



**MINISTRY OF DEFENSE  
BRAZILIAN AIR FORCE  
ESPECIAL TRANSPORT GROUP**

**BASIC PROJECT**

**Legal Basis:** Prepared based on the premises contained in Art. 123 of Law No. 8,666/1993.

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## 1. PREAMBLE

1.1. The purpose of this Basic Project is to present the set of necessary and sufficient elements, with adequate level of accuracy, to characterize the specifications for the hiring of Training for Operation of flight simulator and Flight Simulator Training for the EC-135 aircraft, for a period of 12 months, with the possibility of extensions up to a limit of 60 months.

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

## 2. DEFINITIONS

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

2.1.1. COMAER - Air Force Command;

2.1.2. COMREC - Receiving Commission for Products and Services;

2.1.3. CONTRACTED PARTY - natural or legal person contracted for the execution of the services;

2.1.4. CONTRACTING PARTY - Aeronautical Commission in Washington D.C.;

2.1.5. ICA - Instruction of the Air Force Command;

2.1.6. FISCAL – Individual or commission representing the Contractor before the Contractor, systematically appointed to monitor and monitor the execution of the contractual instrument and the complementary requests issued by the Union, in all its aspects;

2.1.7. PAG - Administrative Management Committee;

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



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

### 3. OBJECT

**3.1.** Contracting of a 180-hour "DRY" rental service of training in flight simulator equipment of the VH-35 aircraft (EC-135), aiming to meet the needs of COMAER in accordance with the Technical Data Sheet, APPENDIX A, according to conditions, quantities and expectations established in this instrument, and the table below:

ITEM	ODGSA	QTD OF HOURS / IOS	AIRCRAFT	CATEGORY	GUY	REFERENCE UNIT VALUE (USD)	TOTAL REFERENCE VALUE (USD)
1	GABAER	180 hours	EC-135 (VH-35)	D	DRY	1.114,76	200.657,40
2	GABAER	5 IOS	EC-135 (VH-35)	D	DRY	Free Of Charge	Free Of Charge

1.

**3.2.** It is worth mentioning that the training type "DRY", presented in the Technical Data Sheet, means that the contracted company should only rent the hours in simulator, because the instructors will be the own pilots of the board of airmen of the Brazilian Air Force, after performing the operation course of the simulator, provided by the CONTRACTOR.

**3.3.** In view of the complexity of the avionics and the emergencies associated with the aircraft, the simulator for the training of pilots must be certified as Full Flight Simulator (FFS), minimum acceptable level "D". The qualification of Flight Simulator Training Devices (FSTD) aims to verify their performance and realism characteristics, as well as classify them in the various existing categories. Qualification is an activity based on technical standards issued by civil aviation regulatory agencies, which establish objective and subjective parameters of quality and realism. In the case of COMAER, FSTDs are used for training provided for in the Instruction and Operational Maintenance Programs of subordinate air units.

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



**3.5.** To ensure approval by ANAC, LICITANTE can verify its qualification through the website: <https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voos-fs/td/arquivos/Simulador.xls>.

**3.6.** To ensure approval by the FAA, the BIDDER can verify its qualification through the FAA website: [https://www.faa.gov/about/initiatives/nsp/data\\_lists/](https://www.faa.gov/about/initiatives/nsp/data_lists/).

**3.7.** Para assegurar a homologação pela EASA, o LICITANTE poderá verificar sua qualificação através do site da EASA: <https://lisstdis.easa.europa.eu> (FSTD qualified by EASA and FSTDs qualified by the National Aviation Authority of respective EU Member State – incl. EFTA States).

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

**3.9.** It is recorded that the execution of the services of this Basic Project must comply with the laws and regulations determined by the U.S. government, the district and the state in which the buildings are located.

## **4. JUSTIFICATION**

The Special Transport Group has the task of ensuring the air transport of the President of the Republic, the Vice-President, the Ministers of State and high national and foreign authorities, as well as carrying out Mercy Missions, with comaer's Air Intensive Care Unit equipment and missions in support of other COMAER organizations, when determined by the Commander of the Air Force. The VH-35 (EC-135) is one of the aircraft used to fulfill this regulatory mission.

**4.1.** The Aeronautics Command serves as specific internal regulations, the Instruction of the Aeronautical Command (ICA) 51-1/2021, which deals with the Program of Instruction and Operational Maintenance of the Special Transport Group, provides as a fundamental requirement, the training in flight simulator for its pilots.

**4.2.** Aeronautics Command also serves as a specific internal regulation, the Instruction of the Aeronautical Command (ICA) 12-16/2007, which deals with the management and training in flight simulator in Brazil and abroad. This instruction provides that the needs of each Military Organization are forwarded to the respectable General Commands, Departments and GABAER, in order to be condensed and analyzed according to the real need of the respective Military Organization.



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

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

4.5. With these trainings, the aeronautical militiamen, the Board of Aviation Officers, will be prepared to face adverse situations, aiming at the safety of operations on board aircraft.

4.6. Without prejudice to clause 3 above, in relation to the total hours to be contracted, the training and operational maintenance program of pilots of the Brazilian Air Force provides annually for the training of VH-35 pilots with 36 (thirty-six) simulator hours, and emergency training on said aircraft with 12 (twelve) hours of simulator. Considering that each training session will always be held for three pilots, the initial training of 03 (three) VH-35 pilots will require 36 (thirty-six) simulator hours. In order to continue the operability of the Squadron, it will take another 66 (sixty-six) hours for emergency training for 11 (eleven) pilots, who are already crew members of the VH-35 aircraft. In addition, it is worth noting that the hiring on screen aims to contemplate the turnover of pilots who are crowded in GABAER, considering the natural movement of personnel that occurs annually in the Aeronautics Command (COMAER).

4.7. The continued service is customary for the Air Force Command, since it is necessary that the activity to be provided is through the contreatment of third parties permanently, given that the Brazilian Air Force does not have the flight simulator of the EC-135 aircraft in its collection.

4.8. In addition, it is contained in the Decentralized Execution Term No. 72/RFB/CELOG/2021, which has as its object the training, based on mutual interest, on a mutual collaboration basis, of Pilot Servers of the Brazilian Internal Revenue Service and military flight simulator instructors of the EC-135 aircraft, an annual demand of 66 (sixty-six) hours of training, distributed to up to 11 (eleven) irs students with 6 (six) hours each.

4.9. Thus, the contracting of the desired services is necessary to reduce the expenses in the initial training of pilots and to provide continuity to the training of these in the VH-35 aircraft (EC-135) of the Brazilian Air Force. Therefore, it is of paramount importance to hire to carry out the instruction of pilots, as well as to maintain the re-complementement of pilots aiming at the fulfillment of the transport mission of the Honorable Mr. President of the Federative Republic of Brazil.

## 5. ESTIMATED BUDGET



**5.1.** The estimated value, with lower cost, for the realization of the simulator service for the aircraft EC-135 is USD 200,657.40 (two hundred six hundred and fifty-seven U.S. dollars and forty cents) for training 03 pilots, free of charge for the training of 05 simulator instructors and operational training of 11 COMAER pilots and 11 pilots of the Brazilian Internal Revenue Service for 12 months of simulated contractual execution r type DRY.

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

## **6. BUDGET ALLOCATION**

**6.1.** The expenses arising from the contracting must be borne with the resources of the Nature of Expenditure 33.90.39, received by the CABW of the Aeronautical Command Action Plan based on the General Budget for the fiscal year.

## **7. ENFORCEMENT REGIME**

**7.1.** The constante service of this Basic Project must be contracted at the lowest price, and execution regime of "Contract by Unit Price".

## **8. CLASSIFICATION OF SERVICES**

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

**8.2.** It is worth mentioning that continued services are those whose interruption could compromise the fulfillment of the institutional mission, and, thus, it is necessary to perform them continuously so that the end-activity of the agency is ensured. Flight simulator training is essential for Brazilian Air Force pilots to be able to face adverse flight situations in order to fulfill the Special Transport mission.

**8.3.** The services to be contracted are in line with the assumptions of Decree No. 9,507, of 2018, constituting material activities accessory, instrumental or complementary to the legal competence area of the bidding body, not inherent to the functional categories covered by its respective plan of positions.

**8.4.** The provision of the services does not generate employment between the Employees of the Company and the Administration, sealing any relationship between them that characterizes personality and right subordination.



## **9. ENVIRONMENTAL SUSTAINABILITY CRITERIA**

**9.1.** Any installation, equipment or process, situated in a fixed place, which releases or emits matter into the atmosphere, by punctual or fugitive emission, used in the contractual execution, shall comply with the maximum emission limits of pollutants accepted in CONAMA Resolution No. 382, of 12/26/2006, and related legislation, according to the pollutant and the type of source, if it is located in Brazil, or related legislation, if it is located abroad.

**9.2.** In the contractual execution, as the case may be, the emission of noise may not exceed the levels considered acceptable by The NBR-10.151 Standard – Noise Assessment in Inhabited Areas aiming at the comfort of the community, the Brazilian Association of Technical Standards - ABNT, or those established in NBR-10.152 – Noise Levels for acoustic comfort, of the Brazilian Association of Technical Standards - ABNT, pursuant to CONAMA Resolution No. 01 of 03/08/1990, or related legislation, if it is located abroad

**9.3.** Pursuant to Article 4, § 3, of Normative Instruction SLTI/MPOG No. 1, of 19/01/2010, or standard relevant to the respective location of operation/maintenance of the aircraft, recycled aggregates shall be used in the contractual execution, whenever there is the supply of material tals, supply capacity and lower cost in relation to natural aggregates, inserting the corresponding costs in the price formation worksheet.

## **10. SPECIFICATION OF SERVICES**

**10.1.** The services will be carried out in the company's premises, in addition to the needs of the Brazilian Air Force.

**10.2.** The days to be made available will be working days, Saturdays and Sundays, according to the time sheet provided by the Company.

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

**10.4.** For training purposes, pilots must be able to perform maneuvers on the simulation equipment to cover the following aspects of the instruction:

**10.4.1.** flight preparation, including pre-flight inspections, engine operation and aircraft systems;

**10.4.2.** Scrolling and operations on the airport surface;



- 10.4.3.** Normal take-offs and landings, with crosswind and/or with some type of failure in the various aircraft equipment and systems (engine failure in flight, engine fire in flight, triggering of compensators, electrical failures, failures in the pressurization system, failures in the hydraulic system, etc.);
- 10.4.4.** Straight and level flight;
- 10.4.5.** Flight with or without autopilot;
- 10.4.6.** Ascents and curves on the rise;
- 10.4.7.** Descents with and without curves using high and low resistance settings;
- 10.4.8.** Maximum performance takeoffs (short track and overtaking obstacles);
- 10.4.9.** Flights with different speeds, from cruising to minimum controlled speed;
- 10.4.10.** Emergency procedures and malfunctions of aircraft equipment and systems;
- 10.4.11.** Air traffic circuits, including entry and exit procedures, proper operation of the MFD 'TERRAIN' mode for information on mountainous regions.
- 10.4.12.** Maneuvers with reference to the terrain;
- 10.4.13.** Autorotation;
- 10.4.14.** Approaches to the landing area with engine power idling and partial power;
- 10.4.15.** I plan for landing;
- 10.4.16.** Training capacity of instrument procedures (NDB, VOR, RNAV and ILS);
- 10.4.17.** Control of the plane and maneuvers through external visual references.
- 10.4.18.** Training of lost uptake;
- 10.4.19.** Forced landing procedures, initiated from: a take-off, during the initial ascent, from the cruise flight and from the descent and landing transit;





- 10.4.20. Recovery of the aircraft from a stall or from the entered in an abnormal attitude;
- 10.4.21. Recognition and management of threats and errors;
- 10.4.22. Pre-flight procedures, including weight determination and balancing, inspections and aircraft services;
- 10.4.23. Operations in aerodromes and traffic circuits, precautions and procedures relating to collision prevention;
- 10.4.24. Operation in confined areas, football fields, parking lots and clearings;
- 10.4.25. Aircraft control through external visual references;
- 10.4.26. Normal and wind-winded take-offs and landings;
- 10.4.27. Flight in low critical velocities
- 10.4.28. Flight at high critical speeds and spiral sting output;
- 10.4.29. Maximum performance takeoffs (short runway and overtaking obstacles), short runway landings;
- 10.4.30. Basic flight maneuvers and abnormal attitude recovery by reference only of basic flight instruments;
- 10.4.31. Navigation flight through visual references, estimated navigation and with the aid of radio navigation;
- 10.4.32. Emergency operations, including simulated aircraft equipment failures;
- 10.4.33. Operations with origin, destination or transit by controlled aerodromes, complying with the procedures of air traffic control services and the procedures and phraseology of radio-communication; and
- 10.4.34. Procedures and phraseology for communications.

## **11. METHODOLOGY FOR EVALUATING THE IMPLEMENTATION OF SERVICES**

**11.1.** Services should be performed on the basis of the minimum parameters to be established:



- 11.1.1. Full operation of 3D screens;
- 11.1.2. Complete operation of the trainer panel your commands;
- 11.1.3. Motion operation to execute the instruction in FFS (Full Flight Simulator);
- 11.1.4. Operation of all aircraft instruments;
- 11.1.5. Banco of updated GPS data with the procedures in force of national and international airports;
- 11.1.6. Full autopilot operation.
- 11.1.7. Operation of aircraft systems in accordance with *the Quick Reference Handbook (QRH)*; and
- 11.1.8. Operation of all aircraft displays.

**11.2.** The Company, in case of malfunction of the equipment during the execution of the service, shall make efforts to resolve the imperfections within a maximum of 24 hours, and must reallocate the planned schedules to the Brazilian Air Force, in coordination with the oldest officer of the crew, until the specific date of return of the crew members in training, in order to avoid further harm to the instruction.

**11.3.** In case of irregularity ("breakdown") in the simulator that makes it impossible to finish the training of the scheduled hours, the counting will be interrupted and only the hours used will be received.

**11.4.** For receipt must be evaluated:

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

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

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

**11.5.** The CONTRACTOR must make the location and equipment of the simulator available in good cleaning and storage conditions.

**11.6.** The training and services will be provided upon demand of the Special Transport Group and confirmation of availability of slots by the Company.



## **12. EXECUTION OF THE SERVICES AND THEIR RECEIPT**

**12.1.** The execution of the services will begin with the signing of the contract, as follows:

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

**12.3.** The term may exceed the financial year, provided that the expenses related to the contracting are fully committed until December 31, for the purpose of registration in leftovers payable, according to Normative Guidance AGU No. 39, of 13/12/2011.

**12.4.** The services 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 corrected/ redone / replaced in the period set by the contract inspector, at the expense of the Contractor, without prejudice to the application of penalties.

**12.5.** The services that are subject to the CONTRACT must be received by COMREC in accordance with the specifications established in the BASIC PROJECT.

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

**12.6.1.** Ensure that the Contractor will follow the denrollment of all services that are the subject of the BASIC PROJECT;

**12.6.2.** Receive or reject the services according to the specifications described in the BASIC PROJECT within 15 (fifteen) calendar days.

**12.6.3.** Once approved, invoices will be sent to CABW's Contitus Division, accompanied by the Terms of Receipt in 5 (five) days. If there are discrepancies, the invoice must be returned to the Company, so that the necessary corrections can be made, with a letter explaining the reasons for the return; and

**12.6.4.** During the performance of the contract, all proposals, questions, discrepancies and difficulties encountered during the performance of the CONTRACT or that require an evaluation must be submitted to the SUPERVISORY Board, for consideration by the Head of CABW.

## **13. LIABILITIES**

**13.1.** Contractor'S OBLIGATIONS:



**13.1.1.** Provide all the conditions that enable the Company to perform the services, in accordance with the provisions of the CONTRACT;

**13.1.2.** Require compliance with all obligations assumed by the Company, in accordance with the provisions contained in the BASIC PROJECT, the CONTRACT and the terms and conditions of its proposal;

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

**13.1.4.** Notify the Company in writing of the occurrence of any irregularities during the execution of the services and set a deadline for its correction;

**13.1.5.** Pay the Company the amount due for the provision of services, as set forth in the CONTRACT by receiving and accepting an invoice; and

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

## **13.2. OBLIGATIONS OF THE CONTRACTOR:**

**13.2.1.** Perform the services according to the specifications provided in the BASIC PROJECT and its proposal, with the necessary resources for full compliance with the provisions of the CONTRACT in comment;

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

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

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

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



**13.2.6.** Bear the civil responsibilities for any and all material damages to the Brazilian Nation and for damages caused by action or omission by contract employees, workers, agents or representatives of the Company;

**13.2.7.** Use, in accordance with the OBJECT of this Basic Projectile, qualified employees in compliance with current standards and regulations;

**13.2.8.** prohibit, during the performance of the services, the use of officials related to public office, positions of trust or part of the Commission in CABW;

**13.2.9.** Provide all personal, work, equipment, materials, tools, supervision, management, training / certifications and services, except as expressly appointed by the CONTRACTOR, and perform all necessary actions related to or caused and perform and provide the strengths described in the contract;

**13.2.10.** Responsibility for all labor, social, social, social security, tax and other obligations provided for in the specific legislation, whose default does not transfer responsibility to the CONTRACTOR;

**13.2.11.** Do not transfer to third parties any liability connected with the obligations assumed, even in case of subcontracting, if approved by the CONTRACTOR;

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

**13.2.13.** Provide all clarifications requested by the Contractor, immediately investigating the complaints;

**13.2.14.** Total or partial failure of the responsibilities assumed by the Company may result in the application of administrative penalties, established in the CONTRACT, including fines and even culminating in the termination of the contract;

**13.2.15.** Ensure the CONTRACTOR the right to promote inspection in its facilities with its technical corp and / or the technical staff available in the Aeronautical Command, during the term of the Contract, in order to prove the full training for the execution of the contracted services, upon prior authorization of the CONTRACTOR, and CONTRATADA should schedule the inspection within 48 hours;

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



- 13.2.16.1. Equipment used;
- 13.2.16.2. Number of hours of training;
- 13.2.16.3. The squad that performed the training;
- 13.2.16.4. The date and time that the training took place; and
- 13.2.16.5. The signature of the crew that conducted the training.

## **14. SUBCONTRACTING**

14.1. Subcontracting the object of this Basic Project will not be allowed.

## **15. SUBJECTIVE CHANGE**

15.1. The merger, division or incorporation of the Company with/in another legal person is permissible, provided that all the qualification requirements required in the original bid are observed by the new legal entity, the other clauses and conditions of the contract are maintained, there is no prejudice to the performance of the agreed object and there is the agreement of the Administration to continue the contract.

## **16. SURVEILLANCE**

16.1. The TAX shall be an employee of the Administration, specifically appointed by the Administration, in accordance with the precepts established by Law No. 8,666/1993, ICA No. 65-8/2009 and ICA No. 12-23/2019, in order to monitor and inspect compliance with the contract to be executed.

16.2. The supervision of contractual execution consists in the verification of the conformity of the services and the availability of resources, ensuring the perfect application of the ajustes, to be carried out by the TAX.

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

16.4. Proper verification of contractual compliance must be carried out on the basis of the criteria set out in the BASIC PROJECT and in accordance with the contractual terms.

16.5. Contractual performance must be monitored and inspected, including monitoring the fulfilment of the obligations arising from the CONTRACT.



**16.6.** The inspection shall make appear in its records all events related to the execution of the CONTRACT, taking the necessary measures for full compliance with the contractual clauses. Measures exceeding their competence shall be notified to the competent authority in a timely manner.

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

## **17. ADMINISTRATIVE SANCTIONS**

**17.1.** For the application of administrative sanctions should be considered: the severity of the fault, the recidivism, the damage caused to the Public Interest and the damage caused to the Administration.

**17.2.** Failure to comply with the CONTRACT as a whole or in part or any breach of the obligations contained in the CONTRACT and this Notice, shall subject the Company, without prejudice to other civil and criminal penalties, to any damages and resources available to the contractor' s contract, pursuant to the CONTRACT or applicable law, ensuring due process of law, the following penalties:

**17.2.1.** Warning is the administrative penalty applied when the Company infringes, for the first time, obligations applicable to the delay in contractual deadlines or presentation of invoice with incurment, or even by non-compliance with inspection guidelines within 48 (forty-eight) hours, counted from the notification by the SUPERVISORY. For a warning application, a PAAI must be instructed.

**17.2.2.** The Warning should not be proposed for cases of recidivism in the same kind of non-compliance with contractual obligation.

**17.2.3.** The fines referred to in item II, of Art. 87 (fine for total or partial non-execution of the contract), of Law No. 8,666/93, may be defined and applied:

**17.2.3.1.** A fine may be imposed for partial non-execution of the adjustment in the amount of 0.2% of the contract value, if the Company descomptes any condition adjusted in the CONTRACT;

**17.2.3.2.** When the Company causes the termination, the fine for total failure to perform the adjustment of 10% (ten percent) of the updated value of the



CONTRACT will be applied, without prejudice to the late payment fine or other penalties of Art. 87 of Law No. 8,666/93.

**17.3.** Provided the prior defense of the interested party, within 5 (five) working days, the fine for total or partial non-execution of the CONTRACT may be applied, together with the other administrative sanctions provided for in items I, III and IV, of art. 87, of Law No. 8,666/93.

**17.4.** CABW shall inform the Company of the amount to be collected, exhausted all administrative resources and the right of broad defense, and the CONTRACTOR must decollect the value of the installments due.

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

**17.5.** After the actions mentioned in the preceding items, if the refusal to pay the fine persists, the Expenses Payer (holder or delegate) of CABW, as the case may be, will forward the case to the Attorney General of the National Treasury (PGFN) for analysis and registration of the company sanctioned in Active Debt of the Union (DAU) and/or initiate judicial execution, depending on the value involved.

**17.6.** The application of a fine does not exclude the COMPANY from the compensation of any damages, losses and losses that its punishable act may result in the Administration, nor does it exclude the possibility of imposing other administrative penalties.

**17.7.** The fines provided for in the preceding items will be appealed within five (5) working days.

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

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

**17.8.1.1.** failure to comply with the time limit set for corrective action when the warning sanction is imposed; and

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

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

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





**17.8.2.2.** in the process of the unenforceability of the prices offered themselves;

**17.8.2.3.** In the appeal manifestly deprecatory.

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

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

**17.8.3.2.** In the absence of a contractual guarantee, pursuant to the tender notice;

**17.8.3.3.** In the recurrence of the practice of unlawful sanctionable in the form of items 17.8.1 and 17.8.2 of this item, in a period of less than 24 (twenty-four) months;

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

**17.8.3.5.** In the application of two administrative penalties for adverb and one fine, within the comaer, within 12 (twelve) months, without the supplier having adopted the corrective measures within the period determined by the Administration; and

**17.8.3.6.** In the application of two administrative penalties of fine under the COMAER, in the course of 12 (twelve) months, without the supplier having adopted the corrective measures within the period determined by the Administration.

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

**17.8.4.1.** When the Company without reason delays the execution of the service, which implies a contractual termination;

**17.8.4.2.** When the Company does not pay/pay the fine within the established period, in situations where it is not possible to de-account its value of the guarantee or credits arising from executed installments;

**17.8.4.3.** In the recurrence of the practice of sanctionable default in the form of item da 15.8.3 in a period of less than 36 (thirty-six) months.



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

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

**17.8.5.2.** In the presentation of "frauds", "tampered", "false" or "falsified" documents;

**17.8.5.3.** In issuing a "false statement";

**17.8.5.4.** In the final conviction for the wrong practice of tax fraud in the collection of taxes related to the contract;

**17.8.5.5.** In the stoppage of the service without due reason and without prior communication to the Administration;

**17.8.5.6.** In the delivery of "counterfeit" or "adulterated" material, using tricks to deceive the Administration;

**17.8.5.7.** In the contractual non-execution resulting in serious damage to the Administration; and

**17.8.5.8.** In the recurrence of the practice of sanctionable default in the form of item 17.8.4 in a period of less than 48 (forty-eight) months.

**17.9.** For the purpose of the provisions of this Notice, with regard to the application of the administrative sanction of temporary suspension of participation in bidding and impediment to contratar with the Administration, the term "Administration" refers to the COMAER.

**17.10.** It is understood that failure to perform the CONTRACT does not complete the provision of the service in accordance with the technical specifications contained in this Notice.

**17.11.** It means inodorous behavior, the intentional conduct of attempting to deceive or corrupt the Administration, or any of its agents, to gain undue advantage.

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

**17.12.1.** Have the company or professional suffered conviction defined by the practice, by means of tax, in the collection of any taxes;



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

**17.12.3.** The Administration will find that the company or professional does not have the suitability to hire due to illegal acts committed; or

**17.12.4.** Finding by the Court of Auditors of the Union of the occurrence of proven fraud to the bidding.

**17.13.** The criteria for the Declaration of Iniquity, which may not exceed five (5) years under current legislation, shall be forwarded to COJAER for further referral to the Minister of State for Defence. Rehabilitation for this sanction may be requested by the interested party after 2 (two) years of its application.

**17.14.** In the act of Declaration of Iniquity will be suggested the application of the sanction that should indicate in the respective PAAI, for the purpose of rehabilitation of the supplier, the amount to be reimbursed, with the legal acronyms due and any obligations.



## 18. ANNEXES

The following annexes are an integral part of this Basic Project, even though they are not transcribed:

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

Brasilia, March 7, 2022.

### PREPARED BY

VINICIUS IRINEU CAMPOS Capt  
Head of the Subsection of Training Contracts of the GTE

RÓDILY FERNANDES PAZ Capt  
Head of Planning, Budget and Management Advisory of the GTE

PAULO VITOR TEIXEIRA GERMANO DE AGUIAR Maj  
Head of the Operations Section of GTE-3

### APPROVED BY

I, Lt. Col. WALLACE GONÇALVES TEIXEIRA, Expenses Authorizing of the Special Transport Group, approve this Basic Project and Annexes, motivated by the above in its section 2, and wash this statement that goes by me signed.

---

WALLACE GONÇALVES TEIXEIRA Lt. Col.  
Expense Payer of GTE



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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**MINISTRY OF DEFENSE  
BRAZILIAN AIR FORCE  
ESPECIAL TRANSPORT GROUP**

**ANNEX A - BASIC PROJECT 001/SSCC/GTE/2022**

**TECHNICAL SPECIFICATION**

1. Type of equipment – airplane:  
**Aircraft flight simulator EUROCOPTER EC 135 P2+, Dual Pilot, CPDS**
2. Category:  
**FFS EUROCOPTER EC 135 P2+ - Level D**
3. “Number of axles”:  
**3 (three) axles**
4. Degrees of simulator liberty”:  
**6 (six) degrees of simulator liberty**
5. Visual conditions - Day/ Night (Both):  
**Day/ Night (Both)**
6. Period of training”:  
**DEC 2022 a DEC 2023**
7. Operational capacity VFR/IFR required:  
**VFR and IFR required.**
8. Dry or wet training:  
**DRY training.**
9. Flight training device necessity:  
**No**
10. Number of flight simulator training hours per training period:  
**180 hour simulator training – DRY  
05 IOS (free of charge)**



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

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**MINISTRY OF DEFENSE  
BRAZILIAN AIR FORCE  
ESPECIAL TRANSPORT GROUP**

**ANNEX D - PHYSICAL-FINANCIAL SCHEDULE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>Unit VALUE (\$)</b>	<b>Deadline for Execution</b>	<b>Deadline for Payment</b>
<b>01</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	180 hours	1.114,76	<b>(*) D + 12 months</b>	<b>(**) D + 30 days</b>
	<b>TOTAL</b>		<b>200.657,40</b>		

**\*D = Date of Signing the Contract**

**\*\*D= Date of Receipt of NF**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>VALUE (\$)</b>	<b>Deadline for Execution</b>	<b>Deadline for Payment</b>
<b>01</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	12 hours	13.377,12	<b>FEB 2023</b>	<b>MAR 2023</b>
<b>02</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	48 hours	40.131,36	<b>MAR 2023</b>	<b>APR 2023</b>
<b>03</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	18 hours	20.065,68	<b>APR 2023</b>	<b>MAY 2023</b>
<b>04</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	12 hours	13.377,12	<b>MAY 2023</b>	<b>JUNE 2023</b>
<b>05</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	12 hours	13.377,12	<b>JUL 2022</b>	<b>AGO 2022</b>
<b>06</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	48 hours	53.508,48	<b>SET 2022</b>	<b>OUT 2023</b>
<b>07</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	18 hours	20.065,68	<b>OUT 2023</b>	<b>NOV 2023</b>
<b>08</b>	Flight Simulator Training from Aeronave VH-35 (EC-135) (DRY)	12 hours	13.377,12	<b>NOV 2023</b>	<b>DEC 2023</b>

		<b>TOTAL</b>		<b>200.657,40</b>	
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**The execution phase of the contract is subject to the appointments of the Air Unit of the crew and can be modified during the execution of the contract according to the need for training and financial forecasting.**

Brasilia, March 08, 2022.

PREPARED BY

VINICIUS IRINEU CAMPOS Capt  
Head of the Subsection of Training Contracts of the GTE

RÓDILY FERNANDES PAZ Capt  
Head of Planning, Budget and Management Advisory of the GTE

PAULO VITOR TEIXEIRA GERMANO DE AGUIAR Maj  
Head of the Operations Section of GTE-3

**APPROVED BY**

---

WALLACE GONÇALVES TEIXEIRA Lt. Col.  
Expense Payer of GTE



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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