



**MINISTRY OF DEFENSE
AERONAUTICS COMMAND
GRUPO DE TRANSPORTE ESPECIAL**

TERMS OF REFERENCE

Legal Basis: Prepared based on the premises contained in Article 1 of Annex III of GM-MD Ordinance 5,175, dated December 15, 2021.

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1. PREAMBLE

1.1. This Terms of Reference aims to present the set of necessary and sufficient elements, with an adequate level of precision, to characterize the specifications for the hiring of Flight Simulator Training for the EMB-190/195 aircraft, for a period of 12 months, with the possibility of extensions up to a limit of 60 months.

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

2. DEFINITIONS

2.1. In order to facilitate the understanding of terminology and simplify the text, the following abbreviations and expressions, followed by their subsequent definitions, have been adopted:

2.1.1. COMAER – Aeronautics Command;

2.1.2. COMREC – Product and Service Receipt Committee;

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

2.1.4. CONTRACTING PARTY – Aeronautics Commission in Washington D.C.;

2.1.5. CA – Aeronautics Command Instruction;

2.1.6. INSPECTOR – Individual or committee representing the CONTRACTING PARTY to oversee and inspect the execution of the contractual instrument and additional orders issued by the Union, in all its aspects;

2.1.7. PAG – Administrative Management Process;

2.1.8. PAAI – Formal internal administrative procedure consisting of the record of all acts and the investigation of administrative facts, necessary for the proper clarification and judgment by the Competent Authority, allowing them to instruct the due legal process, resulting in the application or non-application of administrative penalties as provided by law (ICA 12-23/2019).

2.1.9. RECEIPT CERTIFICATE – Document issued by COMREC certifying and accepting the services performed.



3. OBJECT

3.1. Hiring of the service for leasing 280 hours of "DRY" training in the flight simulator equipment of the VC-2 (EMB 190/195) aircraft, aiming to meet the needs of COMAER in accordance with the Technical Sheet, Annex A1, under the conditions, quantities, and requirements established in this instrument, and the table below:

ITEM	ODGSA	HOURS	AIRCRAFT	CATEGORY	TYPE	UNIT REFERENCE VALUE (USD)	TOTAL REFERENCE VALUE (USD)
1	GABAER	280	VC-2 (EMB-190/195)	D	DRY	476,25	133.350,00

3.2. It is worth noting that the "DRY" type of training, as presented in the Technical Sheet, means that the CONTRACTED company should only rent the simulator hours, as the instructors will be the pilots themselves from the Brazilian Air Force aviation team, after completing the simulator operation course provided by the CONTRACTED company.

3.3. Considering the complexity of avionics and emergencies associated with the aircraft, the simulator for pilot training must be certified as a Full Flight Simulator (FFS), with a minimum acceptable level of "D". The qualification of Flight Simulator Training Devices (FSTD) aims to verify their performance and realism characteristics, as well as classify them into 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 as stipulated in the Instruction and Operational Maintenance Programs of the subordinate air units.

3.4. The simulator must be approved by ANAC (National Civil Aviation Agency), the FAA (Federal Aviation Administration), or the EASA (European Union Aviation Safety Agency), or by official foreign civil aviation regulatory agencies that are homologous to ANAC, internationally recognized, and have a qualification system for Flight Simulator Training Devices (FSTD) to verify their performance and realism characteristics, as well as classify them into 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. Only devices with certification granted by ANAC can be used to generate flight hours credits for pilot training, as provided for in RBAC 61 (Brazilian Civil Aviation Regulation).

3.5. To ensure approval by ANAC, the BIDDER may verify its qualification through the website:



<https://www.anac.gov.br/assuntos/setor-regulado/empresas/simuladores-de-voo-fstd/arquivos/Simulador.xls>.

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

3.7. To ensure approval by the EASA, the BIDDER may verify its qualification through the EASA website: <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. To ensure approval by official foreign civil aviation regulatory agencies that are homologous to ANAC, the BIDDER may verify its qualification through the respective regulatory agencies' websites.

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

3.10. It is noted that the execution of services under this Terms of Reference must comply with the laws and regulations determined by the United States government, the district, and the state where the facilities are located.

4. JUSTIFICATION

The Special Transportation Group has the mission of ensuring the air transportation of the President of the Republic, the Vice-President, State Ministers, and high national and foreign authorities, as well as carrying out Mercy Missions, using the Airborne Intensive Care Unit equipment of COMAER and missions in support of other COMAER organizations, as determined by the Air Force Commander. The VC-2 (EMB 190-195) is one of the aircraft used in fulfilling this regulatory mission.

4.1. The Aeronautics Command relies on a specific internal regulation, Aeronautics Command Instruction (ICA) 51-1/2020, which addresses the Instruction and Operational Maintenance Program of the Special Transportation Group, and it requires flight simulator training for its pilots as a fundamental requirement.

4.2. The Aeronautics Command also relies on a specific internal regulation, Aeronautics Command Instruction (ICA) 12-16/2007, which deals with the management and flight simulator training in Brazil and abroad. This instruction stipulates that the needs of each Military Organization should be sent to the respective General Commands, Departments, and GABAER to be condensed and analyzed according to the real requirements of each Military Organization.



4.3. CABW is an organization of the Aeronautics Command responsible for acquiring and contracting, outside the country, military and defense goods and services intended for the final use of Military Organizations of COMAER that are not manufactured or repaired by companies headquartered in the national territory. The procurement of the intended service is necessary because there are not sufficient technical requirements in Brazil to meet equivalent application standards and suitable specifications for their intended purpose, as per Article 17 of Annex III of the GM-MD Ordinance 5.175, dated December 15, 2021.

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

4.5. Furthermore, the use of flight simulators provides fuel savings and reduces aircraft cell hours, directly impacting the cost of training and the environmental impact generated by fuel consumption.

4.6. With the mentioned training, the Air Force personnel, from the Aviator Officer Corps, will be prepared to face adverse situations, aiming at the safety of onboard operations.

4.7. Without prejudice to the provisions of clause 3 above, in relation to the total hours to be contracted, the training and operational maintenance program for Brazilian Air Force pilots foresees the provision of the contract service for 280 (two hundred and eighty) simulator training hours annually, for the VC-2 aircraft (EMB 190/195), in order to supply the training of 03 (three) pilots, emergency training for 21 (twenty-one) pilots, and operational elevation training for 04 (four) Special Transportation Group (GTE) pilots.

4.8. Furthermore, it is worth noting that the present contract aims to accommodate the rotation of pilots stationed at GABAER, considering the natural personnel turnover that occurs annually in the Aeronautics Command (COMAER).

4.9. The continuous service is customary for the Aeronautics Command since the activity to be provided needs to be contracted from third parties on a permanent basis, considering that the Brazilian Air Force does not have the VC-2 (EMB-190/195) aircraft flight simulator in its inventory.

4.10. Therefore, the hiring of the intended services is necessary to reduce expenses in the initial training of pilots and to provide continuity in the training of these pilots on the VC-2 (EMB-190) aircraft of the Brazilian Air Force. Thus, it is of paramount importance to contract pilot training and maintain pilot recertification to fulfill the mission of transporting the President of the Federative Republic of Brazil.

5. ESTIMATED BUDGET



5.1. The estimated, lowest cost for the simulator service for the VC-2 (EMB190/195) aircraft is USD 133,350.00 (one hundred and thirty-three thousand three hundred and fifty US dollars and zero cents) for the training of 03 (three) pilots, emergency training for 21 (twenty-one) pilots, and operational elevation training for 04 (four) Special Transportation Group (GTE) pilots, for 12 months of contractual simulator operation of the DRY type.

5.2. The estimated number of hours included in this Terms of Reference implies no obligation on the part of the CONTRACTING PARTY.

6. BUDGETARY ALLOCATION

6.1. The expenses arising from the contract should be funded with resources from the Expense Nature 33.90.39, received by CABW from the Aeronautics Command's Action Plan based on the General Budget for the fiscal year.

7. EXECUTION REGIME

7.1. The service under this Terms of Reference should be contracted for the lowest price, and the execution regime is "Unit Price Contract.

8. SERVICE CLASSIFICATION

8.1. The service to be contracted falls under the category of continuous service, as defined in Article 15 of IN-SLTI No. 05/2017 and in item 1.1 of this Terms of Reference.

8.2. It is worth noting that continuous services are those whose interruption could compromise the fulfillment of the institutional mission, and, therefore, their execution in a continuous manner is necessary to ensure the operation of the core activity of the organization. Flight simulator training is essential for Brazilian Air Force pilots to be prepared to face adverse flight situations to fulfill the Special Transportation mission.

8.3. The services to be contracted fall within the assumptions of Decree No. 9,507, 2018, constituting material activities ancillary, instrumental, or complementary to the legal competence area of the contracting entity, not inherent to the functional categories covered by its respective job structure.

8.4. The provision of services does not establish an employment relationship between the employees of the Contractor and the Administration, and any relationship that characterizes personalization and direct subordination is prohibited.

9. ENVIRONMENTAL SUSTAINABILITY CRITERIA



9.1. Any facility, equipment, or process, located in a fixed location, that releases or emits substances into the atmosphere, by point or fugitive emissions, used in the contractual execution, must comply with the maximum emission limits allowed in CONAMA Resolution No. 382, of 12/26/2006, and related legislation, according to the pollutant and type of source, if located in Brazil, or related legislation if located abroad.

9.2. In the contractual execution, as applicable, noise emissions must not exceed the levels considered acceptable by the NBR-10,151 – Noise Assessment in Inhabited Areas for Community Comfort, of 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, in accordance with CONAMA Resolution No. 01, of 03/08/1990, or related legislation, if located abroad.

10. SERVICE SPECIFICATIONS

10.1. The services will be performed at the Contractor's facilities, as required by COMAER.

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

10.3. The Contractor must perform the service using the materials and equipment necessary for the proper execution of the services to be provided, as per Annex A1 (Technical Sheet).

10.4. For the purposes of "DRY" type training, the instructors will be the Air Force aviators themselves.

10.5. The simulation equipment must provide scenarios of the Brazilian territory and, indispensably, the SBRJ airport.

10.6. For training purposes, pilots can perform the following maneuvers on the simulation equipment:

10.6.1. Pre-flight preparations, including pre-flight inspections, engine operation, and aircraft systems;

10.6.2. Taxiing and surface operations at the airport;

10.6.3. Normal takeoffs and landings, crosswind takeoffs and landings, and takeoffs and landings with various equipment and system failures (engine failure during flight, engine fire during flight, compensator discharge, electrical failures, pressurization system failures, hydraulic system failures, etc.);

10.6.4. Maximum performance takeoffs (short runway and obstacle clearance);

10.6.5. Flight with or without autopilot;



- 10.6.6. Air traffic circuits, including entry and exit procedures, proper functioning of the "TERRAIN" mode on the MFD for mountainous region information;
- 10.6.7. Straight and level flight;
- 10.6.8. Aircraft control and maneuvers using external visual references;
- 10.6.9. Climbs and climbing turns;
- 10.6.10. Descents with and without turns using high and low drag configurations;
- 10.6.11. Flights at different speeds, from cruising speed to minimum controlled speed;
- 10.6.12. Flight at low critical speeds, recognition and recovery from pre-stall, full stall, and spin;
- 10.6.13. Flight with asymmetrical power;
- 10.6.14. Emergency procedures and equipment and system malfunctions;
- 10.6.15. Air traffic circuits, including entry and exit procedures, collision avoidance, and aircraft wake turbulence;
- 10.6.16. Instrument approach training (NDB, VOR, RNP APCH, RNP AR, and ILS);
- 10.6.17. Low-visibility takeoff training (LVTO);
- 10.6.18. Training using the HUD/HGS;
- 10.6.19. CAT IIIA approach training (using HGS - HUD A3);
- 10.6.20. Approaches to the landing area with the engine at idle, partial power, and single-engine operation;
- 10.6.21. Gliding for landing;
- 10.6.22. Missed approaches from final approach to the aircraft touching down on the runway in various flight configurations, including turns;
- 10.6.23. Instrument procedures training under CAT II and CAT III conditions;
- 10.6.24. Forced landing procedures initiated from takeoff, during initial climb, from cruise flight, and from descent and landing traffic;
- 10.6.25. Stall entries from various attitudes and power combinations with recovery initiated at the first indication of a loss and full stall recovery;
- 10.6.26. Aircraft recovery from a stall or from an abnormal attitude entry;
- 10.6.27. Threat and error recognition and management;
- 10.6.28. Aerodrome operations and traffic patterns; collision avoidance precautions and procedures;
- 10.6.29. Flight at low critical speeds, recognition, and recovery from pre-stall, full stall.
- 10.6.30. Landing on short runways;
- 10.6.31. Basic flight maneuvers and recovery from abnormal attitudes with reference only to basic flight instruments;



- 10.6.32. Navigation flight using visual references, estimated navigation, and radio navigation aid;
- 10.6.33. Emergency operations, including simulated aircraft equipment failures;
- 10.6.34. Operations to, from, or through controlled airports, complying with air traffic control procedures and radio communication phraseology;
- 10.6.35. Training capability for RNP AR procedures at the SBRJ location;
- 10.6.36. Low-visibility takeoff training (LVTO);
- 10.6.37. Procedures and phraseology for communications.

10.7. The continuous service is customary for the Brazilian Air Force since the activity must be provided through permanent third-party contracting, considering that the Brazilian Air Force does not possess a flight simulator for the VC-2 (EMB 190/195) aircraft in its inventory.

10.8. The initial contract duration will be 12 months, extendable up to a maximum of 60 months, as per Art. 115 of Annex III, GM-MD Ordinance 5.175, dated December 15, 2021.

11. METHODOLOGY FOR SERVICE PERFORMANCE EVALUATION

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

11.1.1. Full 3D screen functionality.

11.1.2. Complete functionality of the instructor's panel and its commands.

11.1.3. MOTION functionality for FFS (Full Flight Simulator) instruction execution.

11.1.4. Functionality of all aircraft instruments.

11.1.5. Up-to-date MCDU database with current procedures for Brazilian and international airports.

11.1.6. Complete autopilot functionality.

11.1.7. Aircraft system functionality in accordance with the Quick Reference Handbook (QRH).

11.1.8. Functionality of all aircraft displays.

11.2. In case of equipment malfunction during service execution, the CONTRACTOR must make efforts to resolve any issues within a maximum of 24 hours. They should reschedule appointments for the Brazilian Air Force in coordination with the senior crew member, ensuring no significant disruption to training.



11.3. If any irregularity (fault) in the simulator prevents the completion of scheduled training hours, the counting of hours will be paused, and only the hours used will be received.

11.4. For acceptance, the following should be evaluated:

11.4.1. Compliance with scheduled times, checking for any delays by the CONTRACTOR that could affect the Administration.

11.4.2. Recurrent simulation system issues that could interfere with training.

11.4.3. The suitability of the equipment for the requirements specified in this document.

11.5. The CONTRACTOR must ensure that the location and simulator equipment are in good, clean, and well-maintained condition.

11.6. The training and services will be provided based on demand from the Special Transportation Group and confirmation of slot availability by the CONTRACTOR.

12. EXECUTION OF SERVICES AND ACCEPTANCE

12.1. The execution of services will begin upon contract signing as follows:

12.2. The contract term will be 12 (twelve) months from the date of signing. The validity can be extended for an additional 12-month period, by agreement between the parties, if it is in the interest of the CONTRACTING PARTY, up to a maximum of 60 months.

12.3. The term may exceed the fiscal year, provided that the expenses related to the contract are fully committed by December 31 for the purpose of recording them as outstanding liabilities, as per AGU (Advocacia-Geral da União) Normative Orientation No. 39 of December 13, 2011.

12.4. Services may be rejected, in whole or in part, if they do not conform to the specifications outlined in this Terms of Reference and in the proposal. They should be corrected, redone, or replaced within the timeframe established by the contract supervisor, at the cost of the CONTRACTOR, without prejudice to the application of penalties.

12.5. The services covered by the contract must be accepted by COMREC in accordance with the specifications set forth in the Terms of Reference.

12.6. The RECEIVING COMMITTEE (COMREC) is responsible for:

12.6.1. Ensuring that the CONTRACTOR will follow the description of all the services covered by the Terms of Reference.



12.6.2. Receiving or rejecting the services in accordance with the specifications described in the Terms of Reference within 15 (fifteen) calendar days.

12.6.3. Once approved, the invoices will be sent to CABW's Contract Division, accompanied by the Receipt Certificate within 5 (five) days. If there are discrepancies, the invoice should be returned to the CONTRACTOR for necessary corrections, along with a letter explaining the reasons for the return.

12.6.4. During the contract execution, all proposals, questions, discrepancies, and difficulties encountered in the contract execution that require evaluation must be presented to the contract supervision for the Chief of CABW's review.

13. OBLIGATIONS

13.1. OBLIGATIONS OF THE CONTRACTING PARTY:

13.1.1. Provide all conditions that allow the CONTRACTOR to carry out the services in accordance with the provisions set forth in the contract.

13.1.2. Demand the fulfillment of all obligations assumed by the CONTRACTOR, in accordance with the provisions contained in the Terms of Reference, the contract, and the terms and conditions of their proposal.

13.1.3. Perform service supervision by agents of the Administration officially designated for this purpose, who will record any flaws found, indicating the day, month, and year, as well as the names of the individuals who may be involved, sharing such information with relevant authorities for any applicable action.

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

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

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

13.2. OBLIGATIONS OF THE CONTRACTOR:

13.2.1. Execute the services in accordance with the specifications provided in the Terms of Reference and their proposal, with the necessary resources to fully comply with the provisions of the CONTRACT.



13.2.2. Repair, correct, remove, or replace, at their own expense, in whole or in part, any activities that result from errors, failures, or defects, at the discretion of the Administration, by presenting a new methodology for analysis.

13.2.3. Ensure that their employees are adequately trained, licensed, and/or certified to operate the necessary systems or equipment for which licensed and/or certified individuals 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 by the contract.

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

13.2.6. Bear civil liabilities for any and all material damage to the Brazilian Nation and for losses caused by actions or omissions of contracted employees, workers, agents, or representatives of the CONTRACTOR.

13.2.7. Use, in accordance with the purpose of this Terms of Reference, qualified employees in compliance with current norms and regulations.

13.2.8. Prohibit, during the execution of services, the use of employees related to public positions, positions of trust, or part of the Commission at CABW.

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

13.2.10. Take responsibility for all labor, social, social security, tax, and other obligations provided for in specific legislation, the non-compliance of which does not transfer responsibility to the CONTRACTING PARTY.

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

13.2.12. Be responsible for any costs resulting from potential errors in the calculation of the quantity of items in their proposal, including variable costs associated with future and uncertain events.



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

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

13.2.15. Ensure the CONTRACTING PARTY's right to carry out inspections at its facilities with its technical staff and/or the technical staff available in the Brazilian Air Force, during the term of the Contract, to verify full capacity for the execution of the contracted services, with prior authorization from the CONTRACTING PARTY. The CONTRACTOR must schedule the inspection within 48 hours.

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

13.2.16.1. Equipment used.

13.2.16.2. Number of training hours.

13.2.16.3. The squadron that conducted the training.

13.2.16.4. The date and time of the training.

13.2.16.5. The signature of the crew that underwent the training.

14. SUBCONTRACTING

14.1. Subcontracting of the subject matter of this Terms of Reference will not be allowed.

15. SUBJECTIVE CHANGE

15.1. A merger, split, or incorporation of the CONTRACTOR into/with another legal entity is permissible, provided that the new legal entity complies with all the qualification requirements required in the original tender, maintains the other clauses and conditions of the contract, does not harm the execution of the agreed-upon subject matter, and has the express consent of the Administration to continue the contract.

16. SUPERVISION



16.1. The SUPERVISOR must be an employee of the Administration, specifically appointed by the Administration, in accordance with the precepts established by Law No. 14,133, ICA No. 65-8/2009, and ICA No. 12-23/2019, in order to monitor and inspect the contract's compliance.

16.2. The supervision of the contract's execution consists of verifying the conformity of services and resource availability, ensuring the perfect application of the adjustments to be carried out by the SUPERVISOR.

16.3. The representative of the contracting party must have the necessary experience to monitor and supervise the performance of the Contract.

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

16.5. Contractual performance must be monitored and inspected, including the monitoring of compliance with the obligations arising from the contract.

16.6. The inspection must record all events related to the execution of the contract and take the necessary measures to ensure the full compliance with the contract clauses. Measures that exceed its competence should be promptly reported to the competent authority.

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

17. ADMINISTRATIVE PENALTIES

17.1. When applying administrative penalties, the following factors should be considered: the seriousness of the breach, recidivism, the damage caused to the public interest, and the harm caused to the Administration.

17.2. Failure to comply with the contract in whole or in part, or any violation of the obligations under the contract and in this Notice, will subject the CONTRACTOR, without prejudice to other civil and criminal penalties, to any damages and remedies available to the contract by the CONTRACTING PARTY, under the terms of the contract or applicable law, ensuring due process, to the following penalties:

17.2.1. Warning is the administrative penalty applied when the CONTRACTOR breaches obligations related to delays in contract deadlines or submits an invoice with errors for the first time or fails to comply with the supervision's instructions within 48



(forty-eight) hours from notification by the supervision. The issuance of a Warning should be supported by an administrative proceeding (PAAI).

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

17.2.3. The fines referred to in Article 128 of Annex III of the GM-MD Ordinance 5.175, dated December 15, 2021, may be defined and imposed as follows:

17.2.3.1. A fine for partial non-performance of the agreement may be imposed in the amount of 0.5% (five-tenths of a percent) of the contract value if the CONTRACTOR fails to comply with any condition agreed upon in the contract; and

17.2.3.2. In the event that the CONTRACTOR causes the termination, a fine for total non-performance of the agreement in the amount of 10% (ten percent) of the updated contract value will be imposed, without prejudice to the late penalty or other sanctions provided for in Article 128 of Annex III of the GM-MD Ordinance 5.175, dated December 15, 2021.

17.3. Upon the right to prior defense, within 5 (five) business days, the fine for total or partial non-performance of the contract may be imposed, along with the other administrative sanctions provided for in items I, II, III, and IV of Article 128 of Annex III of the GM-MD Ordinance 5.175, dated December 15, 2021.

17.4. CABW shall inform the CONTRACTOR of the amount to be remitted after all administrative resources have been exhausted and the right to a full defense has been provided, and the CONTRACTING PARTY shall deduct the amount from the overdue installments.

17.5. After the actions mentioned in the previous items, if the refusal to pay the fine persists, the CABW's Expenses Officer (titular or delegated), as the case may be, shall forward the case to the Attorney General of the National Treasury (PGFN) for analysis and registration of the sanctioned company in the Federal Active Debt (DAU) and/or initiate judicial enforcement, depending on the amount involved.

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

17.7. An appeal may be filed within 5 (five) business days from the imposition of the fines provided in the previous items.



17.8. For total or partial non-performance of the contract, the Administration may, subject to prior defense, prohibit the contractor from contracting with the Administration, within the scope of the COMAER.

17.9. For the purpose of this Notice, with respect to the application of the administrative penalty of disqualification from contracting with the Administration, the term "Administration" refers to COMAER.

17.10. Failing to perform the CONTRACT shall be understood as not completing the service in accordance with the technical specifications contained in this Notice.

17.11. Unsuitable behavior is understood as the intentional conduct of attempting to deceive or corrupt the Administration or any of its agents to gain undue advantage.

17.12. The PAAI for the application of the Declaration of Unfitness shall be forwarded to the Minister of State for Defense, via the chain of command, and after the opinion of the Deputy Legal Advisory of the Air Force Command (COJAER), due to the exclusive competence of imposing the penalty by the Minister of Defense. The imposition of this penalty will occur in any of the following situations:

17.12.1. The company or professional has suffered a final conviction for the deliberate practice of tax fraud in the collection of any taxes;

17.12.2. The company or professional has committed an unlawful act aimed at frustrating the objectives of the bidding;

17.12.3. The Administration finds that the company or professional is not fit to contract due to unlawful acts committed; or

17.12.4. The Court of Auditors of the Union has established the occurrence of proven fraud in bidding.

17.13. The criteria for the Declaration of Unfitness, which shall not exceed 3 (three) years as per section III, Article 163 of Law 14.133/2021, shall be sent to COJAER for subsequent submission to the Minister of State for Defense. Rehabilitation for this penalty may be requested by the interested party after 2 (two) years from its imposition.

17.14. At the time of declaring Unfitness, the imposition of the penalty, indicating the amount to be reimbursed, with the legal increments due and any obligations, shall be suggested in the respective PAAI for the purpose of supplier rehabilitation.



ATTACHMENTS

The following attachments are an integral part of this Reference Document, even if not transcribed:

- ANNEX A1** – TECHNICAL SPECIFICATION;
- ANNEX B2, B3, B4, and B10** – MARKET RESEARCH;
- ANNEX B9** – INSTRUMENT OF RESULT MEASUREMENT (IMR); and
- ANNEX C** – PHYSICAL-FINANCIAL SCHEDULE.

Brasília, as per electronic signatures.

PREPARED BY

(electronically signed)

VINÍCIUS COSTA DE OLIVEIRA Capt Av
Head of the Capacity Contracts Subsection of GTE

(electronically signed)

RENAN DA SILVA DE SOUZA Capt Av
Head of the Planning, Budget, and Management Advisory of GTE

(electronically signed)

IGOR PINHO DE SOUZA Maj Av
Head of the Operations Section of GTE-1

APPROVED BY

I, Lt Col Av RODRIGO SIMÕES DE OLIVEIRA PINTO, Expenses Officer of the Special Transport Group, approve this Reference Document and Attachments, motivated by what is exposed in its section 2, and issue this declaration, which is signed by me.

(electronically signed)

RODRIGO SIMÕES DE OLIVEIRA PINTO Lt Col Av

Expenses Officer of GTE



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

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