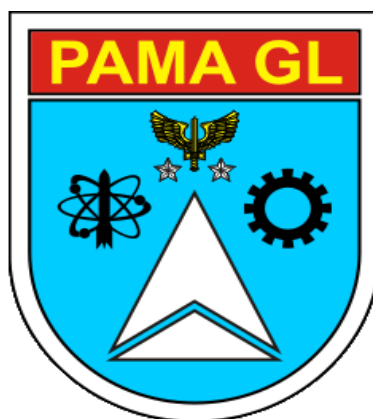




**MINISTRY OF DEFENSE**  
**AERONAUTICS COMMAND**  
**GALEÃO AERONAUTICAL EQUIPMENT DEPOT**



**TERM OF REFERENCE 004/PAMAGL-TTEC/2024**



**MINISTRY OF DEFENSE**  
**AERONAUTICS COMMAND**  
**GALEÃO AERONAUTICAL EQUIPMENT DEPOT**

**TERM OF REFERENCE 004/PAMAGL-TTEC/2024**

**1. GENERAL CONTRACT CONDITIONS**

1.1. Purchase of 01 (one) set of landing gear for Airbus A330-200 aircraft for COMAER in support of Project C1 (KC-30 aircraft), under the terms of the table below, in accordance with the conditions and requirements set out in this document:

Item	Specification	Qty	Unit of Measure
1	<p>PURCHASE OF LANDING GEAR SET FOR AIRBUS A330-200 AIRCRAFT CONTAINING:</p> <ul style="list-style-type: none"><li>- <b>01 (ONE) EA PN: D23581100-20</b> - LANDING GEAR,RETRAC - LANDING GEAR CONDITION SERVICEABLE. CONDITIONS FOR LANDING GEAR ARE LISTED IN ITEM 3 OF THE TS 001/TENG/2024 ATTACHED;</li><li>- <b>01 (ONE) EA PN: 10-210101-006</b> - MAIN LANDING GEAR LH - LANDING GEAR CONDITION SERVICEABLE. CONDITIONS FOR LANDING GEAR ARE LISTED IN ITEM 3 OF THE TS 001/TENG/2024 ATTACHED; AND</li><li>- <b>01 (ONE) EA PN: 10-210201-006</b> - MAIN LANDING GEAR RH - LANDING GEAR CONDITION SERVICEABLE. CONDITIONS FOR LANDING GEAR ARE LISTED IN ITEM 3 OF THE TS 001/TENG/2024 ATTACHED.</li></ul>	1	EA (EACH)
<b>TOTAL VALUE</b>			<b>US\$ 5.386.500,00</b>

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 object of this contract is characterized as common, as justified in the Preliminary Technical Studies.

1.4. The term of the contract will be 240 (two hundred and forty) days, counting from the signing of the contract, in the form of article 115 of Ordinance GM-MD No. 5.175, of December 15, 2021.

## **2. JUSTIFICATION AND DESCRIPTION OF THE NEED FOR THE CONTRACT**

2.1. The rationale for the contract and its quantities can be found in detail in a specific topic of Preliminary Technical Studies 001/PAMAGL/2024.

## **3. DESCRIPTION OF THE SOLUTION AS A WHOLE CONSIDERING THE OBJECT'S LIFE CYCLE AND PRODUCT SPECIFICATION**

3.1. The description of the solution as a whole is detailed in a specific topic of Preliminary Technical Studies 001/PAMAGL/2024.

## **4. HIRING REQUIREMENTS**

### **Sustainability**

4.1. The requirements are detailed in Preliminary Technical Studies 001/PAMAGL/2024.

### **Indication of brands or models**

4.2. According to the technical maintenance publications from AIRBUS and/or SAFRAN, the landing gear assembly must be in the condition specified in TS 001/TENG/2024.

### **Subcontracting**

4.3. Subcontracting is limited to cases in which the contractor presents, at the time of delivery of the object, the certificates of conformity, guarantees and supporting documents provided for in the requisition, all related to quality assurance and traceability of the object of the contract.

4.4. It is forbidden to subcontract the whole or the main part of the contract, which consists of supplying the landing gear set that is the subject of these Terms.

4.5. Subcontracting may cover the packaging of the material, its transportation to the place of delivery provided for in this Term, repairs related to the warranty and maintenance provided for in item 5 of this Term of Reference, and other activities necessary for the execution of the object by the Contractor, provided that it complies with the prohibition mentioned in sub-item 4.4 of this Term.

4.6. Subcontracting is the sole and exclusive responsibility of the Contractor, who must be jointly and fully liable for the guarantees, not only of the service and the deadlines, but also for the insurance cover charged to him.

4.7. The contractor will be able to assess whether the subcontractor meets the technical qualification requirements necessary for the execution of the object.

4.8. In any case of subcontracting, the Contractor remains fully responsible for the perfect execution of the contract, and is responsible for supervising and coordinating the subcontractor's activities, as well as being accountable to the Contracting Authority for strict compliance with the contractual obligations corresponding to the subcontracted object.

4.9. The Contracting Party shall not be liable for any commitments assumed by the Contractor with third parties, even if linked to the execution of these Terms of Reference, as well as for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates.

4.10. The Contractor may not provide or pass on any information or data on the performance of the contract to third parties.

### **Technical guarantee**

4.11. The invoice must be accompanied by the original guarantee certificate, as well as documents attesting to the origin of the material. The landing gear set must be accompanied by the manufacturer's Certificate of Conformity or *Authorized Release Certificate*, given the need to certify authenticity, quality and traceability, so that the minimum conditions of quality, utility, resistance and safety are preserved.

### **Contract guarantee**

4.12. The Contractor, within 10 (ten) working days of signing the Contract Term or accepting the equivalent instrument, shall provide a guarantee in the amount corresponding to 5% (five percent) of the total value of the Contract, valid during the execution of the contract and 90 (ninety) days after the end of the contract term, which will be released in accordance with the conditions set out in the Public Notice, provided that all contractual obligations have been fulfilled.

4.13. Financial guarantees for future contracts must be presented in US dollars. The beneficiary of the contractual/financial guarantees will be the Brazilian Aeronautical Commission in Washington (CABW), with headquarters at 1701 22nd Street, N.W. ZIP: 20008, in the city of Washington, District of Columbia.

4.14. The issue of the financial guarantee for the performance of the contract will be subject to acceptance by the Employer within 10 (ten) working days of its presentation by the Contractor. In the event of an error in issuance, the guarantee will be returned to the Contractor, and the period provided for in this sub-item will apply again from its resubmission.

4.15. If the financial guarantee is refused, the Contracting Authority will consider it as not having been delivered, and the company will be liable to the sanctions provided for in these Terms of Reference and in the Public Notice, except in duly justified and proven cases of force majeure.

4.16. It will be up to the contractor to choose one of the following types of guarantee:

4.16.1. collateral in cash or public debt securities, which must have been issued in book-entry form, registered in a centralized settlement and custody system authorized by the Central Bank of Brazil and valued at their economic values, as defined by the Ministry of Economy;

4.16.2. guarantee insurance; or

4.16.3. bank guarantee.

4.17. The cash guarantee must be made out in favor of the Employer, at a bank indicated by the Employer, with monetary correction, in favor of the Employer, and must be valid for at least three months beyond the term of the contract.

4.18. In the event of a change in the value of the contract, or an extension of its term, the guarantee must be adjusted or renewed under the same conditions within a maximum of 10 (ten) working days from the date of signing the amendment or the notice of amendment.

4.19. If the value of the guarantee is used in whole or in part to pay any obligation, the Contractor undertakes to make the corresponding replacement within a maximum of 10 (ten) working days from the date on which it is notified.

4.20. The Contracting Party shall execute the guarantee in the manner provided for in the legislation governing the matter.

## 5. OBJECT EXECUTION MODEL

### Delivery conditions

5.1. The delivery period for the goods is **60 (sixty) calendar days** from the signing of the contract.

5.2. Any facts or situations that may lead to delays in the delivery deadline must be notified in advance to the CABW, which will analyze the case, together with the Requesting OM, in order to decide whether or not to extend the deadline. If the contractor's allegations are not accepted by the Brazilian Air Force, administrative proceedings may be initiated to investigate the irregularity.

5.3. The goods must be delivered to any of the addresses listed in the link [https://www2.fab.mil.br/cabw/images/PDF/Shipping\\_Information\\_-\\_Warehouses.pdfmil.br](https://www2.fab.mil.br/cabw/images/PDF/Shipping_Information_-_Warehouses.pdfmil.br)>.

5.4. The delivery date and time must be scheduled in advance with the requesting Organization on working days, from 7:15 a.m. to 3:15 p.m. EST (Eastern Time - UTC -5), at least 48 (forty-eight) hours in advance.

5.5. The Contractor must comply with all the obligations set out in the Public Notice, its annexes and its proposal, assuming as its sole responsibility the risks and expenses arising from the proper and perfect execution of the object and, furthermore:

5.5.1. Deliver the object in perfect condition, in accordance with the specifications, deadline and location set out in the Terms of Reference and its annexes, accompanied by the respective *Invoice*, which will contain the following information: brand, manufacturer, model, origin and warranty or validity period.

5.5.2. Take responsibility for defects and damages arising from the object.

5.5.3. Replace, repair or correct, at its own expense, within the time limit set out in these Terms of Reference, the object with faults or defects.

5.5.4. Promote the environmentally appropriate final disposal of liquid or solid waste produced, used batteries, whenever required by law.

5.6. The landing gear set must be delivered ready for installation, equipped with all the LRU, cables, harnesses and all the accessories, including expendables and consumables, that allow it to be installed and operated as received from the CONTRACTED PARTY.

5.7. The landing gear set must be delivered in its own container in accordance with TS 001/TENG/2024 and according to Safran manuals, for long journeys, applicable to all modes of travel (land, air and sea), and its ownership will be transferred to the Brazilian Air Force.

5.8. The landing gear set and containers will be delivered in accordance with the INCOTERMS 2020 - FCA, to any of the addresses listed in the link [https://www2.fab.mil.br/cabw/images/PDF/Shipping\\_Information\\_-\\_Warehouses.pdfmil.br](https://www2.fab.mil.br/cabw/images/PDF/Shipping_Information_-_Warehouses.pdfmil.br)>.

5.9. The use of any INCOTERMS 2020 other than the FCA must be requested from CABW by emailing [smat.cabw@fab.mil.br](mailto:smat.cabw@fab.mil.br), and may be accepted or denied at CABW's discretion.

5.10. Acceptance will be carried out by a committee, called the "Material and Services Receipt Committee" (COMREC), which will be made up of PAMA GL technicians and staff representatives. A document, called the "Final Acceptance Document", will be issued following an inspection carried out by the aforementioned Commission at PAMA GL's facilities.

5.11. If any non-conformity (related to the landing gear assembly or the landing gear containers) is observed by the aforementioned Commission, acceptance will not be carried out, and the CONTRACTED PARTY will arrange for its correction before a second inspection.

### **Delivery and Receipt Schedule**

5.12. The POWER TRAIN SET and the POWER TRAIN CONTAINERS will be received as follows:

5.12.1. Provisionally by CABW, within 10 (ten) calendar days of receipt of the documents at CABW's warehouse or at another location accepted by the Administration, and definitively by COMREC in Brazil, within 10 (ten) calendar days of verification of the quality and quantity of the material delivered.

5.12.2. The estimated time for transportation of the material to Brazil, by air or sea, and its customs clearance is up to 45 (forty-five) calendar days from provisional receipt by CABW.

5.12.3. Delivery must comply with the rules set out in these Terms of Reference; and

5.12.4. Packaging and transportation must comply with the rules set out in the POWER TRAIN AND COMPONENT MAINTENANCE MANUAL.

### **Warranty and maintenance**

5.13. The Landing Gear Assembly must be supplied in accordance with the specifications and technical documents issued and/or approved by the competent aeronautical authority, in order to require standardization of the means while maintaining the performance and operating safety required of the landing gear.

5.14. The landing gear set delivered in disagreement with the conditions and specifications set out in these Terms of Reference must be replaced by the contractor.

5.15. Once notified, the Contractor shall repair or replace the landing gear assembly that is defective within 30 (thirty) calendar days.

5.16. The period indicated in the previous sub-item may be extended during its course, at the written and justified request of the Contractor, accepted by the Employer (PAMA GL).

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

5.18. The CONTRACTED PARTY shall guarantee the operation of the entire landing gear assembly for the first 150 cycles or up to one (1) year after the installation of the landing gear assembly on Brazilian Air Force aircraft.

5.18.1. If a *shop visit* is necessary, the CONTRACTED PARTY shall bear the costs of removal and installation, and transportation of the landing gear assembly from the Maintenance Center indicated by PAMA GL to the appropriate Maintenance Center and from the appropriate Maintenance Center to the Maintenance Center indicated by PAMA GL, after the service.

5.19. The Brazilian Air Force will be responsible for damage or abnormal functions in the event of operation, handling or preservation using procedures not defined in the AIRBUS and SAFRAN manufacturers' manuals.

5.20. In the event of non-compliance during the Warranty Period, the Brazilian Air Force must submit a claim in writing, within five (5) working days of its occurrence, describing in detail: the problem, operating conditions prior to the malfunction, maintenance carried out by technicians, and the references of the maintenance manuals used, where applicable.

5.21. Once the airworthiness of the landing gear assembly has been restored, the CONTRACTED PARTY must submit a Technical Report within five (5) working days of the item's restoration, describing: the problem observed, the causes, and the maintenance procedure adopted.

5.22. The Warranty Period of the landing gear assembly recovered under the recognized Warranty will end with the number of days corresponding to the period beginning with the submission of the Warranty Claim and ending with the delivery of the landing gear assembly to the Air Force.

5.23. If the guarantee is not confirmed by the CONTRACTED PARTY's technicians or representatives, all expenses will be the responsibility of the Brazilian Air Force.

5.24. The CONTRACTOR shall be responsible for the cost of any necessary transportation of any product or part associated with a valid warranty claim.

5.25. During the Warranty period, the Brazilian Air Force maintenance team may request support from the CONTRACTED PARTY's technicians in troubleshooting activities, at no additional cost.

## **6. CONTRACT MANAGEMENT MODEL**

6.1. The contract must be faithfully executed by the parties, in accordance with the agreed clauses and in compliance with the Public Notice governing this contract, and each party shall be liable for the consequences of its total or partial non-execution.



6.2. In the event of an impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended by the corresponding time, noting such circumstances by means of a simple apostille.

6.3. Communications between the body or entity and the contractor must be carried out through the electronic system used to conduct the tenders and manage the contracts. When, for technical reasons such as system unavailability or otherwise, it is not possible to use this system, the use of electronic messaging will be allowed for this purpose.

6.4. The body or entity may summon a representative of the company to adopt measures that must be complied with immediately.

6.5. The execution of the object must be monitored and supervised by an inspection team and a receiving committee to be appointed.

## **7. MEASUREMENT AND PAYMENT CRITERIA**

### **Receipt of the object**

7.1. The goods will be delivered accompanied by an *invoice* and a *packing list*, in accordance with the PO data issued.

7.2. The object will be received:

- a) provisionally, within 10 (ten) calendar days of receipt of the documents at the CABW Warehouse or at another location accepted by the Administration; and
- b) definitively by the receiving commission (COMREC) of the PAMA GL (end user), within 10 (ten) calendar days of verifying the quality and quantity of the material delivered in Brazil.

7.3. The estimated time for transportation of the material to Brazil, by air or sea, and its customs clearance is up to 45 (forty-five) calendar days from provisional receipt by CABW.

7.4. Delivery, packaging and transportation must follow the rules established in the Public Notice governing this contract, in these Terms of Reference and their annexes.

7.5. The goods may be rejected, in whole or in part, including prior to provisional receipt, when they do not comply with the specifications in the Terms of Reference and in the tender, and must be replaced within 30 (thirty) calendar days of notification by the contractor, at its expense, without prejudice to the application of penalties.

7.6. Provisional or final acceptance shall not exclude civil liability for the soundness and safety of the delivery or ethical and professional liability for the perfect performance of the contract.

### **Liquidation**

7.7. For settlement purposes, the competent department must check that the *invoice* or equivalent billing instrument presented expresses the necessary and essential elements of the document, such as:

- a) the expiration date;
- b) the date of issue;
- c) the details of the contract (PO) and the contracting authority; and
- d) the amount to be paid.

7.8. In the event of an error in the presentation of the *invoice* or equivalent billing instrument, or a circumstance that prevents the expenditure from being settled, the expenditure will be held up until the contractor has taken remedial action, and the period will restart once proof has been provided that the situation has been rectified, at no cost to the contractor.

### **Payment deadline**

7.9. Payments will be made by the CABW to the contractor within a maximum of 30 (thirty) calendar days from the signing of the Final Receipt of the landing gear set and its containers by PAMA GL.

7.10. The Brazilian Aeronautical Commission will pay for the landing gear set and containers as soon as all the contractual requirements have been met by the seller.

### **Payment method**

7.11. Payment will be made by *wire transfer* to a bank account in the name of the contractor, and payment to third-party accounts is prohibited, except in cases where there is a link between the companies, proven by documentary evidence and accepted by CABW.

7.12. From time to time, CABW may send payments by check if the contractor formally requests this method of payment.

7.13. Payments will be made in US dollars, unless another currency is provided for in the RFQ and PO.

7.14. CABW will not cover any fees charged by the contractor's banks for receiving *wire transfers*.

## **Fees and Taxes**

7.15. All government taxes, duties, etc. relating to the sale itself and the country's customs procedures for final export shall be payable by the CONTRACTED PARTY.

7.16. All taxes, duties, etc., of the Brazilian Government relating to the business itself and the Brazilian customs procedures for definitive importation shall be due by the CONTRACTING PARTY.

7.17. The price submitted by the CONTRACTED PARTY must include all taxes and duties relating to the legislation of its country.

## **8. FORM AND CRITERIA FOR SELECTING THE CONTRACTOR**

### **Form of selection and criteria for judging the proposal**

8.1. The CONTRACTOR will be selected by means of a BIDDING procedure, in the form of an ELECTRONIC BIDDING, with the adoption of the LOWEST PRICE judgment criterion, following the provisions of Ordinance GM-MD No. 5,175, of 2021.

### **Qualification requirements**

8.2. In order to participate in the tender and qualify, the bidder must comply with the requirements set out in the Public Notice governing this contract.

### **Technical Qualification**

8.3. The company must belong to the aeronautical material industry and prove its ability to supply goods in characteristics, quantities and terms compatible with the object of this bid, or with the relevant item, by submitting certificates provided by legal entities under public or private law. For the purposes of this sub-item, the certificates must relate to contracts executed with at least one of the following characteristics:

- 8.3.1. Supply or sale of at least one (1) set of landing gear of a similar or larger size; or
- 8.3.2. Own or have a lease with an option to purchase at least one (1) set of landing gear of a similar size or larger.
- 8.3.3. In the case of a consortium, the Technical Qualification documentation of the CONSORTIES must reflect the responsibility of each one, as described in the Consortium's constitution commitment; and
- 8.3.4. Demonstrate proven economic, administrative and technical capacity to market one (1) set of landing gear of a similar or larger size, guaranteeing its airworthiness, for

example through its own *Continuing Airworthiness Management Organization (CAMO)* structure certified by EASA/FAA/ANAC.

## 9. ESTIMATES OF THE VALUE OF THE CONTRACT

9.1. The estimated cost of the contract is **US\$ 5,386,500.00 (five million three hundred and eighty-six thousand five hundred dollars)**, and the amount offered by the CONTRACTED PARTY must comply with the conditions set out in item 8.3 of Preliminary Technical studies 001/PAMAGL/2024.

## 10. BUDGET ADEQUACY

10.1. The expenses arising from this contract will be covered by specific funds allocated in the Federal Budget.

10.2. The contract will be covered by a credit to be included by DIRMAB in the 2024 Action Plan, as requested by PAMA GL in Official Letter No. 4/TPGO/1029, dated February 7, 2024, included in this file, in Program 6112 (National Defense) and Action 2048 (Maintenance and Supply of Aeronautical Material) or other applicable Budgetary Actions.

Rio de Janeiro, *(see electronic signature)*.

*(electronically signed)*

**RENAN HERBERT PICORELLI WALTER** Capt Av  
Requesting Member of the Planning Team

*(electronically signed)*

**LUÍS FERNANDO NEVES BEVICTORI ALBRECHT** Maj Eng  
Technical Member of the Planning Team

*(electronically signed)*

**ALEXANDRE MOURA ALMEIDA** Capt Int  
Administrative Member of the Planning Team

Conferred:

*(electronically signed)*  
MOISES GOMES DA **MOTTA** Col Int  
PAMA GL Internal Control Agent

I approve this Term of Reference, as it contains all the elements necessary to achieve the Administration's objective of acquiring material to meet the needs of the Military Organizations, in accordance with the conditions, quantities and requirements set out in this Instrument.

*(electronically signed)*  
Brig-Gen CLAUCO FERNANDO VIEIRA **ROSSETTO**  
PAMA GL Authorizing Officer



MINISTÉRIO DA DEFESA  
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

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Este documento foi assinado e conferido eletronicamente com fundamento no artigo 6º, do Decreto nº 8.539 de 08/10/2015 da Presidência da República pelos assinantes abaixo:

Assinado via ASSINATURA CADASTRAL por Cap ALEXANDRE MOURA ALMEIDA no dia 24/06/2024 às 08:06:11 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cap RENAN HERBERT PICORELLI WALTER no dia 24/06/2024 às 08:20:36 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Major LUÍS FERNANDO NEVES BEVICTORI ALBRECHT no dia 24/06/2024 às 14:05:18 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel MOISES GOMES DA MOTTA no dia 24/06/2024 às 20:34:00 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Brig Ar CLAUCO FERNANDO VIEIRA ROSSETTO no dia 25/06/2024 às 07:30:35 no horário oficial de Brasília.

# CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO