



MINISTRY OF DEFENSE
AIR FORCE COMMAND
AIR FORCE LOGISTICS CENTER

TERMS OF REFERENCE Nº 02/SSCB/2024

1. OF THE OBJECT

1.1. Contracting of fuel supply service, of the aviation kerosene type, on demand, for supplying aircraft and equipment of the Air Force Command on missions outside Brazilian territory, according to the conditions, quantities and requirements established in this instrument, 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 later; and

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

1.2. The object of the bidding has the nature of a common service and is provided for in CELOG's Annual Acquisition and Contracting Plan (PAAC) for 2024, under the planning code CABW24MAT82.

1.3. The service is classified as continuous in view of the continuous nature of the air missions carried out by the Air Force Command abroad, with the multi-year term being more advantageous considering the provisions of the ETP.

1.4. Fuel must be supplied at the Tank Mouth (*Into Plane*), with all its logical consequences, or de-tanked, if necessary, for technical-operational reasons.

It must also be discarded if there is suspicion of contamination, in order to prioritize operational safety. The detanking and disposal services must be priced by the Contractor at the time of the request, which will issue an *invoice* detailing the type of service to be provided.

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

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

1.7. This contract will adopt the Unit Price contract execution regime.

1.8. The quantities of items are listed in the following table:

Item	Groups	CATSER	Unit of Measure	Qty Annual (L)	Qty 5 Years (L)	Value Unitary Maximum USD/USG	Total value Annual USD/USG	Total Value USD/USG 5 Years
1	Asia and Oceania	25372 LITERS	482,411	2,412,055		4.06	\$517,404.39	\$2,587,021.95
2	Europe and CIS	25372 LITERS	613.887		3,069,435	5.3	\$860,159.17	\$4,300,795.85
3	Middle East and Africa	25372 LITERS	636.009		3,180,045	5.47	\$919,466.48	\$4,597,332.40
4	America of North	25372 LITERS	362.838		1,814,190	4.28	\$410,369.71	\$2,051,848.55
5	Central America and Latin	25372 LITERS	568,196		2,840,980	5.42	\$813,249.95	\$4,066,249.75
GRAND TOTAL							\$3,520,649.69	\$17,603,248.45

2. DEFINITIONS

2.1. SUPPLY AUTHORIZATION – Document issued by the CONTRACTOR, in favor of the END USER, used to operate and process supplies at the CONTRACTOR's supply points.

2.2. CELOG – Aeronautical Logistics Center.

2.3. CABW – Brazilian Aeronautical Commission in Washington.

2.4. TERMS OF REFERENCE – Set of necessary and sufficient elements, with adequate level of precision, to characterize the service that is the object of the bid. It is prepared with based on the indications of preliminary technical studies, which ensure technical feasibility and enables the assessment of the costs of the work or service, defines the methods and deadlines for its execution.

2.5. COMAER – Air Force Command.

2.6. CONTRACT MONITORING COMMITTEE – Committee representing the CONTRACTOR before the CONTRACTOR, systematically appointed to monitor and monitor the execution of the contractual instrument, and additional requests issued by Union, in all its aspects.

2.7. MATERIAL OR SERVICE RECEIPT COMMISSION (COMREC) – Commission of Administration Agents formed by at least 3 (three) members who, by through the Contracting Management Unit, representing the Air Force Command before the

The Contractor company is responsible for receiving the object, whether it is a material good or service, under the conditions previously established in the call for bids, commitment, contractual instrument, etc.

2.8. PROOF OF FUEL OR DELIVERY (CPA or CE): Document issued by the supplier after fueling, confirming the quantity supplied, place, date, and time of delivery. The CE may be replaced by a *Fuel Ticket*, in accordance with the aerodrome rules.

2.9. CONTRACTOR – Company that wins the tender after the approval and award of the bidding object has taken place.

2.10. CONTRACTING PARTY – Brazilian Air Force Command (Federal Union), represented by the Brazilian Aeronautical Commission in Washington (CABW).

2.11. BIDDING PROCESS (BID) – Administrative procedure used to select the most advantageous proposal for the Public Administration and in accordance with the criteria established in this Term of Reference, for the provision of the services in question.

2.12. IN-PERSON BIDDING – Bidding method for the acquisition of common goods or services in which interested companies bid in a public session, in person, with the most advantageous proposal for the public administration being selected.

2.13. FAB – Brazilian Air Force.

2.14. CONTRACT INSPECTOR – Administration Agent representing the CONTRACTING PARTY before 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 their aspects.

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

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

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

2.18. INVOICE – Commercial document that formalizes a purchase and sale transaction abroad, and which must contain the following information, among others: quantity, supply unit, price, payment terms, taxes, tariffs and bank details.

2.19. BIDDER – The bidder or tenderer is any supplier, whether an individual or legal entity, interested in selling to the government.

2.20. MARKET PRICE – Average market price for aviation fuel, generally based on a combination of market references. For this process, the following is adopted: average price published by IATA.

2.21. OM – COMAER Military Organization.

2.22. EXPENDITURE OFFICER – Administration Agent with authority to perform acts that result in the issuance of commitment notes, authorization for payments, supply of funds, approval of budgets, among others.

2.23. PAAI – Administrative Irregularity Investigation Process consisting of the registration of all acts and investigation of administrative facts, necessary for the correct clarification and judgment by the Competent Authority, allowing it to instruct due legal process, which culminate in the application or not of administrative sanctions.

2.24. PAG – Administrative Management Process.

2.25. PURCHASE ORDER – See “SUPPLY AUTHORIZATION”.

2.26. TP (PRICE LIST) – Abbreviation used to refer to the price charged at the IATA Table, which will be used as a base reference for calculating the final price of the fuel.

2.27. RECEIPT TERM – Document issued by the Receiving Committee (COMREC) certifying and accepting the services performed.

2.28. END USER – Holder authorized by COMAER to use the Authorization of Supply (*Purchase Order - PO*) at the supply point. Normally, it will be the Aircraft Commander or other Officer designated by him.

3. JUSTIFICATION AND PURPOSE OF THE CONTRACT

3.1. The Air Force Command (COMAER), whose mission is established by Art. 142 of the Federal Constitution of 1988, guides its activities guided by the Constitution Federal, by Laws and by external and internal Guidelines. In the organizational structure of the COMAER, the General Support Command (COMGAP), created by Decree No. 65,391, of October 13, 1969, and activated by Ordinance 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 that aim to ensure the meeting needs related to aeronautical material, military material, infrastructure, surface transport, fire protection, assets, acquisitions, logistics transport, customs clearance and human resources training.

3.2. Among the Organizations Subordinate 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 by Annex III of Ordinance GM-MD No. 5,175, of December 15, 2021, necessary for the preparation and use of the Brazilian Air Force, in accordance with the guidelines of the General Support Command.

3.3. In order to fulfill its constitutional duties, as well as its summary mission - To maintain the sovereignty of Brazilian airspace and integrate the national territory, with a view to defending the homeland - the FAB uses air assets, equipment and structures, of interest to COMAER, which, for their proper functioning, require the supply of Aviation fuel.

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

3.4.1. Guide, coordinate and control Civil Aviation activities; 3.4.2. Provide air navigation safety; 3.4.3. Contribute to the formulation and implementation of the National Aerospace Policy; 3.4.4. Establish, equip and operate, directly or through concession, the aerospace, aeronautical and airport infrastructure; 3.4.5. Operate the National Air Mail; 3.4.6. Cooperate with federal agencies, when necessary, in the repression of crimes of national and international repercussion, regarding the use of airspace and airport areas, in the form of logistical support, intelligence, communications and instruction; and 3.4.7. Preserving the exclusive powers of the judicial police, to act continuously and permanently, through actions to control Brazilian airspace, against all types of illicit air traffic, with emphasis on those involved in drug trafficking, weapons, ammunition and illegal passengers, acting in a combined operation with competent inspection bodies, which will be responsible for acting after the landing of aircraft involved in illicit air traffic, and may, in their absence, search people, land vehicles, vessels and aircraft, as well as make arrests in flagrante delicto.

3.5. The acquisition of aviation fuels to be contracted is classified as a "continuous supply", as defined in Clause XV of Art. 6 of Law 14.133/2021, since, due to its essentiality, the contract will provide the supply of aviation fuel necessary 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 Court 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.

3.6. In order to fulfill these missions, it is mandatory to supply aviation fuel without interruption, at any time of the day, every day of the year at the main airports in the world, considering that part of the FAB missions are carried out abroad.

3.7. In turn, international missions are triggered untimely and to different destinations, including due to the interests of other government agencies. Considering that the FAB does not have its own supply resources and the impossibility of predicting the point-to-point delineation in the medium and long term, especially when considering the perspective of planning alternative routes, the present bidding process is justified.

3.8. In this context, the need to contract for coverage of a global area aims to meet unexpected and unpredictable demands, without compromising operationality, since missions abroad, despite having detailed routes, include overflights and landings in foreign territories that require diplomatic authorizations to overfly and land in specific countries, in accordance with international conventions and bilateral treaties signed by Brazil.

3.9. Furthermore, it is imperative to take into account the modernization of COMAER's aircraft fleet, especially the recent acquisition of the KC-30 aircraft, which have a profile of greater flight autonomy and transfer of a greater number of passengers (an aircraft of much larger size in relation to the other aircraft in the fleet), which presupposes a change in the future perspective of the supply profile abroad, with more missions and greater supplies due to the greater capacity of the aircraft.

3.10. Therefore, contracting aviation fuel supply services through supply management in different locations is of utmost importance for the Air Force to develop its activities and continue to fulfill its duties.

4. SOLUTION DESCRIPTION

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

4.2. Therefore, the description of the solution as a whole is the contracting of a company for the continued supply, on demand, of aviation kerosene 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 detailed on the same fuel supply *invoice*.

4.3. The bidding will consist of 5 (five) items referring to the world's geographic regions according to the criteria of the International Air Transport Association (IATA), detailed in the ETP, where it is possible to ensure the uninterrupted supply of COMAER aircraft at possible aerodromes.

4.4. The contracting will be carried out through third parties, who must provide the aviation kerosene supply service, on demand, in the regions to be contracted, within a period of 5 (five) years, with the possibility of extension for another 5 (five) years, as per § 4, Art. 115 of Annex III of Ordinance GM-MD No. 5,175/21.

4.5. It is important to emphasize that the adoption of the 5 (five) year term aims to bring benefits to the Administration, as well as provide greater security for companies in offering their prices, in view of the stability that will be offered to them in the business, as can be inferred from paragraphs 200 to 202 of Ruling No. 1214/2013 – TCU – Plenary, as follows:

“200. It is pertinent to conclude that, the longer the term of these contracts, the greater the security of companies to offer their prices, given the stability offered to them in the business. With this, an increase in competition is expected, with

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

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

202. It is a fact that it is necessary to periodically assess whether the contract is still advantageous and whether the administration is still interested in maintaining it, as has been required in successive extensions.”

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

5.1. This is a common service, on demand, to be contracted through bidding, in the auction modality, in its face-to-face form, with the adoption of the judgment criterion based on the greatest discount.

5.2. The provision of the services of the object does not generate an employment relationship between the employees of the Contractor and the Contracting Administration, prohibiting any relationship between them that characterizes personal nature and direct subordination.

6. HIRING REQUIREMENTS

6.1. The contracting requirements include the following documents:

6.1.1. Document indicating the company's Federal Tax Identification Number (e.g.: National Registry 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 country where the respective company is headquartered enterprise.

6.1.3. Present a valid Civil Liability Certificate from the company (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 not above the *“Moderate-High” level will be considered qualified*. This risk indicator is directly correlated with the *“Failure Score”* and will be used to assess the company’s financial capacity.

6.3. The bidder must ensure that the supplier has documentation proving that it has authorization to distribute and/or resell aviation kerosene.

6.4. The bidder shall require the supplier to prove that the specifications of the aviation kerosene offered meet ASTM D1655-24 (*Standard Specification for Aviation*

Turbine Fuels) and MIL-DTL-83133E (*Turbine Fuel, Aviation, Kerosene Type*), or the most recent.

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

6.6. The bidder must present certification, issued by third parties, authorized to do so, 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 bidder must present the UNE-EN ISO 9001:2015 certificates (Quality Management Quality) and UNE-EM ISO 14001:2015 (Environmental Management). or equivalent. In the case of subcontracting, must require the Subcontractor to present the abovementioned certificates.

7.2. The supplying company must adopt, as far as possible and economically viable, sustainable fuels, such as SAFs (*Sustainable Aviation Fuels*), biofuels or certified synthetic fuels.

7.3. The supplier company must monitor, as far as possible and economically feasible, emissions of CO₂ and other greenhouse gases (methane, nitrous oxide) and submit regular reports.

7.4. The supplying company must 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 must implement advanced technologies that optimize fuel consumption and reduce waste.

7.6. The supplying company must have supplier certification according to international standards such as RSB (*Roundtable on Sustainable Biomaterials*) or ISCC+ (*International Sustainability and Carbon Certification*).

7.7. The supplying 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 must be aligned 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 execution of the object will occur in accordance with the following procedures:

8.1.1. Contact with the supplier: The aircraft operator will make direct contact with the supplier responsible for the aerodrome where the refueling will be carried out, via electronic mail (*e-mail*). In this contact, the operator will inform the expected period for refueling, the quantity of fuel required, the type of aircraft and its registration.

8.1.2. Issuing an *invoice*: After supplying, the supplier must issue an *invoice* containing the following information:

8.1.2.1. Aerodrome identification 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 applicable taxes, including fueling fees, airport taxes and other applicable charges.

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

8.1.4. Verification and submission to COMREC: The Contract Inspector, after receiving the *invoice*, will have a period of up to 15 (fifteen) days to verify the services provided and submit it to COMREC. In turn, COMREC will be responsible for preparing the Receipt Certificate, confirming that the supply was carried out in accordance with the contractual terms.

8.1.5. Submission to CABW and payment: After the issuance of the Receipt Term, it will be sent to CABW within 15 days. From the receipt of the Receipt Term, CABW will have up to 30 days to make the payment to the supplier, totaling a maximum period of 60 days from the sending of the *invoice* to the Contract Inspector, until the completion of the payment for the service provided.

8.1.6. Questions of interpretation or clarification must be resolved by the bidder prior to bidding.

9 RELEVANT INFORMATION FOR SIZING THE PROPOSAL

9.1 Price proposals must be submitted in US dollars.

9.2 Companies participating in the bidding process must present their commercial proposal based on the model provided in the Annex to the Notice, which cannot be modified.

9.3 For this bidding process, the average fuel price will be adopted according to the IATA Table "IATA - Fuel Price Monitor"; according to the criteria detailed in item 7.7 of the ETP.

9.4 The table to be considered in the presentation of proposals must be the one presented

in the *Fuel Price Monitor* in the week before the bidding opens.

9.5 The total cost must include all direct and indirect costs for the execution of the services, including expenses with materials and/or equipment, specialized or non-specialized labor, general insurance, auxiliary equipment, tools, labor and social security charges, taxes, fees, regulations and duties of any nature, in short, everything necessary for the full execution of the services, as well as profit.

9.6 Service provision requests will be issued by the Contracting Party, by email, in order to authorize the provision of the service by the Contractor.

9.7 The Contractor shall be responsible for the custody of the cargo, full-time, until delivery to the recipient, even in cases of subcontracting, in order to exempt COMAER from any responsibilities.

10 OBLIGATIONS OF THE CONTRACTOR

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

10.2 Monitor and supervise the supply, by a specially designated server or committee, noting any faults detected in a specific register, indicating the day, month and year, as well as the name of any employees involved, and forwarding the notes to the competent authority for appropriate measures.

10.3 Notify the Contractor in writing of any imperfections, faults or irregularities found during the execution of the supply, setting a deadline for their correction, ensuring 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 term and conditions established in these Terms of Reference.

10.5 Not to carry out acts of interference in the Contractor's administration, such as:

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

10.5.2 Direct the hiring of people to work at the Contracted companies.

10.5.3 Promote or accept the diversion of functions of the Contractor's workers, by using them in activities other than those provided for in the contract object 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 covered by the contract.

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

11 CONTRACTOR'S OBLIGATIONS

11.1 Execute the object in accordance with the specifications of this Term of Reference and its proposal, with the allocation of employees necessary for the perfect fulfillment of the contractual clauses, in addition to providing 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 period set by the contract inspector, the services performed in which there are defects, faults or inaccuracies resulting from the execution or materials used.

11.3 Be responsible for defects and damages resulting from the execution of the object, as well as for any and all damages caused to the Union or the federal entity, and must immediately reimburse the Administration in full, with the Contracting Party being authorized to discount from the guarantee, if required in the 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 current standards and regulations.

11.5 Prohibit the use, in the execution of services/object, of an employee who is a family member of a public agent holding a position of commission or position of trust in the Contracting body.

11.6 Be responsible for fulfilling the obligations set out in the Agreement, Convention, Collective Labor Dispute or equivalent for the categories covered by the contract, for all labor, social, social security, tax and other obligations set out in specific legislation, the failure to comply with which does not transfer responsibility to the Contracting Party.

11.7 Report to the contract inspector, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the service location.

11.8 Stop, at the Contractor's discretion, any activity that is not being carried out in accordance with good technique or that puts the safety of people or third-party property at risk.

11.9 Promote the technical and administrative organization of services, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that form part of this Term of Reference, within the specified period.

11.10 Carry out work in strict compliance with the rules of the relevant legislation, complying with the determinations of the Public Authorities, always keeping the service location 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 and qualification required in the bidding process.

11.12 Bear the burden arising from any error in the sizing of the quantities in your proposal, including variable costs arising from future and uncertain factors, except if they constitute an extraordinary and extra-contractual area.

11.13 Provide services/execute the object within the established parameters and routines, providing 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 execution of the services/object must be carried out with the adoption of safety measures relating to the protection of people, materials, facilities and equipment, with the aim of avoiding accidents or damage to them.

11.15 The Contractor shall be liable, in accordance with the legislation in force in each country, for any accident or damage occurring to personnel, material, facilities and equipment, as well as to third parties during the execution of the services described in these Terms of Reference.

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

11.17 Have insurance against any damage caused to assets during the execution of the activities provided for in this Term of Reference, resulting from fraud, fault (negligence, imprudence or incompetence) or omission, by the Contractor's personnel, agent, representative or subcontractor, covering moral and material damages (emergent damages and loss of profits).

11.18 It is desirable that the contracted company's team be made up of people fluent in English and Portuguese, and must appoint at least one representative or agent who is fluent in at least English.

12 SUBCONTRACTING

12.1 Total or partial subcontracting of the object is not permitted.

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 bidding process; the other clauses and conditions of the contract are maintained; there is no prejudice to the execution of the agreed object; and there is express consent from the Administration to the continuation of the contract.

14 CONTROL AND SUPERVISION OF EXECUTION

14.1 The Contract Inspector must record the occurrences verified, adopting 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 will give rise to the application of administrative sanctions, as provided for in these Terms of Reference.

14.3 The management and monitoring activities of contract execution must be carried out in a preventive, routine and systematic manner, and may be carried out by civil servants, a monitoring team or a single civil servant, provided that, in the exercise of these duties, the

distinction of these activities 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 contracts will constantly assess the execution of the object.

14.5 During the execution of the object, the technical inspector must constantly monitor the quality level of the services to prevent their deterioration, and must intervene to request the Contractor to correct any faults, failures and irregularities found.

14.6 The inspection referred to in this clause does not exclude or reduce the Contractor's liability, including towards third parties, for any irregularity, even if resulting from technical imperfections, hidden defects, or the use of inadequate or inferior quality material and, in the event of this, does not imply joint liability 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 verify whether the Invoice or Bill presented 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 to be paid.

16.3 If there is an error in the presentation of the Invoice/Bill, or circumstances that prevent the settlement of the expense, payment will be suspended until the Contractor takes corrective measures. In this case, the payment period will begin after proof of regularization of the situation, without incurring any burden for the Contracting Party.

16.4 The date of payment will be considered the day on which the bank order for payment is issued.

16.5 In the event of any late payment, provided that the Contractor has not contributed in any way to this, the amount due shall be increased by financial updating, and its calculation shall be made from the due date until the date of actual payment, in which the interest on arrears shall 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 = Default charges;

N = Number of days between the scheduled payment date and the actual payment date;

VP = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, thus calculated:

$$I = (TX) \quad I = \frac{(6 / 100) \quad I = 0,00016438}{365} \quad TX = \text{Percentual da taxa anual} = 6\%$$

17 PERFORMANCE GUARANTEE

17.1 There will be no requirement for contractual performance guarantee.

18 SANCTIONS

18.1 The Contractor commits an administrative infraction if:

I - Cause partial non-execution of the contract.

II - Cause partial non-execution of the contract that causes serious damage to the Administration, the functioning of public services or the collective interest.

III - Cause the total non-execution of the contract.

IV - Failure to submit the documentation required for the competition.

V - Not to maintain the proposal, except as a result of a duly justified supervening fact.

VI - Failure to enter into the contract or failure to submit the documentation required for the contract, when called upon within the validity period of the proposal.

VII - Cause the delay in the execution or delivery of the object of the bidding without justified reason.

VIII - Presenting a false statement or documentation required for the contest or making a false statement during the bidding process or execution of the contract.

IX - Fraud the bidding process or commit a fraudulent act in the execution of the contract.

X - Behave in an inappropriate manner or commit fraud of any nature.

XI - Carry out illegal acts with a view to frustrating the objectives of the bidding process.

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

18.3 For total or partial non-execution of the contract, the Administration may, after ensuring prior defense, apply the following sanctions to the contractor:

I - Warning.

II - Fine.

III - Prohibition from bidding and contracting.

IV - Declaration of unsuitability to bid or contract.

18.4 Application of sanctions of warning, fine and prohibition from bidding and contracting,

An appeal may be filed within 15 (fifteen) business days from the date of notification.

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

18.6 The application of the fine sanction and declaration of unsuitability to bid or contract will only be subject to a request for reconsideration, which must be submitted within 15 (fifteen) business days, counting from the date of notification, and decided within a maximum period of 20 (twenty) business days, counting from its receipt.

18.7 The sanction established in section IV of item 19.3 of this Term of Reference is the exclusive responsibility of the Minister of State for Defense, as the case may be, with the interested party being allowed to defend themselves in the respective process, within 15 (fifteen) working days, counted from the date of notification.

18.8 The sanction provided for in item 19.3, section III, 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 severe 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 the federative entity that has applied the sanction, for a maximum period of 3 (three) years.

18.9 The sanction provided for in item 19.3, section IV, of this Term 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 severe 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.

19.10 The provisions contained in GABAER Ordinance No. 623/GC4, of November 20, 2023, attached to these Terms of Reference, will also apply.

19 PRICE ESTIMATION AND REFERENCE PRICES

19.1 The maximum acceptable value for the contract items, as well as their estimated value, will be those set out in "Annex A - List of Items and Quantities" of this document.

20 OF BUDGET RESOURCES

20.1 The expenses arising from this contract will be covered by specific resources allocated in the General Budget of the Union for this fiscal year, in the allocation detailed below:

Management/Unit: 120071/120090

Source: 1050000140

Summary Work Program: 229179

Expense Item: 339039

IP: FFUE20CAV01

21 GENERAL PROVISIONS

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

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

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

21.4 This hiring process will be regulated by American laws and interpreted and evaluated in accordance with the principles of legality, impartiality, morality, equality, publicity, administrative probity and objective judgment.

21.5 The following annexes form part of this Terms of Reference:

ANNEX A - List of Items and Quantities.

ANNEX B - Discount Proposal Template.

ANNEX C - Proposal Sizing.

Sao Paulo, *according to digital signature.*

Identification and signature of the responsible team

digitally signed

ALEXANDRE TADEU FERREIRA DA SILVA Lt. Col. Av.
Head of SSCB

digitally signed

JILEINY DA SILVA SANTOS Cap Int
Administrative Member of the Planning Team

digitally signed

FABIO FERREIRA COIMBRA 1st Lt. Supt.
Administrative Member of the Planning Team

digitally signed

ANANDA RENATA DA SILVA SENA 2nd Lt QOCON CCO
Administrative Member of the Planning Team

Written by:

digitally signed
ALEXANDRE TADEU FERREIRA DA SILVA Lt. Col. Av.
Head of the Fuels and Lubricants Subdivision

Conferred by:

digitally signed
CAROLINE FERNANDES CARRIOLO DE LIMA Maj Int
Internal Control Agent

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 consumable material to meet the needs of the Military Organizations Supported by CELOG, according to the conditions, quantities and requirements established in this Instrument.

digitally signed
Maj Brig Int ALCIDES ROBERTO NUNES
Expense Computer



MINISTRY OF DEFENSE
AIR FORCE COMMAND

CONTROL OF ELECTRONIC DOCUMENT SIGNATURES

Document:	TERMS OF REFERENCE 02/SSCB/2024
Creation Date/Time:	03/12/2024 11:54:54
Document Pages:	17
Total Pages (Doc. + Sign.)	18
MD5 Hash:	5abdd9b8081ff1490faad2d0e005c88d
Authenticity Verification:	https://autenticidade-documento.sti.fab.mil.br/assinatura

This document was signed and verified electronically in accordance with article 6 of Decree No. 8,539 of 10/08/2015 of the Presidency of the Republic by the signatories below:

Signed via REGISTRATION SIGNATURE by Lt. Col. Av ALEXANDRE TADEU FERREIRA DA SILVA on 12/03/2024 at 1:07:54 pm in Brasília official time.

Signed via REGISTRATION SIGNATURE by 1st Lt. FABIO FERREIRA COIMBRA on 12/03/2024 at 13:11:11 in Brasília official time.

Signed via REGISTRATION SIGNATURE by Cap JILEINY DA SILVA SANTOS on 12/03/2024 at 1:19:03 pm in Brasília official time.

Signed via REGISTRATION SIGNATURE by 2nd Lt. ANANDA RENATA DA SILVA SENA on 12/03/2024 at 13:22:59 in Brasília official time.

Signed via REGISTRATION SIGNATURE by Major CAROLINE FERNANDES CARRIOLO DE LIMA on 12/03/2024 at 16:48:24 in Brasília official time.

Signed via REGISTRATION SIGNATURE by Maj Brig ALCIDES ROBERTO NUNES on 12/05/2024 at 17:14:09 in Brasília official time.

CONTROL OF ELECTRONIC DOCUMENT SIGNATURES



**MINISTRY OF DEFENSE
AIR FORCE COMMAND
AIR FORCE LOGISTICS CENTER**

ANNEX A - LIST OF ITEMS AND QUANTITIES

Item	Project Request	CATSER	Continent	Product Type	Qty (L) Annual	Qty (L) 5 Years	Unit Value US\$/GAL	Total Value US\$/GAL Annual	Total Value US\$/GAL (5) Five Years
01	CB CSR284009	CB 25372	Asia and Oceania	JET A	482,411	2,412,055	4.06	\$517,404.39	\$2,587,021.93
02	CB CSR284013	CB 25372 03	Europe and CIS	JET A	613,887	3,069,435	5.304	\$860,159.17	\$4,300,795.84
	CB CSR284014	CB 25372	Middle East and Africa	JET A	636,009	3,180,045	5.4725	\$919,466.48	\$4,597,332.41
04	CB CSR284018	CB 25372	North America	JET A	362,838	1,814,190	4.2813	\$410,369.71	\$2,051,848.54
05	CB CSR284019	CB 25372	Central and Latin America	JET A	568,196	2,840,980	5.418	\$813,249.95	\$4,066,249.73

Where:

JET A = Aviation Kerosene

Note: To calculate the estimated cost of the contract, it is necessary to convert liters to gallons, where 1 gal = 3.78541178 liters.



MINISTRY OF DEFENSE
AIR FORCE COMMAND

CONTROL OF ELECTRONIC DOCUMENT SIGNATURES

Document:	ANNEX A - LIST OF ITEMS AND QUANTITIES
Creation Date/Time:	11/27/2024 9:11:26 PM
Document Pages:	1
Total Pages (Doc. + Sign.)	2
MD5 Hash:	2dbfe7d14bf81467d8e8c64e47ec76fc
Authenticity Verification:	https://autenticidade-documento.sti.fab.mil.br/assinatura

This document was signed and verified electronically in accordance with article 6 of Decree No. 8,539 of 10/08/2015 of the Presidency of the Republic by the signatories below:

Signed via REGISTRATION SIGNATURE by Major CAROLINE FERNANDES CARRIOLO DE LIMA on 12/03/2024 at 16:48:24 in Brasília official time.

Signed via REGISTRATION SIGNATURE by Maj Brig ALCIDES ROBERTO NUNES on 12/05/2024 at 17:14:09 in Brasília official time.



MINISTRY OF DEFENSE
AIR FORCE COMMAND
AIR FORCE LOGISTICS CENTER _____

DISCOUNT PROPOSAL - TEMPLATE

The Company.....(name)....., in accordance with the conditions established in the Electronic Auction Notice XX, with the which fully agrees, presents a Proposal as described below:

Item	Continent	Symbol	Product Type	Supply Form	Qty (L) Annual	_____	Qty (L) 5 Years	Discount
01	Asia and Oceania	IATA	JET A	Tank Mouth	482,411		2,412,055.00	
02	Europe and CIS	IATA	JET A	Tank Mouth	613,887		3,069,435.00	
03	Middle East and Africa	IATA	JET A	Tank Mouth	636,009		3,180,045.00	
04	North America	IATA	JET A	Tank Mouth	362,838		1,814,190.00	
05	Central and Latin America	IATA	JET A	Tank Mouth	568,196		2,840,980.00	

São Paulo ____ / ____ / 2024.

CAROLINE FERNANDES CARRIOLO DE LIMA Maj Int
Internal Control Agent

ALEXANDRE TADEU FERREIRA DA SILVA Lt. Col. Av.
Head of Fuel and Lubricants Subdivision



MINISTRY OF DEFENSE
AIR FORCE COMMAND

CONTROL OF ELECTRONIC DOCUMENT SIGNATURES

Document:	ANNEX B - DISCOUNT PROPOSAL MODEL
Creation Date/Time:	11/27/2024 9:12:16 PM
Document Pages:	1
Total Pages (Doc. + Sign.)	2
MD5 Hash:	afe9e628b87be50fb1cbeaa26f75d6b8
Authenticity Verification:	https://autenticidade-documento.sti.fab.mil.br/assinatura

This document was signed and verified electronically in accordance with article 6 of Decree No. 8,539 of 10/08/2015 of the Presidency of the Republic by the signatories below:

Signed via REGISTRATION SIGNATURE by Lt. Col. Av ALEXANDRE TADEU FERREIRA DA SILVA on 11/27/2024 at 10:51:22 pm in Brasilia official time.

Signed via REGISTRATION SIGNATURE by Major CAROLINE FERNANDES CARRIOLO DE LIMA on 12/03/2024 at 16:48:24 in Brasilia official time.

Signed via REGISTRATION SIGNATURE by Maj Brig ALCIDES ROBERTO NUNES on 12/05/2024 at 17:14:09 in Brasilia official time.



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA
CENTRO LOGÍSTICO DA AERONÁUTICA

DIMENSIONAMENTO DA PROPOSTA

ITEM	CONTINENTE	TIPO DE PRODUTO	2.024	2.023	2.022	TOTAL CONSUMIDO	MARGEM 30%	QTD (L) 5 ANOS
01	Ásia e Oceania	JET A	236.247	1.349.496	22.292	1.608.035	482.411	2.412.055
02	Europa e CIS	JET A	352.334	1.116.227	577.731	2.046.292	613.887	3.069.435
03	Oriente Médio e África	JET A	585.955	1.193.787	340.287	2.120.029	636.009	3.180.045
04	América do Norte	JET A	265.699	724.251	219.509	1.209.459	362.838	1.814.190
05	América Central e Latina	JET A	414.949	848.680	630.356	1.893.985	568.196	2.840.980

Onde:

JET A = Querosene de Aviação



MINISTRY OF DEFENSE
AIR FORCE COMMAND

CONTROL OF ELECTRONIC DOCUMENT SIGNATURES

Document:	ANNEX C - PROPOSAL SIZING
Creation Date/Time:	11/27/2024 9:13:05 PM
Document Pages:	1
Total Pages (Doc. + Sign.)	2
MD5 Hash:	a6bc7f8f09944e4e53b4750ab04c3677
Authenticity Verification:	https://autenticidade-documento.sti.fab.mil.br/assinatura

This document was signed and verified electronically in accordance with article 6 of Decree No. 8,539 of 10/08/2015 of the Presidency of the Republic by the signatories below:

Signed via REGISTRATION SIGNATURE by Major CAROLINE FERNANDES CARRIOLO DE LIMA on 12/03/2024 at 16:48:24 in Brasilia official time.

Signed via REGISTRATION SIGNATURE by Maj Brig ALCIDES ROBERTO NUNES on 12/05/2024 at 17:14:09 in Brasilia official time.



MINISTÉRIO DA DEFESA
COMANDO DA AERONÁUTICA

CONTROLE DE ASSINATURAS ELETRÔNICAS DO DOCUMENTO

Documento:	Termo de Referência com anexos Tradução livre EN
Data/Hora de Criação:	13/01/2025 15:29:01
Páginas do Documento:	25
Páginas Totais (Doc. + Ass.)	26
Hash MD5:	fc8e7e01dca530d317ff6f3324d55c2e
Verificação de Autenticidade:	https://autenticidade-documento.sti.fab.mil.br/assinatura

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 Ten Cel Int RONALD WILLIAM TURQUE DE ARAUJO no dia 13/01/2025 às 11:49:40 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Ten Cel Int MICHELE DE SOUZA SIQUEIRA no dia 13/01/2025 às 12:12:24 no horário oficial de Brasília.

Assinado via ASSINATURA CADASTRAL por Cel JANO FERREIRA DOS SANTOS no dia 13/01/2025 às 19:16:37 no horário oficial de Brasília.