



DEFENSE MINISTRY
BRAZILIAN AIR FORCE
AIRSPACE CONTROL DEPARTMENT
AIRSPACE CONTROL SYSTEM IMPLEMENTATION COMMITTEE

REFERENCE TERM No. 000.00.T02.TR.004.02



**ACQUISITION OF AIR TRAFFIC CONTROL (ATC) EQUIPMENT FOR
IMPLEMENTATION/MODERNIZATION OF SAGITARIO**

RIO DE JANEIRO, JANUARY 2024

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Reference: Arts . 12 to 24 IN SGD/ME No. 94/2022

1. GENERAL CONTRACTING CONDITIONS

1.1. Acquisition of Air Traffic Control (ATC) equipment for the implementation of the Advanced Air Traffic Information Management and Operational Interest Reporting System (SAGITARIO) at the Northeast Approach Control Center (APP-NE), for total modernization of the SAGITARIO at the Belo Horizonte (APP-BH) and São Paulo (APP-SP) Approach Control Centers and for the partial modernization of the SAGITARIO hardware at the Recife Area Control Centers (ACC-RE) and Curitiba (ACC-CW), in accordance with the guidelines established by the Department of Airspace Control (DECEA), in accordance with the table below, in accordance with the conditions and requirements established in this instrument and in its Annexes.

ITEM	SPECIFICATION			CATMAT	MEASURED UNIT	QUANT.	UNITARY VALUE (US\$)	AMOUNT (US\$)
	CFE	PART NUMBER	DESCRIPTION					
1		IER400B2	Thermal printer		UN	37	4,246.00	157,102.00
two		030-LP-CHS-S04	Longport Chassis		UN	10	4,190.00	41,900.00
3		030-LP-PCM-C13	Processor Card Module		UN	64	9,464.00	605,696.00
4		030-LP-ESM-S04	Ethernet Switch Module		UN	14	2,576.00	36,064.00
5		030-LP-PSM-S04	Power Supply Module		UN	24	882.00	21,168.00
6		070-10-BSGP-C04	Surveillance Gateway Processor Brigantine (SGP)		UN	25	25,221.00	630,525.00
7		RDPM-0010-B	Remote Display Processor Module		UN	238	6,500.00	1,547,000.00
TOTAL								3,039,455.00

1.2. The object of this contract does not qualify as a luxury good, according to Decree No. 10,818, of September 27, 2021 .

1.3. The goods subject to this contract are characterized as common, since their performance and quality standards can be objectively defined by the notice, through usual market specifications.

1.4. The duration of the contract is 343 (three hundred and forty-three) calendar days, counting from the date (T0) informed in the Service Order, extendable in accordance with article 111 of Law No. 14,133, of 2021.

1.4.1. The term encompasses the period intended for the execution of the contractual object, which is 210 (two hundred and ten) calendar days, plus a period of 15 (fifteen) calendar days for provisional receipt of the last event, 90 (ninety) calendar days for definitive receipt and plus 28 (twenty-eight) calendar days to make the final payment, in accordance with Law No. 14,133/2021.

1.5. Due to the specificity of the material to be acquired, as per the motivation detailed in the document “Reasons and Justifications n° 022/2023”, the acquisition will be carried out by the Brazilian Aeronautical Commission in Washington DC, headquartered at 1701 22nd Street, NW ZIP: 20008 - Washington, A.D

1.6. The bidding will be in the ELECTRONIC BID modality, under the lowest unit price regime, divided into items, as per the table in item 1.1 above, with the bidder being allowed to participate in as many items as they are interested in, observing the requirements contained in this Terms of Reference and its Annexes.

1.7. The contract provides greater detail on the rules that will be applied in relation to the duration of the contract .

2. DESCRIPTION OF THE SOLUTION AS A WHOLE CONSIDERED THE LIFE CYCLE OF THE OBJECT AND PRODUCT SPECIFICATION

2.1. This contract is justified to comply with the modernization communicated by the Airspace Control Department (DECEA), through message no. 167/DTSI/21449, of December 4, 2017 and Official Letter no. 43/DTIC/13569, of August 16, 2022, which presented meeting minutes No. 30/SDTE/2017 of August 9, 2017 and No. 26/SDTE/2022 of July 11, 2022, respectively. The documents cited established the diagonals of hardware modernization of the Data Processing and Visualization Systems (STVD).

2.2. In this context, it is necessary to modernize the hardware of the Advanced Air Traffic Information Management and Operational Interest Reporting System (SAGITARIO) of the following Control Centers:

2.2.1. Belo Horizonte Approach Control Center (APP-BH), which meets Target Index (IM) 21.038, whose objective is to “Update Hardware of STVD SAGITARIO of APP-BH”, with code PLANSET LOG10009;

2.2.2. São Paulo Approach Control Center (APP-SP), which meets Target Index (IM) 21.037, whose objective is to “Update Hardware of STVD SAGITARIO of APP-SP”, with code PLANSET LOG10020;

2.2.3. Recife Area Control Center (ACC-RE), which meets goal 19.040, whose objective is “Updating ACC-RE STVD SAGITARIO Hardware”, with PLANSET code LOG10002;

2.2.4. Curitiba Area Control Center (ACC-CW), which meets goal 19.039, whose objective is to “Update ACC-CW STVD SAGITARIO Hardware”, with code PLANSET LOG10015.

2.3. Additionally, it is necessary to implement SAGITARIO in the Northeast Approach Control Center (APP-NE), which meets goal 22.021, whose objective is to “Implement SAGITARIO in the Northeast APP”, with PLANSET code ATM08017, in compliance with DECEA letters No. 43/DPLN1/5910 and 111/DPLN1/11495, dated March 31, 2020 and July 30, 2021.

2.4. The definition of the quantity of goods that make up the ICT solution, as well as the requirements for each item to be supplied, are detailed in Technical Specification No. 000.00.T02.EP.063.01, Annex to this Terms of Reference.

2.5. In consideration of the sole paragraph of art. 1 of Decree No. 10,947/2022, the object of the contracting is provided for in CISCEA's Annual Acquisition and Contracting Planning 2023 (PAAC), available on the Brazilian Air Force (FAB) portal, [https://www2.fab.mil.br /paac/](https://www2.fab.mil.br/paac/) , as detailed below:

2.5.1. Region/Unit: Southeast Region - Rio de Janeiro (CISCEA);

2.5.2. Publication Date on the FAB Portal: 01/31/2023;

2.5.3. Object Planning Code in PAAC: CISCEA23MAT006.

3. RATIONALE AND DESCRIPTION OF THE NEED FOR HIRING

3.1. The Rationale for Contracting and its quantities is detailed in the specific Topic of Preliminary Technical Studies, contained in the process.

3.2. The ICT solution consists of the acquisition of equipment to replace obsolete equipment currently in use in the SAGITARIO of APP-BH, APP-SP, ACC-RE and ACC-CW. The solution will also provide the necessary equipment for the implementation of SAGITARIO in APP-NE, aiming to concentrate the operation of APP-RF, APP-NT, APP-MO and APP-FZ.

3.3. It is important to highlight that this equipment plays a vital role in the software used in SISCEAB Airspace Control, SAGITARIO, and has been operating uninterruptedly for more than 8 years in the APP and for more than 5 years in the ACC. Furthermore, the technology of these equipment has become obsolete over time, and many of them no longer have technical support or warranty from the manufacturers, resulting in a lack of spare parts on the market and the unfeasibility of maintenance and repair, representing a significant risk for SAGITARIO operations and the operational security of the system.

3.4. In short, the ICT solution consists of the acquisition of information technology equipment to meet the needs of CISCEA, as detailed, motivated, justified and quantified in the documents “Reasons and Justifications n° 022/2023”, “Technical Specification n° 000.00. T02.EP.063.00”, “Price Formation No. 000.00.T02.MC.002.00” and “Contracting Instructions No. 000.00.T02.IC.009.00”, contained in the process.

4. HIRING REQUIREMENTS

Business Requirements:

4.1. The object must be executed in full compliance with the provisions of Technical Specification No. 000.00.T02.EP.063.01, **Annex I** of this Terms of Reference.

Training Requirements

4.2. The provision of technical training in the use of resources related to the object of this contract is not part of the scope of the contract.

Legal requirements

4.3. This hiring process must comply with the Federal Constitution , Law No. 14,133/2021, SGD/ME Normative Instruction No. 94, of 2022 , SEGES/ME Normative Instruction No. 65, of July 7 , 2021 , Law No. 13,709, of August 14, 2018 (General Personal Data Protection Law – LGPD) and other applicable legislation;

Maintenance Requirements

4.4. Due to the characteristics of the solution, there is a need for maintenance (corrective/preventive/adaptive/evolutionary) to be carried out by the Contractor, aiming to maintain the availability of the solution, as detailed below:

4.4.1. Items 1 to 6: Warranty and technical support of at least 60 months to be provided by the manufacturer or authorized representative;

4.4.2. Item 7: Warranty and technical support of at least 36 months to be provided by the manufacturer or authorized representative.

4.4.3. Warranty and support contracts must be provided with the equipment;

4.4.4. Licenses and support must be registered/made available via email lic_sw@ciscea.gov.br;

4.4.5. All documentation proving licensing, technical support and warranty must be provided for the requested periods.

Temporal Requirements

4.5. Delivery of equipment must be carried out within the maximum period established in the following table, counting from receipt of the Goods Supply Order (OFB), issued by the Contracting Party, and may be extended, exceptionally, for up to the same period, provided that it is previously justified by the Contractor and authorized by the Contracting Party.

ITEM	DESCRIPTION	QTY	DEADLINE IN DAYS
1	Thermal Printer (Thermal Printer)	8 units	T0 + 120
		29 units	T0 + 210
two	Longport Chassis	7 units	T0 + 120
		3 units	T0 + 210
3	Processor Card Module	44 units	T0 + 120
		20 units	T0 + 210
4	Ethernet Switch Module	9 units	T0 + 120
		5 units	T0 + 210
5	Power Supply Module	16 units	T0 + 120
		8 units	T0 + 210
6	SGP Gateway	15 units	T0 + 120
		10 units	T0 + 210
7	Remote Display Processor Module (RDPM) (Remote Viewing Processing Module)	110 units	T0 + 120
		56 units	T0 + 165
		72 units	T0 + 210

Security and Privacy Requirements

4.6. The solution must comply with the principles and procedures listed in the Contractor's Information Security Policy.

4.7. The contractor must meet the requirements defined in this document and annexes.

4.8. The contractor must comply with the relevant standards, complying with the determinations of the Public Authorities, always keeping the equipment installation site clean and in the best safety conditions.

4.9. The contractor must comply, in addition to current legal requirements at the federal, state or municipal level, with the security and information security standards issued by the CONTRACTING PARTY.

Social, Environmental and Cultural Requirements

4.10. The equipment must comply with the following social, environmental and cultural guidelines mentioned below for the specified items:

4.10.1. Item 1 : Approving agencies: CE, CB, cTÜVus , FCC, ICES, GOST, CCC, IRAM, KCC;

4.10.2. Items 2 to 5 : Certifications and Compliance: CE Mark, RoHS2 Directive 2011/65/EU as amended by (EU) 2015/863, REACH, FCC Part 15, Class B, UL/CSA/IEC/EN 62368-1, ETL for Canada and US - 3023031, FAA-G-2100H;

4.10.3. Item 6 : Certifications and Compliance: CE Mark, RoHS2 Directive 2011/65/EU as amended by (EU) 2015/863, REACH, FCC Part 15, Class B, UL/CSA/IEC/EN 62368-1, ETL for Canada and US, 3023031, FAA-G-2100H: Power;

4.10.4. Item 7 : Certifications and Compliance: RoHS2.

Technological Architecture Requirements

4.11. The equipment must fully comply with the technological architecture requirements described below:

4.11.1. The acquisition of equipment models detailed in the contract on screen is based on approval with the SAGITARIO Air Traffic Control software, as presented in letter no. 01072/2023, of June 29, 2023, Annex A of Preliminary Technical Study no. 000.00.T02.ES.005.00.

Design and Implementation Requirements

4.12. The equipment must fully comply with the design and implementation requirements described below:

4.12.1. The software development process, techniques, methods and management method do not apply to this acquisition, as they are already defined in the SAGITARIO System.

4.12.2. Regarding documentation, the document Technical Specification No. 000.00.T02.EP.063.01 defines that all documentation proving licensing, technical support and warranty must be provided for the requested periods).

Deployment Requirements

4.13. The equipment must fully comply with the implementation, installation and supply requirements described below:

4.13.1. Implementation is not foreseen in this acquisition, as it is already included in the implementation of the SAGITARIO System.

Warranty, Maintenance and Technical Assistance Requirements

4.14. The contractual warranty period for the goods is at least 36 (thirty-six) or 60 (sixty) months, as defined in item 3 of Technical Specification No. 000.00.T02.EP.063.01, or for the period provided by the manufacturer , if higher, counting from the first business day following the date of definitive receipt of the object.

4.15. The guarantee will be provided with a view to keeping the equipment supplied in perfect conditions of use, without any burden or additional cost to the Contractor.

4.16. The warranty covers corrective maintenance of the goods by the Contractor himself, or, if applicable, through authorized technical assistance, in accordance with specific technical standards.

4.17. Corrective maintenance is understood to be that intended to correct defects presented by the assets, including the replacement of parts, carrying out adjustments, repairs and necessary corrections.

4.18. Parts that are defective or defective during the warranty period must be replaced with new, first-use, original ones that present quality and performance standards equal to or greater than those of the parts used in the manufacture of the equipment.

4.19. Once notified, the Contractor will repair or replace the goods that are defective or defective within a period of up to 30 (red) working days, counting from the date of removal of the equipment from the Administration's premises by the Contractor or authorized technical assistance.

4.20. The period indicated in the previous subitem, during its course, may be extended once, for an equal period, upon written and justified request from the Contractor, accepted by the Contractor.

4.21. In the event of the sub-item above, the Contractor must make equivalent equipment available, with a specification equal to or greater than that previously provided, for use on a temporary basis by the Contractor, in order to guarantee the continuity of administrative work during the execution of repairs.

4.22. After the deadline for repairs and replacements has elapsed without the Contractor's request being met or the Contractor presenting justifications, the Contractor is authorized to hire a different company to carry out the repairs, adjustments or replacement of the asset or its components, as well as to demand from the Contractor reimbursement for the respective costs, without this resulting in the loss of the equipment warranty.

4.23. The cost of transporting equipment covered by the warranty will be the responsibility of the Contractor.

4.24. The legal or contractual guarantee of the object has its own term of validity and is unrelated to that set out in the contract, allowing for the possible application of penalties in the event of non-compliance with any of its conditions, even after the contractual term has expired.

Professional Experience Requirements

4.25. No professional experience requirements will be required for this hiring.

Team Formation Requirements

4.26. No team training requirements will be required for this hiring.

Work Methodology Requirements

4.27. The supply of equipment is conditional on the Contractor receiving a Goods Supply Order (OFB) issued by the Contracting Party.

4.28. The OFB will indicate the type of equipment, quantity and location to which the equipment must be delivered.

4.29. The Contractor must provide means for contact and recording of incidents.

4.30. The progress of equipment supply must be monitored by the Contractor, who will inform the Contracting Party of any events.

Information Security and Privacy Requirements

4.31. The Information Security and Privacy requirements do not apply to this process, as it involves the acquisition of materials that will be part of implemented systems and that have a specific Information Security Policy.

Sustainability

4.32. In addition to the sustainability criteria eventually included in the description of the object, the requirements must be met, which are based on the National Guide for Sustainable Contracting, according to the specific BID to be published by CABW.

Indication of brands or models:

4.33. In this contract, it will be mandatory to indicate the brands and models defined in the table contained in item 1 of this TR, due to the justifications contained in subitem 13.1 of the document Preliminary Technical Studies n° 000.00.T02.ES.005.00, reproduced below:

4.33.1. Regarding the use of specific equipment, it stands out that it is specialized equipment for use in Air Traffic Control, specified to meet the demands related to SAGITARIO. This equipment is optimized for performance, efficiency, operability and processing capacity in specific areas, such as Air Traffic Control and Aerospace Defense.

4.33.2. These devices are designed to handle intensive and complex workloads, which require significant processing power, and are made up of a combination of processors, memory, storage, security devices, among other components, which were designed for the final use of aerospace control and defense.

4.33.3. To be used, the equipment must be approved by the company ATECH for use in the Air Traffic Control software - SAGITARIO, which requires specific brands and models in order to guarantee adequate performance for system operation, meeting the specific needs of the system.

4.33.4. Specific equipment models guarantee perfect integration and compatibility with the hardware infrastructure, improving its performance, stability and general functionality. By using specific brands of equipment, IT system developers have access to optimized drivers that ensure the security, privacy and reliability of data and system processes.

4.33.5. Systems that handle large volumes of data, intensive processing or advanced graphics needs, such as SAGITARIO, benefit from the use of specialized equipment. Furthermore, its use guarantees more specialized support and maintenance, making it easier to solve any problems.

4.33.6. Using different vendors for hardware and software can present significant technical challenges when it comes to technical support and assistance in the event of breakdowns or problems.

4.33.7. When you choose to purchase equipment from non-approved suppliers, there may be a lack of adequate integration between the components, which can lead to difficulties in diagnosing and resolving problems. One of the main reasons is that different vendors have different approaches to developing and supporting their products. This can result in compatibility differences, version incompatibilities, lack of specialized knowledge about the integration between hardware and software, as well as difficulties in coordination and communication between suppliers.

4.33.8. When a system failure or breakdown occurs, it is common for vendors to assign responsibility to one another, resulting in a complicated and time-consuming support process. Support technicians may struggle to identify the source of the problem as they need to consider both hardware and

software aspects, and a lack of effective collaboration between vendors can further delay resolution. When the equipment is already approved, this type of problem is minimized as these failures were already detected in advance during the hardware/software approval at the factory.

4.33.9. Additionally, using different vendors can also have a negative impact on technical support efficiency and response time. Each vendor may have its own support procedures and timelines, which can lead to delays in obtaining assistance and resolving issues. This fragmentation in support can cause prolonged downtime, affecting airspace control.

4.33.10. The acquisition of equipment models detailed in the contract on screen is based on approval with the SAGITARIO Air Traffic Control software, as presented in letter no. 01072/2023, of June 29, 2023 (Annex A of Preliminary Technical Study no. 000.00.T02.ES.005.00).

4.33.11. The acquisition of equipment based on its " part-number " presents important advantages for the Brazilian Air Force (FAB), such as:

4.33.12. Standardization: by purchasing models from the same line as those existing in the systems, FAB can maintain standardization in its operations. This facilitates the integration of new equipment into the existing environment, as operators and maintenance technicians are already familiar with the functioning and operation of these models. Furthermore, standardization simplifies spare parts inventory management and equipment maintenance, reducing complexity and associated costs;

4.33.13. Ease of training: by purchasing models from the same line as those already existing, training the technical team becomes easier and faster. They already have prior knowledge about operating the equipment, which reduces the learning curve and accelerates the assimilation of the necessary skills. This results in a smoother and more efficient transition to using new equipment;

4.33.14. Interoperability: by purchasing models from the same line as those existing in the systems, it is possible to guarantee interoperability between equipment. This means that new equipment will be compatible and can integrate seamlessly with existing systems. This avoids compatibility issues and allows for more efficient, uninterrupted operation;

4.33.15. Use of existing resources: purchasing models from the same line as those existing in the systems will allow FAB to take advantage of existing resources and infrastructure. Users will be able to use their existing knowledge and skills, work processes and procedures do not need to be drastically changed, and existing tools and support systems can be reused. This results in savings of time, effort and financial resources;

4.33.16. Simplified maintenance: with models in the same line as those existing in the systems, equipment maintenance becomes simpler and more efficient. The maintenance team is already familiar with the maintenance procedures for these models, and the necessary replacement parts are available. This reduces equipment downtime, as repairs can be carried out quickly and effectively;

4.33.17. Technical support: when purchasing models from the same line as existing ones, FAB will have access to better technical support from the manufacturers. Manufacturers are already familiar with these models and can offer more efficient and specialized support, which helps resolve problems and technical issues more quickly and effectively;

4.33.18. Guarantee of operational continuity of air traffic control systems and FAB processes, avoiding interruptions or conflicts that may arise with the use of incompatible solutions that are not operationally stressed;

4.33.19. Ease of integration between different systems used by the FAB, since the models are already aligned with the technologies already adopted in the Brazilian Airspace Control System (SISCEAB), allowing for more efficient integration, sharing data and functionalities appropriately;

4.33.20. Resource savings, as it will avoid the need to invest in personalized development or extensive adaptations to air traffic control software, reducing implementation and maintenance costs, as well as minimizing potential risks related to incompatibilities.

4.33.21. In summary, purchasing models from the same line as existing systems already implemented offers advantages such as standardization, ease of training, interoperability, use of existing resources, simplified maintenance and better technical support. These advantages contribute to operational efficiency, cost reduction and continuity of operations, ensuring that new equipment is adequately integrated into the existing environment, as well as guaranteeing the functioning of the SAGITARIO Airspace Control software.

4.33.22. With the process occurring with the models indicated by part-numbers, it is also possible to ensure the acquisition together with specialized technical support from the equipment manufacturer itself, bringing several significant advantages, including:

4.33.23. Expertise: The manufacturer's technical support involves a team of highly trained professionals specialized in that manufacturer's specific products. They have in-depth knowledge of the equipment, its characteristics, configurations and operation. This specialized expertise can be extremely valuable when troubleshooting complex problems or dealing with specific equipment-related situations;

4.33.24. Updates and patches: Manufacturers often provide software and firmware updates for their equipment, which can improve performance, security, and functionality. With the manufacturer's technical support, FAB will have access to these updates and patches, ensuring that your equipment is always up to date and protected against vulnerabilities;

4.33.25. Faster troubleshooting: Manufacturer technical support is able to provide quick and efficient troubleshooting assistance since they are familiar with the products and can diagnose and troubleshoot issues more accurately and quickly than generic support professionals. This helps reduce downtime and minimize negative impacts on operations;

4.33.26. Original parts and components: With the manufacturer's technical support, FAB will have access to high-quality original parts and components, especially when it comes to replacements or repairs. Using genuine manufacturer parts helps ensure proper equipment compatibility, reliability, and performance;

4.33.27. Manufacturer's warranty: Many equipment comes with a manufacturer's warranty, which covers component repairs and replacements for a set period of time. When purchasing equipment with technical support from the manufacturer, FAB can take advantage of this guarantee if problems occur within the specified period. This can result in significant cost savings;

4.33.28. Access to additional resources: Your manufacturer's technical support may offer additional resources, such as detailed technical documentation, troubleshooting guides, online support forums, and specialized training. These features can help users get the most out of their equipment, optimize performance, and gain additional knowledge about its operation and maintenance.

4.33.29. In short, manufacturer technical support provides a higher level of assistance, expertise, and access to product-specific features. This can result in a better user experience, faster and more efficient troubleshooting, and increased equipment reliability and performance.

4.33.30. Therefore, the use of other manufacturers would imply spending on training for maintenance teams throughout SISCEAB, and what's more, some features existing in currently installed equipment do not exist in devices from other manufacturers, compromising their interoperability and directly impacting SAGITARIO's functionalities. .

The requirement for a letter of solidarity

4.34. In the case of a supplier, reseller or distributor, a letter of solidarity issued by the manufacturer will be required, which ensures the execution of the contract.

Subcontracting

4.35. Subcontracting of the contractual object is not permitted.

From object sample check

4.36. Not applicable for this contract.

Hiring Guarantee

4.37. There will be no requirement to guarantee the contracting of articles 96 et seq. of Law No. 14,133, of 2021, as payment will be made after delivery and acceptance of the supply.

Relevant information for submitting the proposal

4.38. The agency's demand is based on the following characteristics:

4.38.1. The Commercial Proposal for supply must be drawn up in Portuguese or English, initialed and numbered on all its pages, signed by the company's legal representative, without amendments, between lines or reservations and in accordance with the provisions of the Specification Technique No. 000.00.T02.EP.063.01, Annex to this Terms of Reference, in addition to containing the following items:

4.38.2. brand and model of proposed items;

4.38.3. company name, proposal number, date and time of the proposal, address, telephone number and contact email;

4.38.4. unitary value;

4.38.5. values expressed in dollars, appropriate to the values offered in their bids, in a unitary and total manner;

4.38.6. description of the object, quantity requested, total value and warranty period (in months);

4.38.7. validity period of the proposal not less than **60 (sixty)** days.

5. ROLES AND RESPONSIBILITIES

5.1. The CONTRACTING PARTY's obligations are:

5.1.1. appoint Manager and Technical, Administrative and Contract Requestor Inspectors to monitor and supervise the execution of contracts;

(FL 14/ 28of the Terms of Reference for the acquisition of ATC equipment - modernization of SAGITARIO - CISCEA)

5.1.2. formally forward the demand through a Goods Supply Order, in accordance with the criteria established in the Terms of Reference;

5.1.3. receive the object provided by the Contractor that is in accordance with the accepted proposal, according to inspections carried out;

5.1.4. apply applicable regulatory and contractual administrative sanctions to the contractor, when applicable;

5.1.5. settle the commitment and make payment to the contractor, within the deadlines pre-established in the contract;

5.1.6. communicate to the contractor any and all incidents related to the provision of the ICT solution;

5.1.7. define productivity or minimum capacity to supply the ICT solution by the Contractor, based on market research, when applicable;

5.1.8. provide the Contractor with access to previously established event venues.

5.2. The CONTRACTOR's obligations are:

5.2.1. formally indicate an agent capable of representing it before the Contracting Party, who must be responsible for the faithful execution of the contract;

5.2.2. promptly comply with any guidelines and requirements of the Contract Supervision Team, inherent to the execution of the contractual object;

5.2.3. repair any damages directly caused to the Contracting Party or third parties due to the fault or willful misconduct of its legal representatives, agents or employees, as a result of the contractual relationship, without excluding or reducing the responsibility for supervising or monitoring the execution of the contract by the Contracting Party;

5.2.4. provide all necessary means for the Contracting Party to monitor the contract, whose representative will have the power to suspend the supply, in whole or in part, at any time, as long as the causes and justifications for this decision are motivated;

5.2.5. maintain, throughout the execution of the contract, the same qualification conditions;

5.2.6. when specified, maintain, during the execution of the contract, a technical team composed of professionals duly qualified, trained and qualified to provide the ICT solution;

5.2.7. when specified, maintain productivity or the minimum capacity to supply the ICT solution during the execution of the contract;

5.2.8. deliver licenses in digital media or indicate a website for downloading;

5.2.9. maintain confidentiality and adopt appropriate security measures regarding all information obtained as a result of compliance with the Contract, classified as confidential, following the procedures regulated by Decree No. 7,845/2012.

6. CONTRACT EXECUTION MODEL

Execution Routines

Formal Forwarding of Demands

6.1. The contract manager will issue the Goods Supply Order (OFB) for the delivery of the desired goods.

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6.2. The Contractor must provide equipment with the same configurations and quantities defined in the OFB.

6.3. The provisional and definitive receipt of goods is regulated in a specific topic of this reference term.

Method of executing and monitoring the contract

Delivery conditions

6.4. The installments will be delivered within the deadlines defined in the table in item 4.5 of this reference term.

6.5. If delivery is not possible on the designated date, the company must communicate the respective reasons at least 5 (five) days in advance so that any request for extension of deadline can be analyzed, except in situations of unforeseeable circumstances and force majeure.

6.6. The goods must be delivered to the address defined by CABW at the competent BID.

Ways of transferring knowledge

6.7. No transfer of knowledge will be necessary due to the characteristics of the object.

Contract transition and finalization procedures

6.8. Transition and contract finalization procedures will not be necessary due to the characteristics of the object.

Minimum quantity of goods or services for comparison and control

6.9. Each OFB will contain the quantity to be supplied, including its location and deadline, as defined in this reference term.

Formal communication mechanisms

6.10. The following are defined as formal communication mechanisms between the Contracting Party and the Contractor:

6.10.1. Goods Supply Order;

6.10.2. Minutes of meeting;

6.10.3. Craft;

6.10.4. Call opening system;

6.10.5. Emails and Letters.

6.11. In the case of printed documentation, letters and other correspondence, the CONTRACTOR must file such documents at the CISCEA Documentation Center (VDC), located at the address below, from 8:00 am to 4:00 pm, Monday to Friday.

- CISCEA Building – CISCEA Documentation Center (VDC).
- Avenida General Justo, 160 – Centro, Rio de Janeiro – RJ, Brazil- CEP: 20021-130.

6.12. As an alternative to this delivery, these documents may be sent in the form of electronic files, duly signed, to the email address: vdc@ciscea.gov.br.

6.13. All correspondence relating to contractual execution must be directed to the Contract Inspector or President of the Inspection Committee.

Payment methods

6.14. The measurement and payment criteria will be addressed in a separate topic of the Contract Management Model.

7. CONTRACT MANAGEMENT MODEL

7.1. The contract must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of Law No. 14,133, of 2021, and each party will be responsible for the consequences of its total or partial non-execution.

7.2. In case of impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended for the corresponding time, such circumstances being noted by means of a simple booklet.

7.3. Communications between the body or entity and the Contractor must be made in writing whenever the act requires such formality, with the use of electronic messages for this purpose permitted.

7.4. The body or entity may summon a representative of the company to adopt measures that must be followed immediately.

Initial Meeting

7.5. After signing the Contract and appointing the Contract Manager and Inspectors, the Initial Alignment Meeting will be held with the aim of leveling understandings regarding the conditions established in the Contract, Notice and its annexes, and clarifying possible doubts regarding the execution of the contract .

7.6. The meeting will be held in accordance with the provisions of item I of Article 31 of IN SGD/ME n° 94, of 2022 , and will take place within 5.(five) business days of signing the Contract, and may be extended at the discretion of the Contracting Party .

7.7. The agenda for this meeting will include, at least:

7.7.1. Presence of the contractor's legal representative, who will introduce his agent;

7.7.2. Delivery, by the Contractor, of the Term of Commitment and Terms of Acknowledgment;

7.7.3. clarifications relating to operational, administrative and contract management issues;

7.7.4. The Agent's cover letter must contain at least the full name and identification document of the company employee designated to monitor the execution of the contract and act as the main interlocutor with the Contracting Party, responsible for receiving, processing, forwarding and answering the main technical questions , legal and administrative aspects relating to contractual progress;

7.7.5. Presentation of the manufacturer's declarations/certificates, proving that the product offered has the guarantee requested in this terms of reference.

Oversight

7.8. contract supervisor(s) , or their respective substitutes (Law n° 14,133, of 2021, art. 117, caput), in accordance with art. 33 of IN SGD n° 94, of 2022 , observing, in particular, the following routines.

Technical Inspection

7.9. The technical inspector of the contract, in addition to carrying out the duties provided for in art. 33, II, of IN SGD n° 94, of 2022 , will monitor the execution of the contract, so that all conditions established in the contract are met, in order to ensure the best results for the Administration. (Decree n° 11,246, of 2022, art. 22, VI);

7.9.1. The technical inspector of the contract will note in the contract management history all occurrences related to the execution of the contract, with a description of what is necessary to regularize the faults or defects observed. (Law No. 14,133, of 2021, art. 117, §1 , and Decree No. 11,246, of 2022, art. 22, II);

7.9.2. If any inaccuracy or irregularity is identified, the contract's technical inspector will issue notifications to correct the execution of the contract, determining a deadline for correction. (Decree n° 11,246, of 2022, art. 22, III);

7.9.3. The technical inspector of the contract will inform the contact manager, in a timely manner, of the situation that requires a decision or adoption of measures that exceed his competence, so that he can adopt the necessary and remedial measures, if applicable. (Decree n° 11,246, of 2022, art. 22, IV).

7.9.4. In the event of occurrences that may make the execution of the contract on the scheduled dates unfeasible, the contract's technical inspector will immediately communicate the fact to the contract manager. (Decree n° 11,246, of 2022, art. 22, V).

7.9.5. The technical inspector of the contract will communicate to the contract manager, in a timely manner, the termination of the contract under his responsibility, with a view to timely renewal or contract extension (Decree n° 11,246, of 2022, art. 22, VII).

Administrative Inspection

7.10. The administrative inspector of the contract, in addition to exercising the duties provided for in art. 33, IV, of IN SGD n° 94, of 2022 , will verify the maintenance of the Contractor's qualification conditions, monitor the commitment, payment, guarantees, glosses and the formalization of apostille and additive terms, requesting any relevant supporting documents, if necessary (Article 23, I and II, of Decree No. 11,246, of 2022).

7.11. In the event of non-compliance with contractual obligations, the administrative inspector of the contract will act in a timely manner to resolve the problem, reporting to the contract manager so that he can take the appropriate measures when he exceeds his competence; (Decree n° 11,246, of 2022, art. 23, IV).

Contract Manager

7.12. The contract manager, in addition to carrying out the duties set out in art. 33, I, of IN SGD n° 94, of 2022 , will coordinate the update of the contract monitoring and inspection process containing all formal records of execution in the contract management history, such as the service order, the

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occurrence record, of contractual changes and extensions, preparing a report with a view to verifying the need for adjustments to the contract in order to meet the administration's purpose. (Decree n° 11,246, of 2022, art. 21, IV).

7.13. The contract manager will monitor the maintenance of the Contractor's qualification conditions, for the purposes of spending commitment and payment, and will note the problems that impede the normal flow of settlement and payment of expenses in the eventual risk report. (Decree n° 11,246, of 2022, art. 21, III).

7.14. The contract manager will monitor the records made by the contract inspectors of all occurrences related to the execution of the contract and the measures adopted, informing, if applicable, the higher authority of those that exceed their competence. (Decree n° 11,246, of 2022, art. 21, II).

7.15. The contract manager will issue a document proving the assessment carried out by technical, administrative and sectoral inspectors regarding the fulfillment of obligations assumed by the Contractor, with reference to its performance in contractual execution, based on objectively defined and measured indicators, and any penalties applied, and must appear in the record of attestation of compliance with obligations. (Decree n° 11,246, of 2022, art. 21, VIII).

7.16. The contract manager will take measures to formalize an administrative accountability process for the purposes of applying sanctions, to be conducted by the committee referred to in art. 158 of Law No. 14,133, of 2021 , or by the agent or the sector with competence to do so, as the case may be. (Decree n° 11,246, of 2022, art. 21, X).

7.17. The technical inspector of the contract will communicate to the contract manager, in a timely manner, the end of the contract under his responsibility, with a view to timely renewal or extension of the contract. (Decree n° 11,246, of 2022, art. 22, VII).

7.18. The contract manager must prepare a final report with information on the achievement of the objectives that justified the contracting and any conduct to be adopted to improve the Administration's activities. (Decree n° 11,246, of 2022, art. 21, VI).

7.19. In addition to the provisions above, contractual inspection will comply with the routines established in COMAER's internal rules and in the contract instrument itself.

Acceptance Criteria

7.20. The assessment of the quality of delivered products, for acceptance purposes, consists of checking the criteria listed below:

7.20.1. All equipment supplied must be new (including all parts and components present in the products), first use (no signs of previous use), not reconditioned and in the normal commercialization phase through the manufacturer's sales channels (products will not be accepted end-of-life).

7.20.2. All components of the equipment(s) and their respective functionalities must be compatible with each other, without the use of adapters, crimping, painting, general machining, drilling, use of adhesives, adhesive tapes or any other procedures not provided for in the specifications techniques or, even, with the use of inappropriate materials or that aim to forcefully adapt the product or its parts that are physically or logically incompatible.

7.20.3. All internal components of the equipment(s) must be installed in an organized manner and free from pressure caused by other components or cables, which could cause disconnections, instability, or improper functioning.

7.20.4. The serial number of each equipment must be mandatory and unique, posted in a visible place, on the outside of the cabinet and on the packaging that contains it. This number must be identified by the manufacturer, as valid for the product delivered and for the conditions regarding warranty and technical assistance.

7.21. Products that have components or accessories with clear signs of oxidation, physical damage, dirt, scratches or other signs of wear will be rejected, even if the component or accessory is considered new by the product supplier.

7.22. The products, considering the brand and model presented in the bidding, cannot be out of commercial line, considering the opening date of the proposals. Products must be supplied complete and ready for use, with all accessories, components, cables, etc.

7.23. All licenses, referring to the requested software and drivers, must be registered for use by the Contractor, in definitive mode (perpetual licenses), legalized, and “ shareware ” or “ trial ” versions are not permitted. The product model offered by the bidder must be in the production phase by the manufacturer, with no end of production expected, until the date of delivery of the proposal.

7.24. The Contracting Party may choose to evaluate the quality of all the equipment supplied or a sample of the equipment, paying attention to the inclusion in the administrative process records of all documents that show that acceptance tests were carried out on each selected equipment, for subsequent traceability.

7.25. There will only be definitive receipt, after analyzing the quality of the goods, in view of the application of the acceptance criteria, safeguarding the Contractor the right not to receive the OBJECT whose quality is proven to be low or in disagreement with the specifications defined in this Term of Agreement. Reference – situation in which the penalties provided for by law, in this Terms of Reference and in the CONTRACT may be applied to the CONTRACTOR. When applicable, the company will be asked to redo all rejected services, at no additional cost.

Testing and Inspection Procedures

7.26. The following will be adopted as test and inspection procedures, for the purposes of preparing the Provisional and Final Receipt Terms:

7.26.1. Checking the packaging of all equipment;

7.26.2. Verification of the external identification of all equipment (part-number and serial number);

7.26.3. Verification of the identification of all equipment (part-number and serial number);

7.26.4. Verification of the existence of non-conformity regarding the assembly of all equipment and the existence of loose parts, adaptations, oxidized material, material with physical damage and any other visible damage;

7.26.5. Verification of the internal composition of equipment in accordance with the Technical Specification;

7.26.6. Energizing the equipment from the electrical network in order to confirm the operation of the power supplies and the equipment boot;

7.26.7. Carrying out self-tests of equipment;

7.26.8. Verification of the supply of COTS software embedded in the equipment (if any);

7.26.9. Checking the warranty period and technical support on the manufacturer's website;

7.26.10. Preparation of a technical opinion presenting the results of the inspection and technical tests.

Administrative Sanctions and Procedures for withholding or disallowing payment

7.27. In cases of non-compliance in the execution of the object, the occurrences will be recorded by the Contracting Party, according to the table below:

	Occurrence	Gloss/Sanction
1	When non-compliance with any of the contractual obligations are considered minor faults, meaning those that do not cause significant damage to the contracted object.	Written warning.
two	In case of delay in delivery of goods, the incidence is limited to 15 (fifteen) calendar days.	Fine of 0.5% (five tenths of a percent) per day of unjustified delay on the awarded amount. After the fifteenth day, and at the discretion of the Administration, in the case of late execution, non-acceptance of the object may occur, in such a way that, in this case, it constitutes total non-execution of the obligation assumed, without prejudice to the unilateral termination of the agreement.
3	In the event of delay in delivery of goods, for a period longer than that provided for in the sub-item above or, partial non-fulfillment of the obligation assumed.	Fine of 0.5% (five tenths of a percent) up to 15% (fifteen percent) of the awarded value.
4	In case of total non-performance of the obligation assumed.	Fine of 0.5% (five tenth percent) up to 30% (thirty percent) of the awarded value.

Note: fine penalties arising from different facts will be considered independent of each other.

7.28. The application of any of the penalties provided for will take place in an administrative process that will ensure contradictory and full defense to the CONTRACTOR, observing the procedure provided for in Law No. 14,133/32021.

7.29. Pursuant to art. 19, item III of Normative Instruction SGD/ME n° 94, of 2022 , payment will be withheld or disallowed, proportional to the irregularity verified, without prejudice to the applicable sanctions.

7.30. If the Contracting Party determines, the fine must be collected within a maximum period of 5 (five) business days, counting from the date of receipt of the communication sent by the competent authority.

7.31. If the amount of the fine is not sufficient to cover the losses caused by the bidder's conduct, the Union or Entity may collect the remaining amount in court, in accordance with article 419 of the Civil Code.

7.32. The competent authority, when applying sanctions, will take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, observing the principle of proportionality.

7.33. If, during the penalty application process, there is evidence of an administrative infraction typified by Law No. 12,846, of August 1, 2013, as an act harmful to national or foreign public administration, copies of the administrative process necessary to determine the responsibility of the company must be sent to the competent authority, with a reasoned order, for awareness and decision on the possible initiation of a preliminary investigation or Responsibility Determination Process – PAR.

7.34. The investigation and judgment of other administrative infractions not considered as harmful acts to the national or foreign Public Administration under the terms of Law No. 12,846, of August 1, 2013, will follow their normal procedure in the administrative unit.

7.35. The processing of the PAR does not interfere with the regular follow-up of specific administrative processes to determine the occurrence of damages and losses to the Federal Public Administration resulting from a harmful act committed by a legal entity, with or without the participation of a public agent.

7.36. Penalties must be registered with SICAF.

8. MEASUREMENT AND PAYMENT CRITERIA

Receiving the Object

8.1. The goods will be provisionally received, in summary form, upon delivery, together with the invoice or equivalent billing instrument, by the person responsible for monitoring and supervising the contract, for the purpose of later verifying their compliance with the specifications contained in the Terms of Reference and in the proposal.

8.2. Goods may be rejected, in whole or in part, even before provisional receipt, when they do not comply with the specifications contained in the Terms of Reference and in the proposal, and must be replaced within 30 (thirty) working days, counting from the Contractor's notification, at its expense, without prejudice to the application of penalties.

8.3. Final receipt will occur within 90 (ninety) business days, counting from receipt of the invoice or equivalent billing instrument by the Administration, after verifying the quality and quantity of the material and consequent acceptance through a detailed term.

8.4. For contracts resulting from expenses whose values do not exceed the limit referred to in item II of art. 75 of Law No. 14,133, of 2021 , the maximum period for definitive receipt will be up to 30 (thirty) business days.

8.5. The deadline for definitive receipt may be exceptionally extended, in a justified manner, for an equal period, when steps are needed to assess compliance with contractual requirements.

8.6. In the case of controversy over the execution of the object, regarding size, quality and quantity, the content of art. 143 of Law No. 14,133, of 2021 , communicating to the company to issue an Invoice regarding the undisputed portion of the execution of the object, for settlement and payment purposes.

8.7. The deadline for the Contractor to resolve inconsistencies in the execution of the object or to correct the invoice or equivalent billing instrument, verified by the Administration during the analysis prior to the settlement of expenses, will not be computed for the purposes of definitive receipt.

8.8. Provisional or definitive receipt will not exclude civil liability for the solidity and safety of the service nor ethical-professional responsibility for the perfect execution of the contract.

Sale off

8.9. Once the Invoice or equivalent billing document is received, a period of ten working days will run for settlement purposes, in accordance with this section, extendable for an equal period, in accordance with art . 7th, §2nd of SEGES/ME Normative Instruction No. 77/2022 .

8.10. The period referred to in the previous item will be reduced by half, maintaining the possibility of extension, in the case of contracts resulting from expenses whose values do not exceed the limit referred to in item II of art. 75 of Law No. 14,133, of 2021 .

8.11. For settlement purposes, the competent sector must verify whether the invoice or equivalent billing instrument presented expresses the necessary and essential elements of the document, such as:

8.11.1. the expiration date;

8.11.2. the date of issue;

8.11.3. the details of the contract and the Contracting body;

8.11.4. the respective period of execution of the contract;

8.11.5. the amount to be paid;

8.11.6. possible highlighting of the value of applicable tax withholdings.

8.12. If there is an error in the presentation of the invoice or equivalent billing instrument, or circumstance that prevents the settlement of the expense, it will be suspended until the Contractor provides remedial measures, restarting the period after proof of regularization of the situation, at no cost to the Contractor;

8.13. The invoice or equivalent billing instrument must be accompanied by proof of fiscal regularity, verified through an online consultation with SICAF or, if access to said System is impossible, through consultation with official websites or the documentation mentioned in art . . 68 of Law No. 14,133, of 2021.

8.14. The Administration must consult the SICAF or Compatible System used by CABW to: a) verify the maintenance of the qualification conditions required in the notice; b) identify possible

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reason that prevents participation in bidding, within the scope of the body or entity, which implies prohibition of contracting with the Public Authorities, as well as indirect impeding events (NORMATIVE INSTRUCTION No. 3, OF APRIL 26, 2018).

8.15. If the Contractor's irregular situation is confirmed by the SICAF or Compatible System used by CABW, he will be notified in writing so that, within 5 (five) business days, he can regularize his situation or, within the same period, present your defense. The term may be extended once, for the same period, at the Contractor's discretion.

8.16. If there is no regularization or the defense is considered unfounded, the Contractor must inform the bodies responsible for monitoring fiscal regularity regarding the Contractor's default, as well as regarding the existence of payment to be made, so that the relevant and necessary means can be activated to guarantee receiving your credits.

8.17. If the irregularity persists, the Contractor must adopt the necessary measures to terminate the contract in the records of the corresponding administrative process, ensuring full defense to the Contractor.

8.18. If the object is effectively executed, payments will be made normally, until it is decided to terminate the contract, if the Contractor does not regularize its situation with SICAF.

Payment term

8.19. Payment will be made within up to 10 (ten) business days from the completion of the settlement of the expense, as per the previous section, under the terms of SEGES/ME Normative Instruction No. 77, of 2022 .

8.20. In the event of delay by the Contractor, the amounts owed to the Contractor will be monetarily updated between the end of the payment period and the date of effective completion, by applying the monetary correction index to be defined by CABW in the Notice.

Form of payment

8.21. Payment will be made by bank order, for credit at a bank, branch and current account indicated by the Contractor.

8.22. The date of payment will be considered the day on which the bank order for payment appears to have been issued.

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

8.24. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established in current legislation will be withheld at source when making the payment.

Advance payment

8.25. No form of advance payment will be applied for this contract.

Credit assignment

8.26. The fiduciary assignment of credit rights with a financial institution is permitted, under the terms and in accordance with the procedures set out in SEGES/ME Normative Instruction No. 53, of July 8, 2020, in accordance with the rules of this topic.

8.27. Non-fiduciary credit assignments will depend on prior approval by the Contractor.

8.28. The effectiveness of the assignment of credit, of any nature, in relation to the Administration, is subject to the execution of an addendum to the administrative contract.

8.29. Without prejudice to the regular compliance with the contractual obligation to comply with all qualification conditions on the part of the Contractor (assignor), the execution of the credit assignment addendum and the making of the respective payments are also conditioned on the fiscal and labor regularity of the assignee, as well as such as certification that the transferee is not prevented from bidding and contracting with the Public Authority, in accordance with current legislation, or from receiving tax or credit benefits or incentives, directly or indirectly, in accordance with art. 12 of Law No. 8,429, of 1992 , all in accordance with Opinion JL-01, of May 18, 2020.

8.30. The credit to be paid to the assignee is exactly that which would be allocated to the assignor (Contractor) for the execution of the contractual object, with all defenses and exceptions to payment and all other clauses exorbitant to common law applicable in the legal regime of public law remaining absolutely intact. incident on administrative contracts, including the possibility of payment into a linked account or payment for effective proof of the triggering event, when applicable, and the discount of fines, disallowances and losses caused to the Administration . (NORMATIVE INSTRUCTION No. 53, OF JULY 8, 2020 and Annexes)

8.31. The assignment of credit will not affect the execution of the Contracted object, which will remain under the full responsibility of the Contracted Party.

9. SUPPLIER SELECTION FORM AND CRITERIA AND EXECUTION REGIME

Method of selection and criteria for judging the proposal

9.1. The supplier will be selected by carrying out a BIDDING procedure, in the AUCTION mode, in ELECTRONIC form, with the adoption of the criteria for judging the lowest price.

Application of the Margin of Preference

9.2. No margin of preference will be applied to this contract.

License requirements

9.3. For qualification purposes, the bidder must prove the following requirements:

Legal qualification

9.4. As stipulated in the bidding.

Tax, social and labor qualification (where applicable)

9.5. Proof of registration in the National Register of Legal Entities or the Register of Individuals, as applicable;

9.6. Proof of tax regularity before the National Treasury, upon presentation of a certificate issued jointly by the Brazilian Federal Revenue Secretariat (RFB) and the National Treasury Attorney General's Office (PGFN), referring to all federal tax credits and the Union's Active Debt (DAU) administered by them, including those related to Social Security, under the terms of Joint Ordinance

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No. 1,751, of October 2, 2014, of the Secretary of the Federal Revenue of Brazil and the Attorney General of the National Treasury.

9.7. Proof of regularity with the Service Time Guarantee Fund (FGTS);

9.8. Proof of the absence of unpaid debts before the Labor Court, by presenting a negative or positive certificate with a negative effect, in accordance with Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of 1st May 1943 ;

9.9. Proof of registration in the taxpayer register relating to the supplier's domicile or headquarters, relevant to its field of activity and compatible with the contractual object;

9.10. Proof of regularity with the Treasury of the supplier's domicile or headquarters, relating to the activity in which they contract or compete;

9.11. If the supplier is considered exempt from taxes related to the contractual object, he must prove this condition by presenting a declaration from the respective Treasury of his domicile or headquarters, or another equivalent, in accordance with the law.

9.12. The supplier classified as an individual micro-entrepreneur who intends to receive the benefits of the differentiated treatment provided for in Complementary Law no. 123, of 2006 , you will be exempt from having to prove your registration in the state and municipal taxpayer registers.

Economic-Financial Qualification

9.13. As stipulated in the bidding.

Technical Qualification

9.14. Proof of suitability for the supply of similar goods of equivalent or greater technological and operational complexity to the object of this contract, or the relevant item, through the presentation of certificates or attestations, by legal entities governed by public or private law, or regularly issued (s) by the competent professional council, when applicable.

9.14.1. For the purposes of proving the minimum quantity, the presentation and summation of different certificates executed simultaneously will be permitted.

9.14.2. Certificates of technical capacity may be presented in the name of the supplier's headquarters or branch.

9.14.3. The supplier will make available all the information necessary to prove the legitimacy of the certificates, presenting, when requested by the Administration, a copy of the contract that supported the contracting, the Contracting Party's current address and the location where the Contracted object was carried out, among other documents.

10. ESTIMATES OF THE CONTRACTING VALUE

10.1. The total estimated cost of hiring is US\$. 3,039,455.00 (three million and thirty-nine thousand, four hundred and fifty-five American Dollars), according to the unit costs set out in the table in item 1 of this TR, according to the details presented in the Cost Calculation Memorial No. 000.00.T02.MC.002.00, that integrates the process.

11. BUDGET ADEQUACY

11.1. The expenses arising from this contract will be borne by specific resources allocated in the General Budget of the Union.

11.2. The contract will be covered by the following allocation:

11.2.1. Management/Unit: 00001/120090;

11.2.2. Source of Funds: 1050A00008;

11.2.3. Work Program: 05.151.6012.20XV.0001;

11.2.4. Expense Element: 339030;

11.2.5. Internal Plans: SCEA04TRF05 and SCEA04LOG05.

11.3. The allocation for subsequent financial years will be indicated after approval of the respective Budget Law and release of the corresponding credits, through an apostille.

Physical Financial Schedule , as per subsection 4.5 of this Terms of Reference.

12. FROM THE HIRING PLANNING TEAM

12.1. The Contracting Planning Team was established by Ordinance No. 254/ACI, of May 9, 2023, a copy of which is included in this process.

12.2. According to §6 of art. 12 of IN SGD/ME nº 94, of 2022, this Terms of Reference remains signed by the Contracting Planning Team, by the highest authority in the ICT Area and approved by the CISCEA Expenses Authorizer.

13. ATTACHED DOCUMENT

13.1. This Terms of Reference includes, for all purposes and effects, the following Annex:

13.1.1. Annex I - Technical Specification No. 000. 00.T02.EP .063.01.

Rio de Janeiro, date (digital signature).

HIRING PLANNING TEAM

KATIA MELISSA BONILLA ALVES 1st Lieutenant
Administrative Member

RODRIGO OLIVEIRA 1st Lieutenant
Technical Member

OSVALDO JOSÉ DE JESUS SILVA Captain
Technical Member

DEOCLIDES FERNANDES BARBOSA VIEIRA Colonel
Requesting Member

AWARE:

CYNARA LIZ FERNANDES SAAD Captain
Responsible for the ICT Area at CISCEA

I APPROVE:

I approve this Term of Reference, as it includes the elements capable of enabling cost assessment by the Administration and establishes acceptance criteria for the object, as well as being prepared in accordance with the model made available by www.gov.br and, in compliance with the contents in §6 of art. 12, of Normative Instruction SGD/ME No. 94/2022, of the MINISTRY OF ECONOMY .

Rio de Janeiro, date (digital signature).

Brigadier ALEXANDRE ARTHUR MASSENA JAVOSKI
CISCEA Expenses Organizer

Annex - I

TECHNICAL SPECIFICATION No. 000.00.T02.EP.063.01

Document integrates the process under the file name:

“6.0-Especificacao_Tecnica-000.00.T02.EP.063.01-ATC”



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Termo_Referencia_Equipamentos_ATC_TIC__ English
Data/Hora de Criação:	08/02/2024 20:12:10
Páginas do Documento:	28
Páginas Totais (Doc. + Ass.)	29
Hash MD5:	6c1170b28b851aa3f1c9e6ce20f83be4
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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