

DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original version shall prevail.

**MINISTRY OF DEFENSE  
AERONAUTICAL COMMAND  
DIRECTORATE OF AERONAUTICAL AND WARFARE  
MATERIAL**



**BASIC PROJECT PLAN Nº 10  
CONSUMABLES- EXTERIOR**

DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original version shall prevail.



**MINISTRY OF DEFENSE  
AERONAUTICAL MATERIAL  
GALEÃO AERONAUTICAL MATERIAL DEPOT**

**BASIC PROJECT PLAN Nº 10/13/07/2018**

Written in accordance with Segment IX, Art 6º of Law nº 8.666, dated June 21, 1993 and the following manual "Bids and Contracts, TCU Directives and Jurisprudence, 4th Edition, 2010 ("Licitações & Contratos – Orientações e Jurisprudência do TCU", 4ª Edição 2010).

**I – TABLE OF CONTENTS**

1. PREAMBLE.....	03
2. PURPOSE.....	09
3. OBJECT .....	10
4. GENERAL MODULE SPECIFICATION .....	11
5. DETAILED MODULE SPECIFICATION.....	11
6. SPECIFICATION OF APPLIED GOODS .....	17
7. CONTRACT JUSTIFICATION .....	18
8. TIMELINES .....	19
9. TECHNICAL GUARANTEES .....	21
10. DELIVERY AND RECEIPT CONDITIONS .....	23
11. SUBCONTRACTING .....	23
12. TECHNICAL QUALIFICATION REQUIRED OF COMPANY.....	23
13. MONITORING .....	24
14. GENERAL OBLIGATIONS.....	26
15. CONFIDENTIALITY .....	28
16. SUSTAINABILITY .....	30
17. ESTIMATED BUDGET.....	31
18. RANKING CRITERIA .....	33
19. BUDGET ALLOCATION .....	34
20. APPLICABLE LEGISLATION.....	36
21. FORM OF ACQUISITION .....	38
22. GENERAL PROVISIONS.....	38
23. ATTACHMENTS .....	40

## **1      PREAMBLE**

### **1.1.    PRELIMINARY CONSIDERATIONS**

1.1.1.    This Basic Project Plan was prepared in response to the need identified by the Directorate of Aeronautical and Warfare Material to provide logistic support for consumables in various aircraft listed in the object of the Basic Project Plan.

1.1.2.    The description of the Logistic Support Template for consumables is based on the payment upon demand and all variables affecting safe AIRCRAFT operation, as well as the execution of an ongoing inspection and update program, established by the manufacturer of the AIRCRAFT and its components.

1.1.3.    The Basic Project Plan aims to serve FAB Operation Bases and their respective Aeronautical Material Depots, so as to carry out various inspections for each aircraft

### **1.2.    CONVENTIONS**

In order to facilitate comprehension of the terms in this Basic Project Plan and simplify the composition of its text, the following definitions and abbreviations were adopted, as described below:

### **1.3 ABBREVIATIONS**

- 1.3.1 ABNT – Brazilian Association of Technical Norms.
- 1.3.2 ANAC – National Civil Aviation Agency.
- 1.3.3 ANV – Aircraft.
- 1.3.4 AOG – Aircraft on Ground.
- 1.3.5 BACE – Brazilian Aeronautical Commission in Europe.
- 1.3.6 BACW – Brazilian Aeronautical Commission in Washington.
- 1.3.7 CFF – Delivery and Payment Schedule.
- 1.3.8 COMREC – Material and Services Receipt Commission.
- 1.3.9 CTLA – Aeronautical Logistic Transportation Center.
- 1.3.10 DIRMAB – Directorate of Aeronautical and Warfare Material, an Aeronautical Command Agency.
- 1.3.11 CLS- Logistic Support Contract
- 1.3.12 HV – Flight Hour
- 1.3.13 ICA – Aeronautical Command Directive
- 1.3.14 INCOTERMS - International Commercial Terms
- 1.3.15 OS – Service Orders
- 1.3.16 PMA – Aircraft Maintenance Plan.
- 1.3.17 PAMA – Aeronautical Material Depot.
- 1.3.18 PB – Basic Project Plan.
- 1.3.19 RBAC – Brazilian Civil Aviation Regulations
- 1.3.20 SILOMS – Integrated Logistic Material and Service System.
- 1.3.21 TAT – Turn Around Time.

### **1.4 DEFINITIONS**

- 1.4.1 ACCEPTANCE – For the purposes of documentation, processed through DEFINITIVE GOODS AND SERVICES ACCEPTANCE CERTIFICATE, attesting that the GOODS and/or SERVICES comply with the provisions of this BASIC PROJECT PLAN.

1.4.2 AIPC – “Aircraft Illustrated Parts Catalog”. Technical publication issued by the manufacturer, noting Part Numbers (PN) installed on the aircraft , which are necessary for its operation.

1.4.3 AOG – Aircraft on Ground. Phrase used to describe an AIRCRAFT which is not fit to continue or resume operations until applicable measures are taken to restore the AIRCRAFT’S airworthy condition. This status qualifies as the utmost priority when processing a request for spare parts or for maintenance services.

1.4.4 BASE – Location where the operational premises for the aircraft listed in this PB may be found.

1.4.5 GOOD/COMMODITY – Consumable items.

1.4.6 COMPANY CERTIFICATE –Recognition, with due certification by an aeronautical authority, that the company possesses the technical capacity to perform the services it proposes with the required quality, in accordance with the provisions of this PB.

1.4.7 CMM – Components Maintenance Manual. Parts catalog with manufacturer description.

1.4.8 COMREC – Goods and Services Acceptance commission comprised of at least three members who, through the Contracting Management Unit, representing the Aeronautical Command (COMAER) before the CONTRACTED PARTY, are tasked with receiving the object, whether it be a service or good in accordance with the terms of ICA 65-8- Duties of the Monitor and the Goods and Services Acceptance Commissions.

1.4.9 CONSUMABLE OR CONSUMABLE ITEM – Any component which is used only once and for which there is no authorized repair process, or whose

repair cost normally exceeds replacement cost. Typically referred to as EXPENDABLE in English.

1.4.10 CONTRACTED PARTY: Company responsible for delivering the object of this Basic Project Plan.

1.4.11 CONTRACTING PARTY- the Government- Aeronautical Command (COMAER) – Aeronautical Material Depot of Galeão (PAMAGL).

1.4.12 AVAILABILITY – Availability is defined as the relation between the time during which a specific system or piece of equipment remains functional and the total period, which comprises functional time and time spent in breakdown status, in other words, it defines the probability that a system or product be available when requested for use.

1.4.13 FACTORY NEW – All factory new raw materials, supply items and consumables.

1.4.14 MONITOR: Agent specifically appointed by the Public Administration to serve as its representative to monitor and oversee the execution of the Contract, in accordance with ICA 65-8 and ICA 12-23, where third-parties may be hired to assist and support him with information pertaining to these duties in situations in which his technical expertise is not sufficient to carry them out.

1.4.15 TECHNICAL GUARANTEE – It is the legal or contractual obligation, assigned to the CONTRACTED PARTY, for the purpose of ensuring object quality, with the obligation to repair, restock and maintain its products, services or work free from flaws associated with the project, manufacturing, construction and assembly, as well as from incorrect formula application, from improper handling presentation or packaging of its products, as well as avoiding lack of information, or inadequate information regarding its use and the risks associated with it.

1.4.16 MANAGEMENT- Set of actions by a Public Administration officer, or CONTRACTED PARTY REPRESENTATIVE, to apply the means and resources of the BASIC PROJECT PLAN toward the fulfillment of the objectives specified in the OBJECT, with the best possible cost-benefit ratio, and best possible performance.

1.4.17 ICA 65-8 – Aeronautical Command Directive governing the duties of the Goods and Services Reception Commissions – COMREC/S.

1.4.18 ICA 12-23 – Monitoring and receipt of goods and services and application of administrative fines.

1.4.19 INCOTERMS – International Commercial Terms, represented by three-letter abbreviations, determining sale conditions, as they define the minimum rights and obligations of the buyer and seller as pertains to freight, insurance, movement at terminals, customs clearance and receipt of documents for an international sale of goods contract.

1.4.20 INVOICE – Term generally describing a bill of sale for aeronautical goods and services purchased abroad.

1.4.21 MAINTENANCE- Logistic action dedicated to the preservation of goods, to keep them operational, restore their condition of use in case of deterioration, provide top safety in operation and extend its lifespan as much as possible.

1.4.22 UNSCHEDULED MAINTENANCE – Maintenance activity performed on the AIRCRAFT, its systems, component, equipment, generally of a corrective nature, associated with an unscheduled event, and therefore not foreseen by the Manufacturer's maintenance program.

1.4.23 SCHEDULED MAINTENANCE – Maintenance activity performed on the AIRCRAFT, its systems, component, equipment, generally of a preventive or

predictive nature, to be performed in accordance with the maintenance program contained in the manufacturer's technical manual.

1.4.24 METRICS – Index established in this BASIC PROJECT PLAN to be used in the assessment of the CONTRACTED PARTY's performance.

1.4.25 SERVICE ORDER –(OS) – Document used by the Administration to request, oversee and manage the duties associated with the performance of contracts and provision of services. It is the document issued by the CONTRACTING PARTY authorizing the CONTRACTED PARTY to begin executing the object of the contract. Once the service order is received by the company, timekeeping applies to the execution of the object.

1.4.26 TECHNICAL ORDERS – Publications of a technical order for the purpose of guiding, informing, standardizing and methodizing and finalizing specific procedures for the operation, maintenance, monitoring, warehousing and modifications of equipment used by COMAER (MCA 10-4).

1.4.27 PRICE LIST – Price list with annual validity, to be used as reference in quoting GOODS to be provided by CONTRACTED PARTY within the CLS's BASIC PROJECT PLAN

1.4.28 TECHNICAL PUBLICATIONS – Technical documents pertaining to the AIRCRAFT, its systems, components, pieces of equipment, tools and EAS, comprising all Manufacturer Manuals and technical directives which may be used on CASA C-295 BR01 aircraft.

1.4.29 COMPANY QUALIFICATION – Recognition with due certification by the competent authority, that a company has the technical capacity to perform quality services for aeronautical use, per its plan, satisfying the requirements set forth by that authority.

1.4.30 RECEIPT – Act of carefully evaluating the quantity and quality of the



goods and services, as compared with those established in the contract, both as regards their specifications and descriptions in the PB or contract, for the purpose of attesting conformity and later ACCEPTANCE of the object.

1.4.31 FINAL ACCEPTANCE – COMREC’s verification that each lot, as well as the contract object on the whole, were performed in agreement with contractual terms.

1.4.32 FINAL ACCEPTANCE OF A PHASE, GOOD OR SERVICE- Formal act with which the FINAL ACCEPTANCE COMMISSION FOR A PHASE attest the ACCEPTANCE of a PHASE, GOOD or SERVICE, after carefully examining it quantitatively and qualitatively, issuing the respective FINAL ACCEPTANCE CERTIFICATE FOR THAT PHASE, GOOD OR SERVICE, thereby attesting that the PHASE, GOOD or SERVICE was delivered and received in accordance with the BASIC PROJECT PLAN and its attachments.

1.4.33 FINAL ACCEPTANCE OF THE OBJECT OF THE BASIC PROJECT PLAN- attesting that the OBJECT of this BASIC PROJECT PLAN was delivered in full in compliance with contractual terms.

1.4.34 SERVICES – Services which may be requested by the CONTRACTING PARTY within the scope of the Modules, to be performed by the CONTRACTED PARTY, in agreement with the terms of this BASIC PROJECT PLAN, for the performance of its OBJECT.

1.4.35 SIMILAR – Of comparable content, equivalent or similar. Of the same nature, analogous, equivalent, similar.

1.4.36 TAT – Turn Around Time required to supply item to BACW/BACE.

## 2 PURPOSE

2.1 This Basic Project Plan aims to present the set of necessary and sufficient elements, with the adequate degree of precision, to characterize the supply of consumable items. OBJECT sought by the administration, for the aircraft listed in the Object of this PB.

## 3 OBJECT

3.1 Purchase of consumable items, goods for use in the general overhaul, repair or exchange of cell components, handling and transportation of equipment, for the purpose of delivering scheduled and unscheduled maintenance to COMAER aircraft, both the aircraft itself, as well as for off-wing components for all aircraft repairable components on AIPC, CMM, all aircraft systems (ATA) and any other catalog part mentioning the above aircraft.

3.2 The use of the fleet in the planning of this Basic Project Plan shall follow the table below, possibly entailing an oscillation of flight hours from year to year.

Flight Hours			
#	Contract Year		
ANV	1	2	3
C-105 (C2)	4000	4000	4000
C/P-95	18000	18000	18000
C-98	11000	11000	11000
F-5	5200	5200	5200
H-60	3500	3500	3500
P-3	1000	1000	1000
T-25	11000	11000	11000
T-27	11000	11000	11000
G-19	500	500	500

3.3 The list of consumable items per aircraft **DOES NOT** ensure the CONTRACTED PARTY the payment of total number of flight hours or minimum payment of the flight hour. The number of flight hours is merely a forecast based on historic flight hours for this project within the COMAER.

3.4 Supply of consumables is not connected to scheduled maintenance actions, but incorporates unscheduled maintenance and the needs pertaining to consumables to meet any request requiring maintenance of an aircraft or repairable component.

## **4 GENERAL MODULE SPECIFICATION**

4.1.1 MODULE 1 - Supply of consumable items upon DEMAND

4.1.2 MODULE 2 - AOG.

## **5 DETAILED MODULE SPECIFICATION**

### **5.1 MODULE 1 – Supply of consumable items upon DEMAND**

#### **5.1.1 Supply of Consumable items**

5.1.1.1 The CONTRACTED PARTY shall be responsible for the supply of consumable items to fulfill the Object of this PB, as detailed here, without being limited, however, to the description below, taking into account the fact that the Object of this PB includes all of aircraft AIPC and vendor's manual:

- a. Basic Platform (the Basic Platform is made up by the aircraft and the basic systems, aircraft AIPC and CMM,, excluding only the items listed in 5.1.1.2). It includes the scheduled and unscheduled maintenance on the aircraft itself and on the fleet's repairable components for a 36 (thirty-six) month period;
- b. The consumable items are listed in Attachment A;

5.1.1.2 The following should not be included, in MODULE 1, under the CONTRACTED PARTY's responsibility:

- a. Provision of inputs (oils, greases, lubricants and similar materials) and comparable raw material.
- b. Supply of secondary goods caused by malfunction or failure in external equipment, when it is under the CONTRACTING PARTY's responsibility.
- c. Supply of goods due to abuse, negligence or improper operation or maintenance by the CONTRACTING PARTY.
- d. Floods, earthquakes, lightning, etc.
- e. Modification, replacement or exchange of equipment requested by the CONTRACTING PARTY.
- f. Implementation of Airworthiness Directives and similar documents.
- g. Additional maintenance caused by a change in the configuration of the aircraft (special equipment, etc.).
- h. Repair, calibration and maintenance of GSE, support equipment and tools.

5.1.1.3 The CONTRACTED PARTY shall perform the required activities for the supply of consumables for operation, whether for scheduled activities, in compliance with the technical guidelines of the equipment maintenance program, or for unscheduled activities, to restore the aircraft to adequate operational condition as well as its respective repairable items.

5.1.1.4 The CONTRACTED PARTY shall be liable for any damages caused to the GOODS contemplated by this PB.

5.1.1.5 In order to perform the SERVICES, the Part Numbers which have become outdated or have been replaced must be taken into account, and supported by MODULE 1, throughout contract validity.

5.1.1.6 This MODULE shall entail all the items described in Attachment A, in

accordance with the manufacturer's updated manual, aircraft AIPC and CMM.

5.1.1.7 The administrative activities connected with these items shall remain under the CONTRACTED PARTY's responsibility, without any onus to the CONTRACTING PARTY in the CONTRACTED PARTY's price proposal.

5.1.1.8 Assets [goods] administration is defined as:

- a. Costs of testing, inspecting or modifying the GOODS/COMMODITIES.
- b. The certification expenses for the GOODS shall be under the CONTRACTED PARTY's responsibility.
- c. Transportation expenses associated with moving the GOODS from the CONTRACTED PARTY's premises to the BACW/BACE and vice versa, with adequate means and in the shortest possible time.

5.1.1.9 The CONTRACTED PARTY is contractually obligated to accept a COMPONENT in non-usable condition, and to replace it immediately, under the following conditions:

- a. Due to early deterioration or natural breakdown, or manufacturing defect.

5.1.1.10 The following situations shall not qualify as early deterioration or natural breakdown for the purposes of the Basic Project Plan:

- a. Evidence of improper use by the CONTRACTING PARTY, provided this is proven by the CONTRACTED PARTY.

5.1.1.11 The responsibility for the GOODS shall be transferred from the CONTRACTED PARTY to the CONTRACTING PARTY upon receipt of the GOODS at the delivery locations stipulated by the CONTRACTING PARTY as BACW/BACE. Similarly, possession and responsibility for the GOOD which is in non-usable condition shall be transferred from the CONTRACTING PARTY to the CONTRACTED PARTY until the replacement occurs and the COMPONENT is returned to the CONTRACTING PARTY.

5.1.1.12 Any GOOD/COMMODITY to be installed on the AIRCRAFT must have a log, conformity [certificate] FAA Form 8130, SEGVOO 003 or other similar document adopted in other countries for consumables.

5.1.1.13 The parties take responsibility for their fiscal and customs duties, obligations which may not be transferred from one party to the other. The parties must always provide a copy of the fiscal documents which may be required under current legislation for the shipment of the COMPONENTS, under penalty of justified refusal [of receipt] by the other Party.

5.1.1.14 Responsibility for risk of loss or damage of any GOOD sent by the CONTRACTED PARTY shall be transferred to the CONTRACTING PARTY upon receipt of the GOOD by the CONTRACTING PARTY.

5.1.1.15 All GOODS required for aircraft maintenance, both scheduled and unscheduled maintenance, are included in this module, and shall be supplied at no additional onus to the CONTRACTING PARTY, with a maximum delivery timeframe of 30 (thirty) days to the BACW/BACE.

## **5.1.2 Handling and Transportation**

5.1.2.1 The CONTRACTED PARTY shall be responsible for transportation and handling of the GOOD, including for all direct and indirect costs, such as- but not limited to- freight, fees, customs clearance (outside of Brazil), preservation, warehousing and insurance associated with moving the GOOD listed in the OBJECT of this Basic Project Plan, under the following conditions:

- a. During the import/export of the GOODS destined for the delivery of the services contemplated by this PB, for delivery at BACW/BACE.
- b. During transportation between the CONTRACTED PARTY's facilities and subcontracted companies, and vice-versa;
- c. The CONTRACTED PARTY shall not be responsible for movement of

the GOODS within OPERATIONAL BASES or within any military organization, when they are under the CONTRACTING PARTY's responsibility;

- d. The CONTRACTED PARTY must comply with the delivery timeline for any order, as per performance criteria presented in this Basic Project Plan; and
- e. Any and all packaging of GOODS for transportation must comply with the provisions set forth in the respective Equipment Maintenance Manuals and current technical norms. Inadequately packaged GOODS should not be accepted or transported by the CONTRACTED PARTY.

5.1.2.2 Transportation and delivery logistics for the GOODS are as follows:

- a. Supply and delivery of GOODS shall occur at the BACW Warehouse at 1701 22nd Street, N.W. – DC 20008 1931, Washington, D.C., United States INCOTERM DAP – BACW, or at the BACE Warehouse, 16 Great James Street, Holborn London, WC 1N3DP – England, per INCOTERM DAP –INCOTERM DAP-BACE or BACE.
- b. All costs associated with preservation, packaging, insurance, taxes, fees, warehousing, loading and unloading fees, port fees for the necessary inputs to perform the services contemplated by this Basic Project, these shall be under the CONTRACTED PARTY's responsibility and at its expense until the item is supplied and delivered to the BACW and BACE.
- c. Customs clearance, related costs shall be under the CONTRACTING PARTY's responsibility during transportation from the BACE or BACW to PAMA.
- d. For the services which make up the Object of this PB, maximum TAT between an item request and its delivery to BACW/ BACE is 30 days.

5.1.2.3 The costs for all GOODS involved in the AIRCRAFT maintenance operation must be included in the final price proposal submitted for the sale of the goods by the CONTRACTED PARTY.

5.1.2.4 The CONTRACTED PARTY shall cover custom costs (outside of Brazil) as well as transportation and warehousing costs (INCOTERMS DAP).

5.1.2.5 The CONTRACTING PARTY shall be responsible for processing Customs Clearance on route from the BACW or BACE to PAMA.

5.1.2.6 Any delay or money spent during customs clearance procedures, which have not been caused by the CONTRACTED PARTY, shall not be taken into account in assessing performance.

5.1.2.7 The CONTRACTED PARTY shall be responsible for transportation insurance for all GOODS under its responsibility.

## **5.2 MODULE 2 – Provision for the Supply of Consumable Items during an Emergency– AOG**

5.2.1 The operating cycle for an AOG emergency shall be covered by this MODULE and payment shall be processed upon demand, per the following procedures:

- a. The CONTRACTING PARTY informs the CONTRACTED PARTY (AOG section) of the location and the item which made the aircraft unavailable;
- b. The CONTRACTED PARTY makes the GOODS available at the CTLA/PREM within 96 hours of AOG notification.
- c. All transportation, for the delivery and receipt of the AOG GOODS contemplated in this Basic Project Plan, shall be executed by the CONTRACTED PARTY in accordance with INCOTERM 2010, DAP CTLA modality.
- d. In case of AOG, from the origin to material delivery at the CONTRACTING PARTY's premises, INCOTERM DAP modality shall



apply, i.e. 'Delivered at Place' to CTLA. The CONTRACTED PARTY shall deliver the material for clearance by the Aeronautical Warehouse at Rio de Janeiro CTLA, located at Avenida Brasil, N. 5176, CEP 21040-361, Rio de Janeiro.

- e. PAYMENT shall follow submission of an invoice pertaining to the direct cost of transportation.

## **6 SPECIFICATIONS OF APPLIED GOODS**

### **6.1 Performance Metrics**

6.1.1 For the execution of this PB the CONTRACTED PARTY must keep performance metrics, which shall be based on parameters establishing maximum timelines to carry out activities listed.

6.1.2 Delivery of GOODS to the BACW/BACE Warehouse.

6.1.3 In exceptional circumstances, (AOG) the GOODS may be delivered to the CONTRACTED PARTY's premises and to the CTLA. In this case the timeline shall be 96 (ninety-six) hours and the GOODS must be addressed to the CTLA.

6.1.4 For the purpose of assessing metrics, timekeeping for [customer] service shall start when the CONTRACTING PARTY submits a formal ITEM request to the CONTRACTED PARTY, via email or fax, and it shall end when the ITEM is received at the BACW/BACE's facilities.

6.1.5 Timekeeping for the delivery of GOODS to the CONTRACTING PARTY shall end, when it is duly received by the addressee, upon submission of GMM or similar document or other record agreed upon between the parties.

6.1.6 Timekeeping for every request (TAT) shall comply with the following formula:

TAT = (Date/ Time of ITEM Delivery to the Contracting Party (PAMA GL/Operational Bases) – (Date/Time at which GOOD was requested by the CONTRACTING PARTY for transportation with the CONTRACTED PARTY)

MAXIMUM TAT: 30 DAYS

## **6.2 Supply of GOODS**

6.2.1 The CONTRACTED PARTY must supply the GOODS, consumable items, contemplated by this PB in Factory New Condition.

6.2.2 It is mandatory that all manufactured GOODS which are serially produced and installed on the aircraft possess a manufacturer warranty document, or similar document, as well as verified trackability for the origin of the acquired goods, in addition to being in airworthy condition.

6.2.3 Should there be alternative Part Numbers (PNs) for the acquired GOODS, the CONTRACTED PARTY must deliver the manufacturer's original PN, except in cases where, after being consulted, the CONTRACTING PARTY expressly chooses the alternative PN.

6.2.4 If the PNs of the acquired GOODS are different from the requested PNs, but are interchangeable and may be installed on the fleet, the CONTRACTED PARTY must record this fact in the shipping documents for the GOODS, cross-referencing the PNs of the GOODS initially requested. In this case, the CONTRACTED PARTY must notify the following information: PN, NSN, Nomenclature, CFF, Unit Price and Supply Unit, further to approval by the CONTRACTING PARTY.

6.2.5 The CONTRACTED PARTY must take responsibility for the origin, quality and guarantee of the GOODS provided, covering the onus associated with non-compliance.

## **7 CONTRACT JUSTIFICATION**

7.1 The operational necessity and importance of the missions have generated demands which exceed FAB available means, thus justifying the need to contract fleet maintenance services from the private sector to provide supply and maintenance services, including [the supply of] consumable GOODS and technical services, for the purpose of insuring the Logistic Support of the necessary systems, to maintain operational status and fulfill Annual Flight Effort established by COMAER, as well as potential contracts, upon demand, to perform scheduled and unscheduled inspection.

7.2 The consumable items require a constant delivery flow, because they qualify as raw material for immediate application on the aircraft or serve as an input for the repair services on the repairable components of the aircraft, however in repair workshops.

7.3 This is a necessary acquisition, given that the FAB does not produce or manufacture consumable items.

## **8 TIMEFRAMES**

### **8.1 Validity Term**

8.1.1 The future CONTRACT arising from this PB shall be valid for 36 (thirty-six) months, starting from signature date.

### **8.2 Execution Period**

8.2.1 The future CONTRACT arising from this PB shall have an execution period of 34 (thirty-four) months, starting from issue of Service Order (S) by the CONTRACTING PARTY.

### **8.3 Obligation Receipt and Payment Timeframes**

- 8.3.1 The receipt and payment timeframe shall abide by procedural rite set forth in ICA 65-8 and ICA 12-23 and other legislation which may in future revoke the above ICA's, in full or in part.
- 8.3.2 Payment must be made (immediate delivery-immediate payment) through the submission to the CONTRACTING PARTY of an INVOICE issued by the CONTRACTED PARTY, together with the DEFINITIVE GOODS/SERVICE ACCEPTANCE CERTIFICATE (TRM/S) issued by COMREC.
- 8.3.3 The INVOICE (bill of sale) must be sent to COMREC, which shall validate it, provided that the material was adequately received, issuing a GOODS/SERVICE ACCEPTANCE CERTIFICATE (TRM/S) which shall be submitted for payment within the maximum timeframe established by ICA 65-8 and ICA 12-23.
- 8.3.4 The payment term for the INVOICE may not exceed 30 (thirty) days, starting on the issue of the Acceptance Certificate, signed by pela COMREC, as set forth in art. 9º, do Decree nº 1.054/1994.
- 8.3.5 The payment shall be made via credit: to a bank checking account, whose details shall be supplied in writing by the CONTRACTED PARTY. The billing documents shall be addressed to the Aeronautical Material Depot of Galeão (PAMAGL).
- 8.3.6 Payment shall be made to the CONTRACTED PARTY, provided all obligations have been fulfilled completely upon completion of the delivery which initiated the invoice. If irregularities are found in the INVOICE, either due to amounts, or omission of data or elements identifying the payment, it shall be returned to the CONTRACTED PARTY.
- 8.3.7 Should there be delays in payment caused exclusively by the CONTRACTING PARTY, the amount owed shall be accordingly updated financially, and its verification shall start from expiration date to date of actual payment, whereby tardy fees shall be calculated at the rate of 0.5

% (half a percentage point) per month, or 6% (six) percent per year, by applying the following formulas:

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

$$EM = I \times N \times VP$$

Whereby:

I = Financial Update Index;

TX = Annual late payment interest rate;

EM = Delay Penalties;

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

VP = Late installment amount

8.3.8 In case of payment of tardy fees and other fines pertaining to the delay, the documents must be complemented with a justification and reason, and submitted to the evaluation of the relevant higher-ranking authority, which shall take the necessary measures to ascertain if it is necessary to determine responsibility, identifying those at fault, and attributing the onus to those who caused it..

## **9 TECHNICAL GUARANTEES**

9.3 THE CONTRACTED PARTY must comply with the norms established by the aeronautical certifying and approval authorities (ANAC, COMAER, EASA OR FAA) for the purpose of assuring the fulfillment of the Quality Guarantee requirements which apply to the supply and transportation of GOODS.

9.4 The CONTRACTED PARTY is contractually obligated to guarantee the GOODS supplied by it, or those supplied under its responsibility at no

additional cost to the CONTRACTING PARTY, regardless of performance location, managing the guarantee procedure with the original.

- 9.5 The TECHNICAL GUARANTEE shall be valid for 365 (three hundred sixty-five) days or 500 Flight hours for NEW GOODS.
- 9.6 For all GOODS supplied, the CONTRACTED PARTY must issue a tracking certificate for consumable items.
- 9.7 The CONTRACTED PARTY must guarantee that it will promptly repair and replace, at its own cost, all parts in which a flaw or any functional abnormality is found within the service guarantee period, as well as providing the transportation required to correct the abnormalities found in the goods and services delivered.
- 9.8 The CONTRACTED PARTY must replace, at no additional cost to the CONTRACTING PARTY all commodities presenting any functional abnormalities during the first installation of the part onto the aircraft.
- 9.9 The CONTRACTED PARTY is exempt from responsibilities for the technical guarantee in the following cases:
- a. If the GOODS were not operated, kept, overhauled or stored in accordance with the manufacturer's instructions, by the CONTRACTING PARTY, provided that this can be proven;
  - b. If the flawed component was handled, warehoused, repaired or altered by the CONTRACTING PARTY in any condition which may hinder or compromise operational safety or efficiency; or
  - c. If the GOODS were subject to any abnormal condition, poor use, or if they were involved in an accident by the CONTRACTING PARTY, unless an inquiry into the accident proves that the CONTRACTED PARTY contributed to the cause [of malfunction] in the repaired or overhauled GOODS.
- 9.10 The CONTRACTED PARTY must establish, document and maintain at its premises, throughout the duration of the CONTRACT, a Quality System in accordance with the current norm or other equivalent [guideline] approved and certified by the Aeronautical Certifying and Approval Agencies (ANAC, COMAER or other similar agency abroad).

9.11 The CONTRACTING PARTY must have access to the CONTRACTED PARTY's premises, subject to the compliance with all internal safety norm/other norm established by the CONTRACTED PARTY, as well as by subcontracted companies, where services are performed in connection with the OBJECT of this CONTRACT.

9.12 THE CONTRACTED PARTY must present a Quality Certificate with the CONTRACTING PARTY's approval, when requested by COMREC.

## **10 DELIVERY AND RECEIPT CONDITIONS**

10.1 After the goods are delivered, the CONTRACTING PARTY shall inspect them within 10 (ten) days to verify the condition in which the GOODS were received and [the existence of] required records in the Technical Documentation.

10.2 Non-conformities found by the CONTRACTING PARTY must be notified to the CONTRACTED PARTY within a maximum timeframe of 10 (ten) days, and corrected by the CONTRACTED PARTY in the same amount of time after notification. Should any DISCREPANCY of a serious nature be encountered, this timeline may be extended, provided that due justification is submitted in writing.

10.3 The GOODS supplied shall be received by the CONTRACTING PARTY, in a location previously chosen by the CONTRACTING PARTY, through COMREC, for the purpose of insurance compliance with the terms of the CONTRACT.

## **11 SUBCONTRACTING**

11.1 SUBCONTRACTING is the CONTRACTED PARTY's exclusive responsibility, meaning the contracted party shall be fully and solely responsible for the guarantees issued not only for the services and timelines as well as for insurance coverage claimed against it, in case of breakdown or malfunction with services performed by it or by third parties. The

SUBCONTRACTING LIMIT is 40% (forty percent).

## **12 TECHNICAL QUALIFICATION WHICH MAY BE REQUIRED OF COMPANY**

12.3 Certification issued by agencies other than ANAC, COMAER, EASA, FAA or a similar agency must be submitted alongside a bilateral civil aviation agreement or an agreement for the mutual recognition of maintenance functions, stipulated between a Brazilian agency and the equivalent agency in the country of origin.

12.4 Proof shall be submitted as a clear statement of fitness to deliver the workload described in this Basic Project Plan (PB).

12.5 The technical qualification requirements for the CONTRACTED PARTY and subcontracted parties must comply with the terms of Art. n°37, XXI of the Federal Constitution, articles. 3°, paragraph 1°, segment I, and 30, segment II, of 1993 Law n° 8.666, and amendments thereto, as well as with Summary n° 247 of the TCU.

12.6 A The CONTRACTED PARTY must submit a certificate or similar document proving supply of consumable items for aircraft.

## **13 MONITORING**

13.1 A CONTRACT MONITOR must be appointed by the CONTRACTING PARTY, in accordance with ICA 65-8, "Aeronautical Command Directive on COMREC and Contract Monitor Duties", and ICA 12-23 "Monitoring and receipt of goods and services and application of administrative fines", for the purpose of monitoring the CONTRACT; the MONITOR shall coordinate with COMREC.

13.2 COMREC shall receive the goods or services delivered by the CONTRACTED PARTY, with regard to quantity and quality, in accordance



with the provisions of the future contract, as well as in the Basic Project Plan

13.3 Fiscal monitoring of the CONTRACT shall be performed by the MONITOR whereas the OBJECT shall be received by COMREC, in accordance with the following procedures:

13.3.1 The bills of sale (invoices) must show the prices of the GOODS.

13.3.2 Documents proving the receipt of GOODS must be attached for validation by COMREC, for the purpose of receiving the object.

13.3.3 If there are other inputs affecting price, these must be documented.

13.3.4 The total amount shown in the invoices must be equivalent to the price of the purchased GOODS, administrative fees, taxes and other costs established in the CONTRACT.

13.4 Whenever so requested, the CONTRACTED PARTY must, through its representative, appear when summoned by COMREC, at a previously agreed upon location or at COMREC's headquarters.

13.5 Communication between the CONTRACTING PARTY and the CONTRACTED PARTY shall be in Portuguese, excluding documentation of a technical nature, which may be provided in English or Spanish.

13.6 Facts, decisions or measures exceeding its competence must be brought to the attention of a higher-ranking authority.

13.7 The CONTRACTING PARTY must ensure that the CONTRACTED PARTY fulfills the delivery and payment schedule for the Object at hand.

13.8 If the timelines are exceeded by the CONTRACTED PARTY or in case of non-compliance with any other contract clause, the MONITOR must notify the CONTRACTED PARTY, establishing a timeframe for the correction of the DISCREPANCY and requesting a justification, in writing, for the event, which shall be evaluated by the MONITOR together with the administration.

13.9 If the timeframe established by the MONITOR is not fulfilled, and the justification considered lacking, or if the CONTRACTED PARTY does not reply, the MONITOR should coordinate the application of the sanctions

established by contract with the Directing Agent.

13.10 The MONITOR and COMREC must always have the OBJECT of the PB being performed during the CONTRACTED PARTY's business hours

13.11 The CONTRACTED PARTY must keep an agent, who has been accepted by the Administration, for the purposes of representation in the execution of the future CONTRACT, as established by Art nº 68, Law nº 8.666, dated June 21, 1993.

13.12 It must follow and comply with the provisions of Law 8.666, dated June 21, 1993 and any later amendments thereto, in ICA 66-13, ICA 65-8 (Aeronautical Command Directive on COMREC and Contract Monitor Duties – COMREC) and ICA 12-23 (Monitoring and Receipt of GOODS and services, and application of administrative sanctions) and future updates or replacement by an equivalent ICA.

## **14 GENERAL OBLIGATIONS**

### **14.1 For the CONTRACTING PARTY**

14.1.1 In addition to the provisions of current legislation and the clauses of the future CONTRACT, the CONTRACTING PARTY must also:

14.1.1.1 Take all necessary measures for the exact fulfillment of the clauses in the future contract; appoint a MONITOR AND GOODS AND SERVICES RECEIPT COMMISSION (COMREC), comprised of at least 3 (three) military officers, via internal bulletin;

14.1.1.2 Supply the list of names of the MONITOR and COMREC members, which may be replaced at any time, if deemed appropriate;

14.1.1.3 Monitor and inspect contractual performance, through the MONITOR, the execution of the future CONTRACT, and carry out receipt through COMREC;

14.1.1.4 Before processing any payment, the CONTRACTING PARTY may require proof from the CONTRACTED PARTY that it complies with

labor and social security laws for its employees;

- 14.1.1.5 Pay, via its Financial Department, any INVOICE submitted, provided it has been duly certified by COMREC, via the issue of an ACCEPTANCE CERTIFICATE;
- 14.1.1.6 Enter records for the goods received in SILOMS, in coordination with COMREC, so as to comply with TECHNICAL DIRECTIVES and other similar activities.

#### **14.2 For the CONTRACTED PARTY**

14.2.1 In addition to the provisions of current legislation and the clauses of the future CONTRACT, the CONTRACTED PARTY must also:

- 14.2.1.1 Comply with current federal, state and city laws- or their equivalent laws abroad- pertaining to sustainability and environmental impact.
- 14.2.1.2 Comply with current domestic legislation, Specific Norms issued by the CONTRACTING PARTY, by the Directorate of Aeronautical and Warfare Material (DIRMAB) and other legal provisions governing the object of the above PB, which may be integrated in the future CONTRACT for due legal effect;
- 14.2.1.3 Receive notification issued by the CONTRACTING PARTY, in writing, through the MONITOR, concerning changes to the Directives, Norms, Blueprints, Regulations and Complementary Specifications;
- 14.2.1.4 Facilitate the monitoring and inspection process, supplying all information and clarification of a technical and administrative nature, presenting all necessary documents and information;
- 14.2.1.5 Maintain, throughout contractual validity, the legal qualification technical qualification, and fiscal fitness conditions required [during the bid];
- 14.2.1.6 Submit quotes, Bills of Sale/ INVOICES and PRICE LISTS to the MONITOR, in accordance with the respective BILLS OF SALE and delivery and payment schedule attached to this PB;
- 14.2.1.7 Provide the CONTRACTING PARTY, at any time, with any information and documentation available concerning the execution of the contract

within a maximum timeframe of 10 (ten) days.

- 14.2.1.8 The CONTRACTED PARTY must keep a representative present where contractual services are performed, who is nominated by the MONITOR, and oversees work, acting as liaison between the CONTRACTING PARTY and the CONTRACTED PARTY;
- 14.2.1.9 Take responsibility for the transportation, or transportation cost of its employees, as well as for their meals and other benefits set forth in labor law, both in Brazil and abroad.
- 14.2.1.10 Prove, whenever requested by the CONTRACTING PARTY, that all labor and fiscal obligations have been met in Brazil as well as abroad.
- 14.2.1.11 Train the workforce to accept guidelines from the designated representative, including as pertains to the fulfillment of Internal Workplace Safety and Medicine, providing training under its responsibility.;
- 14.2.1.12 Comply with all city, state and federal laws as well as with the CONTRACTING PARTY's safety rules.
- 14.2.1.13 Contribute to the investigation surrounding any event or accident, when requested by the CONTRACTING PARTY, file reports and deliver them to the CONTRACTING PARTY within 30 (thirty) days of the event and accident pertaining to items covered by the PB.
- 14.2.1.14 Provide any documents requested by the CONTRACTING PARTY, regarding the services for this PB, for the purpose of aircraft certification or any other similar purpose.

## **15 CONFIDENTIALITY**

15.1 For the purposes of this Contract, the parties stipulate that the phrase "Confidential Information" applies to commercial, industrial information and data or to technical projects, etc., pertaining to existing projects or other currently under development by the parts.

15.2 The phrase 'Confidential Information' shall also apply to data, texts,

correspondence and information shared orally or visually, regardless of the means through which they are conveyed, which seem to be of a confidential nature

15.3 It is hereby established that all Confidential Information exchanged between the contracting parties is subject to the following parameters:

15.3.1 They must be exclusively used for contracts and projects which involve a relation between the parts;

15.3.2 The information shall not be distributed, revealed or divulged in any way to third parties, except to company employees, who have a proven need to be aware of said confidential information and who have previously signed formal confidentiality agreements;

15.4 These obligations, however, do not apply in the following cases:

15.4.1 Information which is already in the public domain or should become available to the general public, during the performance of the Contract, by other means;

15.4.2 Information which was already known to the receiving party before receipt from the other party, if it may prove it through official documents and records;

15.4.3 Information which is officially disclosed by the issuing party;

15.4.4 Information whose disclosure is required by law or rules established by the competent government organizations;

15.5 This document does not transfer any license, or right of use, copyright law, or any other type of exclusive intellectual property

15.6 The CONTRACTING PARTY is not required to offer any compensation for the sharing of any information implied by this contract.

15.7 All confidential information exchanged between the parties shall be returned to the issuing parties, or destroyed by the receiving party, immediately after termination of Contract.

15.8 The provisions of this Contract may not be altered, changed, nor disregarded, except through a written document signed by both parties.

## **16 SUSTAINABILITY**

16.1 The following environmental directives shall be followed:

16.1.1 Any facility, equipment or process, located at a permanent premise, which emits or releases due to point of emission or fugitive emission, used during contractual performance, must respect maximum pollutant emission limits admitted by Resolution CONAMA n° 382, of 12/26/2006, and related legislation, or norm related to the location of aircraft maintenance/operation, depending on type of source or pollutant;

16.1.2 In the performance of the contract, as the case may be, sound pollution may not exceed the levels deemed acceptable by Norm NBR-10.151 – Assessment of Sound in Inhabited Areas to ensure community comfort, from the Brazilian Association of Technical Norms – ABNT, per the terms of CONAMA Resolution N° 01, de 08/03/90, and related legislation;

16.1.3 In accordance with Article 4°, § 3°, of Normative Instruction SLTI/MPOG n° 1, dated 01/19//2010, in the performance of the Contact, recycled aggregates must be used where their availability and supply capacity exist, provided the cost is lower than that of natural aggregates, per entry into

the price and cost breakdown;

## 17 ESTIMATED BUDGET

17.1 The estimated amounts for the provision of services described in this PB are detailed in ATTACHMENT A, ED 30, amounting to total of US\$ 54,206,874.28.

17.2 Maximum amounts accepted by the Administration for Module 1— Upon request (ND30), following guideline in IN SLTI/MPOG 5/2014, as altered Normative Instruction n° 3, dated April 20, 2017.

17.3 Object-based contracts meet the need to break the Object down into installments as much as possible per TCU opinion:

“(…) 9.2.11. There is no conflict between paragraphs 1 and 5 of Article 23, Law N. 8.666/93, which must be interpreted as a whole: the first paragraph addresses installments as a rule to follow, and it is fulfilled when several bids are conducted, or when there is a single bid, which is awarded [severally] by groups or lots; conversely, paragraph 5 specifically addresses the bidding modality to be conducted for each installment in which the object is divided via multiple bids”, (...) (TCU, Proc. N. 1540/2014, Plenário j. 06/11/2014, Rel. Min Walton Alencar Rodrigues).

As observed further ahead, a single bid was chosen here, and it will be awarded to projects pertaining to the aircraft.

17.4 The method for the purchase price survey was performed within SILOMS records, on websites and US price catalogs, per Attachment A. As for AOG amounts, these were provided by the BACW, based on contracts with company JAS.

17.5 IN SLTI/MPOG 5/2014, altered by Normative Instruction n° 3, dated April 20, 2017 requires a market survey or other methodology authorized by the

competent authority, per the following terms:

“Art. 2. The price survey shall be conducted according to the following parameters:  
[...] survey published on specialized media, specialized or widely accessible websites, provided that they include date and time at which website was accessed;  
or  
IV- manufacturer survey, provided that the survey dates are no further apart than 180 (one hundred eighty) days...”  
§2- As a methodology for obtaining reference price for Contract, the average, median or lowest amount obtained in the market survey shall be used, provided that the calculation uses three or more prices, obtained from one or more parameters established in this article, whereby inviable or excessively high prices shall be discarded.  
§3- Other criteria and methods may be used, provided they are duly justified by the competent authority” [...]

Prices pertaining to the object of the PB were not found in the ‘Price Panel’. To this end, item history in SILOMS was used as well as a market survey based on US catalogs and Internet sources.

Given that FAB aircraft are from an older generation, dating back 30 years on average, the materials and suppliers in Brazil are scarcer compared to commercial aircraft. For instance, C-95 is a 1965 project designed by EMBRAER, whose supply chain is no longer active.

It is important to emphasize that the market survey performed by FAB, abiding by the provisions of IN SLTI/MPOG 5/2014, concurs with the provisions of CFRB/88, Art. 173 which states:

“Except for the cases established in the Constitution, the exploitation of economic activity by the state shall only be permitted when it is imperatively required for national security or the relevant collective interest, as established by law”

Therefore, determining market price is an action based on the market itself. It follows that CFRB/88 did not plan the prices, except for reasons pertaining to national security or collective interest, which do not apply to this PB.

The average market price was taken into account, while discarding exceedingly high market prices.

17.6 Attachment A is merely an estimate/forecast for the supply of consumable goods which may be required based on historic repair records performed



within which each Aeronautical Project. IT DOES NOT GENERATE AN OBLIGATION FOR THE CONTRACTING PARTY REGARDING THE QUANTITY OF REPAIRS IN ATTACHMENT A; I.E. THE NUMBER OF REPAIRS MAY BE GREATER OR SMALLER, BASED ON AIRCRAFT OPERATIONS/DEMAND.

## **18 RANKING CRITERIA**

- 18.1 The companies taking part in the bid must submit their proposals in accordance with the table provided in Attachment A;
- 18.2 The future CONTRACTED PARTY (CONTRACTED PARTIES) shall be chosen based on the lowest global price criterion for each project in the consumable report issued for each project;
- 18.3 Different companies may be chosen for each aeronautical consumables project. Attachment A shows the consumption numbers for three years and the highest acceptable amount as reference;
- 18.4 Bidders shall compete by presenting proposals and indicating the proposal amount for each aeronautical project and its consumables. There may be more than one winner per project, thereby promoting the greatest possible competition;
- 18.5 Should there be any component which is not related to the attachments but is part of the aircraft manual, its purchase shall be processed within the proposal for each project, given that it qualifies as the supply of consumable items upon DEMAND;
- 18.6 There are no restrictions regarding the participation of a company in more than one specific project;
- 18.7 The global price for each project shall be calculated through the Total Price

Sum for the consumables of each aeronautical project;

## 19 BUDGET ALLOCATION

19.1 The expenses associated with this Basic Project Plan must be borne in accordance with the following budget classification: Program 0621 – Air Force Preparation and Employment and Action 2048- Aircraft Supply and Maintenance, or other action available, Nature of Expense 339030 - Consumable material.

19.2 Annual Disbursement Schedule:

19.2.1 The annual disbursement schedule for budget resources is established based on the estimated budget for the contract, as per  
MODULE I:

MODULE I: DELIVERY AND PAYMENT SCHEDULE - PB DEMAND				
PHASE	DIAS	Item Delivery	PAYMENT IN USD	TOTAL PAYMENT IN USD
1	D+180	(MODULE 1)	9,025,670.28	<b>54.154.021,78</b>
2	D+360	(MODULE 1)	9,025,670.28	
3	D+540	(MODULE 1)	9,025,670.28	
4	D+720	(MODULE 1)	9,025,670.28	
5	D+900	(MODULE 1)	9,025,670.28	
6	D+1080	(MODULE 1)	9,025,670.28	

Note: D = represents the CLS Contract Signature Date

19.2.2 The annual disbursement schedule for budget resources (ED39) is established based on the estimated budget for the Contract, as per MODULE II, considering an average of fifteen kilograms for transportation, in the amount of USD 195.00, e considering 10 AOGs (09 projects) per project per year:

DISCLAIMER: The English version is a certified translation of the original in Portuguese for information purposes only. In case of a discrepancy, the Portuguese original version shall prevail.

MODULE II: DELIVERY AND PAYMENT SCHEDULE –AOG TRANSPORTATION				
PHASE	YEAR	Item Delivery	PAYMENT IN USD	TOTAL PAYMENT IN USD
1	D+ 364	(MODULE II)	17,617.50	52,852.50
2	D+ 729	(MODULE II)	17,617.50	
3	D+1094	(MODULE II)	17,617.50	

19.2.3 The annual disbursement schedule for all budget resources added in Modules I and II:

ESTIMATED ANNUAL DISBURSEMENT SCHEDULE	
FISCAL YEAR	DISBURSEMENT (US\$)
2017	18.068.958,09
2018	18.068.958,09
2019	18.068.958,09
TOTAL	54.206.874,28

## 20 APPLICABLE LEGISLATION

20.1 Constitution of the Federal Republic of Brazil;

20.2 ICA 65-8/2009 – Aeronautical Command Directive on COMREC and Contract Monitor Duties;

20.3 ICA 65-15/2001 – Central Depot and Workshop Depot- Definitions and Attributions;

20.4 ICA 65-36/2013 – Certification of Organization supplying Maintenance Services;

20.5 ICA 66-13/2004 – Maintenance Services in Aeronautical Companies;

20.6 ICA 12-23 – Monitoring and receipt of goods and services and application of

administrative sanctions.

20.7 2010 Normative Instruction SLTI/MPOG nº 1 (Environmental Sustainability Criteria in the Acquisition of Goods, Contracting of services or works by Public Federal Administration agencies, autonomous institutions and Foundations).

20.8 MCA 66-7 (SISMA Maintenance Manual: Maintenance Documentation,

Doctrine and Procedures);

20.9 MCA 67-8/2002 – Supply Manual;

20.10 RADA – Aeronautical Administration Regulations ;

20.11 Law nº 4.320, dated March 17, 1964, and any amendments thereto;

20.12 Law nº 8.666, dated June 21, 1993, and any amendments thereto;

20.13 Law nº 9.069, dated June 29, 1995;

20.14 Law nº 9.648, dated May 27, 1998;

20.15 Law nº 10.192, dated February 14, 2001;

20.16 Complementary Law nº 101, dated May 4, 2000;

20.17 Decree nº 3.655, dated November 21, 2000;

20.18 Decree nº 78.382, dated September 8, 1976;

20.19 Decree nº 1.054, dated February 7, 1994;

20.20 Decree nº 1.110, dated April 13, 1994;

20.21 Decree nº 93.872, dated December 23, 1986, and any amendments

thereto;

20.22 Decree nº 1.094 dated March 23, 1994;

20.23 Decree nº 4.553, dated January 30, 2002;

20.24 DIRMAB Order nº 66. dated December 8, 2000;

20.25 DIRMAB Order nº 005/MND, dated April 8, 1991;

20.26 Interagency Order nº 1.451, , dated May 7 1998 (Cataloguing);

20.27 RBAC nº145; e

20.28 Other relevant legal norms which apply to the contracts and supply in question.

## **21 FORM OF ACQUISITION**

21.1 The contract contemplated by this document must arise from a bid, carried out at an international level, as a bidding process, comparable to [the Brazilian bid modality of] open competition [*concorrência*], at the BACW, using the ranking criterion of lowest global price per project.

## **22 FINAL PROVISIONS**

22.1 This PB took into account administrative, technical and financial aspects associated with the planning, supply and maintenance procedures, in accordance with a trustworthy maintenance statistic database.

22.2 The CONTRACTING PARTY may at any time alter the maintenance diagonal for the purpose of serving the public interest.

São Paulo, May 9, 2018.

WRITTEN BY

---

LT. COL. ENG. RODRIGO LAMFRE COLMENERO  
Chief of FCGP

---

LT. COL. LEANDRO NÓBREGA LARA  
Chief of FCGC-2

REVIEWED BY:

---

Brig. Gen. LUIZ AMEDEO IOZZI DA SILVA  
Subdirector of SDFC

APPROVED BY:

---

Maj. Gen. ANTONIO RICARDO PINHEIRO VIEIRA  
Director of DIRMAB

**23 ATTACHMENT**

26.1 Attachment A – Consumable Item Table per Project