



MINISTRY OF DEFENSE
AERONAUTICS COMMAND
AERONAUTICAL MATERIAL OF SÃO PAULO DEPOT

TERM OF REFERENCE 01/PAMASP/2024

1. THE OBJECT

1.1. Procurement of a PRATT & WHITNEY model PT6A-68C engine, in accordance with the conditions, quantities and requirements set out herein for a period of 18 months, with the possibility of simultaneously disposing of an engine of the same model in used condition and the balance with financial resources, in accordance with the conditions, quantities and requirements set out herein.

ITEM	Description	QTY	Val. Total (US\$)
01	PURCHASE OF TURBO PRIMARY ENGINE - PW PT6A-68C AIRCRAFT PROPELLER WITH THE POSSIBILITY OF GIVING AWAY AN ENGINE OF THE SAME MODEL IN USED CONDITION AS PART PAYMENT.	01	2,305,000.00

1.2. The object of the tender is of the nature of a common good and, due to the supervening circumstances surrounding the contract with regard to the low availability of the engines and the initial intention to make the engines available through repair, it was not foreseen in the CABW's 2024 Annual Procurement and Contracting Plan (PAAC).

1.3. The quantities of the items are listed in the table above.

1.4. This contract will be executed on a Unit Price/Global Price basis.

1.5. Considering the aspects addressed in this Preliminary Technical Study, as well as in the document that deals in detail with the market research carried out by the Contracting and Planning Team, it was found that there is no evidence of the existence of a company in national territory that can fulfill the object of acquisition outlined above, which fits the present contracting in a specific hypothesis for conduction by the Brazilian Aeronautical Commission abroad, provided for in article 17 of ANNEX III of Ordinance GM-MD 5.175/2021.

2. DEFINITIONS

2.1. BL (*Bill of Lading*) or Maritime Bill of *Lading* - document issued by the carrier, which defines the contracting of the operation, acknowledges receipt of the cargo for shipment and the obligation to deliver it to its destination.

2.2. CABW or BACW - Brazilian Aeronautical Commission in Washington.

2.3. TERM OF REFERENCE - A set of necessary and sufficient elements, with an appropriate level of precision, to characterize the service being tendered for. 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.

- 2.4. COMAER: Aeronautics Command.
- 2.5. CONTRACTED PARTY - The company that won the bidding process after the approval and award of the bid.
- 2.6. CONTRACTING PARTY - Federal Government - Aeronautics Command, represented by the Brazilian Aeronautics Commission in Washington (CABW or BACW).
- 2.7. FAB - Brazilian Air Force.
- 2.8. FISCAL - Individual or committee 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.
- 2.9. 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.
- 2.10. OM - Military Organization.
- 2.11. 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.
- 2.12. PAAI - Formal internal administrative procedure consisting of the registration of all 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.
- 2.13. PAG - Administrative Management Process.
- 2.14. RECEIPT TERM - Document issued by COMREC (Receipt Commission) attesting to and accepting the services performed.
- 2.15. FEP - *Fleet Enhancement Program* - Pratt & Whitney's exclusive program through which it provides a new engine in exchange for a used engine in its condition.
- 2.16. TBO - *Time Between Overhaul* - Time between two equipment overhauls
- 2.17. T&S - Technical Specification - A document that specifies the condition of major components such as engines, propellers and transmissions.
- 2.18. TSO - *Time Since Overhaul* - Time of use since the equipment was last overhauled

3. JUSTIFICATION AND PURPOSE OF THE CONTRACT

3.1. The São Paulo Aeronautical Material Park, an industrial organization of the Air Force Command, has the mission of managing maintenance for various Brazilian Air Force projects. In this context, this Military Organization is responsible for providing logistical support for the PT6A-68C engines that equip the A-29 aircraft of the Natal Air Base, the Air Demonstration Squadron - EDA, and the Border Patrol Squadrons. The engines fall under the provisions of Article 3 of Decree No. 73.544 of January 23, 1974.

3.2. Recent budget restrictions have prevented the maintenance and overhaul of A-29 aircraft engines, which over the years has become uneconomical, resulting in a critical shortage of available engines. The lack of these engines has led to the unavailability of the aircraft, causing interruptions and limitations in training, which hampers the preparation and training of the teams. In addition, the aircraft play a crucial role in the squadrons responsible for border patrol, negatively affecting operational readiness and response capacity. In addition, the A-29 is the aircraft used by the Air Demonstration Squadron, and the impossibility of making presentations compromises the FAB's engagement with society and the visibility of the institution. Therefore, the acquisition of new engines is an urgent and strategic necessity to guarantee the continuity of border patrols in the fight against drug trafficking, the effectiveness of training and the realization of aerial presentations.

3.3. The Aeronautical and War Material Directorate has set a target of 49 engines available to support the A-29 aircraft fleet. Considering the scheduled losses of engines due to TBO (*Time between Overhaul*) or HSI (*Hot Section Inspection*), plus the losses due to breakdowns, the fleet will have a deficit of 1 engine in February 2025, compared to the target. In May, the deficit will be 2 engines. However, due to the economic and budgetary scenario, we only have the resources to purchase one engine as instructed in this process.

3.4. As shown in the Preliminary Technical Studies, the best strategy for solving the problem would be to purchase a new engine through a competitive bidding process, with the administration handing over a used engine as part of the payment.

4. DESCRIPTION OF THE SOLUTION:

4.1. The solution selected by the Procurement Planning Team is the acquisition of a new engine through a competitive bidding process, with the administration handing over a used engine as part of the payment

4.2. Before the contract is signed, a requisition will be opened in SILOMS through which the commitment will be made.

4.3. The deadline for delivery of the new engine by the company is 180 calendar days from the date the contract is signed.

4.4. The engine must be delivered to Rio de Janeiro/Galeão - Antonio Carlos Jobim *International* Airport (IATA: GIG, ICAO: SBGL), preserved and packed in a standard container according to the manufacturer's manual.

4.5. The requisition will be used to monitor the delivery and shipment of the engine to Brazil.

4.6. The engine will be paid for 30 days after final delivery in Brazil.

4.7. Upon receipt of the engine in Brazil, an inspection will be carried out and, in the event of a discrepancy, a complaint procedure will be opened to activate the warranty.

4.8. The warranty period will be ninety days or 500 flight hours, whichever comes first.

4.9. The delivery of the used engine owned by the FAB, given as a way of obtaining a discount on the new engine, will take place as soon as the purchased good is received in Brazil. The deadline for delivery of this used engine to the company may not exceed 60 days after delivery of the new engine in Brazil.

4.10. The delivery address for the used engine will be given in the company's bid.

5. HYPOTHESIS OF CONTRACTING THROUGH A BRAZILIAN AERONAUTICAL COMMISSION ABROAD

Ordinance 5.175/21 establishes the objective criteria for contracting abroad, in its Articles 17 and 18, as follows:

"THE HYPOTHESES OF CONTRACTING ABROAD

Art. 17: The CABs and, if necessary, the military attaché offices are responsible for purchasing and contracting, outside the country, **military goods and services intended for the final**

use of COMAER's Military Organizations that are not manufactured or repaired by companies based in national territory.

§ Paragraph 1 For the purposes of the caput, **military goods and services intended for the final use of COMAER's Military Organizations are the acquisitions of aircraft, armaments, ammunition, equipment, spare parts and accessories and services related to the Air Defense system and airspace control**, including those aimed at support activities, as well as other materials and services applied to naval, aerospace and land resources for the private use of the Armed Forces and intended for the use of their activities.

§ Paragraph 2 The acquisition or contracting abroad will also be admitted if the goods or services in the country do not have sufficient technical requirements to meet the standards of equivalent application and specifications appropriate to the purpose for which they are intended, or if the production capacity is less than the quantity to be acquired or contracted or does not meet the necessary delivery deadlines.

§ Paragraph 3 Contracts made by CABs abroad will be intended to meet the demands of the bodies that make up the Aeronautics Command, with the exception of individual and exceptional authorization from the President of the Republic for contracts in the exclusive interest of other bodies or entities.

Art. 18: Materials and services of interest to COMAER, existing in the country, may also be purchased and contracted abroad, when the prices charged by domestic suppliers exceed the price of foreign products and services by more than 30% (thirty percent), subject to the provisions of art. 17, § 1, of this rule, in which case the OM must provide a justification in the case file".

In this specific case, it can be seen that the item to be purchased is equipment necessary for the perfect functioning of the A-29 SUPER TUCANO aircraft, which is responsible for propelling the plane and is therefore essential for flying. In this sense, it qualifies as a "military good", according to the provisions of Article 17 of Ordinance 5.175/21, since the aircraft in question is for military use and is used in airspace defense actions by the FAB and other Air Forces, as well as by the Fumaça Squadron.

Furthermore, there is no company in Brazil that can supply the aforementioned good, according to the price survey attached to the case file, given that only Pratt & Wittney (PW) and StandardAero responded to requests for quotes, both of which are based abroad.

It should be emphasized that the contracts for the same object were awarded by CABW itself, and there is no evidence that there is a company in Brazil that sells engines in "new" condition, but, as seen in the case file, only a company that can carry out repairs and overhauls.

For this reason, it is an arduous task for the PAMASP planning team to obtain a quote for new engines, as recommended by COJAER, since, at first glance, only the engine manufacturer and StandardAero are the only bidders for the planning phase, However, this cannot be absolutely guaranteed, which is why the decision was made to hold a tender and to allow other companies, if

available, to offer proposals and make it possible to obtain the most advantageous proposal for the Administration, thus paying homage to the principles of competitiveness and economy.

With regard to the A-29 fleet, it should be pointed out that the desired engine is essential for the project's optimum availability to be achieved by the beginning of 2025, with the availability of one more aircraft. Following this line of thought, if there is not enough time to carry out the tender in 2024, there will be a "loss" of the resource allocated in the 2024 Budget, a condition that would not be in line with the principle of efficiency applied to Public Administration.

In this case, searching for more prices to make up the reference price would take more time, which is undoubtedly a critical factor in meeting the purpose of the future contract. On the other hand, the reference price is the value offered by the engine manufacturer itself, which is more advantageous, as expected, when compared to the price offered by StandardAero, the engine's reseller, which indicates that the value used is not overpriced, but at least "reasonable".

Therefore, continuing with the tender using the reference price offered by PW does not violate the principle of economy, but rather honors the principle of efficiency and makes it possible to meet the public interest of the contract.

In view of the reasons already given, the Price Survey document contained in the file, the rules applicable to the specific case, as well as principles, indicate that contracting abroad, as well as using the reference price already established, would appear to be more efficient and would therefore perfectly serve the public interest linked to the desired contract.

These are the fundamentals.

6. VALIDITY AND EXECUTION DEADLINES

6.1. The term of the future contract will be 18 (eighteen) months and the execution period will be 12 (twelve) months from the signing of the Contract.

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

7.1. This is a common good, to be contracted through a public bidding process.

7.2. The execution of the object 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.

8. HIRING REQUIREMENTS

8.1. The company must present the following documents when signing the contract:

8.2. a) Document indicating the company's State or 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 in the company's country or state);

b) The *Dun & Bradstreet* website should be consulted and companies with a risk indicator no higher than "Moderate-High" will be considered qualified. This risk indicator has a direct correlation with the *Failure Score* and will be used to assess the company's financial capacity.

9. SUSTAINABILITY CRITERIA

9.1. The following forms of disposal or final disposal of solid waste or rejects are forbidden to the contractor:

- discharge onto beaches, into the sea or into any water bodies;
- open dumping, with the exception of mining waste;
- burning in the open or in containers, installations and equipment not licensed for this purpose;
- other forms prohibited by public authorities

10. MATERIALS TO BE MADE AVAILABLE

10.1. For the perfect execution of the object, the Contractor must make the engine available in a container provided for in the maintenance manual for the engine itself, duly preserved, taking into account the possibility of the engine being stored for more than 91 days.

11. RELEVANT INFORMATION FOR SIZING THE PROPOSAL

11.1 Price proposals from bidding companies must be submitted in US dollars.

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

11.3 The price proposals the bidding companies must take into account that the contractor will deliver a used engine as part of the payment, worth US\$119,241.64 (one hundred and nineteen thousand, two hundred and forty-one dollars and sixty-four cents).

11.4 The calculation of the appraised value of the used engine can be found in the Appraisal Report, as shown in APPENDIX I. The report that contains the technical examination of the engine, which supported the analysis of its value, is the Examination Report, which can be found in ANNEX II

11.5 The used engine to be paid for is not the subject of dispute, so the final price proposal to be submitted in the tender must only indicate the monetary value to be paid by the contractor.

11.6 The CONTRACTED PARTY is responsible for the entire time the cargo is under its responsibility, and ceases to be responsible once it has been delivered to the consignee.

11.7 It should be noted that the object related to this TERM OF REFERENCE must comply with all laws and regulations established by the governments of the countries through which the engine will be transported, as well as international laws and regulations for transportation. Nevertheless, the Contractor must know and comply with the laws and regulations established by the Brazilian government for customs clearance services.

12 CONTRACTOR'S OBLIGATIONS

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

12.2 To monitor and supervise the object, 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;

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

12.4 Pay the Contractor the amount resulting from the execution of the object, within the term and conditions established in these Terms of Reference;

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

12.5.1 exercise power of command over the Contractor's employees, and must report only to the agents or persons responsible appointed by the Contractor;

12.5.2 direct the hiring of people to work for the Contractor; and

12.5.3 to promote or accept the detour of functions of the Contractor's workers, by using them in activities other than those provided for in the contract and in relation to the specific function for which the worker was hired.

12.6 Provide in writing the information necessary for the development of the services under the contract;

12.7 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.

13 OBLIGATIONS OF THE CONTRACTOR

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

13.2 Repair, correct, remove or replace, at its own expense, in whole or in part, within the time limit set by the contract supervisor, any goods supplied that are found to be defective or incorrect as a result of the workmanship or materials used;

13.3 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 to the federal entity, and must immediately reimburse the Administration in full, the Contracting Party 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;

13.4 Use qualified employees with basic knowledge of the tasks to be performed, in accordance with the rules and regulations in force;

13.5 Prohibit the use, in the execution of the 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.

13.6 To be responsible for complying with the obligations laid down 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 laid down in specific legislation, the default of which does not transfer responsibility to the Contracting Party;

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

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

13.9 Promote the technical and administrative organization of the execution of the object, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that are part of these Terms of Reference, within the specified period.

13.10 Conducting 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.

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

13.12 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.

13.13 Carry out the work 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.

13.14 The execution of the object must be carried out with the adoption of safety measures relating to the protection of people, materials, installations and equipment, with the aim of avoiding accidents or damage to them.

13.15 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.

13.16 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;

13.17 Have insurance to cover 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 the Contractor's personnel, agent, representative or subcontractor, covering moral and material damages (emergent damages and loss of profits).

13.18 The contractor's team must be made up of people who are fluent in English.

13.19 If it falls within the hypotheses of article 20 of Law No. 12.305, of 2010. - National Solid Waste Policy, the Contractor must draw up a solid waste management plan, subject to approval by the competent authority.

13.20 A duly qualified technical manager will be appointed to draw up, implement, operate and monitor all the stages of the solid waste management plan, including the control of the environmentally appropriate final disposal of waste.

14 SUBCONTRACTING

14.1 Subcontracting is not permitted, except for ancillary activities involving transportation, insurance and customs clearance of the material.

14.2 The subcontractor must prove that it has the technical capacity to carry out the services, but the CONTRACTED PARTY will still be responsible for the quality of the services.

14.3 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 activities of the subcontracted, as well as being accountable to the Employer for strict compliance with the contractual obligations corresponding to the subcontracted object.

15 SUBJECTIVE CHANGE

15.1 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.

16 CONTROL AND SUPERVISION OF EXECUTION

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

16.2 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.

16.3 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.

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

16.5 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 CONTRACTED PARTY to correct the faults, failures and irregularities found.

16.6 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 this occurring, does not imply co-responsibility on the part of the CONTRACTING PARTY or its agents, managers and inspectors.

17 RECEIPT AND ACCEPTANCE OF THE OBJECT

17.1 The engine must be delivered to Rio de Janeiro/Galeão - Antonio Carlos Jobim *International* Airport (IATA: GIG, ICAO: SBGL), and the CPT *incoterm* will be used.

17.2 Issuance of the invoice must be preceded by final receipt of the services, and acceptance must be based on the values established in the bidding process.

17.3 Within 10 (ten) calendar days of the recipient's certification, the Contract Manager must arrange for final receipt.

18 PAYMENT

18.1 Issuance of the invoice will be preceded by final receipt of the service, in accordance with the Terms of Reference.

18.2 Payment will be made by the Contracting Party within **30 (thirty) days** of final receipt of the Invoice.

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

- the deadline for payment;
- the date of issue;
- bank details; and
- the amount to be paid.

18.4 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 provides the remedial

measures. In this case, the deadline for payment will begin once the situation has been rectified, without any cost to the Contractor;

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

18.6 In the event of late payment, provided that the Contractor has not contributed to this in any way, the amount due shall be subject to financial restatement, which shall be calculated from the due date until the date of actual payment, in which case interest shall be calculated at the rate of 0.5% (half a percent) per month, or 6% (six percent) per year, using 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:

$$I = \frac{(6 / 100)}{365} \times TX = 0.00016438$$

I = (TX) TX = Percentage of annual rate = 6%

19 ADJUSTMENT

19.1 The prices initially contracted are fixed and cannot be adjusted.

19.2 If the contract exceeds one year, the Contractor may request an adjustment based on the accumulated CPI (*Consumer Price Index*), issued by the *U.S. Bureau of Labor Statistics*, calculated from the date of submission of the Contractor's proposal.

20 PERFORMANCE GUARANTEE

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

21 ADMINISTRATIVE SANCTIONS

21.1 The CONTRACTED PARTY commits an administrative infraction if:

- I - causing partial non-performance of the contract;
- II - cause partial non-performance of the contract that causes serious damage to the Administration, the operation of public services or the collective interest;
- III - giving rise to total non-performance of the contract;
- IV - fails to deliver the documentation required for the tender;
- V - does not maintain the bid, except due to a duly justified supervening event;
- VI - does not sign the contract or does not 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 - defrauding the bidding process or committing a fraudulent act in the execution of the contract;
- X - behave improperly or commit fraud of any kind; and
- XI - practicing illicit acts with a view to frustrating the objectives of the tender.

21.2 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.

21.3 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; and

IV - declaration of ineligibility to bid or contract.

21.4 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.

21.5 The appeal referred to in Item 21.4 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.

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

21.7 The sanction established in item IV of Item 21.3 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.

21.8 The sanction provided for in item III of Item 21.3 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 21.1 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.

21.9 The sanction provided for in item IV of Item 21.3 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 21.1, 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.

21.10 The requirements of GABAER Ordinance No. 623/GC4 of November 20, 2024, set out in ANNEX III of these Terms of Reference, shall also apply.

22 PRICE ESTIMATES AND REFERENCE PRICES.

22.1 The maximum acceptable value for the contract will be that set out in item 1 of this document.

22.2 The final value of the contract will be made up of the amount offered by the winning company plus US\$119,241.64 (one hundred and nineteen thousand, two hundred and forty-one dollars and sixty-four cents) which is the value set for the used engine, which will be delivered by the Contractor.

22.3 The reference value, the acceptance threshold for companies' offers, will be US\$ 2,305,000.00 (two million, three hundred and five thousand US dollars).

23 BUDGET RESOURCES.

23.1 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: 00001/120068

Source: 1050000140

Summary Work Program: 229177

Item of Expenditure: 339030

PI: FMSA20A2901

24 GENERAL PROVISIONS

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

24.2 Any omissions will be defined by the Head of CABW, after an opinion has been issued by the Inspector.

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

24.4 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.

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

ANNEX I - Used engine evaluation form

ANNEX II - engine examination form

ANNEX III - GABAER Order No. 623/GC4, of November 20, 2023

São Paulo, *according to digital signature.*

Prepared by:

digitally signed
MARCOS CAMARGO DE CAMACHO
Member of the Procurement Planning Committee

Reviewed by:

digitally signed
CARLOS AUGUSTO JÚNIOR
Head of Internal Control

Approved by:

digitally signed
WAGNER TAKEMI MOTOYAMA
Director of PAMA-SP



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	TR - INGLÊS
Data/Hora de Criação:	26/12/2024 13:13:03
Páginas do Documento:	12
Páginas Totais (Doc. + Ass.)	13
Hash MD5:	3dbd76125555c4f8835fdc6565210b0c
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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