall inform all NSNs already assigned to the items contained in the Final List of Supply Items of this CONTRACT if the supply item already has an NSN.

2.9.2. The delivery of TECHNICAL DATA will be waived only for items that already have NSN cataloged by the Full Descriptive Methods (types 1, 1A, or 1B), according to the SOC's business rules.

2.9.3. For items that already have NSN cataloged by the Partial Descriptive Methods (Types 4, 4A, 4B) or Referential Method (Type 2), it is mandatory to deliver the document containing the corresponding TECHNICAL DATA, regardless of the manufacturer's origin.

2.9.4. For items that do not have an NSN, delivery of the corresponding TECHNICAL DATA is mandatory, regardless of the manufacturer's origin, in compliance with the SOC's business rules.

2.9.5. For items that do not have an NSN, originating from a NATO or TIER 2 country (except Brazil), it will be up to the CONTRACTED PARTY to confirm the veracity of the Reference Number informed, together with its true manufacturer, that is, the Reference of the item that corresponds to the NCAGE + Reference number. Such confirmation must be registered in the corresponding field of the Logistics Information List, with a *hyperlink* directing to its respective document proving the aforementioned contact and the manufacturer's response. The digital file must be in PDF format (*Portable Document Format*), with guaranteed visibility of all your information.

2.10. During the Project Life Cycle, the CONTRACTED PARTY will provide, whenever necessary, all information regarding updates regarding identification or manufacturing changes made to equipment or spare parts, address changes and manufacturer identification, and changes in data management of the material, without additional costs for the CONTRACTING PARTY.

2.10.1. If the CONTRACTING PARTY identifies, throughout the Project Life Cycle, any item not included in the FINAL LIST OF SUPPLY ITEMS and requires the TECHNICAL DOCUMENTATION, containing the TECHNICAL DATA and MANAGEMENT DATA, the CONTRACTED PARTY shall arrange for the delivery of the requested data, without additional costs for the CONTRACTING PARTY, to allow the correct monitoring of the project cycle.

2.11. The CONTRACTED PARTY recognizes its position as directly and exclusively responsible for the damages that, by itself, its agents, employees, or subCONTRACTED PARTYS cause to public property or third parties, due to the provision of documentation for cataloging and management of items, containing wrong or outdated data, not evading or reducing this responsibility given the activity of the Contract Inspector and Receipt Commission.

2.12. Information classified by the CONTRACTED PARTY as a commercial or industrial secret will not be disclosed outside the governmental circle without its express authorization, and items that have such classifications must be informed in this Agreement and the Logistics Information worksheet.

2.12.1. For allegations of failure to provide the technical data necessary to use the full descriptive identification method due to trade secrets of the CONTRACTED PARTY and its subcontractors, duly evidenced and justified by the Logistics Authority, the MRC PRPY *Proprietary Characteristics* shall be used to make data inaccessible to other users of the NATO Cataloging System who do not need to know sensitive information.

2.12.2. For supply items, whose INC are provided in CodSP-79 (*Quality Metrics - INC/Common Items of Supply*) in its most current version, the CONTRACTED PARTY, without any exceptions, must provide the TECHNICAL DATA necessary for ensuring cataloging using the full descriptive identification method, provided for in item 2.1 of this Clause.

2.13. The CONTRACTING PARTY will be responsible for maintaining the level of security and confidentiality attributed to the TECHNICAL DATA provided by the CONTRACTED PARTY, complying with security standards, particularly about patents and registrations. The TECHNICAL DATA referring to the patented items must be properly classified, by the CONTRACTED PARTY, as to the degree of security.

2.14. The main obligations are conferred on those stipulated in this CLAUSE, so that, in the event of non-compliance, that is, non-delivery, non-acceptance of the documentation and data provided, the delivery of incorrect information or even the failure to comply with the stipulated term, directly impacts the financial disbursement schedule of the entire contract, in addition to the applicability of the acts provided for in CLAUSE 000 - ADMINISTRATIVE SANCTIONS.

2.15. The CONTRACTED PARTY, in case of technical impossibility or insurmountable difficulty to comply with the provisions of this CONTRACTUAL CATALOG CLAUSE, in any of its provisions, shall submit, in writing, justifications to the CONTRACTING PARTY, who will be responsible for analyzing them and issuing an opinion favorable or not to its acceptance.

2.16. The PARTIES submit to the regulation of the Ministry of Defense on the subject of the "Codification Contractual Clause", according to the Brazilian Defense Cataloging System Manual (MD40-M-02), of July 10, 2020, and ICA 401- 1/2021, of February 4, 2021, which deals with the "Application of Cataloging to Logistics".



MINISTRY OF DEFENSE
AIR FORCE COMMAND
AERONAUTICAL LOGISTICS CENTER

PHYSICAL-FINANCIAL SCHEDULE - LOADER TYPE I

ITEM	DESCRIPTION	QTY	TOTAL AMOUNT (USD)	DELIVERY DEADLINE	DEADLINE FOR PAYMENT
01	CARRIER LOADER - Type I	2.00	1,130,086.00	(*) D + 150 days for 1 unit D + 210 days for 1 unit	(**) D + 30 days
	TOTAL		1,130,086.00		

***D = Contract signature date**

****D= Invoice Receipt Date**



MINISTRY OF DEFENSE
AIR FORCE COMMAND
AERONAUTICAL LOGISTICS CENTER

PHYSICAL-FINANCIAL SCHEDULE - LOADER TYPE II

ITEM	DESCRIPTION	QTY	TOTAL AMOUNT (USD)	DEADLINE	DEADLINE FOR PAYMENT
01	CARRIER LOADER - Type II	8.00	2,243,258.64	(*) D + 150 days for 2 units D + 180 days for 2 units D + 210 days for 2 units D + 240 days for 2 units	(**) D + 30 days
	TOTAL		2,243,258.64		

***D = Contract signature date**

****D= Invoice Receipt Date**