

FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PURCHASING DIVISION - DICOMP/CLC/CGAD/DLOG/PF

Notice No. 22/2025-DICOMP/CLC/CGAD/DLOG/PF

Process No. 08211.000263/2025-10

[ELECTRONIC AUCTION]

90022/2025

CONTRACTING PARTY (UASG)

(200334)

PURPOSE

[price registration]

TOTAL CONTRACT VALUE

R\$ 84,207,337.80 (Eighty-four million, two hundred and seven thousand, three hundred and thirty-seven reais and eighty cents).

DATE OF PUBLIC SESSION

December 19, 2025, at 10 a.m. [(A2)] (Brasília time)

Judgment Criteria:

[lowest price]

Bidding method:

PREFERENTIAL TREATMENT ME/EPP/EQUIVALENTS

[NO]

PREFERENCE MARGIN FOR SOME ITEMS

[NO]

[ELECTRONIC AUCTION] No. 90022/2025

(Administrative Process No. 08211.000263/2025-10)

It is hereby made public that the FEDERAL POLICE, through the GENERAL ADMINISTRATION COORDINATION, headquartered at Edifício Multibrasil Corporate Setor Comercial Norte Q. 4 - Asa Norte, Brasília - DF, CEP 70714000, will hold a bidding process for price registration, in the form of an ELECTRONIC AUCTION, in ELECTRONIC form, pursuant to Law No. 14,133, of April 1, 2021, Decree No. 11,462, of March 31, 2023, and other applicable legislation, and in accordance with the conditions established in this Notice.

1. OBJECT

3.

- The object of this bid is the Acquisition of PATROL AND INTERCEPTION BOATS (LPI) WITH ROAD TRANSPORT TRAILERS, according to the conditions, quantities, and requirements established in this Notice and its annexes.
- The bid will be held in a single group, consisting of (2) two items, according to the table in the Terms of Reference, and the bidder must submit a proposal for all items that comprise it.

2. PRICE REGISTRATION

2.1. The rules regarding the managing and participating bodies, as well as any adhesions, are those contained in the draft Price Registration Minutes.

PARTICIPATION IN THE BID

- Those interested in participating in this tender must be previously accredited in the Unified Supplier Registration System (SICAF) and the Federal Government Procurement System (www.gov.br/compras).
- 3.2. Interested parties must meet the conditions required for registration in SICAF by the third business day prior to the date set for receipt of bids.

- 3.2.1. Foreign companies may participate in this tender through a legal representative who, duly equipped with a document accrediting them to participate in this bidding procedure, will be responsible for their client through formal and express authorization from the same.
 - 3.3. The bidder is solely and formally responsible for the transactions carried out in its name, assuming its proposals and bids as firm and true, including acts performed directly or by its representative, excluding the responsibility of the system provider or the agency or entity promoting the bidding for any damages resulting from the misuse of access credentials, even by third parties.
- 3.4. It is the responsibility of the registrant to check the accuracy of their registration data in the Systems listed in the previous item and to keep them updated with the bodies responsible for the information, and they must immediately correct or change the records as soon as they identify any inaccuracies or if they become outdated.
- 3.5. Failure to comply with the provisions of the previous item may result in disqualification at the time of qualification.
- 3.6. No preferential treatment will be granted in this Bid to micro-enterprises, small businesses, and similar entities, under the terms of Complementary Law No. 123 of 2006, due to the application, in this case, of Article 4, § 1 of Law No. 14,133 of 2021.
- 3.7. The following may not participate in this bid:
- 3.7.1. those who do not meet the conditions of this Notice and its annex(es);
- 3.7.2. companies that perform activities incompatible with the object of the bid;
- 3.7.3. cooperative societies;
- 3.7.4. foreign companies that do not have legal representation in Brazil with express powers to receive summons and respond administratively or judicially;
- 3.7.5. the author of the preliminary draft, basic draft, or executive draft, whether an individual or legal entity, when the bid concerns services or the supply of goods related thereto;
- 3.7.6. a company, individually or in a consortium, responsible for preparing the basic project or executive project, or a company in which the author of the project is a director, manager, controller, shareholder, or holder of more than 5% (five percent) of the voting capital, technical manager, or subcontractor, when the bid concerns services or the supply of goods necessary for it;
- 3.7.7. any individual or legal entity that, at the time of the bidding process, is unable to participate in the bidding process as a result of sanctions imposed on them;
- 3.7.8. anyone who has a technical, commercial, economic, financial, labor, or civil relationship with a manager of the contracting agency or entity or with a public official who performs a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner, or relative in a direct line, collateral line, or by affinity, up to the third degree;
- 3.7.9. parent companies, subsidiaries, or affiliates, under the terms of Law No. 6,404, of December 15, 1976, competing with each other;
- 3.7.10 individuals or legal entities that, in the five (5) years prior to the publication of the notice, have been convicted by a final and unappealable court decision for exploiting child labor, subjecting workers to conditions analogous to slavery, or hiring adolescents in cases prohibited by labor legislation;

- 3.7.11. legal entities formed in a consortium;
- 3.7.12. Civil Society Organizations of Public Interest (OSCIPs), acting in this capacity;
 - 3.8. Public officials of the contracting agency or entity may not participate, directly or indirectly, in the bidding process or in the execution of the contract, and situations that may constitute a conflict of interest in the exercise or after the exercise of the position or employment must be observed, in accordance with the legislation that governs the matter, pursuant to § 1 of art. 9 of Law No. 14,133, of 2021.
 - 3.9. The impediment referred to in item 3.10.7 shall also apply to bidders acting on behalf of another person, whether natural or legal, with the intention of circumventing the effectiveness of the sanction applied to them, including their parent company, subsidiary, or affiliate, provided that the illegal act or fraudulent use of the bidder's legal personality is duly proven.
 - 3.10. At the discretion of the Administration and exclusively at its service, the author of the projects and the company referred to in items 3.10.5 and 3.10.6 may participate in supporting the activities of planning the contract, executing the bid, or managing the contract, provided that they are under the exclusive supervision of public officials of the agency or entity.
 - 3.11. Companies belonging to the same economic group are considered equivalent to the authors of the project.
- 3.12. The provisions of items 3.10.5 and 3.10.6 do not prevent bidding or contracting for services that include, as a responsibility of the contractor, the preparation of the basic project and the executive project, in integrated contracts, and the executive project, in other execution regimes.
- 3.13. In bids and contracts carried out within the scope of projects and programs partially financed by an official foreign cooperation agency or by an international financial organization with financing or national counterpart funds, individuals or legal entities that are on the list of persons sanctioned by these entities or that are declared unfit under the terms of Law No. 14,133 of 2021 may not participate.
- 3.14. The prohibition referred to in item 3.11 extends to third parties who assist in the conduct of the contracting as members of the support team, specialized professionals, or employees or representatives of companies that provide technical advice.
- 3.15. Foreign companies may participate in this tender through a legal representative who, duly equipped with a document accrediting them to participate in this bidding procedure, will be responsible for their client by means of formal and express authorization from the latter.
- 3.16. Foreign companies that do not operate in Brazil, in order to participate in this bidding process and enter into the resulting contract, must have a legal representative in Brazil with express powers to receive summons and respond administratively or judicially.
- 3.17. In addition to being able to participate through a representative, foreign companies that do not operate in Brazil may participate in their own name in bidding procedures, waivers, unenforceability, and administrative contracts by registering directly with Sicaf using a specific identification code provided by the system.
- 3.18. Foreign companies that do not operate in the country may participate on their own behalf or through individual or legal representatives. To submit a proposal, participants or their representatives must be registered at Levels I, II, III, V, and VI of Sicaf and registered with Comprasnet.
- 3.19. Foreign documents from countries whose official language is Portuguese do not require certified translation.

- 3.20. The consularization requirement is waived for countries that are signatories to the Hague Apostille Convention, which are only required to apostille the documentation.
- 3.21. Foreign companies that are unable to submit the documentation required in this Notice and in the Terms of Reference in order to participate in the tender, due to the absence of an equivalent instrument or due to specific legislation in the bidder's country of origin, must submit a declaration in SICAF or signed by the company's legal representative, in a simple translation. For the signing of the contract or the price registration minutes, the Administration may request that such a statement, regarding the non-existence or prohibition of the presentation of equivalent documentation due to legislation or internal determination of the country of origin, be authenticated by the respective consulate in Portuguese (Brazilian), translated by a sworn translator in Brazil.
- 3.22. It is the responsibility of the registrant to check the accuracy of their registration data in the Systems listed in the previous item and to keep them updated with the agencies responsible for the information, and to immediately correct or change the records as soon as they identify any inaccuracies or if they become outdated.
- 3.23. Failure to comply with the provisions of the previous item may result in disqualification at the time of qualification.

4. ESTIMATED BUDGET

4.1. The estimated budget for this contract shall not be confidential.

5. SUBMISSION OF PROPOSALS AND QUALIFICATION DOCUMENTS

- 5.1. In this tender, the qualification phase will follow the proposal and bid submission and evaluation phases.
- 5.2. Bidders shall submit their proposals with prices, in accordance with the evaluation criteria adopted in this Notice, exclusively through the electronic system, by the date and time established for the opening of the public session.
- 5.3. If the qualification phase precedes the proposal and bidding phases, bidders shall submit, in the manner and within the time limit established in the previous item, both the qualification documents and the proposal with the price, in accordance with items 9.1.1 and 9.13.2 of this Notice.
- 5.4. When registering the initial proposal, the bidder shall declare, in the appropriate field of the system, that:
- 5.4.1 they are aware of and agree to the conditions contained in the notice and its annexes, as well as that the proposal submitted includes all costs for compliance with labor rights guaranteed in the Federal Constitution, labor laws, subordinate legislation, collective bargaining agreements, and conduct adjustment agreements in force on the date of its final submission, and that it fully complies with the qualification requirements defined in the call for bids;
- 5.4.2 it does not employ minors under the age of 18 in night work, dangerous or unhealthy work, and does not employ minors under the age of 16, except for minors aged 14 and over, as apprentices, under the terms of Article 7, XXXIII, of the Constitution;
- 5.4.3 does not have employees performing degrading or forced labor, in accordance with the provisions of items III and IV of Article 1 and item III of Article 5 of the Federal Constitution;
- 5.4.4 complies with the requirements for reserving positions for persons with disabilities and for those rehabilitated by Social Security, as provided for by law and other specific regulations.

5.5 In the case of companies that benefited from Law No. 12,546 of 2011, price proposals must be submitted with the rates in force, pursuant to Law No. 14,973 of 2024, applicable for the year in which the proposal is submitted.

- 5.5.1. At the request of the contracted company, the contract price may be revised, pursuant to art. 134 c/c art. 136, I, of Law No. 14,133, of 2021, after an effective increase in rates, in accordance with the transition regime provided for in Articles 9A and 9B of Law No. 12,546, of 2011, as amended by Law No. 14,973, of 2024.
- 5.6. Any false statement in items 5.4 or 5.7 will subject the bidder to the penalties provided for in Law No. 14,133, of 2021, and in this Notice.
- 5.7. Bidders may withdraw or replace their bids or, if the qualification phase precedes the bid submission and evaluation phases, the qualification documents previously entered into the system, until the opening of the public session.
- 5.8. There will be no ranking order in the stage of submission of the bid and qualification documents by the bidder, which will only occur after the procedures for opening the public session and the bidding phase.
- 5.9. The documents comprising the proposals of the bidders invited to submit proposals will be made available for public access after the bidding phase.
- 5.10. Provided that the functionality is available in the system, the bidder may set their minimum final value or maximum discount percentage when registering the proposal and shall comply with the following rules:
- 5.10.1. the application of the minimum difference in values or percentages between bids, which will apply both to intermediate bids and to the bid covering the best offer; and
- 5.10.2. bids will be sent automatically by the system, respecting the minimum final value, if established, and the range referred to in the sub-item above.
- 5.11. The minimum final value set in the system may be changed by the supplier during the bidding phase, but the following is prohibited:
 - 5.11.1. a value higher than the bid already registered by the supplier in the system, when the lowest price criterion is adopted; and
 - 5.11.2. a discount percentage lower than the bid already registered by the supplier in the system, when the criterion of judgment by highest discount is adopted.
 - 5.12. The minimum final value set in accordance with item 5.14 shall be confidential to other suppliers and to the agency or entity promoting the bid, and may be made available strictly and permanently to external and internal control bodies.
 - 5.13. Bidders interested in participating in the bidding process are responsible for monitoring operations in the electronic system during the bidding process and for any losses resulting from failure to observe messages issued by the Administration or from disconnection.
 - 5.14. Bidders must immediately notify the system provider of any event that may compromise confidentiality or security, so that access can be blocked immediately.

COMPLETING THE PROPOSAL

- 6.1. Bidders must submit their proposals by filling in the following fields in the electronic system:
 - 6.1.1. unit and total value of the item;
 - 6.1.2. brand;
 - 6.1.3. manufacturer:
 - 6.1.4. Quantity quoted, which must comply with the quantity specified in the Terms of Reference.
- 6.2. All specifications of the object contained in the bid are binding on the bidder.
 - 6.2.1. The bidder may not offer a proposal in a quantity lower than the maximum provided for in the contract.

- 6.3. The proposed amounts shall include all operating costs, social security, labor, tax, commercial, and any other charges that directly or indirectly affect the execution of the object.
- 6.4. The prices offered, both in the initial proposal and in the bidding stage, shall be the sole responsibility of the bidder, who shall not be entitled to claim any changes on the grounds of error, omission, or any other pretext.
- 6.5. If the company's tax regime involves the payment of taxes at variable rates, the appropriate quotation shall be that which corresponds to the average of the company's actual payments over the last twelve months.
- 6.6. Regardless of the tax percentage entered in the spreadsheet, the percentages established in the current legislation will be withheld at source upon payment.
- 6.7. In this bid, Microenterprises and Small Businesses may benefit from the Simples Nacional taxation regime.
- 6.9. The submission of bids implies mandatory compliance with the provisions contained therein,in accordance with the provisions of the Terms of Reference/Basic Project, with the bidder undertaking to execute the object of the bid in accordance with its terms, as well as to supply the necessary materials, equipment, tools, and utensils, in quantities and qualities appropriate for the perfect execution of the contract, promoting, when required, their replacement.
- 6.10. The bid shall be valid for at least **60** (sixty) days from the date of its submission.
- 6.11. Bidders must comply with the maximum prices established in the rules governing federal public procurement when participating in public tenders;
- 6.12. If the judging criterion is the lowest price, bidders must comply with the maximum prices set forth in the Terms of Reference.
- 6.13. Failure to comply with the above rules may result in liability before the Federal Court of Accounts and, after due legal process, generate the following consequences: signing of a deadline for the adoption of the necessary measures for strict compliance with the law, pursuant to Article 71, item IX, of the Constitution; or conviction of the responsible public officials and the contracted company to pay damages to the treasury, if overpricing is found to have occurred in the execution of the contract.
- 6.14. The prices offered, both in the initial proposal and in the bidding stage, shall be the sole responsibility of the bidder, who shall not have the right to claim any change on the grounds of error, omission, or any other pretext.
- 6.15. If the supplier is not the manufacturer of the product, they must submit a statement from the manufacturer ensuring that the products supplied will maintain the same original warranty and maintenance policies as the manufacturer.
- 6.16. It shall be the sole and entire responsibility of the bidder to obtain, from the competent authorities, whether abroad or in Brazil, information on the incidence or non-incidence of taxes, duties, and fees of any nature due for the supply of the object of this bid, in the domestic and/or foreign markets, considering the respective encumbrances in their bids, and no claim of ignorance of tax incidence or other related matters shall be accepted.
- 6.17. The proposed prices shall include all operating costs, social security, labor, tax, commercial, and any other charges that directly or indirectly affect the execution of the object.

- 6.18. Foreign bidders must include in the price of the object the cost of international transport insurance, international freight, customs clearance, and other applicable costs, taxes, and tariffs, considering the International Trade Terms - INCOTERMS 2020 - DPU - Delivered At Place Unloaded - as well as provide for the cost of storage, handling, transportation/freight to the delivery locations as established in the Terms of Reference, as well as "tax equalization" based on § 4, art. 52 of Law No. 14,133, of April 1, 2021, contained in Annex 6 - Price Proposal Template in order to preserve competition and equality in the bidding process, to be defined in the public notice.
- 6.19. Be responsible for all necessary assistance to the Customs Broker, duly accredited under the Foreign Trade System - SISCOMEX, for effective customs clearance with customs authorities and other government agencies that may be involved in the process of regularizing the entry of the object of this bidding process into the country, whose responsibility for the selection, hiring and payment of the fees of the Customs Brokerage Company ("Broker") shall be exclusively at the expense, risk, and responsibility of the CONTRACTED company.
- 6.20. Any tax, cost, or expense, direct or indirect, related to the supply of the object of this bid, omitted or incorrectly quoted in the proposal, will be considered included in the price, and it will not be possible to claim additions under this argument.
- 6.21. The omission of any expense or cost necessary for the perfect execution of the object of this bid will be interpreted as non-existent or already included in the prices, and the bidder may not claim any additions after the delivery of the proposal.
- 6.22. If the company's tax regime involves the payment of taxes at variable rates, the appropriate quotation shall be that which corresponds to the average of the company's actual payments over the last twelve months.
- 6.23. Regardless of the tax percentage entered in the spreadsheet, the percentages established in the current legislation will be withheld at source upon payment.

Equalization of Bids

- 6.24. The prices offered, both in the initial proposal and in the bidding stage, shall be the sole responsibility of the bidder, who shall not be entitled to claim any changes on the grounds of error, omission, or any other pretext.
- 6.25. The bidder may submit their proposal and bids in Brazilian Real, Euro, or US Dollar; however, for registration in the Government Procurement system, it is necessary to inform the value in Brazilian Real, given the limitation of the system, which does not have automatic currency conversion.
- 6.26. Despite the possibility of submitting bids in foreign currency, it should be clarified that the Government Procurement system does not yet allow the registration of bids in foreign currency. In this regard, during the bid evaluation phase, when the duly signed bid attachment is requested, the company may submit the bid in foreign currency; however, in the system, , all amounts must be converted and recorded in Brazilian reais, as this is the currency allowed by the electronic system.
- 6.27. In general terms, the equalization of bids consists of the simulated addition of the cost of taxes levied on the final sale of the object of the bid in the domestic market by a Brazilian or foreign company operating in the country to the bids submitted by foreign companies that do not operate in the country.
- 6. 28. This is, therefore, a simulation, carried out by the contracting agent or commission, for the sole purpose of evaluating the bids, i.e., the Administration does not bear the cost related to these taxes if a foreign company that does not operate in the country is declared the winner, after the tax equalization of the bids, provided that all other requirements of the bid notice are met.

- 6.29. The price proposals submitted by foreign bidders, for evaluation purposes, must be increased by the taxes applicable to Brazilian companies, in compliance with Article 52, § 4, of Law No. 14,133/21, and duly detailed in Annex 6 - International Proposal Template.
- 6.30. Brazilian and foreign bidders must show the breakdown of tax amounts in their bids, and equalization must be considered until the final bids. Only when the dispute is closed, if the proposal of a foreign company is successful, will the final price of the proposal be entered into the system in the "negotiated value" field with a tax-free value, due to the tax immunity of public entities, considering the import in their name.
- 6.31. For the purposes of the provisions of Article 52, § 4, of Law No. 14,133/21, the taxes for tax equalization will be the IPI (Tax on Industrialized Products), PIS (Social Integration Program) contributions) and COFINS (Contribution for Social Security Financing) contributions, and ICMS (Tax on Operations relating to the Circulation of Goods and on Inter-State and Inter-Municipal Transportation Services and Communication), as per Annex 6 - International Proposal Model.
- 6.32. No equalization will be made for import rates, as this would cause a breach of equality, with greater costs for foreign bidders, which would violate Article 9, II, and Article 52, § 6, both of Law No. 14.133/21.
 - 6.33. For the purposes of equalizing bids, foreign companies shall register their bids with prices converted into Brazilian currency (Real - R\$), according to the calculation memorandum contained in Annex IV Bid Template.
 - 6.34. When equalizing bids that contain two distinct items, it is mandatory that the equalization be performed individually. Each item must have its bid adjusted according to its specific tax burden.
 - 6.34. The amounts proposed in foreign currency (dollar or euro) must be converted into Brazilian real at the PTAX exchange rate on the day prior to the bid.
 - 6.35. Attached to these Terms of Reference are two price proposal templates (Annex IV
- Proposal Template) one for national or nationalized companies; the other for foreign companies that do not operate in the country.
- 6.36. In the price proposal for domestic or nationalized companies, the unit price and unit cost of taxes levied on the goods must be itemized.
- 6.37. In turn, in the price proposal for foreign companies not operating in the country, only the unit price of the equipment should be itemized, without considering the incidence of taxes applied in Brazil.

OPENING OF THE SESSION, CLASSIFICATION OF BIDS, AND FORMULATION OF BIDS

- 7.1. This bid will be opened automatically in a public session, through an electronic system, on the date, time, and place indicated in this Notice.
- 7.2. Bidders may withdraw or replace the bid or qualification documents, where applicable, previously entered into the system, until the opening of the public session.
- 7.3. The system will provide a specific field for the exchange of messages between the Auctioneer/Contracting Agent/Commission and the bidders.
- 7.4. Once the competitive stage has begun, bidders must submit bids exclusively through the electronic system and will be immediately informed of their receipt and the amount recorded in the register.

- 7.5. Bids must be offered at the unit price of the item.
- 7.6. Bidders may submit successive bids, observing the time set for the opening of the session and the rules established in the Notice.
- 7.7. Bidders may only offer bids lower than the last bid they offered and recorded by the system.
- 7.8. The minimum difference in value or percentage between bids, which will apply both to intermediate bids and to the bid covering the best offer, shall be R\$1,000.00 (one thousand reais).
- 7.9. Bidders may, on one occasion only, exclude their last bid within fifteen seconds of its registration in the system, in the event of an inconsistent or unfeasible bid.
- 7.10. The procedure will follow the bidding mode adopted.
- 7.11. If the "open" bidding mode is adopted for submitting bids in the auction, bidders shall submit public and successive bids, with extensions.
 - 7.11.1. The bidding stage of the public session will last ten minutes and, after that, will be automatically extended by the system when a bid is offered in the last two minutes of the public session.
 - 7.11.2. The automatic extension of the bidding stage, referred to in the previous subitem, shall be two minutes and shall occur successively whenever bids are submitted during this extension period, including in the case of intermediate bids.
 - 7.11.3. If there are no new bids as established in the previous items, the public session will automatically close, and the system will order and disclose the bids according to the classification order, without prejudice to the application of the preference margin and the fictitious tiebreaker, as provided for in this notice, when applicable.
 - 7.11.4. Once the best bid has been determined, if the difference in relation to the second-ranked bid is at least 5% (five percent), the Auctioneer/Contracting Agent/Commission, assisted by the support team, may allow the open bidding to restart in order to determine the other rankings.
 - 7.11.5. After the restart provided for in the item above, bidders will be invited to submit intermediate bids.
- 7.12. After the deadlines established in the previous sub-items have expired, the system will order and disclose the bids in ascending order of value.
- 7.13. Two or more bids of the same value will not be accepted, and the one that is received and registered first will prevail.
- 7.14. During the public session, bidders will be informed in real time of the value of the lowest bid registered, without identifying the bidder.
- 7.15. In the event of disconnection with the Auctioneer/Contracting Agent/Commission during the competitive stage of the bidding, the electronic system may remain accessible to bidders for the receipt of bids.
- 7.16. When the disconnection of the electronic system for the Auctioneer/Contracting Agent/Commission persists for more than ten minutes, the public session will be suspended and restarted only after twenty-four hours have elapsed since the Auctioneer/Contracting Agent/Commission communicated the fact to the participants on the website used for disclosure.
- 7.17. If the bidder does not submit bids, they will compete with the value of their proposal.
- 7.18. There can only be a tie between equal proposals (not followed by bids), or between final bids in the closed phase of the open and closed bidding mode.

- 7.19. In the event of a tie between proposals or bids, the tiebreaker criteria shall be those provided for in Article 60 of Law No. 14,133 of 2021, in this order:
 - 7.19.1. final dispute, in which case the tied bidders may submit a new bid immediately after the classification;
 - 7.19.2. evaluation of the bidders' previous contractual performance, for which registration records should preferably be used to certify compliance with the obligations provided for in this Law;
 - 7.19.3. development by the bidder of actions promoting gender equality in the workplace, in accordance with Decree No. 11,430, of March 8, 2023;
 - 7.19.4. development by the bidder of an integrity program, in accordance with Decree No. 12,304, of 2024.
- 7.20. If the tie persists, preference will be given, successively, to goods and services produced or provided by:
 - 7.20.2. Brazilian companies;
 - 7.20.3. companies that invest in research and technology development in the country;
 - 7.20.4. companies that prove mitigation practices, under the terms of Law No. 12,187, of December 29, 2009.
- 7.21. Once all other tiebreaker criteria provided for by law have been exhausted, the winning bidder will be chosen by lottery, in a public ceremony to which all bidders will be invited, with no other process permitted.
- 7.22. Once the bidding stage of the public session has ended, if the winning bid remains above the maximum price or below the discount defined for the contract, the Auctioneer/Contracting Agent/Commission may negotiate more advantageous conditions after the result of the judgment has been defined.
 - 7.22.1. In the case of a group bid, the subsequent contracting of a specific item in the group will require prior market research and demonstration of its advantage to the agency or entity, and the maximum unit prices defined in the Terms of Reference will be observed as criteria for acceptability.
 - 7.22.2. Negotiations may be conducted with the other bidders, according to the order of classification initially established, when the first-ranked bidder, even after negotiation, is disqualified because its bid remains above the maximum price defined by the Administration.
 - 7.22.3. Negotiations will be conducted through the system and may be monitored by the other bidders.
 - 7.22.4. The result of the negotiation shall be disclosed to all bidders and attached to the bidding process records.
 - 7.22.5. The Auctioneer shall request the highest ranked bidder to submit, within two (2) hours, the proposal corresponding to the last bid offered after the negotiation, accompanied, if applicable, by any additional documents necessary to confirm those required in this Notice and already submitted.
 - 7.22.6. The Auctioneer/Contracting Agent/Commission is authorized to extend the established deadline, based on a reasoned request made in the chat by the bidder, before the deadline expires.
- 7.23. After the price negotiation, the Auctioneer/Contracting Agent/Commission shall begin the proposal acceptance and evaluation phase.

JUDGMENT PHASE

8.1. Once the negotiation stage is closed, the Auctioneer/Contracting Agent/Commission shall verify whether the bidder provisionally ranked first meets the conditions for participation in the bidding process, as provided for in Article

14 of Law No. 14,133 of 2021, related legislation, and item 3.10 of the notice, especially regarding the existence of sanctions that prevent participation in the bidding process or future contracting, by consulting the following registries:

- 8.1.1. Sicaf:
- 8.1.2. National Register of Punished Companies CNEP, maintained by the Office of the Comptroller General (https://portaldatransparencia.gov.br/pagina-interna/603244-cnep).
- 8.2. The records will be consulted using the name and CNPJ (Corporate Taxpayer ID) of the bidding company.
 - 8.2.1. The consultation in the CNEP regarding the sanctions provided for in Law No. 8,429, of 1992, will also be carried out in the name and CPF of the majority partner of the bidding company, if any, pursuant to Article 12 of the aforementioned law.
- 8.3. If the Bidder Status Inquiry shows the existence of Indirect Impediments, the Auctioneer/Contracting Agent/Commission shall take steps to verify whether there has been fraud on the part of the companies listed in the Indirect Impediments Report.
 - 8.3.1. Attempted fraud will be verified through corporate links, similar supply lines, among others.
 - 8.3.2. The bidder will be summoned to comment prior to any disqualification.
 - 8.3.3. If a sanction is found to exist, the bidder will be deemed ineligible due to lack of participation conditions.
- 8.4. In the event of a reversal of the qualification and judgment phases, if the conditions for participation are met, the qualification procedure will be initiated.
- 8.5. If the bidder provisionally ranked first has used any favorable treatment for ME/EPPs or has taken advantage of the application of the preference margin, the Auctioneer/Contracting Agent/Commission shall verify whether the bidder is entitled to the benefit applied.
 - 8.5.1. If the bidder fails to prove that it meets the requirements to be entitled to the preference margin benefit, the bids will be reclassified for the purposes of reapplying the preference margin.
- 8.6. Once the conditions for participation and use of the preferential treatment have been verified, the Auctioneer/Contracting Agent/Commission shall examine the bid ranked first in terms of its suitability for the object and the compatibility of the price in relation to the maximum stipulated for contracting in this Notice and its annexes, in accordance with the provisions of Articles 29 to 35 of SEGES/ME Normative Instruction No. 73, of September 30, 2022.
- 8.7 The winning bid will be disqualified if:
 - 8.7.1. contains irremediable defects:
 - 8.7.2. does not comply with the technical specifications contained in the Terms of Reference/Basic Project;
 - 8.7.3. presents unfeasible prices or remains above the maximum price defined for the contract;
 - 8.7.4. does not demonstrate its feasibility, when required by the Administration;
 - 8.7.5. does not comply with any other requirements of this Notice or its annexes, provided that such noncompliance is irremediable.
- 8.8. In the case of goods and services in general, values below 50% (fifty percent) of the amount budgeted by the Administration are indicative of the unfeasibility of the proposals.

- 8.9. In the case referred to in the previous item, unfeasibility will only be considered after due diligence by the Auctioneer/Contracting Agent/Commission, which proves:
 - 8.9.1. that the bidder's cost exceeds the value of the bid; and
 - 8.9.2. there are no opportunity costs capable of justifying the size of the offer.
- 8.10. If there are indications of the unenforceability of the price proposal, or in case of the need for additional clarifications, investigations may be carried out so that the bidder can prove the enforceability of the proposal.
- 8.11. Errors in completing the spreadsheet do not constitute grounds for disqualification of the bid. The spreadsheet may be adjusted by the bidder within the period indicated by the system, provided that there is no price increase and that it is proven that the price is sufficient to cover all the costs of the contract;
 - 8.11.1. The adjustment referred to in this provision is limited to correcting errors or omissions that do not alter the substance of the proposals;
 - 8.11.2. An error in filling out the spreadsheet that can be corrected is considered to be the indication of payment of taxes and contributions under the Simples Nacional regime, when this regime is not applicable.
- 8.12 For the purposes of analyzing the proposal in terms of compliance with the specifications of the object, a written statement may be obtained from the department requesting the service or from the area specializing in the object.
- 8.13. If the Terms of Reference require the submission of a letter of solidarity issued by the manufacturer, ensuring the performance of the contract, in the case of a reseller or distributor bidder, the bidder ranked first must submit it, under penalty of non-acceptance of the proposal.
- 8.14. If the Terms of Reference/Basic Project require the presentation of a sample, the bidder ranked first must present it, as stipulated in the Terms of Reference, under penalty of non-acceptance of the proposal.
- 8.15. The location and time of the sample evaluation procedure will be announced via a message in the system, and all interested parties, including the other bidders, will be allowed to attend.
- 8.16. The results of the evaluations will be announced via a message in the system.
- 8.17. In the event of failure to deliver the sample or delay in delivery, without justification accepted by the Auctioneer/Contracting Agent/Commission, or if the sample delivered does not meet the specifications set forth in this Notice, the bidder's proposal will be rejected.
- 8.18. The auctioneer will verify the compliance of the bid provisionally ranked first with the minimum unit costs established by the Administration, in addition to other aspects related to the conformity of the bid with the object of the bid and the compatibility of the price.
- 8.19. The auctioneer will grant a period of at least two hours for the bid to be readjusted when it does not comply with the relevant minimum unit costs, under penalty of disqualification, in accordance with Normative Instruction No. 73, of September 30, 2022.

QUALIFICATION PHASE

9.

- 9.1 The documents provided for in the Terms of Reference, necessary and sufficient to demonstrate the bidder's ability to perform the object of the bid, will be required for qualification purposes, pursuant to Articles 62 to 70 of Law No. 14,133, of 2021.
 - 9.1.1. The documentation required for legal, tax, social, labor, and economic-financial qualification may be replaced by registration with Sicaf.

- 9.2 When foreign companies that do not operate in Brazil are allowed to participate, the qualification requirements shall be met by means of equivalent documents, initially presented in free translation.
- □9.3. In the event that the winning bidder is a foreign company that does not operate in the country, for the purposes of signing the contract or the price registration minutes, the documents required for qualification shall be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any other decree that may replace it, or certified by the respective consulates or embassies.
- 9.5 The documents required for qualification purposes may be submitted in original or copy.
- 9.6 The documents required for qualification purposes may be replaced by a registration certificate issued by a public agency or entity, provided that the registration has been made in accordance with the provisions of Law No. 14.133 of 2021.
- 9.7 It will be verified whether the bidder has submitted a declaration that it meets the qualification requirements, and the declarant will be responsible for the accuracy of the information provided, in accordance with the law.
- 9.8 It will be verified whether the bidder has submitted to the system, under penalty of disqualification, a statement that it complies with the requirements for reserving positions for persons with disabilities and for persons rehabilitated by Social Security, as provided for by law and other specific regulations.
- 9.9 The bidder must submit, under penalty of disqualification, a statement that its economic proposals include all costs for compliance with labor rights guaranteed in the Federal Constitution, labor laws, infralegal regulations, collective bargaining agreements, and conduct adjustment terms in force on the date of submission of proposals.
- 9.11 Qualification will be verified through Sicaf, in the documents covered by it.
 - 9.11.1 Proof of compliance with requirements will only be necessary upon presentation of original non-digital documents when there is doubt regarding the integrity of the digital document or when expressly required by
- 9.12. It is the bidder's responsibility to check the accuracy of their registration data in Sicaf and keep it up to date with the bodies responsible for the information, and they must immediately correct or change the records as soon as they identify any inaccuracies or if they become outdated.
 - 9.12.1 Failure to comply with the provisions of the previous item may result in disqualification at the time of qualification.
- 9.13. Verification by the Auctioneer/Contracting Agent/Commission on the official websites of agencies and entities that issue certificates constitutes legal proof for qualification purposes.
 - 9.13.1 Documents required for qualification that are not included in Sicaf shall be sent through the system, in digital format, within TWO (2) HOURS, extendable for an equal period, counted from the request of the Auctioneer/Contracting Agent/Commission.
 - 9.13.2 In the event that the qualification phase precedes the phase of submission of proposals and bids, bidders shall simultaneously submit, through the system, the qualification documents and the proposal with the price or discount percentage, in accordance with the provisions of § 1 of art. 36 and § 1 of art. 39 of SEGES/ME Normative Instruction No. 73, of September 30, 2022.
- 9.14. Verification in Sicaf or the requirement of documents not contained therein shall only be made in relation to the winning bidder.
 - 9.14.1 Documents relating to tax compliance contained in the Terms of Reference shall only be required, in any case, after the bids have been evaluated, and only from the highest-ranked bidder.

- 9.14.2 Subject to the exception in the previous subitem regarding tax compliance, when the qualification phase precedes the bid submission and evaluation phases, the verification or requirement of this subitem shall apply to all bidders.
- 9.15 Once the deadline for submitting the documentation referred to in item 9.13.1 has passed, the Auctioneer may, upon reasoned decision, allow the submission of new qualification documents or additional information regarding the documents already submitted by the bidders, within [2 (two)] hours, for:
 - 9.15.1 assess the bidder's qualification conditions, provided that they result from facts existing at the time of the opening of the bidding process;
 - 9.15.2 updating documents whose validity expired after the date of receipt of the bids;
 - 9.15.3 supply of any missing declaratory documents issued unilaterally by the bidder; bidder;
 - 9.15.4. supply of missing certificates and/or declaratory documents issued by an agency or entity whose acts are presumed to be true and authentic.
- 9.16. If the deadline passes without the new documentation being sent, this opportunity granted to the bidder will be forfeited, resulting in their disqualification.
- 9.17. When analyzing the qualification documents, the contracting committee may correct errors or omissions that do not alter the substance of the documents and their legal validity, by means of a reasoned decision, recorded in the minutes and accessible to all, attributing them effectiveness for the purposes of qualification and classification.
- 9.18. In the event that the bidder does not meet the qualification requirements, the Auctioneer/Contracting Agent/Committee shall examine the subsequent proposal and so on, in order of classification, until a proposal that meets the requirements of this notice is found, observing the deadline set forth in subitem 9.13.1.
- 9.19. Only the qualification documents of the bidder whose proposal complies with the bidding notice will be made available for public access, after the procedures referred to in the previous subitem have been completed.
- 9.20. Proof of tax and labor compliance by micro and small businesses will only be required for contracting purposes, and not as a condition for participation in the bidding process.
- 9.21. When the qualification phase precedes the evaluation phase and has already been completed, bidders may not be excluded for reasons related to qualification, except in the case of supervening facts or facts only known after the evaluation.

10.

TERM OF THE CONTRACT

- 10.1. The rules regarding the Contract Term are those contained in the Terms of Reference and draft Contract.
- 10.1. After approval and award, if it is decided to proceed with the contract, a contract term or other equivalent instrument shall be signed.
- 10.2. The successful bidder will have a period of [05] five business days, counted from the date of their summons, to sign the contract or equivalent instrument, under penalty of forfeiting the right to contract, without prejudice to the penalties provided for in this Notice.
- 10.3. As an alternative to summoning the successful bidder to appear before the agency or entity to sign the contract or equivalent instrument, the Administration may: a) send it for signature by registered mail with acknowledgment of receipt (AR), to be signed and returned within [03] three business days from the date of receipt; b) provide access to an electronic process system so that it can be digitally signed within [03] three business days; or c) another

electronic means, ensuring a period of [03] three business days for response after receipt of the notification by the Administration.

- 10.4. The deadlines in items 10.2 and 10.3 may be extended for an equal period, upon justified request by the successful bidder and accepted by the Administration.
- 10.5. The term of the contract is that established in the Terms of Reference.
- 10.6. Upon signing the contract or equivalent instrument, the Federal Public Sector Unpaid Credit Register (Cadin) and proof of the qualification and contracting conditions set forth in this Notice shall be required, which must be maintained by the supplier during the term of the contract.
 - 10.6.1. The existence of a record in Cadin constitutes an impediment to contracting.

11. PRICE REGISTRATION MINUTES

- 11.1. Once the bid results have been approved, the highest-ranked bidder will have *three* (3) days from the date of notification to sign the Price Registration Minutes, the validity period of which is set forth therein, under penalty of forfeiture of the right to contract, without prejudice to the penalties provided for in Law No. 14,133 of 2021.
- 11.2. The call period may be extended once, for an equal period, at the request of the highest-ranked bidder or the supplier called, provided that:
 - 11.2.1. the request is duly justified and submitted within the deadline; and
 - 11.2.2. the justification presented is accepted by the Administration.
- 11.3. The price registration minutes shall be signed by means of a digital signature and made available in the price registration system.
- 11.4. As many Price Registration Minutes as necessary shall be formalized for the registration of all items contained in the Terms of Reference/Basic Project, indicating the winning bidder, the description of the item(s), the respective quantities, registered prices, and other conditions.
- 11.5. The registered price, with the indication of the suppliers, will be disclosed in the PNCP and made available during the term of the price registration minutes.
- 11.6. The existence of registered prices will imply a commitment to supply under the established conditions, but will not oblige the Administration to contract, allowing for a specific tender for the intended acquisition, provided that it is duly justified.
- 11.7. In the event that the invited party does not sign the price registration minutes within the established deadline and conditions, the Administration is entitled to invite the remaining bidders from the reserve list, in order of classification, to do so within the same deadline and under the conditions proposed by the first classified bidder.
- 11.8. The price registration minutes shall be valid for one (1) year and may be extended for an equal period, provided that the advantageous price is proven.
 - 11.8.1. In the event of an extension of the minutes, the quantity originally registered *may* be renewed.

12. FORMATION OF THE RESERVE REGISTRY

12.1. After the bid is approved, the following shall be included in the minutes as an attachment:

- 12.1.1. of the bidders who agree to quote the object at a price equal to that of the winning bidder, observing the classification in the bid and excluding the percentage referring to the preference margin, when the object does not meet the requirements set forth in art. 26 of Law No. 14,133, of 2021; and
- 12.1.2. of the bidders who maintain their original bid
- 12.2. The order of classification of bidders or suppliers registered in the minutes shall be respected in the contracting process.
 - 12.2.1. The submission of new bids in accordance with this item shall not prejudice the outcome of the tender in relation to the highest-ranked bidder.
 - 12.2.2. For the purposes of the ranking order, bidders or suppliers who agree to quote the object at a price equal to that of the winning bidder shall precede those who maintain their original bid.
- 12.3. The qualification of bidders who will compose the reserve list will be carried out when there is a need to contract the remaining bidders, in the following cases:
 - 12.3.1. when the winning bidder does not sign the price registration minutes within the deadline and under the conditions established in the notice; or
 - 12.3.2. when the supplier's registration or price registration is canceled, in the cases provided for in Articles 28 and 29 of Decree No. 11,462, of 2023.
- 12.4. In the event that none of the bidders who agreed to quote the object at a price equal to that of the winning bidder agree to the contract under the terms and conditions proposed by the first-ranked bidder, the Administration, observing the estimated value and its possible adjustment as provided for in the notice, may:
 - 12.4.1. call the bidders who maintained their original bid for negotiation, in order of classification, with a view to obtaining a better price, even if above the winning bidder's price; or
 - 12.4.2. award and sign the contract under the conditions offered by the remaining bidders, observing the order of classification, when the negotiation of better conditions is unsuccessful.

13.

APPEALS

- 13.1. Appeals regarding the evaluation of bids, the qualification or disqualification of bidders, or the cancellation or revocation of the bid shall comply with the provisions of Article 165 of Law No. 14,133 of 2021.
- 13.2. The appeal period is three (3) business days from the date of notification or the drawing up of the minutes.
- 13.3. When the appeal challenges the evaluation of bids or the qualification or disqualification of a bidder:
 - 13.3.1. the intention to appeal must be expressed immediately, under penalty of preclusion;
 - 13.3.2. the deadline for expressing the intention to appeal shall not be less than ten (10) minutes.
 - 13.3.3. the deadline for presenting the grounds for appeal shall begin on the date of the summons or the drawing up of the qualification or disqualification minutes;
 - 13.3.4. in the event of adoption of the reversal of phases provided for in § 1 of art. 17 of Law No. 14,133, of 2021, the deadline for presenting the grounds for appeal shall begin on the date of notification of the judgment minutes.
- 13.4. Appeals must be submitted in the appropriate field of the system.

- 13.5. The appeal shall be addressed to the authority that issued the act or rendered the appealed decision, which may reconsider its decision within three (3) business days, or, within the same period, forward the appeal to the higher authority, which shall render its decision within ten (10) business days from receipt of the case file.
- 13.6. Appeals filed after the deadline will not be considered.
- 13.7. The deadline for submitting counterarguments to the appeal by the other bidders shall be three (3) business days from the date of personal notification or disclosure of the filing of the appeal, ensuring immediate access to the elements indispensable to the defense of their interests.
- 13.8. The appeal and the request for reconsideration shall have suspensive effect on the act or decision appealed until a final decision is made by the competent authority.
- 13.9. The acceptance of the appeal shall only invalidate acts that cannot be used.
- 13.10. The case files shall remain available for inspection by interested parties on the website [secom.cgad.dlog@pf.gov.br].

14.

ADMINISTRATIVE VIOLATIONS AND SANCTIONS

- 14.1. An administrative infraction is committed, under the terms of the law, by a bidder who, with intent or negligence:
 - 14.1.1. fails to deliver the documentation required for the bidding process or fails to deliver any document requested by the Auctioneer/Contracting Agent/Commission during the bidding process;
 - 14.1.2. except as a result of a duly justified supervening event, fails to maintain the bid, especially when:
 - 14.1.2.1 fails to submit a bid appropriate to the last bid offered or after negotiation;
 - 14.1.2.2. refusing to send the details of the bid when required;
 - 14.1.2.3. request to be disqualified when the competitive stage is over;
 - 14.1.2.4. fail to submit a sample;
 - 14.1.2.5. submit a proposal or sample that does not comply with the specifications of the notice.
 - 14.1.3. failing to enter into the contract or deliver the documentation required for contracting, when summoned within the validity period of their proposal;
 - 14.1.4. refusing, without justification, to sign the contract or the price registration minutes, or to accept or withdraw the equivalent instrument within the period established by the Administration;
 - 14.1.5. submits false statements or documentation required for the tender or makes false statements during the bidding process;
 - 14.1.6. defraud the bidding process;
 - 14.1.7. behave in an improper manner or commit fraud of any kind, especially when:
 - 14.1.7.1. acting in collusion or in violation of the law;
 - 14.1.7.2. deliberately misleading the judgment; 14.1.7.3. presenting a

falsified or deteriorated sample.

- 14.1.8. committing illegal acts with a view to frustrating the objectives of the bidding process;
- 14.1.9. committing a harmful act as provided for in Article 5 of Law No. 12,846 of 2013.
- 14.2. Based on Law No. 14,133, of 2021, the Administration may, after due administrative process, with prior defense guaranteed, apply the following sanctions to bidders and/or successful bidders, without prejudice to civil and criminal liability:
 - 14.2.1. warning;
 - 14.2.2. fine;
 - 14.3.3. prohibition from bidding and contracting; and
 - 14.3.4. declaration of ineligibility to bid or contract, while the reasons for the punishment persist or until rehabilitation is granted by the authority that applied the penalty.
- 14.3. In applying the sanctions, the following shall be considered:
 - 14.3.1. the nature and severity of the offense committed;
 - 14.3.2. the peculiarities of the specific case;
 - 14.3.3. aggravating or mitigating circumstances;
 - 14.3.4. the damage caused to the Public Administration;
 - 14.3.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the control bodies.
- 14.4. The fine shall be paid within a maximum period of *thirty* (30) business days from the date of official notification. [A2]
 - 14.4.1. For the violations provided for in items 14.1.1, 14.1.2, and 14.1.3, the fine shall be 0.5% to 15% of the value of the tendered contract.
 - 14.4.2. For violations provided for in items 14.1.4, 14.1.5, 14.1.6, 14.1.7, 14.1.8, and 14.1.9, the fine shall be 15% to 30% of the value of the tendered contract.
- 14.5. Warnings, disqualification from bidding and contracting, and declarations of ineligibility to bid or contract may be applied, cumulatively or not, to the penalty of a fine.
- 14.6. When applying the fine, the interested party will be given the opportunity to defend themselves within fifteen (15) business days from the date of notification.
- 14.7. The penalty of disqualification from bidding and contracting shall be applied to the person responsible as a result of the administrative violations listed in items 14.1.1, 14.1.2, 14.1.3, and 14.1.4, when the imposition of a more severe penalty is not justified, and shall prevent the responsible party from bidding and contracting within the direct and indirect Public Administration of the federal entity to which the agency or entity belongs, for a maximum period of three (3) years.
- 14.8 The responsible party may be subject to a declaration of ineligibility to bid or contract as a result of the infractions set forth in items 14.1.5, 14.1.6, 14.1.7, 14.1.8, and 14.1.9, as well as for the administrative infractions set forth in items 14.1.1, 14.1.2, 14.1.3, and 14.1.4 that justify the imposition of a more severe penalty than the sanction of disqualification from bidding and contracting, the duration of which shall comply with the term provided for in Article 156, §5, of Law No. 14,133, of 2021.

- 14.9. The unjustified refusal of the successful bidder to sign the contract or the price registration minutes, or to accept or withdraw the equivalent instrument within the period established by the Administration, described in item 14.1.4, shall characterize total non-compliance with the obligation assumed and shall subject it to penalties and the immediate loss of the bid bond in favor of the agency or entity promoting the bidding, pursuant to art. 45, §4 of Normative Instruction SEGES/ME No. 73, of September 30, 2022.
- 14.10. The determination of liability related to sanctions of disqualification from bidding and contracting and declaration of ineligibility to bid or contract will require the initiation of a liability proceeding to be conducted by a commission composed of two (2) or more permanent civil servants, which will evaluate known facts and circumstances and summon the bidder or the successful bidder to, within fifteen (15) business days from the date of the summons, to submit a written defense and specify the evidence it intends to produce.
- 14.11. An appeal may be filed within fifteen (15) business days of the application of the sanctions of warning, fine, and disqualification from bidding and contracting, counted from the date of the summons, which shall be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within five (5) business days, shall forward the appeal with its reasoning to the higher authority, which shall issue its decision within a maximum of twenty (20)

(twenty) business days from receipt of the case file.

- 14.12. A request for reconsideration of the application of the penalty of declaration of ineligibility to bid or contract must be submitted within fifteen (15) business days from the date of notification and decided within a maximum of twenty (20) business days from receipt.
- 14.13. The appeal and the request for reconsideration shall have suspensive effect on the act or decision appealed until a final decision is made by the competent authority.
- 14.14. The application of the sanctions provided for in this notice does not, under any circumstances, exclude the obligation to fully repair the damage caused.
- 14.15. To ensure the full defense and right of reply of the bidders, notifications shall be sent electronically to the email addresses provided in the commercial proposal, as well as those registered by the company in Sicaf.
 - 14.15.1. The email addresses provided in the commercial proposal and/or registered with Sicaf will be considered to be in continuous use by the company, and no claim of ignorance of communications proven to have been sent to them will be accepted.

15.

CHALLENGING THE NOTICE AND REQUESTING CLARIFICATION

- 15.1. Any person is a legitimate party to challenge this Notice for irregularities in the application of Law No.
- 14,133, of 2021, and must file the request up to three (3) business days before the date of the opening of the bidding process.
- 15.2. The response to the challenge or request for clarification will be published on the official website within three (3) business days, limited to the last business day prior to the opening date of the tender.
- 15.3. Challenges and requests for clarification may be submitted electronically through the following means: [secom.cgad.dlog@pf.gov.br].
- 15.4. Challenges and requests for clarification do not suspend the deadlines set forth in the competition.
- 15.5. Granting suspensive effect to the challenge is an exceptional measure and must be justified by the Auctioneer in the bidding process records.
- 15.6. If the challenge is accepted, a new date for the bidding process will be set and published.

16.

GENERAL PROVISIONS

- 16.1. The minutes of the public session shall be published on the electronic system.
- 16.2. If there is no business day or if any supervening event prevents the auction from being held on the scheduled date, the session will be automatically transferred to the first subsequent business day, at the same time previously established, provided that there is no communication to the contrary by the Auctioneer/Contracting Agent/Commission.
- 16.3. All time references in the Notice, in the announcement, and during the public session shall be in Brasília DF time.
- 16.4. Approval of the result of this bid does not imply the right to contract.
- 16.5. The rules governing the bidding process shall always be interpreted in favor of expanding the competition among interested parties, provided that they do not compromise the interests of the Administration, the principle of equality, the purpose, and the security of the contract.
- 16.6. Bidders shall bear all costs of preparing and submitting their bids, and the Administration shall in no case be responsible for these costs, regardless of the conduct or outcome of the bidding process.
- 16.7. In counting the deadlines established in this Notice and its Annexes, the start date shall be excluded and the expiration date shall be included. Deadlines shall only begin and expire on business days of the Administration.
- 16.8. Failure to comply with non-essential formal requirements shall not result in the bidder's disqualification, provided that it is possible to take advantage of the act, observing the principles of equality and public interest.
- 16.9. In case of any discrepancy between the provisions of this Notice and its Annexes or other documents that make up the process, the provisions of this Notice shall prevail.
- 16.10. The Notice and its annexes are available in full on the National Public Procurement Portal (PNCP) and at the website https://www.gov.br/pf/pt-br/assuntos/licitacoes/2025/diretoria-de-administracaoe-logistica-policial-dlog/pregao-eletronico.
- 16.11. The following annexes are part of this Notice for all intents and purposes:
 - 16.11.1. Annex I Terms of Reference and annexes;
 - 16.11.1.1. Appendix to Annex I Preliminary Technical Study;
 - 16.11.2. Annex II Draft Contract;
 - 16.11.3. Annex III Draft Price Registration Minutes;

[Location], [day] of [month] of [year].

[SIGNATURE OF THE COMPETENT AUTHORITY]

Reference: Case No. 08211.000263/2025-10 SEI No. 143816695



ADMINISTRATION COORDINATION-COAD

Preliminary Technical Study 62/2025

1. Basic Information

Case number: 08211.000263/2025-10

2. Purpose

2.1. Summary of the subject:

2.1.1. Multipurpose vessel for patrolling and interception.

2.1.2. Quantity required after studies: 21 twenty-one units.

2.2. Common Goods:

- 2.2.1. The object of this contract falls under the provisions of Inc. XIII of Art. 6 of Law 14.133/2021, which considers common goods to be those whose performance and quality standards can be objectively defined by the public notice, through usual market specifications. 2.3. Model of the object
- 2.3.1. The vessel must have the following characteristics:
 - Semi-rigid hull, for multipurpose activities, with its respective accessories, specially designed, manufactured, and certified for police patrols, approaches, and interceptions.
 - Length of 7.5 m with a tolerance of 10% for greater length, not including engines (ISO 8666:2002 small vessels) To this end, the studies are included in the annexes. Naval aluminum hull.
 - Floats filled with waterproof foam (closed cells), float coating in Hypalon fabric or equivalent protection system that provides safety,
 reliability, and durability to the inflatable chambers, if any.
 - The vessels must have two 4-stroke outboard motors with 300 hp (reference model Mercury Sea Pro, equivalent or superior), powered by gasoline, and two fuel tanks with a minimum combined capacity of 500 liters. The engine must be tropicalized to meet the specific requirements of the gasoline used in Brazil.
 - Appendices 1 to 5 of this ETP are attached and provide detailed information on the certifications, naval aluminum hull material, motorization, fuel, and consumption of the proposed vessel.
 - A matte black finish must be applied to the entire interior: deck, stainless steel accessories, and the body of the lighting and navigation equipment.

The exterior finish of the hull is not subject to the requirement of the previous item and may be in the natural color of naval aluminum.

2.3.2. Each vessel must also be accompanied by a reinforced aluminum road transport trailer with at least two axles and wheels and tires suitable for cargo transport, in accordance with current Brazilian legislation. RETREADED TIRES WILL NOT BE ACCEPTED.

2.4. Selection of Semi-Rigid Vessels

- 2.4.1. There is a need to replace the Patrol and Interception Boats in use by the Federal Police (PF). At present, the vessels used by the PF have not kept pace with technological developments in the international shipbuilding industry and have required a number of costly corrective maintenance operations. It should be noted that our semi-rigid boats, manufactured by the domestic industry, are derived from or adapted from models designed for sports and recreation, falling short in fulfilling police missions.
- 2.4.2. A rigid-hulled vessel with a floating collar around the upper outer part of its freeboard is called *a Rigid Inflatable*Boat (RIB) or "semi-rigid boat."
- 2.4.3. The following types of flotation collars are used: pneumatic collar, high-density foam collar, high-strength rubber collar, or a hybrid combining these options.
- 2.4.4. The purpose of the flotation collar is to assist hydrodynamic buoyancy, provide a reserve of buoyancy, and provide lateral protection during approach and mooring maneuvers.

- 2.4.5. The availability of a floating collar significantly improves stability, safety, and shock resistance, in addition to increasing load capacity due to the increased buoyancy reserve.
- 2.4.6. Due to its buoyancy reserve, the floating collar provides better weight distribution in the vessel's design.
- 2.4.7. Operational vessels require designs with a high freeboard and structures above the waterline that simultaneously protect and allow the crew to have an adequate level of safety when approaching another vessel or structure.
- 2.4.8. The floating collar provides increased lateral stability, allowing the flexibility necessary for operational vessel designs in terms of increasing freeboard and adding weight above the waterline without affecting the essential characteristic of high-performance maneuverability.
- 2.4.9. Among waterway uses, police operations are probably the most difficult tasks for any vessel. Boats perform grounding maneuvers, are chronically overloaded, and are subject to conditions in which a common (sport/recreational) vessel would be unsuitable for service.
- 2.4.10. The semi-rigid model, when compared to the rigid model (without the presence of the floating collar), has the best characteristics, combining buoyancy reserve and suitability for multipurpose police operations maritime/river especially when approaches to other vessels are necessary (the floating collar softens impacts/collisions and improves lateral stability heeling in the event that the entire crew moves to the same side).
- 2.4.11. Floats should be easily removed and/or installed by the police officer using a rail system (or similar fastening system), without the need for intervention by the manufacturer or specialized personnel;
- 2.4.12. Furthermore, with regard to semi-rigid vessel designs, we can understand that the performance of this vessel model is superior when we consider an operational environment that involves situations of boarding in motion, extraction/rescue of tactical teams from the sides, disembarkation of tactical teams with simultaneous weight shift to a single side, the need for greater stability to perform maneuvers in adverse weather conditions while maintaining good performance, making navigation safer for police teams and third parties;
- 2.4.12.1. These characteristics are also important and necessary on large rivers and lakes.
- 2.4.12.2. It was therefore concluded that semi-rigid boats significantly improve the quality of police operations and the safety of their crews.

2.5. Required Certification Parameters

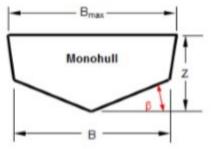
- 2.5.1. As a vessel has many more nuances than a land vehicle, it is necessary to define the parameters that should be required of manufacturers, according to the needs arising from routine police work, as described above.
- 2.5.2. Companies must follow general and specific certification standards, according to the types of vessels to be produced and their use. Similarly, general and specific standards will be required for the vessels to be purchased.
- 2.5.3. Among the Classification Societies (CS) recognized by the Brazilian Navy, Det Norske Veritas (DNV) was adopted as a reference. It should be noted that other CS may be used for certification purposes, provided they are equivalent/similar or superior, and the company is responsible for proving equivalence or superiority in a document translated into Brazilian Portuguese, if the original is in a foreign language.
- 2.5.4. As a general classification, the vessel must be type 1A, HSLC (High Speed Light Craft), R3, based on DNV rules. If another Classification Society is used, the company must demonstrate equivalence. In addition to the above, we will require the following classifications:
 - General vessel specifications (DNV-RU-HSLC-Pt1Ch1- Edition 08/2021 or later and DNV-RU-HSLC-Pt1Ch2, Edition 07/2021 or later);
 Structural certification (DNV-RU-HSLC-Pt6Ch1 Edition 08/2021 or later);
 - Navigation and maneuverability certification (DNV-RU-HSLC-Pt6Ch3 Edition 08/2021 or later);
 - Naval aluminum certification (DNV-RU-HSLC-Pt2Ch2 Edition 08/2021 or later);
 - Manufacturing and testing certification (DNV-RU-HSLC-Pt2Ch4 Edition 08/2021 or later);
 - Certification for structural hull design for aluminum (DNV-RU-HSLC-Pt3Ch3 Edition 08/2021 or later); Certification for PATROL
 - BOAT (DNV-RU-HSLC-Pt5Ch5 Edition 08/2021 or later).
- 2.5.5. Files of the required certifications in a zipped file.
- 2.5.5.1. Certification Study (Annex STUDY No. 1. ETP CERTIFICATIONS).

2.6. Description of the object:

- 2.6.1. Hull characteristics
- 2.6.1.1. V-shaped hull with a deadrise angle of 19º or greater at the stern.
- 2.6.1.2. The hull of a planing boat has a so-called "V" shape.
- 2.6.1.3. Deadrise is one of the most important parameters in the shape of a planing hull as it is directly related to forward resistance and wave behavior. The greater the deadrise, the greater the resistance to forward motion and the better the behavior in waves. Originally, the deadrise was constant in the aft half of the hull and gradually increased toward the bow in order to cut through the waves coming toward the boat. However, nowadays it is common to see

hulls that have variable deadrise along their entire length, starting at the transom with a slight slope in order to prioritize resistance to forward motion, and then gradually increasing forward in order to prioritize wave behavior.

A2.6.1.4. The image below shows the main angle that determines the shape of the boat, highlighted in red. The angle β is called the "deadrise angle." This angle varies along the boat, with smaller values at the stern increasing toward the bow. The value of this angle also characterizes the locations for which the boat was designed to navigate. Smaller values (around 17º) are intended for sheltered waters, and larger angles (from 19º) characterize boats intended for open waters.



Fonte: SAVITSKY, 1964.

Image - V-shaped hull

- 2.6.1.5. Study of aluminum alloys used in shipbuilding, particularly in terms of corrosion resistance in welded naval structures Universidade Nova de Lisboa/Portugal.
- 2.6.1.6. Applicability of naval aluminum as per Annex 2.
- 2.6.1.7. The hull shall be constructed of naval aluminum alloy, in BLACK with a MATT finish, in accordance with item 2.3.4.4 "d" and "f."
- 2.6.1.8. The hull shall have watertight compartments in order to maintain its buoyancy even if one of the compartments is flooded, to meet stability requirements.
- 2.6.1.9. The hull structure shall consist of bulkheads, beams, and stringers that ensure the safety and robustness of the vessel and allow it to be hoisted.

2.7. Vessel characteristics

- 2.7.1. New vessels, with a model corresponding at least to the date of the invoice and the commercial production line, specially designed for police use;
- 2.7.1.2. A commercial model is considered to be one that is proven to have been manufactured (naval aluminum hull, floats, size, outboard motors, and cockpit, all on the same vessel) with characteristics and purpose for police use.
- 2.7.1.3. Boats intended for sports and recreation, and/or sports and recreation boats that have only been modified in terms of paint and graphics (adaptations) to act as police boats, without proof of construction for the purpose of acquisition and/or prototypes, will not be accepted; 2.7.2. Police vessel (patrol and interception);
- 2.7.3. Semi-rigid hull constructed of marine aluminum.
- 2.7.4. The vessel and its entire visible structure must be BLACK with a MATTE finish, including the hull, and graphics as defined below.
- 2.7.5. The vessel must be new, specially sized for use according to classification (vessel, hull, and engines);
- 2.7.6. The boat class must be certified by a classification/certification society recognized by the Brazilian Navy.

2.8. General attributes

- 2.8.1. Regardless of the testing requirements of the certifying society, the vessel must achieve, with all its equipment and motorization, at least the following performance levels with regard to navigation safety and maneuverability:
- 2.8.1.1. 40 knots relative to the ground, under the following conditions:
 - Vessel with tanks fully filled; Total payload
 - (900 kg);
- 2.8.1.2. 44 knots relative to the ground, under the following conditions:
 - Vessel with ¼ of tank capacity full and with pilot (maximum weight 120 kg); Range of 150 nm at
 - full capacity (900 kg);

- 2.8.1.3. Minimum capacity of 6 (six) people, with 4 (four) people seated;
- 2.8.1.4. Minimum payload capacity of 900 kg;
- 2.8.1.5. Three marine-grade, maintenance-free gel batteries (each engine must have its own dedicated starter battery and a battery for electronic equipment);
- 2.8.1.6. Two independent bilge pumps, with a minimum flow capacity of 14,000 liters/hour each;
- 2.8.1.7. Servo-assisted or electro-hydraulic power steering;
- 2.8.1.8. Electronic, cable-free throttles for controlling the engines and reversers, clearly visible;
- 2.8.1.9. Floats with "protection" along their entire length, capable of withstanding impacts and sharp surfaces (e.g., screws, nails, exposed beams, tree branches, and other objects that cause damage to floats upon "simple" contact—floats made "only" hypalon and inner tubes will not be accepted);
- 2.8.1.10. Floats shall be divided into cells/segments and shall be secured in such a way as to allow them to be removed for maintenance or repair individually, WITHOUT the need to remove the entire set of floats (floating collar) and specialized intervention by the manufacturing shipyard;
- 2.8.1.11. Floats must be divided into at least two (2) cells/segments.
- 2.8.1.12. Inflatable chambers, if present in the composition of the floats, shall be protected internally by a polyethylene foam structure, or by an equivalent system, which provides adequate protection for the inflatable chambers against sharp impacts;
- 2.8.1.13. Floats composed "only" of hypalon and inflatable chambers will not be accepted;
- 2.8.1.14. Floats may NOT be glued to the hull (ease of maintenance);
- 2.8.1.15. Floats must be secured by rails or a similar fitting system (ease of maintenance by removing only the damaged part);
- 2.8.1.16. The float attachment system must NOT require technical intervention by the manufacturer (technical expertise or tools) for "removal," "installation," or replacement of the floats (ease of maintenance);
- 2.8.1.17. Depending on the type of technology used in the construction of the vessel covered by this study, with regard to floats, the Federal Police purchasing committee will analyze any discrepancies between the vessel presented and the specifications described in this ETP. Any discrepancy will result in the non-acceptance of the goods, and the supplier must make the indicated changes.
- 2.8.1.18. The floating collar must be able to absorb impacts during police interception/boarding operations, maintaining its shape and function even if punctured, providing the crew with greater safety and confidence in operating it in a hostile environment.
- 2.8.1.19. The collar shall assist in protecting the hull, improving navigation stability, and facilitating approaches.
- 2.8.1.20. The floats must absorb impacts in collisions with the sides of other vessels at the time of boarding and reduce the vessel's heel if the entire crew positions itself on the same side.
- 2.8.1.21. The floats should be positioned only on the outside of the vessel, creating more space on deck (D-shape);
- 2.8.1.22. Have chambers with valves for inflation/deflation and relief valves (if necessary);
- 2.8.1.23. Rubber protective bumpers along the entire length of the floating collar which do not impact its maintenance and protect it during mooring and boarding maneuvers;
- 2.8.1.24. Anti-slip protectors on the upper part of the float.

2.9. Pneumatic float inflation equipment (only if the bidder's proposal provides for this possibility):

- 01 (one) "Manual" equipment for inflating floats;
- 01 (one) Portable "electric" equipment/compressor for inflating floats; The
- equipment must be able to reach all the vessel's inflation valves.

2.10. Deck

- 2.10.1. All structural elements (deck, balustrade, bow dry box, etc.) must be made of marine aluminum and painted black with a matte finish.
- 2.10.2. The deck must have a non-slip system with automatic drainage and aluminum alloy rails that allow for easy reconfiguration of the vessel by removing/installing accessories—seats, cabin, etc.;
- 2.10.3. Under the deck, there shall be a channel for cable passage, as well as removable sections for access and removal of the fuel tank;

- 2.10.4. Two dive doors allowing access at water level (dive door), one on each side, with a side opening system, hand holds, and a vertical sliding door to prevent unintentional opening;
- 2.10.5. The cockpit must have a resistant tempered glass windshield at the front, with a green tint and no optical distortion;
- 2.10.6. The cockpit must be at least 2.10 m (two meters and ten) high;
- 2.10.7. It must be equipped with a black matte-finish naval aluminum cockpit with a top cover; 2.10.8. The cockpit cover must protect the four seats;
- 2.10.9. The seats shall be distributed as follows:



- 2.10.10. Police functions (FP) and area of responsibility (AR) on board a vessel with six police officers (P1, P2, P3, and P4).
- 2.10.11. Four (4) seats, positioned behind the cockpit;
- 2.10.12. Two by two, based on pilot and co-pilot;
- 2.10.13. Seat distribution (ideal crew), composed of six police officers:
 - Officer 1 (P1) FP: Piloting, communication, and navigation. AR: Vessel controls.
 - Police Officer 2 (P2) FP: Approach commander, operator, mooring, unmooring, observation, and pilot substitute. AR: Starboard side of the vessel.
 - Officer 3 (O3) FP: Operator behind O2. AR: Stern and starboard side of the vessel.
 - Officer 4 (O4) FP: Operator, boarding, mooring, unmooring, observation, behind P1. AR: Stern and port side of the vessel.

2.10.14. Seats shall have the following characteristics:

- Shock absorption, which allows for safer navigation at high speeds;
- Seat covers shall be black, leather, treated for protection against sunlight (to withstand the sun and the marine environment) and specific to the seat model configured by the contractor;
- They must be installed on rails (reconfigurable deck);
- They must have vertical/horizontal adjustments;
- Ergonomic design of seats with backrests, with the pilot and co-pilot seats reinforced and equipped with arm and footrests; Independent
- shock absorption for loads between 50 kg and 120 kg;

Reference models: Ullman Atlantic (pilot and co-pilot) and Ullman Daytona (crew) or equivalent or superior;

- 2.10.15. Have a large console;
- 2.10.16. Have integrated navigation and communication systems;
- 2.10.17. Pilot and co-pilot must have access to all navigation and communication equipment on the panel;
- 2.10.18. Bow post for fixing the bulkhead, with a 120-degree range of action (safety stop);
- 2.10.19. Have a mounting head for a machine gun, model MG4/cal. 5.56 mm, manufacturer HK Heckler & Koch, standard weapon used by the Federal Police

2.11. Navigation and communication equipment

- 2.11.1. All electronic assemblies must be secured, integrated, and installed in the navigation console;
- 2.11.2. They must be constructed with material compatible with naval aluminum (not generate oxidation);
- 2.11.2. The visible parts of the equipment, its accessories, and peripherals must be dark in color, black or gray;
- 10.11.3. Reference models must be from 2022 or more recent, to avoid obsolescence and consequent loss to the Union;
- 2.11.4. The vessel must have a marine VHF radio to comply with Maritime Authority standards;
- 2.11.5. Fixed marine VHF radio (reference brand/model: ICOM IC M330/G);
- 2.11.6. VHF antenna compatible with the installed VHF radio, reference model for the radio;
- 2.11.7. The vessel must be prepared for future installation (location on the console, grounded electrical wiring and antenna wiring, mounting bracket for a fixed antenna) of an institutional radio communication system.
- 2.11.8. Magnetic compass, reference model RiTchie F83 (or similar);
- 2.11.9. GPS/Sonar/Echo sounder that are part of a single multifunctional system, with integrated and interconnected display, with a color screen of at least 10 inches (ten inches) and that allow individualized or shared (split) display of the systems (GPS/Sonar/Echo sounder), reference model, SONAR GARMIN GPSMAP 1022XSV, accompanied by the GPSMAP 1022XSV transducer, external GPS /GLONASS antenna (or similar);
- 2.11.10. A secondary digital marine instrumentation system for speed, wind, geolocation, and other functions useful for navigation must be installed on the control panel, which must not be confused with the main multifunction system (GPS/Sonar/Echo sounder), ensuring the desired redundancy in the information system, with a color screen of at least 4" (four inches), anti-glare finish, reference model GPSMAP GMI 20, multifunction display (or similar);
- 2.11.11. Updated nautical charts of Brazil/South America, installed in the respective multifunction systems (main and secondary), with periodic updates for the duration of the device warranties and the possibility of updates after the warranty period. The company must guarantee software updates for at least five (5) years, which after the warranty will be paid for by the Federal Police;
- 2.11.12. Black LED navigation lights (navigation light body), reference model CPLREG 72' Hella Navi LED lights (or similar);
- 2.11.13. Black LED nautical searchlight (body), with a minimum of 5,500 lumens, minimum illumination of 500 meters, color temperature 6500K (white), mounted on the roof of the cockpit, IP67 standard, waterproof and marine-grade, with 360° rotation + up & down with remote control fixed to the navigation console panel, reference model ACR RCL 75 (or similar);
- 2.11.14. 02 (two) pairs of fixed auxiliary nautical headlights, LED, one pair directed towards the bow and the other towards the stern of the vessel (night navigation), black (body), FLOOD lenses, color temperature 6500K (white), minimum luminous flux of 4,800 lumens, with a lighting distance of not less than 300 meters, waterproof and marine-grade, IP67 standard, operating voltage: 10VDC~30VDC, reference model /equivalent or superior, Bullpro ST516.
- 2.11.15. 02 (two) pairs of infrared headlights, black (body), one pair directed towards the bow and the other towards the stern of the vessel, wavelength of 940nm, reference model INFRARED ROK 40 (or similar);
- 2.11.16. Marine acoustic and visual signaling kit (strobe light/siren/loudhailer), with blue strobe light dome, minimum 200 Watts power, reference models (strobe light SHARK H BLEU SY142; siren INTAV SS. ITE790.HS.f53 strobe light; loudhailer: ICON SP-MAR36 or equivalent or superior).

2.12. Engine and fuel system

- 2.12.1. Twin 4-stroke engines with electronic fuel injection, 300 HP (reference model Mercury Sea Pro, equivalent or superior), intended for service use (service engines subject to greater wear and tear).
- 2.12.2. The engines must be manufactured in the year of delivery of the vessel or in the previous year;
- 2.12.3. Fuel system consisting of two fuel tanks under the deck, with a total capacity of 500 (five hundred) liters, made of aluminum, which does not catalyze the oxidation reaction of naval aluminum, and with a valve or isolation system between the tanks;
- 2.12.4. Digital panels must be installed on the control console, one for each engine, which must indicate:
- *Hour meter:
- a) Ampermeter for alternator current;
- b) Engine temperature indicator;
- c) Fuel consumption indicator;
- d) Speedometer;
- e) Voltmeter to indicate battery charge, one voltmeter for each battery;
- f) Fuel tank capacity gauge;
- g) Trim indicator;
- h) Engine RPM gauge.
- 2.12.5. Propellers shall be made of stainless steel.
- 2.12.6. Engines must be calibrated to operate properly under Brazilian conditions of use, temperature, fuel, and lubricants;
- 2.12.7. Engines and their systems must be capable of operating under any working conditions, whether continuous or intermittent.
- 2.12.8. All piping must be resistant to seawater.
- 2.12.9. All hoses connected to hull penetrations must have double clamps at both ends;
- ${\bf 2.12.10.} \ There \ shall \ be \ a \ marine \ aluminum \ structure \ to \ protect \ the \ stern \ engines.$

2.13 Electronic throttles for multiple engines

- 2.13.1. Digital Throttle and Shift (DTS) throttles, equivalent or superior, reference model Mercury Sea Pro.
- 2.13.2. Cable-free throttles for better performance and fuel consumption.

2.14. Acoustic/visual signaling equipment

- 2.14.1. Visual signal with dark blue dome;
- 2.14.2. Acoustic signal, consisting of loudspeakers and siren, with a minimum power of 200 Watts (Strobelight/siren/loudhailer kit);
- 2.14.3. The control system for the visual and acoustic signals must be unique and allow both systems to operate independently;
- 2.14.4. The system controls shall be highly resistant and easy for the operator to activate, as well as having the option of key illumination to facilitate nighttime viewing and allow the key illumination to be turned off when necessary.

2.15. Life-saving equipment

- 2.15.1. One (1) set of pyrotechnic devices for coastal navigation;
- 2.15.2. One (1) circular lifebuoy securely fastened and easily accessible;
- 2.15.3. 04 (four) life jackets (quantity referring to crew capacity), in MULTICAM or TAM color, designed to integrate with tactical or bulletproof vests that use the MOLLE (Modular Lightweight Load-carry Equipment) system;
- 2.15.4. The design of this vest allows the tactical vest (with magazine pouches and other individual operator equipment) to be used in conjunction with the flotation vest without interfering with the NEPOM Operator's modus operandi (for example: drawing magazines or equipment from tactical vests without

having to remove the flotation vest, which would be worn over the tactical vest). With this "adaptation," providing buoyancy to bulletproof vests and tactical vests, the simultaneous use of a ballistic vest and a "traditional" floating life jacket is avoided, which hinders the operator's movement on board, as well as significantly impairs the targeting of targets when using long weapons (RIFLE), given the large increase in the operator's circumference due to the use of overlapping vests. The vest must be SOLAS certified.

2.16. Mooring and anchoring system

- 2.16.1. Six (6) black mooring ropes, 20 meters long each, flexible and of a thickness compatible with the dimensions and weight of the vessel;
- 2.16.2. One anchor according to the size and weight of the vessel;
- 2.16.3. Six (6) medium-sized fenders, black in color, all with protective covers (must have graphics) and cables for attachment to the vessel, both black in color;
- 2.16.4. Lightweight, sturdy oars, black in color, in quantities and dimensions that allow propulsion in the event of engine failure.

2.17. Graphics

- 2.17.1. The matte black paint scheme must be presented, with the necessary adaptations to the model and size of the vessel offered, when submitting bids, and must include the specification of the paints used, number of coats, thickness of dry films, and other relevant data.
- 2.17.2. The graphics of the vessels must be carried out in accordance with the Federal Police standard and must be adapted considering the need for more discreet visualization in view of the covert work, without, however, removing the ostentatious and characteristic standard of the vessel;



NEPOM emblem



Image for illustrative purposes only

10.17.3. Applications of the NEPOM emblem (to be made available in a .cdr file) must be in sandblasted stainless steel on the front of the vessel's navigation console.





The photos above are illustrative (material, size, proportion, and location on the console), but do not correspond to the NEPOM symbol.

- 2.17.4. Engine cowlings must be painted matte black (and not covered with stickers or wrapped) without any outboard motor brand/model stickers.
- 2.17.5. The matte black finish must be applied to the entire interior: deck, stainless steel accessories, and the body of the lighting and navigation equipment.
- 2.17.6. The exterior finish of the hull is not subject to the requirement of the previous item and may be in the natural color of naval aluminum.
- 2.17.7. The vessel must come with one (1) black protective cover.
- 2.17.8. The words "Polícia Federal NEPOM" (Federal Police NEPOM) must be inscribed in gray on the outside of the floats, from bow to stern.
- 2.17.9. The final graphic design of the vessels must be submitted for adjustment and approval by the commission up to three (3) months before or at an appropriate time by the winning company upon delivery of the final product;

2.18. Other characteristics

- 2.18.1. Preparation for towing another vessel with at least two (2) mooring points on its stern and one (1) mooring point on its bow to be towed;
- 2.18.2. Preparation for hoisting, with at least three hoisting points with hoisting straps, at least two on the transom and at least one on the bow;
- 2.18.3. Supply and vent points;
- 2.18.4. Fuel shut-off valve.

2.19. Road transport trailer

- 2.19.1. The road trailer for boats is the only means available to transport them out of the water, which is why the road trailer must be purchased as an accessory to a boat;
- 2.19.2. The trailer must be sized according to the weight, size, and specific shape of the hull and be approved by the competent authority, Resolution No. 14 of the National Traffic Council (Contran), and the Brazilian Traffic Code (CTB);
- 2.19.3. The supplier of the vessel must be the same as the supplier of the trailer, thus avoiding conflict of responsibility in the event of damage to the hull during transport or storage;
- 2.19.4. Below are further reasons for purchasing the accessory together:
- 2.19.5. Considering that not all waterways are connected, and even if there is a connection between the waterway of origin and the destination, it is more economical to transport vessels over long distances by land.
- 2.19.6. The road trailer must be a "perfect fit" for the hull of the vessel and its weight, so that there is no damage to the structure when placed in transport.
- 2.19.7. The greatest damage to vessels during road transport is caused by the use of inappropriate road trailers.
- 2.19.8. Not all units have a "wet berth" contract at marinas, so they need to place the vessel in a "dry berth," requiring a road trailer to place it in and out of the water (using ramps) in addition to supporting the vessel in the "dry berth."
- 2.19.9. PF operations often require the support of additional units with vessels, and for this, the support of vessels from other units is necessary, whose most economical transport is by land using road trailers.
- 2.20. The truck must have the following characteristics:
 - Capable of safely transporting the vessel over long road distances and equipped with an independent braking system;
 - Designed for road transport (trailer), made of reinforced aluminum, with at least two axles and its own wheels. It must also have a spare tire, wheel wrenches, a braking activation system, a waterproof rear light, IP67 standard, a coupling system consisting of locks, a safety chain, and a pole with a hoisting ratchet.
 - "The lights to be used on the trailer shall be LED, as they emit more lumens per watt than ordinary lamps. In addition, LED lamps are estimated to have a useful life of 35,000 to 50,000 hours, while ordinary lamps have a useful life of 1,000 to 2,000 hours. In addition to being more energy efficient, this durability is the determining factor in choosing LED lights, which in the medium term will allow for a greater return on investment."
 - With tires suitable for heavy loads, designed for "road transport," adequate for the total weight of the vehicle and trailer, and capable of safely supporting transport over long road distances;
 - Comply with Brazilian traffic legislation;
 - Have an electrical outlet for connecting the trailer to the vehicle that complies with Brazilian traffic laws and standards (7-pin connectors in accordance with ISO 1724);
 - The electrical connection between the transport trailer and the main vehicle must comply with Brazilian CONTRAN legislation.



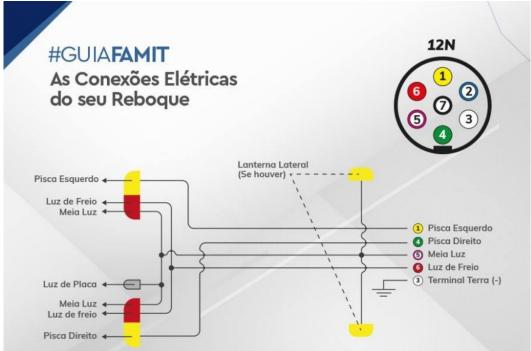


Photo of the road transport trailer for illustrative purposes only

- Owner's manual and technical warranty in Brazilian Portuguese, printed and on recorded media.
- The invoice and import declaration must contain the VIN/NIV numbers of the respective transport trailers. The
- winning company must arrange for the registration of the transport trailers with the DETRANs (Department of
- Traffic) at the place of delivery. Labels, signs, and warnings used on the trailer must be in Portuguese.

10.21. Considering the possibility of conflict of interest and responsibilities between the boat manufacturer and the road trailer manufacturer, it is recommended that the items be grouped into a single group.

Another reason for grouping the items is the fact that it is not feasible to have different manufacturers, due to the dimensions of each item, which may vary slightly. Another advantage of grouping the items is the technical and economic advantage, since the same supplier would already have all the dimensions of the vessel manufactured by them.

3. Glossary and Nautical Terms

Heeling: In nautical terms, heeling, trim, or list is the inclination in degrees of a vessel to one of its sides (port or starboard).

Ammeter: An instrument used to measure the intensity of the electric current flowing through the cross-section of a conductor.

Bulkhead: Vertical partitions that subdivide the internal space of the hull into compartments on each deck.

Waterway: Relating to waterways, waterway transport. Person professionally qualified to operate vessels

Drag: In fluid dynamics, drag is the force that resists the movement of a solid object through a fluid. Drag is caused by friction forces, which act parallel to the surface of the object, and pressure forces, which act perpendicular to the surface of the object.

Balustrade: A set of balusters, joined by rails, forming a parapet, sill, or railing at the edge of the ship to protect personnel and prevent the danger of falling overboard. There are balustrades on the awning, gangway, hatch, etc. Some ships have hinged and folding balustrades. On ships with flight decks, the balusters are joined by nets, and the assembly is lowered during flight operations.

Patrol boat: A boat specially equipped to patrol the sea and river coastline.

Side: (Navy) Refers to the side of a vessel.

Bow Dry Box: Compartment located at the bow (front) of the vessel on one or both sides for the protection and storage of materials.

Payload: Total cargo capacity carried by the vessel, excluding fuel, lubricants, and equipment necessary for operation.

Watertight compartment: Compartment limited by waterproof plating.

Deck: (Navy) Any of the floors or pavements of a ship, especially those that are open to the sky or protected by an awning.

D-Shape: D-shaped.

Displacement: (Navy) Corresponds to the mass of water displaced by a ship while floating.

Servo-assisted hydraulic steering: A servo-assisted vehicle steering mechanism comprises a tubular body, a fluid disposed within the tubular body, and a member movable relative to the tubular body in response to a change in fluid pressure in the body. The fluid comprises a mixture of a base oil and a grease. The weight of the grease in the mixture is from about 0.1% to about 5% of the weight of the base oil in the mixture.

Echo sounder: Consists of an acoustic signal emitter and an internal clock that measures the interval between the moment the signal is emitted and the moment the echo returns to the sensor. The sound is picked up by the transducer, which converts the pressure waves of the echo into electrical signals.

Positive buoyancy: When an object immersed in water does not sink and remains wholly or partly above the waterline. This means that the amount of water displaced by the object weighs more than the object itself. For example, a boat that weighs 23 kg but displaces 45 kg of water will float easily.

Hour meter: An analog or digital measuring instrument that indicates the number of hours and fractions that a device has been in operation.

Hypalon: These are composed of chlorosulfonated polyethylene and have a well-recognized characteristic feature: their thin thickness. However, this is not synonymous with lower resistance or durability when exposed to weathering; this product does not take on a yellowish color like other types of rubber.

Stringers or longitudinal members: Parts placed from bow to stern, inside the hull, connecting them together.

Levers: (Mechanics) Hand-operated lever of a mechanism or machine (e.g., speed lever, boat lever).

Maneuverability: The ability of an aircraft, spacecraft, or other aerial vehicle to change course and perform maneuvers.

Marinizado: Designed and developed for vehicular, stationary, or maritime use.

MOLLE: A system for carrying equipment on clothing or backpacks that often do not have enough space for everything you need. The MOLLE system expands the compartments and allows you to attach various objects to your vest, pants, or backpack.

Multipurpose: Having many uses or serving several purposes simultaneously.

Stern: (Nautical) The rear end of a vessel; the back of the vessel, opposite the bow, in its normal movement, where the rudder is located.

Bow: (Nautical) Front part of a vessel.

Buoyancy reserve: The volume of the ship above the waterline that can be made watertight.

Semi-rigid: 1. Not completely rigid; almost rigid, 2. Rigid only in some parts.

Cruising speed: A speed range within which the wear and tear on the vessel's engine is reduced. This range varies, using on average 50 to 60% of the engine's maximum rotation.

4. List of Abbreviations and Acronyms

ABNT: Brazilian Association of Technical Standards

AMB: Brazilian Maritime Authority

ART: Article

CATMAT: Unified Catalog of Materials

CCOT: Tactical Operations Command Coordination

CDC: Consumer Protection Code

CF: Federal Constitution

CFD: Computational Fluid Dynamics

CNPJ: National Register of Legal Entities

CONTRAN: National Traffic Council

CPF: Individual Taxpayer Registry

DAP: Delivered at Place

DEN: Brazilian Navy Naval Engineering Directorate

DETRAN: State Traffic Department

DNV: Det Norske Veritas

DPC: Brazilian Navy Ports and Coasts Directorate

ETP: Preliminary Technical Study

GPH: Gallons per Hour

HK: Heckler & Koch

HP: Horsepower (unit of measurement)

HSC Code: High Speed Craft Code (International Safety Code for High Speed Craft)

HSLC: High Speed Light Craft (High performance/speed vessel)

IACS: International Association of Classification Societies

IMO: International Maritime Organization

IN: Normative Instruction

INCOTERMS: International Commercial Terms

ISO: International Organization for Standardization

ISPS Code: International Ship and Port Facility Security Code

LED: Light Emitting Diode

LPC: Coastal Patrol Boats

LPI: Patrol and Interception Boats

MPG: Miles per Gallon

MOLLE: Modular Lightweight Load-carry Equipment (system for attaching accessories, pouches, and mounts to other clothing equipment)

MSC: The Maritime Safety Committee

NATO: North Atlantic Treaty Organization

NBR: Technical Standards of the Brazilian Association of Technical Standards

NEPOM: Special Maritime Police Unit

VIN: Vehicle Identification Number

NORMAM: Maritime Authority Standards

WCO: World Customs Organization

UN: United Nations (The United Nations - UN)

OR: Recognized Organizations

NATO: North Atlantic Treaty Organization PF: Federal Police

RIB: Rigid Inflatable Boat

RPM: Rotations per minute

SEOP/MJ: Secretariat for Integrated Operations of the Ministry of Justice

SEPOM: Ostensive Maritime Police Service and Aquatic Operations

SIASG: Integrated General Services Administration System

SICAF: Unified Supplier Registration System

SOLAS: International Convention for the Safety of Life at Sea

SPE: Special Purpose Company

SR: Regional Superintendence of the Federal Police

STJ: Superior Court of Justice

TAC: Conduct Adjustment Agreement

TCU: Federal Court of Accounts

UHF: Ultra High Frequency

UPM: Maritime Police Units

VHF: Very High Frequency

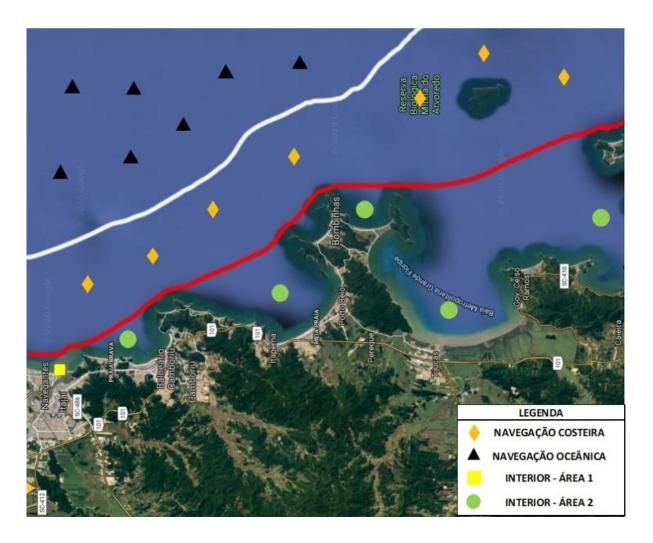
VIN: Vehicle Identification Number

WCO: World Customs Organization

5. Description of the need

5.1. The Federal Police, as defined in Article 144 of the Constitution, is a permanent body that forms part of the Public Security structure and has a duty to provide citizens with effective and efficient security. It is responsible for maritime, airport, and border policing, and has exclusive jurisdiction over the judicial police of the Union. Among other duties, it is responsible for preventing and suppressing illicit trafficking in narcotics and related drugs, smuggling, and embezzlement; investigating criminal offenses against the political or social order or to the detriment of the public; and among other duties, to prevent and suppress illicit trafficking in narcotics and related drugs, smuggling, and embezzlement; to investigate criminal offenses against the political or social order or to the detriment of the assets, services, and interests of the Union or its autonomous entities and public companies, as well as other offenses whose practice has interstate or international repercussions and requires uniform repression.

- 5.2. At this level, the Brazilian Federal Police is responsible for acquiring reliable vessels capable of fulfilling its "Public Security" duties, with the following characteristics:
- 5.2.1. Effectively and efficiently fulfill the Maritime Police duties under the jurisdiction of the Federal Police.
- 5.2.1.1. Navigability areas of the vessel to be acquired:



+ Inland navigation area – these are areas that are sheltered or partially sheltered from bad weather, places where storms occurring on the open sea have little or no effect. The best examples of these areas are bays, coves, lagoons, rivers, lakes, canals, port entrances, etc. To find out the limits of inland navigation in a cove, simply draw an imaginary straight line from one end of the cove to the other. The waters within this imaginary line are waters where we practice inland navigation.

Coastal navigation area – these are regions in the open sea where it is still possible to see the coast, limited to a maximum of 20 nautical ...

nautical miles from the coast (one nautical mile = 1,852 m). It is understood that in this region, the vessel is already navigating in regions sheltered from bad weather, but is always within sight of the coast.



Ocean navigation area – these are regions in the open sea where it is no longer possible to see the coast, where only the sky and sea can

be seen.

To fulfill its mission, the Federal Police conducts its patrols on board vessels in inland navigation areas, port areas, and coastal navigation areas.

Thus, the vessels covered by this study should be ideal for port patrol and patrol activities up to 12 nautical miles, which represent the majority of the Federal Police's Maritime Police services.

6. Requesting area

Requesting Area	Responsible	
FEDERAL POLICE - CONPORTOS/DPA/PF	Marcelo João da Silva, Federal Police Chief, Reg	sistration No. 11,030

7. Description of Contract Requirements

- 7.1. This contract is based on the principle of prior planning (Art. 12, VII, of Law No. 14,133/2021) and Articles 11, caput, and 5 of the same Law.
- 7.2. This is an important acquisition classified as Capital/Investment Expenses, under the terms of Law No. 4,320 of March 17, 1964.
- 7.3. The bidding process must ensure that the contracted solution fully meets the institutional needs of the Federal Police, observing the criteria of economy, operational effectiveness, and legal certainty.
- 7.4. Among the requirements for contracting, it is important to mention:
- I) Technical and Functional Requirements
- a) The vessel and its accessories must meet the minimum technical specifications defined in the Terms of Reference, observing standards of performance, autonomy, navigability, safety, and reliability compatible with maritime police operations in the open sea and in port areas. II) Supplier Technical Qualification Requirements:
- a) The bidder must prove technical aptitude by presenting certificates of technical capacity included in this Technical Study and in the Bid Notice. III) Delivery and Warranty Requirements:
- a) The supplier must submit a detailed delivery schedule, compatible with the Administration's deadlines, including construction phases, sea trials, and technical delivery.
- b) A minimum warranty must be offered in accordance with the booklet attached to the Terms of Reference, also included in item 19 of this Technical Study.
- IV) Environmental Sustainability Requirements
- a) The supplier must comply with environmental sustainability rules in accordance with the characteristics and requirements of the object in relation to the environment.
- 7.5. All material shall be purchased in accordance with IN No. 01, of January 19, 2010, Chapter III, art. 5. I, II, III and § 1, except where the aforementioned instruction does not apply.
- 7.6. In addition to any sustainability criteria included in the description of the object, the following requirements, based on the National Guide for Sustainable Procurement, must be met.

- 7.7. In the case of foreign companies, considering that the international guide to sustainable manufacturing is not a single document, but a set of standards, guidelines, and certifications that help industries adopt environmentally responsible practices, foreign companies must follow the principles of the UN Sustainable Development Goals (SDGs), such as ISO 14001.
- 7.8. The quality standard to be adopted for the construction of the vessel to be purchased will be: DET NORSKE VERITAS, DNV, or similar. It is one of the three largest vessel classification societies in the world. These requirements are justified by the degree of danger to which the vessel and its crew may be exposed in the not infrequent police operations carried out by the Federal Police.
- 7.9. Prohibition of participation by companies formed into a consortium:
- 7.9.1. Companies formed into a consortium will not be allowed to participate in this tender, given that, despite the quantities and values involved, the manufacture of the goods is not characterized as highly complex. It is also considered that the participation of consortia could undermine competitiveness by bringing together companies that could compete individually.
- 7.9.2. Considering that there are individual companies available to participate in the bidding process, the participation of companies grouped together in a consortium could bring the risk of market domination by a particular consortium of companies and negatively influence the principle of competition.
- 7.9.3. Considering the participation of non-domestic companies, in practice, it is important to apply the rule of equal conditions between Brazilian and foreign bidders, equalizing taxes on the foreign bidder's proposal, as is mandatory for the domestic bidder's proposal, namely: IPI, PIS, COFINS, and ICMS.
- 7.9.4. In this scenario, the margin of preference rule for goods produced in the country will apply, as defined in Article 26 of Law No. 14,133/2021.
- 7.9.5. Other criteria for the Contracting Requirements are set out in item 4 of the Terms of Reference.

8. Current situation of the Federal Police Fleet

- 8.1. The Federal Police fleet has been in use for more than 15 (fifteen) years, generating high maintenance costs, low equipment reliability, and the use of outdated technologies.
- 8.2. It is important to note that, according to Federal Revenue Service regulation IN RFB No. 1,700, dated March 14, 2017, Article 124 and Annex III, the useful life of a vessel such as those used today by the Federal Police is 10 years.
- 8.3. Currently, the activities carried out include, among others, immigration control, inspection of international maritime transport companies, state and federal port security commissions, port patrols, investigation of illegal activities in port and adjacent areas, joint operations with other agencies, and inspection of vessels in navigable waters beyond the Brazilian coastal area.
- 8.4. The use of vessels that are unsuitable for river or maritime patrols exposes police officers to unnecessary risks, precisely because they are not compatible with the activities carried out.

9. Analysis of Previous Acquisitions

- 9.1. The Working Group Report, established by Ordinance No. 6009/2015 DG/DPF, dated December 31, 2016, which discusses the planning for standardization and renewal of the Federal Police fleet, presents analyses and proposals that remain to date, as shown in the following diagnoses in chronological order:
- 9.2. Final Report of the GET/NEPOM Special Working Group, established by Ordinance No. 330/2004 DG/DPF, dated May 18, 2006;
- 9.3. Final Report of the Special Working Group of the National Maritime Police System GET/SINAPOM, established by Ordinance No. 002/2008 DIREX/DPF, dated December 28, 2008;
- 9.4. Final Report of the Maritime Police Working Group, established by Ordinance No. 2503/2011 DG/DPF, dated August 23, 2011;
- 9.5. Analysis of all work already carried out within the scope of the Maritime Police since its creation in 2005, with the initial acquisition of 11 (eleven) Ferreti Spirit coastal patrol boats, for a total amount of R\$ 39,500,000.00 (thirty-nine million, five hundred thousand reais), the PF reached the following conclusions:
- 9.6. Need for new acquisition of vessels and equipment, aimed at meeting the demands of the police public;
- 9.7. One of the positive aspects of the Price Registry is the possibility that the purchase can be used by other agencies that also wish to renew their fleets, since the shortage of materials, needs, and doctrine are similar.

- 9.8. The Price Registry Participation institute allows for unified contracting, provided that each unit justifies its demand, making it the most economical, expeditious, and flexible option, not only for the planning of this Central Unit and its local Maritime Police units, but also for all agencies that may wish to join the unified purchase.
- 9.9. The joining of forces in a procurement process, not only between Federal Police units, but also through the admission of agencies, increases bargaining power, intensifies competition among interested suppliers, and allows them to produce on a larger scale, consequently achieving better prices and greater savings for the Treasury. Thus, our objective in adopting the use of the Price Registry is clear, where we see legal support in items III of Art. 2 and items II and III of Art. 3 of Decree 11.462/2013.
- 9.10. The operational scenario in which federal police vessels navigate, with their work dynamics, where vessels are required to perform at their maximum in terms of <u>speed</u> (final speed, speed variations, and acceleration recovery), <u>durability</u> (resistance to impacts from different sea conditions, adverse weather conditions, boarding and disembarking of people and equipment), <u>reliability</u> (certainty of mission accomplishment absence of malfunctions), and <u>safety</u> (integrity of the crew and third parties, as well as other vessels), impose the need for a vessel with a structure superior to that found in sports/recreational vessels;
- 9.11. When the first centralized purchases of patrol and interception vessels were made, the domestic market did not have boats produced for police activity, which is why the solution was to purchase adapted sports/recreational boats (with paint and audiovisual signage) that were not suited to intensive, daily work;
- 9.12. As in the case of the initial purchases made by the Federal Police, the vessels were identical to the sports/recreational vessels sold at the time, but with black paint and other lights and sirens inherent to police work;
- 9.13. Thus, after the creation of the Maritime Police in 2005, it is easy to understand that there is a real need to renew the PF Fleet, since no boats have been purchased since the initial moment.

10. Market Survey

- 10.1. The technical specifications, as already mentioned in this Preliminary Study, are not innovative and, despite the fact that there is still no standardization within the agency, they have been used successfully in other procurement processes undertaken by other units of the same agency that have tactical groups in their structure.
- 10.2. Due to the large area that the Federal Police is responsible for patrolling, there is no other efficient market solution that exceeds the need for the vessels to be acquired. Although the vessels specified herein are not yet the most essential and best on the market for this purpose, considering the budgetary constraints and adjusted to the minimum technological conditions and specificities of the object to meet the demand of the Federal Police's Maritime Police, the vessels specified herein meet the needs.
- 10.3. More than a repetition of specifications whose acquisition, application history, and use have been totally or partially successful, with improvements applicable to enhance performance or complement the response to regional demands. The goods to be acquired are common market solutions for which there is no great variability, except in the quality requirement, which is believed to be supported by the completeness of the specifications, minimizing the risk of acquiring inferior quality items based on reference prices, which would not be justified.
- 10.4. After the studies, it was possible to verify the existence of some manufacturers that, a priori, will meet the demand for the specified vessel, namely (manufacturers):

Zodiac;
Titan Boat;
Streit Marine;

Asis Boat

Metal-Craft; and

- 10.5. The technical specifications were brought to market without any criticism from suppliers regarding restrictions on competition. Several bidding procedures were also collated, demonstrating the common use of the proposed solutions by various public administration bodies.
- 10.6. Although research confirms that there are five suppliers on the market potentially capable of meeting demand, based on the specifications of the objects, there is nothing to prevent other companies operating in the domestic or international market from improving their technologies and participating in the competition, given that, despite the specificity of the vessels, there is no question of high complexity.
- 10.7. The price estimate was based on the last Federal Police tender held in 2024 for the acquisition of vessels;
- 10.8. That said, SAFEBOAT was the winner of the tender with a unit price of R\$ 3,947,000.00 (three million, nine hundred and forty-seven thousand reais), SEI/PF 08490.003615/2023-20, however, it did not effectively comply with the contract and may be subject to sanctions by the Federal Police.

11. Description of the solution as a whole

11.1 Item 2 of this Technical Study provides a detailed description of the object to be acquired through an international electronic auction International Auction, by Price Registration

12. Estimate of Quantities to be Contracted

- 12.1. The quantities were based on:
 - The urgent need to renew some NEPOMs with regard to Patrol and Interception Boats (LPIs), due to the long period without acquisitions (the last acquisition was made 15 years ago);
 - The peculiarities of police work, where it is always necessary to have at least one vessel in good condition, given the need for continuity of services, which cannot be interrupted for reasons of vessel maintenance (redundancy of means).
- 12.2. Thus, maritime police units must have at least two vessels;

12.2.1. That said, the 21 (twenty-one) units should be distributed according to the following plan:

Federal Police	QUANTITY
NEPOM/DPF/IJI/SC	1
NEPOM/SR/PF/ES	1
NEPOM/DPF/GRA/PR	1
NEPOM/SR/PF/SC	1
NEPOM/DREX/SR/PF/BA	1

NEPOM/DREX/SR/PF/PE	1
NEPOM/DREX/SR/PF/RJ	1
NEPOM/DPF/STS/SP	1
NEPOM/DREX/SR/PF/MA	1
NEPOM/DPF/RGE/RS	1
GEPOM/DREX/SR/PF/PA	1
GEPOM/DPF/SNM/PA	1
NEPOM/DPF/FIG/PR	1
NEPOM/DPF/PNG/PR	1
GEPOM/DPF/TBA/AM	1
NEPOM/SR/PF/CE	1
GEPOM/DPF/CRA/MS	1
GEPOM/DREX/SR/PF/AP	1
GEPOM/DREX/SR/PF/RN	1
GEPOM/DREX/SR/PF/RO	1
GEPOM/DPF/CZS/AC	1

^{12.3.} Need to adapt the physical structure of the location that will receive the goods in accordance with the receiving units.

12.4. It is essential that the Federal Police (PF) condition the delivery of the vessel on the adaptation of the physical structures of the Maritime Police Unit.

13. Estimated Contract Value

Amount (R\$): 84,207,337.80

13.1. The estimated value for the acquisition of 21 (twenty-one) patrol and interception boats and 21 trailers is R\$ 84,207,337.80 (eighty-four million, two hundred and seven thousand, three hundred and thirty-seven reais and eighty centavos), distributed as follows:

GROUP 1			
	UNIT VALUE		

ITEM	OBJECT	ESTIMATED	QUANTITY	TOTAL ESTIMATED VALUE
1	PATROL AND INTERCEPTIO INTERCEPTION	N R\$ 3,893,333.33	21	R\$ 81,759,999.93
2	TRAILER	R\$ 116,539.90	21	R\$ 2,447,337.90
	GRAND TOTAL FOR GROUP 1 R\$ 84,207,337.80			

^{13.2.} Foreign companies that quote in foreign currency will have taxes levied on domestic companies' bids added to their bids, in accordance with the international bid model attached to the Terms of Reference.

14. Justification for the Installment Payment or Non-Installment Payment of the Solution

- 14.1. Considering the possibility of participation in the bidding process by several domestic or international companies, it is unfeasible or detrimental to pay for the vessel and towage solution in installments. This is because it could generate losses not only for the Administration but also for suppliers due to the dimensions of each object, which may be disproportionate in terms of weight, height, and width. In addition to the possible distances between one supplier and another, considering the possibility that the suppliers of items may be from different countries and far from each other. Added to this is the fact that the delivery schedule will be up to 31 months, with production being sequential rather than simultaneous. It should also be noted that specialized semi-rigid boats are not produced on a generic "assembly line"; each unit requires customized design, specific testing, individual DNV certification, and no manufacturer can produce 21 units simultaneously.
- 14.2. In the case at hand, installment payments represent a strategy that can not only ensure more efficient execution of the contract, but also more responsible budget management, in line with the financial reality of the public agency. In addition, as this is a Price Registry, installment payments become technically feasible and advantageous for the Administration in terms of gains from economies of scale, as well as increased competition among suppliers, ensuring cost-effectiveness in contracting.

15. Related and/or Interdependent Contracts

15.1 In practice, the identification of related and interdependent contracts must be based on a careful analysis of the project's needs, considering both technical and budgetary aspects. Law 14.133/2021 allows this approach to promote efficiency and economy in public procurement. In the case of the intended contract, the acquisition is autonomous and does not require related or interdependent contracts. However, it is important to emphasize the need for the units to be provided with vessels that assess the status of preventive and corrective maintenance contracts, docking, supply, and other contracts that are related or similar to the current contractual intention.

16. Alignment between Procurement and Planning

- 16.1 The acquisition in question is essential and is part of the Federal Police's acquisition goals for 2025 and 2026.
- 16.2. The purpose of this Process is to acquire new vessels to renew the Federal Police fleet. The focus of this ETP was to prioritize nautical projects developed specifically for police use, due to their naval characteristics and greater structural resistance, so that they could adequately meet the operational service needs of the various Maritime Police Centers (NEPOMs), including those operating on rivers and sheltered waters.
- 16.3. The 2025 PCA contemplates the contracting as shown below:

- 16. 4. It should be noted that the Federal Police is still in the process of preparing the Sustainable Logistics Master Plan. As for other governance instruments, we can highlight that, in relation to the inventory management policy, acquisitions are made precisely to meet the demand for more technologically advanced vessels, to keep up with new technologies in terms of aerodynamics, speed, safety, and several other factors, in addition to meeting the need to replace vessels that are already outdated or that over the years have become uneconomical for the Administration.
- 16.5. As stated in item 12 of the ETP, we saw that: "In the urgent need to renew some NEPOMs with regard to Patrol and Interception Boats (LPIs), due to the long period without acquisitions (the last acquisition was made 15 years ago); Given the peculiarities of police work, where at least one vessel in good condition is always necessary, in view of the need for continuity of services, which cannot be interrupted for reasons of vessel maintenance (redundancy of resources)."
- 16.6. With regard to the shared procurement policy, this is precisely the purpose of the contract in question, given that the quantity to be purchased will be distributed to the units specified in the Terms of Reference. Considering, in particular, that the quantity of 21 (twenty-one) vessels is an incentive for the participation of the largest number of interested suppliers. As for the other governance instruments in public procurement: V Competency-based management; VI Market interaction policy; VII Risk management and preventive control; VIII Guidelines for contract management; and IX Definition of the structure of the public procurement area, all of these are fully aligned with each other and considered in the instruments that make up the procurement process files.
- 16.7. The intended acquisition is in line with the guidelines outlined in the Federal Police's 2025/2026 Strategic Plan, contributing to the achievement of the following critical success factors and relating to the following guidelines:
- a) Motivated personnel: Have a workforce that is motivated to perform its duties and fulfill the institutional mission;
- b) Effective logistical support: Having a logistics system that allows all units to remain fully operational, especially in adverse situations;
- c) Maintained credibility: Have high levels of acceptance and credibility with Brazilian society and the international community.
- 16.8. The strategic objectives of the Federal Police related to this plan are:
- a) Strengthen the fight against crime.
- b) Promote actions that benefit citizens.
- c) Ensure the effective use of resources.
- 16.9. The strategies are:
- a) Enhance crime prevention and repression actions with the help of new technological means.
- b) Decapitalize criminal organizations and arrest their leaders.
- c) Strengthen police action in border areas.

17. Considerations

17.1. Direct and indirect public administration bodies and entities need to make purchases to fulfill their institutional purposes. The government is not self-sufficient and, therefore, it is necessary to contract with third parties for what it is unable to produce or provide and which is essential to it. To this end, the public administration must use competitive bidding as a precedent for

contracting. In this vein, international bidding is an important option or even a duty for the Public Administration when contracting is more advantageous if carried out with domestic or foreign companies capable of meticulously meeting the requirements in an equal, similar, or superior manner to what is intended to be acquired and for a value that represents quality, safety, and good operational capacity of the object, avoiding risks to vessel operators as much as possible.

- 17.2. These companies, in turn, seek to internationalize and form partnerships with the Public Administration, whether due to the peculiarity of the goods and services offered or the trust and profitability of the business, among other motivations. Aware of the importance that bidding and internationalization can bring to both sides and even to third parties involved, this study sought to promote an analysis of international bidding as one of the possible strategies aimed at the internationalization of companies.
- 17.3. In order to make such an analysis possible, we first sought to present the system involved in a bidding process in Brazil. This analysis highlights that the Public Administration must pay attention to the bureaucracy and formality involved in public procurement. This stage is not subject to errors, under penalty of nullifying the entire process. The principles and procedures adopted by Law No. 14,133/2021 and other related regulations must be observed. Once this was done, the second specific objective was achieved, addressing some of the most common internationalization strategies, with an emphasis on those that can be adopted by foreign and domestic companies, with the aim of bringing them together and exchanging experiences and technologies, or even internationalizing their brand individually.
- 17.4. Thus, the third specific objective was achieved by verifying the peculiarities that international bidding has in relation to national bidding, such as the comparison and equalization of documents and proposals regardless of the origin of the bidder, conditions and forms of payment, guarantees, place of delivery, deadlines, and also bids with funds from abroad.
- 17.5. Considering previous experiences, it was found that the participation of foreign companies was quite considerable, promoting fierce competition among interested parties and, consequently, generating savings for the treasury. It is important to note that, considering the possible lack of domestic competitors or few suppliers in the market, a strictly domestic bid could overestimate the unit value of the goods, causing greater expenses for the treasury. This can be avoided by expanding competition to non-domestic companies.
- 17.6. It should also be noted that foreign and domestic companies were consulted, according to document (SEI 141316747), in which only foreign companies submitted bids. However, this does not mean that only foreign companies will participate in the bidding process, but it does guarantee that the bidding, being international, will not result in a deserted bid, given the limitations of the domestic market.
- 17.7. Thus, it is clear that international bidding provides a wider range of competitors, which is vital for obtaining the best prices and specifications. The rule of equality between Brazilian and foreign bidders will be applied, through the equalization of taxes (IPI, PIS, COFINS, ICMS) in accordance with international contracting rules.
- 17.8. Considering the participation of non-domestic companies, in practice, it is important to apply the rule of equal conditions between Brazilian and foreign bidders, equalizing taxes on the foreign bidder's proposal, as is mandatory for the domestic bidder's proposal, namely: IPI, PIS, COFINS, and ICMS.
- 17.9. In this scenario, the margin of preference rule for goods produced in the country will apply, as defined in Article 26 of Law No. 14,133/2021.
- 17.10 This ETP expresses the importance of international bidding for the government and for foreign companies involved in this process. With regard to the difficulties encountered, the relationship between international bidding, the internationalization of companies, and reciprocal tax immunity was the biggest obstacle, as no bibliographies were found that dealt with these topics together.

ITEM	DESCRIPTION	FEDERAL POLICE - TOTAL (UN)
1	Patrol and Interception Boat (LPI)	21

18. Acceptability Standards and ATPO

18.1. Acceptability standards for sample evaluation and technical-operational capacity certification

- 18.1.1. At the discretion of the Administration, the Planning Team "may" visit the shipyard during the construction of its boats.
- 18.1.2. The Federal Police may conduct its own seaworthiness tests, including indicating the location (sea, river, lagoon), in order to ensure the reliability, safety, and seaworthiness of the vessels to be purchased.
- 18.1.3. Bidders must submit certificates, documents, attestations, and warranty statements that prove compliance with the requirements described in this ETP and requested in the Notice and its annexes.
- 18.1.4. Bidders must submit in writing a list of representatives qualified to perform preventive and corrective maintenance on the vessels, with at least one per Region (North, Northeast, South, Southeast, Midwest).

18.1.4.1. Mandatory tests with measurable criteria:

TEST 1 - Speed Performance (Minimum):

- Condition: Full tanks (500L) + payload (900kg)
- Requirement: Minimum 40 knots relative to the ground
- Measurement: Marine GPS (accuracy ±1 knot)
- Location: Relatively calm water (lake/protected bay)
- Duration: 30 continuous minutes

TEST 2 - Performance in Reduced Conditions:

- Condition: ¼ fuel tank + pilot (120 kg)
- Requirement: Minimum 44 knots relative to the ground
- Measurement: Via GPS
- Objective: Validate maximum available power

TEST 3 - Range:

- Condition: Full tanks + payload (900 kg)
- Requirement: Minimum 60 nautical miles continuously
- Measurement: Fuel consumption calculation + engine hour meter
- Speed: 50% maximum RPM (cruising speed)

TEST 4 - Lateral Stability:

- Condition: 6 people on board, lateral weight redistribution
- Requirement: Maximum heel 15° (without spinning)
- Measurement: Marine inclinometer
- Objective: Safety in boarding operations

TEST 5 - Maneuverability:

- High-speed turning test (90% RPM)
- Requirement: Minimum curve radius 50 meters
- Measurement: Via GPS + markers

TEST 6 - Safety buoyancy:

- Simulated filling of a watertight compartment
- Requirement: Maintenance of buoyancy with all occupants
- Measurement: Minimum height of the edge above the water 15cm

TEST 7 - Integration of Electronic Equipment:

- GPS/Sonar/Echo sounder: Synchronization and integrated display
- VHF radio: Minimum range 20NM under normal conditions
- Secondary Instrumentation: All parameters functioning
- Searchlights: Minimum 500m illumination on a dark night
- Infrared lights: Technical operation check

18.2. Mandatory documentation:

- Detailed test protocol
- Measuring equipment (calibrated)
- Technical report with objective results

18.3. Clear approval/disapproval: **COMPLIES** or **DOES NOT COMPLY**

19. Warranties

19.1 The warranty period shall commence upon final receipt and subsequent acceptance of the goods, by means of a detailed report prepared by the Receiving Committee appointed by the Contracting Authority's Competent Authority;

19.2. Technical warranty:

- 19.2.1 Failure to comply with technical warranties, assistance, and the existence of qualified representatives for preventive maintenance, when applicable, and corrective maintenance of the vessels will result in penalties, as per the notice.
- 19.2.2. The warranty shall cover manufacturing defects or premature wear and tear for a period of 12 (twelve) months, including parts and services, at no cost to the Administration.
- 19.2.3. The contractor shall provide, as a general rule, a minimum warranty of twelve (12) months, EXCEPT for HULL AND SUPERSTRUCTURE WARRANTY, TRANSPORT TRAILER WARRANTY, and PARTS AND

REPLACEMENT, in accordance with the manufacturer's manual or other mandatory maintenance in compliance with standards issued by the manufacturer or regulatory bodies, and corrective maintenance corresponding to the technical warranty offered, providing the supply of consumables and related services.

19.2.4. The technical contractual warranty will allow for greater efficiency and effectiveness in the use of the vessels, as it will prevent them from being inoperative for too long due to defects or damage. It will also allow for faster replacement of parts, repairs, and exchanges, in accordance with the principles of efficiency, economy, and reasonableness.

- 19.2.5. The ultimate goal is the public good and the continued provision of an essential service, without avoidable interruptions. With this preventive measure, and in respect for the public purse, whose use should benefit those under its jurisdiction, the purpose of the bidding process will be fulfilled, preventing the substantial immobilization of assets in inoperative and expensive vessels.
- 19.2.6. The average annual use of the equipment is 200 (two hundred) hours.
- 19.3. Details of the guarantees that will be required from the Company:

19.3.1. HULL AND SUPERSTRUCTURE WARRANTY

- 19.3.1.1. Minimum warranty of twenty-four (24) months, which is standard practice in the nautical market for this type of vessel;
- 19.3.1.2. Minimum term for mandatory inspections, as specified in the manufacturer's manual, parts, and labor.

19.3.2. WARRANTY AND INSPECTIONS OF THE ELECTRICAL/HYDRAULIC SYSTEM

- 19.3.2.1. Minimum warranty of 12 (twelve) months;
- 19.3.2.2. Minimum period for mandatory inspections, as specified in the manufacturer's manual, parts, and labor.

19.4. PAINT WARRANTY

19.4.1. Minimum warranty of 12 (twelve) months for damage to the original paintwork of the vessel's parts resulting from a defect in the paintwork.

19.5. ENGINE AND PROPULSION SYSTEM WARRANTY AND INSPECTIONS

- 19.5.1. Minimum warranty of 12 (twelve) months against malfunction, premature wear of parts, and loss of declared power;
- 19.5.2. Minimum period of 12 (twelve) months for mandatory servicing as specified in the manufacturer's manual for this period, parts, and labor.

19.6. WARRANTY FOR ELECTRONIC AND NAVIGATION EQUIPMENT

19.6.1. Minimum warranty of 12 (twelve) months against malfunction, deterioration, and oxidation of electronic components.

19.7. WARRANTY FOR RESCUE EQUIPMENT

19.7.1 Warranty in accordance with the manufacturer's manual, which may not be less than twelve (12) months, for pyrotechnics, life jackets, and other rescue equipment.

19.7. TRANSPORT TRAILER WARRANTY

19.8.1. Minimum warranty of 24 (twenty-four) months against malfunction, deterioration, and corrosion, which is standard practice in the market for this type of equipment.

10.9. WARRANTY FOR THE SUPPLY OF PARTS AND REPLACEMENTS

- 19.9.1. At least fifteen (15) years of production of original parts, so that they can be purchased and installed, from the date of final receipt, in accordance with market practice.
- 19.9.2. Item 5 of the Terms of Reference and its Annex 3 supplement this Preliminary Technical Study and provide further details on the warranties.

20. Technical qualification of bidders

- 20.1 For the purpose of proving technical and operational capacity, the bidder must submit Certificates of Technical Capacity, issued by a national or international public legal entity (in which case the document must comply with the rules for the recognition of international documents in national territory by the Public Administration), proving the e e supply of boats compatible with characteristics equal to or superior to those of the object being bid on and in a minimum quantity of ten (10) units or a quantity greater than the total quantity of the item offered
- 20.2. For the purposes of equivalence, semi-rigid vessels used by the police, coast guard, rescue services, or military, with aluminum hulls between 7.5m and 12 meters in length and outboard motors, will be considered.
- 20.3. Proof of supply of at least ten (10) units or a quantity greater than the total quantity of the item offered is necessary in view of the high value of the goods and their specificity, namely that they are vessels for use in police, coast guard, interception, surveillance, or military activities, other than vessels used for sports and recreation, and/or modified or

adapted sports and recreation vessels. interception, inspection, or military activities, and not a vessel used for sports and recreation, and/or modified or adapted sports and recreation vessels.

- 20.4. A commercially available model is considered to be one that is proven to be manufactured (naval aluminum hull, floats, size, outboard motors, and cockpit, all on the same vessel) with characteristics and purposes for police use.
- 20.5. Other technical qualification criteria are detailed in item 9 of the Terms of Reference, attached to the notice.

21. Acceptance testing

21.1. Acceptance and training tests (instructions for use of the material) will be described in the TR and its Annexes, also observing the Acceptability Standards described in item 18 of this Technical Study.

22. Benefits to be achieved through contracting

- 22.1. Always seeking to practice the principles of efficiency and effectiveness, when attempting to achieve high productivity, agility, quality, safety, and maximum perfection in work, the adjustments to current services are the goals sought by the administration of operational support and middle management activities, which would not be possible without the contracting of specialized services.
- 22.2. This contracting seeks to achieve the following results:
 - Ensure levels of excellence in all work carried out by the Special Maritime Police Units, both in maritime and river waters; Promote adequate infrastructure for the safety of Federal Police officers working in the NEPOMs;
 - Direct benefits are those already mentioned in the justification for contracting, that is, preservation of the Union's heritage, conserving its movable assets vessels.
 - Indirect benefits The impact on society through better service, given the importance of the work of the Maritime Police in a country with a coastline of 7,367 km.
 - Maintenance of operational readiness to respond to emergency situations and fulfillment of responsibilities to maintain public order and safety within the jurisdiction of the Federal Police.

23. Measures to be Taken

23.1. The Regional Superintendencies concerned shall initiate the necessary administrative measures for the preservation of federal property, such as:

- Maintenance contracts;
- Seamanship contract, if applicable;
- Docking contracts, if applicable;
- Fuel contracts;
 - Assignment of specialized personnel to NEPOM to operate the vessel.

23.2. These measures are essential to ensure the vessel's operability and extend its useful life, and the recipient is responsible for providing for the financial costs in its budget.

24. Possible Environmental Impacts

- 24.1 Aiming at the effective application of environmental and socio-environmental criteria and actions regarding the inclusion of environmental sustainability requirements in public tenders promoted by the Public Administration, and in compliance with Article 5 and its subparagraphs of Normative Instruction No. 1/2010 of SLTI/MPOG, the requesting area, when purchasing goods, may require the following environmental sustainability criteria:
- 24.2 That the environmental requirements for obtaining certification from the National Institute of Metrology, Standardization, and Industrial Quality (INMETRO) as sustainable products or products with a lower environmental impact than similar products are observed;

- 24.3. That the goods do not contain hazardous substances in concentrations above those recommended in the RoHS (Restriction of Certain Hazardous Substances), such as mercury (Hg), lead (Pb), hexavalent chromium (Cr(VI)), cadmium (Cd), polybrominated biphenyls (PBBs), and polybrominated diphenyl ethers (PBDEs).
- 24.4. All material will be purchased in accordance with IN No. 01, dated January 19, 2010, Chapter III, Art. 5. I, II, III and § 1, and/or related international legislation.

24.5. Environmental Sustainability

24.5.1. The goods to be purchased must always be based on the rational use of resources and equipment, in order to avoid and prevent the waste of consumables and materials, as well as the excessive generation of waste, in order to comply with environmental responsibility guidelines.

25. Desired Results

- 25.1 Always seeking to practice the principles of efficiency and effectiveness, when attempting to achieve high productivity, agility, quality, safety, and maximum perfection in work, the adjustments to current services are the goals targeted by the administration of operational support and middle management activities, which would not be possible without the contracting of specialized services.
- 25.2. This contracting seeks to achieve the following results:
 - Ensure levels of excellence in all work carried out by the Special Maritime Police Units, both in maritime and river waters; Promote adequate infrastructure for the safety of Federal Police officers working in the NEPOMs;
 - Direct benefits are those already mentioned in the justification for contracting, that is, preservation of the Union's heritage, conserving its movable assets vessels.
 - Indirect benefits The impact on society through better service, given the importance of the work of the Maritime Police in a country with a coastline of 7,367 km.

26. Conditions for Delivery of Vessels

- 26.1. Deliveries must be made in accordance with Incoterms standards (when referring to foreign companies), which define the roles of the seller and buyer in an international transaction.
- 26.2. The International Trade Term INCOTERM to be adopted will be DPU Delivered At Place Unloaded.
- 26.3. Customs bureaucracy shall be handled by the contractor, who shall bear the costs of international transport insurance, international freight, customs clearance, and other applicable costs, taxes, and tariffs, considering the International Trade Terms INCOTERMS 2020 modality DPU Delivered At Place Unloaded as well as storage, handling, and transportation/freight costs to the place of delivery;
- 26.4. In the case of domestic suppliers, the delivery rules apply to the costs of storage, handling, transportation/freight to the place of delivery;
- 26.5. The boats must be delivered to the locations below, on the road transport trailer (on the ground).
- 26.6. Units and delivery addresses:
- 26.1. For freight calculation purposes, below is a table with the delivery addresses of the FEDERAL POLICE LPIs:

	UNIDADE	LOCAL DE ENTREGA	QUANTIDADE
1	NEPOM/DPF/IJI/SC - Núcleo Especial de Polícia Marítima da Delegacia da Polícia Federal em Itajaí/SC	Av. Pref. Paulo Bauer, 755 - Centro, Itajaí - SC	1
2	NEPOM/SR/PF/ES - Núcleo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal no Espírito Santo	Av Getúlio Vargas 242, Parque Moscoso, Vitoria - ES	1
3	NEPOM/DPF/GRA/PR - Núcleo Especial de Polícia Marítima da Delegacia da Polícia Federal em Guaíra/PR	Av. Beira Rio, 55, Bairro Vila Velha, Guaíra/PR	1
4	NEPOM/SR/PF/SC - Núcleo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal em Santa Catarina	Rua quatorze de julho, 310 - Estreito Florianópolis/SC	1
5	NEPOM/SR/PF/BA - Núcleo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal na Bahia	Av. Lafayete Coutinho, 1010, Salvador - BA	1
6	NEPOM/SR/PF/PE - Núcleo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal em Pernambuco	Av. Engenheiro José Estelita, s/n, Cabanga, Recife-PE	1
7	NEPOM/SR/PF/RJ - Núcleo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal no Rio de Janeiro	Av. Infante Dom Henrique, S/N - Glória, Rio de Janeiro - RJ	1
8	NEPOM/DPF/STS/SP - Núcleo Especial de Polícia Marítima da Delegacia da Polícia Federal em Santos/SP	Av. Engenheiro Magalhães Gama, 400, Porto Ponta da Praia, Santos/SP. Entre os terminais 35 e 37.	1
9	NEPOM/SR/PF/MA - Núcleo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal no Maranhão	Av. dos Portugueses s/nº, Porto do Itaqui,São Luís-MA	1
10	NEPOM/DPF/RGE/RS - Núcleo Especial de Polícia Marítima da Delegacia da Polícia Federal em Rio Grande/RS	Rua Capitao-Tenente Heitor Perdigão, S/N - Centro, Rio Grande - RS	1
11	GEPOM/DREX/SR/PF/PA - Grupo Especial de Polícia Marítima da Superintendência Regional da Polícia Federal no Pará	Av. Júlio César, s/n - Souza, Belém - PA	1
12	GEPOM/DPF/SNM/PA - Grupo Especial de Polícia Marítima da Delegacia da Polícia Federal em Santarém/PA	Av Cuiabá, s/n, Bairro Vera Paz , Santarém - PA	1
13	NEPOM/DPF/PNG/PR - Núcleo Especial de Polícia Marítima da Delegacia da Polícia Federal em Paranaguá/PR NEPOM/DPF/FIG/PR - Special Marítime Police Unit	Rua Benjamin Constant, nº 504, bairro Costeira, Paranaguá/PR	1

NEPOM/DPF/FIG/PR - Special Maritime Police Unit

¹⁴ Avenida Paraná, 3471 – Jardim Pólo Centro, Foz do Iguaçu/PR 1 at the Federal Police Station in Foz do Iguaçu/PR

	Special Maritime Police Group Agent Mauro Lobo, no. 40, Ponta Negra neighborhood, Manau Z	Avenida do Turismo, Tarumã Road, Praia Dourada, branch GEP Am, 1 Federal Police Station in Tabatinga/AM p code 69034650)M/DPF/TBA/AM -
	GEPOM/DREX/PF/AP - Special Maritime Police Group Junction	<u> </u>	ional
Su	erintendence of the Federal Police in Amapá Infraero, f	lacapá - AP, 68908-910	
	GEPOM/DREX/PF/RN - Special Maritime Police Group		
17	of the Regional Superintendence of the Federal Police in Rio	R. Dr. Lauro Pinto, 155, Lagoa Nova, Natal-RN - 59064-165 1	
	Grande do Norte		
	GEPOM/DREX/PF/RO - Special Maritime Police Group		
18	Av. Lauro Sodré, 2905 - Olaria, Porto Velho - RO, 76802-449	of the Regional Superintendence of the Federal Police in Rondô	nia
	NEPOM/DREX/PF/CE - Special Maritime Police Unit		
	of the Regional Superintendence of the Federal Police at the Po	t Pier, Fortaleza - CE, 60180-415 1 Ceará	
	GEPOM/DPF/CRA/MS- Special Maritime Police Group		
	Praça da República, 51 - Downtown, Corumbá - MS, 79301-140	1st Floor of the Federal Police Station in Corumbá/MS	
	GEPOM/DPF/CZS/AC- Special Maritime Police Group R. de Min eral Police Station in Cruzeiro do Sul/AC 69980-000	s Gerais, 350 - Do Telégrafo, Cruzeiro do Sul - AC, 21 1st floc	r of the

26.7. Delivery will take place on business days between 9 a.m. and 5 p.m., with prior scheduling required at least 72 hours before delivery for goods originating in Brazil and 20 days for goods originating abroad.

27. Technical Assistance

27.1. Conceptual difference between technical assistance and warranty

- 27.1.1 Technical assistance involves the maintenance of a product, without the need for the product to present any defect for the service to be provided. It is also a preventive service.
- 27.1.2. In the case of a warranty, this is a service that is activated whenever the product has a defect, including requiring its replacement in certain cases.
- 27.1.3. The CONTRACTED PARTY shall be responsible, at no cost to the Federal Police, for the periodic inspections provided for in the manufacturer's manual for the engines, hull, floats, and electronic equipment installed on the vessel, for the period covered by the warranty stipulated in the contract.
- 27.1.4. Provide a technical call center, making it possible to open calls:
- 27.1.4.1. via email; or
- 27.1.4.2. via a toll-free number or local number in Brasília, from 8 a.m. to 6 p.m. on business days, or via a website (or app with the same purpose). When opening a ticket, a unique identification number must be provided to the Federal Police. All calls, as well as the measures taken, must be stored in the CONTRACTOR's call control system. Access to this system must be available to the Federal Police upon request.

In addition, open calls may only be opened and closed after authorization by the Federal Police.

- 27.2. The assistance period shall begin upon final delivery of the goods.
- 27.3. The maximum response time for first response (technical/maintenance call) shall be up to 5 (FIVE) business days after the technical call is opened.
- 27.4. The maximum resolution time (technical/maintenance call) shall be up to 10 business days after the technical call is opened.
- 27.5. Both domestic and foreign suppliers must comply with the provisions of the Brazilian Consumer Protection Code (Law No. 8,078/1990):

Art. 18. Suppliers of durable or non-durable consumer products are jointly and severally liable for defects in quality or quantity that render them unfit or unsuitable for their intended use or diminish their value, as well as for those resulting from discrepancies with the information contained on the container, packaging, labeling, or advertising message, respecting variations resulting from their nature, and the consumer may demand the replacement of the defective parts.

§ 1 If the defect is not remedied within a maximum period of thirty days, the consumer may demand, alternatively and at his or her choice:

- I replacement of the product with another of the same type, in perfect condition for use;
- 27.6. For technical assistance, the foreign company shall indicate the service provider in the national territory.
- 27.7. Any closed call, without the consent of the Federal Police or without the problem having been actually resolved, shall be reopened and the deadlines shall be counted from the original opening of the call, including for the purpose of applying the penalties provided for;
- 27.8. The ongoing activities performed by NEPOMs are permanent and regular, essential to the execution of public security policy. Such activities cannot be suspended without prejudice to the institutional missions assigned to the Union's maritime and river police. Therefore, it is necessary to adopt channels and means that allow any problems arising in the vessels to be acquired to be remedied as quickly as possible, as they are essential instruments for the exercise and performance of NEPOMs.
- 27.9. The Terms of Reference will supplement the details of the Technical Assistance in a specific item.

28. Feasibility Statement

This planning team declares this contract to be feasible.

28.1. Justification of Feasibility

In view of all the arguments presented, the team responsible for the acquisition in question declares that the acquisition of a new fleet is feasible and urgent.

The PF boats meet all the economic profiles established by the administration (most of them considered unusable, unsafe, and unreliable), making their replacement extremely urgent.

The direct benefits are those already mentioned in the justification for the contract, that is, preserving the excellence of the services provided by the Federal Police, with the acquisition of new vessels, specifically for military/police use, that are reliable and safe (promoting adequate infrastructure for the safety of NEPOM police officers). Thus, in always seeking to practice the principles of efficiency and effectiveness, when attempting to achieve high productivity, agility, quality, safety, and maximum perfection in the work, it is necessary to acquire specialized vessels for the perfect fulfillment of the mission of protecting the country and its citizens.

In the same vein, it should be noted that this plan was prepared in accordance with Law No. 14,133/2021, as well as in compliance with the technical requirements necessary to meet the needs and purpose of the contract. Furthermore, it adequately meets the business demands formulated, the intended benefits are appropriate, the estimated costs are compatible and characterize economy, the risks involved are manageable, and the requesting area will prioritize the provision of all the elements listed here that are necessary to achieve the intended benefits.

Always seeking to practice the principles of efficiency and effectiveness, when attempting to achieve high productivity, agility, quality, safety, and maximum perfection in work, the adjustments to current services are the goals targeted by the administration of operational support and middle management activities, which would not be possible without the contracting of specialized services.

This contracting seeks to achieve the following results:

- Ensure levels of excellence in all work carried out by the Special Maritime Police Units, both in maritime and river waters; Direct benefits are those already mentioned in the justification for contracting, that is, preservation of the Union's
- heritage, conserving its movable assets vessels;

•

Indirect benefits – The impact on society through better service, given the importance of the work of the Maritime Police in a country with a coastline of 7,367 km.

Therefore, based on the above, especially with regard to the chosen market solution, which includes sustainability criteria and practices, the Planning Team considers that the purchase is feasible, as well as necessary to meet the needs and interests of the Administration.

The solution adequately meets the business demands formulated, the intended benefits are appropriate, the anticipated costs are compatible and characterize cost-effectiveness, the risks involved are manageable, and the requesting area will prioritize the provision of all elements listed here that are necessary to achieve the intended benefits. Therefore, the contract is viable. Accordingly, this Preliminary Technical Study is hereby submitted for the information and approval of the Competent Authority, pursuant to Article 14, item II of Decree No. 10,024/2019.

Under the terms highlighted by Law 12,527 of November 18, 2011, ensuring the fundamental right of access to information, in accordance with the basic principles of public administration and embodied in Article 13 of IN 58/2022, this Preliminary Technical Study, as well as all procedures derived from this document, are classified as non-confidential and freely accessible.

29. Responsible parties

All electronic signatures follow the official time in Brasília and are based on §3 of Article 4 of Decree No. 10,543, dated November 13, 2020.

MARCELO JOAO DA SILVA

Competent authority

GLAUCO VANILSON URACHE VIEIRA

Member of the hiring committee

FERNANDO RODRIGUES DOS SANTOS

Member of the hiring committee

RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee

LUCIANO ANGELO SILVEIRA

Support team

Dispatch: DLOG/PF DISPATCH

LANDERSON DE ARAUJO BASTOS RAMOS

Support team

List of Annexes

Please note: Only files in the ".pdf", ".txt", ".jpg", ".jpeg", ".gif", and ".png" formats listed below are attached directly to this document.

• Annex I - ANNEX TO ETP.7z (1.3 MB)



ADMINISTRATION COORDINATION-COAD

Reference Term 152/2025

Basic Information

Artifact Number UASG Edited by Updated

152/2025 200334-ADMINISTRATION COORDINATION-COAD LUCIANO ANGELO SILVEIRA 12/04/2025 10:46 (v 0.14)

Status SIGNED

Other

Category Contract Number Administrative Process

II - purchase, including by order/Consumer goods 08211000263202510

1. GENERAL CONTRACTING CONDITIONS

1.1. Acquisition of 21 (twenty-one) PATROL AND INTERCEPTION BOATS (LPI) and 21 (twenty-one) ROAD TRANSPORT TRAILERS, according to the conditions, quantities, and requirements established in this instrument and detailed in its Annex 1 (Technical Specifications of the LPI), as well as highlighted in the table below.

	GROUP 1					
ITEM	SPECIFICATION	CATMAT	UNIT OF	VALUE UNIT ESTIMATED MAXIMUM	QUANTITY	TOTAL VALUE ESTIMATED MAXIMUM
1	PATROL BOAT AND INTERCEPTION	48011	Unit	R\$ 3,893,333.33	21	R\$ 81,759,999.93
2	TRUCK FOR ROAD TRANSPORT	604551	Unit	R\$ 116,539.90	21	R\$ 2,447,337.90
	TOTAL R\$ 84,207,337.				R\$ 84,207,337.80	

- 1.2. The goods covered by this contract are characterized as common, as justified in the Preliminary Technical Study. Preliminary Technical Study.
- 1.2.1. The items will be grouped into a single group, given that it is not feasible to have different manufacturers, due to the dimensions of each item, which may vary slightly. Another advantage of grouping the items is the technical and economic advantage, since the same supplier would already have all the dimensions of the vessel manufactured by them.
- 1.3. The contract provides further details on the rules that will apply in relation to the term of the contract, which will be two years and seven months, extendable under the terms of Article 105 of Law No. 14,133/2021.

GROUNDS FOR PROHIBITING THE AUTHORIZATION OF ADHESION – FREE RIDING

1.4. Sharing procurement processes is a management measure aimed at greater administrative efficiency. Decree No. 11,462/2023 provides for Participation and Adherence as means of sharing processes. Participation occurs from the internal phase and makes the total quantities demanded known to the market, influencing price and competition. Adhesion, being subsequent, does not have the same effect, but it can be facilitated because collaboration between agencies compensates for the agility and cost reduction of the bidding procedure with the gain in scale that did not occur in relation to the quantities that are added to the process a posteriori. In the case in question, as this is work equipment whose specific characteristics are particularly suited to the needs of the Federal Police, adherence to the Price Registration Minutes will not be permitted. Purchases will be made centrally and in installments, taking into account the budgetary availability for the fiscal year.

REASONS FOR USING INTERNATIONAL AUCTIONS - INCREASED COMPETITIVENESS AND IMPACT ON OPTIMIZING THE AGENCY'S RESOURCES.

- 1.5. In the discipline of bidding, the Auction ended up becoming the method of choice for the acquisition of common goods precisely because its competitive phase, by bringing together all interested parties who were previously excluded in the qualification phase, increased the universe of competitors. During the Preliminary Study, it was observed that this expansion of the list of participants is vital for obtaining the best prices/best specifications. The international bidding process applied under the terms of Article 52 of Law No. 14,133/2021 provides an expanded list of competitors. It should be noted that the participation of domestic companies remains unchanged and their equality is guaranteed through the equalization of bids. 1.6. In practice, it is important to apply the rule of equal conditions between Brazilian and foreign bidders, equalizing taxes on the foreign bidder's bid, as is mandatory for the domestic bidder's bid, namely: IPI, PIS, COFINS, and ICMS.
- 1.7. In this scenario, the margin of preference rule for goods produced in the country will apply, as defined in Article 26 of Law No. 14,133/2021.
- 1.8. The adoption of international bidding will bring a number of advantages, including:
- 1.9.1. the possibility of acquiring advanced technology equipment without excluding domestic companies that meet the specifications and certifications required in accordance with doctrine and technical criteria;
- 1.9.2. reduction in the value of goods to be purchased directly from abroad;
- 1.9.3. increased competitiveness, due to the possibility of participation by foreign companies, which does not exclude the participation of domestic companies.
- 1.9.4. savings to the public coffers, especially for the Federal Police budget, will allow for the acquisition of more equipment with the same budget in the case of items not produced or made available by domestic companies.

ACCEPTANCE OF BIDS IN FOREIGN CURRENCY

1.10. According to Art. 52, §3, of Law 14.133/21, the bidding notice must contain, mandatorily, "The payment guarantees to the Brazilian bidder shall be equivalent to those offered to the foreign bidder." It is well known that the currency used in international commercial transactions is the US dollar and, to a lesser extent, the euro. The Brazilian real is not the currency of choice in these cases and does not represent a standard, including monetary stability, such that a commitment can be made to register prices for one year, without the possibility of adjustment, using it as a parameter. It should be noted that we are talking about price registration and not about a definite contract, to be signed immediately after the award/approval of the object. The small and specific list of known suppliers will not be interested in participating and committing to supply goods for the duration of the price registration minutes, which is 12 months, if they cannot do so in foreign currency, Euro or Dollar. Not accepting bids in foreign currency reduces competitiveness and introduces uncertainty that will increase prices due to the expectation of risks.

PRICE AND TAX EQUALIZATION

1.11. Tax equalization is the main objective of price equalization in international tenders. The process consists of adding, for judging purposes, the taxes that would be levied on the foreign bidder's bid, ensuring equality with the costs of domestic bids.

1.11.1. ELEMENTS TO BE EQUALIZED

- 1.11.1.1. The value of the foreign bid is the basis for calculating the charges;
- 1.11.1.2. The equalized taxes will be: PIS (Social Integration Program), COFINS (Contribution for Social Security Financing), and ICMS (Tax on Circulation of Goods and Services).
- 1.11.1.3. The international proposal template (Annex 6 to these Terms of Reference) and the call for proposals will specify the rates to be used
- 1.11.1.4. Conversion to local currency will be made using the exchange rate (e.g., PTAX) on the day before the opening of bids.
- 1.11.1.5. For the final result of the bid evaluation, the equalized value, which includes the original price plus the simulated charges, will be used to compare the foreign bid with the domestic bids.
- 1.11.1.6. After the final bidding phase, once the winner has been identified, if it is a foreign company, the auctioneer will enter the prices without charges in the negotiated value field within the system, in accordance with the tax immunity inherent to the contracting agency of the direct administration.
- 1.11.1.7. After equalization, the lowest value will be considered the winner.
- 1.11.1.8. Non-national suppliers who are interested should pay attention to the International Proposal Template in Annex 6 of these Terms of Reference.

NON-ADMISSION OR NON-PARTICIPATION OF COMPANIES IN A CONSORTIUM

- 1.11.1.9. In order to admit or not the participation of companies grouped in a consortium, it is necessary to consider how the goods to be purchased will be supplied. Participation in a consortium is normally of interest to the purchaser/contractor when the proposed solution is complex and is not presented as a stock item, constituting a solution to be constructed in which the parts that comprise it are supplied by different market players and these represent representative portions of the whole, and these portions need to be received in an integrated and simultaneous manner. The technological and knowledge transfer content is also verified in the formation of consortia for the acquisition of complex police/military solutions. Another approach that recommends the admission of consortia is that of economy. Whenever a company hires another to perform part of an object, it adds profit and taxes to the amount charged to the Administration. It should also be considered that the participation of companies in a consortium may negatively influence competition, as justified in the Preliminary Technical Study.
- 1.11.1.10. For this reason, subcontracting should normally be allowed at a reduced percentage of the total contract value. In view of this, the participation of companies grouped together in a consortium will not be allowed.

NON-ADMISSION OF COOPERATIVES

1.11.1.11. Law No. 12,690/2012 allows cooperatives to participate in bids for <u>services</u> that are included in their corporate purpose. That said, the possibility of participation by cooperatives is eliminated, given that the purpose is the acquisition of permanent goods and not the contracting of services.

2. JUSTIFICATION AND DESCRIPTION OF THE NEED FOR CONTRACTING

- 2.1. The justification for the contract and its quantities is detailed in a specific section of the Preliminary Technical Studies, appendix to these Terms of Reference
- 2.2. The purpose of the contract is set out in the 2025 Annual Contracting Plan, as detailed below:
 - *I)* PCA ID in the PNCP: 00394494000136-0-000025/2025;
 - II) Date of publication in the PNCP: May 16, 2024;
 - III) Item ID in the PCA: 189;

VI) Class/Group: 1990 - MISCELLANEOUS VESSELS;

V) Future Contract Identifier: 200334-286/2025;

3. DESCRIPTION OF THE SOLUTION AS A WHOLE, CONSIDERING THE LIFE CYCLE OF THE OBJECT AND PRODUCT SPECIFICATION

3.1. The description of the solution as a whole is detailed in a specific topic (item 2) of the Preliminary Technical Studies, appendix to this Term of Reference.

4. CONTRACTING REQUIREMENTS

Sustainability

- 4.1. In addition to any sustainability criteria included in the description of the object, the following requirements, based on the National Guide for Sustainable Contracting, must be met:
 - 4.1.1. In the case of foreign companies, considering that the international guide to sustainable manufacturing is not a single document, but a set of standards, guidelines, and certifications that help industries adopt environmentally responsible practices, foreign companies must follow the principles of the UN Sustainable Development Goals (SDGs), such as ISO 14001;

Indication of brands or models

- 4.2. In this contract, the following brands will be accepted as references for equivalent, similar, or superior quality: ZODIAC; TITAN BOAT; STREIT MARINE; METAL-CRAFT, and ASIS BOAT, according to the justifications contained in the Preliminary Technical Studies:
- 4.2.1. The supplier must submit, together with the proposal, the following construction specifications for the vessel offered: hull and deck, bottom design, FOAM collar system, and calculations in accordance with ISO 122217-1-2015. In addition, the company must provide relevant engineering documentation, images, and 3D models or GA drawings, specifically presenting each of the design features and how they meet the requirements.
- 4.3. The CONTRACTING PARTY shall require the interested party to prove performance and quality compatible with the brands indicated as a reference, through the quality testing procedures established in Article 42 of Law No. 14,133/2021.
- 4.4. The Administration shall endeavor to have the Planning Team visit the shipyard during the construction of MOTORBOAT 01, on a date to be scheduled, preferably at the end of construction, in order to verify that MOTORBOAT 01, which will be the "model" motorboat for the production of the others, complies with this TR and its annexes. Prior verification is advisable in order to avoid future losses to the administration.
- 4.5. Before mass production and final delivery of the vessels, in order to verify compliance with the technical requirements defined in the Terms of Reference, the CONTRACTOR shall notify the Contracting Party in advance to present MOTORBOAT 01 at the company's factory or equivalent location, with the respective adaptations and graphics, in compliance with the technical specifications of the object, and the Contracting Party shall present an inspection report, signed by the company and Federal Police officials, in order to compare the minimum technical specifications required in this instrument and its Annexes at the time of final receipt. The report will serve as a document that will guide the receipt of the other vessels to be delivered.

- 4.6. The technical team responsible for this Term of Reference will evaluate MOTORBOAT 01 according to the criteria stipulated in the technical specifications and its annexes.
- 4.7. The daily expenses and travel costs of the Commissions shall be borne by the Federal Police.
- 4.8. After the contract is signed (for Brazilian companies) or the letter of credit is issued (for foreign companies), MOTORBOAT 01 must be presented within a minimum of 180 (one hundred and eighty) calendar days and a maximum of 270 (two hundred and seventy) calendar days from the date of issuance of the letter of credit.
- 4.9. The CONTRACTOR shall notify the Administration, at least 60 (sixty) calendar days in advance, of the availability of BOAT 01 for travel arrangements for the Planning Team and the Technical Area, and the date of the tests may be extended at the discretion of the Administration.
- 4.10. The evaluation team shall observe the technical criteria set forth in this Term of Reference and its annexes.
- 4.11. Any sub-item or item that refers to motorization, equipment, accessories, spare parts, etc., that contains the terms equivalent or superior/equal or superior and presents a brand/model different from Annex 1 technical specification notebook, a technical report or opinion from the product manufacturer must be presented confirming the equivalence/equality or superiority of that presented by the bidder, which will be analyzed by the technical team responsible for the contract.

Subcontracting

4.12. Subcontracting of the contractual object will not be permitted.

Contract guarantee

- 4.13. There will be no requirement for the contract guarantee of Articles 96 et seq. of Law No. 14,133 of 2021, for the reasons stated in the Preliminary Technical Study and for the reasons below:
- 4.13.1. These are watertight supply goods, whose incidence of defects is remedied by exchanging/replacing the goods in the event of verifiable defects in the plan or during the term of the contractual/technical guarantee. In addition, the provisional and final acceptance stages are filters applied to protect the Administration, which will not pay for materials received if they are found to be non-compliant.

Reservation of quotas for micro and small businesses:

4.13.2. Due to the purchase values and the specificity of the object, the case does not apply to the reservation of quotas for the hiring of micro and small businesses, given the risk of not meeting demand.

5. MODEL FOR EXECUTION OF THE OBJECT

Delivery Conditions

- 5.1. The total delivery period for the goods is 31 (thirty-one) months from the signing of the contract, in installments according to the delivery schedule set out in Annex 4 of these Terms of Reference.
- 5.2. The installments will be delivered within the following deadlines and conditions:

Parcela	Composição da parcela	Prazo de entrega na DPU BRASIL
1 ^a	1 (uma) unidades do item	10,5 MESES da Assinatura ASSINATURA DO CONTRATO
2ª	1 (uma) unidades do item	13,5 (treze e meios) meses da Assinatura do contrato
3ª	2 (duas) unidades do item	16, 5 (dezesseis meses e meio) da Assinatura do contrato
4 ^a	2 unidades do item	.18, 5 (dezoito meses e meio) da Assinatura do contrato
5ª	2 unidades do item	20,5 (vinte meses e meio) da Assinatura do contrato
6°	2 unidades do item	22,5 (vinte dois meses e meio) da Assinatura do contrato
7 ^a	2 unidades do item	24,5 (vinte e quatro meses e meio) da Assinatura do contrato
8ª	3 unidades do item	26,5 (vinte seis meses e meio) da Assinatura do contrato
9ª	3 unidades do item	28,5 (vinte e oito meses e meio) da Assinatura do contrato
10	3 unidades do item	31 (trinta e um meses) da Assinatura do contrato

- 5.3. If delivery on the specified date is not possible, the company must communicate the respective reasons at least fifteen (15) days in advance so that any request for an extension of the deadline can be analyzed, except in cases of unforeseeable circumstances and force majeure.
- 5.4. The goods must be delivered to the addresses listed in Annex 4 of this Term of Reference.

Warranty, maintenance, and technical assistance

- 5.5. ANNEX 3 of this Term of Reference and item 19 of the Preliminary Technical Studies deal with the warranty for maintenance and technical assistance, namely: TECHNICAL WARRANTY; HULL AND SUPERSTRUCTURE WARRANTY; WARRANTY AND REVISIONS OF THE ELECTRICAL/HYDRAULIC SYSTEM; PAINT WARRANTY; ENGINE AND PROPULSION SYSTEM WARRANTY AND REVISIONS; ELECTRONIC AND NAVIGATION EQUIPMENT WARRANTY; LIFE-SAVING EQUIPMENT WARRANTY; TRANSPORT TRAILER WARRANTY; and PARTS AND REPLACEMENT SUPPLY WARRANTY.
- 5.6. The contractual warranty period for the goods, complementary to the legal warranty, shall be in accordance with the information provided in ANNEX 3 of this Term of Reference, for the period provided by the manufacturer, if longer, counted from the first business day following the date of final receipt of the item.
- 5.7. If the warranty period offered by the manufacturer is less than that established in this clause, the supplier shall supplement the warranty of the goods offered for the remaining period.

- 5.8. The warranty shall be provided with a view to maintaining the equipment supplied in perfect working order, without any additional burden or cost to the Contracting Party.
- 5.9. The warranty covers corrective maintenance of the goods by the Contractor itself or, if applicable, through authorized technical assistance, in accordance with specific technical standards.
- 5.10. Corrective maintenance is understood to be that intended to correct defects in the goods, including the replacement of parts, adjustments, repairs, and necessary corrections.
- 5.11. Parts that are faulty or defective during the warranty period shall be replaced with new, first-use, original parts that meet quality and performance standards equal to or higher than those of the parts used in the manufacture of the equipment.
- 5.12. Once notified, the Contractor shall repair or replace goods that are faulty or defective within 30 (thirty) business days from the date of notification.
- 5.13. The period indicated in the previous subitem may be extended once, for an equal period, upon written and justified request by the Contractor, accepted by the Contracting Party.
- 5.14. In the event of the above sub-item, the Contractor shall provide equivalent equipment, of equal or superior specification to that previously supplied, for temporary use by the Contracting Party, in order to ensure the continuity of administrative work during the execution of repairs.
- 5.15. Once the deadline for repairs and replacements has passed without the Contracting Party's request being met or the Contractor providing justification, the Contracting Party is authorized to hire another company to perform the repairs, adjustments, or replacement of the asset or its components, as well as to demand reimbursement from the Contractor for the respective costs, without this resulting in the loss of the equipment warranty.
- 5.16. The cost of transporting equipment covered by the warranty shall be the responsibility of the Contractor.
- 5.17. The legal or contractual warranty of the object has its own term of validity, independent of that established in the contract, allowing for the possible application of penalties in case of non-compliance with any of its conditions, even after the contract has expired.

6. CONTRACT MANAGEMENT MODEL

- 6.1. The contract shall be faithfully executed by the parties, in accordance with the agreed clauses and the provisions of Law No. 14,133 of 2021, and each party shall be liable for the consequences of its total or partial non-performance.
- 6.2. In the event of impediment, order to halt or suspend the contract, the execution schedule shall be automatically extended for the corresponding time, with such circumstances noted by means of a simple addendum.
- 6.3. Communications between the agency or entity and the contractor must be made in writing whenever the act requires such formality, with the use of electronic messages being permitted for this purpose.
- 6.4. The agency or entity may summon a representative of the company to take measures that must be complied with immediately.
- 6.5. After signing the contract, the agency or entity may summon the representative of the contracted company to an initial meeting to present the inspection plan, which shall contain information about the contractual obligations, inspection mechanisms, strategies for executing the object, the contractor's complementary execution plan, if any, the method for measuring results, and applicable sanctions, among others.

Inspection

6.6. The execution of the contract shall be monitored and supervised by the contract supervisor(s) or their respective substitutes.

Technical Supervision

- 6.7. The technical supervisor of the contract shall monitor the performance of the contract to ensure that all the conditions established in the contract are fulfilled, in order to guarantee the best results for the Administration.
- 6.8. The technical supervisor of the contract shall note in the contract management history all occurrences related to the execution of the contract, with a description of what is necessary to remedy any faults or defects observed.
- 6.9. If any inaccuracy or irregularity is identified, the technical supervisor of the contract shall issue notifications for the correction of the execution of the contract, determining a deadline for the correction.
- 6.10. The technical supervisor of the contract shall inform the contract manager, in a timely manner, of any situation that requires a decision or the adoption of measures that exceed his competence, so that he may take the necessary and remedial measures, if applicable.
- 6.11. In the event of occurrences that may prevent the execution of the contract on the agreed dates, the technical supervisor of the contract shall immediately notify the contract manager of the fact.
- 6.12. The technical supervisor of the contract shall notify the contract manager, in a timely manner, of the termination of the contract under his responsibility, with a view to timely renewal or extension of the contract.

Administrative Supervision

- 6.13. The administrative supervisor of the contract shall verify the maintenance of the contractor's qualification conditions, monitor the commitment, payment, guarantees, disallowances, and the formalization of addenda and amendments, requesting any relevant supporting documents, if necessary.
- 6.14. In the event of non-compliance with contractual obligations, the administrative supervisor of the contract shall act promptly to resolve the problem, reporting to the contract manager so that he or she may take the appropriate measures when it exceeds his or her authority.
- 6.15. In addition to the above, contract supervision shall comply with the following routines:
- 6.15.1. The technical team responsible for this Term of Reference will evaluate BOAT 01 (the model for the manufacture of the others) in accordance with items 4.4 to 4.6 of this Term of Reference, and based on the criteria stipulated in the technical specifications contained in ANNEX 1 of this Term of Reference;
- 6.16. The supervision referred to in this clause does not exclude or reduce the Contractor's liability, including to third parties, for any irregularity, even if resulting from technical imperfections, redhibitory defects, or the use of inappropriate or inferior quality materials, and, in the event of such irregularity, does not imply joint liability on the part of the Contracting Party or its agents, managers, and supervisors, in accordance with the terms of this contract.

Contract Manager

- 6.17. The contract manager is responsible for:
 - 6.17.1. coordinating the updating of the contract monitoring and inspection process containing all formal records of execution in the contract management history, such as work orders, incident reports, contract amendments, and extensions, preparing reports with a view to verifying the need for contract adjustments in order to meet the administration's objectives.
 - 6.17.2. monitor the records made by the contract inspectors of all occurrences related to the execution of the contract and the measures adopted, informing, if applicable, the higher authority of those that exceed their competence.
 - 6.17.3. monitor the maintenance of the contractor's qualification conditions for the purposes of committing expenses and payments, and note any problems that hinder the normal flow of settlement and payment of expenses in the contingent risk report.
 - 6.17.4. issue a document proving the assessment carried out by the technical, administrative, and sectoral inspectors regarding the fulfillment of the obligations assumed by the Contractor, mentioning its performance in the execution of the

contract, based on objectively defined and measured indicators, and any penalties applied, which must be included in the record of compliance with obligations.

- 6.17.5. take steps to formalize an administrative accountability process for the purpose of applying sanctions, to be conducted by the commission referred to in Article 158 of Law No. 14,133 of 2021, or by the agent or sector with jurisdiction to do so, as the case may be.
- 6.17.6. prepare a final report with information on the achievement of the objectives that justified the contract and any measures to be taken to improve the Administration's activities.
- 6.17.7. send the relevant documentation to the contracts department for the formalization of settlement and payment procedures, in the amount determined by the inspection and management under the terms of the contract.

7. ADMINISTRATIVE VIOLATIONS AND SANCTIONS

- 7.1. An administrative violation is committed, under the terms of Law No. 14,133, of 2021, by the Contractor who:
 - a) causes partial non-performance of the contract;
 - b) causes partial non-performance of the contract that causes serious damage to the Administration or to the functioning of public services or to the collective interest;
 - c) causes the total non-performance of the contract;
 - d) causes a delay in the performance or delivery of the object of the contract without justified reason;
 - e) submits false documentation or makes false statements during the performance of the contract;
 - f) commit fraudulent acts in the performance of the contract;
 - g) behave in an inappropriate manner or commit fraud of any kind;
 - h) commit a harmful act as provided for in Article 5 of Law No. 12,846, of August 1, 2013.
- 7.2. The following penalties shall be applied to the Contractor who commits the infractions described above:
 - 7.2.1. Warning, when the Contractor causes partial non-performance of the contract, whenever the imposition of a more severe penalty is not justified;
 - 7.2.2. Prevention from bidding and contracting, when the conduct described in items "b," "c," and "d" of the subitem above is committed, whenever the imposition of a more severe penalty is not justified;
 - 7.2.3. Declaration of ineligibility to bid and contract, when the conduct described in items "e," "f," "g," and "h" of the subitem above is practiced, as well as in items "b," "c," and "d," which justify the imposition of a more severe penalty.
 - 7.2.4. Fine:

- 7.2.4.1. Moratorium, for the infractions described in item "d," of 0.5% (half a percent) per day of unjustified delay on the value of the defaulted installment, up to a limit of 30 (thirty) days. Defaulted installment is understood to be the total value of an undelivered boat unit.
- 7.2.4.3. Compensatory, for the violations described above in items "e" to "h," of 10% (**ten percent**) to 15% (fifteen percent) of the contract value.
- 7.2.4.4. Compensatory, for total non-performance of the contract provided for above in item "c," from 20% (twenty percent) to 30% (thirty percent) of the contract value.
- 7.2.4.5. Compensatory, for the violation described above in item "b," from 20% (twenty percent) to 25% (**twenty-five** percent) of the contract value.
- 7.2.4.6. Compensatory, replacing the late payment penalty for the violation described above in item "d," from 0.5% (**half** a percent) to 2% (**two** percent) of the contract value.
- 7.2.4.7. Compensatory, for the violation described above in item "a," from 10% (ten percent) to 20% (twenty percent) of the contract value [except for the following violations also covered by this item:]
- 7.2.4.7.1. Specific items of partial non-performance include: lack of accessories, wear and tear and fragility of the paintwork, defects in the stability of the vessel, defects in the case of the vessel and/or failure to deliver the full quantity of items tendered, as well as failure to meet the warranty criteria highlighted in this Term of Reference and its ANNEX 3.
- 7.3. The application of the penalties provided for in this Term of Reference does not, under any circumstances, exclude the obligation to fully repair the damage caused to the Contractor.
- 7.4. All penalties provided for in this Term of Reference may be applied cumulatively with the fine.
- 7.5. Before the fine is applied, the interested party will be given the opportunity to defend themselves within fifteen (15) business days from the date of notification.
- 7.6. If the fine imposed and the applicable compensation exceed the amount of any payment owed by the Contractor to the Contractor, in addition to the loss of that amount, the difference shall be deducted from the guarantee provided or shall be collected through legal action.
- 7.7. The fine may be collected administratively within a maximum period of thirty (30) days from the date of receipt of the communication sent by the competent authority.
- 7.8. The sanctions will be applied in an administrative proceeding that ensures the Contractor's right to a fair hearing and full defense, in accordance with the procedure provided for in the caput and paragraphs of Article 158 of Law No. 14,133, of 2021, for penalties of disqualification from bidding and contracting and declaration of ineligibility to bid or contract.
 - 7.8.1. To ensure full defense and the right to be heard, notifications will be sent electronically to the email addresses provided in the commercial proposal, as well as those registered by the company in SICAF.
 - 7.8.2. The email addresses provided in the commercial proposal and/or registered with SICAF will be considered to be in continuous use by the company, and no claim of ignorance of communications proven to have been sent to them will be accepted.
- 7.9. The following will be considered when applying sanctions:
 - 7.9.1. the nature and severity of the violation committed;
 - 7.9.2. the peculiarities of the specific case;
 - 7.9.3. aggravating or mitigating circumstances;

- 7.9.4.the damages resulting therefrom to the Contractor; and
- 7.9.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the control bodies.
- 7.10. Acts classified as administrative offenses in Law No. 14,133, of 2021, or in other laws on bidding and contracts in the Public Administration that are also classified as harmful acts in Law No. 12,846, of 2013, shall be investigated and judged jointly, in the same case files, in accordance with the procedural rules and competent authority defined in the aforementioned Law.
- 7.11. The legal personality of the Contractor may be disregarded whenever it is used in abuse of rights to facilitate, cover up, or conceal the practice of illegal acts provided for in this Term of Reference or to cause confusion regarding assets, and, in this case, all effects of the sanctions applied to the legal entity shall be extended to its administrators and partners with administrative powers, to the successor legal entity or to the company in the same industry with a relationship of affiliation or control, de facto or de jure, with the Contractor, observing, in all cases, the right to a fair hearing, full defense, and the requirement of prior legal analysis.
- 7.12. The Contracting Party shall, within a maximum period of fifteen (15) business days from the date of application of the sanction, report and keep updated the data relating to the sanctions applied by it, for the purposes of publication in the National Register of Reputable and Suspended Companies (CEIS) and the National Register of Punished Companies (CNEP), established within the scope of the Federal Executive Branch.
 - 7.12.1. Penalties must be recorded in SICAF.
- 7.13. Penalties of disqualification from bidding and contracting and declarations of ineligibility to bid or contract are subject to rehabilitation in accordance with Article 163 of Law No. 14,133 of 2021.
- 7.14. The Contractor's debts to the Contracting Authority, resulting from administrative fines and/or indemnities, not registered as outstanding debt, may be offset, in whole or in part, against credits owed by that agency arising from this same contract or other administrative contracts that the Contractor has with the same Contracting Agency, pursuant to Normative Instruction SEGES/ME No. 26, of April 13, 2022.

8. MEASUREMENT AND PAYMENT CRITERIA

Receipt

- 8.1. The goods will be provisionally received, in summary form, upon delivery, together with the invoice or equivalent billing instrument, by those responsible for monitoring and supervising the contract, for the purpose of subsequent verification of their compliance with the specifications contained in the Terms of Reference and in the proposal.
- 8.2. Goods may be rejected, in whole or in part, even before provisional receipt, when they do not comply with the specifications contained in the Terms of Reference and in the proposal, and must be replaced within 180 (one hundred and eighty) days from the notification of the contractor, at its expense, without prejudice to the application of penalties.
- 8.3. Final acceptance shall occur per unit of goods, after the acceptance tests highlighted in Annex 2 of these Terms of Reference, within ten (10) business days from receipt of the invoice or equivalent billing instrument by the Administration, after verification of the quality and quantity of the material and subsequent acceptance by means of a detailed statement.
- 8.4. The deadline for final acceptance may be exceptionally extended, with justification, for an equal period, when there is a need for measures to verify compliance with contractual requirements.
- 8.5. In the event of a dispute over the execution of the object, in terms of size, quality, and quantity, the provisions of Article 143 of Law No. 14,133 of 2021 shall be observed, and the company shall be notified to issue an invoice for the undisputed portion of the execution of the object, for the purposes of settlement and payment.
- 8.6. The deadline for the Contractor to resolve inconsistencies in the execution of the object or to correct the invoice or equivalent billing instrument, verified by the Administration during the analysis prior to the settlement of expenses, shall not be counted for the purposes of final receipt.

- 8.7. Provisional or final acceptance shall not exclude civil liability for the soundness and safety of the goods or ethical and professional liability for the perfect performance of the contract.
- 8.8. The activities of assembly, installation, and any others necessary for the operation or use of the goods shall be borne by the Contractor and are a condition for receipt of the object.

Settlement

- 8.9. Upon receipt of the invoice or equivalent billing document, there shall be a period of ten business days for settlement purposes, in accordance with this section, extendable for an equal period, pursuant to Article 7, §3 of SEGES/ME Normative Instruction No. 77/2022.
- 8.10. The deadline referred to in the previous item shall be reduced by half, with the possibility of extension remaining, in the case of contracts arising from expenses whose values do not exceed the limit referred to in item II of Article 75 of Law No. 14,133, of 2021.
- 8.11. For settlement purposes, the competent sector shall verify whether the invoice or equivalent billing instrument presented contains the necessary and essential elements of the document, such as: 8.11.1. the expiration date;
 - 8.11.2. the date of issue;
 - 8.11.3. the contract details and the contracting agency;
 - 8.11.4. the respective contract execution period;
 - 8.11.5. the amount payable; and
 - 8.11.6. any applicable tax withholdings.
- 8.12. If there is an error in the presentation of the invoice or equivalent billing instrument, or a circumstance that prevents the settlement of the expense, it will be suspended until the Contractor takes corrective measures, with the deadline restarting after proof of regularization of the situation, at no cost to the Contracting Party;
- 8.13. The invoice or equivalent billing instrument must be accompanied by proof of tax compliance, verified through an online consultation with SICAF or, if access to that system is not possible, through consultation of the official websites or documentation mentioned in Article 68 of Law No. 14,133 of 2021.
- 8.14. The Administration shall consult SICAF to:
 - 8.14.1 verify that the required qualification conditions are maintained;
 - 8.14.2. identify possible reasons that prevent participation in bidding/contracting within the scope of the agency or entity, such as the prohibition of contracting with the Administration or with the Government, as well as indirect impediments.
- 8.15. If SICAF finds that the Contractor is in an irregular situation, written notification will be provided so that, within five (5) business days, the Contractor may regularize its situation or, within the same period, present its defense. The deadline may be extended once, for an equal period, at the discretion of the Contracting Party.
- 8.16. If the situation is not regularized or the defense is considered unfounded, the Contracting Party shall notify the agencies responsible for monitoring tax compliance of the Contractor's default, as well as of the existence of a payment to be made, so that the appropriate and necessary measures may be taken to ensure the receipt of its credits.
- 8.17. If the irregularity persists, the Contracting Party shall take the necessary measures to terminate the contract in the corresponding administrative proceedings, ensuring the Contractor's full defense.
- 8.18. If the object is effectively executed, payments will be made normally until a decision is made to terminate the contract if the Contractor does not regularize its situation with SICAF.

Payment term

8.19. Payment shall be made within ten (10) business days from the completion of the settlement of the expense, as per the previous section, under the terms of SEGES/ME Normative Instruction No. 77, of 2022.

8.20. In the event of a delay by the Contracting Party, the amounts owed to the Contractor shall be monetarily adjusted between the end of the payment term and the date of actual payment, by applying the IPCA monetary correction index for domestic companies and the updated currency exchange rate for foreign companies.

8.20.1. In the case of foreign companies that have caused the delay in delivery, failing to comply with the delivery schedule set forth in Annex 4 of this Term of Reference, the amount paid will be the currency exchange rate considering the date scheduled in the delivery schedule (Annex 4 to this Term of Reference).

Payment method

- 8.21. Payment will be made by bank order, to be credited to the bank, branch, and checking account indicated by the Contractor.
- 8.22. The date of payment shall be considered the date on which the bank order for payment is issued.
- 8.23. Upon payment, the tax withholding provided for in the applicable legislation will be made.
- 8.24. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established in the current legislation will be withheld at source when payment is made.
- 8.26. The Contractor who regularly opts for Simples Nacional, under the terms of Complementary Law No. 123, of 2006, will not be subject to tax withholding for taxes and contributions covered by that regime. However, payment will be conditional upon the presentation of proof, by means of an official document, that it is entitled to the favorable tax treatment provided for in the aforementioned Complementary Law.

Credit Assignment

- 8.27. Credit assignments will be subject to prior approval by the Contracting Party.
 - 8.27.1. The effectiveness of the credit assignment, in relation to the Administration, is subject to the execution of an addendum to the administrative contract.
 - 8.27.2. Without prejudice to the regular fulfillment of the contractual obligation to comply with all qualification conditions by the Contractor (assignor), the execution of the credit assignment amendment and the making of the respective payments are also subject to the assignee's tax and labor compliance, as well as certification that the assignee is not prevented from bidding and contracting with the Government, in accordance with the legislation in force, or from receiving tax or credit benefits or incentives, directly or indirectly, in accordance with Article 12 of Law No. 8,429, of 1992, under the terms of Opinion JL-01, of May 18, 2020.
 - 8.27.3. The credit to be paid to the assignee is exactly that which would be destined for the assignor (Contractor) for the execution of the contractual object, with all defenses and exceptions to payment and all other clauses that are exorbitant under common law applicable in the public law regime governing administrative contracts remaining absolutely unaffected, including the possibility of payment into a linked account or payment upon effective proof of the triggering event, where applicable, and the discounting of fines, disallowances, and losses caused to the Administration.
 - 8.28.4. The assignment of credit shall not affect the performance of the contracted object, which shall remain under the full responsibility of the Contractor.
- 8.29. The provisions of this section do not affect the credit operations referred to in SEGES/MGI Normative Instruction No. 82, of February 21, 2025, which are governed by it.

Adjustment

8.30. The prices initially contracted are fixed and non-adjustable until the final delivery date of the last object, according to the delivery schedule contained in Annex 4 of this Term of Reference.

<u>Justification for the adjustment:</u> As stated in the TR and the Technical Study, delivery will be in installments according to the delivery schedule, without price adjustments.

9. FORM AND CRITERIA FOR SELECTING THE SUPPLIER AND FORM OF SUPPLY

Form of selection and criteria for evaluating the proposal

9.1. The supplier will be selected through a BIDDING procedure, in the form *of an INTERNATIONAL AUCTION*, in ELECTRONIC form, with the *LOWEST PRICE* criterion being used for evaluation.

Form of supply

9.3. The supply of the object will be in accordance with Annex 4 of these Terms of Reference.

Price acceptability criteria

- 9.4. As this is a contract for price registration and the evaluation criterion is the lowest price, the maximum unit price acceptability criteria will be:
 - 9.4.1. Maximum unit values: in accordance with the reference values established in the table in item 1.1 of this Term of Reference.

Qualification requirements

9.5. For qualification purposes, interested parties must prove the following requirements:

Legal qualification

- 9.6. business corporation, single-member limited liability company (SLU) or company identified as a limited liability individual enterprise (EIRELI): registration of the articles of incorporation, bylaws or social contract in the Public Registry of Commercial Companies, under the responsibility of the Board of Trade of the respective headquarters, accompanied by supporting documentation from its administrators;[A6]
- 9.7. foreign business company: authorization to operate in Brazil, published in the Federal Official Gazette and filed with the Board of Trade of the federal unit where the branch, agency, subsidiary, or establishment is located, which will be considered its headquarters, in accordance with Normative Instruction DREI/ME No. 77, of March 18, 2020;
- 9.8. Foreign companies that do not operate in Brazil:
- 9.8.1. Tax ID number;
- 9.8.2. Qualification testimonial, proving through documents provided by private companies or public agencies that the company has expertise in supplying equipment equal to or superior to the object to be purchased;
- 9.8.3. Financial statements for the last fiscal year;
- 9.8.4. The sole paragraph of Article 70 of Law No. 14,133/2021 provides that foreign companies must submit documents demonstrating legal, technical, economic, and tax qualification, equivalent to those that would be required of a Brazilian company:
- 9.8.4.1. Example of equivalence of legal qualification document: A foreign company must prove its regularity by presenting documentation equivalent to the articles of incorporation of its country of origin;
- 9.8.4.2. Tax Qualification: Instead of the CNPJ, the foreign company may submit the tax identification number (Tax ID) of its country of origin, as stated in item 9.8.1 of these Terms of Reference.
- 9.8.5. Certificates of Good Standing: The foreign company must submit certificates equivalent to the bankruptcy and judicial reorganization certificate of its country of origin.
- 9.8.6. The documents initially submitted may be free translations. However, if the foreign company is the winning bidder, the documents will be required to be certified translations and apostilled, in accordance with Decree No. 8,660 of January 29, 2016, or consularized, for the purposes of signing the contract.
- 9.9. simple partnership: registration of the articles of incorporation in the Civil Registry of Legal Entities of the location of its headquarters, accompanied by supporting documents from its administrators;

- 9.10. Branch, subsidiary, or agency of a simple or business company: registration of the articles of incorporation of the branch, subsidiary, or agency of the simple or business company, respectively, in the Civil Registry of Legal Entities or in the Public Registry of Commercial Companies where it operates, with annotation in the Registry where the parent company is headquartered;
- 9.11. Law No. 12,690/2012 allows cooperatives to participate in bids for <u>services</u> that are provided for in their corporate purpose. That said, the possibility of cooperatives participating is eliminated, given that the purpose is the acquisition of permanent assets and not the contracting of services.
- 9.12. The documents submitted must be accompanied by all amendments or the respective consolidation.

Tax, social, and labor qualification

- 9.13. Proof of registration with the National Register of Legal Entities.
- 9.13.1. In the case of participation by foreign companies, they must submit a compatible document.
- 9.14. Proof of tax compliance with the National Treasury, by presenting a certificate issued jointly by the Brazilian Federal Revenue Service (RFB) and the Attorney General's Office of the National Treasury (PGFN), referring to all federal tax credits and the Federal Active Debt (DAU) administered by them, including those related to Social Security, pursuant to Joint Ordinance No. 1,751, of October 2, 2014, of the Secretary of the Federal Revenue Service of Brazil and the Attorney General of the National Treasury;
- 9.15. Proof of good standing with the Guarantee Fund for Length of Service (FGTS);
- 9.16. Proof of no outstanding debts before the Labor Court, upon presentation of a negative or positive certificate with negative effect, pursuant to Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943;
- 9.17. Proof of registration in the State or District taxpayer registry for the supplier's domicile or headquarters, relevant to its line of business and compatible with the contractual object;
- 9.18. Proof of good standing with the State or District Treasury of the supplier's domicile or headquarters, relating to the activity in which it contracts or competes;
- 9.19. If the supplier is considered exempt from taxes related to the contractual object, it must prove this condition by presenting a declaration from the respective Treasury of its domicile or headquarters, or other equivalent, in accordance with the law.

Economic and Financial Qualification

- 9.20. Certificate of no civil insolvency issued by the distributor of the domicile or headquarters of the interested party, in the case of an individual, provided that their participation in the bidding/contracting process is accepted, or of a simple partnership;
- 9.21. Certificate of no bankruptcy issued by the distributor of the supplier's headquarters;
- 9.22. balance sheet, income statement, and other financial statements *for the last two fiscal years*, already due and presented in accordance with the law, proving General Liquidity (LG), Current Liquidity (LC), and General Solvency (SG) ratios greater than 1 (one), obtained by applying the following formulas:

GL =	Current Assets + Long-Term Receivables	
	Current Liabilities + Non-Current Liabilities	
	Total Assets	
SG =	Current Liabilities + Non-Current Liabilities	

Current Liabilities

- 9.23. If the interested company presents a result lower than or equal to 1 (one) in any of the General Liquidity (LG), General Solvency (SG), and Current Liquidity (LC) indices, a minimum capital of 10% (ten percent) of the total estimated value of the contract will be required for qualification purposes.
- 9.24. The indicators set above must be achieved in each of the last two fiscal years, under penalty of disqualification;
- 9.25. The documents referred to above shall be limited to the last fiscal year if the legal entity has been incorporated for less than two (2) years;
- 9.26. The documents referred to above shall be required based on the limit defined by the Brazilian Federal Revenue Service for the transmission of Digital Accounting Records (ECD) to Sped.
- 9.27. Companies created during the financial year of the tender/contracting process must meet all qualification requirements and may replace their financial statements with the opening balance sheet.
- 9.28. Compliance with the economic indices provided for in this item must be certified by a statement signed by a qualified accounting professional and submitted by the supplier.

Technical Qualification

- 9.39. For the purpose of proving technical and operational capacity, the bidder must submit Certificates of Technical Capacity, issued by a national or international public legal entity (in which case the document must comply with the rules for the recognition of international documents in national territory by the Public Administration), proving the supply of boats compatible with characteristics equal to or superior to those of the object being bid on and in a minimum quantity of ten (10) units or a quantity greater than the total quantity of the item offered.
- 9.30. For equivalence purposes, semi-rigid vessels used by the police, coast guard, rescue services, or military, with aluminum hulls between 7.5 m and 12 m in length and outboard motors, will be considered.
- 9.31. Proof of supply of at least ten (10) units or a quantity greater than the total quantity of the item offered is necessary in view of the high value of the goods and their specificity, namely: a vessel for use in police, coast guard, interception, surveillance, or military activities, which is not a vessel originating from sports and recreational activities, and/or modified or adapted sports and recreational vessels.
- 9.32. Also for verification purposes, the certificates must refer to contracts executed with the following minimum characteristics (all on the same vessel): semi-rigid vessels made of naval aluminum with floats, for use by the police, coast guard, interception, surveillance, or military; cockpit; propulsion by outboard motor compatible with the request in this term of reference and annexes; vessel size of at least 7.5 meters, not including engines (ISO 8666:2002 small vessels).
 - 9.32.1. Foreign companies shall meet the requirement by submitting, at the time of signing the contract or accepting an equivalent instrument, an application for registration with the competent professional body in Brazil.
- 9.33. Proof of aptitude for the supply of similar goods, of equivalent or greater technological and operational complexity than the object of this contract, or the relevant item, by presenting certificates or attestations issued by public or private legal entities, or by the competent professional council, where applicable.
- 9.34. The request for certificates issued by public or private legal entities, duly registered with the competent professional entities, is due to the fact that the vessels, which are the subject of the tender, are for police use, i.e., boarding and interception.
- 9.35. Certificates relating to sports and recreational vessels, and/or sports and recreational vessels modified only in terms of paintwork and graphics, and/or prototypes will not be accepted. A prototype is understood to be something made for the first time, often copied or imitated; printed on websites, pamphlets, catalogs, which were designed in computer programs such as Corel, Adobe, or AutoCAD, but were never actually produced. Or even produced, but never sold

- 9.35.1. For the purposes of the proof referred to in this subitem, the certificates must relate to contracts executed with the following minimum characteristics:
 - 9.35.1.1. Prove that the vessel is manufactured by a shipbuilding company and/or boat builder and that it is the owner of the design or has the right to use the design presented in the proposal. To this end, it must submit documentation demonstrating that it is classified by the government of the location of its activities as a Shipbuilder and/or Boat Builder and that the design is registered with the competent authority;
 - 9.35.1.2. The Company must provide a certificate of existence, registration, or letter from the government of the location of its manufacturing facilities, declaring that it is a company registered as a shippard that builds boats or ships.
 - 9.35.2. For the purposes of proving the minimum quantity required, the presentation and sum of different certificates relating to contracts executed concurrently will be accepted.
 - 9.35.3. Technical capacity certificates may be submitted on behalf of the supplier's parent company or subsidiary.
 - 9.35.4. The supplier shall provide all information necessary to prove the legitimacy of the certificates, presenting, when requested by the Administration, a copy of the contract that supported the hiring, the current address of the Contractor, and the location where the contracted object was executed, among other documents.
 - 9.35.5. For domestic suppliers: proof of compliance with the vessel manufacturing requirements established in Decree Law No. 244/1967, Law No. 9,432/1997, and Law No. 14,301/2022.
 - 9.35.6. Foreign companies must prove compliance with the international standards and conventions of the International Maritime Organization (IMO) that establish minimum global standards, and may prove compliance with at least one convention, such as SOLAS, MARPOL, STCW, or another equivalent convention of the country of origin.

General provisions on qualification

- 9.36. When foreign companies that do not operate in the country are allowed to participate, the qualification requirements will be met by means of equivalent documents, initially presented in free translation. However, if the foreign company is the winning bidder, the documents will be required, with a certified translation and apostille, in accordance with Decree No. 8,660 of January 29, 2016, or consularized, for the purpose of signing the contract.
- 9.37. In the event that the supplier is a foreign company that does not operate in Brazil, for the signing of the contract and the price registration minutes, the documents required for qualification shall be translated by a certified translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any other decree that may replace it, or certified by the respective consulates or embassies.
- 9.38. Qualification documents indicating different CNPJ/CPF numbers will not be accepted, except those legally permitted.
- 9.39. If the supplier is the parent company, all documents must be in the name of the parent company, and if the supplier is the subsidiary, all documents must be in the name of the subsidiary, except for technical capacity certificates and those documents which, by their very nature, are proven to be issued only in the name of the parent company.
- 9.40. CNPJ registrations of parent and subsidiary suppliers with differences in document numbers relevant to the CND and CRF/FGTS will be accepted when the centralization of the collection of these contributions is proven.
- 9.41. After the qualification documents have been submitted, no replacement or presentation of new documents is permitted, except in the case of diligence carried out by the Administration to:
- a) supplement information in documents already submitted, provided that this is necessary to ascertain facts existing at the time of the opening of the tender, or
- b) to update documents whose validity has expired after the date of receipt of the proposals.

10. ESTIMATED CONTRACT VALUE

10.1. The total estimated cost of the contract, which corresponds to the maximum acceptable value, is R\$ 84,207,337.80 (EIGHTY-FOUR MILLION, TWO HUNDRED AND SEVEN THOUSAND, THREE HUNDRED AND THIRTY-SEVEN REAIS AND EIGHTY CENTS) distributed as follows, as stated in item 1.1 of these Terms of Reference:

GROUP 1								
ITEM	ОВЈЕСТ	UNIT VALUE ESTIMATED	QUANTITY	TOTAL ESTIMATED VALUE				
1	PATROL AND INTERCEPTION	N R\$ 3,893,333.33	21	R\$ 81,759,999.93				
2	TRAILER	R\$ 116,539.90	21	R\$ 2,447,337.90				
	GRAND TO	R\$ 84,207,337.80						

- 10.2. The cost estimate took into account the risk involved in the contract and its allocation between the Contracting Party and the Contractor, as specified in the risk matrix contained in the Contract.
- 10.3. As this is a Price Registry, the prices registered may be changed or updated as a result of any reduction in market prices or any fact that increases the cost of the goods registered, in the following situations:
 - 10.3.1. in the event of force majeure, unforeseeable circumstances, or acts of God, or as a result of unpredictable or predictable events with incalculable consequences that make it impossible to execute the agreement as agreed, pursuant to the provisions of item "d" of subsection II of the **caput** of Article 124 of Law No. 14,133, of 2021;
 - 10.3.2. in the event of the creation, alteration, or extinction of any taxes or legal charges or the supervening of legal provisions with proven repercussions on the prices recorded;

11. BUDGETARY ADEQUACY

- 11.1. The expenses arising from this contract shall be covered by specific funds allocated in the Federal Budget.
- 11.2. The indication of the budget allocation is postponed until the contract or equivalent instrument is signed.

12. FINAL PROVISIONS

12.1. The information contained in these Terms of Reference is not classified as confidential.

Brasília, November 28, 2025.

Identification and signature of the responsible employee (or team)

MARCELO JOAO DA SILVA

Competent authority

GLAUCO VANILSON URACHE VIEIRA

Member of the hiring committee

FERNANDO RODRIGUES DOS SANTOS

Member of the hiring committee

RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee

LUCIANO ANGELO SILVEIRA

Support team

GUTEMBERG DE JESUS RODRIGUES SILVA

Support team

13. ANNEX I Rules applicable to the instrument replacing the contract

that the boat be delivered in the same condition as when the training was carried out.

- 4.1.53. The CONTRACTING PARTY is responsible for the cost of fuel used during training, placement of boats at the training site, and provision of adequate classroom facilities, as necessary.
- 4.1.54. The CONTRACTED PARTY shall submit the training program to the CONTRACTING PARTY, which shall be evaluated for effective implementation.

5. TERMINATION OF THE CONTRACT

- 5.1. If the obligations are not fulfilled within the stipulated period, the term shall be extended until the object is completed, in which case the Administration shall arrange for the readjustment of the schedule set for the contract.
- 5.2. When the non-completion of the object referred to in the previous item is due to the fault of the Contractor:
 - 5.2.1. the Contractor shall be in default, and the respective administrative penalties shall apply; and
- 5.2.2. the Administration may opt for termination of the contract and, in this case, shall adopt the measures permitted by law for the continuity of the contract's execution.
- 5.3. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the established deadline, for any of the reasons provided for in Article 137 of Law No. 14,133/21, as well as amicably, ensuring the right to a fair hearing and full defense.
 - 5.3.1. In this case, Articles 138 and 139 of the same Law shall also apply.
- 5.3.2. A change in the company's corporate structure or a modification of its purpose or structure shall not give rise to termination if it does not restrict its ability to fulfill its purpose.
- 5.3.2.1. If the operation involves a change in the contracted legal entity, an addendum shall be formalized for subjective alteration.

- 5.4. Whenever possible, the termination agreement shall be preceded by:
 - 5.4.1. A balance sheet of contractual events already fulfilled or partially fulfilled;
 - 5.4.2. A list of payments already made and still due;
 - 5.4.3. Indemnities and fines.
- 5.5. Contract termination does not constitute an obstacle to the recognition of economic and financial imbalance, in which case compensation will be granted by means of a compensation agreement.
- 5.6. The contract may be terminated if it is found that the Contractor has a technical, commercial, economic, financial, labor, or civil relationship with an officer of the contracting agency or entity or with a public official who has performed a function in the bidding process, or who acts in the supervision or management of the contract, or who is their spouse, partner, or relative in a direct line, collateral line, or by affinity, up to the third degree.

6. OMISSIONS

6.1. Omissions shall be decided by the Contracting Party, in accordance with the provisions contained in Law No. 14,133 of 2021 and other applicable federal regulations and, subsidiarily, in accordance with the provisions contained in Law No. 8,078 of 1990 – Consumer Protection Code – and general rules and principles of contracts.

7. AMENDMENTS

- 7.1. Any contractual changes shall be governed by the provisions of Articles 124 et seq. of Law No. 14,133, of 2021.
- 7.2. The Contractor is obliged to accept, under the same contractual conditions, any additions or deletions that may be necessary, up to a limit of 25% (twenty-five percent) of the initial updated value of the contract.
- 7.3. Deletions resulting from an agreement between the contracting parties may exceed the limit of 25% (twenty-five percent) of the initial updated value of the contract.
- 7.4. Contractual amendments shall be made by means of an addendum, subject to prior approval by the Contractor's legal counsel, except in cases of justified need to anticipate their effects, in which case the addendum shall be formalized within a maximum period of one (1) month.
- 7.5. Records that do not characterize contractual amendments may be made by simple addendum, without the need to execute an addendum, pursuant to Article 136 of Law No. 14,133, of 2021.

8. JURISDICTION

8.1. The Federal Court in the Federal District, Judicial Section of Brasília/DF, is hereby designated to settle any disputes arising from the performance of the contract that cannot be settled by conciliation, pursuant to Article 92, paragraph 1, of Law No. 14,133, of 2021.

14. ANNEX II TERMS OF KNOWLEDGE AND AGREEMENT

ANNEX 8

By means of this instrument,	(identify the Contractor) declares that it is aware of and agrees to the provisions and
obligations set forth in the <i>Notice,</i> the Ter	ms of Reference, and the other annexes referred to in <i>Electronic Auction</i> No. xxxxx/2025,
and that it is responsible, under penalty of	law, for the accuracy and legitimacy of the information and documents presented during
the contracting process.	

Locat	tion-State,	of	of 20	

(Name and Position of Legal Representative)

15. Responsible Parties

All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of <u>Decree No. 10,543, dated November 13, 2020</u>.

Order: ORDER 64993373 - COMPORTOS/DPF/PF

LUCIANO ANGELO SILVEIRA

Member of the evaluation panel

Signed electronically on 12/04/2025 at 10:31:23.

Order: COMPORTOS/PF ORDER

RICARDO JOSE DA MOTA MOREIRA

Support team

Order: Planning team instructions (SEI 64991518)

FERNANDO RODRIGUES DOS SANTOS

Support team

Dispatch: Planning team instructions (SEI 64991518)

MARCELO JOAO DA SILVA

Member of the hiring committee

Order: Order DLOG/PF

LANDERSON DE ARAUJO BASTOS RAMOS

Support team



Signed electronically on 12/04/2025 at 10:46:54.

Order: Planning team instructions (SEI 64991518)

GLAUCO VANILSON URACHE VIEIRA

Support team

UASG 200334 Reference Term 152/2025

List of Attachments

Please note: Only files in the formats ".pdf", ".txt", ".jpg", ".jpeg", ".gif" and ".png" listed below are attached directly to this document.

- Attachment I Risk Map Patrol Boats and Interception LPI.pdf (251.95 KB)
- Annex II Draft Contract LPI.pdf (379.17 KB)
- Annex III ETP 200334-000062-2025 (5).zip (4.06 MB)
- Annex IV ANNEX 6 TO THE TR PROPOSAL TEMPLATE FOR FOREIGN COMPANIES.pdf (84.28 KB)
 - Annex V ANNEX 7 TO THE TR PROPOSAL TEMPLATE FOR DOMESTIC COMPANIES.pdf (74.07 KB)
- Annex VI ANNEX 1 TO THE TR TECHNICAL SPECIFICATIONS OF THE LPIs.pdf (14.6 MB)
- Annex VII ANNEX 2 TO THE TR SHIPMENT ACCEPTANCE TEST LPI.pdf (209.35 KB)
- Annex VIII ANNEX 3 TO THE TR GUARANTEES.pdf (206.77 KB)
- Annex IX ANNEX 4 TO THE TR DELIVERY SCHEDULE FOR PATROL AND INTERCEPTION VESSELS.pdf (208.82 KB)
- INTERCEPTION VESSELS.pdf (208.82 KB)
- Annex X ANNEX 5 TO THE TR TECHNICAL JUSTIFICATIONS.pdf (322.51 KB)
- Annex XI ANNEX 8 TO THE TR TRAINING RULES.pdf (48.01 KB)

10/15/2025, 5:53 p.m. SEI/PF - 141468673 - Annex



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION

ANNEX - 1

OF THE TERMS OF REFERENCE

TECHNICAL SPECIFICATIONS OF THE PATROL AND INTERCEPTION BOAT (LPI)

1. **MODEL OF THE OBJECT**

- 1. Multipurpose vessel for patrol and interception with road transport trailer.
- 1.2. It is a multipurpose semi-rigid vessel for coastal/river navigation, with its respective accessories, specially designed, manufactured, and certified for police patrols, boarding, and interceptions.
- 1.3. BOTTOM DESIGN:
 - 1.3.1. The hull design shall have a step in the transom for attaching the outboard motors.



(step in the transom)

- 1.3.2. Concave strakes/spray rails: The vessel shall have full-length, fully welded concave performance strakes. Perpendicular or 90-degree angled strakes shall be accepted, and the company shall demonstrate performance compatibility in the design.
- 1.3.3. Deck drainage: The design must include 3- or 4-inch scuppers, two at the bow and two at the stern. The decks must be completely self-draining without the need to move the vessel forward or backward.

- 1.3.4. Performance fins: The proposed boat may have performance fins incorporated into the design. If it has performance fins, they shall be marine class 5086, extruded, made of aluminum alloy welded to the side plate, just above the keel, just below the fenders. The fins shall be reinforced for greater support and longevity. The reinforcements and performance fins must not penetrate the watertight hull at any point. Designs without fins will be accepted, provided that a technical document demonstrates that their non-use does not influence the boat's performance.
- 1.4. Length of 7.5 m with a tolerance of 10% for greater length, not considering the step in the transom and the engines, for the purposes of vessel size;
- 1.5. Semi-rigid hull in naval aluminum;
- 1.6. The vessel must be made of matte black aluminum, and the floor must be covered with black 3M marine non-slip material or equivalent. Graphics must be presented on the side, as per item 17.
- 1.7. The vessel must meet the requirements of ISO 12217-1-2015, and the bidder must provide calculations showing how the proposed vessel complies with ISO 12217-1-2015.
- 1.8. Road transport trailer (trailer/tow truck) made of reinforced steel or reinforced aluminum, preferably with three (3) axles and its own wheels. Transport trailers must have the VIN (Vehicle Identification Number) engraved on the chassis in order to enable their registration with Brazilian traffic authorities.
- 1.9. Modified sports/recreational boats will not be accepted.
- 1.10. The boats must be delivered in perfect condition for use and operation, in accordance with the proposal submitted and the technical specifications required.
- 1.11. Certificate of registration with a Classification Society/Certification Entity that is reputable and recognized by the Brazilian Navy, which is the Brazilian Maritime Authority-AMB.

Brazilian Maritime Authority-AMB;

- 1.12. During the construction of the vessel, the parties (contractor and contractor) may propose changes to the design, provided that they do not compromise the structure of the original vessel or alter its certification as a patrol and interception boat. And that there is no cost for its inclusion in the original design (which could lead to an increase in the price of the commercial proposal) and it is formally agreed by both parties.
- 1.13. The equipment must be new (not used or reconditioned), the latest model on the market and the most up-to-date version for all *hardware* and *software* components, modular in construction (panels and "targa"), easily accessible and removable for maintenance.
 - 1.13.1. The equipment and engines must be manufactured in the year of delivery of the vessel or in the previous year.

2. OBJECT REQUIREMENTS, INCLUDING MINIMUM QUALITY REQUIREMENTS

2.1. All material shall be purchased in accordance with IN No. 01, dated January 19, 2010, Chapter III, Art. 5. I, II, III and § 1, except where said instruction does not apply.

3. VESSEL CERTIFICATION

3.1. In order to guarantee and safeguard the lives of Federal Police Officers, who operate in a wide variety of operational scenarios, given the large territorial extension of Brazil, research was conducted in the NATIONAL and INTERNATIONAL nautical market to ensure the acquisition of vessels manufactured to meet the demands of the Public Security sector (patrol boats). This avoids the purchase of vessels built to meet the needs of the recreational sports market, with superficial modifications and no police purpose, solely to meet the requirements of the tender notice.

- 3.2. Project/design "type approval certificate" or "Statement of Compliance" by DNV (Det Norske Veritas) as 1A HSLC (High Speed Light Craft) R3 PATROL BOAT (S) or by the American Bureau of Shipping as "Statement of Compliance" or "type approval certificate" for A1 HSC Riverine Naval Craft OE, AMS. The Classification Societies/Certification Entities mentioned here are examples (DNV, ABS). Any certification societies recognized by the Brazilian Navy and members of the International Association of Classification Societies (IACS) will be accepted.
- 3.3. For clarification, the mission of the Brazilian Federal Police is only up to 50 nautical miles from the safe harbor (offshore) and an equivalent classification for up to 50 nautical miles will be accepted.
 - 3.3.1. DESCRIPTION OF THE DNV REFERENCE: 1A, HSLC (High Speed Light Craft), R3, PATROL BOAT (S) based on DNV rules. If another Classification Society is used, the company must demonstrate equivalence by means of a technical report:
 - 3.3.1.1. 1A, HSLC (High Speed Light Craft), R3, Patrol Boat (S) or equivalent;

• 1A – This nomenclature indicates that the vessel will be certified taking into account

• the hull/motorization combination; HSLC (High Speed Light Craft) – The main objective of this requirement is to ensure that the vessel purchased is of the planing

type, meeting the speed versus displacement standards described in the standard;

R3 – Nomenclature indicating the service area in which the vessel can navigate, i.e., the

maximum distance it can navigate from a port or anchorage, in this case 50 to 100 nautical

miles from the Brazilian coast, taking into account sea conditions; PATROL BOAT (S) – The main objective of this requirement is to provide safety for the crew and other persons on board in adverse weather conditions. This includes the safety of the vessel itself. The "S" refers to the size of the vessel being less than 24 meters;

- 3.3.2. ABS A1 HSC Riverine Naval Craft OE, AMS being finalized and revised HSC or HSNC:
 - 3.3.2.1. HSC Riverine Naval Craft This notation shall be assigned to naval vessels with V/\sqrt{L} not less than 2.36 (1.3) that are intended to operate in rivers, harbors, and coastal lines with significant wave height restrictions of 0.5 m (1.6 ft) for the Operational Design Condition and 1.25 m (4.1 ft) for the Survival Design Condition. Riverine naval craft are limited to a maximum distance of 50 miles (50 miles) from the safe harbor. They are not authorized to undertake transoceanic voyages.
 - 3.3.2.2. Operational Envelope (OE) This notation is assigned to the vessel for which the structure has been reviewed based on the limitations given in a particular operational envelope. The operational envelope is given in terms of speed and significant wave height in the most unfavorable combination of wave length and direction. The operational package is generally approved during the review of the main structural drawings. The operational package must be part of the vessel's Operation Manual and must be used in the vessel's operational profile. The original equipment notation will be assigned to vessels intended to operate within the specified significant wave height vs. speed range.
 - 3.3.2.3. AMS is a classification notation that indicates that a ship's machinery, boilers, and systems have been constructed and installed under ABS inspection in accordance with the requirements of the ABS Rules. The AMS notation is intended for all new constructions of self-propelled vessels and marine units classified with ABS.
- 3.4. Certifications must be presented with the presentation of the first vessel, however, all vessels to be delivered must follow the same certification standard as the first.
- 3.5. The certification to be used in the manufacture of the vessel must be presented both in the initial proposal and in the proposal phase of the electronic auction.

4. GENERAL CHARACTERISTICS

- 4.1. New vessel, with a model corresponding at least to the date of the invoice and the commercial production line specially designed for police use;
 - 4.1.1. The model presented must be proven to have been manufactured and marketed for use in police or similar actions (sales already made);
 - 4.1.2. Boats intended for sports and recreation, and/or sports and recreation boats modified/adapted to act as police boats, will not be accepted without proof of construction for the purpose of acquisition;
 - 4.1.3. Multipurpose Police Vessel (patrol and interception);
 - 4.1.4. Semi-rigid hull constructed from marine aluminum;
 - 4.1.5. The vessel and its entire visible structure must be BLACK with a MATT finish, including the hull.

5. **GENERAL ATTRIBUTES**

- 5. The vessel must achieve, at a minimum, the following performance levels with regard to navigational safety and maneuverability:
 - 5.1.1. 40 knots, relative to the ground, under the following conditions:
 - 5.1.1.1. Vessel with tank(s) fully loaded;
 - 5.1.1.2. Total payload (900 kg), understood as equipment plus people;
 - 5.1.2. Range of at least 250 nautical miles at cruising speed.

6. SPECIFIC CHARACTERISTICS

- 6. Minimum capacity of eight (8) people, with four (4) seated;
- 6.2 Minimum payload capacity of 900 kg;
- 6.3 Semi-rigid (RIB)/multipurpose vessel;
- 6.4. Naval aluminum hull;
- 6.5. The vessel must have sacrificial anodes made of material compatible with naval aluminum;
- 6.6. Three marine-grade, maintenance-free gel batteries (each engine must have its own dedicated starter battery and there must be at least one battery for electronic equipment);
- 6.7. Two USB plugs, capable of charging up to two devices, IPX6, with closing cap, UV resistant, offering a minimum of 36W max output, equal to or greater than the brand/model: ROKK Charge Pro Waterproof dual USB



- 6.8. At least two independent bilge pumps, with a minimum flow capacity of 2,000 liters/hour each, with manual and/or automatic activation system, installed below deck;
- 6.9. Electric steering;

7.

- 6.10. Electronic joysticks, free of cables, for controlling the engines and reversers, in a visible manner;
- 6.11. Where possible, all electrical parts must use DEUTSCH (superior or equivalent) connectors, terminals, and accessories specifically designed for critical applications in harsh environments where dust, dirt, moisture, sea air, and vibration can contaminate or damage electrical connections and systems.



DECK, COCKPIT, AND T-TOP

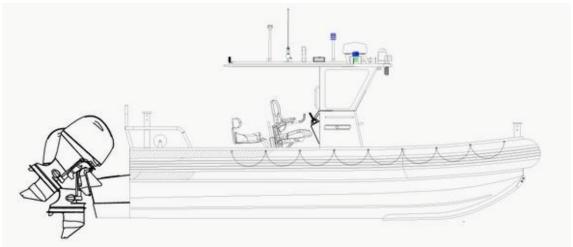
7.1. The deck must have a black 3M marine anti-slip system or equivalent, with automatic drainage, and the pilot and co-pilot seats must have a SHOXS TRAXS mounting system (equivalent or superior), creating an easy way to reposition the seats on the boat or remove them completely.



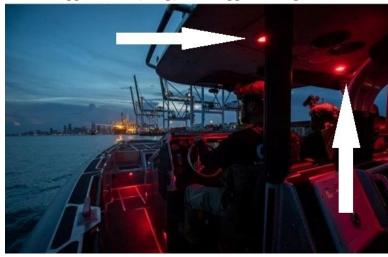




- 7.2. The cockpit must have a reinforced, transparent, tempered glass windshield at the front that does not cause optical distortion and must be at least 2.10 m (two meters and ten) high, measured from the main deck;
- 7.3. The vessel's T-top must have a matte black aluminum mast between 40 and 44 cm long with a white mast light, in accordance with RIPEAM, rule 21
- 7.4. It must be equipped with a cockpit and the entire upper cover (T-top) in marine aluminum, which must protect the four seats;



7.5. The upper cover (T-top) on its upper inner part must have LED lights with independent white and red switches on the panel, see example below:



7.6. The upper cover (T-top) on its outer parts (edges) must have handrails along its entire length, see example below:



7.6.1. The seats shall be distributed as follows:



Photo merely illustrative of the distribution of seats and the extension of the cover 7.6.1.1.

Four (4) seats in total, positioned behind the cockpit;

- 7.6.1.2. Two by two, based on the pilot and co-pilot.
- 7.6.1.3. Seats must be covered with non-slip material in the trunk installed in front of the control cabin, as well as two in the trunks installed in the stern mirrors.
- 7.6.2. The seats must have the following characteristics:

- 7.6.2.1. The pilot and co-pilot seats must have the (SHOXS TRAXS) system or equivalent; they must have shock absorption, which allows for safer navigation at high speeds;
- 7.6.2.2. The two rear seats in black aluminum shall have the SHOXS TRAXS system or equivalent, with shock absorption, in a jockey seat style;
- 7.6.2.3. Ergonomic design of seats with backrests, with the driver and co-driver seats reinforced and equipped with armrests;
- 7.6.2.4. Independent shock absorption for loads between 50 kg and 120 kg;
- 7.6.2.5. Seat manual in Portuguese
- 7.6.3. Reference model: SHOX 6300, SHOCKWAVE HIGH-BACK HELM SEAT SW-S2-1300, equivalent or superior (pilot and co-pilot) 02 (two) per vessel. The seats may have horizontal or vertical rail positions.

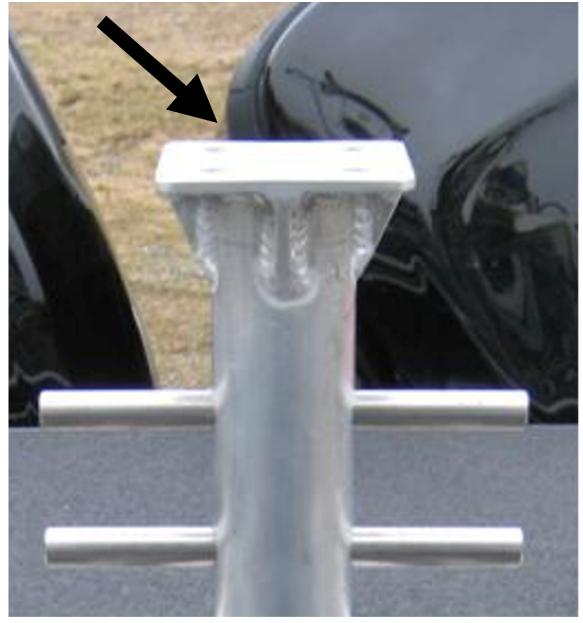


- 7.6.4. Have individually adjustable belts and a central quick-release buckle. They may be configured with fixed adjustable straps or with self-retracting inertial reels. (Pilot and co-pilot).
- 7.6.5. Jockey-style seats or passenger seats with 10 inches of suspension travel. Reference model: SHOX 5005 (crew) equivalent or higher 02 (two) per vessel.



- 7.7. Have a wide console;
- 7.8. Have integrated navigation and communication systems;
- 7.9. The pilot and co-pilot must have access to all navigation and communication equipment on the panel;
- 7.10. Mounting base for gun mounts:
 - 7.10.1. The vessel must have a structure fixed to the bow with four screws for mounting machine guns integrated into the front mooring post/bow weapon support, and at the stern, the same structure to the rear mooring post/stern weapon support designed to accommodate an MG-4/HK machine gun mount or similar for weapons up to 7.62mm NATO standard caliber. Only the foundations will be provided by the bidder; the mounts and ballistic bulkheads will be the responsibility of the FEDERAL POLICE OF BRAZIL.





8. **BOAT LENGTH**

8.1. Total length of 7.5 m with a tolerance of 10% greater, not considering the step in the transom and the engines, for the purposes of vessel size;

8.2. With regard to total length, the horizontal distance measured between the perpendiculars to a horizontal plane containing the bow-to-stern line of the vessel, passing through the extreme points of the vessel at the bow and stern. The total length is commonly referred to as wheel-to-wheel length.

9. **HULL TYPE - NAVAL ALUMINUM**

- 9.1. V-shaped hull with a deadrise angle of 23° or greater at the stern.
- 9.2. The aluminum alloys used for the construction of the hull of the vessel to be purchased: Naval aluminum alloy 5083/5086 or Naval aluminum alloy 6000 (should not be used below deck, as it is not corrosion resistant), must comply with DNV or similar or equivalent quality standards;
- 9.3. Black color with matte finish.

10. FLOATS

- 10.1. Floats (collar system): must be designed for flotation and stabilization, providing a level of redundant flotation above and beyond the watertight hull design. The collar system must be filled with foam. The specified foam must use lightweight expanded polyethylene and must be closed-cell to prevent water absorption, as well as chemically resistant to fuels and solvents. Collar systems filled only with air (without foam) will not be accepted.
- 10.2. The collar system must be removable by a mechanical fastening system and must not use any glue or adhesive as a fastening method. It must be resistant to punctures during boarding and maintain buoyancy in any situation.
- 10.3. The collar system must be coated with black CSM (formerly Hypalon)/Neoprene technical fabric, resistant to UV rays, abrasion, and chemical agents. It must have a central part with black "rubstrake" (rubber).
- 10.4. The collars must be combined with foam installed inside appropriate spaces in the hull, allowing the vessel to remain afloat in the event of accidental hull rupture (i.e., all parts of the vessel remain above the static waterline). Alternatively, the hull may be compartmentalized into several pressure-tested watertight sections in order to provide safety against water ingress, meeting the stability and buoyancy requirements of ISO 12217-1.
- 10.5. Depending on the type of technology used in the construction of the RIB (Rigid Inflatable Boat), with regard to 100% foam floats, the Federal Police purchasing committee will analyze any discrepancies between the vessel presented and the specifications described in this Term of Reference, always seeking the best cost-benefit ratio for the Administration and ease of maintenance.



Illustrative photo of the "rubstrike" Float Protection System

11. ENGINE AND FUEL SYSTEM

- 11.1. Dual 4-stroke engines with electronic fuel injection, each with a minimum power of 300 HP (reference model Mercury Sea Pro, equivalent or superior), black in color, intended for service use (service engines withstand a higher degree of wear), 01 rotating (starboard) and 01 counter-rotating (port).
- 11.2. Fuel system consisting of fuel tank(s) under the deck, with a total capacity of at least 600 (six hundred) liters, constructed of marine aluminum, with electronic fuel level indicator float (reference model: ISSPRO; US standard; model RA9509-ISS)
- 11.3. A digital panel must be installed on the control console, such as the Smartcraft system for each engine, which must indicate:
 - 11.3.1. Hour meter;

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- 11.3.2. Amperemeter for alternator current;
- 11.3.3. Lubricating oil pressure gauge;
- 11.3.4. Engine temperature gauge;

- 11.3.5. Fuel consumption gauge;
- 11.3.6. Speed indicator;
- 11.3.7. Voltmeter to indicate battery charge, one voltmeter for each battery;
- 11.3.8. Fuel tank capacity indicator;
- 11.3.9. Trim indicator;
- 11.3.10. Engine RPM indicator
- 11.4. The Smartcraft or similar system must display the information contained in the above sub-item and other more traditional information about the engine and fuel system on a single independent screen;
- 11.5. The motorization system must have a visual and audible alarm system for high cooling water temperature and low lubricating oil pressure for each engine;
- 11.6. The propellers must be made of stainless steel, with a pitch suitable for the characteristics of the vessel and the maritime and/or river conditions of each location, generating maximum performance in both initial acceleration and final speed;
- 11.7. The engines must be calibrated to work properly under the conditions of use, temperature, fuel, and lubricants in Brazil;
- 11.8. Engines and their systems must be capable of operating under any working conditions, whether continuous or intermittent; 11.9. All piping must be resistant to seawater;
- 11.10. All hoses connected to hull penetrations must have double clamps at both ends; ind
- 11.11. There shall be a marine aluminum structure to protect the stern engines.

12. ELECTRONIC THROTTLE CONTROLS FOR MULTIPLE ENGINES AND JOYSTICK

- 12.1. Digital Throttle and Shift (DTS) levers, equivalent or superior, Mercury Sea Pro reference model, in accordance with the proposal;
- 12. Cable-free levers for better performance and fuel consumption of the vessel.
- The engines must allow for joystick piloting (JPO) standard for Mercury engines.

13. NAVIGATION AND COMMUNICATION EQUIPMENT

- 13.1. All electronic assemblies must be secured, integrated, and installed in the navigation console (GARMIN OR EQUIVALENT).
- 13.2. They must be constructed with material compatible with marine aluminum (not generating oxidation, for example);
- 13.3. The visible parts of the equipment, its accessories, and peripherals must be dark in color, preferably black. 13.4. Reference models
- 2024 or more modern;
- 13.5. The vessel must have a marine VHF radio to comply with Maritime Authority standards (reference brand/model: IC M330G ICOM, or equivalent or higher), which shall be installed at the top of the wheelhouse and must have the MMSI already registered;

- 13.6. VHF antenna compatible with the installed VHF radio, with the smallest possible height, allowing for the maximum possible range;
- 13.7. GPS/Sonar/Echo sounder that are part of a single multifunctional system considered "state of the art," with integrated and interconnected display, with two 12" (twelve-inch) color screens and allowing individualized or shared (split) display of the systems (GPS/Sonar/Echo sounder), reference model, SONAR GARMIN GPSMAP 1222XSV, accompanied by the GPSMAP 1222XSV transducer, external antenna GPS/GLONASS antenna (or equivalent or superior);
- 13.8. A secondary digital marine instrumentation system must be installed on the control panel for speed, wind, geolocation, and other functions useful for navigation (reference model: GARMIN GPSMAP 723)
- 13.9. The vessel must have one (1) depth transducer (reference model: GARMIN GT51M-THP)
- 13.10. which should not be confused with the main multifunction system (GPS/Sonar/Echo sounder and Radar-18xHD Garmin or equivalent or superior);
- 13.11. Updated nautical charts of Brazil/South America, installed in the respective multifunctional systems (main and secondary), with periodic updates for the duration of the equipment warranties and the possibility of updating after the warranty period;
- 13.12. AIS system (reference model: Garmin AIS 800 Class B) that only receives signals and does not transmit. The company must deliver the boat with the registration completed.
- 13.13. All electrical parts of the vessel must use the DEUTSCH connector system (equal or superior), including the control panel, where possible.
- 13.14. Black LED navigation lights (navigation light body), reference model CPLREG 72' Hella NaviLED lights (or equivalent or superior);
- 13.15. Black LED nautical searchlight (body), with a minimum of 5,500 lumens, minimum illumination of 500 meters, color temperature 6500K (white), mounted on the roof of the cockpit, IP67 standard, waterproof and marine-rated, with 360° rotation + up & down with remote control fixed to the navigation console panel, reference model ACR RCL 75 (or equivalent or superior);
- 13.16.02 (two) pairs of fixed auxiliary nautical headlights, LED, one pair directed towards the bow and the other towards the stern of the vessel (night navigation), black (body), FLOOD lenses, color temperature 6500K (white), minimum luminous flux of 4,800 lumens, with a lighting distance of not less than 300 meters, waterproof and marine-grade, IP67 standard, operating voltage: 10VDC~30VDC, reference model/equivalent or higher, Bullpro ST516;
- 13.17. 02 (two) pairs of infrared headlights, black (body), one directed towards the bow and the other towards the stern of the vessel, wavelength of 940nm, reference model INFRARED ROK 40 (or similar);
- 13.18. Marine acoustic and visual signaling kit (strobe light/siren/loudhailer), with blue LED strobe light dome, with a minimum power of 200 Watts, reference models strobe light SHARK H BLEU SY142; siren INTAV SS. ITE 790 HS f53; loudhailer: ICON SP-MAR36 or equivalent or superior);
- 13.19. 01 (one) magnetic compass (reference model: RITCHIE F-83), with oscillation performed and deviation card to be supplied.

14. ACOUSTIC/VISUAL SIGNALING EQUIPMENT

- 14.1. Visual signal with dark blue dome;
- 14.2. Acoustic signal device, consisting of loudspeakers and siren, with a minimum power of 200 Watts (Strobelight/siren/loudhailer kit);
- 14.3. The control system for the visual and acoustic signals must be unique and allow both systems to operate independently;

14.4. The system controls must be highly resistant and easy for the operator to activate, as well as having the option of key illumination to facilitate nighttime viewing and allow the key illumination to be turned off when necessary.

15. **RESCUE EQUIPMENT**

- 15.1. 01 (one) set of pyrotechnic devices for coastal navigation;
- 15. 01 (one) circular lifebuoy securely fastened and easily accessible;
- 15.3. 04 (four) pairs of life jackets, per vessel supplied, (quantity referring to crew capacity) in MULTICAM or COYOTE color, designed to integrate with tactical vests or tactical belts that use the MOLLE (Modular Lightweight Load-carry Equipment) system, reference model Mustang survival or equal or superior (TACTICAL INFLATABLE SIDE POUCH PFD (AUTO HYDROSTATIC) Model:

MD1250. The current tactical and ballistic vests of NEPOM operators are compatible with this fastening system.



16. MOORING AND ANCHORING SYSTEM

- 16.1. Six (6) black mooring ropes, 10 meters each, flexible and of a thickness compatible with the dimensions and weight of the vessel;
- 16.2. One anchor with rope mooring, black, 50 meters per unit, according to the size and weight of the vessel;
- 16.3. Six (6) medium-sized fenders, black in color, all with protective covers (must have graphics) and cables for securing them to the vessel, both black in color;
- 16.4. 02 (two) lightweight and sturdy oars, black in color, in quantities and dimensions that allow propulsion in case of engine failure, attached to the inner side in a compact manner so as not to interfere with movement on the deck

17. **GRAPHICS**

- 17.1. The matte black paint scheme must be presented, with the necessary adaptations to the model and size of the vessel offered, at the time of submission of bids and must include the specification of the paints used, number of coats, thickness of dry films, and other data considered relevant.
- 17.2. The graphics on the vessels must be in accordance with Federal Police standards and must be adapted to meet the need for more discreet visibility in view of the covert nature of the work, without, however, detracting from the distinctive and characteristic appearance of the vessel.

17.3. NEPOM emblem - Applications of the NEPOM emblem (to be made available in a .cdr file) must be in sandblasted stainless steel on the front of the

vessel's navigation console.





NEPOM emblem - Applications of the NEPOM emblem (to be made available in a .cdr file) must be in sandblasted stainless steel, on the front of the vessel's navigation console

of the vessel



Illustrative and exemplary photo of graphics

- 17.4. Engine cowlings must be painted matte black (and not covered with stickers or wraps) without any stickers indicating the brand/model of the outboard motor.
- 17.5. The entire vessel, including the hull and internal parts, must be matte black, including stainless steel accessories and the body of lighting and navigation equipment.
- 17.6. The words "Federal Police NEPOM" must be painted in gray on the outside of the floats, from bow to stern.
- 17.7. The final graphic design of the vessels must be submitted for adjustment and approval by the commission up to three (3) months before or at an appropriate time by the winning company upon delivery of the final product.

18. **OTHER CHARACTERISTICS**

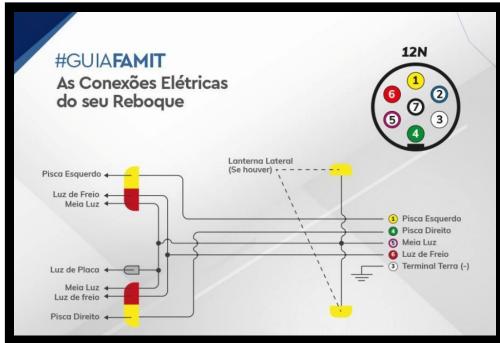
- 18.1. Preparation for towing another vessel with at least two (2) mooring points on its stern and one (1) mooring point on its bow to be towed.
- 18.2. Preparation for hoisting with at least three (3) hoisting points with hoisting straps that support the vessel, two (2) on the stern and one (1) on the bow.
- 18.3. Black stainless steel cover on the fuel tank and respective vent.
- 18.4. Fuel shut-off valve.
- One (1) 50 L or larger fresh water tank with folding hose and stainless steel shower head.

18.5.1. The hose must not be left loose on the deck.

19. **ROAD TRANSPORT TRAILER**

- 19.1. Road transport trailer (*trailer*) made of steel or naval aluminum, preferably with three (3) axles and its own wheels, with all the necessary characteristics to be a boat trailer (immersion in liquid waterproof lights, IP67 standard/water-resistant wheel bearings), intended for "road transport,"
- 19.2. Capable of safely transporting the purchased boat over long road distances and equipped with an independent braking system;
- 19.3. Must have a spare tire, wheel wrenches, stainless steel brakes, stainless steel cylinders, waterproof LED rear light, IP67 standard;
- 19.4. Must have four guides to assist in mooring the vessel when in the water;
- 19.5. Coupling system consisting of: coupling, locks, and safety chain, brake system activated by braking, and pole with hoisting ratchet;
- 19.6. It must be built in the same country where the boat is manufactured, so that there are no incompatibilities between the boat (weight and dimensions) and the transport trailer;
- 19.7. Tires suitable for heavy loads, designed for "road transport," adequate for the total weight of the boat and trailer, capable of safely supporting transport over long road distances. RETREADED TIRES WILL NOT BE ACCEPTED;
- 19.8. The electrical socket for connecting the trailer to the vehicle must comply with Brazilian traffic legislation and standards (7-pin connectors in accordance with ISO 1724);
- 19.9. The electrical connection between the transport trailer and the main vehicle must comply with Brazilian CONTRAN legislation.





Illustrative and exemplary photo of a road transport truck

- 19.10. Owner's manual and technical warranty in Brazilian Portuguese, printed and on recorded media.
- 19.11. The invoice and import declaration must contain the VIN/NIV numbers of the respective transport trailers;
- 19.12. The transport trailers must have the VIN (Vehicle Identification Number) engraved on the chassis;

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- 19.13. Labels, signs, and warnings used on the trailer must be in Portuguese.
- 19.14. The country of manufacture of the road transport trailer must be stated in the proposal.

20. **DESIGN AND CONSTRUCTION STANDARDS**

- 20.1. The intended vessel is a patrol boat, designed, developed, and marketed specifically to meet the demands of the Brazilian Federal Police.
- 20.2. The boats must be supplied complete and equipped with all the accessories necessary for their perfect functioning, in accordance with the quality standards already required and in accordance with the specifications contained in the annexes to the Terms of Reference;
- 20.3. All modules with identical functions must be interchangeable and easy to insert and remove between vessels.
- 20.4. Any sub-item or item that refers to motorization, equipment, accessories, spare parts, etc., that contains the terms equivalent or superior/equal or superior and is presented with a brand/model different from this annex, must be accompanied by a technical report from the product manufacturer confirming the equivalence/equality or superiority of the item presented by the bidder, which will be analyzed by the technical team responsible for the contract.

21. SPARE PARTS

- 21.1. 01 (one) set of navigation lights for each boat delivered, as equipped on the vessel;
- 21. 01 (one) stainless steel anchor, compatible with the weight of the vessel;
- 21.3 01 (one) set of "original factory" repair parts (basic maintenance *kit*) necessary for the maintenance of floats, provided that no intervention by the manufacturer is required, per vessel;
- 21.4. One (1) set of "original factory" tools (basic maintenance *kit*) necessary for retightening nuts, bolts, spark plugs, and basic repairs to the purchased vessel and motorization, which do not require intervention by the manufacturer, per vessel.
- 21.5. 02 (two) pairs of propellers with propeller pitch referring to the pair of engines to be purchased, per vessel.
- 21.6. 04 (four) pairs of black fenders, per vessel.
- The vessel must come with one (1) gray protective cover, large enough to cover and protect the entire vessel, including the engines.
- 21.8. One (1) spare set of fuses, by type and quantity, as used on the vessel;
- 21.9. One (1) starter key for each engine (spare keys), with a single circuit breaker for the engines.

22. MANUALS AND PLANS

- 22.1. The following manuals and plans, all in Portuguese, must be delivered:
 - 22.1.1. manual and plan/descriptive drawing with dimensions of the entire structure and hull
 - 22.1.2. manual for electrical and electronic equipment such as *chartplotter*, navigation lights, VHF radio, engine throttles, headlights, etc.
 - 22.1.3. manual for lifesaving equipment and life jackets
 - 22.1.4. 4-stroke engine manual

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22.1.9. road transport trailer manual

floating collar kit manual 22.1.10.

23. HIRING TEAM

- 23. Therefore, based on the above, especially with regard to the chosen market solution, which includes sustainability criteria and practices, the Planning Team designated by Ordinance No. 64991518/2025-DICON/CGAD/DLOG/PF considers that the purchase is feasible, as well as necessary to meet the needs and interests of the Administration.
- 23.2. All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of Decree No. 10,543, of November 13, 2020.

DPF MARCELO JOAO DA SILVA

Competent authority Requester Mat. P.F.:11.030 CONPORTOS/DPA/PF

EPF GLAUCO VANILSON URACHE VIEIRA

Member of the hiring committee Substitute requester Mat. P.F.:11.123 CONPORTOS/DPA/PF

APF FERNANDO RODRIGUES DOS SANTOS

Member of the hiring committee Technical member Mat. P.F.: 18,327 NEPOM/DPF/IJI/SC

APF RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee Substitute technical member Tax ID: 15,552

APF GUTEMBERG DE JESUS RODRIGUES SILVA

Support team
Head of inspection
Mat. P.F.:16.525
CONPORTOS/DPA/PF

EPF LUCIANO ÂNGELO SILVEIRA

Support team
Responsible for substitute supervision
Mat. P.F.:15.935
CONPORTOS/DPA/PF



Document signed electronically by Brasília, based on art. 6, § 1, of

LUCIANO ANGELO SILVEIRAFederal Police Clerk

, on 07/23/2025, at 3:51 p.m., according to the official time in

Decree No. 8,539 of October 8, 2015



The authenticity of this document can be verified on the wettpite/sei4.pf.gov.br/sei/controlador_externophp? acao=documento_conferir&id_gao_acesso_externo=0&cv=141468673&crc=5082CD0E

Verification code: 141468673 and CRC code 5082CD0E.

Reference: Case No. 08211.000263/2025-10 SEI No. 141468673

10/15/2025, 5:54 p.m. SEI/PF - 141317901 - Annex



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION

ANNEX - 2

TERMS OF REFERENCE VESSEL ACCEPTANCE

TEST - LPI

1. **ACCEPTANCE TESTS:**

- 1.1. The first vessel delivered (BOAT 01) shall be subjected to resistance tests in accordance with: NORMAM 5 (item 0332, d, 1 and 2) of the DPC Brazilian Navy Ports and Coasts Directorate (MARITIME AUTHORITY), combined with the international guidelines contained in LSA CODE 2010/IMO (7.1.-7.1.2.) and Resolution MSC 81/70 (item 7-7.3), with regard to fast rescue boats (semi-rigid).
- 1.2. The tests will be carried out at a location specified by the manufacturer, with all costs, resources, and equipment necessary being borne by the winner of the tender, and will be monitored by technical staff from the Public Administration.
 - 1.2.1. Acceptance tests on LANCHA 01 must be monitored by members of the committee responsible for developing this project.
 - 1.2.2. All equipment, accessories, and peripherals of the vessel must be installed during the tests and comply with Annex 01 of the TR technical specification notebook.
 - 1.2.3. The tests on the other boats will be carried out at the delivery location by designated employees after they have received prior training, and will be definitively certified by at least three employees designated by the competent local authority, according to the addresses in Annex 4 of the TR.
 - 1.2.4. The daily expenses and travel costs of the Federal Police employees will be paid by the company that wins the bidding process.
- 1.3. The tests must comply with the standards established by the certifying entities with regard to nautical tests.

2. **STABILITY**

2.1. **Test conditions:**

2.1.0.1. The vessel must maintain stability (positive freeboard) at any point on the vessel, even with all passengers concentrated on one side or at the bow.

- 2.1.1. Load condition during the test:
- 2.1.1.1. Full fuel (vessel with tanks completely full); 2.1.1.2. Total payload (900 kg), understood as equipment plus people;
- 2.1.2. **Result to be obtained:**
- 2.1.2.1. Satisfactory or Unsatisfactory

3. **FLOATABILITY:**

- 3.1. **Test conditions**:
 - 3.1.0.1. The vessel, even when filled with water, must remain positively or neutrally buoyant (keel above or at the waterline).
- 3.2. Load condition during the test:
 - 3.2.0.1. Full fuel (vessel with tanks completely full); 3.2.0.2. Total payload
 - (900 kg), understood as equipment plus people;
 - 3.2.0.3 Low speed navigation regime.
- 3.3. **Result to be obtained:**
 - 3.3.1. Satisfactory or Unsatisfactory.

4. **SPEED AND AUTONOMY:**

- 4.1. **Test conditions:**
 - 4.1.1. Navigation in calm waters.
 - 4.1.2. Route to be defined by the manufacturer;
 - 4.1.3. Speed and distance in relation to the ground (determined by GPS).
- 4.2. Test conditions with full payload:
 - 4.2.1. Full payload (900 kg), understood as equipment plus people;
 - 4.2.2. Full fuel (vessel with tanks completely full);
 - 4.2.3. Should reach 40 knots.

- 4.3. Range test conditions:
 - 4.3.1. Start the test with tanks fully filled and no possibility of refueling during the test;
 - 4.3.2. Total payload (900 kg), understood as equipment plus people;.
 - 4.3.3. It should travel 20 (twenty) US nautical miles (1,852 km).
 - 4.3.4. Minimum cruising speed of 20 knots at a maximum of 3,500 rpm;
- 4.4. **Results obtained:**
 - 4.4.1. Satisfactory or Unsatisfactory

5. ENGINE SHUTDOWN DUE TO CAPSIZING OR LACK OF HELMSMAN:

- 5.1. **Test conditions:**
 - 5.1.1. Reversal shutdown mechanism installed on each engine.
 - 5.1.2. Shutdown mechanism for both engines in case of lack of helmsman.
- 5.2. **Result to be obtained:**
 - 5.2.1. Satisfactory or Unsatisfactory
- 6. **PASSENGER TRANSPORT CAPACITY:**
 - 6.1. **Test conditions:**
 - 6.1.1. Minimum capacity of six (6) people, with four (4) people seated in shock mitigation seats;
 - 6.2. **Result to be obtained:**
 - 6.2.1. Satisfactory or Unsatisfactory.
- 7. **TOWING AND LIFTING:**
 - 7.1. **Test conditions:**
 - 7.1.1. Minimum capacity of six (6) people, with four (4) people seated on shock mitigation seats; 7.1.2. Full fuel (boat with tanks completely full);
 - 7.2. **Towing test conditions:**
 - 7.2.1. Towing a vessel of equal or greater weight than itself at a speed of 5 knots for 30 minutes without sustaining damage; 7.2.2. Be towed by a vessel of equal or greater weight than itself at a speed of 5 knots for 30 minutes without sustaining damage.

- 7.3. Lifting test condition:
 - 7.3.1. The vessel must be hoisted by a winch or similar equipment to a height of 5 meters above the ground for 5 minutes without suffering damage, using the hoisting straps that will be provided.
- 7.4. **Result to be obtained:**
 - 7.4.1. Satisfactory or Unsatisfactory

8. **ROWING PROPULSION:**

- 8.1. **Test conditions:**
 - 8.1.1. Minimum capacity of six (6) people, with four (4) people seated in shock mitigation seats; 8.1.2. Full fuel (vessel with tanks completely full);
 - 8.1.3. **Test conditions:**
 - 8.1.4. Without the aid of engines, the unit must be moved using only its organic oars.
- 8.2. **Result of the experiment:**
 - 8.2.1. Satisfactory or Unsatisfactory

9. REPLACEMENT OF PARTS DAMAGED IN THE TEST

- 9.1. Once the acceptance tests on BOAT 01 have been completed, the damaged parts, materials, or equipment will be replaced at the CONTRACTOR's expense, at no cost to the CONTRACTING PARTY.
- 9.2. The replaced parts, materials, or equipment must be new (unused and not reconditioned) and of an identical or more modern model than the replaced ones.

10. EQUIPMENT, ACCESSORIES, PERIPHERALS

10.1. General check to ensure that everything is in perfect working order, free of scratches, cracks, or any damage, and that the software is fully functional.

11. **CONTRACTING TEAM**

- 11.1. Therefore, based on the above, especially with regard to the chosen market solution, which includes sustainability criteria and practices, the Planning Team designated by Ordinance No. 64991518/2025-DICON/CGAD/DLOG/PF considers that the purchase is feasible, as well as necessary to meet the needs and interests of the Administration.
- 11.2. All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of Decree No. 10,543, of November 13, 2020.

DPF MARCELO JOAO DA SILVA

Competent authority

Requester

Mat. P.F.:11.030

CONPORTOS/DPA/PF

EPF GLAUCO VANILSON URACHE VIEIRA

Member of the hiring committee

Substitute applicant Mat.

P.F.:11.123

CONPORTOS/DPA/PF

APF FERNANDO RODRIGUES DOS SANTOS

Member of the hiring committee

Technical member

Mat. P.F.: 18,327

NEPOM/DPF/IJI/SC

APF RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee

Substitute technical member

Mat. P.F.: 15,552

10/15/2025, 5:54 p.m. SEI/PF - 141317901 - Annex

APF GUTEMBERG DE JESUS RODRIGUES SILVA

Support team

Head of inspection

Mat. P.F.:16.525

CONPORTOS/DPA/PF

EPF LUCIANO ÂNGELO SILVEIRA

Support team

Responsible for substitute supervision

Mat. P.F.:15.935

CONPORTOS/DPA/PF



Document signed electronically by Brasília, based on art. 6, § 1, of

LUCIANO ANGELO SILVEIR Aederal Police Clerk
Decree No. 8,539of October 8, 2015

, on 07/23/2025, at 4:00 p.m., according to the official time in



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Verification code: 141317901 and CRC code05327439

Reference: Case No. 08211.000263/2025-10 SEI No. 141317901



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION

ANNEX - 3

OF THE TERMS OF REFERENCE

GUARANTEES

1. **GUARANTEES**

- 1.1. The need for operating guarantees (validity, warranty, and technical assistance).
- 1.2. If the manufacturer's warranty exceeds the minimum warranty provided for in this instrument, the longer warranty shall always prevail.
- 1.3. The supplier shall replace any equipment delivered with manufacturing defects or that shows signs of tampering with quality or has undergone any changes in its characteristics.
- 1.4. All warranties must be specified in writing in Portuguese.
- 1.5. Upon delivery of the material, the CONTRACTOR shall provide a warranty certificate, counted from the date of issue of the invoice, by means of a specific document or annotation (printed or stamped) on the invoice.
- 1.6. The manufacturer's warranty coverage is limited to what is stated in the warranty terms for its products, without conflicting with the Brazilian consumer protection code;
- 1.7. In the event of a manufacturing defect during the warranty period, the CONTRACTOR shall be notified and shall, within a maximum period of thirty (30) calendar days from receipt of the notification, take all necessary steps to activate technical assistance, with a view to providing the appropriate replacement of the defective part, if applicable, at no cost to the CONTRACTING PARTY, including with regard to any removal costs;
- 1.8. Against manufacturing defects or premature wear and tear, not characterized as "misuse," for a period of twelve (12) months, including parts and services, at no cost to the Administration.

- 1.9. Due to the nature of the object to be purchased—vessels for police service—and the high amount of public funds used in the acquisition, it is reasonable to require a warranty for the hull, engine, and equipment.
- 1.10. Hull and Superstructure Warranty: Minimum warranty of 24 (twenty-four) months, which is standard practice in the market for this type of vessel, including all mandatory inspections provided for in the manufacturer's manual for this period, including parts and labor.
- 1.11. Electrical and Hydraulic System Warranty: Minimum warranty of 12 (twelve) months, including parts and labor.
- 1.12. Matte Black Paint Warranty: Minimum warranty of 24 (twenty-four) months for damage to the original paintwork of the vessel parts resulting from a defect in the paintwork;
- 1.13. Electronic and Navigation Equipment Warranty: Minimum warranty of 12 (twelve) months against malfunction, deterioration, and oxidation of electronic components, including parts and labor;
- 1.14. Life-saving Equipment Warranty: Minimum warranty as per the manufacturer's manual, not less than twelve (12) months, against malfunction, deterioration, and abrasion;
- 1.15. Transport Trailer Warranty: Minimum warranty of 24 (twenty-four) months, in accordance with market practice, against malfunction, deterioration, and corrosion, including parts and labor;
- 1.16. Vessel Parts Supply Warranty:
 - 1.16.1. At least fifteen (15) years for original parts, purchased and installed, with the possibility of retrofitting, from the date of sale recorded on the invoice.
 - 1.16.2. Authorized technical assistance must also be maintained for periodic maintenance during this period, with the exception that, after the contractual warranty, the costs of parts and maintenance will be borne by the Administration;
- 1.17. The other items in question not specified above must have a minimum warranty of 12 months.
- 1.18. The Federal Police will refuse to accept any item whose quality is compromised.
- 1.19. The Bidder must provide all replacement parts for the equipment to ensure its full operation, provided that they are covered by the warranty and within its term.

2. TECHNICAL ASSISTANCE

- 2.1. The Bidder must have technical assistance in Brazil and shall be responsible, at no cost to the Federal Police, for the periodic inspections provided for in the manufacturer's manual for the engines, hull, floats, and electronic equipment installed on the vessel, for the period covered by the warranty stipulated in this contract.
 - 2.1.1. This assistance is not to be confused with the supply of parts provided for in item 1.15 above.
- 2.2. The warranty includes replacement of parts and labor resulting from manufacturing defects or premature wear of parts during the warranty period.

- 2.3. Provide a technical call center, making it possible to open calls:
 - 2.3.1. via email address;
 - 2.3.2. Or internet portal (or application with the same purpose). At the time of opening the ticket, a unique identification number must be provided to the Federal Police. All tickets, as well as the measures taken, must be stored in the CONTRACTOR's system for ticket control. Access to this system must be available to the Federal Police upon request. In addition, open tickets may only be opened and closed after authorization by the Federal Police;
- 2.4. Any call closed without the consent of the Federal Police or without the problem having been actually resolved will be reopened and the deadlines will be counted from the original opening of the call, including for the purpose of applying the penalties provided for;
- 2.5. The ongoing activities carried out by NEPOMs are permanent and regular, essential to the implementation of public security policy. Such activities cannot be suspended without prejudice to the institutional missions assigned to the Union's maritime and river police. Therefore, it is necessary to adopt channels and means that allow any problems arising in the vessels to be acquired to be remedied as quickly as possible, as they are essential instruments for the exercise and performance of NEPOMs.
- 2.6. The MAXIMUM RESPONSE TIME for initial service (technical call/maintenance) will be up to 5 business days after the technical call is opened.
- 2.7. The MAXIMUM SOLUTION TIME (technical/maintenance call) will be up to 10 business days after the technical call is opened.

3. **CONCLUSION**

- 3.1. The product warranty, whether legal or contractual, is independent of the provisions of the contract, due to clear legal provisions, expressed in articles 119 and 120 of Law No. 14,133/2021.
- 3.2. It should be emphasized again: the supplier's liability is not waived in relation to any defects or hidden flaws that may be revealed in the goods received by the Administration. This means that the product warranty offered by the manufacturer must be fulfilled by the supplier, even in the absence of a contract term, and should not be included in its term, as it has its own separate term and cannot, ultimately, be classified as a future obligation.

4. **CONTRACTING TEAM**

- 4.1. Therefore, based on the above, especially with regard to the chosen market solution, which includes sustainability criteria and practices, the Planning Team designated by Ordinance No. 64991518/2025-DICON/CGAD/DLOG/PF considers that the purchase is feasible, as well as necessary to meet the needs and interests of the Administration.
- 4.2. All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of Decree No. 10,543, of November 13, 2020.

APF FERNANDO RODRIGUES DOS SANTOS

Member of the hiring committee
Technical member
Mat. P.F.: 18,327
NEPOM/DPF/IJI/SC

APF RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee
Substitute technical member
Mat. P.F.: 15,552



Document signed electronically by **FERNANDO RODRIGUES DOS SANT, Géderal Police Officer**, on 10/14/2025, at 11:35 a.m., according to the Brasília time, based on Article 6, § 1, of Decree No. 8,53,90f October 8, 2015.



Document signed electronically by RICARDO JOSE DA MOTA MOREIFRederal Police Officer , on 10/14/2025, at 11:30 a.m., according to the official time Brasília time, based on Article 6, § 1, of Decree No. 8,539bf October 8, 2015 .



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Verification code: 142881475 and CRC code6D9564BA

Reference: Case No. 08211.000263/2025-10 SEI No. 142881475



ANNEX - 4

PORT SECURITY COORDINATION

OF THE TERMS OF REFERENCE

DELIVERY SCHEDULE FOR PATROL AND INTERCEPTION VESSELS

1. CONDITIONS FOR DELIVERY OF MATERIALS (DEADLINES, LOCATIONS, AND INSTALLATION).

- a) Delivery shall be made in accordance with Incoterms standards, which define the roles of the seller and buyer in an international transaction.
- b) The International Trade Term INCOTERM to be adopted will be DPU Delivered At Place Unloaded.
- c) Customs bureaucracy will be handled by the contractor, who shall bear the costs of international transport insurance, international freight, customs clearance, and other applicable costs, taxes, and tariffs, considering the International Trade Terms INCOTERMS 2020 modality DPU Delivered At Place Unloaded as well as storage, handling, and transportation/freight costs to the place of delivery;
- d) The boats must be delivered to the locations below, on the road transport trailer (on the ground).
- e) It is mandatory that the INCOTERMS modality to be used is DPU: Delivered At Place Unloaded.

2. SHIPMENTS

- 2.1. The CONTRACTED company must deliver the Patrol and Interception Boats according to the schedule below by agency.
- 2.2. The CONTRACTED company must deliver 21 (twenty-one) Patrol and Interception Boats within 31 (thirty-one) months according to the schedule below:

EXECUTION OF CONSTRUCTI ON	DPU BRAZIL	LPI's	TOTAL ACCUMULATE D OF VESSELS DELIVERED
MONTHS	MONT HS	UNITS	UNITS
09	10.5	1	1
12	13.5	1	2
15	16.5	2	4
17	18.5	2	6
19	20.5	2	8
21	22.5	2	10

23	24.5	2	12
25	26.5	3	15
27	28.5	3	18
29	31	3	21

- 2.5. By mutual agreement between the parties (manufacturer and PF), the delivery deadline may be brought forward.
- 2.6. The delivery period for the goods is up to 31 (thirty-one) months from the signing of the contract (for Brazilian companies) or the issuance of the letter of credit (for international companies), in installments, according to the schedule, address, and quantities specified in this annex.
- 2.7. The last shipment may not exceed the delivery period of 31 (thirty-one) months, as specified in this annex.
 - 2.2.1. When submitting its proposal, the company must specify the average and single freight rate for all regions (North, Northeast, South, and Southeast), with the total amount being considered as the bid, since, for standardization purposes, the boats must be the same in all PF Units;
 - 2.2.2. The definition of the quantity and place of delivery of the boats will follow the Principle of Public Interest, with no need to maintain proportionality between regions or states.
 - 2.2.3. For the purposes of calculating freight, below is a table with the delivery addresses of the FEDERAL POLICE LPIs:

	UNIT	DELIVERY LOCATION	QUANTITY
1	NEPOM/DPF/IJI/SC - Special Maritime Police Unit of the Federal Police Station in Itajaí/SC	Av. Pref. Paulo Bauer, 755 - Centro, Itajaí - SC	1
2	NEPOM/SR/PF/ES - Special Maritime Police Unit of the Regional Superintendence of the Federal Police in Espírito Santo	Av Getúlio Vargas 242, Parque Moscoso, Vitoria - ES	1
3	NEPOM/DPF/GRA/PR - Special Maritime Police Unit of the Federal Police Station in Guaíra/PR	Av. Beira Rio, 55, Vila Velha Neighborhood, Guaíra/PR	1
4	NEPOM/SR/PF/SC - Special Maritime Police Unit of the Regional Superintendency Regional Superintendence of the Federal Police in Santa Catarina	Rua Quatorze de Julho, 310 - Estreito Florianópolis/SC	1
5	NEPOM/SR/PF/BA - Special Maritime Police Unit of the Regional Superintendency Regional Office of the Federal Police in Bahia	Av. Lafayete Coutinho, 1010, Salvador - BA	1
6	NEPOM/SR/PF/PE - Special Maritime Police Unit of the Regional Superintendency of the Federal Police in Pernambuco	Av. Engenheiro José Estelita, s/n, Cabanga, Recife-PE	1
7	NEPOM/SR/PF/RJ - Special Maritime Police Unit of the Regional Superintendence of the Federal Police in Rio de Janeiro	Av. Infante Dom Henrique, S/N - Glória, Rio de Janeiro - RJ	1
8	NEPOM/DPF/STS/SP - Special Maritime Police Unit of the Federal Police Station in Santos/SP	Av. Engenheiro Magalhães Gama, 400, Porto Ponta da Praia, Santos/SP. Between terminals 35 and 37.	1
9	NEPOM/SR/PF/MA - Special Maritime Police Unit of the Regional Superintendency Regional Superintendence of the Federal Police in Maranhão	Av. dos Portugueses s/nº, Porto do Itaqui, São Luís-MA	1
10	NEPOM/DPF/RGE/RS - Special Maritime Police Unit of the Federal Police Station in Rio Grande/RS	Rua Capitao-Tenente Heitor Perdigão, S/N - Centro, Rio Grande - RS	1
11	GEPOM/SR/PF/PA - Special Maritime Police Group of the Regional Superintendence of the Federal Police in Pará	Av. Júlio César, s/n - Souza, Belém - PA	1
12	GEPOM/DPF/SNM/PA - Special Maritime Police Group of the Federal Police Station in Santarém/PA	Av Cuiabá, s/n, Vera Paz Neighborhood, Santarém - PA	1
13	NEPOM/DPF/PNG/PR - Special Maritime Police Unit of the Federal Police Station in Paranaguá/PR	504 Benjamin Constant Street, Costeira neighborhood, Paranaguá/PR	1
14	NEPOM/DPF/FIG/PR - Special Maritime Police Unit of the Federal Police Station in Foz do Iguaçu/PR	Avenida Paraná, 3471 – Jardim Pólo Centro, Foz do Iguaçu/PR	1

15	GEPOM/DPF/TBA/AM - Special Maritime Police Unit of the Federal Police Station in Tabatinga/AM	Avenida do Turismo, Tarumã Road, Praia Dourada, Agente Mauro Lobo Branch, No. 40, Ponta Negra Neighborhood, Manaus-Am, Zip Code 69034650 Ponta Negra, Manaus-Am, Zip Code 69034650	1
16	GEPOM/DREX/PF/AP - Special Maritime Police Group of the Regional Superintendency Regional Superintendence of the Federal Police in Amapá	Intersection of the North-South and BR-210 highways, s/n - Infraero, Macapá - AP, 68908-910	1
17	GEPOM/DREX/PF/RN - Special Maritime Police Group of the Regional Superintendence Regional Federal Police Headquarters in Rio Grande do Norte	R. Dr. Lauro Pinto, 155, Lagoa Nova, Natal-RN - 59064-165	1
18	GEPOM/DREX/PF/RO - Special Maritime Police Group of the Regional Superintendence Regional Superintendence of the Federal Police in Rondônia	Av. Lauro Sodré, 2905 - Olaria, Porto Velho - RO, 76802-449	1
19	NEPOM/DREX/SR/PF/CE - Special Maritime Police Unit of the Regional Superintendency Regional Superintendence of the Federal Police in Ceará	Port Pier, Fortaleza - CE, 60180-415	1
20	GEPOM/DPF/CRA/MS - Special Maritime Police Unit of the Federal Police Station in Corumbá/MS	Praça da República, 51 - Centro, Corumbá - MS, 79301-140	1
21	GEPOM/DPF/CZS/AC - Special Maritime Police Group of the Federal Police Station in Cruzeiro do Sul/AC	R. de Minas Gerais, 350 - Do Telégrafo, Cruzeiro do Sul - AC,	1

2.8. Delivery will take place on business days between 9 a.m. and 5 p.m., with prior scheduling required at least 72 hours before delivery for goods originating in Brazil and 20 days for goods originating abroad.

3. **CONTRACTING TEAM**

3.1. All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of Decree No. 10,543, of November 13, 2020.

DPF MARCELO JOAO DA SILVA

Competent authority

Principal requester

Mat. P.F.:11.030

CONPORTOS/DPA/PF

EPF GLAUCO VANILSON URACHE VIEIRA

Member of the hiring committee

Substitute requester

Mat. P.F.:11.123

CONPORTOS/DPA/PF

APF FERNANDO RODRIGUES DOS SANTOS

Member of the hiring committee

Technical member

Mat. P.F.: 18,327

NEPOM/DPF/IJI/SC

APF RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee

Substitute technical member

Mat. P.F.: 15,552

APF GUTEMBERG DE JESUS RODRIGUES SILVA

Support team

Head of inspection

Mat. P.F.:16.525

CONPORTOS/DPA/PF

EPF LUCIANO ÂNGELO SILVEIRA

Support team

Responsible for substitute supervision

Mat. P.F.:15.935

CONPORTOS/DPA/PF



Document signed electronically by October 2015

LUCIANO ANGELO SILVEIRAFederal Police Clerk

, on 07/23/2025, at 4:11 p.m., according to the official time in Brasília, based on art. 6, § 1, of Decree No. 8,539of



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Reference: Case No. 08211.000263/2025-10 SEI No. 141318099



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION

ANNEX - 5

TECHNICAL JUSTIFICATIONS

1. **BOAT WARRANTY**

- 1.1. The guarantee will allow for greater efficiency and effectiveness in the use of vessels, as it will prevent them from being inoperative for too long due to defects or damage. It will also allow for faster replacement of parts, repairs, and exchanges, in accordance with the principles of efficiency, economy, and reasonableness. In addition, it will allow NEPOMs to have a vessel ready for immediate use.
- 1.2. The ultimate goal is the public good and the continued provision of an essential service, without avoidable interruptions. With this preventive measure, and with respect for the public purse, the use of which should benefit those under jurisdiction, the purpose of the bidding process will be fulfilled, preventing the substantial immobilization of assets in inoperative and expensive vessels.
- 1.3. Article 40, item III, and Article 92 of Law No. 14,133/2021 provide for the possibility of a guarantee established by contract, within the limits established by law or by the contract.
- 1.4. The average annual use of the equipment is 200 (two hundred) hours.
- 1.5. Hull and Superstructure Warranty: Minimum warranty of twenty-four (24) months, which is standard practice in the market for this type of vessel, including all mandatory inspections provided for in the manufacturer's manual for this period, including parts and labor;
- 1.6. The term of the administrative contract is established according to the time necessary for fulfillment of the object and respective payment by the Administration, not to be confused with the term of the technical warranty, which must be established based on the conditions practiced in the private sector, in accordance with market reality.
- 1.7. Furthermore, the minimum warranty period required in this process is the usual one for manufacturers, respecting the equality of all bidders and respecting custom as a subsidiary source of law.
- 1.8. Due to the nature of the object to be purchased vessels for police service and the high amount of public funds used in the acquisition, the warranty requirement is reasonable.

2. REQUIREMENT FOR QUALITY CERTIFICATION ISSUED BY A CLASSIFICATION/CERTIFICATION COMPANY

- Based on the principle that the main objective of the Federal Police, with the acquisition in question, is to purchase quality equipment aimed at safeguarding the lives of Federal Police officers operating on the borders (rivers) and at sea, research was conducted in the nautical market in search of a "tool" that would prove the manufacturing quality and operational capacity of a vessel intended for police use (police patrol boats PATROL BOAT) and to avoid the purchase of vessels designed to meet the needs of the recreational sports market (leisure), with superficial modifications to meet the requirements of the tender notice (e.g., leisure boat, with black paint and installation of police lights and sirens only).
- 2.2. The instrument of "class certification" was found, the purpose of which is to prove that a patrol vessel meets the requirements for continuous and intense operation in coast guard, patrol, and interception missions, sustaining high speeds even under severe weather conditions, in addition to certifying that it was built in accordance with international quality standards recognized by the International Maritime Organization IMO.
- 2.3. Thus, a study was conducted to clarify what a PATROL VESSEL is, what the role of a CLASSIFICATION SOCIETY is (e.g., *The American Bureau of Shipping (ABS)*, *Det Norske Veritas (DNV)*, *Germanischer Lloyd (GL)*, *Register Italian Navale (RINA)*, *Nippon Kaiji Kyokai ClassNK*, *and Russian Maritime Register of Shipping RS*, all of which are qualified to classify and certify the vessel desired by the PF) and the importance of CLASS CERTIFICATES for patrol vessels issued by them.
- 2.4. Preliminarily, considering the type of vessel desired by the PF a reliable boat intended for police work it should be clarified that most of the classification rules (quality standards) adopted by the renowned classification societies already mentioned originate from the International Safety Code for High-Speed Craft HSC Code, created by the International Maritime Organization IMO. These rules prescribe construction and operational safety criteria for high-speed merchant vessels, giving them greater assurance that they will reach their port of destination without polluting the environment and with mitigation of risks to the integrity of the crew and the vessel.
- 2.5. In terms of classification rules, the "standards" adopted by classification societies are not identical, but they have converging understandings and concepts based on the HSC Code and other international conventions, as already mentioned. An example of this is that, in the case of a patrol vessel, a boat designed and built according to the DNV Classification standard would be heavier than a vessel designed and built according to the rules applied by the ABS Classification standard. The other strict technical criteria required for the classification of a police vessel remain unchanged, since the Classification Societies monitor the entire construction of the vessel, from the choice of engines and nautical equipment to the determination of metal alloys and the type of welding to be used by a certified welder.
- 2.6. Thus, the endorsement (through relevant documentation) applied by a classification society recognized by the Brazilian Maritime Authority and a member of the International Association of Classification Societies (IACS) will assure the Federal Police that the vessel was built for police use in accordance with international safety and quality standards.
- 2.7. The Federal Police was careful not to create obstacles to the participation of companies in the auction, following the guidelines of the FEDERAL COURT OF ACCOUNTS Informative Jurisprudence on Bids and Contracts No. 60, thus maintaining broad competition.

3. **CERTIFICATION**

3.1. The instrument used in this contract to ensure that the vessels to be delivered meet these expected standards is CERTIFICATION.

- 3.1.1. Product certification has increasingly become a requirement in today's market, as a result of consumer demands for quality and fair prices.
- 3.1.2. Certification is of interest to manufacturers, consumers, and the government.
- 3.1.3. The advantage for the manufacturer in maintaining certification is that it allows and demonstrates a guarantee of the quality of the product it manufactures, assured by an independent entity, increasing product quality through constant testing and quality controls, and preventing accidents and environmental impacts.
- 3.1.4. Consumers, on the other hand, are able to obtain impartial information about the product, improve their selection criteria, and facilitate purchasing decisions, ensuring that products comply with quality standards established by regulations or other normative documents.
- 3.1.5. For the government, it serves as a regulatory mechanism for the circulation of certain products that affect consumer health and safety and the environment.
- 3.1.6. Just as a simpler product, such as a toy or a mask, needs certification, in this case provided by INMETRO, to attest to its quality to the consumer, we do not use INMETRO in this process, but rather an organization called by law (Maritime Authority Standard NORMAM 06) a Classification Society or Certification Company.

4. CLASSIFICATION AND CERTIFICATION SOCIETY - BRAZILIAN NAVY DELEGATION

- 4.1. The Brazilian Navy, through an ordinance, delegates its authority to Classification Societies or Certifying Entities to act on behalf of the Brazilian Government in implementing and supervising the correct application of the requirements of the International Conventions and Codes ratified by Brazil and relevant National Standards relating to navigation safety, the safeguarding of human life, and the prevention of environmental pollution.
- 4.2. When the Brazilian Navy, by delegation, authorizes these organizations to act on its behalf, they are referred to as Recognized Organizations (RO), as we will also refer to them from now on.
- 4.3. For the purposes of accepting the quality requirements of the boat to be purchased, in addition to being recognized by the Brazilian Navy, the RO must be a member of the International Association of Classification Societies (IACS), which is the International Association of Classification Societies.

Classification;

- 4.4. Each RO has its own regulations for certifying vessels, but these are equivalent to the regulations of other ROs, as all are required to perform services in Brazil in accordance with the provisions of NORMAM-06/DPC and other regulations of the Maritime Authority;
- 4.5. As there is a list of ORs, it is necessary to choose one as a standard so that we can list the references required for the vessel to be acquired; among the ORs, Det Norske Veritas DNV was chosen as a reference;
- 4.6. Therefore, all classification standards referenced in this technical study were issued by DNV, which will be used as a reference, without excluding the other Certification Bodies.

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10/15/2025, 5:58 p.m.

4.7. NORMAM 06, in its chapter 1, establishes the requirements and procedures for the recognition of Specialized Entities to act on behalf of the Brazilian Maritime Authority (AMB) in the regularization, control, and certification of vessels.

- 4.8. In this regard, Resolution MSC.349(92) defines a classification society (RO) as an organization that has been assessed by a Maritime Authority and found to comply with the guidelines set out in the RO Code, to act in the regulation, control, and certification of ships.
- 4.9. According to NORMAM 06, Classification and Certification Societies or Recognized Organizations (RO) are organizations with Delegated Competence established in accordance with the Maritime Authority's Rules for the Recognition of Classification Societies to act on behalf of the Brazilian Government in the implementation and supervision of the correct application of the requirements of the International Conventions and Codes ratified by Brazil and relevant National Standards relating to navigation safety, the safeguarding of human life, and the prevention of environmental pollution.
- 4.10. Thus, NORMAM 06 creates the following definitions, which, in my humble opinion, can be used as synonyms for an entity that purchases manufacturing quality, raw materials used, intended purpose, and other specificities in a vessel.
 - 4.10.1. Recognized Organization (RO) Specialized entity authorized to act on behalf of AMB in the regularization and control of vessels in aspects related to navigation safety, the safety of human life, and the prevention of environmental pollution.
 - 4.10.2. Classification Society An organization that has the proven ability to maintain a vessel under statutory certification and/or has the proven ability to maintain a vessel under its own class rules. Treated as an RO when recognized to act on behalf of the AMB.
 - 4.10.3. Specialized Entity for the purposes of the rules contained therein and <u>Law No. 9,537 of December 11, 1997</u> such as Classification and Certification Societies.
- 4.11. Broadly speaking, there is a difference between certification and classification. Certification is meeting the minimum standards established by the Brazilian Navy (maritime authority) in its standards (NORMAMs) and receiving the corresponding certificates. The "Certifier OR" does not have its own rules and only verifies the minimum requirements established by the maritime authority. Certification bodies do not monitor construction or assess the quality of the materials used. They only inspect the vessel when it is ready or in the final stages of completion.
- 4.12. The "Classification Classification Society," on the other hand, in addition to meeting the requirements necessary for "certification," also complies with specific construction and design rules of the Classification Societies. Classification involves analyzing the construction design and monitoring the construction to ensure compliance with the standards established by the Classification Society (and also with the requirements of the maritime authority) and, as a result, a better quality of the vessel received. The problem with classification is the relatively high cost, which significantly increases the final value of the product, especially in small vessels, as they have a lower market value and are not intended for crossings.
- 4.13. The website https://www.marinha.mil.br/dpc/sociedades-classificadoras provides a list of Classification Societies and Certification Entities recognized by the Brazilian Navy, which is the Brazilian Maritime Authority for the regularization, control, and certification of vessels:

NAME	TYP E	WEBSITE
American Bureau of Shipping	SC	<u>ABS</u>

SC	<u>BV</u>
SC	<u>BC</u>
SC	DNV-GL
SC	<u>LRB</u>
SC	<u>NKKB</u>
SC	<u>RINA</u>
SC	<u>RBNA</u>
EC	CBES
EC	<u>AUTOSHIP</u>
EC	ABS
EC	<u>RECORD</u>
EC	<u>AWS</u>
EC	JVC
EC	CBS
EC	<u>IBC</u>
	SC SC SC SC SC EC EC EC EC EC

5. **PATROL BOAT**

- 5.1. In view of the definition in the legislation, the concepts of classification societies were used to define what a fast patrol boat would be. Thus, the HSLC (*High Speed Light Craft*) classification standard used by DNV Classification (DNVGL-RU-HSLC, Pt.5, Ch.5, August 2021 Edition, p. 7) defines light and fast vessels as those intended for a range of services, such as pilotage, police, customs, rescue, and coast guard.
- 5.2. Similarly, the Germanischer Lloyd Classification Society (GL 2010, I Pt. 3, Ch.6, 2010 Edition, p. 1-1) classifies a patrol boat as a small navy, coast guard, or police vessel, smaller in size than a corvette, commonly involved in various border protection functions, including antismuggling, anti-terrorism, anti-piracy, and immigration law enforcement patrols. It is also often used for rescue operations and can be used as smaller maritime patrol vessels and larger *offshore* patrol vessels.

6. **CERTIFICATION PARAMETERS**

- 6.1. Companies have general standards as well as very specific certification standards for various types of vessels used for a wide range of purposes. The same will apply to the vessel to be purchased.
- 6.2. Among the general DNV standards (reference standard), we list below those that guarantee the quality required for the vessels to be purchased:
 - General vessel specifications;
 - Structural certification;
 - Certification for naval aluminum hulls;
 - Certification for manufacturing tests;
 - Certification for police patrol boats.
- 6.3. Below are the <u>specific standards</u> required, structure certified by DNV (reference standard):
 - 6.3.1. 1A, HSLC (High Speed Light Craft), R3, Patrol Boat (S) "HSLC R3 PATROL" or equivalent;
 - 6.3.2. **1A** This nomenclature indicates that the vessel will be certified taking into account the hull/motorization combination;
 - 6.3.3. **HSLC (High Speed Light Craft)** The main objective of this requirement is to ensure that the vessel purchased is of the planing type, meeting the speed versus displacement standards described in the standard;
 - 6.3.4. **R3** Nomenclature indicating the service area in which the vessel can navigate, i.e., the maximum distance it can navigate from a port or anchorage, in this case 50 to 100 nautical miles from the Brazilian coast, taking into account sea conditions;
 - 6.3.5. **PATROL BOAT (S)** The main objective of this requirement is to provide safety for the crew and other persons on board in adverse weather conditions. This includes the safety of the vessel itself. The "S" refers to the size of the vessel being less than 24 meters.

7. **CONCLUSION**

7.1. In this vein, it is concluded that, given the objective of acquiring a vessel intended for police missions, as provided for in the Federal Constitution, Article 144, § 1, and in the ISPS Code - SOLAS Convention, ratified by the Brazilian State, it is necessary to include in the public notice the requirement to present a class certificate issued by a Classification Society (duly recognized by AMB, as well as a member of the International Association of Classification Societies - IACS), in order to prove that the vessel to be acquired by the Federal Police is fit for purpose, having been designed and built in accordance with the "quality standards" described in international conventions recognized by the International Maritime Organization - IMO.

- 7.2. In other words, the "classification" of a vessel issued by a "classification society" proves that it meets the requirements for continuous and intense operation in coast guard, patrol, and interception missions, maintaining high speeds even under severe weather conditions, since all phases of the vessel's construction were monitored by highly specialized technical staff.
- 7.3. Thus, the winner of the tender must present a class certificate issued by a classification society (duly recognized by the Brazilian Maritime Authority AMB, as well as a member of *the International Association of Classification Societies* IACS) attesting to the classification (or equivalent classification).
- As this is a patrol boat, designed and built in accordance with the HSLC (High Speed Light Craft) Rules of DNV (Det Norsk Veritas), it would be heavier than a vessel designed and built in accordance with the requirements applied in ABS HSNC, while maintaining the other technical and evaluation criteria required by both classification societies.

8. **CONTRACTING TEAM**

8.1. All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of Decree No. 10,543, of November 13, 2020.

APF FERNANDO RODRIGUES DOS SANTOS

Member of the contracting committee
Technical member
Mat. P.F.: 18,327
NEPOM/DPF/IJI/SC

APF RICARDO JOSE DA MOTA MOREIRA

Member of the hiring committee Substitute technical member Mat. P.F.: 15,552

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- http://www.portogente.com.br/portopedia/Seguro Maritimo %28Transportes%29
- Maritime Authority Standards (NORMAM) http://www.dpc.mar.mil.br/normam/tabela_normam.htm

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Document signed electronically by RICARDO JOSE DA MOTA MOREIFRederal Police Officer , on 10/14/2025, at 11:27 a.m., according to the official time Brasília time, based on Article 6, § 1, of Decree No. 8,539bf October 8, 2015 .



Document signed electronically by **FERNANDO RODRIGUES DOS SANT, Géderal Police Officer**, on 10/14/2025, at 11:35 a.m., according to the Brasília time, based on Article 6, § 1, of <u>Decree No. 8,539 of October 8, 2015</u>.



The authenticity of this document can be verified on the https://www.br/sei/controlador externolog? acao=documento conferir&id gano acesso externo=0&cv=142840267&crc=C1CEFEBF

Verification code: 142840267 and CRC codeC1CEFEBF

Reference: Case No. 08211.000263/2025-10

ANNEX 6

TO THE TERMS OF REFERENCE

COMMERCIAL PROPOSAL TEMPLATE FOR IMPORTED EQUIPMENT

(preferably on company letterhead, to be completed in accordance with the item awarded to the winning company).

TO THE FEDERAL POLICE

PURCHASING DEPARTMENT - SECOM/DICON/CGAD/DLOG/PF

SCN Q. 4, Block C, 3rd Floor, Ed. Multibrasil Corporate - Federal Police Headquarters Building, Brasília/DF

Telephone: (61) 2024-8115

Brasília – DFCEP 70297-400

(Name/Company name), registered with t	the CNPJ	under	No.
(applicable only to Brazilian or foreign companies autho	orized to	opera	te in
Brazil), through its legal representative, Mr./Ms			
holder of Identity Card No	and	CPF	No.
, submits a proposal for:			
Currency of the Proposal:			

1/28/2025, 4:16 p.m. DESCRIPTION COMPLETE	OF	EQUIPMENT,	INCLUDINGV	VITH COUNT ORIGIN	TRY	- 14367 OF	4602 - Drafi	t Contract
MANUFACTURER, CATALOG	BRAND,	MOI	OEL,	CODE				
(A) QUANTITY: 21								
(B) UNIT CUSTOMS VALUE (US\$ or €)							
(C) PTAX EXCHANGE RATE C	F THE DC	DLLAR/EURO SALE	R\$ - US\$ or €					
[D} CUS CONVERTED (R\$) = [B x C]	TOMS		CUSTOMS			UNIT		
{E} IPI (R\$) = [D x (IPI RATE	0%)]							
{F} PIS (R\$) = [D x 2.10%]								
(G) COFINS (R\$) = [D x 9.65	%]							
D {H} ICMS (R\$) = [(D + E +	F + G) / (1 - ICMS TAX RATE	%) x (ICMS TAX	RATE %)]				
{I} UNIT COST OF OTHER	EXPENSE	S (R\$)						
{J} VALUE EQUALIZE reference value for prop		,	= [D + E g phase	+ F +	G +	Н -	+ I]	
{K} TOTAL EQUALIZED VA	ALUE (R\$)	= reference value	for proposal re	gistration	[A	Х	J]	
{L} UNIT reference value at the ti	UNIT me of sigr	CONTRACT	ED (R\$)	=	[D	+	I]	
{M} VALUE	TOTAL	CONTRACTED) (R\$)	=	[A	х	L]	

- DAY
 - TO DATE OF **PREVIOUS TRADING** AUCTION): https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes
- 2. The Converted Unit Customs Value corresponds to the unit price of the product presented in foreign currency after conversion to Brazilian currency (Real). (Source: http://www4.receita.fazenda.gov.br/simulador/glossario.html)
- 3. Cofins-Importação and PIS-Importação are federal social contributions for financing social security, levied on the importation of foreign products. These contributions provide equal tax treatment between goods produced in Brazil, which are subject to these contributions, and imported goods, which are taxed at the same rates as domestic goods. The calculation basis for both contributions is the customs value of the imported goods.

- 4. To prepare the proposal, the bidder must adopt the ICMS and IPI rates according to the NCM of each item, referenced in the attached table, extracted from the links http://static.fazenda.df.gov.br//arquivos/servico-661/tabela_aliquotas_icms_produto_01_04_2022.xlsx and https://www.gov.br/receitafederal/ptbr/ acesso-a-informacao/legislacao/documentos-e-arquivos/tipi.pdf, in addition to the IPI exemptions provided for in LAW No. 9,493, of 1997, and regulated in SRF NORMATIVE INSTRUCTION No. 112, OF DECEMBER 31, 2001, as well as any discrepancies found at the time of billing.
- 5. In the Unit Cost of Other Expenses field, the unit cost related to services that are not included in the customs value must be reported, such as: opening a letter of credit, customs clearance, storage, stevedoring, stowage and tonnage, domestic freight, and domestic insurance.
- 6. The Unit Value and Total Equalized Value (letters J and K) correspond to the sum of all unit costs identified for the product, in Brazilian reais, for equalization and reference purposes when registering the bid and during the bidding phase.
- 7. The Contracted Unit and Total Value (letters L and M) correspond to the sum of all unit costs identified for the product in Brazilian Reais, for reference purposes when entering into the contract.

The	value	total	value	proposal,	according to	the	letter	(M),	is	from
					(i	n num	bers and v	words).		
This p	proposal	is valid fo	r	() calend	dar day	s from th	e date of	its	
subn	nission. (N	NOT LESS	THAN 60	DAYS) Delive	ry deadline:					
Form			of		payment:					
Guar	antee:									

- a) We declare that the prices presented above already include all operating costs, social security, labor, tax, and commercial charges, including those arising from all acts necessary for customs clearance, comprising fees, tariffs, and taxes related to import licenses, customs clearance, unloading of the transport vehicle, customs storage, stevedoring, airport expenses, freight, and other necessary expenses, cargo handling costs, including, where applicable, third-party services or labor, due in the country of origin or in Brazil, as applicable, and other costs that may directly or indirectly affect the object of the bid, including indicating the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective highlight.
- b) We declare that we are aware that the omission of any expense or cost necessary for the perfect execution of the object of this contract will be interpreted as non-r existing or already included in the prices, and we cannot claim any additions after the delivery of the proposal.
- c) We declare that the proposal submitted fully complies with the specifications and conditions established in the terms of reference.

d) We declare that we accept additions or deletions of up to 25% (twenty-five percent) of the updated value of the Contract, in accordance with Law 14.133/2021.

Our company details are as follows:

Company								Name:		
CNPJ			(MF)					; No.:		
Representat	ive	(s)	Legal	(s)	with	powers	to	sign	; the ;	contract:
CPF:						ID:				;
Registration Address:	Sta									
Phone:									Ema	ail:
					; ZIP	code:				_;
and	City:								Stat	
							Bank:		_Checki	ng
account:					Branch:_		;.			
Place and da	ate:									
										_
Signature of	 f Legal	Repr	esentativ	ve						

Tax rates for each item

ITEM	DESCRIPTION	NCM	ICMS	IPI
01	MOTORBOAT	8903	22	0.0
2	TRAILER	8716.40.00	22	0

Source: <u>Siscomex</u>

THE ICMS TAX RATE WILL BE UNIFIED FOR THE PURPOSES OF THE SPREADSHEET AND

PROPOSAL Annex 7 to the TERMS OF REFERENCE

PROPOSAL TEMPLATE FOR DOMESTIC OR NATIONALIZED MATERIAL

(preferably on company letterhead, to be completed in accordance with the item awarded to the winning company).

TO THE FEDERAL POLICE

PURCHASING DEPARTMENT - SECOM/DICON/CGAD/DLOG/PF

SCN Q. 4, Block C, 3rd Floor, Ed. Multibrasil Corporate - Federal Police Headquarters Building, Brasília/DF

Telephone: (61) 2024-8115 Brasília – DFCEP 70297-400

Name/Company name),	registered with the CNP.	J under	No.
(applicable only to Brazilian or foreign	companies authorized to	opera	te in
Brazil), through its legal representative, Mr.	/Ms		,
holder of Identity Card No	and	CPF	No.
, submits a proposa	l for:		
Currency of the Proposal:			
ITEM:			
FULL DESCRIPTION OF THE EQUIPMENT, INCLUI	DING COUNTRY OF		
ORIGIN, MANUFACTURER, BRAND, MODEL, CAT	ALOG CODE		
{A} QUANTITY: 21			
{B} UNIT VALUE WITHOUT TAXES			
{C} IPI = [B x (IPI RATE 0%)]			
{D} PIS = [B x 2.10%]			
{E} CONFIS = [B x 9.65%]			
{F} ICMS = [(B + C + D + E) / (1 - ICMS RATE %) x	(ICMS RATE %)]		
$\{G\}$ UNIT VALUE WITH TAXES = $[B + C + D + E + F]$]		
{H} TOTAL VALUE WITH TAXES = [A x G]			

1. The Unit Value and Total Value with Taxes (letters G and H) correspond to the sum of all unit costs identified for the product, in Brazilian Reais, for reference

purposes in the registration of the proposal/bidding phase, and contract signing.

To prepare the proposal, the bidder must adopt the ICMS and IPI tax rates according to the NCM of each item, referenced in the attached table, extracted from the links http://static.fazenda.df.gov.br//arquivos/servico-661/tabela_aliquotas_icms_produto_01_04_2022.xlsx and https://www.gov.br/receitafederal/ptbr/acesso-ainformacao/legislacao/documentos-e-arquivos/tipi.pdf, in addition to the IPI exemptions provided for in LAW No. 9,493, of 1997, and regulated in SRF NORMATIVE INSTRUCTION No. 112, OF DECEMBER 31, 2001, as well as any discrepancies found at the time of billing.

The	total	total	of	proposal,	according to	the	lett	er (H),	is	from
							(in	number an	d	in
					spelled o	out).				
This p	proposal	is valid for		. () calend	lar da	ys fro	m the date o	f its	
subm	nission.		(NOT	LES	S THAN	TH	IAN	60		DAYS)
Dead	line		of		delivery:					
Form			of		Payment:					
Guar	antee:									

- a) We declare that the prices presented above already include all operating costs, social security, labor, tax, and commercial charges, including those arising from all acts necessary for customs clearance, comprising fees, tariffs, and taxes related to import licenses, customs clearance, unloading of the transport vehicle, customs storage, stevedoring, airport expenses, freight, and other necessary expenses, cargo handling costs, including, where applicable, third-party services or labor, due in the country of origin or in Brazil, as applicable, and other costs that may directly or indirectly affect the object of the bid, including indicating the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective highlight.
- b) We declare that we are aware that the omission of any expense or cost necessary for the perfect execution of the object of this contract will be interpreted as non-existent or already included in the prices, and we cannot claim any additions after the delivery of the proposal.
- c) We declare that the proposal submitted fully complies with the specifications and conditions established in the terms of reference.
- d) We declare that we accept additions or deletions of up to 25% (twenty-five percent) of the updated value of the Contract, in accordance with Law 14.133/2021.

The	data		of	our		compa	ny	are:	
Company							name	e:	
							;		
CNPJ			(MF)			no	.:	
							;		
Legal represe	ntative(s)	Legal	with	powers	to	sign	the	contract:	
				ID:				;	;
	State	No.:							_;
Address:									_;
Phone:							Emai		
			;	ZIP code: _				_;	
and									
City:				State	e:			_•	
Bank:	Checl	king							
Account:			Bran	ich:	;				
Location				and				Date:	
Signature	of Legal R								
5151141416	or Legal N	chicaciita							
								_	
			4						
			4						

FEDERAL PUBLIC SERVICE

MJSP - FEDERAL POLICE

PORT SECURITY COORDINATION - CONPORTOS/DPA/PF ANNEX 8

TRAINING RULES

- 1. The Contractor must present a training package already included in the costs for the delivery locations provided for in Annex 4 of the Terms of Reference.
- 2. The training will be carried out according to the table below:

TRAINING	NUMBER	UNITS PARTICIPATING	NUMBER OF
LOCATION	OF		SERVER
	TRAINING		IN
		LOCATION OF	LOCATION OF

				TRAINING
SOUTH	ITAJAÍ/SC	01	NEPOM/DPF/IJI/SC	10
			NEPOM/DREX/SR/PF/SC	
			NEPOM/DPF/RGE/RS	
			NEPOM/DPF/FIG/PR	
			NEPOM/DPF/GRA/PR	
Southeast/Midwest	Vitória/ES	0	NEPOM/DREX/SR/PF/ES	10
			NEPOM/DPF/STS/SP	
			NEPOM/DREX/SR/PF/RJ	
			GEPOM/DPF/CRA/MS	
NORTH	BELÉM/PA	01	GEPOM/DREX/SR/PF/PA	10
			GEPOM/DPF/SNM/PA	
			GEPOM/DPF/TBA/AM	
			GEPOM/DREX/SR/PF/AP	
			GEPOM/DREX/SR/PF/RO	
			GEPOM/DPF/CZS/AC	
NORTHEAST	Salvador/BA	01	NEPOM/DREX/SR/PF/BA	10
			NEPOM/DREX/SR/PF /PE	
			NEPOM/DREX/SR/PF/CE	
			NEPOM/DREX/SR/PF/MA	
			GEPOM/DREX/SR/PF/RN	

- 2.1. Training locations are subject to change, but will remain within the Region. Example: if the NEPOM/SR/PF/PE boat is the first to be delivered to the Northeast Region, the training location will be changed to Recife/PE. Another example: if the NEPOM/SR/PF/RJ boat is the first to be delivered to the southeast region, the training location will be changed to Rio de Janeiro/RJ.
- 2.2. Each training event will last five (5) working days, with modules covering Operation and Maintenance, intended for up to ten (10) police officers.
- 2.3. The training will consist of: an overview of the vessel and all installed equipment, including, but not limited to, navigation systems, communication systems, propulsion, floating collar system, electrical systems, and towing. Ongoing training includes pre- and post-operational checks, proximity maneuvers, launching and recovery, familiarization with components and troubleshooting, towing, and anchoring.
- 2.4. All travel expenses for the CONTRACTOR's instructor, such as hotel, local transportation, meals, etc., shall be borne by the CONTRACTOR.
- 2.5. The CONTRACTOR is required to provide printed manuals in Portuguese for all installed equipment, navigation systems, communication systems, propulsion, floating collar system, electrical systems, towing, and any others that the CONTRACTOR or CONTRACTING PARTY deem relevant.
- 2.6. The procedures for activating the boats must also be explained in detail, based on the activation performed on the training boat, in order to enable the police officers to perform the activation at their place of work. The police officers who receive training will be able to pass on

their knowledge to their unit and activate the boat, provided that the boat is delivered in the same condition as when the training was carried out.

- 2.7. The CONTRACTING PARTY is responsible for the cost of fuel used during training, placement of boats at the training site, and provision of adequate classroom facilities as needed.
- 2.8. The CONTRACTED PARTY shall submit the training program to the CONTRACTING PARTY, which shall be evaluated for effective implementation.



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION - CONPORTOS/DPA/PF

STUDY No. 1 CERTIFICATIONS

STUDY No. 1 - CERTIFICATIONS

NECESSITY OF CERTIFICATION REQUIREMENTS

The Federal Police requires vessels built to standards of quality, reliability, and safety that exceed those required for sports and recreational vessels.

The instrument used in this contract to ensure that the vessels to be delivered meet these expected standards is CERTIFICATION.

The Brazilian Navy, through an ordinance, delegates its authority to Classification Societies or Certifying Entities to act on behalf of the Brazilian Government in implementing and supervising the correct application of the requirements of the International Conventions and Codes ratified by Brazil and relevant National Standards relating to navigation safety, the safeguarding of human life, and the prevention of environmental pollution.

CERTIFICATION PARAMETERS

As a vessel has many nuances, it is necessary to define which parameters to require from manufacturers, according to the needs arising from the police work routine, as described above.

Companies have general standards as well as very specific certification standards for various types of vessels used for a wide range of purposes. The same will apply to the vessel to be purchased.

Among the general DNV standards, we list below those that guarantee the quality required for the vessels to be purchased:

- General vessel specifications;
- Structural certification;
- Certification for naval aluminum hulls;
- Certification for manufacturing tests;
- Certification for police patrol boats;

Below are the specific standards required:

Structure certified by DNV as:

1A, HSLC (High Speed Light Craft), R3, Patrol Boat (S) or equivalent;

1A – This nomenclature indicates that the vessel will be certified taking into account the hull/motorization combination;

HSLC (**High Speed Light Craft**) – The main objective of this requirement is to ensure that the vessel purchased is of the planing type, meeting the speed versus displacement standards described in the standard;

R3 – Nomenclature that indicates the service area that the vessel can navigate, that is, the maximum distance it can navigate from a port or anchorage, in the case of 50 to 100 nautical miles from the Brazilian coast, taking into account sea conditions;

PATROL BOAT (S) – The main objective of this requirement is to provide safety for the crew and other persons on board in adverse weather conditions. This includes the safety of the vessel itself. The "S" refers to the size of the vessel being less than 24 meters;

Specialized Entity - for the purposes of the rules contained therein and <u>Law No. 9,537</u>, of <u>December 11, 1997</u> - such as Classification and Certification Societies.

Below is a list of Classification Societies and Classification Entities recognized by the Brazilian Maritime Authority

NAME	TYP E	WEBSITE
American Bureau of Shipping	SC	ABS
Bureau Veritas Ltda.	SC	BV
Bureau Colombo Ltda.	SC	<u>BC</u>
DNV GL	SC	DNV-GL
Lloyd's Register do Brasil	SC	<u>LRB</u>
Nippon Kaiji Kiokai do Brasil	SC	<u>NKKB</u>
<u>Italian Naval Register</u>	SC	RINA
Brazilian Ship and Aircraft Registry	SC	RBNA
Brazilian Certification Agency for Vessels and Systems.	EC	CBES
Autoship	EC	<u>AUTOSHIP</u>
ABS Group Services Brazil - Port 401/17	EC	ABS
Record Certificação Naval Ltda.	EC	RECORD
AWS Eng., Consulting, Inspection, and Certification	EC	AWS
JVC Engineering, Consulting and Certification	EC	JVC
CBS Certification Company	EC	CBS
Intercontinental Bureau Classification Ltda. Certification Agency - IBC	EC	<u>IBC</u>

Vessel certifications Specific vessel certifications

General vessel specifications

Structural certification;

Certification for naval aluminum hull;

Manufacturing test certification;

Certification for military/police patrol boats

Sustainability certification - pollutant emissions - EPA outboard motors -

California - USA. or similar.

CONCLUSION

Therefore, it is concluded that the certifications described above are necessary in order to ensure that the vessel meets the quality, reliability, and safety standards required for a vessel that will be used in more extreme conditions, maintaining the readiness necessary for police activities.

Reference: Case No. 08211.000263/2025-10 SEI No. 141615549



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION - CONPORTOS/DPA/PF STUDY No. 2 ON NAVAL ALUMINUM

STUDY No. 2 ON NAVAL ALUMINUM

STUDY No. 2 NAVAL ALUMINUM

The first record of the use of aluminum in the shipbuilding industry dates back to 1891, in France, when

the 12-meter sailing yacht named "Mignon" was built. The first motorized vessel was the 17-meter "Diana," built for the British Royal Navy, used in World War II, and in service until the 1960s. Offering a number of advantages over other materials, aluminum is widely used in the manufacture of yachts and service vessels around the globe.

"Europe's leading leisure boat builders prioritize aluminum for

building yachts over 100 feet. In addition, aluminum is the most widely used material in the manufacture of high-performance, high-tech commercial and military vessels in the world," says Demien Chaves, design engineer and director of MCP Yachts, a shipyard located in Guarujá (SP) that produces yachts and service vessels. Aluminum has a specific weight less than one-third that of steel and is one of the lowest density metals – 2.7 g/cm3 compared to 7.8 g/cm3 for steel. "An aluminum hull and surface typically weigh less than half as much as their steel equivalents and offer the same structural strength," says Chaves, who explains that when compared to GPR (glass fiber laminated composites), an aluminum yacht has much higher structural strength, even though it is approximately 15% lighter. "Other advantages include the fact that aluminum is non-flammable, does not absorb water, and does not delaminate or deform like fiberglass, for example. Hulls made of aluminum are extremely durable, do not suffer structural fatigue over the years, and have low maintenance costs."

Manufacturing advantages

The lightness of aluminum also provides advantages in the manufacturing process of Stump and Vantakuk (2010 - Aluminum Alloy Shipbuilding, Mackenzie University) point out that relatively large subassemblies can be prefabricated, allowing several modules to be produced in parallel before assembly. This significantly reduces assembly time for larger units. Eduardo Keller, commercial manager at ETP, a Rio de Janeiro shipyard that produces medium-sized aluminum and steel vessels, highlights the simplification of processes. "Building a steel vessel requires the use of bridges and cranes, as the parts are very heavy," he explains. "With aluminum, however, the sheets and structures can be handled manually, which greatly simplifies the construction process."

Aluminum has become the structural material of choice in the manufacture of the most modern yachts. This trend is also seen in high-performance service vessels built from marine aluminum. With a specific weight of approximately one-third that of steel, an aluminum hull and superstructure typically weigh less than half as much as their steel counterparts and offer the same structural strength. This lightness translates into greater capacity, higher speed, or greater fuel economy with a consequent longer range. When compared to GRP (glass-reinforced plastic), an aluminum yacht has much higher structural strength even though it is approximately 15% lighter than a boat of the same size made of fiberglass. Other advantages include the fact that aluminum is non-flammable, does not absorb water, delaminate, or deform like fiberglass.

Because they are extremely durable, do not suffer structural fatigue over the years, and

have low maintenance costs, aluminum hulls have a high resale value, which in many cases is equal to or higher than the purchase price.

The aluminum alloys used (5083 - 20795260 - This alloy is easier to weld than

than the 6xxx series alloys and is more predictable in terms of post-welding strength. Alloy 5083 excels in corrosion resistance in a saltwater environment and is therefore the ideal material for naval hull structure applications. and 6082 - 20795258) are specific to shipbuilding and offer excellent corrosion resistance. With a microstructure designed to survive harsh marine environments, aluminum hulls can be maintained without paint or other types of anti-corrosion treatments. In addition, when welded, the sheets maintain their high strength, making the hull extremely rigid and easily repairable.

The performance of a material on the shipyard is as important as it is in the water, so aluminum is the material of choice for manufacturing yachts with innovative designs, as it is versatile, easy to use, cut, bend, and mold into a wide variety of shapes. With high structural efficiency and rigidity, aluminum boats provide smooth and safe navigation on the open sea, whether on ocean crossings, night voyages, or in any weather conditions.

Advantages of aluminum

"The reduction in weight increases the load capacity and decreases the power required to move the vessel," explains Diego Sarzosa, Professor at the Polytechnic School of the University of São Paulo, in the Naval Engineering course. This automatically translates into fuel savings, better performance, and reduced pollutant emissions. The reduced weight also helps control stability and also demands less mechanical stress when sailing in rough seas. Sarzosa also cites another key advantage. "Aluminum also has excellent corrosion resistance, which is highly desirable in the naval industry."

The advantages of aluminum are attested to by Amyr Klink, one of the leading authorities on the

subject. He has commanded vessels on numerous expeditions to different parts of the globe since the early 1980s—his first trip was a solo rowing crossing of the South Atlantic. "When you build with steel or any other ferrous metal, you have to treat it," he explains, referring to the application of anti-corrosive products. Aluminum, on the other hand, is protected by a nanometric layer of Al2O3, which appears when the metal is exposed to an oxidizing medium, such as air or water.

Weight reduction

Replacing the fiberglass hull with a naval aluminum hull results in a lighter and more rustic

lighter and more rustic hull. Consequently, the boat planes more easily/quickly, contributing to fuel economy and increased engine life (less demand).

Low moment of inertia

Low moment of inertia is an important requirement for parts with or rotational movements and rapid acceleration and deceleration, such as speedboats, robots, and high-speed transport equipment.

Good balance

A thread support coil in a textile machine that guides thread at high speeds requires an extremely lightweight construction with perfect balance. When made by deep stamping in sheet steel, the bobbin did not meet these requirements. The problem was solved by a Silafont-35 (AISi10Mg) alloy, high-pressure cast, with plasma surface protection against wear, with AI2O3 and TiO2.

Vibration absorption

Metal-rubber joints on moving parts of a vehicle's drive gear, which absorb road vibrations, have a bearing core made of aluminum, as they withstand the stresses. They replaced iron (iron with iron) and substantially improved vibration absorption. Due to the high compressive forces

and in view of the large volume required, these cores are made of Unifont-94 (AIZn10Si8Mg) and cast under high pressure. The alloy is self-aged and regains its original strength after vulcanization. **Fatigue resistance**

Plastic nuts for hose couplings have an internal diameter of 80 millimeters. They used to break after assembly and were replaced by high-pressure castings made of Silafont-09 (AISi9). Plastic couplings for washing machines often become brittle and are being replaced by high-pressure aluminum castings made of Peraluman-90 (AIMg9).

Ductility

Ductile aluminum castings automatically reduce the stress peaks produced by impact stress. An elevator control box subjected to pulsating pressure of up to 400 bar, which was made from an iron casting, has been replaced by a permanent mold casting made from Unifont-90 (AIZn10Si8Mg) material. **Dynamic strength**

Aluminum castings are suitable for parts that are subject to tensile vibration stresses tension vibration. For this reason, all steel load-bearing parts in railway wagons can be replaced by aluminum castings. A locomotive, branded Aludrive (aluminum-powered), contains 750 kilograms of aluminum castings, which provide a weight saving of 500 kilograms. The motor unit and the car body rest longitudinally on an air suspension with swing arms in the form of a wheel bearing housing box. Due to the high stress on the arm, which also serves as an air chamber for the suspension, an artificially aged low-iron alloy Alufont-52 (AICu4Ti) is used.

High deformation

Highly stressed safety parts must not break without deformation, which destroys energy and prevents brittle fracture. The ductile Alufont alloy and low-iron AlSi alloys, such as Silafont and Anticorodal, are used for safety parts. In car engines, for example, applications include: brake systems, front and rear axle cross supports, and car wheels. The brake part shown was changed from a malleable iron casting to an aluminum casting of a naturally aged Alufont-47 (AICu4TiMg) alloy.

Crack resistance and slow crack evolution

Structural elements made of high-strength ductile aluminum alloys with good crack resistance are indispensable for engineering designs calculated to last more than 40 years. High-strength ductile aluminum alloys enable lightweight constructions that not only simplify traditional designs but also enable additional functions. The completely steel-made structure of a railroad car bogie, for example, can be reduced to an Alufont-52 (AICu4Ti) alloy for the main cross support, artificially aged and coupled at the ends.

No embrittlement at very low temperatures

Iron materials show a significant drop in ductility at low temperatures temperatures, but aluminum castings do not show this embrittlement at extremely low temperatures. Thus, they are used in electrical conductors for mountain railways, aircraft, and liquefied gas transport systems.

Good edge formation

Ductile aluminum castings can be easily shaped at the edges, facilitating the the design of composite structures such as shock absorber housings. A steel disc is placed in the die of the high-pressure aluminum casting machine and the aluminum edge is cast around it, with the edge surface supporting all the forces. The Silafont-09 (AISi9) alloy meets these requirements.

Form Stability

Even high-pressure castings with very thin walls offer excellent shape stability and therefore replace plastic and steel parts. Plastic covers for car engines and some plastic covers for car rear reflectors do not have the necessary shape stability. They have been replaced by Silafont-09 (AISi9) material in high-pressure castings. The base structure of a computer must ensure a form stability that cannot be achieved by a steel plate. High form stability is required because the shafts, which are mounted in the holes,

only allow minimal deviations in parallelism between each other during service, which includes working at temperatures between 20 and 70 °C. Silafont-09 (AISi9) castings meet these conditions.

Wear resistance

In combustion engines, cast iron parts are being replaced by alloys

Highly wear-resistant hypereutectic aluminum alloys, such as Silafont-70 (AISi12CuNiMg), Silafont-90 (AISi17Cu4Mg), or Silafont-92 (AISi18CuNiMg). Iron castings subject to wear are also being replaced by aluminum castings, provided that the wear zone is protected by a plasma spray, such as the ends of gear shift forks. The pumps for the power steering system have been modified from cast iron to Silafont-90 (AISi17Cu4Mg) material, reducing their weight by 65%. In addition, the operating pressure can be increased by 55%.

Stress distribution

Due to the favorable stress distribution in an aluminum casting under stress, there are practically no stress peaks that occur in welded constructions. For this reason, a part of a rescue device was changed from a design with St52 steel to Alufont-52 (AICu4Ti) material, sand-cast and artificially aged. In addition, the weight was reduced from 8.9 kilograms to 3 kilograms, and the production cost was reduced by 28%.

Welding aluminum castings with iron and copper with intermediate connecting elements

With intermediate connecting elements, materials as different in nature as steel and aluminum can be welded. The intermediate elements are sections or plates of aluminum-steel composites produced by extrusion or rolling. Here is an intermediate joint element with the steel part after a bending test. Despite the high deformation, the bonding layer was not destroyed.

Welding of aluminum castings with other aluminum materials

The Alusuisse company has developed an Aluman-16 (AIMn1.6) alloy for welding aluminum. Due to the high solidification range (645–660 °C), Aluman-16 castings are suitable for welding in salt bath furnaces in high-volume production. These automotive radiator connections ensure the economical production of radiators.

Cast inserts

Parts of a hydraulic automobile clutch, cast in iron, were reduced in number by applying high-pressure castings in Silafont-09 (AISi9) material with cast inserts with a nitrided steel core. They must maintain a rotational accuracy of 0.2 millimeters after casting.

Cost savings in designs with aluminum castings

Aluminum castings are often good substitutes for designs with rivets, machining, screws, and assemblies. For example, the landing flap support on an Airbus 320 aircraft is a precision casting that replaced a riveted design consisting of several parts. Production costs were reduced by more than 60%. In addition, corrosion protection and maintenance costs were eliminated. The supports for the central luggage compartments of the Airbus A300 and A310 were machined from a stretched aluminum plate, but have now been replaced by a permanent m d casting in artificially aged Anticorodal-72 (AISi7Mg0.6). Production costs were reduced by 65%.

Thermal conductivity

Aluminum casting alloys are used in combustion engines due to their high thermal conductivity. This property has also enabled other applications. The housing of an electric rectifier cooler must simultaneously remove heat and ensure high vacuum tightness. Previously, it was a welded chrome-nickel-steel assembly, but today it is a low-pressure sand casting made of Anticorodal-70 (AISi7Mg0.3), artificially aged. The new casting resulted in a 55% improvement in the cooling effect, thus eliminating the additional cooler that was necessary in the previous design. Due to the improved tightness,

the vacuum can be reduced from 0.01 to 0.0000001 bar. The cost was reduced by 22% and the weight by 35%.

Thermal capacity

Molds for plastic, glass, and tire products are mainly made of aluminum due to their high thermal capacity, which is relatively low in other materials. Aluminum has replaced iron and zinc alloys in such applications. A cast iron mold was replaced by one made of artificially aged Anticorodal-70 (AISi7Mg0.3).

Non-flammable

Unlike magnesium, aluminum is non-flammable. For this reason, it is used in stationary heaters in modern cars, where aluminum is in direct contact with the torch flame. The high-pressure casting used is made of Silafont-09 (AISi9), an alloy that does not require heat treatment.

Electrical conductivity

Super-aged Anticorodal-04 and Anticorodal-71 aluminum alloys are replacing elements in copper-class conductors and cast in chrome-copper for high-voltage systems and circuit breakers. A conductor for high-voltage systems in Anticorodal-04 (AISi0.5Mg) and a contact support for switches in Anticorodal-71 (AISi7Mg0.3).

Short-circuit resistance

For applications in new overhead conductors, the German federal railway company is specifying cast and extruded aluminum instead of malleable iron and structural steel castings. The short-circuit resistance of aluminum castings is very important due to the extremely high short-circuit currents that occur in tunnel sections where parts of the structures are heated. With malleable iron castings, a short-term temperature increase of up to 350 °C is permissible. In the case of aluminum, the permissible limit is only 125 °C. The short-circuit current takes twice as long for aluminum as it does for malleable iron to reach the permissible limit. The risk of loss of mechanical strength is therefore lower for aluminum castings than for malleable iron castings. A short circuit of 35 kA lasting 120 milliseconds produces marks on the connections between malleable iron and steel castings, but does not affect aluminum parts. In malleable iron castings, the metal wires of the cables become annealed, but this does not occur in aluminum castings. Castings in permanent molds in the Anticorodal-70 (AISi7Mg0.3) alloy, partially sub-aged, are presented, which are replacing white malleable iron castings.

Corrosion resistance

In the firefighting equipment and apparatus industry, Anticorodal and Peraluman alloys have replaced iron and copper alloys due to their good corrosion resistance. The figure shows an airport manhole cover made of artificially aged Anticorodal-70 (AISi7Mg0.3) for a permissible load of 100 tons. It replaced a cast iron cover. The corrosion problem was solved and it became possible for a single man to handle it.

Seawater resistance

Peraluman castings (low-iron, copper-free AlMg alloys) are used in shipbuilding. The anchor of an ocean-going yacht is cast in artificially aged Anticorodal-72 (AISi7Mg0.6) and partially sub-aged and barrel-polished Anticorodal-78 (AISi7Mg).

Decorative surfaces

After polishing, castings are anodized or color anodized—particularly for AIMg alloys produce a special optical effect. As a result, aluminum castings are preferred for building and furniture finishes, optical instruments, household utensils, and art objects. Examples include cast elements of wall curtains and cast plates, which are preferred by many architects over stone materials. For decorative reasons, movie cameras are assembled with aluminum castings.

Reflective capacity

Aluminum castings in silicon-free alloys, such as Peraluman and Alufont, offer high reflection and heat, with correspondingly low absorption. As a result, the reflector and heating appliance industries are using aluminum castings.

Non-toxicity

Because aluminum is non-toxic, copper-free aluminum alloys with 0.5% Fe, 0.05% Cu, and 0.05% Ni are used in food industry equipment and are replacing stainless steel alloys in parts for the fish and meat industries. Another example is the casting of a conveyor screw for a butter press in

Anticorodal-50 (AISi5Mg) material. The casting met all hygiene and non-toxicity requirements.

The maximum values allowed by European standard EN 601 in the food industry are Fe 2.0%, Cu 0.6%, and Ni 3.0%, but these are very high and cause corrosion when in contact with food. In addition, 0.2% antimony (which is toxic) is allowed.

Milling qualities

In milling operations, aluminum has important economic advantages over iron materials due to its higher cutting speed and shorter machine time. A bearing part cast in Anticorodal-70 (AISi7Mg0.3), artificially aged, replaced an iron casting. It reduced milling time by 39% over what was required with iron. The time per part is 6.32 minutes for the aluminum part and 16.13 minutes for the cast iron part.

Easy recycling

Aluminum can be easily separated from shredded material. With highly mixed shredded material

, it is still possible to prepare alloys for less demanding applications. In addition, melting aluminum scrap requires only 5% of the energy needed to produce primary aluminum.

Source: Foundry Center, ABAL - Brazilian Aluminum Association.

CONCLUSION

Therefore, we can conclude that naval aluminum has characteristics that are relevant for the production of police and/or military vessels. As such, it is the appropriate choice of material for this preliminary technical study.

Reference: Case No. 08211.000516/2025-47 SEI No. 66530701



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION - CONPORTOS/DPA/PF

STUDY No. 3 - MOTORIZATION

STUDY No. 3 - MOTORIZATION

Generally, outboard motors are used on boats up to 26 feet in length, and the boat intended for use by the Federal Police is 24.60 feet long. Outboard motors are cheaper, lighter, and easier to install, maintain, and replace. Above that size, two outboard motors are often used, which ensure greater acceleration and speed, greater economy, and greater safety (in the event of a motor failure, the other can still propel the boat, albeit slowly).

Outboard motors cost about 30% less and are easier and cheaper to maintain, as there are more mechanics in the country who specialize in this type of motor. In addition, as they are located outside the hull, they do not take up space on board, compared to the same boat equipped with a center-mounted motor. Another advantage of outboard motors is the possibility of navigating in shallow waters, as they can be raised, which is not the case with center-mounted motors, which are fixed.

Outboard motors are lighter, which makes the boat less heavy, faster, and slightly more fuel efficient.

Stern drive engines also have their strengths.

Balance: since the sterndrive motor is inside the hull, it improves stability and navigability.

Another advantage is that it completely frees up the stern platform for passengers.

Outboard motor

A boat with an outboard motor has an engine mounted "externally" or "outside" the boat. Outboard motors are bolted to the transom and hang above the water at the rear of the boat. They also have a small gearbox to transmit power to the water and usually have only a single propeller. However, some rare models can be found with twin propellers.

Regarding the type of fuel to be used, regular gasoline was chosen, not simply because it has the lowest resale value of R\$ 5.67 (five reais and sixty-seven cents), the average price in Brazil, but because of the factors discussed in the study below.

The reference engines used in this ETP are service engines, ready and modified to run on regular 87 octane/90 RON gasoline, without the addition of **detergent-dispersant**, used in premium gasoline and additive gasoline.





Center-rear motor

A stern drive (inboard) unit is a boat that has a propeller at the stern (rear) of the boat. This assembly mounts the engine at the rear and has a gearbox to transmit power through the stern and into the water. Stern drive units (inboard-outboard) typically have single or twin propeller configurations and can be found in several different brands. Volvo Penta and Mercruiser are the two most common brands.





Advantages: stern drive vs. outboard motor

Outboard motor

Boats with outboard motors have the advantage of being able to include more space *inside* the boat, see photos above. The extra space can be for storage, seating, or other features included by the manufacturer. They typically weigh less than the equivalent stern drive unit. For example, a 2019 Mercruiser V6 MPI 220 hp stern drive weighs 735 lbs without transmission, while a 2019 Yamaha 225 hp outboard weighs 557 lbs including a transmission. This weight reduction, in turn, usually equates to slightly better fuel economy. The price is very similar to new. A Yamaha A225hp comes in at approximately \$25,000. A Mercruiser 200HP 4.5L V6 comes in at \$19,000 with an Alpha gearbox (less heavy duty), or \$25,000 with a Bravo gearbox (more heavy duty). An outboard motor is also quicker and easier to install on a boat than a stern drive unit.

Outboard motors are generally easier to work on because access is not limited to the bilge. There are also fewer moving parts than their inboard counterparts. This makes outboard motors cheaper over the long term for maintenance. They also have fewer parts that wear out. For example, there are no bellows, and they can be completely removed from the water.

From a performance standpoint, the two units are quite close, as both are mounted in a similar position. However, you will also benefit from some minor fuel savings because outboard motors are lighter. There are diesel outboard motor options on the nautical market, but they have not yet become popular. Inboard drive units have a variety of diesel options, albeit at a much higher price.

Vibration and noise are generally lower with an outboard motor, especially 4-stroke engines. However, this depends on the hull construction, insulation used, and whether the engine runs on gasoline or diesel, with gasoline being the most common.

Temporary or permanent replacement of outboard motors is easier, less time-consuming, and can be useful in certain maintenance situations to keep boats ready for use.

• Stern drive unit (center transom)

The advantages of a stern drive unit are the design of the vessel and the ability to offer greater power options. With many rescue boats, rear deck space and access are important. For those looking to practice water sports (diving), it can be beneficial to have a rear swim platform without an engine protruding in the middle. A center-hull unit also opens up design options.

However, center-outboard motors typically require more complex and time-consuming maintenance, assembly, and disassembly.

Until recently, stern drive units were usually capable of producing more power, although technology has advanced significantly over the last 10 years. The largest stern drive engine has gone from 350 hp to 500 hp (in Brazil), with one particular model producing 627 hp (imported).

• Salt age factor

Salt age becomes an important factor when comparing outboard motors with stern drive units. As with outboard motors and stern drive units, the age of an engine that has been used in salt water can increase the price of its components. Not all boats are guaranteed to be washed after use, and this will start to show after 5 to 10 years.

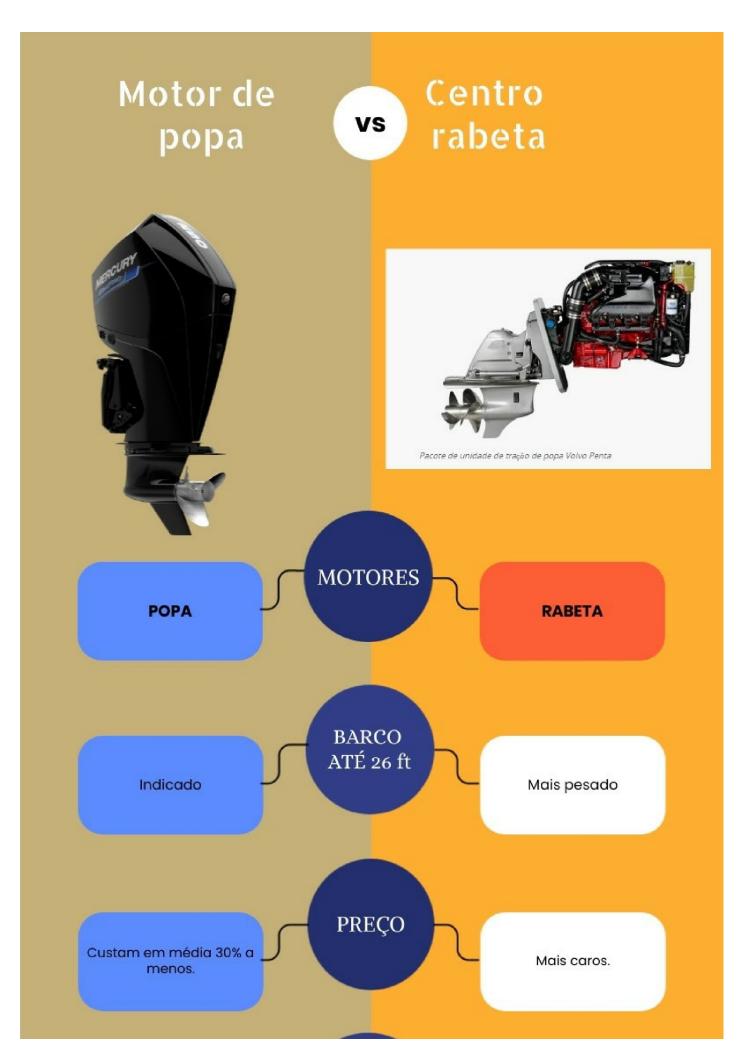
Outboard motors have small water galleries and water scuppers designed to cool the compact engines, which can become clogged with salt. In most water scuppers, there are anodes designed to lessen the effects of corrosion. Outboard motors also have thermostats and trigger valves, which means more mechanical components that can jam.

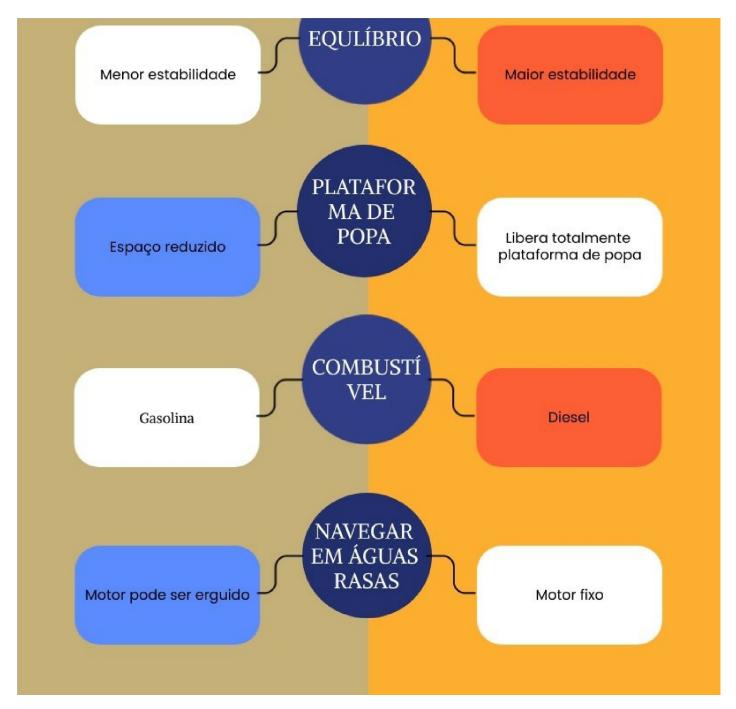
Outboard drive units usually have exhaust elbows or manifolds and risers, which can be cooled by salt water and need to be replaced at regular intervals set by the manufacturers. Outboard drive units also use rubber bellows that house drivetrain components to protect them from salt water, which can perish over time and require replacement to prevent water ingress. Finally, depending on the style of engine installed, there may be freshwater cooling components installed, such as heat exchangers or oil coolers and thermostats that will need maintenance after periods of saltwater use.

Outboard vs. sterndrive (inboard drive unit) verdict

Both options offer a similar amount of reliability at the same age, provided that preventive and corrective maintenance protocols have been followed. Center-hull units have a higher maintenance cost but offer more access to the rear of the boat. On the other hand, outboard motors have lower maintenance and replacement costs, offer better fuel economy because they are lighter, ar r to replace, and provide more space inside the boat.

Be aware that if the boat is permanently moored in the water, you will encounter a different set of problems. These problems are the result of damage caused by salt water. You should choose a good four-stroke outboard motor option (Yamaha, Mercury, Suzuki, etc.) if you need a layout that cannot be provided with an outboard or diesel motor. This would maximize the space inside the boat.





F n n t e : https://www.nautica.com.br/motor-de-popa-ou-centro-rabeta/, (sources not included).

CONCLUSION

From the above, we can conclude that the appropriate motorization is an outboard motor with the predetermined power for the dimensions, hull model, and other characteristics of the vessel to be purchased.

Reference: Case No. 08211.000516/2025-47 SEI No. 64983127



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION - CONPORTOS/DPA/PF

STUDY No. 4 - FUELS

STUDY No. 4 - FUELS

Below is a simplified study on the types of fuels most commonly used in outboard and stern drive engines that equip small and medium-sized vessels:

Gasoline

As determined by the National Agency of Petroleum, Natural Gas and Biofuels (ANP), Brazilian gasoline, regardless of the type sold (Premium, Regular Additive and Regular), has 25% anhydrous alcohol added to it. thus gasoline sold at refineries (type "A" gasoline) must be mixed with ethanol before being sold at gas stations (type "C" gasoline).

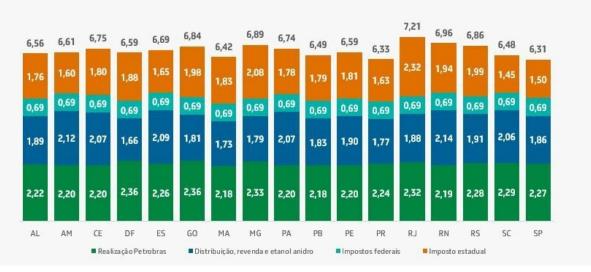
Additive gasoline is regular gasoline with added detergents and dispersants that help clean and maintain the engine. Premium gasoline, in addition to additives, has a high octane rating, which allows engines to operate at higher compression ratios, resulting in better efficiency and performance.

According to Ricardo Aragão, a boat engine specialist, outboard and center engines sold in Brazil were developed for the highest possible octane rating, and the use of premium gasoline is recommended to ensure the best engine performance.

The price of type "A" gasoline is fixed, but the price that consumers pay at the pump, in addition to Petrobras' selling price, includes the cost of ethanol (which is freely set by its producers), the marketing costs of distributors and margins of gas stations, as well as all applicable taxes. The table below summarizes the price charged at Petrobras refineries (type "A" gasoline) and the price charged at pumps in various states across the country (type "C" gasoline):

Composition of Consumer Sales Prices

O gráfico abaixo detalha os componentes do preço da gasolina cobrado na bomba em todos os estados nos quais a Petrobras vende gasolina a distribuidores.



- (1) Prepared by Petrobras based on data from ANP and CEPEA/USP, based on average prices charged by Petrobras (gasoline A) and average prices to the final consumer (gasoline C) in 13 Brazilian capitals, calculated between June 27, 2021, and July 3, 2021
- (2) Composition considered: 73% gasoline A and 27% anhydrous ethanol (since March 16, 2015, the anhydrous alcohol content in regular and additive gasoline is 27%. The content added to premium gasoline is 25%.
- (3) CIDE and PIS/COFINS taxes levied on the sale of gasoline A totaling R\$0.8925 per liter; PIS/COFINS tax levied on the sale of anhydrous ethanol equal to R\$0.1309 per liter.

Average price

Based on the official website of the Ministry of Mines and Energy, in the Fuel Price History Series folder (https://www.gov.br/anp/ptbr/centrais-de-conteudo/dados-abertos/serie-historicade-precos-de-combustiveis) and the Seguro Auto website, it was possible to establish the following average prices for May (premium gasoline) and June 2021 (regular and additive gasoline):

Regular gasoline: R\$ 5.67 (five reais and sixty-seven cents);

Additive Gasoline R\$ 5.82 (five reais and eighty-two cents); Premium Gasoline:

R\$ 6.77 (six reais and seventy-seven cents).

Flash point

Flash point is the lowest temperature at which a flammable liquid emits vapors in sufficient quantity for combustion to occur and ignition to occur momentarily (flash). In gasoline, the flash point is -42.8°C, meaning that it will always emit flammable vapors in Brazil, which increases the risk of explosion when the engine system is in a closed space and close to fuel tanks. Therefore, it is highly inadvisable to use gasoline in boats that use center or hydrojet engines.

Flash Point Link

FUEL	FLASH POINT	AUTO- IGNITIO N	FREEZING POINT
Gasoline	-42.8 °C (45°F)	246 °C (495°F)	-100 °C [1]

1https://super.abril.com.br/comportamento/gasolina-nao-congela-nem-mesmo-noalasca/

Gasoline shelf life

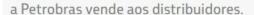
Gasoline has a shelf life of 60 (sixty) days after the addition of alcohol, which occurs at the refinery outlet, and after this period it begins a natural oxidation process, decanting paraffins (gum), which can cause accumulation in the fuel supply system, causing poor engine performance.

Diesel Oil

Similar to gasoline, refineries add a fraction of biodiesel to pure diesel (type "A") to form type "B" diesel oil, which is resold at gas stations. The price that consumers pay at the gas station, in addition to taxes and Petrobras' share, includes the costs of purchasing biodiesel and the marketing margins of distributors and resellers.

The table below compares the price charged by Petrobras refineries and the price charged at the pumps in various states across the country.

O gráfico abaixo detalha os componentes do preço do diesel cobrado na bomba em todos os estados nos quais





Composition: 90% diesel and 10% biodiesel.

The distribution and resale margins are estimated. Prepared by Petrobras based on ANP data. CIDE and PIS/COFINS: CIDE levied on diesel sales is equal to R\$ 0.00 per liter; PIS/COFINS levied on diesel sales total R\$ 0.3515 per liter;

PIS/COFINS levied on the sale of biodiesel is equal to R\$ 0.1480 per liter.

Average price

Based on the <u>Historical Fuel Price Series</u> and the <u>Yacht Club de Ilhabela</u> website, it was possible to establish the following average prices charged in November 2020 (marine diesel) and June 2021 (regular and additive diesel):

Regular diesel (S-500) R\$ 4.53 (four reais and fifty-three cents);

Additive diesel (S-10) R\$ 4.59 (five reais and fifty-nine cents); Marine diesel R\$ 4.11

(four reais and eleven cents) - November/2020.

Note: I would like to point out that engines manufactured after 2012 cannot use S500 diesel and that some cities have already banned its sale, which is why it is very difficult to find it for sale in the country.

Flash point of diesel oil

Automotive diesel oil has a minimum flash point of 38°C, while marine or aviation diesel oil has a flash point of around 60°C, making it much safer than gasoline. Its use is necessary in small and medium-sized vessels, especially those with engine rooms.

FUEL	FLASH POINT	SELF-IGNITION	FREEZING POINT
Gasoline			

>38 °C (101°F)

Produced to meet military needs, these oils have stricter requirements in terms of ignition, volatility, low-temperature flow, and sulfur content. They are therefore advantageous in adverse conditions when used in military or other vessels in the low temperatures of the Antarctic Ocean.

Change in standard

Resolution 315 of the National Environment Council (CONAMA), signed in 2002, provides for a new stage in the Motor Vehicle Air Pollution Control Program (PROCONVE), but contrary to what has been reported in the Brazilian press, it does not mention the total parts per million (ppm) of sulfur for diesel fuel. The fuel quality specification only occurred with the publication of Resolution 12 of the National Agency of Petroleum, Natural Gas and Biofuels (ANP) in October 2007.

In a technical note, the Ministry of the Environment stated that "non-compliance with Conama Resolution 315 by industries will be resolved within the scope of the Public Prosecutor's Office or the Judiciary."

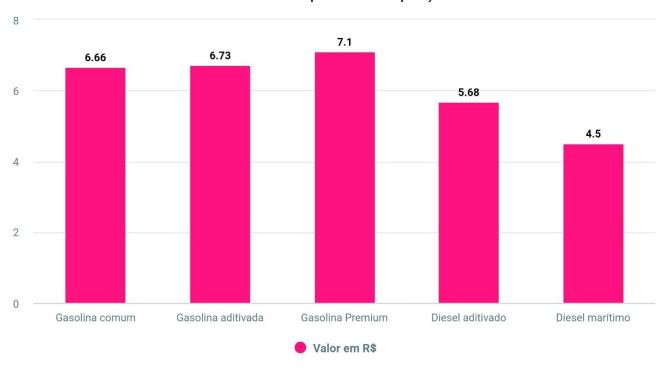
In October 2009, Resolution 6 of September 16, 2009, of the National Energy Policy Council (CNPE) was published, establishing a minimum of 5% biodiesel addition to diesel oil sold to the end consumer. B5, which was scheduled by law to take effect in 2013, will be mandatory throughout Brazil as of January 1, 2010. More recently, Law 13,263 of March 2016 increased the percentage of biodiesel to up to 8%, making this volume mandatory 12 months after the law was enacted. This same law defines an increase to 9% and 10% in the mandatory addition of biodiesel to fuel sold 24 and 36 months after the enactment of the law, respectively.

Diesel shelf life

The shelf life of the most commonly sold diesel in Brazil (S10) is estimated at 60 days, due to the biodiesel blend that causes water accumulation and creates sludge in the tank when the fuel is not renewed. Marine diesel, on the other hand, has a shelf life that is 50% (fifty percent) longer.

Average fuel prices in Brazil

Gráfico comparativo de preços



CONCLUSION

Diesel

Diesel outboard motors are not widely available, as there are few manufacturers worldwide, including none in Brazil.

The number of diesel engines sold in the country is negligible, if any, and this absence directly affects after-sales logistics (purchase of spare parts). Even disregarding this important problem, diesel outboard motors are heavier, have a low power manufacturing scale, and are difficult to maintain due to the lack of specialized repair shops. Due to this information, the use of diesel outboard motors on federal police boats was not approved in this study and their use is not recommended.

•Regular Gasoline and Regular Gasoline with Additives

Regular and regular additive gasoline are the same in terms of octane rating. The two types of gasoline differ in the presence of an additive, a **detergent-dispersant**, which promotes the cleaning of the entire system through which the fuel passes. According to nautical mechanics experts, this detergent present in additive gasoline can do more harm than good, as it dissolves and carries all the dirt from the engine directly to the fuel filter, damaging the filter and the engine's performance. Therefore, additive gasoline is not recommended for use in marine engines.

• Podium Gasoline

Podium gasoline also has added detergents and dispersants, in addition to having the highest octane rating on the world market, surpassing even European super premium gasoline. Despite being cleaner (fewer impurities) due to its low sulfur concentration than regular gasoline and additive gasoline, in the opinion of experts (authorized Mercury, Yamaha, etc.), its high cost does not compensate for the barely noticeable benefits in marine engines.

Fuel chosen

The ideal fuel for the engines of the vessels to be purchased by the Federal Police is regular gasoline from a reputable source. The prices indicated in the survey are for informational purposes only, as there is constant variation in the price of gasoline in Brazil.

In summary, regardless of the type of engine used (power, manufacturer, or technology), when using gasoline from a reputable source, the results in terms of conservation and maintenance are satisfactory. Another important point is that engine maintenance depends more on its constant use than on the type of gasoline used. Therefore, when the boat is not in use, the tank should be kept as empty as possible to prevent the accumulation of dirt, or when it is refueled frequently and started weekly for at least 30 minutes, always ensuring that "new" gasoline is burned.

Reference: Case No. 08211.000516/2025-47 SEI No. 64983154



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE PORT SECURITY COORDINATION - CONPORTOS/DPA/PF

STUDY No. 5 - CONSUMPTION

It is assumed that a moderate-power engine runs more economically than a high-power version, but is this always true? You should prefer a single-engine boat over a twin-engine, semi-planing boat because of fuel economy. If you have a twin-engine boat, can you run on a single engine to reduce fuel consumption?

You can't just focus on gallons per hour (GPH), as this number is meaningless on its own. For example, here's a question: Which is more efficient, **Boat A** burning 11 GPH or **Boat B** burning 22 GPH? Without calculating miles per gallon (MPG), it's impossible to say. Gallons per hour can be useful when calculating range and determining if you have enough fuel to reach your destination. If you are consuming 20 GPH and will be running for another five hours, then you know you will burn 100 gallons of fuel before you arrive. But that alone does not generate fuel economy.

Returning to the question of which boat is more efficient, **Boat A** burning 11 GPH or **Boat B** burning 22 GPH. Including speed and looking at the math:

THE BASICS

A given hull will require a certain amount of energy to move it through the water. Fuel contains stored energy, which we can describe in terms of horsepower (hp), kilowatts (kW), or British thermal units (BTUs). A gallon of gasoline fuel stores about 33.78 kilowatt-hours of energy, or 115,262 BTUs. The engine converts this energy into the power needed to overcome resistance and move the boat through the water.

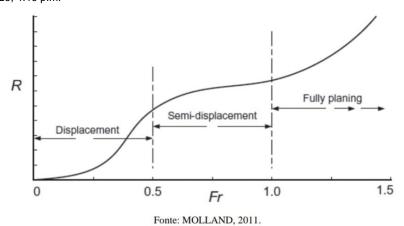
With regard to the boat, the more easily it moves through the water, the less energy is required. The main factors that influence how easily the hull can be moved include shape, length, total weight, and hull drag.

It is possible to separate the various types of vessels into three simple categories, based on their hydrodynamic behavior at certain speeds. The approximate speed range for each of these categories is shown in Figure 1, divided into: **displacement, semi-displacement, and planing** vessels.

Considering hydrodynamic behavior, it is possible to state that:

- displacement hulls are supported entirely by buoyancy forces;
- semi-displacement hulls are supported by a mixture of buoyancy forces and dynamic lift forces;
- planing hulls are entirely supported by dynamic lift forces (MOLLAND, 2011).

Figure 1 - Typical Froude number ranges: planing and displacement hulls:



Hull shapes can be classified into three basic categories: displacement, semi-displacement, and planing.

Which offers the best fuel economy?

To answer this question, we have to introduce the most important variable of all: speed.

Boat A: 10 knots (nautical miles per hour) / 11 GPH = 0.9 miles per gallon

Boat B: 22 knots (nautical miles per hour) / 22 GPH = 1.0 miles per gallon

In this specific example, we see that although the difference is small, the boat that burns more gallons per hour achieves better mileage. For the purposes of this discussion, we will focus on nautical miles per gallon, which we will abbreviate as nMPG.

These hull shapes respond very differently to the demand for speed. As speed increases, boats move through the water in three basic ways. At low speeds (for the technically inclined, speeds below 1.3 times the square root of the waterline length), the boat is fully in the water, sailing between a wave at the bow and a wave at the stern. Full displacement boats live in this zone. As soon as speed increases above this number, fuel consumption increases dramatically. At speeds above 1.3 times the square root of the waterline, fuel burn begins to rise dramatically.

Semi-displacement and flat hulls can apply more power and begin to climb the bow wave. We refer to this condition as transition or "climbing out of the hole" (wave trough). At this stage, the bow rises awkwardly high and fuel economy plummets.

By applying even more power, these hulls float higher on the water. The bow drops, speed increases, and fuel consumption is reduced. All boats maximize fuel economy at slower speeds, but the penalty for higher speeds varies substantially between hull types.

Fuel Consumption Comparisons Full Displacement



Let's look at some real numbers for a full displacement trawler in the 40-50 foot range: 7.5 knots @ 3 GPH = 2.5 nMPG.

Pushing the speed a little harder, fuel burn changes: 9 knots @ 11 GPH = 0.8 nMPG

It was observed that by slowing down 1.5 knots, this boat increases its fuel economy by almost 300%.

Semi-displacement



A semi-displacement boat of similar size:

- 8.5 knots @ 3.4 GPH = 2.2 nMPG
- 10.5 knots @ 14.2 GPH = 0.74 nMPG

Once again, at cruising speed, a 2 knot reduction in speed increases fuel economy by 300%. If we push this boat to higher speeds, however, fuel burn differs significantly:

- 15 knots @ 23.5 GPH = 0.64 nMPG
- 20 knots @ 35.0 GPH = 0.57 nMPG

Once the boat "gets out of the hole" (more in the water than in it), the penalty for increased speed decreases dramatically and fuel economy stabilizes. As speed increases, fuel economy gradually decreases in small increments.

PLANING



Finally, a boat designed for speed, a light planing hull:

- 7.5 knots (\hat{a}) 2.6 GPH = 2.9 nMPG
- 9.0 knots @ 5.4 GPH = 1.7 nMPG
- 11.0 knots @ 9.2 GPH = 1.2 nMPG
- 15.0 knots @ 14 GPH = 1.1 nMPG
- 25.0 knots @ 27.5 GPH = 0.9 nMPG

It was observed that at cruising speeds, an increase of 1.5 knots causes a 41% decrease in fuel economy (from 2.9 MPG to 1.7 MPG), but at planing speeds, an increase of 10 knots causes only an 18% drop (from 1.1 MPG to 0.9).

It should also be noted that weight is important, but it is considerably less important at displacement speeds. A full displacement trawler can carry cruising weight without much penalty. The other hull types will not pay a penalty at lower speeds, but at higher speeds the additional weight will take its toll.

Friction and drag

Friction and drag are also important. Friction can be created by engine misalignment or a worn bearing in the shaft. Drag can be caused by a dirty propeller or growth on the hull. Assuming no current or wind, friction or drag can be detected when you need more throttle to achieve the same RPM. This data point illustrates the value of keeping a record or at least observing your baseline when all conditions are good. The wide-open throttle (WOT) test described in the previous issue provides the most reliable reference point.

Let's assume that over the course of a year or two, you've noticed a gradual increase in the RPM required to achieve the same speed. You can confirm your suspicion by running at WOT and checking your records. Two years ago, you achieved 3,000 RPM, and now you're maxing out at 2,850 RPM. If this reduction is due to increased drag, we can estimate the impact on fuel burn. Let's look at the numbers at your normal cruising RPM: Normal conditions: 2,600 RPM produces 14 knots and burns 12 GPH = 1.2 nMPG New conditions: 2,750 RPM produces 14 knots and burns 14 GPH = 1.0 nMPG

The extra friction reduced fuel economy by 17%. Engine misalignment or a seized Cutlass bearing would affect fuel economy in this range. A dirty bottom or propeller can cost even more efficiency. This effect becomes much greater at planing speeds.

Single vs. Twins

It seems intuitive that running a single engine would be more fuel efficient than running twins. Let's look at some numbers at semi-displacement speeds. To move this hull through the water at 15 knots, we need 300 hp. If we power the boat with a single 370 hp engine, we must run it at 2,800 RPM to achieve 300 hp.

Numbers for this scenario:

- 15 knots requires 300 hp
- 300 hp requires 2,800 RPM
- 2,800 RPM burns 15.8 GPH
- 15 knots / 15.8 MPG = 0.95 nMPG

By putting two smaller engines—say, 220 hp each—on the same boat, we will still need approximately the same power to reach 15 knots. Therefore, less power is now required from each engine, in this case 150 hp each. Looking at the data for these engines, we see that they will now have to run at 2,350 RPM to achieve 150 hp:

- 15 knots requires 300 hp (or 150 hp per engine)
- 150 hp requires 2,350 RPM
- 2,350 RPM burns 8.8 GPH per engine
- 15 knots / 17.6 GPH = 0.85 MPG

More technically, we would have to take into account the weight of the second engine and slightly greater inefficiency caused by two propellers. However, it should be noted that any differences will be relatively small (in most cases, +/- 10%). And in some cases, the two engines will burn less fuel than a single engine, depending on the power and propeller configurations.

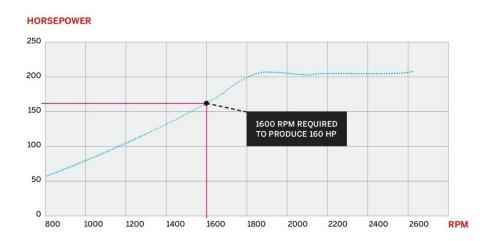
The analysis is avoiding a number of other thorny considerations, including boat handling, maintenance costs, engine access, and propeller inefficiencies, to name a few.

This same data answers a similar question: "What happens if I operate my twin-engine boat on one engine?" At cruising speeds, you can read the math above in reverse order and get the answer: the changes in fuel consumption will again be minor, probably within 10%. This scenario becomes impractical at planing speeds, however, as the load on one engine will likely be a problem.

Once again, another set of considerations is left out, such as what to do with the dead engine shaft. If free rotation is allowed, we must be concerned with the swivel transmission and shaft seal. However, a fixed propeller moving in the water behaves like a propeller spinning in reverse. If the propeller cannot rotate, it dramatically increases drag and fuel economy drops dramatically.

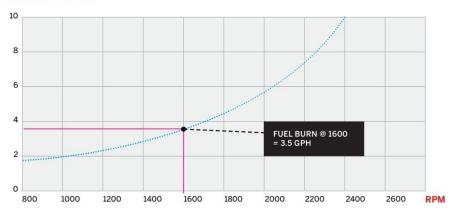
Horsepower

When comparing two similar boats, fuel-conscious buyers often prefer the boat with the smaller engine, assuming it has better fuel economy. But remember our initial premise that a certain amount of power is required to move a given hull form through the water at a given speed. Let's assume we need 160 hp to reach our ideal cruising speed of 7 knots. If we look at the specifications for a 210 hp engine, we see that we need to run at 1,600 RPM to achieve 160 hp.

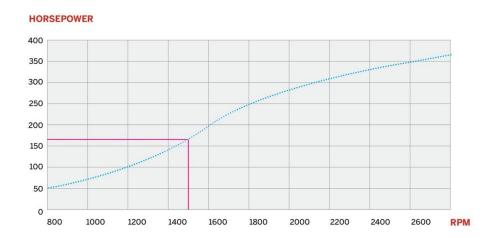


Now we can look at the same specifications to estimate fuel consumption:

GALLONS PER HOUR



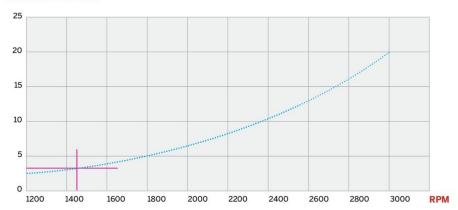
At 7 knots, we will burn 3.5 GPH, resulting in fuel economy of 2 nMPG. We can compare this performance to a larger engine, increasing from 210 hp to 370 hp. In the following engine performance specifications, we see that this engine will need 1,450 RPM to produce the same 160 hp.



The last piece of the puzzle:

How much fuel will the larger engine burn while generating the same power (and therefore the same speed)?

GALLONS PER HOUR



At 1450 RPM, the more powerful engine will burn 2.7 GPH. Given the running speed of 7 knots at 160 HP, we arrive at a fuel burn of 2.6 nMPG—a 30% improvement over the smaller engine.

CONCLUSION

For all speedboats at cruising speed, when it comes to fuel economy, speed trumps all other factors—but only at slow speeds. At full displacement speeds, one or two knots slower can double or triple your fuel economy. Almost all other factors, such as twin versus single engines, high power versus low power, and engine misalignment or connecting bearings, can individually account for differences of only 5-15%.

Putting this information into perspective:

- A distance of 75 miles to cover in one day at 7.5 knots will require 10 hours of operation and consume 30 gallons.
- Increasing your speed to 9.0 knots will get you there about 90 minutes earlier and consume about 90 gallons.
- Assuming gasoline costs \$4/gallon, the difference comes to about \$255.
- If 90 minutes makes the difference between arriving at an unfamiliar inlet in daylight or after dark, or avoiding a predicted increase in wave heights, it is probably worth the additional cost.
- In conditions where you are operating at sea and covering hundreds of miles, these differences add up in significant ways.

If you have a boat that will plane, once you get up on plane, gains in speed cause much smaller increases in fuel consumption. In the example given above, at 15 knots the boat achieved 0.64 nMPG and at 25 knots the figure was 0.57 nMPG. At 15 knots, the 75-mile trip will take 5 hours and consume 117 gallons of fuel, whil t 25 knots, the time drops to just 3 hours and 132 gallons. The fuel cost for the extra 10 knots is only \$60.

No matter what hull shape you sail, whether you sail with two or a single engine, or have high or low power, nothing will affect your fuel economy more than cruising at full displacement speeds. (Typically, less than

1.2 times the square root of the waterline length will be an optimal point.) Once planing, the increase in speed is much less important, but the importance of a clean hull bottom and running gear is much more important.

Don't be fooled by GPH, and keep in mind that it all comes down to a cost-benefit calculation. Otherwise, we'd all be sailing at 4 knots.

Source: Steve Zimmerman is the president of Zimmerman Marine, which operates five shipyards in Maryland, Virginia, North Carolina, and South Carolina. Zimmerman has been building and repairing boats for more than four decades.

Reference: Case No. 08211.000516/2025-47



FEDERAL PUBLIC SERVICE MJSP - FEDERAL POLICE CONTRACTS DIVISION - DICON/CLC/CGAD/DLOG/PF

DRAFT CONTRACT

Case No. 08211.000263/2025-10

Contract XX/20XX-CGAD/DLOG/PF

ADMINISTRATIVE CONTRACT No. XX/20XX, ENTERED INTO BY THE FEDERAL **GOVERNMENT, REPRESENTED BY** INTERMEDIARY OF AND THE COMPANY

The [Federal Government] OR [XXXXX Local Authority] OR [XXXXXX Foundation], through the [contracting agency], with headquarters at [address], in the city of [city]/[state], registered with the CNPJ under No. [CNPJ], hereby represented by(a) [position and name], appointed by Ordinance No. XX, dated [day] of [month] of [year], published in the DOU on [day] of [month] of [year], holder of Functional Registration No. [registration number], hereinafter referred to as CONTRACTOR, and(a) [CONTRACTED PARTY], registered with the CNPJ/MF under no. [CNPJ], headquartered at [address], in the city of [city]/[state], hereinafter referred to as CONTRACTED PARTY, herein represented by [name and position at CONTRACTED PARTY], in accordance with [company's articles of incorporation] OR [power of attorney presented in the case files], in view of the contents of Case No. 08211.000263/2025-10 and in compliance with the provisions of Law No. 14,133, of April 1, 2021, and other applicable legislation, hereby agree to enter into this Contract, arising from the [Electronic Auction] OR [Competitive Bidding] OR [Bidding Waiver] OR [Bidding Exemption] No. XX/XXXX, under the terms and conditions set forth below.

1. FIRST CLAUSE - OBJECT

1.1. The object of this instrument is the acquisition of 21 (twenty-one) PATROL AND INTERCEPTION BOATS (LPI) WITH ROAD TRANSPORT TRAILERS, according to the conditions, quantities, and requirements established in the Terms of Reference.

1.2. Purpose of the contract:

ITEM SPECIFICATION	CATMAT	UNIT OF MEASURE	QUANTITY	UNIT UNIT	TOTAL TOTAL
PATROL BOAT 1 PATROL AND INTERCEPTION	48011	Unit	21		

- 1.3. The following are binding on this contract, regardless of transcription:
- 1.3.1. The Terms of Reference:

- 1.3.2. The Bid Notice;
- 1.3.3. The CONTRACTOR's Proposal;
- 1.3.4. Any attachments to the above documents.

2. SECOND CLAUSE – TERM AND EXTENSION

- 2.1. The term of the contract is (....) months from, pursuant to Article 105 of Law No. 14,133, of 2021.
- 2.2. The term of validity shall be automatically extended, regardless of any addendum, when the object is not completed within the period agreed above, except for the applicable measures in the event of fault by the contractor, as provided for in this instrument.

3. THIRD THIRD – MODELS OF EXECUTION AN MANAG CONTRACTUAL (ART. 92, IV, VII AND DEMENT XVIII)

3.1. The contractual execution regime, management and execution models, as well as the deadlines and conditions for completion, delivery, observation, and receipt of the object are set forth in the Terms of Reference, attached to this Agreement.

4. FOURTH CLAUSE – SUBCONTRACTING

4.1. The rules on subcontracting the object are those established in the Terms of Reference Reference attached to this Agreement.

- 5.2. The above amount includes all ordinary direct and indirect expenses arising from the performance of the object, including taxes and/or duties, social security, labor, social security, tax, and commercial charges, administration fees, freight, insurance, and other expenses necessary for the full performance of the object of the contract.
- 5.3. The above amount is merely an estimate, so that payments due to the CONTRACTED PARTY will depend on the quantities actually supplied.

6. SIXTH CLAUSE - PAYMENT (ART. 92, V AND VI)

6.1. The deadline for payment to the contractor and other conditions related thereto are defined in the Terms of Reference, attached to this Contract.

7. CLAUSE SEVEN - ADJUSTMENT (ART. 92, V)

7.1. The rules regarding the adjustment of the contract value are those defined in the Terms of Reference, attached to this Contract.

8. EIGHTH CLAUSE - CONTRACTOR'S OBLIGATIONS (ART. 92, X, XI AND XIV)

- 8.1. The CONTRACTOR's obligations are:
- 8.1.1. To demand compliance with all obligations assumed by the CONTRACTED PARTY, in accordance with the contract and its annexes;
- 8.1.2. Receive the object within the deadline and conditions established in the Terms of Reference;

- 8.1.3. Notify the CONTRACTED PARTY, in writing, of any flaws, defects, inaccuracies, imperfections, failures, or irregularities found in the execution of the contractual object, setting a deadline for it to be replaced, repaired, or corrected, in whole or in part, at its expense, ensuring that the solutions proposed by it are the most appropriate;
- 8.1.4. Monitor and supervise the execution of the contract and the fulfillment of obligations by the CONTRACTED PARTY;
- 8.1.5. Make payment to the CONTRACTED PARTY of the amount corresponding to the supply of the object, within the term, form, and conditions established in this Contract and in the Terms of Reference.
- 8.1.6. Apply to the CONTRACTOR the penalties provided for by law and in this Contract;
- 8.1.7. Notify the legal representation body of the Federal Attorney General's Office to take appropriate measures in the event of non-compliance with obligations by the CONTRACTOR;
- 8.1.8. Explicitly issue a decision on all requests and complaints related to the execution of this Agreement, except for requests that are manifestly irrelevant, merely dilatory, or of no interest to the proper execution of the agreement.
- 8.1.8.1. The Administration shall have *up to thirty (30) days* from the date of filing of the request to decide, with the possibility of a justified extension for an equal period.
- 8.1.9. Respond to any requests for the restoration of economic and financial balance made by the CONTRACTOR within a maximum period of 60 (sixty) days;
- 8.2. The Administration shall not be liable for any commitments made by the CONTRACTED PARTY. CONTRACTED with third parties, even if linked to the performance of the contract, as well as for any damage caused to third parties as a result of an act by the CONTRACTED PARTY, its employees, agents, or subordinates.

9. NINTH CLAUSE - OBLIGATIONS OF THE CONTRACTED PARTY (ART. 92, XIV, XVII) XVI AND

- 9.1. The CONTRACTED PARTY must comply with all obligations contained in this Contract and its annexes, assuming as exclusively its own the risks and expenses arising from the proper and perfect execution of the object, also observing the following obligations:
- 9.2. Comply with the regular determinations issued by the contract supervisor or manager or higher authority and provide any clarification or information requested by them;
- 9.3. Repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part, within the period set by the contract supervisor, any goods and services in which defects, flaws, or inaccuracies resulting from the execution or the materials used are found:
- 9.4. Be liable for defects and damages resulting from the execution of the object, as well as for any and all damages caused to the Administration or third parties, without reducing this liability to the supervision or monitoring of the contractual execution by the CONTRACTING PARTY, which shall be authorized to deduct from the payments due or from the guarantee, if required, the amount corresponding to the damages suffered;
- 9.5. When it is not possible to verify compliance in the Supplier Registration System (SICAF), the CONTRACTED PARTY shall deliver the following documents to the department responsible for supervising the contract, together with the invoice for payment purposes:
- 9.5.1. proof of regularity with regard to Social Security;
- 9.5.2. joint certificate relating to federal taxes and Federal Government Debt;
- 9.5.3. certificates proving compliance with the State or District Treasury of the CONTRACTED PARTY's domicile or headquarters;
- 9.5.4. FGTS Compliance Certificate CRF; and

9.5.5. Certificate of No Labor Debts – CNDT.

- 9.6. Be responsible for complying with all labor, social security, tax, fiscal, commercial, and other obligations provided for in specific legislation, the non-compliance with which does not transfer responsibility to the CONTRACTOR and may not burden the object of the contract;
- 9.7. Promptly notify the contract supervisor, given the urgency of the situation, of any abnormal occurrence or accident that occurs at the site of the contract's execution, within 24 (twenty-four) hours;
- 9.8. Halt, at the CONTRACTOR's request, any activity that is not being performed in accordance with good practice or that jeopardizes the safety of persons or property of third parties;
- 9.9. Maintain, throughout the term of the contract, in accordance with the obligations assumed, all conditions required for qualification in the bidding process or for qualification in direct contracting;
- 9.10. Comply, throughout the term of the contract, with the job reservations provided for by law for persons with disabilities, persons rehabilitated by Social Security, or apprentices, as well as the job reservations provided for in the legislation;
- 9.11. Prove the reservation of positions referred to in the above clause, within the period set by the contract supervisor, indicating the employees who filled the aforementioned vacancies;
- 9.12. Maintain confidentiality regarding all information obtained as a result of the performance of the contract;
- 9.13. Bear the burden arising from any error in the quantification of its proposal, including variable costs arising from future and uncertain factors, and supplement them if the initial estimate in its proposal is not sufficient to fulfill the object of the contract, except when any of the events listed in art. 124, II, d, of Law No. 14,133, of 2021, occur;
- 9.14. Comply with the CONTRACTOR's safety standards, in addition to the legal requirements in force at the federal, state, or municipal level;
- 9.15. Allocate the necessary employees to fully comply with the clauses of this contract, with adequate qualifications and knowledge;
- 9.16. Provide services within the established parameters and routines;
- 9.17. Provide all materials, equipment, tools, and utensils required, in adequate quantity, quality, and technology, in compliance with the recommendations accepted by good technique, standards, and governing legislation;
- 9.18. Conduct the work in strict compliance with the relevant legislation, complying with the determinations of the Public Authorities, always keeping the place of execution of the object clean and in the best conditions of safety, hygiene, and discipline;
- 9.19. Submit in advance, in writing, to the CONTRACTOR, for analysis and approval, any changes in the executive methods that deviate from the specifications of the descriptive memorial or similar instrument;
- 9.20. Comply with labor protection standards, including those relating to occupational safety and health;
- 9.21. Not subject workers to degrading working conditions, exhausting working hours, debt bondage, or forced labor;
- 9.22. Not allow the use of any labor by minors under sixteen years of age, except as apprentices for those over fourteen years of age, in accordance with the relevant legislation;
- 9.23. Not subjecting minors under the age of eighteen to night work, dangerous or unhealthy conditions, or activities included in the List of Worst Forms of Child Labor, approved by Decree No. 6,481 of June 12, 2008;
- 9.24. Receive and appropriately handle complaints of discrimination, violence, and harassment in the workplace;

- 9.25. Deliver the item accompanied by the user manual, with a version in Portuguese, and a list of authorized technical assistance providers;
- 9.26. Be responsible for defects and damage resulting from the item, in accordance with the Consumer Protection Code (Law No. 8,078, of 1990);
- 9.27. Notify the CONTRACTING PARTY, within a maximum period of 24 (twenty-four) hours the date of delivery, the reasons that make it impossible to meet the deadline, with due proof;
- 9.28. Guide and train its employees on the duties provided for in Law No. 13,709, of August 14, 2018, adopting effective measures to protect personal data to which it has access by virtue of the execution of this contract;
- 9.29. Bear the costs for trials, tests, approvals, registrations, and other evidence required by official technical standards for the proper execution of the object of the contract;
- 9.30. Faithfully execute the supply, delivering the contracted object under the agreed conditions, deadlines, and quantities, in accordance with the requirements contained in the Terms of Reference, Notice, and commercial proposal, without additional costs to the Contracting Party;
- 9.31. Accept, under the same contractual conditions, any additions and deletions that may be necessary, up to 25% (twenty-five percent) of the initial updated value of the Contract, in accordance with the first paragraph of Article 125 of Law No. 14133/21;
- 9.32. Replace, exchange, substitute, collect, transport to the origin/destination and vice versa, within 60 (sixty) calendar days, at its sole expense, in whole or in part, the equipment found to be supplied with errors, outside the required standard, defective, incorrect, resulting from the supply provided, including facts arising from its contracted third parties, counting from the receipt of the communication issued by the competent area of the Contractor;
- 9.33. Provide objects duly certified by the controlled products inspection area, in cases where such objects are required, in accordance with Law No. 10,826/03 and Decree 10,030/2019. Select, hire, and pay the fees of the Customs Brokerage Company (broker), which will assist the Contractor's Receiving Committee with customs clearance, in the case of a foreign company or partnership that does not operate in Brazil, if necessary, at the expense, risk, and responsibility of the company representing the foreign bidder(s) in Brazil;
- 9.34. Be responsible for all necessary assistance to the Customs Broker, duly accredited by the Foreign Trade System SISCOMEX, for effective customs clearance with customs authorities and other government agencies that may be involved in the process of regularizing the entry of the object of this bid into the country, whose responsibility for the selection, hiring and payment of the fees of the Customs Brokerage Company ("Broker") shall be exclusively at the expense, risk, and responsibility of the CONTRACTED company;
- 9.35. Be responsible for the expenses of taxes, labor, social security, tax, commercial charges, fees, freight, insurance, staff travel, provision of guarantees, and any others that are or may be incurred in the performance of the contract.
- 9.36. Pay any and all fees related to the cost of importation, such as insurance, freight, and transportation of goods, as established in INCOTERM, using the DPU modality for this purpose;
- 9.37. The contractor shall bear the costs of international transport insurance, international freight, customs clearance, and other applicable costs, taxes, and fees, considering the International Trade Terms INCOTERMS 2020 DPU modality Delivered At Place Unloaded as well as storage, handling, and transport/freight costs to the place of delivery.
- 9.38. Deliver the goods to the destination city as per Annex 4 of the Terms of Reference, to the addresses indicated in the supply order issued by the contractor, under its full responsibility, on a business day, at a previously established time.
- 9.39. At the time of signing the contract, provide a price list for all equipment parts and accessories, technical assistance services, and anything else deemed relevant, itemizing them.

- 9.40. Deliver manuals in Portuguese, accessories, certificates, instruments, and tools that must accompany each item.
- 9.41. Use only original parts, materials, and accessories, and under no circumstances use items from the parallel market or from other sources without the express prior authorization of the Contractor;
- 9.42. Provide the Contractor with all technical documentation and technical drawings of the item necessary for the proper administration and/or monitoring of the Contract.
- 9.43. Inform the Contractor of any changes to the manuals, technical characteristics of the product (parts, resistance, conditions of use, possibility of failures, etc.) or other changes that influence the use/maintenance/safety of the product and/or its users.
- 9.44. If the goods fall under the provisions of Article 20 of Law No. 12,305 of 2010 National Solid Waste Policy, the CONTRACTOR shall prepare a solid waste management plan, subject to approval by the competent authority.

10. CLAUSE TEN – OBLIGATIONS RELATED TO THE LGPD

- 10.1. The parties shall comply with Law No. 13,709, of 2018 (LGPD), with regard to all personal data to which they have access as a result of the tender or the administrative contract that may be signed, as of the submission of the proposal in the contracting procedure, regardless of any express declaration or acceptance.
- 10.2. The data obtained may only be used for the purposes that justified its access and in accordance with good faith and the principles of Article 6 of the LGPD.
- 10.3. Sharing data obtained with third parties is prohibited, except in cases permitted by law.
- 10.4. The Administration must be informed within five (5) business days of all subcontracting agreements signed or to be signed by the CONTRACTED PARTY.
- 10.5. Once the data has been processed in accordance with Article 15 of the LGPD, the CONTRACTED PARTY is required to delete it, except in the cases provided for in Article 16 of the LGPD, including those in which it is necessary to keep documentation for the purpose of proving compliance with legal or contractual obligations and only for as long as these obligations are not time-barred.
- 10.6. It is the CONTRACTED PARTY's duty to guide and train its employees on the duties, requirements, and responsibilities arising from the LGPD.
- 10.7. The CONTRACTED PARTY shall require SUBCONTRACTORS and SUBCONTRACTORS to compliance with the duties of this clause, remaining fully responsible for ensuring their observance.
- 10.8. The CONTRACTING PARTY may take steps to assess compliance with this clause, and the CONTRACTED PARTY shall promptly respond to any requests for proof made.
- 10.9. The CONTRACTED PARTY shall provide, within the period set by the CONTRACTING PARTY, which may be extended
- justifiably, any information about personal data for compliance with the LGPD, including any disposal carried out.
- 10.10. Databases formed from administrative contracts, notably those that propose to store personal data, must be maintained in a controlled virtual environment, with individual traceable records of processing carried out (LGPD, art. 37), with each access, date, time, and record of the purpose, for the purpose of accountability in case of any omissions, deviations, or abuses.
- 10.10.1. These databases must be developed in an interoperable format in order to ensure the reuse of this data by the Administration in the cases provided for in the LGPD.
- 10.11. The contract is subject to change in the procedures relevant to the processing of personal data, when indicated by the competent authority, in particular the ANPD through technical opinions or recommendations, edited in accordance with the LGPD.

10.12. The contracts and agreements referred to in § 1 of art. 26 of the LGPD must be communicated to the national authority.

11. CLAUSE ELEVEN – GUARANTEE OF EXECUTION

There shall be no requirement for a contractual performance guarantee.

12. CLAUSE TENTH SECOND – VIOLATIONS AND SANCTIO ADMINISTRACTIVE NS ATION

12.1. The rules regarding infractions and administrative sanctions related to the execution of the contract are those defined in the Terms of Reference, attached to this Contract.

13. CLAUSE THIRTEEN – CONTRACT TERMINATION

- 13.1. The contract shall be terminated when the obligations of both parties have been fulfilled, even if this occurs before the stipulated term.
- 13.2. If the obligations are not fulfilled within the stipulated period, the term shall be extended until the conclusion of the object, in which case the Administration shall arrange for the readjustment of the schedule set for the contract.
 - 13.2.1. When the non-completion of the contract referred to in the previous item is due to the fault of the contractor:
 - a) the contractor shall be in default, and the respective administrative penalties shall apply; and
 - b) the Administration may opt to terminate the contract and, in this case, shall adopt the measures permitted by law for the continuity of the contract's execution.
- 13.3. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the term set forth therein, for any of the reasons provided for in Article 137 of Law No. 14,133/21, as well as amicably, ensuring the right to a fair hearing and full defense.
- 13.3.1. In this case, Articles 138 and 139 of the same Law shall also apply.
- 13.3.2. A change in the company's corporate structure or a modification of its purpose or structure shall not give rise to termination if it does not restrict its ability to perform the contract.
- 13.3.2.1. If the operation involves a change in the contracted legal entity, an addendum must be formalized for subjective alteration.
- 13.4. The termination clause shall, whenever possible, be preceded by:
- 13.4.1. A balance sheet of contractual events already fulfilled or partially fulfilled;
- 13.4.2. A list of payments already made and still due;
- 13.4.3. Compensation and penalties.
- 13.5. The termination of the contract does not constitute an obstacle to the recognition of economic and financial imbalance, in which case compensation will be granted by means of a compensation agreement (Article 131, caput, of Law No. 14,133, of 2021).
- 13.6. The contract may be terminated if it is found that the contractor has a technical, commercial, economic, financial, labor, or civil relationship with a manager of the contracting agency or entity or with a public official who has performed a function in the bidding process or who acts in the supervision or management of the contract, or who is their spouse, partner, or relative in a direct line, collateral line, or by affinity, up to the third degree (Article 14, item IV, of Law No. 14,133, of 2021).
- 13.7. The CONTRACTING PARTY may also:

- 13.7.1. in cases where the CONTRACTED PARTY is obliged to pay a fine, retain the guarantee provided to be executed, in accordance with the legislation governing the matter: and
- 13.7.2. in cases where there is a need to compensate for losses caused to the Administration, pursuant to item IV of art. 139 of Law No. 14,133, of 2021, retain any existing credits in favor of the CONTRACTED PARTY arising from the contract.
- 13.8. The contract may be terminated if it is found that the CONTRACTOR has a relationship of a technical, commercial, economic, financial, labor, or civil relationship with a manager of the contracting agency or entity or with a public official who has performed a function in the bidding or direct contracting process, or who acts in the supervision or management of the contract, or who is their spouse, partner, or relative in a direct line, collateral line, or by affinity, up to the third degree.

14. CLAUSE FOURTEEN - AMENDMENTS

- 14.1. Any contractual amendments shall be governed by the provisions of Articles 124 et seq. of Law No. 14,133 of 2021.
- 14.2. The CONTRACTED PARTY is obliged to accept, under the same contractual conditions, any additions or deletions that may be necessary, up to a limit of 25% (twenty-five percent) of the initial updated value of the contract.
- 14.3. Deletions resulting from an agreement between the contracting parties may exceed the limit of 25% (twenty-five percent) of the updated initial value of the contract.
- 14.4. Contractual amendments shall be made by means of an addendum, subject to prior approval by the CONTRACTING PARTY's legal counsel, except in cases of justified need to anticipate their effects, in which case the addendum shall be formalized within a maximum period of one (1) month.
- 14.5. Records that do not characterize a change to the contract may be made by simple addendum, without the need to execute an addendum, in accordance with Article 136 of Law No. 14,133 of 2021.

15. CLAUSE FIFTEEN – BUDGET ALLOCATION

- 15.1. The expenses arising from this contract shall be charged to specific resources allocated in the General Budget of the Union for this fiscal year, in the appropriation detailed below: I) Management/Unit:
- II) Source of Funds:
- III) Work Program:
- IV) Expense Item:
- V) Internal Plan: and
- VI) Commitment Note:

16. CLAUSE SIXTEEN – OMISSIONS

16.1. Omissions shall be decided by the contractor, in accordance with the provisions contained in Law No. 14,133, of 2021, and other applicable federal regulations and, subsidiarily, in accordance with the provisions contained in Law No. 8,078, of 1990 – Consumer Protection Code – and general rules and principles of contracts.

17. CLAUSE SEVENTEEN – PUBLICATION

17.1. The CONTRACTING PARTY shall be responsible for publishing this instrument on the National Public Procurement Portal

Public Procurement Portal (PNCP), as provided for in Article 94 of Law 14,133 of 2021, as well as on the respective official website, in accordance with Article 91, caput, of Law No. 14,133 of 2021, and Article 8, §2, of Law No. 12,527, of 2011, in conjunction with Article 7, §3, item V, of Decree No. 7,724, of 2012.

18. **CLAUSE EIGHTEEN – JURISDICTION**

18.1. The Federal Court in Brasília, Judicial Section of the Federal District, is hereby elected to settle any disputes arising from the execution of this Contract that cannot be settled by conciliation, pursuant to Article 92, §1, of Law No. 14,133/21.

Brasília/DF, of 20XX.

Legal Representative of the CONTRACTING PARTY

Legal Representative of the CONTRACTED PARTY

WITNESSES:

1.

2.



Document signed electronically by ELISANGELA ALVES FERREMAINISTRATOR, on 11/26/2025, at 09:23, according to the official time in Brasília, based on art. 6, § 1, of Decree No. 8,539, of October 8, 201



The authenticity of this document can be verified at https://sei4.pf.gov.br/sei/controlador_externo.php acao=documento_conferir&id_orgao_acesso_externo=0&cv=143674602&crc=6B8C5E0 Verification codd: 43674602CRC code: 6B8C5E1.

Reference: Case No. 08211.000263/2025-10 SEI No. 143674602





UASG 200334

ADMINISTRATION COORDINATION-COAD

Price Registration Minutes 12/2025

Basic Information

Artifact Number UASG Edited by Updated

12/2025 200334-ADMINISTRATION COORDINATION-COAD ISRAEL DE MATOS AMARAL 04/12/2025 15:35 (v 0.5)

Status

COMPLETED

Other

CategoryContract NumberAdministrative ProcessII - purchase, including by order/Permanent goods286/202508211000263202510

1. Administrative Process No. xxxxx.xxxxx/xxxx-xx

Price Registration Minutes No. XX/XXXX

The Ministry of Justice and Public Security, through the FEDERAL POLICE, via the GENERAL ADMINISTRATION COORDINATION (UASG 200334), headquartered at Setor Comercial Norte, Quadra 04, Asa Norte, CEP 70714-903, in the city of Brasília/DF, registered with the CNPJ/MF under No. 00.394.494/0014-50, hereby represented by Federal Police Chief ANDRÉ LUIS LIMA CARMO, Expenditure Authorizer, appointed by Ordinance No. 17.389-DG/PF, dated January 23, 2023, published in Service Bulletin No. 017, dated January 24, 2023, bearing employee registration No. 1542699, considering the judgment of [electronic auction bidding] OR [direct contracting procedure], for PRICE REGISTRATION No./202..., published on of/202 , administrative proceeding No. xxxxx.xxxxxx/xxxx-xx, RESOLVES to register the prices of the company(ies) indicated and qualified in these MINUTES, according to the classification achieved by them and in the quantities quoted, in accordance with the conditions set forth in the [Bidding Notice] OR [Direct Contracting Notice], subjecting the parties to the rules contained in Law No. 14,133, of April 1, 2021, in Decree No. 11,462, of March 31, 2023, and in accordance with the following provisions:

1. OBJECT

1.1. The purpose of these Minutes is to record prices for the possible [Acquisition of PATROL AND INTERCEPTION BOATS (LPI) WITH ROAD TRANSPORT TRAILERS], specified in item(s) XX of the

Terms of Reference, Annex XX of *[bidding notice]* OR *[direct contracting notice]* No. xxxx/xxxx, which is an integral part of these Minutes, as well as the bids whose prices have been recorded, regardless of transcription.

2. PRICES, SPECIFICATIONS, AND QUANTITIES

2.1. The registered price, the specifications of the object, the minimum and maximum quantities of each item, supplier(s), and other conditions offered in the proposal(s) are as follows:

Ite	Supplier [company name, CNPJ/MF, address, contacts, representative]
of	

TR								
X	Specification	Brand (if required in the notice)	Model (if required in the notice)	Unit	Maximum Quantity	Minimum Quantity	Unit Value	Warran ty period or Validity

2.2. The list of reserve registrations related to this price registration is attached to these Minutes. [A3]

3. MANAGING AND PARTICIPATING AGENCY(IES)

- 3.1. The managing agency shall be [the public agency or entity that will manage the price registration minutes].
- 3.2. Apart from the manager, there are no public agencies or entities involved in price registration.

<u>OR</u>

3.3. In addition to the manager, the following public agencies and entities participate in price registration:

l tem no .	Participating Agencie s	- Unit -	Quantity

4. ADHERENCE TO THE PRICE REGISTRATION MINUTES

4.1. Adherence to the price registration minutes [A1] resulting from this bid or direct contract will not be permitted, as justified in the Terms of Reference.

OR

4.2. During the term of the minutes, considering §1 of Art. 8 of ADMINISTRATIVE RULE No. 405, of November 20, 2020 - MJSP, agencies linked to the Ministry of Justice and Public Security that did not participate in the IRP procedure may adhere to the price registration minutes as non-participants, subject to the following requirements:

- 4.2.1. presentation of justification for the advantage of joining, including in situations of probable shortage or discontinuity of public service;
- 4.2.2. demonstration that the recorded values are compatible with market values, in accordance with Article 23 of Law No. 14.133 of 2021: and
- 4.2.3. prior consultation and acceptance by the managing body or entity and the supplier.

- 4.3. Authorization by the managing body or entity will only be granted after acceptance of the accession by the supplier.
- 4.3.1. The managing body or entity may reject applications if they could prejudice the execution of its own contracts or its management capacity.
- 4.4. After authorization by the managing body or entity, the non-participating body or entity must complete the requested purchase or contract within ninety days, observing the term of validity of the minutes.
- 4.5. The deadline referred to in the previous subitem, relating to the execution of the contract, may be extended exceptionally, upon request by the non-participating agency or entity accepted by the managing agency or entity, provided that the time limit for the validity of the price registration minutes is respected.
- 4.6. The agency or entity may adhere to an item in the price registration minutes of which it is a member, as a non-participant, for those items for which it has no registered quantity, subject to the requirements of item 4.1.

Limits on adherence

- 4.7. Additional purchases or contracts may not exceed, per agency or entity, fifty percent of the quantities of the items in the call for bids registered in the price registration minutes for the manager and participants.
- 4.8. The quantity resulting from the adhesions may not exceed, in total, twice the quantity of each item registered in the price registration minutes for the manager and participants, regardless of the number of non-participating agencies or entities that adhere to the price registration minutes.
- 4.9. For emergency purchases of medicines and medical and hospital supplies by federal, state, district, and municipal government agencies and entities, adherence to the price registration minutes managed by the Ministry of Health shall not be subject to the limit provided for in item 4.7.
- 4.10. Adherence to the price registration minutes by state, district, and municipal public administration agencies and entities may be required for voluntary transfers, not being subject to the limit referred to in item 4.7, provided that it is intended for the decentralized execution of a federal program or project and the compatibility of the registered prices with market values is proven in accordance with Article 23 of Law No. 14,133 of 2021.

Prohibition on increasing quantities

4.11. It is prohibited to increase the quantities set in the price registration minutes.

5. VALIDITY, FORMALIZATION OF THE PRICE REGISTRATION MINUTES, AND RESERVE REGISTRATION

- 5.1. The Price Registration Minutes shall be valid for one (1) year, counted from the first business day following the date of disclosure in the PNCP, and may be extended for an equal period, with the consent of the supplier, provided that the advantageous price is proven.
 - 5.1.1. In the event of an extension of the minutes, the quantity established in the notice [may] OR [may not] be renewed.
 - 5.1.2. The contract resulting from the price registration minutes shall have its term established in the contractual instrument itself and shall observe, at the time of contracting and in each fiscal year, the availability of budgetary credits, as well as the forecast in the multi-year plan, when exceeding one (1) fiscal year.
 - 5.1.3. When formalizing the contract or the substitute instrument, the availability of the respective budgetary credits must be indicated.

- 5.2. The contracting with the suppliers registered in the minutes shall be formalized by the interested agency or entity through a contractual instrument, issuance of an expense commitment note, purchase authorization, or other appropriate instrument, in accordance with Article 95 of Law No. 14,133, of 2021.
 - 5.2.1. The contractual instrument referred to in item 5.2 must be signed within the validity period of the price registration minutes.
- 5.3. Contracts arising from the price registration system may be amended, subject to Article 124 of Law No. 14,133, of 2021.
- 5.4. After the approval of the bid or direct contracting, the following conditions must be observed for the formalization of the price registration minutes:
 - 5.4.1. The prices and quantities of the successful bidder shall be recorded in the minutes, and the possibility of the bidder offering or not offering a proposal in a quantity lower than the maximum provided for in *the [bid notice] OR [direct contracting notice]* and committing to the limits thereof shall be observed;
 - 5.4.2. The minutes shall include, as an annex, a record of bidders or suppliers who:
 - 5.4.2.1. Agree to quote the goods, works, or services at prices equal to those of the successful bidder, subject to the classification of the bid; and
 - 5.4.2.2. Maintain their original proposal.
 - 5.4.3. The order of classification of bidders or suppliers recorded in the minutes shall be respected in the contracting process.
- 5.5. The purpose of the record referred to in item 5.4.2 is to create a reserve list in case the signatory of the minutes is unable to fulfill the contract.
- 5.6. For the purposes of the classification order, bidders or suppliers who agree to reduce their bids to the winning bidder's price will take precedence over those who maintain their original bid.
- 5.7. The qualification of bidders who will compose the reserve list referred to in item 5.4.2.2 will only be carried out when there is a need to hire the remaining bidders, in the following cases:
 - 5.7.1. When the winning bidder does not sign the price registration minutes within the deadline and under the conditions established in *the [bid notice] OR [direct contracting notice]*; and
 - 5.7.2. When the bidder's registration or price registration is canceled in the cases provided for in item 9.
- 5.8. The registered price, indicating the bidders and suppliers, will be disclosed in the PNCP and will remain available during the term of the price registration minutes.
- 5.9. After the approval of the bid or direct contracting, the highest-ranked bidder or supplier, in the case of direct contracting, will be summoned to sign the price registration minutes, within the deadline and under the conditions established in the bidding notice or direct contracting notice, under penalty of forfeiting the right, without prejudice to the sanctions provided for in Law No. 14,133, of 2021.
 - 5.9.1. The deadline for the summons may be extended once, for an equal period, at the request of the bidder or supplier summoned, provided that the request is submitted within the deadline, duly justified, and that the justification is accepted by the Administration.
- 5.10. The price registration minutes shall be signed by means of a digital signature and made available in the

Price Registration System.

5.11. When the summoned party does not sign the price registration minutes within the deadline and under the conditions established in the notice or in the contract notice, and in accordance with the provisions of item 5.7, observing item 5.7 and sub-items, the Administration is entitled to summon the remaining bidders from the reserve list, in order of classification, to do so within the same deadline and under the conditions proposed by the first classified bidder.

- 5.12. In the event that none of the bidders referred to in item 5.4.2.1 accept the contract under the terms of the previous item, the Administration, observing the estimated value and its possible update under the terms of *the* [bid notice] OR [direct contract notice], may:
 - 5.12.1. Call for negotiation the other remaining bidders or suppliers whose prices were registered without reduction, observing the order of classification, with a view to obtaining a better price, even if above the price of the winning bidder; or
 - 5.12.2. Award and sign the contract under the conditions offered by the remaining bidders or suppliers, observing the order of classification, when negotiations for better conditions are unsuccessful.
- 5.13. The existence of registered prices will imply a commitment to supply under the established conditions, but will not oblige the Administration to contract, allowing for a specific bidding process for the intended acquisition, provided that it is duly justified.

6. CHANGE OR UPDATE OF REGISTERED PRICES

- 6.1. Registered prices may be changed or updated as a result of a reduction in market prices or a fact that increases the cost of the registered goods, works, or services, in the following situations:
 - 6.1.1. In the event of force majeure, unforeseeable circumstances, or acts of God, or as a result of unpredictable or predictable events with incalculable consequences that make it impossible to execute the agreement as agreed, pursuant to item "d" of subsection II of the caput of Article 124 of Law No. 14,133, of 2021[A1];
 - 6.1.2. In the event of the creation, alteration, or extinction of any taxes or legal charges or the supervening of legal provisions with proven repercussions on the registered prices;
 - 6.1.3. In the event of a provision in the public notice or direct contracting notice for an adjustment or renegotiation clause on the registered prices, pursuant to Law No. 14,133, of 2021.
 - 6.1.3.1. In the case of readjustment, the annuality count and index provided for in the contract must be respected;
 - 6.1.3.2. In the case of renegotiation, it may be at the request of the interested party, according to the criteria defined for the contract.

7. NEGOTIATION OF REGISTERED PRICES

- 7.1. In the event that the registered price becomes higher than the market price due to supervening circumstances, the managing body or entity shall call on the supplier to negotiate a reduction in the registered price.
 - 7.1.1. If the supplier does not agree to reduce its price to market values, it will be released from its commitment to the registered item, without administrative penalties.
 - 7.1.2. In the event provided for in the previous item, the manager shall call on the suppliers on the reserve list, in order of classification, to verify whether they agree to reduce their prices to market values and shall not call on bidders or suppliers whose registration has been canceled.
 - 7.1.3. If the negotiations are unsuccessful, the managing body or entity shall cancel the price registration

minutes, adopting the appropriate measures to obtain a more advantageous contract.

7.1.4. In the event of a reduction in the registered price, the manager shall notify the agencies and entities that have entered into contracts arising from the price registration minutes so that they may assess the convenience and opportunity of negotiating a contractual amendment, in accordance with the provisions of Article 124 of Law No. 14,133 of 2021.

- 7.2. In the event that the market price becomes higher than the registered price and the supplier is unable to fulfill the obligations established in the minutes, the supplier will be entitled to request the manager to change the registered price, upon proof of a supervening fact that allegedly makes it impossible for them to fulfill the commitment.
 - 7.2.1. In this case, the supplier shall submit, together with the request for change, supporting documentation or a cost spreadsheet demonstrating the unfeasibility of the registered price in relation to the conditions initially agreed upon.
 - 7.2.2. In the event that the existence of a supervening fact that makes the registered price unfeasible is not proven, the request will be rejected by the managing body or entity, and the supplier must fulfill the obligations established in the minutes, under penalty of cancellation of its registration, pursuant to item 9.1, without prejudice to the penalties provided for in Law No. 14,133, of 2021, and in the applicable legislation.
 - 7.2.3. In the event of cancellation of the supplier's registration, under the terms of the previous item, the manager shall call upon the suppliers on the reserve list, in order of classification, to verify whether they agree to maintain their registered prices, in accordance with the provisions of item 5.7.
 - 7.2.4. If the negotiations are unsuccessful, the managing body or entity shall cancel the price registration minutes, pursuant to item 9.4, and shall take the appropriate measures to obtain the most advantageous contract.
 - 7.2.5. In the event of proof of an increase in the market price that makes the registered price unfeasible, as provided for in item 7.2 and item 7.2.1, the managing body or entity shall update the registered price in accordance with the actual market values.
 - 7.2.6. The managing body or entity shall notify the bodies and entities that have entered into contracts arising from the price registration minutes of the effective change in the registered price, so that they may assess the need for contractual changes, in accordance with the provisions of Article 124 of Law No. 14,133 of 2021.

8. REALLOCATION OF QUANTITIES REGISTERED IN THE PRICE REGISTRATION MINUTES

- 8.1. The quantities provided for items with prices registered in the price registration minutes may be reallocated by the managing agency or entity among the agencies or entities participating and not participating in the price registration.
- 8.2 The reallocation may only be made:
 - 8.2.1. From a participating agency or entity to a participating agency or entity; or
 - 8.2.2. From a participating agency or entity to a non-participating agency or entity.
- 8.3. The managing body or entity that has estimated the quantities it intends to contract will be considered a participant for the purposes of reallocation.
- 8.4. In the event of reallocation from a participating agency or entity to a non-participating agency or entity, the limits set forth in Article 32 of Decree No. 11,462, of 2023[A2], shall be observed.
- 8.5. The managing body or entity shall be responsible for authorizing the requested reallocation, with a reduction in the quantity initially reported by the participating body or entity, provided that there is prior

consent from the body or entity that will suffer a reduction in the reported quantities.

8.6. If the reallocation is made between agencies or entities of different states, the Federal District, or municipalities, the supplier benefiting from the price registration minutes shall be responsible for deciding whether or not to accept the supply resulting from the reallocation of items, subject to the conditions established therein.

8.7. In the event of centralized purchasing, if the managing agency or entity does not indicate the quantities of the participants in the centralized purchase, pursuant to item 8.3, the distribution of quantities for decentralized execution shall be through reallocation.

9. CANCELLATION OF THE REGISTRATION OF THE WINNING BIDDER AND THE REGISTERED PRICES

- 9.1. The supplier's registration will be canceled by the manager when the supplier:
 - 9.1.1. Fails to comply with the conditions of the price registration minutes, without justified reason;
 - 9.1.2. Fails to withdraw the commitment note, or equivalent instrument, within the period established by the Administration without reasonable justification;
 - 9.1.3. Does not agree to maintain its registered price, in the case provided for in Article 27, § 2, of Decree No. 11,462, of 2023; or
 - 9.1.4. Suffers a sanction provided for in items III or IV of the caput of art. 156 of Law No. 14,133, of 2021.
 - 9.1.4.1. In the event of application of the sanction provided for in items III or IV of the caput of Article 156 of Law No. 14,133, of 2021, if the penalty imposed on the supplier does not exceed the term of validity of the price registration minutes, the managing body or entity may, by means of a reasoned decision, decide to maintain the price registration, prohibiting contracts derived from the minutes while the effects of the sanction remain in force.
- 9.2. The cancellation of registrations in the cases provided for in item 9.1 shall be formalized by order of the managing body or entity, ensuring the principles of adversarial proceedings and full defense.
- 9.3. In the event of cancellation of the supplier's registration, the managing body or entity may call upon the bidders who make up the reserve list, observing the order of classification.
- 9.4. The cancellation of registered prices may be carried out by the manager, in a specific price registration record, in whole or in part, in the following cases, provided that they are duly proven and justified:
 - 9.4.1. For reasons of public interest;
 - 9.4.2. At the request of the supplier, due to unforeseeable circumstances or force majeure; or
 - 9.4.3. If negotiations are unsuccessful, in cases where the market price becomes higher or lower than the registered price, pursuant to Articles 26, § 3 and 27, § 4, both of Decree No. 11,462, of 2023.

10. PENALTIES

- 10.1. Failure to comply with the Price Registration Minutes will result in the application of the penalties established in *the [public notice] OR [direct contracting notice]*.
 - 10.1.1. The sanctions also apply to members of the reserve list in the price register who, when *called* upon, unjustifiably fail to honor the commitment made after signing the minutes.
- 10.2. The manager is responsible for applying penalties resulting from non-compliance with the provisions of

this price registration agreement (Art. 7, XIV, of Decree No. 11,462, of 2023), except in cases where the non-compliance relates to contracts with participating agencies or entities, in which case the respective participating agency shall be responsible for applying the penalty (Art. 8, IX, of Decree No. 11,462, of 2023).

10.3. The participating agency or entity shall notify the managing agency of any of the occurrences provided for in item 9.1, given the need to initiate proceedings to cancel the supplier's registration.

11. GENERAL CONDITIONS

11.1. The general conditions for the execution of the object, such as delivery and receipt deadlines, the obligations of the Administration and the registered supplier, penalties, and other conditions of the agreement, are defined in the Terms of Reference, attached to *the [public notice] OR [direct contracting notice]*.

11.2. In the case of award by global price for a group of items, the contracting of part of the items in the group will only be allowed if there is prior market research and demonstration of its advantage for the agency or entity.

For the sake of certainty and validity of the agreement, these Minutes were drawn up in () copies of equal content, which, after being read and

found to be in order, will be signed by the parties and a copy forwarded to the other participating bodies (if any).

Place and date

Signatures

Legal representative of the managing body and legal representative(s) of the registered supplier(s)

12. APPENDIX - RESERVE REGISTRATION

Reserve Registration

Following the ranking order, below is a list of suppliers who agreed to quote items at prices equal to those of the winning bidder:

TR	Supplier [company name, CNPJ/MF, address, contacts, representative]									
Ite										
m										
Х	Specification	Brand (if required in the notice)	Model (if required in the notice)	Unit	Maximum Quantity	Minimum Quantity	Unit Value	Warran ty period or Validity		

Following the order of classification, below is a list of suppliers who maintained their original proposal:

TR	Supplier [company name, CNPJ/MF, address, contacts, representative]									
Ite										
m										
	Specification	Brand	Model	Unit	Maximum	Minimum	Unit	Warran		
Х	(if required in the notice)	(if required in the notice)		Quantity	Quantity	Price	ty Period or Validity			

13. Responsible

All electronic signatures follow the official time in Brasília and are based on §3 of Art. 4 of Decree No. 10,543, dated November 13, 2020.

ANDRE LUIS LIMA CARMO

Competent authority