



MINISTRY OF DEFENSE
AERONAUTICS COMMAND
AERONAUTICS LOGISTICS CENTER

TERM OF REFERENCE NO. 01/SSCB/2024

1. THE OBJECT

1.1. Supply of aviation kerosene type fuel, on demand, to supply aircraft and equipment of the Aeronautics Command on missions outside Brazilian territory, in accordance with the conditions, quantities and requirements set out herein, and in accordance with the following specifications:

1.1.1. The fuel must meet both ASTM *Specification D1655-24 (Standard Specification for Aviation Turbine Fuels)* and MIL-DTL-83133E (*Turbine Fuel, Aviation, Kerosene Type*), or the most recent; and

1.1.2. The fuel, in both specifications, according to operational need, must be composed of corrosion inhibitors from Standards MIL-I-25017E and AFQRJOS Issue 35 (*Aviation Fuel Quality Requirements for Jointly Operated Systems*), and *anti-icing* from Standards Def Stan 68-252 (2022), MIL-A-85470B and MIL-DTL-85470B, or the most recent.

1.2. The object of the tender is an ordinary service and is provided for in CELOG's 2024 Annual Procurement and Contracting Plan (PAAC), under planning code CABW24MAT82.

1.3. The fuel must be supplied at the Mouth of the Tank (*Into Plane*) or vented if necessary for technical and operational reasons. It must also be disposed of if contamination is suspected, in order to prioritize operational safety. Untightening and disposal services must be priced by the Contractor at the time of the request, who will issue an *invoice* detailing the type of service to be provided.

1.4. The term of the contract is 5 (five) years from the signing of the contract, with the possibility of an extension for a further 5 (five) years.

1.5. This contract will be executed on a unit-price basis.

1.6. Considering the nature of the object of the tender, the quantities established are estimated and may therefore be increased in accordance with COMAER's operational needs.

1.7. The quantities of the items are detailed in the table below:

Item	Request	ICAO	Location	Type of product	CATSER	Unit of Measure	Maximum Unit Value (USD)	Total Annual Value (USD)	Total Value 5 Years (USD)
1	CSR284002CB	DGAA	Ghana	JET A	25372	Liters	4,2	\$ 87.436,20	\$437.181,00
2	CSR284003CB	DIAP	Ivory Coast	JET A	25372	Liters	3,58	\$ 102.594,42	\$512.972,10
3	CSR284005CB	DNAA	Nigeria	JET A	25372	Liters	3,98	\$ 6.585,85	\$32.929,25
4	CSR284006CB	DTTA	Tunisia	JET A	25372	Liters	3,34	\$ 222.028,79	\$1.110.143,95
5	CSR284007CB	FAOR	South Africa	JET A	25372	Liters	3,81	\$ 39.733,07	\$198.665,35
6	CSR284010CB	FKYS	Cameroon	JET A	25372	Liters	4,97	\$ 10.856,85	\$54.284,25
7	CSR284016CB	FNLU	Angola	JET A	25372	Liters	3,6	\$ 35.935,36	\$179.676,80
8	CSR284021CB	FPST	São Tomé and Príncipe	JET A	25372	Liters	5,77	\$ 73.425,97	\$367.129,85
9	CSR284022CB	GMME	Morocco	JET A	25372	Liters	3,62	\$ 2.519,09	\$12.595,45
10	CSR284023CB	GMMX	Morocco	JET A	25372	Liters	3,45	\$ 14.838,09	\$74.190,45
11	CSR284024CB	GVAC	Cape Verde	JET A	25372	Liters	3,47	\$ 1.004.266,39	\$5.021.331,95
12	CSR284025CB	GVNP	Cape Verde	JET A	25372	Liters	3,76	\$ 196.726,78	\$983.633,90
13	CSR284026CB	GVSU	Cape Verde	JET A	25372	Liters	5,04	\$ 22.568,43	\$112.842,15
14	CSR284027CB	HAAB	Ethiopia	JET A	25372	Liters	3,98	\$ 141.264,29	\$706.321,45
15	CSR284028CB	HECA	Egypt	JET A	25372	Liters	4,14	\$ 83.900,36	\$419.501,80
16	CSR284029CB	MDSU	Dominican Republic	JET A	25372	Liters	3,96	\$ 11.104,49	\$55.522,45
17	CSR284030CB	MGGT	Guatemala	JET A	25372	Liters	3,66	\$ 14.189,71	\$70.948,55
18	CSR284031CB	MROC	Costa Rica	JET A	25372	Liters	4,73	\$ 7.991,61	\$39.958,05
19	CSR284032CB	TBPB	Barbados	JET A	25372	Liters	3,96	\$ 92.839,28	\$464.196,40
20	CSR284012CB	TJSJ	Puerto Rico	JET A	25372	Liters	3,72	\$ 185.322,39	\$926.611,95
21	CSR284015CB	TSVA	Jamaica	JET A	25372	Liters	6,02	\$ 86.862,82	\$434.314,10
22	CSR284038CB	KADW	USA	JET A	25372	Liters	3,75	\$ 456.216,92	\$2.281.084,60
23	CSR284042CB	KAEX	USA	JET A	25372	Liters	5,78	\$ 40.828,23	\$204.141,15
24	CSR284047CB	KISP	USA	JET A	25372	Liters	5,42	\$ 77.728,17	\$388.640,85
25	CSR284050CB	KJFK	USA	JET A	25372	Liters	8,16	\$ 186.882,01	\$934.410,05
26	CSR284052CB	KMCO	USA	JET A	25372	Liters	6,97	\$ 150.898,25	\$754.491,25
27	CSR284055CB	KMIA	USA	JET A	25372	Liters	6,17	\$ 105.047,78	\$525.238,90
28	CSR284059CB	KTIK	USA	JET A	25372	Liters	4,28	\$ 83.533,43	\$417.667,15
29	CSR284062CB	PANC	USA	JET A	25372	Liters	4,93	\$ 419.785,89	\$2.098.929,45
30	CSR284033CB	TFFF	Martinique	JET A	25372	Liters	4,26	\$ 42.710,42	\$213.552,10
31	CSR284034CB	MPTO	Panama	JET A	25372	Liters	3,23	\$ 17.349,38	\$86.746,90
32	CSR284035CB	KNOW	Argentina	JET A	25372	Liters	3,59	\$ 55.424,20	\$277.121,00
33	CSR284036CB	SACK	Argentina	JET A	25372	Liters	3,99	\$ 3.219,89	\$16.099,45
34	CSR284037CB	SAME	Argentina	JET A	25372	Liters	6,02	\$ 38.762,62	\$193.813,10
35	CSR284039CB	SAWH	Argentina	JET A	25372	Liters	4,86	\$ 210.956,05	\$1.054.780,25

36	CSR284040CB	SCCI	Chile	JET A	25372	Liters	5,05	\$ 659.701,40	\$3.298.507,00
37	CSR284041CB	SCEL	Chile	JET A	25372	Liters	4,19	\$ 41.600,61	\$208.003,05
38	CSR284043CB	SEQM	Ecuador	JET A	25372	Liters	5,05	\$ 30.382,00	\$151.910,00
39	CSR284044CB	SGAS	Paraguay	JET A	25372	Liters	4,64	\$ 233.073,98	\$1.165.369,90
40	CSR284045CB	SGES	Paraguay	JET A	25372	Liters	5,08	\$ 46.367,84	\$231.839,20
41	CSR284046CB	SKBO	Colombia	JET A	25372	Liters	4,04	\$ 114.091,24	\$570.456,20
42	CSR284048CB	SKCG	Colombia	JET A	25372	Liters	3,47	\$ 39.827,05	\$199.135,25
43	CSR284049CB	SKRG	Colombia	JET A	25372	Liters	3,89	\$ 29.152,23	\$145.761,15
44	CSR284051CB	SLLP	Bolivia	JET A	25372	Liters	4,53	\$ 2.389,14	\$11.945,70
45	CSR284053CB	SLVR	Bolivia	JET A	25372	Liters	4,53	\$ 11.282,29	\$56.411,45
46	CSR284054CB	SMJP	Suriname	JET A	25372	Liters	4,38	\$ 17.113,71	\$85.568,55
47	CSR284056CB	SPJC	Peru	JET A	25372	Liters	3,28	\$ 92.845,61	\$464.228,05
48	CSR284057CB	SOUTH	Uruguay	JET A	25372	Liters	4,64	\$ 16.771,10	\$83.855,50
49	CSR284058CB	SUMU	Uruguay	JET A	25372	Liters	4,01	\$ 59.156,05	\$295.780,25
50	CSR284008CB	SURV	Uruguay	JET A	25372	Liters	5,64	\$ 44.664,63	\$223.323,15
51	CSR284011CB	SYCJ	Guyana	JET A	25372	Liters	5,8	\$ 106.176,29	\$530.881,45
52	CSR284017CB	LLBG	Israel	JET A	25372	Liters	3,25	\$ 9.760,74	\$48.803,70
53	CSR284060CB	LLOV	Israel	JET A	25372	Liters	3,74	\$ 6.727,77	\$33.638,85
54	CSR284061CB	LTAC	Turkey	JET A	25372	Liters	3,43	\$ 95.757,03	\$478.785,15
55	CSR284063CB	OERK	Saudi Arabia	JET A	25372	Liters	3,29	\$ 59.950,53	\$299.752,65
56	CSR284064CB	OLBA	Lebanon	JET A	25372	Liters	3,8	\$ 3.005,18	\$15.025,90
57	CSR284066CB	OMAA	United Arab Emirates	JET A	25372	Liters	3,09	\$ 609.917,88	\$3.049.589,40
58	CSR284067CB	OMDB	United Arab Emirates	JET A	25372	Liters	3,17	\$ 10.987,06	\$54.935,30
59	CSR284069CB	OMDW	United Arab Emirates	JET A	25372	Liters	3,15	\$ 84.932,37	\$424.661,85
60	CSR284071CB	OTHH	Qatar	JET A	25372	Liters	3,17	\$ 87.976,82	\$439.884,10
61	CSR284072CB	GVA	India	JET A	25372	Liters	2,99	\$ 2.909,93	\$14.549,65
62	CSR284074CB	VIDP	India	JET A	25372	Liters	3,86	\$ 99.127,66	\$495.638,30
63	CSR284075CB	WSSS	Singapore	JET A	25372	Liters	3,24	\$ 3.801,61	\$19.008,05
64	CSR284077CB	ZBAA	China	JET A	25372	Liters	3,21	\$ 151.667,13	\$758.335,65
65	CSR284078CB	ZSSS	China	JET A	25372	Liters	3,15	\$ 134.431,42	\$672.157,10
66	CSR284084CB	EBMB	Belgium	JET A	25372	Liters	3,24	\$ 44.687,21	\$223.436,05
67	CSR284085CB	EDDB	Germany	JET A	25372	Liters	3,67	\$ 121.074,78	\$605.373,90
68	CSR284086CB	EDDH	Germany	JET A	25372	Liters	4,94	\$ 1.935,19	\$9.675,95
69	CSR284087CB	EGLF	United Kingdom	JET A	25372	Liters	5,45	\$ 8.713,63	\$43.568,15
70	CSR284088CB	EGSS	United Kingdom	JET A	25372	Liters	3,26	\$ 75.996,41	\$379.982,05
71	CSR284089CB	EPWA	Poland	JET A	25372	Liters	3,82	\$ 25.215,10	\$126.075,50
72	CSR284090CB	GCLP	Spain	JET A	25372	Liters	3,25	\$ 410.474,54	\$2.052.372,70
73	CSR284091CB	LEBL	Spain	JET A	25372	Liters	3,9	\$ 3.566,50	\$17.832,50
74	CSR284092CB	LEMD	Spain	JET A	25372	Liters	3,88	\$ 47.625,28	\$238.126,40

75	CSR284093CB	LFPB	France	JET A	25372	Liters	5,07	\$ 108.217,03	\$541.085,15
76	CSR284094CB	LFPG	France	JET A	25372	Liters	5,15	\$ 121.120,88	\$605.604,40
77	CSR284095CB	LGAV	Greece	JET A	25372	Liters	4,04	\$ 111.546,77	\$557.733,85
78	CSR284096CB	LIBD	Italy	JET A	25372	Liters	4,54	\$ 36.161,03	\$180.805,15
79	CSR284097CB	LIRA	Italy	JET A	25372	Liters	4,43	\$ 73.206,19	\$366.030,95
80	CSR284065CB	LIRF	Italy	JET A	25372	Liters	4,47	\$ 25.008,21	\$125.041,05
81	CSR284068CB	LIRP	Italy	JET A	25372	Liters	4,41	\$ 104.840,38	\$524.201,90
82	CSR284070CB	LIRQ	Italy	JET A	25372	Liters	3,96	\$ 3.730,42	\$18.652,10
83	CSR284073CB	LKPR	Czech Republic	JET A	25372	Liters	4,47	\$ 24.644,24	\$123.221,20
84	CSR284076CB	LPAR	Portugal	JET A	25372	Liters	4,58	\$ 73.907,69	\$369.538,45
85	CSR284079CB	LPPR	Portugal	JET A	25372	Liters	4,92	\$ 85.788,77	\$428.943,85
86	CSR284080CB	LPPT	Portugal	JET A	25372	Liters	3,39	\$ 482.028,31	\$2.410.141,55
87	CSR284081CB	LSGG	Switzerland	JET A	25372	Liters	3,16	\$ 13.377,34	\$66.886,70
88	CSR284082CB	LTBA	Turkey	JET A	25372	Liters	4,92	\$ 3.966,79	\$19.833,95
89	CSR284083CB	UUWW	Russia	JET A	25372	Liters	4,64	\$ 40.295,39	\$201.476,95

2. DEFINITIONS

2.1. FUELING AUTHORIZATION - Document issued by the CONTRACTED PARTY in favor of the END USER, used to operate and process supplies at the CONTRACTED PARTY's supply points.

2.2. CELOG - Aeronautics Logistics Center.

2.3. CABW - Brazilian Aeronautical Commission in Washington.

2.4. TERM OF REFERENCE - A set of necessary and sufficient elements, with an appropriate level of precision, to characterize the service being bid on. It is drawn up based on the indications of the preliminary technical studies, which ensure technical feasibility and make it possible to assess the costs of the work or service, define the methods and deadlines for its execution.

2.5. COMAER - Aeronautics Command.

2.6. CONTRACT FISCALIZATION COMMISSION - Commission representing the CONTRACTING PARTY vis-à-vis the CONTRACTED PARTY, systematically appointed to monitor and supervise the execution of the contractual instrument, and complementary requests issued by the Union, in all its aspects.

2.7. MATERIAL OR SERVICE RECEIPT COMMISSION (COMREC) -

Commission of Administration Agents made up of at least 3 (three) members who, through the Contracting Management Unit, represent the Aeronautics Command at the

The Contractor is responsible for taking delivery of the object, whether it is a material good or a service, under the conditions pre-established in the invitation to tender, commitment, contractual instrument, etc.

2.8. PROOF OF SUPPLY OR DELIVERY (CPA or CE):

Document issued by the supplier after fueling, confirming the quantity supplied, place, date and time of delivery. The EC can be replaced by a *Fuel Ticket*, depending on the rules of the airfield.

2.9. CONTRACTED PARTY - The company that won the bidding process after the approval and award of the bid.

2.10. CONTRACTING PARTY - Aeronautics Command (Federal Government), represented by the Brazilian Aeronautics Commission in Washington (CABW).

2.11. BIDDING PROCESS (BID) - Administrative procedure used to select the most advantageous proposal for the Public Administration, in which companies or individuals interested in supplying products or services compete with each other to obtain a contract. The tender referred to in these Terms of Reference adopts the criterion of judging by the highest discount in the face-to-face auction modality, for the contracting of the service of supplying aviation fuel.

2.12. PUBLIC AUCTION - A bidding procedure for the acquisition of common goods or services in which interested companies bid in a public session, in person, and the most advantageous proposal for the public administration is selected.

2.13. FAB - Brazilian Air Force.

2.14. CONTRACT FISCAL - Administration agent representing the CONTRACTING PARTY vis-à-vis the CONTRACTED PARTY, systematically appointed to monitor and supervise the execution of the contractual instrument, as well as the complementary requests issued by the Union, in all its aspects.

2.15. FUEL TICKET - Proof issued at the time of refueling, signed by the operator or person in charge of the aircraft, attesting to the volume of fuel supplied. It is essential for controlling and billing the fuel delivered.

2.16. IATA (*International Air Transport Association*) - The International Air Transport Association, responsible for setting global standards for the aviation industry, including publishing reports on the average price of fuel by continent.

2.17. ICAO (*International Civil Aviation Organization*) - The International Civil Aviation Organization that establishes regulations and standards for the safety, efficiency and regularity of air transport.

- 2.18. INVOICE - A commercial document that formalizes a purchase and sale operation abroad and which must contain the following information, among others: quantity, unit of supply, price, payment terms, taxes, tariffs and bank details.
- 2.19. BIDDER - A bidder is any supplier, whether an individual or a legal entity, interested in selling to the government.
- 2.20. OM - COMAER Military Organization.
- 2.21. EXPENDITURE ORDERER - Administration agent with the power to carry out acts that result in the issuance of commitment notes, authorization for payments, fund supplies, approval of budgets, among others.
- 2.22. PAAI - Administrative Process for the Investigation of Irregularities consists of a record of all the acts and the investigation of administrative facts, necessary for the correct clarification and judgment by the Competent Authority, allowing it to instruct the due legal process, which culminates in the application or not of administrative sanctions.
- 2.23. PAG - Administrative Management Process.
- 2.24. PURCHASE ORDER - See "PURCHASE AUTHORIZATION".
- 2.25. S&P (S&P Global Platts) - A division of S&P Global responsible for publishing market quotations and global *benchmarks* for commodities, including aviation fuel. S&P Global Platts quotes are used as a reference in fuel supply contracts.
- 2.26. PLATTS SYMBOL - Code assigned to each type of fuel and refining region, according to the Platts Table. This symbol is used to identify the origin of the fuel's reference price and its variation on the market.
- 2.27. PLATTS TABLE - Platts is a provider of data and price assessments for the global commodities markets, such as iron ore, oil, biofuels, sugar, grains, steel, among others. For the purposes of this Term of Reference, it can be considered as the report that presents the variation of fuel prices in real time based on market quotations, varying according to the type of fuel and the geographical location of the supplier or refinery.
- 2.28. TP (TABELA PLATTS) - Abbreviation used to refer to the price practiced in the Platts Table, which will be used as the base reference for calculating the final price of fuel.
- 2.29. RECEIPT TERM - Document issued by the Receipt Commission (COMREC) attesting to and accepting the services performed.

2.30. END USER - Holder authorized by COMAER to use the *Purchase Order (PO)* at the refueling point. Normally, this will be the Aircraft Commander or another Officer designated by him.

3. JUSTIFICATION AND PURPOSE OF THE CONTRACT

3.1. The Air Force Command (COMAER), whose mission is established by Article 142 of the 1988 Federal Constitution, conducts its activities in accordance with the Federal Constitution, laws and external and internal directives. COMAER's organizational structure includes the General Support Command (COMGAP), created by Decree 65.391, of October 13, 1969, and activated by Order No. 84/GM3, of November 18, 1969, is the Air Force Command Organization whose purpose is to plan, manage and control activities related to logistical support and services aimed at ensuring the satisfaction of needs related to aeronautical material, war material, infrastructure, surface transport, fire fighting, assets, acquisitions, logistical transport, customs clearance and human resources training.

3.2. Among the Organizations Subordinated to COMGAP, the Aeronautics Logistics Center (CELOG) is the Organization whose purpose is to contract and acquire efficient, effective and innovative solutions for the provision of specific goods and services, in Brazil and abroad, in strict compliance with the provisions recommended by Law 14.133, of April 1, 2021 and Annex III of GM-MD Ordinance No. 5.175, of December 15, 2021, necessary for the preparation and employment of the Brazilian Air Force, in accordance with the guidelines of the General Support Command.

3.3. In order to carry out its constitutional duties, as well as its overall mission, which is "To maintain the sovereignty of Brazilian airspace and integrate the national territory, with a view to defending the country", the FAB uses air assets, equipment and structures of interest to COMAER which, in order to function properly, require a supply of aviation fuel.

3.4. According to Article 18 of Complementary Law No. 97 of June 9, 1999, the Air Force is responsible for the following particular subsidiary attributions:

- 3.4.1. Guide, coordinate and control civil aviation activities;
- 3.4.2. Providing air navigation safety;
- 3.4.3. Contribute to formulating and conducting the National Aerospace Policy;
- 3.4.4. Establish, equip e operate, directly or through concessions, aerospace, aeronautical and airport infrastructure;
- 3.4.5. Operating the National Air Mail;

3.4.6. Cooperate with federal agencies, when necessary, in the repression of crimes with national and international repercussions, regarding the use of airspace and airport areas, in the form of logistical, intelligence, communications and instruction support; and

3.4.7. While preserving the exclusive powers of the judicial police, to act continuously and permanently, by means of actions to control Brazilian airspace, against all types of illicit air traffic, with an emphasis on those involved in the trafficking of drugs, arms, ammunition and illegal passengers, acting in a combined operation with competent inspection bodies, which will have the task of acting after the landing of aircraft involved in illicit air traffic, being able, in their absence, to search people, land vehicles, vessels and aircraft, as well as making arrests in flagrante delicto.

3.5. The acquisition of aviation fuel to be contracted is classified as a "continuous supply" since, due to its essentiality, it will provide the necessary aviation fuel supply for the Brazilian Air Force to fulfill its institutional mission, considering the Air Force Actions, as provided for in DCA 1-1/2020, Volume II, such as logistical support for national integration, operations with other government agencies (Ministry of Health, Federal Police, Electoral Justice and others), humanitarian missions (evacuations and transportation of supplies in natural disasters, pandemics and public calamities), permanent readiness of the SAR service, transportation of authorities and guarantee of law and order. It is mandatory that aviation fuel be supplied without interruption, at any time of day, every day of the year.

3.6. Every year, the EMAER publishes and establishes the distribution of the air effort of all FAB aircraft, by means of specific internal legislation. The purpose of this publication is to plan air activities for the current year, in accordance with the parameters established for the air effort to be carried out and the corresponding fuel allocation. With the perspective of the flight hours to be carried out during the year, the planning of the fuel needed to fulfill this quantity of hours begins.

3.7. It can be seen that failure to acquire these items will have a direct impact on the Air Force's ability to fulfill its constitutional mission and its particular subsidiary duties.

3.8. Therefore, the acquisition of aviation fuels in various locations is of the utmost importance for the Air Force to carry out its activities and continue to fulfill its duties.

4. SOLUTION DESCRIPTION

4.1. Considering the expected supply of aviation fuel at all airports around the world and the characteristics of the FAB's planned and/or unplanned missions, it is necessary for fuel to be available 24 hours a day, 7 days a week, all year round, so that there are no operating restrictions.

4.2. Supplying the fuel locally through a distributor or representative is the most appropriate way for both the FAB and companies that already have the infrastructure and trained personnel to meet local demand.

4.3. Therefore, the description of the solution as a whole is to hire a company to supply aviation kerosene on demand, with the option of adding antifreeze and/or anticorrosive for aircraft, which must be priced by the Contractor at the time of the request, and itemized on the same fuel supply *invoice*.

4.4. The tender will consist of 89 (eighty-nine) items referring to the aerodromes most demanded by the FAB abroad, during the period from 2022 to 2024, whose data was extracted from the COMBLUB Module of SILOMS, COMAER's computerized system for aviation fuel management.

4.5. The contracted companies must provide the service of supplying aviation kerosene, on demand, at the 89 (eighty-nine) aerodromes to be contracted, for a period of 5 (five) years, with the possibility of an extension for a further 5 (five) years, in accordance with § 4, Art. 115 of Annex III of GM-MD Ordinance No. 5.175/21.

4.6. It should be emphasized,³ that the adoption of a five-year term aims to bring benefits to the Administration, as well as providing greater security for companies in offering their prices, given the stability that will be offered to them in the business, as can be seen from paragraphs 200 to 202 of Ruling No. 1214/2013 - TCU - Plenary, as follows:

"It is pertinent to conclude that the longer the term of these contracts, the greater the security companies have in offering their prices, given the stability they are offered in the business. As a result, an increase in

competition, with the expectation of better prices and the participation of companies better qualified to provide the services.

201. Furthermore, the 60 (sixty) month term only brings benefits to the administration, since the procedures currently adopted for extensions will be significantly reduced.

202. It is a fact that it is necessary to periodically assess whether the contract is still advantageous and whether there is still an interest on the part of the administration in maintaining it, as has been required in successive extensions."

5. CLASSIFICATION OF SERVICES/GOODS AND FORM OF SUPPLIER SELECTION

5.1. This is a common service, on demand, to be contracted through a bidding process, in the form of an in-person auction.

5.2. The provision of the services in question does not create an employment relationship between the Contractor's employees and the Contracting Administration, and any relationship between them that characterizes personality and direct subordination is prohibited.

6. HIRING REQUIREMENTS

6.1. Hiring requirements include the following documents:

6.1.1. Document indicating the company's Federal Tax Identification Number (e.g.: National Register of Legal Entities - CNPJ, Federal Identification Number - FEIN, and/or Tax Identification Number - TIN, or other equivalents).

6.1.2. Basic Business License of the Company to operate in the relevant jurisdiction and in the relevant field, issued by a Government Agency of the respective company's headquarters country.

6.1.3. Present the company's valid Civil Liability Certificate (proof of insurance).

6.1.4. Certificate of Incorporation or similar document in the name of the bidder.

6.2. The *Dun & Bradstreet* website should be consulted, and companies with a risk indicator no higher than "*Moderate-High*" are considered qualified. This

he risk indicator has a direct correlation with the *Failure Score* and will be used to assess the company's financial capacity.

6.3. The bidder must prove that the specifications of the aviation kerosene offered comply with ASTM D1655-24 (*Standard Specification for Aviation Turbine Fuels*) and MIL-DTL-83133E (*Turbine Fuel, Aviation, Kerosene Type*), or the most recent standards.

6.4. According to operational needs, it must be composed of corrosion inhibitors from Standards MIL-I-25017E and AFQRJOS Issue 35 (*Aviation Fuel Quality Requirements for Jointly Operated Systems*), and *anti-icing* from Standards Def Stan 68-252 (2022), MIL-A-85470B and MIL-DTL-85470B, or the most recent.

6.5. The bidder must present certification, issued by a third party, in compliance with international standards JIG 1 (*Issue 13 - Aviation Fuel Quality Control & Operating Standards For Into Plane Felling Services*), and ATA Specification 103 Revision 2023.1 (*Standard for Jet Fuel Quality Control Airports*).

7. SUSTAINABILITY CRITERIA

- 7.1. The supplying company must present the UNE-EN ISO 9001:2015 (Quality Management) and UNE-EM ISO 14001:2015 (Environmental Management) certificates, or equivalent.
- 7.2. The supply company should adopt sustainable fuels, such as SAFs (*Sustainable Aviation Fuels*), biofuels or certified synthetic fuels, as far as possible and economically viable.
- 7.3. The supply company must monitor CO₂ and other greenhouse gas emissions (methane, nitrous oxide) as far as possible and economically viable, and submit regular reports.
- 7.4. The supply company should adopt participation in global carbon offsetting programs, such as ICAO's CORSIA (*Carbon Offsetting and Reduction Scheme for International Aviation*).
- 7.5. The supply company will have to implement advanced technologies that optimize fuel consumption and reduce waste.
- 7.6. The supply company must have supplier certification according to international standards such as the *Roundtable on Sustainable Biomaterials* (RSB) or ISCC+ (*International Sustainability and Carbon Certification*).
- 7.7. The supply company must comply with regulations such as the EU *Renewable Energy Directive* (RED II), which defines sustainability criteria for biofuels.
- 7.8. The supplying company should present alignment with other local sustainability criteria that are widely adopted and recommended by organizations such as ICAO, IATA, as well as international regulators to promote a more sustainable supply sector aligned with global climate commitments.

8. OBJECT EXECUTION MODEL

- 8.1. The object will be executed in accordance with the following procedures:
 - 8.1.1. Contacting the supplier: The aircraft operator will make direct contact with the supplier responsible for the aerodrome where the refueling will take place, via *e-mail*. In this contact, the operator will inform them of the period planned for refueling, the amount of fuel required, the type of aircraft and its registration number.

8.1.2. Issuing the *invoice*: After supply, the supplier must issue an *invoice*.

invoice containing the following information:

- 8.1.2.1. Identification of the aerodrome according to the ICAO code.
- 8.1.2.2. Date of supply.
- 8.1.2.3. *Invoice* issue date.
- 8.1.2.4. Quantity of fuel supplied, expressed in US gallons and liters.
- 8.1.2.5. Unit price of fuel per gallon.
- 8.1.2.6. All taxes, including fuel taxes, airport taxes and other applicable charges.

8.1.3. The *invoice* will be sent to the Contract Inspector, who will be responsible for reviewing the details of the operation.

8.1.4. Verification and submission to COMREC: The Contract Inspector, upon receipt of the *invoice*, will have a period of up to 15 (fifteen) days to carry out the verification of the services provided and forward it to COMREC. In turn, COMREC will be responsible for drawing up the Statement of Receipt, confirming that the supply has been carried out in accordance with the contractual terms.

8.1.5. Submission to CABW and payment: Once the Statement of Receipt has been issued, it will be sent to CABW within 15 days. Upon receipt of the Statement of Receipt, CABW will have up to 30 days to make payment to the supplier, totaling a maximum of 60 days from the time the *invoice* is sent to the Contract Supervisor until payment for the service provided is completed.

8.1.6. Questions of interpretation or clarification must be resolved by the bidder before the proposal.

9 INFORMATION RELEVANT FOR O SIZING THE PROPOSAL

9.1 Price proposals must be submitted in US dollars.

9.2 Companies participating in the tendering process must submit their commercial proposal based on the model provided in the Annex to the Public Notice, which may not be modified.

9.3 The total cost must include all direct and indirect costs for the execution of the services, including expenses for materials and/or equipment, labor

specialized or not, insurance in general, auxiliary equipment, tools, labor and social security charges, taxes, fees, regulations and taxes of any nature, in short, everything necessary for the total execution of the services, as well as profit.

9.4 Requests for the provision of services shall be issued by the Employer by e-mail in order to authorize the provision of the service by the Contractor.

9.5 The Contractor shall be responsible for the full-time custody of the cargo until delivery to the consignee, even in the case of subcontracting, so as to exempt COMAER from any liability.

10 CONTRACTOR'S OBLIGATIONS

10.1 Demand compliance with all the obligations assumed by the Contractor, in accordance with the contractual clauses and the terms of its bid.

10.2 To monitor and supervise the supply, by a specially appointed server or commission, noting any faults detected in a proper record, indicating the day, month and year, as well as the names of any employees involved, and forwarding the notes to the competent authority for the appropriate measures.

10.3 Notify the Contractor in writing of the occurrence of any imperfections, faults or irregularities found during the execution of the supply, setting a deadline for their correction, making sure that the solutions proposed by the Contractor are the most appropriate.

10.4 Pay the Contractor the amount resulting from the provision of the service, within the period and under the conditions set out in these Terms of Reference.

10.5 Not engage in acts of interference in the administration of the Contractor, such as:

10.5.1 Exercise power of command over the Contractor's employees, and report only to the agents or persons responsible appointed by the Contractor.

10.5.2 Directing the hiring of people to work for the contracted companies.

10.5.3 Promoting or accepting the deviation of functions of the Contractor's workers, by using them in activities other than those provided for in the object of the contract and in relation to the specific function for which the worker was hired.

10.6 Provide in writing the information necessary for the development of the services under the contract.

10.7 Notify the judicial representation body of the Federal Attorney General's Office to adopt the appropriate measures in the event of non-compliance with the obligations by the Contractor.

11 OBLIGATIONS OF THE CONTRACTOR

11.1 Execute the object in accordance with the specifications of this Term of Reference and its proposal, with the allocation of the employees necessary for the perfect fulfillment of the contractual clauses, in addition to supplying and using the necessary materials and equipment, tools and utensils, in the quality and quantity specified in this Term of Reference and in its proposal.

11.2 Repair, correct, remove or replace, at its own expense, in whole or in part, within the time limit set by the contract supervisor, the services carried out in which vices, defects or inaccuracies resulting from the execution or the materials used are found.

11.3 Liable for defects and damages arising from the execution of the object, as well as for any and all damage caused to the Union or federal entity, and must immediately reimburse the Administration in full, with the Employer being authorized to deduct from the guarantee, if required in the public notice, or from the payments due to the Contractor, the amount corresponding to the damages suffered.

11.4 Use qualified employees with basic knowledge of the services to be performed, in accordance with the rules and regulations in force.

11.5 Prohibit the use, in the execution of the services/object, of an employee who is a relative of a public agent occupying a commissioned position or a position of trust in the Contracting Body.

11.6 To be responsible for complying with the obligations provided for in the Agreement, Convention, Collective Bargaining Agreement or equivalent of the categories covered by the contract, for all labor, social security, tax and other obligations provided for in specific legislation, the default of which does not transfer responsibility to the Contracting Party.

11.7 Notify the contract supervisor within 24 (twenty-four) hours of any abnormal occurrence or accident at the service site.

11.8 To stop, at the Contractor's request, any activity that is not being carried out in accordance with good technique or that endangers the safety of people or third parties' property.

11.9 Promote the technical and administrative organization of the services, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that make up these Terms of Reference, within the specified timeframe.

11.10 Carry out the work in strict compliance with the rules of the relevant legislation, complying with the orders of the Public Authorities, always keeping the service site clean and in the best conditions of safety, hygiene and discipline.

11.11 Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions of qualification required in the bid.

11.12 Bear the burden arising from any mistake in the sizing of the quantities in its proposal, including variable costs arising from future and uncertain factors, unless they are extraordinary and non-contractual.

11.13 Provide the services/execute the object within the established parameters and routines, supplying all materials, equipment and utensils in adequate quantity, quality and technology, in compliance with the recommendations accepted by good technique, standards and legislation.

11.14 The service must be carried out with the adoption of safety measures to protect people, materials, installations and equipment, in order to avoid accidents or damage to them.

11.15 The Contractor shall be liable, under the terms of the legislation in force in each country, for any accident or damage to personnel, material, installations and equipment, as well as to third parties during the performance of the services described in these Terms of Reference.

11.16 Bear the costs of transportation, food, lodging and social security of its employees involved in the services specified in these Terms of Reference, including, when necessary, travel between countries.

11.17 Have insurance for any damage caused to property during the execution of the activities provided for in these Terms of Reference, arising from intent, fault (negligence, recklessness or malpractice) or omission, of personnel, agent, representative or subcontractor of the Contractor, covering moral and material damages (emergent damages and loss of profits).

11.18 It is desirable that the contractor's team is made up of people fluent in English and Portuguese. The agent must be fluent in at least English.

12 SUBCONTRACTING

12.1 Subcontracting is permitted up to a limit of 50% of the item.

12.2 The subcontractor must have all the technical and economic qualifications required and must prove its technical capacity to perform the services. However, the Contractor will be responsible for the quality of the services.

12.3 Subcontracting is allowed both for the services necessary for the faithful fulfillment of the main obligations of the object defined in these Terms of Reference (core business) and for ancillary services such as transportation, supply operation logistics, etc. (middle business).

12.4 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.

13 SUBJECTIVE CHANGE

13.1 The merger, spin-off or incorporation of the contractor with/into another legal entity is admissible, provided that the new legal entity complies with all the qualification requirements demanded in the original bid; that the other clauses and conditions of the contract are maintained; that there is no prejudice to the performance of the contracted object; and that the Administration expressly agrees to the continuation of the contract.

14 CONTROL AND SUPERVISION OF EXECUTION

14.1 The Contracting Authority's representative must record any occurrences and take the necessary measures to ensure faithful compliance with the contractual clauses.

14.2 Total or partial non-compliance with the obligations and responsibilities assumed by the Contractor shall give rise to administrative sanctions, as provided for in these Terms of Reference.

14.3 The activities of managing and supervising the execution of the contract must be carried out in a preventive, routine and systematic manner, and may be carried out by civil servants, a supervisory team or a single civil servant, provided that, in carrying out these duties, the distinction of these activities is ensured and, due to the volume of work, does not compromise the performance of all actions related to Contract Management.

14.4 The technical supervision of the contracts will constantly evaluate the execution of the object.

14.5 During the execution of the object, the technical inspector must constantly monitor the level of quality of the services in order to avoid their degeneration, and must intervene to require the Contractor to correct the faults, failures and irregularities found.

14.6 The inspection referred to in this clause does not exclude or reduce the Contractor's liability, including vis-à-vis third parties, for any irregularity, even if resulting from technical imperfections, redhibitory defects, or the use of inadequate or inferior quality material and, in the event of such an occurrence, does not imply co-responsibility on the part of the Contracting Party or its agents, managers and inspectors.

15 RECEIPT AND ACCEPTANCE OF THE OBJECT

15.1 The Contractor must send the *invoice* to the designated inspector and follow the procedures described in item 8.1 of these Terms of Reference.

16 PAYMENT

16.1 The Contractor must send the *invoice* to the designated inspector and follow the procedures described in item 8.1 of these Terms of Reference.

16.2 The department responsible for making the payment must check that the Invoice expresses the necessary and essential elements of the document, such as:

16.2.1 The deadline for payment.

16.2.2 The date of issue.

16.2.3 Bank details.

16.2.4 The amount payable.

16.3 In the event of an error in the presentation of the Invoice, or a circumstance that prevents the settlement of the expense, payment will be held up until the Contractor takes remedial action. In this case, the deadline for payment will begin once the situation has been rectified, and this will not entail any burden for the Contractor.

16.4 The date of payment shall be deemed to be the day on which the bank order for payment is issued.

16.5 In the event of late payment, provided that the Contractor has not contributed to this in any way, the amount due shall be increased by financial restatement, which shall be calculated from the due date until the date of actual payment.

payment, in which default interest will be calculated at the rate of 0.5% (half a percent) per month, or 6% (six percent) per year, by applying the following formulas:

EM = I x N x VP, where:

EM = Late payment charges;

N = Number of days between the scheduled payment date and the actual payment date; PV
= Amount of the installment to be paid.

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

$$I = (TX) \quad I = \frac{(6 / 100)}{365} \quad I = 0,00016438 \quad TX = \text{Percentage of annual rate} = 6\%$$

17 PERFORMANCE GUARANTEE

17.1 There will be no requirement for a contractual performance guarantee.

18 SANCTIONS

18.1 The Contractor commits an administrative infraction if:

I - Causing partial non-performance of the contract.

II - Causing partial non-performance of the contract that causes serious damage to the Administration, the operation of public services or the collective interest.

III - Causing total non-performance of the contract.

IV - Fail to deliver the documentation required for the tender.

V - Failure to maintain the bid, except due to a duly justified supervening event.

VI - Failing to sign the contract or deliver the documentation required for the contract, when summoned within the validity period of its bid.

VII - Delaying the execution or delivery of the object of the bid without justifiable reason.

VIII - Submitting a false declaration or documentation required for the bidding process or making a false declaration during the bidding process or the execution of the contract.

IX - Fraudulent bidding or fraudulent acts in the execution of the contract.

X - Behaving inappropriately or committing fraud of any kind.

XI - Practicing illicit acts with a view to frustrating the objectives of the tender.

18.2 Unjustified delay in the execution of the contract shall subject the Contractor to a late payment fine, as provided for in the call for tenders or in the contract.

18.3 For total or partial non-performance of the contract, the Administration may, with prior defense guaranteed, apply the following sanctions to the contractor:

I - Warning.

II - Fine.

III - Impediment to bidding and contracting.

IV - Declaration of ineligibility to bid or contract.

18.4 An appeal may be lodged against the imposition of warning, fine and impediment to bidding and contracting sanctions within 15 (fifteen) working days from the date of notification.

18.5 The appeal referred to in the previous item shall be addressed to the authority that issued the decision appealed against, which, if it does not reconsider it within 5 (five) working days, shall forward the appeal with its reasons to the higher authority, which shall issue its decision within a maximum of 20 (twenty) working days from receipt of the case file.

18.6 Only a request for reconsideration may be made against the imposition of a fine and a declaration of ineligibility to bid or contract, which must be submitted within 15 (fifteen) working days from the date of notification, and decided within a maximum of 20 (twenty) working days from receipt.

18.7 The sanction established in item IV of item 19.3 of these Terms of Reference is the exclusive competence of the Minister of State for Defense, as the case may be, with the interested party being allowed to defend himself in the respective process, within 15 (fifteen) working days, counting from the date of his summons.

18.8 The sanction provided for in item III of item 19.3 of this Term of Reference will be applied to the person responsible for the administrative infractions provided for in items II, III, IV, V, VI and VII of item 19.1 of this Term of Reference, when the imposition of a more serious penalty is not justified, and will prevent the person responsible from bidding or contracting within the direct and indirect Public Administration of the federative entity that applied the sanction, for a maximum period of 3 (three) years.

18.9 The sanction provided for in item IV of item 19.3 of this Terms of Reference will be applied to the person responsible for the administrative infractions provided for in items VIII, IX, X and XI of item 19.1, as well as for the administrative infractions provided for in items II, III, IV, V, VI and VII of the same provision, when the imposition of a more serious penalty is not justified, and will prevent the person responsible from bidding or contracting within the scope of the direct and indirect Public Administration of all federative entities, for a minimum period of 3 (three) years and a maximum of 6 (six) years.

18.10 The requirements contained in GABAER Ordinance No. 623/GC4 of November 20, 2023, attached to these Terms of Reference, shall also apply.

19 PRICE ESTIMATES AND REFERENCE PRICES.

19.1 The maximum acceptable value for the contract shall be as set out in Annex A hereto.

20 BUDGET RESOURCES.

20.1 The expenses arising from this contract will be covered by specific funds set aside in the Federal Budget for this financial year, in the appropriation listed below:

Management/Unit: 120071/120090

Source: 1050000140

Summary Work Program: 229179 Expenditure

Element: 339039

PI: FFUE20CAV01

21 GENERAL PROVISIONS

21.1 All communication between the Contractor and the Supervisory Body shall be in writing, in English or Portuguese.

21.2 Any omissions will be defined by the Director of CELOG, after an opinion has been issued by the Inspector.

21.3 The terms and conditions may be subject to increases in the estimated quantities and values. However, such increases may not exceed 25% (twenty-five percent) of the original total value.

21.4 This procurement process will be governed by American law and interpreted/evaluated in accordance with the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgment.

21.5 The following annexes are part of these Terms of Reference:

ANNEX A - List of Locations and Quantities to be Tendered for

ANNEX B - Discount Proposal - Model

ANNEX C - Proposal Sizing

São Paulo, *according to digital signature.*

Written by:

digitally signed

ALEXANDRE TADEU FERREIRA DA SILVA Lt Col Av
Head of SSCB

Conferred by:

digitally signed

CAROLINE FERNANDES CARRIOLO DE LIMA Maj Int
Internal Control Agent

Approved by:

digitally signed

Maj Brig Gen **ALCIDES ROBERTO NUNES**
Authorizing Officer

APPROVAL OF THE TERMS OF REFERENCE

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

digitally signed
Maj Brig Gen **ALCIDES ROBERTO NUNES**
Authorizing Officer