FEDERAL PUBLIC SERVICE MJSP -
FEDERAL POLICE
AIRCRAFT MAINTENANCE SERVICE - SMAN/CAOP/CGAP/DIREX/PF

Case No. 08200.018779/2025-31

TERMS OF REFERENCE

INTERNATIONAL ELECTRONIC AUCTION

1. GENERAL CONTRACTING CONDITIONS

1.1. Procurement of on-demand, factory-new rotary-wing aircraft, to be delivered with an airworthiness certificate valid for the year of final delivery of the aircraft, with permanent Brazilian registration, equipped with instruments and accessories certified in Brazil, including training, manufacturer's warranty, and technical assistance to be provided in Brazil, for use in transporting people, animals, cargo, and equipment for use in law enforcement activities, through a Price Registration Agreement, in accordance with the table below, subject to the conditions and requirements established in this document.

A tax equalization procedure will be applied. In this case, bidders must complete the bid forms in accordance with Annexes I and II, using NCM (Mercosur Common Nomenclature) code 8802.12.10 for an import from the United States (US) as a reference on the Siscomex website. The final tax equalization, valid for AWARD, will be verified, recalculated, and applied by the AUCTIONEER after the bidding phase and before qualification. The tax equalization submitted by bidders is for reference purposes only and does not replace the official tax equalization (as determined by the auctioneer).

ITEM	DESCRIPTION/SPECIFICATION	CATMAT	UNIT OF MEASURE	QUANTITY	REFERENCE UNIT PRICE (DOLLAR/REAL)	REFERENCE TOTAL AMOUNT (DOLLAR/REAL)
1	Rotary-Wing Aircraft	102,830	unit	03	US$22,713,457.71 R$115,432,063.43	US$ 68,140,373.13 R$ 346,296,190.28
dollar exchange rate as of April 9, 2026 (Ptax sell rate), https://ww.bcb.gov.br/estabilidadefinanceira/historicocotacoes, 1 USD = R$ 5.0821						

If a bid is submitted in another currency, the winning bid must not exceed the reference value in U.S. dollars, based on the exchange rate on the day of the public session.

1.1.1. Individualized consumption estimates from the managing agency and participating agency(ies) and entity(ies).

Managing Agency: Federal Police - UASG 200334				
Item	***DESCRIPTION/SPECIFICATIONS***	**CATMAT**	***UNIT OF MEASURE***	***Total Quantity***

01	Rotary-Wing Aircraft	102830	unit	02

Participating Agency: Federal District Civil Police - UASG 926015				
item	***DESCRIPTION/SPECIFICATIONS***	**CATMAT**	***UNIT OF MEASUREMENT***	***Total Quantity***
01	Rotary-Wing Aircraft	102830	unit	01

1.2. The goods covered by this contract are classified as standard, as justified in the Preliminary Technical Study (2.17)

1.3. The term of the contract is 36 months, effective from the date of signing, in accordance with Article 105 of Law No. 14,133 of 2021.

1.4. The contract provides further details on the rules that will apply regarding the contract's term.

1.5. The contract's priority level is medium, according to the Qualitative Risk Assessment Matrix for identified risks 145554133.

1.6. Foreign bidders or their representatives in Brazil must include in their bid price the cost of international transportation insurance, international freight, customs clearance, and other applicable costs, taxes, and fees, in accordance with the International Commercial Terms (INCOTERMS 2010) – DPU — *Delivered At Place Unloaded* — as well as the costs of storage, handling, and transportation/freight to the delivery location in the city of Brasília-DF, Brazil, and the "tax equalization" based on Paragraph 4 of Article 51 of Law No. 14,133, dated April 1, 2021, contained in Annex I (145177345) - Proposal Template designed to ensure competition and equal treatment in the bidding process, to be defined in the call for bids.

2. JUSTIFICATION AND DESCRIPTION OF THE NEED FOR THE CONTRACT

2.1. The rationale for the contract and its quantities is detailed in a specific section of the Preliminary Technical Studies, which are appended to these Terms of Reference.

2.2. The scope of the contract is set forth in the Annual Procurement Plan 100/2025, as detailed below:

I - PCA ID in the PNCP: 00394494000136-0-000048/2026

II- Date of publication in the PNCP: 10/30/2025

III- Item ID in the PCA: 26

IV- Class/Group: 1520 - ROTARY-WING AIRCRAFT

V- Future Procurement Identifier: 200334-10/2026

3. DESCRIPTION OF THE SOLUTION AS A WHOLE, TAKING INTO ACCOUNT THE LIFECYCLE OF THE OBJECT AND PRODUCT SPECIFICATIONS

3.1. The description of the solution as a whole is detailed in a specific section of the Preliminary Technical Studies, which are appended to these Terms of Reference.

4. CONTRACT REQUIREMENTS

4.1. Basic technical requirements/specifications for the aircraft are described in Section 6 of the Preliminary Technical Study.

4.2. Training requirements and specifications are described in the Preliminary Technical Study, item 6.7, as justified in item 10 of said Preliminary Technical Study.

4.3. Requirements/specifications regarding external characteristics are described in Section 6.2.7 of the Preliminary Technical Study.

Sustainability

4.4. In addition to any sustainability criteria included in the description of the subject matter, the following requirements—based on the National Guide to Sustainable Procurement—must be met:

4.4.1. Contractors, when operating within Brazil, must comply with the provisions of Articles 5 and 6 of IN No. 01/2010-SLTI/MPOG regarding environmental sustainability.

4.4.2. The goods must consist, in whole or in part, of recycled, non-toxic, and biodegradable materials, in accordance with ABNT NBR 15448-1 and 15448-2;

4.4.3. Environmental requirements must be met to obtain certification from the National Institute of Metrology, Standardization, and Industrial Quality (INMETRO) as sustainable products or products with a lower environmental impact compared to similar products.

4.4.4. The goods must preferably be packaged in appropriate individual packaging, with the smallest possible volume, using recyclable materials, in order to ensure maximum protection during transport and storage

4.4.5. That the goods do not contain hazardous substances in concentrations exceeding 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).

4.4.6. Any noncompliance with environmental standards identified during the performance of the Contract will be reported by the Federal Police to the relevant municipal, state, or federal regulatory agency.

Subcontracting

4.5. Partial subcontracting of the subject matter is permitted under the following conditions:

4.5.1. Full subcontracting or subcontracting of the main portion of the contract scope—which consists of manufacturing, installation of accessories, painting, and other items related to the physical components of the aircraft—is prohibited.

4.5.2. Subcontracting is limited to documentation requirements, customs clearance, transfer, and delivery of the goods... all procedures and documents necessary to receive the aircraft ready and certified for flight in accordance with Brazilian law, with the sole responsibility resting with the Contractor, and the costs already included in the price offered during the public session of the Electronic Auction.

4.6. In any case of subcontracting, the Contractor remains fully responsible for the proper performance of the contract and is required to supervise and coordinate the subcontractor's activities, as well as to be accountable to the Contracting Authority for strict compliance with the contractual obligations corresponding to the subject matter of the subcontract.

Contract Guarantee

4.7. There will be no requirement for a contract performance guarantee under Articles 96 et seq. of Law No. 14,133 of 2021, for the reasons set forth below:

4.7.1. This involves the procurement of aircraft through an international auction. Thus, requiring a performance bond would complicate the participation of foreign suppliers, given the possibility of submitting bids in foreign currency, a factor that could limit the competitiveness of the bidding process.

4.7.2. Furthermore, such a requirement could also increase costs for the supplier and, consequently, for the Government, and is therefore not an advantageous measure.

5. MODEL FOR EXECUTION OF THE CONTRACT

Delivery Terms

5.1. The installments will be delivered according to the following deadlines and conditions:

Installment	Inventory of the batch	Delivery Deadline
Single	Rotary-wing aircraft described in this document at the CAOP in Brasília, Federal District.	up to 1,080 days from the signing of the Contract

5.2. If delivery within the specified timeframes is not possible, the company must notify the respective parties at least 90 days in advance so that any request for an extension of the deadline may be reviewed, except in cases of unforeseeable circumstances or force majeure.

5.3. The goods must be delivered to the following address**: OPERATIONAL AVIATION COORDINATION,** at Brasília/DF International Airport, Hangar Sector, Hangar No. 13/14, Brasília/DF, ZIP Code 71.608-900, Phone: (61) 2024-9540 Fax: (61) 2024-9564;

5.4. The Contractor must fulfill all obligations set forth in the Request for Proposals, its attachments, and its proposal, assuming sole responsibility for the risks and expenses arising from the proper and complete execution of the contract, and furthermore:

5.4.1. deliver the subject matter in perfect condition, in accordance with the specifications, deadline, and location set forth in the Terms of Reference and its annexes, accompanied by the corresponding invoice, which shall include information regarding: *brand, manufacturer, model, country of origin, and warranty or validity period;*

5.4.2. the subject matter must be accompanied by the manufacturer's manual;

5.5. Deliver the aircraft to the address provided in Brasília/DF, with a definitive Brazilian registration and all other documentation required by Brazilian aviation law, particularly the Aeronautical Station License issued by Anatel, which must already be in effect as of the date of issuance of the Brazilian Airworthiness Certificate.

5.6. Provide the aircraft with at least one (1) complete set of technical documentation for the operation and maintenance of the aircraft, engine, propeller, and equipment, as well as a digitally signed or PDF version, accessible via the web, of the manufacturer's technical documentation and respective manuals, in their latest updated form.

5.7. Deliver the aircraft with an air operator and carrier liability insurance policy ("RETA"), valid for one (1) year from the date of issuance of the Brazilian Airworthiness Certificate.

5.8. Deliver the aircraft with the cabin configuration plan, paint scheme, and graphics in accordance with the design previously approved and defined by the CONTRACTING PARTY.

5.9. Instruct its employees to maintain confidentiality regarding facts, acts, data, or documents of which they become aware and that are related to or relevant to the operations of the Federal Police, both during and after the provision of services, subject to the application of civil and criminal penalties for noncompliance.

5.10. Submit a copy of the type certificate (CHT) for the model offered, issued by the competent Brazilian authority, as well as the supplemental type certificates (CHST) issued by the CTA, or their equivalents in the country of origin (STC, FAA Form 337, EASA Form 128, etc.), in the case of foreign-manufactured aircraft, for the optional equipment to be delivered, if the aircraft are not exempt.

5.11. The aircraft must be delivered fully overhauled, with all scheduled maintenance and inspections duly performed, free of any outstanding maintenance issues or uncorrected discrepancies, in accordance with the manufacturer's preventive maintenance program and other legal requirements.

5.12. Preferably, the CONTRACTOR should offer the option of conducting periodic inspections in the city of Brasília/DF through authorized repair shops. If such shops are not available, the CONTRACTOR must present options for other repair shops that are qualified and accredited to perform the same periodic inspection services, with those closest to the city of Brasília/DF being preferred.

5.13. The CONTRACTOR must deliver the aircraft with its respective registration and definitive certificate issued by ANAC, as well as all other documentation required by Brazilian aviation law, and must possess a complete set of technical documentation for the operation and maintenance of the aircraft, the engine, and each piece of equipment installed on the aircraft; the manuals to be provided must also be specified.

5.14. Arrange for insurance covering the transport of the equipment.

5.15. Provide a duly licensed customs broker for the stages required by the import procedures, with the Federal Police designating a responsible person, appointed by administrative act, to monitor the necessary import arrangements, including the release of parts under warranty, throughout the entire warranty period of the goods.

5.16. Arrange for the delivery of the equipment with no outstanding nationalization issues, that is, with the VI (Import Inspection) cleared by the Brazilian Federal Revenue Service, the VTI (Technical Import Inspection) approved by ANAC, and the issuance of the Registration (RAB) and Airworthiness (CA) certificates. Registration with the RAB may be completed after the issuance of the Sales Invoice and its payment, since, for the purposes of registration and transfer of ownership, the regulatory agency may require said Sales Invoice and proof of payment.

5.17. The aircraft must be delivered, on a permanent basis, in perfect condition for use and fully operational, free of any legal or administrative issues, to the address described above, with a permanent Brazilian national registration, and in compliance with all requirements set by the regulatory agencies for operation in Brazil.

5.18. The aircraft(s) must be delivered accompanied by all relevant documentation and operation and maintenance manuals.

5.19. Expenses arising from storage and customs clearance (if any) shall be the responsibility of the Contractor throughout the entire period necessary for provisional and final acceptance.

Warranty, Maintenance, and Technical Support

5.20. The contractual warranty period for the goods, in addition to the statutory warranty (90 days), is at least 9 (nine) months, **totaling 12 months**, or for the period provided by the manufacturer, if longer, counted from the first business day following the date of final acceptance of the goods, as required to ensure the proper acquisition of an aircraft in accordance with the existing standards and regulations of the Brazilian Civil Aviation system. Since this acquisition involves items with specific characteristics and modifications to meet the agency's operational needs—and since these are not perishable goods or prepared food—it is of the utmost importance to comply with all procedures established by law for the acceptance of the aircraft covered by these Terms of Reference, subject to the following minimum requirements:

a) 12 (twelve) months, with no hour limit, for airframe components;

b) 12 (twelve) months, with no hour limit, for avionics;

c) 1,000 (one thousand) hours for the engine; and

d) 12 (twelve) years or 1,500 (one thousand five hundred) hours for paint and interior finishes, whichever comes first.

5.21. Warranty Against Manufacturing Defects—provide a technical warranty against any manufacturing defects, effective from the date of final delivery of the aircraft, covering the replacement of mechanical, electrical, and electronic parts and components, unless improper use of the equipment by the operator is determined, in accordance with the aircraft manufacturer's warranty policy.

5.22. All equipment must be accompanied by a warranty and technical support agreement, listing the respective addresses (including online addresses), phone numbers, and sales representatives.

5.23. The warranty shall be provided with the aim of maintaining the supplied equipment in perfect working condition, at no additional cost or burden to the Contracting Party, in accordance with the terms established in the aviation market.

5.24. The warranty covers the performance of corrective maintenance on the equipment by the Contractor itself or, where applicable, through authorized technical assistance, in accordance with specific technical standards.

5.25. Corrective maintenance is defined as maintenance intended to correct defects in the equipment, including the replacement of parts, adjustments, repairs, and necessary corrections.

5.26. Parts that exhibit defects or faults during the warranty period must be replaced with new, first-use, original parts with zero-hour TSO certification, which are airworthy as new, overhauled, or reconditioned to be equivalent to brand-new factory parts, and which meet quality and performance standards equal to or superior to those of the parts used in the manufacture of the equipment.

5.27. Once notified, the Contractor shall repair or replace the goods that are defective or faulty within 30 (thirty) business days, counted from the date the equipment is picked up from the Administration's premises by the Contractor or by the authorized technical service provider.

5.28. The period specified in the preceding subitem may, during its course, be extended for an equal period upon a written and justified request from the Contractor; the Contracting Party shall decide whether to accept such extension by means of a written and likewise justified response.

5.29. In the event described in the preceding subitem, the Contractor must provide equivalent equipment, with specifications equal to or superior to those of the equipment previously supplied, for the Contracting Party's temporary use, in order to ensure the continuity of aerial operations while repairs are being performed.

5.30. Once the deadline for repairs and replacements has passed without the Contractor's request being fulfilled or the Contractor providing justification, the Contractor is authorized to hire another company to perform the repairs, adjustments, or replacement of the equipment or its components, as well as to require the Contractor to reimburse the respective costs, without such action resulting in the loss of the equipment warranty.

5.31. The cost of transporting the equipment covered by the warranty shall be the responsibility of the Contractor.

5.32. The legal or contractual warranty for the equipment has its own term, which is separate from the term set forth in the contract, allowing for the possible application of penalties in the event of non-compliance with any of its conditions, even after the contractual term has expired.

5.33. In the event of a warranty claim, the CONTRACTOR may choose to perform the service at the factory or at the Operator's facility, or authorize the service at a workshop approved by ANAC, whichever provides the fastest resolution for the CONTRACTING PARTY.

5.34. During the warranty period, the CONTRACTOR or designated company is required to document and notify the CONTRACTING PARTY of the replacement of any original equipment component, specifying, where applicable, the brand, model, and serial number of the item.

5.35. The Contractor must have an organizational structure, with customer service in Portuguese, to handle warranty claims promptly, within the established maximum timeframes, and must provide the name, address, phone number, and email address of the relevant department. This information must be included in the Express Warranty Statement.

5.36. Requests for technical assistance may be made by CAOP/CGAP/DIREX/PF, in accordance with the warranty inspections defined in the technical manual for the subject matter;

Integrity Program

5.37. The successful bidder must demonstrate the implementation of a structured Integrity Program that is in place and effectively operating, in accordance with current legislation.

5.38. The Program must be implemented within a maximum period of 6 (six) months, as permitted by Decree No. 12,304/2024.

5.39. The Integrity Program must include, at a minimum:

a) a formal commitment by senior management to ethics and integrity;

b) a code of ethics and conduct applicable to all employees and officers;

c) anti-corruption and fraud prevention policies;

d) integrity risk management, including the identification, analysis, and mitigation of risks related to contract execution;

e) reliable internal accounting and financial controls;

f) an independent, accessible whistleblower channel that allows for anonymity;

g) protection for whistleblowers against retaliation;

h) formal internal investigation procedures;

i) enforcement of disciplinary measures in the event of a violation;

j) periodic integrity training, especially for teams involved in contract execution;

k) due diligence regarding third parties, including suppliers and subcontractors in the aviation industry;

l) continuous monitoring and improvement of the program.

5.40. The Administration may evaluate the bidder's Integrity Program based on objective criteria, such as:

I- degree of implementation;

II- effectiveness of control mechanisms;

III- compliance with the guidelines of Decree No. 12,304/2024;

IV- compatibility with the company's size, structure, and risks;

V- the company's track record of integrity.

5.41. The bidder must submit, upon request:

I- an integrity manual or policy;

II- code of ethics;

III- evidence of training conducted;

IV- a description of the whistleblower channel;

V- audit or monitoring reports;

VI- other supporting documents.

5.42. Maintaining the Integrity Program throughout the term of the contract is an essential obligation of the contractor.

5.43. Failure to comply with the provisions regarding the Integrity Program may result in:

I- the imposition of administrative penalties;

II- termination of the contract;

III- other sanctions provided for in Law No. 14,133/2021.

5.44. The contractor must cooperate fully with audits, inspections, and investigations conducted by the Public Administration or oversight agencies, particularly with regard to verifying the effectiveness of the Integrity Program.

6. CONTRACT MANAGEMENT MODEL

6.1. The contract must be faithfully executed by the parties, in accordance with the agreed-upon terms 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 an impediment, a cease-and-desist order, or suspension of the contract, the execution schedule shall be automatically extended for the corresponding period, 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, and the use of electronic messages is permitted for this purpose.

6.4. The agency or entity may summon a representative of the company to take measures that must be carried out immediately.

6.5. After the contract or equivalent instrument is signed, the agency or entity may summon a representative of the contractor to an initial meeting to present the oversight plan, which shall contain information regarding contractual obligations, oversight mechanisms, strategies for executing the scope of work, the contractor's supplementary execution plan (if any), the method for assessing results, and applicable penalties, among other matters.

Supervision

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

Technical Supervision

6.7. The technical contract supervisor will monitor the execution of the contract to ensure that all conditions established in the contract are met, thereby ensuring the best possible results for the Administration.

6.8. The technical contract supervisor shall record in the contract management log all occurrences related to the contract's performance, including a description of the necessary actions to rectify any deficiencies or defects observed.

6.9. If any inaccuracy or irregularity is identified, the technical supervisor of the contract will issue notices requiring the correction of the contract's execution, setting a deadline for such correction.

6.10. The technical contract supervisor will promptly inform the contract manager of any situation requiring a decision or the adoption of measures beyond their authority, so that the contract manager may take the necessary corrective actions, if applicable.

6.11. In the event of occurrences that could prevent the contract from being performed by the agreed-upon dates, the technical supervisor of the contract shall immediately report the matter to the contract manager.

6.12. The technical supervisor of the contract must notify the contract manager in a timely manner of the expiration of the contract under their responsibility, with a view to timely renewal or extension of the contract.

Administrative Oversight

6.13. The administrative supervisor of the contract shall verify that the contractor continues to meet the qualification requirements, monitor commitments, payments, guarantees, disallowances, and the formalization of addenda and amendments, requesting any relevant supporting documents as 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 the latter may take the appropriate measures when the matter exceeds the supervisor's authority;

6.15. The supervision referred to in this clause does not exclude or reduce the Contractor's liability, including toward third parties, for any irregularity, even if resulting from technical imperfections, defects giving rise to redhibition, or the use of inadequate or substandard materials; nor does it imply joint liability on the part of the Contracting Party or its agents, managers, and supervisors, as applicable.

Contract Manager

6.16. The contract manager is responsible for:

6.16.1. coordinate the updating of the contract monitoring and inspection process, which contains all formal records of contract execution in the contract management history—such as work orders, incident reports, amendments, and contract extensions—and prepare reports to assess the need for contract adjustments to ensure compliance with the administration's objectives.

6.16.2. monitor the records maintained by contract inspectors regarding all incidents related to contract execution and the measures taken, reporting, where applicable, to a higher authority any matters that exceed their authority.

6.16.3. Monitor the contractor's continued eligibility for the contract, for the purposes of committing funds and making payments, and note any issues that hinder the normal flow of settlement and payment of expenses in the contingent risks report.

6.16.4. Issue a document certifying the evaluation conducted by the technical, administrative, and sectoral inspectors regarding the contractor's compliance with its obligations, noting its performance in contract execution based on objectively defined and measured indicators, as well as any penalties imposed, which must be recorded in the compliance certification registry.

6.16.5. Take steps to formalize an administrative accountability proceeding for the purpose of imposing sanctions, to be conducted by the commission referred to in Article 158 of Law No. 14,133 of 2021, or by the official or department with jurisdiction to do so, as applicable.

6.16.6. Prepare a final report containing information on the achievement of the objectives that justified the contract and any measures to be adopted to improve the Administration's activities.

6.16.7. Submit the relevant documentation to the contracts department to formalize the settlement and payment procedures, in the amount determined by the audit and management in accordance with the terms of the contract.

7. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

7.1. Pursuant to Law No. 14,133 of 2021, the Contractor commits an administrative violation if:

a) causes the partial non-performance of the contract;

b) causes the partial non-performance of the contract, resulting in serious harm to the Administration, the operation of public services, or the public interest;

c) causes the total non-performance of the contract;

d) to cause a delay in the performance or delivery of the subject matter of the contract without just cause;

e) submit false documentation or make false statements during the performance of the contract;

f) committing a fraudulent act during the performance of the contract;

g) behave in an unethical manner or commit fraud of any kind;

h) committing a harmful act as provided for in Article 5 of Law No. 12,846, dated August 1, 2013.

7.2. The following sanctions shall be imposed on the Contractor who commits the violations described above:

7.2.1. A warning, when the Contractor causes partial non-performance of the contract, provided that the imposition of a more severe penalty is not warranted;

7.2.2. Prohibition from bidding and contracting, when the conduct described in subparagraphs "b," "c," and "d" of the preceding subitem is committed, provided that the imposition of a more severe penalty is not warranted;

7.2.3. Declaration of ineligibility to bid and enter into contracts, when the conduct described in subparagraphs "e," "f," "g," and "h" of the preceding subitem is committed, as well as in subparagraphs "b," "c," and "d," where such conduct justifies the imposition of a more severe penalty.

7.2.4. Fine:

7.2.4.1. Late payment penalty, for the violations described in item "d," of **0.**5% per day of unjustified delay on the amount of the overdue installment, up to a limit of **15** (**fifteen**) days. After the fifteenth day and at the discretion of the Administration, in the event of delayed performance, the subject matter may be rejected, thereby constituting, in such a case, total non-performance of the obligation assumed, without prejudice to the unilateral termination of the agreement;

7.2.4.2. Compensatory: for the violations described above in subparagraphs "e" through **"h**," ranging from **0.**5% to 30% of the contract value.

7.2.4.3. Compensatory penalty, for the total non-performance of the contract provided for above in subparagraph **"c**," ranging from **0.**5% to 30% of the contract value.

7.2.4.4. Compensatory penalty, for the breach described above in subparagraph **"b**," ranging from **0.**5% to 30% of the contract value.

7.2.4.5. Compensatory penalty, in lieu of the late payment penalty for the breach described above in subparagraph "d," ranging from **0.**5% to 30% of the contract value.

7.2.4.6. Compensatory penalty, for the violation described above in subparagraph **"a**," ranging from **0.**5% to 30% of the contract value.

7.3. The application of the penalties provided for in these Terms of Reference does not, under any circumstances, preclude the obligation to fully compensate the Contracting Party for the damage caused.

7.4. All penalties provided for in these Terms of Reference may be imposed cumulatively with the fine.

7.5. Prior to the imposition of the fine, the party concerned shall be afforded the opportunity to present a defense within 15 (fifteen) business days from the date of notification.

7.6. If the fine imposed and any applicable damages exceed the amount of payment that the Contracting Party may owe to the Contractor, in addition to forfeiting that amount, the difference will be deducted from the security deposit or collected through legal proceedings.

7.7. The fine may be paid administratively within a maximum of *five* (*5*) days from the date of receipt of the notice sent by the competent authority.

7.8. The imposition of sanctions shall take place through an administrative proceeding that ensures the Contractor's right to a full hearing and defense, in accordance with the procedure set forth in the main clause and paragraphs of Article 158 of Law No. 14,133 of 2021, regarding penalties involving disqualification from bidding and contracting and a declaration of ineligibility to bid or contract.

7.8.1. To ensure the right to a 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 in SICAF will be considered to be in continuous use by the company, and the company may not claim ignorance of communications that were verifiably sent to them.

7.9. In applying sanctions, the following will be taken into account:

7.9.1. the nature and severity of the violation committed;

7.9.2. the specific circumstances of the case;

7.9.3. any aggravating or mitigating circumstances;

7.9.4. the damages resulting therefrom to the Contracting Party; and

7.9.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the oversight agencies.

7.10. Acts classified as administrative violations under Law No. 14,133 of 2021, or under other public procurement and contracting laws of the Public Administration that are also classified as harmful acts under Law No. 12,846 of 2013, shall be investigated and adjudicated jointly, in the same proceedings, in accordance with the procedural rules and competent authority defined in said Law.

7.11. The legal personality of the Contractor may be disregarded whenever it is used in an abusive manner to facilitate, conceal, or disguise the commission of the unlawful acts set forth in these Terms of Reference or to cause confusion regarding assets, and, in such cases, all effects of the sanctions imposed on the legal entity shall be extended to its officers and partners with management powers, to the successor legal entity, or to a company in the same industry that has an affiliation or control relationship—whether de facto or de jure—with the Contractor, subject, in all cases, to the right to be heard, the right to a full defense, and the requirement for prior legal review.

7.12. The Contracting Party shall, within a maximum period of 15 (fifteen) business days from the date the sanction is imposed, report and keep updated the information regarding the sanctions it has imposed, for the purpose of publication in the National Registry of Unreliable and Suspended Companies (CEIS) and the National Registry of Sanctioned Companies (CNEP), established under the Federal Executive Branch.

7.12.1. Penalties must be registered in SICAF.

7.13. Sanctions involving disqualification from bidding and contracting and a declaration of ineligibility to bid or contract are subject to reinstatement pursuant to 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, that have not been entered into the active debt register, may be offset, in whole or in part, against credits owed by the Contracting Authority arising from this same contract or from other administrative contracts that the Contractor has with the same Contracting Authority, in accordance with SEGES/ME Normative Instruction No. 26, dated April 13, 2022.

8. MEASUREMENT AND PAYMENT CRITERIA

Receipt

8.1. The goods will be provisionally accepted, on a summary basis, upon delivery, together with the invoice or equivalent billing document, by the person responsible for monitoring and supervising the contract, for the purpose of subsequent verification of their compliance with the specifications set forth in the Terms of Reference and in the proposal.

8.2. The goods may be rejected, in whole or in part, even prior to provisional acceptance, if they do not comply with the specifications set forth in the Terms of Reference and the bid; they must be replaced within 90 days from the date of notification to the contractor, at the contractor's expense, without prejudice to the application of penalties.

8.3. Final acceptance shall occur within 10 business days from the Administration's receipt of the invoice or equivalent billing document, following verification of the quality and quantity of the materials and subsequent acceptance by means of a detailed acceptance document.

8.4. For contracts arising from expenses whose amounts do not exceed the limit set forth in item II of Article 75 of Law No. 14,133 of 2021, the maximum period for final acceptance shall be up to 5 (five) business days.

8.5. The deadline for final acceptance may be exceptionally extended, with justification, for an equal period, when steps are necessary to verify compliance with contractual requirements.

8.6. In the event of a dispute regarding the performance of the contract—specifically concerning scope, quality, and quantity—the provisions of Article 143 of Law No. 14,133 of 2021 must be observed, and the contractor must be notified to issue an invoice for the undisputed portion of the contract's performance, for the purposes of settlement and payment.

8.7. The deadline for the contractor to resolve inconsistencies in the performance of the contract or to correct the invoice or equivalent billing document—as identified by the Administration during the review prior to the settlement of expenses—shall not be counted toward the final acceptance.

8.8. Provisional or final acceptance shall not exclude civil liability for the soundness and safety of the service, nor shall it exclude ethical and professional liability for the proper performance of the contract.

8.9. Assembly, installation, and any other activities necessary for the operation or use of the goods shall be the responsibility of the Contractor and are a condition for acceptance of the subject matter of the contract.

8.10. The CONTRACTOR must notify the CONTRACTING PARTY, at least 30 (thirty) business days prior to shipment, that the subject matter is ready for the conformity inspection to be conducted as part of the provisional acceptance.

8.11. Provisional acceptance shall take place at the CONTRACTOR's factory or headquarters, and the CONTRACTING PARTY shall:

8.11.1. conduct documentary and physical inspections on the ground;

8.11.2. conduct an acceptance flight;

8.11.3. verify that the aircraft's technical conditions comply with the provisions of these terms of reference and the preliminary technical study, the contract to be executed, and other documentation.

8.12. The CONTRACTOR shall, upon request and at any time, grant representatives of the acceptance committee and/or the CONTRACTING PARTY's contract supervisor access to the facility where the aircraft is/are on the assembly line, to data regarding the services being performed on it, and to the aircraft itself, starting from the proposed date for the commencement of its manufacture.

8.13. During inspections, acceptance flights, and verifications related to provisional acceptance, if the CONTRACTING PARTY identifies any discrepancies, the CONTRACTOR shall be responsible for making the necessary corrections; depending on the nature of these corrections, a new inspection may be required to finalize provisional acceptance, subject to the implementation of the specified corrections.

8.14. The trials, tests, certifications, registrations, and other evidence required by official technical standards for the proper execution of the subject matter of the contract shall be borne by the Contractor, if necessary.

8.15. Provisional acceptance shall occur after verification of full or partial compliance with the specifications set forth in the preliminary technical studies, the terms of reference, the contract, and other documents, by **means of a PROVISIONAL ACCEPTANCE CERTIFICATE,** in which the designated committee shall itemize the outstanding issues to be corrected.

8.16. Technical assistance and technical warranty, as well as other ancillary obligations under the contract that are not subject to a deadline as a conditio sine qua non for this acceptance, are not included in the Final Acceptance.

8.17. Final acceptance will occur after verification of compliance with the specifications set forth in the preliminary technical studies, the terms of reference, the contract, and other documents, by means **of a FINAL ACCEPTANCE CERTIFICATE.**

8.18. Once any irregularities identified in the PROVISIONAL ACCEPTANCE CERTIFICATE have been rectified, final acceptance will take place **in Brazil** at one of the addresses listed above, following the completion of the administrative procedures required by Brazilian law regarding the certification, registration, and licensing of the aircraft with ANAC, which renders it airworthy in the eyes of that Agency, and the customs documentation that clears it with the tax inspection authorities.

Settlement

8.19. Upon receipt of the invoice or equivalent billing document, a period of ten business days shall run for settlement purposes, in accordance with this section, extendable for an equal period, pursuant to Article 7, Paragraph 2 of SEGES/ME Normative Instruction No. 77/2022.

8.19.1. The period referred to in the preceding item shall be reduced by half, while retaining the possibility of extension, in the case of contracts arising from expenses whose amounts do not exceed the limit set forth in subparagraph II of Article 75 of Law No. 14,133 of 2021.

8.20. For settlement purposes, the competent department must verify that the invoice or equivalent billing document submitted includes the necessary and essential elements of the document, such as:

a) the validity period;

b) the date of issuance;

c) the contract details and the contracting agency;

d) the respective contract performance period;

e) the amount payable; and

f) any breakdown of applicable tax withholdings.

8.21. If there is an error in the issuance of the invoice or equivalent billing document, or any circumstance that prevents the settlement of the expense, the expense will be suspended until the contractor takes corrective measures; the deadline will resume after proof that the situation has been rectified, at no cost to the contracting entity;

8.22. The invoice or equivalent billing document must be accompanied by proof of tax compliance, verified through an *online* query to SICAF or, if access to that system is not possible, through consultation of the official websites or the documentation mentioned in Article 68 of Law No. 14,133 of 2021.

8.23. The Administration must consult SICAF to: a) verify that the qualification requirements set forth in the bid notice; b) identify any possible reason that would prevent participation in the bidding process, within the scope of the agency or entity, which would entail a prohibition on contracting with the Government, as well as indirect impediments.

8.24. If SICAF confirms that the contractor is in an irregular status, the contractor will be notified in writing to regularize its status within 5 (five) business days or, within the same period, to submit a defense. This deadline may be extended once, for an equal period, at the discretion of the contracting authority.

8.25. If the situation is not rectified or if the defense is deemed unfounded, the contracting party must notify the agencies responsible for overseeing tax compliance of the contractor's default, as well as of any outstanding payments, so that the appropriate and necessary measures may be taken to ensure the collection of its receivables.

8.26. If the irregularity persists, the contracting authority must take the necessary measures to terminate the contract within the framework of the corresponding administrative proceeding, ensuring that the contractor is afforded a full right to a defense.

8.27. If the subject matter of the contract is effectively performed, payments will be made as usual until a decision is made to terminate the contract, should the contractor fail to regularize its status with SICAF.

Payment Deadline

8.28. Payment will be made within ten (10) business days from the date the expense is finalized, as described in the previous section, in accordance with SEGES/ME Normative Instruction No. 77 of 2022.

8.29. In the event of a delay by the Contracting Party, the amounts owed to the contractor will be adjusted for inflation from the end of the payment period until the date of actual payment, using the IPCA (Broad National Consumer Price Index) as the inflation adjustment index.

Method of Payment

8.30. Payment will be made by bank order, to be credited to the bank, branch, and checking account designated by the contractor.

8.30.1. In the case of a foreign company, payment will be made via "Remittance on Demand," using the Central Bank's PTAX closing exchange rate (taking into account the average of the buying and selling rates), in effect on the business day immediately preceding the date of actual payment, or via a Letter of Credit, Financial Guarantee Agreement, or other equivalent banking instrument mutually agreed upon by the parties, to be provided by Banco do Brasil, with the choice of payment method resting with the contractor.

8.30.2. All bank fees and charges associated with the selected financial instrument (Remittance/LoC/Guarantee Agreement) are the responsibility of the CONTRACTOR and must be included in the price.

8.31. The date of payment shall be the date on which the bank order for payment is recorded as issued.

8.32. At the time of payment, the tax withholding required by applicable law will be applied.

8.32.1. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established by current legislation will be withheld at source upon payment.

8.33. A contractor who has duly opted for the Simples Nacional tax regime, pursuant to Complementary Law No. 123 of 2006, will not be subject to tax withholding with respect to the taxes and contributions covered by that regime. However, payment will be conditional upon the submission of proof, via an official document, that the contractor is entitled to the preferential tax treatment provided for in the aforementioned Complementary Law.

8.33.1. Pursuant to Article 52, paragraph 3, of Law No. 14,133 of 2021, bid and payment guarantees for Brazilian bidders shall be equivalent to those offered to foreign bidders.

8.34. Payment guarantees for Brazilian bidders will be equivalent to those offered to foreign bidders, pursuant to Article 52, paragraph 3, of Law No. 14,133 of 2021.

Advance Payment

8.35. This contract allows for partial or full advance payment, in accordance with the rules set forth in this section.

8.36. For partial payment: The CONTRACTOR shall issue an invoice or equivalent document corresponding to the percentage of the amount due, as an advance payment, and shall provide a guarantee for the advanced portion, in accordance with the parameters (Conditions and Term) in the table below:

STAGE (CONDITION)	TERM	PAYMENT PERCENTAGE
1) Signing of the Contract and **provision of a guarantee.**	Within 30 (thirty) days after confirmation of the registration of **the surety bond contracted by the bidder, to cover the total amount of committed credits.**	50% (fifty percent) of the total contract value.
2) Aircraft ready at the manufacturer's headquarters, as applicable under this Agreement, after undergoing Provisional Acceptance by the Acceptance Committee, with **provision of a guarantee**.	Within 30 (thirty) calendar days from the date of execution of the Provisional Acceptance Certificate for the aircraft and confirmation of the registration of **the surety insurance policy purchased by the bidder to cover the value of the committed credits.**	40% (forty percent) of the total contract value.
3) Upon final acceptance of the aircraft at the CAOP/CGAP/DIREX/PF hangar in Brasília, Federal District.	Within 30 (thirty) calendar days from the date the Final Acceptance Certificate for the aircraft is issued.	10% (ten percent) of the total contract value.

8.37. For full payment: via Letter of Credit, Financial Guarantee Agreement, or another equivalent banking instrument mutually agreed upon by the parties, to be provided by Banco do Brasil; the choice of payment method rests with the contractor. An advance payment may be made in the full amount of 100% (one hundred percent), however, the amount will be held by a guarantor bank and will be released only after the final delivery of the goods, at which time payment to the contractor will be authorized.

8.38. In the case of a payment method involving a financial instrument to be contracted (e.g., a Financial Guarantee Agreement) and an intermediary bank responsible for payment upon authorization by the borrower, there will be no need for a performance bond, given that the funds remain in the contractor's possession until delivery of the goods, in addition to maintaining exchange rate parity. The costs associated with contracting the payment intermediation instrument shall be borne by the contractor. Should there be any supplement to the contracted amount at the financial institution, the contractor shall be responsible for paying the supplementary amount to the financial institution.

8.39. Payment will be made in accordance with the regulations of the Brazilian Federal Revenue Service and the guidelines of Monetary and Foreign Trade Policy, as applicable, upon presentation of the Invoice, Nota Fiscal, or pro forma invoice, and the issuance of the Final Acceptance Certificate by the Oversight Committee, in accordance with the provisions of the section regarding performance control, pursuant to Law No. 4,320 of 1964, Law No. 10,192 of 2001, in conjunction with Decree-Law No. 857 of 1969, as follows:

8.39.1. Receipt of the nota fiscal or invoice is deemed to have occurred at the time the contracting agency certifies the performance of the contract's subject matter.

8.39.2. The date of payment shall be the date on which the bank payment order or equivalent document is issued, such as the release of part or all of a letter of credit, financial guarantee contract, or other equivalent banking instrument as mutually agreed upon by the parties.

8.40. **IN THE CASE OF PRICE PROPOSALS IN BRAZILIAN CURRENCY** (Real), the payment will be made by credit to a bank account; in such cases, the bidder must provide all the information necessary for the issuing bank to issue the respective payment order and/or documentary credit, as applicable.

8.41. **FOR PRICE PROPOSALS IN FOREIGN CURRENCY** (U.S. Dollar or Euro), payment will be made in United States Dollars (US$) or Euros (EUR), the specific currency to be determined at the time of the contract, through the opening of an irrevocable and irreversible documentary credit at the issuing bank (issuing bank) Banco do Brasil S/A, in an amount corresponding to U.S. Dollars or Euros, as determined at the public auction, considering the price proposal accepted and priced in the pro forma invoice, in accordance with the provisions of

Federal Law No. 4,320/64; Federal Law No. 10,192/01 in conjunction with Decree-Law No. 857/69, adopting the Uniform Customs and Practice for Documentary Credits (UCP 600), approved by the International Chamber of Commerce (ICC), in conjunction with the Uniform Rules for Bank Reimbursements supported by documentary credits, whereby:

8.41.1. the documentary credit shall be issued as confirmed, irrevocable, and non-transferable;

8.41.2. the validity period of the documentary credit shall be sufficient to cover the performance period defined in this Notice and its Annexes.

8.41.3. Invoices containing errors will be returned to the issuer and will become due 30 (thirty) days after the date of their valid submission.

8.41.4. The pro forma invoice(s) must be sent to the Federal Police at the address listed in the preamble to this Notice for the purpose of requesting the opening of a documentary credit.

8.41.5. All financial transactions will be carried out by the financial agent Banco do Brasil S/A, upon instruction from the Federal Police official responsible for the account established for this purpose;

8.41.6. Payment will be suspended until a favorable decision is issued by the Central Bank of Brazil—Department for Combating Financial Crimes and Supervision of Foreign Exchange and International Capital—if there is evidence of cases related to Section 2 of Chapter 16 of Title 1 of the Foreign Exchange and International Capital Market Regulations (RMCCI).

8.41.7. Actual payment and settlement pursuant to Article 63 of Federal Law No. 4,320/64 shall be deemed to have been made upon authorization for the negotiating bank to pay the letter of credit to the beneficiary or, alternatively, upon deposit into a bank account opened in Brazil in the manner established by the Central Bank of Brazil.

8.41.8. In the event of a delay in payment attributable to the foreign CONTRACTOR, with a bid in foreign currency, the expenses related to the renewal or extension of the documentary credit (letter of credit) with Banco do Brasil S/A, including those related to the increase in the exchange rate during the performance period, shall be borne by the CONTRACTOR, without prejudice to the respective contractual penalties.

8.42. In the event of any payment delays, the same rule stipulated for domestic contractors shall apply.

8.43. The contractor is obligated to return, with monetary adjustment, the full amount advanced in the event of non-performance of the contract.

8.43.1. In the event of partial non-performance, the amount corresponding to the unfulfilled portion of the contract must be refunded.

8.43.2. The amount corresponding to the advance payment and the unfulfilled portion of the contract shall be adjusted for inflation based on the cumulative change in the IPCA, or any other index that may replace it, from the date of the advance payment until the date of repayment.

8.44. Settlement will occur in accordance with the rules set forth in the relevant section of this instrument.

8.45. The advance payment will be made within a maximum period of 30 (thirty) days from receipt of the invoice or equivalent document, following fulfillment of the conditions set forth in the table above.

8.46. The advance payment does not require prior certification or acceptance of the subject matter, which must occur after the proper performance of the contractual installment to which the advanced amount refers.

8.47. The payment referred to in this item is conditional upon the contractor taking the following steps:

8.47.1. proof of the contractor's completion of the immediately preceding stage of the subject matter, for the advance payment of the remaining amount;

8.47.2. The release of the guarantee shall be contingent upon the delivery of the aircraft, as accepted by the CONTRACTING PARTY, in accordance with the provisions of Article 96 of Law 14,133 of 2021, with the CONTRACTING PARTY as the direct beneficiary, and the insurance shall remain in effect at least until the final acceptance of the aircraft.

8.47.3. The Contractor must provide insurance to guarantee the advance payments within a maximum period of 30 (thirty) days: after the contract is signed in the case of the first installment (50%), and before the advance payment (40%) for the second installment; this deadline may be extended by mutual agreement between the parties.

8.47.4. If the CONTRACTOR fails to provide the required insurance guarantee, payment may be made in a single installment after final delivery of the aircraft and subsequent acceptance.

8.47.5. All fees, tax withholdings, and other expenses related to the surety bond shall be borne by the Contractor.

8.47.6. Payment of the amount to be advanced will be made subject to any applicable tax withholdings.

8.48. Considering the specific characteristics inherent to the aviation market, of which this contract is a part, and given that the advance payment is an indispensable condition for obtaining the asset, pursuant to Paragraph 1 of Article 145 of Law 14,133 of 2021, a portion of the contract amount will be paid in advance, subject to an effective, suitable, and sufficient guarantee to cover the total amount of committed credits.

Assignment of Receivables

8.49. Assignments of receivables shall be subject to the prior approval of the Contracting Party.

8.49.1. The effectiveness of any assignment of receivables, of any nature, with respect to the Administration is contingent upon the execution of an amendment to the administrative contract.

8.49.2. Without prejudice to the Contractor's (assignor's) regular fulfillment of the contractual obligation to comply with all qualification conditions, the execution of the amendment regarding the assignment of receivables and the making of the respective payments are also contingent upon the assignee's compliance with tax and labor laws, as well as certification that the assignee is not barred from bidding on and entering into contracts with the Government, in accordance with applicable law, or from receiving tax or credit benefits or incentives, directly or indirectly, pursuant to Article 12 of Law No. 8,429 of 1992, all in accordance with Opinion JL-01 of May 18, 2020.

8.49.3. The amount to be paid to the assignee is exactly the amount that would have been paid to the assignor (contractor) for the performance of the contractual obligation, leaving absolutely unaffected all defenses and exceptions to payment and all other clauses exceeding the scope of common law applicable under the public law regime governing administrative contracts, including the possibility of payment into a designated account or payment upon effective proof of the triggering event, where applicable, and the deduction of fines, disallowances, and losses caused to the Administration.

8.49.4. The assignment of the receivable shall not affect the performance of the contractual obligation, which shall remain the full responsibility of the contractor.

8.50. The provisions of this section do not affect the credit transactions addressed in SEGES/MGI Normative Instruction No. 82, dated February 21, 2025, which remain governed by that Instruction.

Price Adjustment

8.51. The prices initially agreed upon are fixed and shall not be adjusted for a period of one year from the date of the estimated budget.

8.52. After the one-year period, and regardless of any request by the Contractor, the initial prices will be adjusted by the Contracting Party applying the IPCA index, exclusively for obligations initiated and completed after the one-year period has elapsed.

8.53. For adjustments subsequent to the first one, the minimum one-year period will be counted from the effective date of the last adjustment.

8.54. In the event of a delay or failure to publish the adjustment index(es), the Contracting Party shall pay the Contractor the amount calculated based on the last known variation, settling the corresponding difference as soon as the final index(es) are published.

8.55. In the final calculations, the index(es) used for adjustment must be the definitive ones.

8.56. Should the index(es) established for price adjustments be discontinued or otherwise no longer be usable, the index(es) determined by the legislation then in force shall be adopted in their place.

8.57. In the absence of a legal provision regarding a substitute index, the parties shall select a new official index for adjusting the price of the remaining amount through an amendment to the contract.

8.58. The adjustment shall be made by means of an addendum.

9. METHOD AND CRITERIA FOR SELECTING THE SUPPLIER

Selection Method and Bid Evaluation Criteria

9.1. The supplier will be selected through an INTERNATIONAL BIDDING PROCEDURE, in the form of an ELECTRONIC AUCTION, conducted via the Price Registration System (SRP), using the LOWEST PRICE evaluation criterion.

9.1.1. The price registration record will be valid for 1 (one) year, renewable for an equal period in terms of duration and total quantity of registered items, in accordance with OPINION No. 00075/2024/DECOR/CGU/AGU.

9.1.2. Given the international nature of the bidding process, the relevant rules set forth in Subsection V—International Bidding, Article 52, paragraphs 1 through 6, shall apply.

Form of Supply

9.2. The subject matter of the contract shall be supplied in its entirety.

Qualification Requirements

9.3. For qualification purposes, the bidder must demonstrate compliance with the following requirements:

9.3.1. Any qualification requirements that cannot be met by foreign bidders due to specific legislation or that have no equivalent under Brazilian law must be included in a statement from the company indicating the inability to meet such requirements.

9.3.2. All documents originating from abroad, when written in a foreign language, must be accompanied by a certified translation or translated by equivalent means in the foreign bidder's country of origin, provided that the translated documentation is apostilled by the competent authority.

Legal Qualification

9.4. **Individual:** identity card (RG) or equivalent document that, by law, is valid for identification purposes throughout the national territory

9.5. **Sole proprietor:** registration with the Public Registry of Commercial Enterprises, administered by the Board of Trade of the respective jurisdiction;

9.6. **Individual Microentrepreneur (MEI**): Certificate of Individual Microentrepreneur Status - CCMEI, acceptance of which is subject to verification of authenticity on the website https://www.gov.br/empresas-e-negocios/pt-br/empreendedor;

9.7. **Business corporation, single-member limited liability company (SLU), or entity identified as an individual limited liability company (EIRELI):** registration of the articles of incorporation, bylaws, or articles of association with the Public Registry of Commercial Companies, administered by the Board of Trade of the respective headquarters, accompanied by documentation verifying the identity of its administrators;

9.8. **Foreign business entity:** an administrative order authorizing operations in Brazil, published in the Federal Official Gazette and filed with the Board of Trade of the federal unit where the subsidiary, agency, branch, or establishment is located, which shall be considered its headquarters, pursuant to DREI/ME Normative Instruction No. 77, dated March 18, 2020.

9.8.1. Foreign companies that do not operate in Brazil must submit equivalent documents, in accordance with regulations issued by the federal executive branch. Sole paragraph, Art. 70, Law 14,133/2021.

9.9. **Unincorporated partnership:** registration of the articles of incorporation with the Civil Registry of Legal Entities at the location of its headquarters, accompanied by a document verifying its managers;

9.10. **Branch, subsidiary, or agency of a simple partnership or business entity:** registration of the articles of incorporation of the branch, subsidiary, or agency of the simple partnership or business entity, respectively, with the Civil Registry of Legal Entities or the Public Registry of Commercial Enterprises where it operates, with an annotation in the Registry where the parent company is headquartered.

9.11. **Cooperative:** minutes of incorporation and bylaws, along with the minutes of the meeting that approved them, duly filed with the Board of Trade or registered with the Civil Registry of Legal Entities at the respective headquarters, in addition to the registration referred to in Article 107 of Law No. 5,764, of December 16, 1971.

9.12. The documents submitted must be accompanied by all amendments or the respective consolidated version.

Tax, Social Security, and Labor Compliance

9.13. Proof of registration with the National Registry of Legal Entities or the Individual Taxpayer Registry, as applicable;

9.14. Proof of tax compliance with the National Treasury, upon presentation of a certificate issued jointly by the Brazilian Federal Revenue Service (RFB) and the Attorney General's Office of the National Treasury (PGFN), regarding all federal tax liabilities and the Federal Government's Active Debt (DAU) administered by them, including those related to Social Security, pursuant to Joint Ordinance No. 1,751, dated October 2, 2014, issued by the Secretary of the Brazilian Federal Revenue Service and the Attorney General of the National Treasury.

9.15. Proof of good standing with the Severance Indemnity Fund (FGTS);

9.16. Proof of the absence of outstanding debts before the Labor Courts, by presenting a certificate of no outstanding debts or a certificate of outstanding debts with the effect of a certificate of no outstanding debts, pursuant to Title VII-A of the Consolidated Labor Laws, approved by Decree-Law No. 5,452, dated May 1, 1943;

9.17. Proof of registration in the State or District taxpayer registry corresponding to the supplier's domicile or headquarters, relevant to its line of business and consistent with the subject matter of the contract;

9.18. Proof of good standing with the State or District Tax Authority of the supplier's domicile or principal place of business, relating to the activity for which the supplier is contracting or bidding;

9.19. If the supplier is considered exempt from State or District taxes related to the subject matter of the contract, it must prove such status by submitting a declaration from the respective tax authority of its domicile or headquarters, or an equivalent document, in accordance with the law.

9.20. A supplier classified as an individual microentrepreneur who intends to avail themselves of the benefits of the preferential treatment provided for in Complementary Law No. 123 of 2006 shall be exempt from providing proof of registration in the state and municipal taxpayer registries.

Economic and Financial Qualification

9.21. Certificate of no civil insolvency issued by the court with jurisdiction over the bidder's domicile or principal place of business, in the case of an individual, provided that their participation in the bidding process is permitted (Article 5, item II, subitem "c," of SEGES/ME Normative Instruction No. 116 of 2021), or in the case of a simple partnership;

9.22. Certificate of no bankruptcy issued by the court with jurisdiction over the supplier's headquarters—Law No. 14,133 of 2021, Article 69, main text, item II);

9.23. Balance sheet, income statement for the fiscal year, and other financial statements for the most recent fiscal year, demonstrating:

9.23.1. General Liquidity (LG), Current Liquidity (LC), and General Solvency (SG) ratios greater than 1 (one), calculated using the following formulas:

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

9.23.2. Companies established during the fiscal year of the bidding process must meet all qualification requirements and may substitute the financial statements with the opening balance sheet.

9.23.3. The documents referred to above shall be limited to the most recent fiscal year if the legal entity was incorporated less than 2 (two) years ago;

9.23.4. The documents referred to above must be submitted in accordance with the threshold established by the Brazilian Federal Revenue Service for the transmission of Digital Accounting Records (ECD) to SPED.

9.24. If the bidding company reports a score of 1 (one) or lower on any of the General Liquidity (LG), General Solvency (SG), or Current Liquidity (LC) ratios, a minimum capital of 5% of the total estimated contract value will be required for qualification purposes. This percentage was determined based on a market survey regarding the size of companies operating in the sector covered by the contract.

9.25. Companies established during the fiscal year of the bidding process must meet all qualification requirements and may substitute their financial statements with an opening balance sheet.

Technical Qualification

9.26. The technical qualification criteria that the supplier must meet are as follows:

9.27. Proof of ability to supply goods with characteristics, quantities, and delivery times consistent with the subject matter of this bid, or with the relevant item, through the submission of certificates provided by public or private legal entities.

9.28. For the purposes of the proof required under this subitem, the certificates must pertain to contracts that have been performed and meet the following minimum requirements:

9.28.1. A certificate of technical capacity proving the supply of at least one aircraft compatible with the subject matter of the bid, supplied by a legal entity under public or private law. This requirement will be waived if the CONTRACTOR has previously supplied similar equipment to the Federal Police;

9.29. Proof provided by a foreign company may be submitted in the form of *commercial invoices* or equivalent documents issued for sales in Brazil or another country, subject to review and acceptance by the technical team.

9.30. An express statement that the bidder agrees to the terms of these Terms of Reference and confirms that it has full operational and administrative capacity to carry out the sale;

9.31. A statement confirming the existence of an approved maintenance facility in Brazil for the aircraft and that the CONTRACTOR will comply with the provisions of the technical studies, the Terms of Reference, the contract, and all other documents pertaining to this contract.

General Provisions on Qualification

9.32. When foreign companies that do not operate in the country are permitted to participate, the qualification requirements shall be met through equivalent documents, initially submitted in a free translation.

9.33. In the event that the supplier is a foreign company that does not operate in Brazil, for the signing of the contract, the price registration minutes, or the acceptance of an equivalent instrument, the documents required for qualification must be translated by a sworn translator in Brazil and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any subsequent decree that may replace it, or certified by the respective consulates or embassies.

9.34. Foreign documents originating from countries where Portuguese is the official language are exempt from the requirement for a certified translation.

9.35. The receipt and verification of documentation shall comply with SICAF's operational rules (applicable levels), where applicable.

9.36. Qualification documents indicating different CNPJ/CPF numbers will not be accepted, except for those legally permitted.

9.37. If the supplier is the parent company, all documents must be in the parent company's name; if the supplier is a subsidiary, all documents must be in the subsidiary's name, except for certificates of technical capacity and those documents which, by their very nature, are demonstrably issued only in the parent company's name.

9.38. CNPJ registrations for the parent company and subsidiary with differences in document numbers pertaining to the CND and CRF/FGTS will be accepted when it is proven that the collection of these contributions is centralized.

10. ESTIMATES OF THE CONTRACT VALUE

10.1. The total estimated cost of the contract, which corresponds to the maximum acceptable amount, is **US$68,140,373.13** (sixty-eight million, one hundred forty thousand, three hundred seventy-three thousand U.S. dollars and thirteen cents), equivalent to **R$346,296,190.28** (three hundred forty-six million, two hundred ninety-six thousand, one hundred ninety Brazilian reais and twenty-eight centavos), based on the U.S. dollar exchange rate as of April 9, 2026 (Ptax selling rate), https://ww.bcb.gov.br/estabilidadefinanceira/historicocotacoes, 1 USD = R$ 5.0821, as already explained in the comparative price table.

10.2. The recorded prices may be changed or updated as a result of any reduction in market prices or any event that increases the cost of the recorded goods, works, or services, in the following situations (Article 25 of Decree No. 11,462/2023):

10.2.1. in the event of force majeure, unforeseeable circumstances, or acts of state, or as a result of unforeseeable or foreseeable events with incalculable consequences that render the execution of the contract as agreed unfeasible, pursuant to the provisions of subparagraph "d" of item II of the **main** text of Article 124 of Law No. 14,133 of 2021;

10.2.2. in the event of the creation, modification, or elimination of any taxes or legal charges, or the enactment of new legal provisions, with a proven impact on the registered prices;

10.2.3. the registered prices shall be adjusted, taking into account the annual period and the index specified in the contract; or

10.2.4. they may be renegotiated, at the request of the interested party, in accordance with the criteria defined for the contract.

11. BUDGET ADJUSTMENT

11.1. Expenses arising from this contract shall be covered by specific funds allocated in the Federal Budget.

11.2. Proof of the availability of budgetary appropriations will only be required for the formalization of the contract or other valid instrument.

12. FINAL PROVISIONS

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

Brasília, April 2026.

EVANDRO IWASAKI DA SILVA Federal Police Chief REQUESTING PARTY	**RAFAEL RAMOS SARAIVA** Federal Police Officer TECHNICAL MEMBER	**HENRIQUE RIET DE MELLO E SOUZA** Federal Police Officer TECHNICAL MEMBER

I hereby approve,

Competent Authority
GUILHERME LOPES MADDARENA Federal Police Commissioner, Coordinator of Operational Aviation

Document electronically signed by **GUILHERME LOPES MADDARENA**, **Coordinator**, on April 28, 2026, at 10:37 a.m., according to official Brasília time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

Document electronically signed by **EVANDRO IWASAKI DA SILVA**, **Federal Police Chief**, on April 28, 2026, at 3:22 p.m., according to the official Brasília time, pursuant to Article 6, paragraph 1, of Decree No. 8,539, dated October 8, 2015.

Document electronically signed by **HENRIQUE RIET DE MELLO E SOUZA**, **Federal Police Officer**, on April 28, 2026, at 12:08 p.m., according to official Brasília time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

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=145338262&crc=D2ADA808.
Verification code: **145338262** and CRC code: **D2ADA808**.

FEDERAL PUBLIC SERVICE MJSP -
FEDERAL POLICE
AIRCRAFT MAINTENANCE SERVICE - SMAN/CAOP/CGAP/DIREX/PF

COMMERCIAL PROPOSAL TEMPLATE FOR IMPORTED EQUIPMENT

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

TO THE FEDERAL POLICE

PROCUREMENT DIVISION - DICOMP/CLC/CGAD/DLOG/PF

SCN Q. 4, Block C, 3rd Floor, Multibrasil Corporate Building—Federal Police Headquarters, Brasília/DF Phone: (61) 2024-8115

Brasília – DF ZIP Code 70297-400

(Name/Business Name) ____, registered with the CNPJ under No. ___________________________(applicable only to Brazilian companies or foreign companies authorized to operate in Brazil), through

its legal representative, Mr./Ms. ____, holder of Identity Card No. _____________and CPF No. ___________________, hereby submits a proposal for:

Proposal Currency:______________________

Item: Medium-sized rotary-wing aircraft, HMLT (multi-engine helicopter) category, with a capacity for 2 (two) pilots and at least 12 (twelve) passengers or 2 (two) pilots plus approximately 2,200 (two thousand two hundred) kilograms of payload, and other specifications contained in the Request for Proposals and its attachments.	
{A} QUANTITY	03
{B} UNIT CUSTOMS VALUE (US$ or **€)**	
{C} PTAX EXCHANGE RATE FOR DOLLAR/EURO SALE R$ - US$ or **€**	
{D} CONVERTED UNIT CUSTOMS VALUE (R$) = [B x C]	
{E} IPI (R$) = [D × (IPI RATE 6.5%)]	
{F} PIS (R$) = [D × 2.10%]	
{G} COFINS (R$) = [D × 9.65%]	
{H} ICMS (R$) = [(D + E + F + G)/(1 - ICMS RATE 18%) x (ICMS RATE 18%)	
{I} UNIT COST OF OTHER EXPENSES (R$)	
{J} EQUALIZED UNIT VALUE (R$) = [D + E + F + G + H + I] reference value for bid registration and bidding phase	
{K} TOTAL EQUALIZED VALUE (R$) = [A × J] reference value for bid registration and bidding phase	
{L} CONTRACTED UNIT PRICE (R$) = [D + I] reference value upon contract execution	
{M} TOTAL CONTRACTED AMOUNT (R$) = [A × L] reference value upon contract execution	

1. Reference exchange rate PTAX for the DOLLAR/EURO - SELL (BUSINESS DAY PRIOR TO THE AUCTION DATE): https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes

2. The Converted Unit Customs Value corresponds to the unit price of the product expressed in foreign currency after conversion to Brazilian currency (Real). (Source: RFB website)2.

3. Cofins Import and PIS-Import are federal social contributions used to finance social security, levied on the importation of foreign products. These contributions ensure equal tax treatment between domestically produced goods—which are subject to these contributions—and imported goods, which are taxed at the same rates as domestic goods. The tax base for both contributions is the customs value of the imported goods.

4. When preparing the bid, the bidder must apply the ICMS rate (18%) and IPI rate (6.5%) in accordance with NCM 8802.12.10, as referenced in the attached table, retrieved from the links "ICMS Table for the Federal District" and "IPI Table from the Federal Revenue Service," in addition to the IPI exemptions provided for in Law No. 9,493 of 1997 and regulated by SRF Normative Instruction No. 112 of December 31, 2001, as well as any discrepancies identified at the time of invoicing.

5. In the “Unit Cost of Other Expenses” field, enter the unit cost related to services that are not included in the customs value, such as: opening a letter of credit, customs clearance, warehousing, stevedoring, stowage and tonnage measurement, 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 during proposal registration and 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 the contract is executed.

The value total of proposal, according to the letter (M), is from ____ (in numerals and in words).

This offer is valid for _____________(_______________) calendar days, counting from the date of submission. (NOT LESS THAN 60 DAYS)

Delivery deadline: ____________________

Payment method: _____________________

Guarantee: _______________

a) We hereby declare that the prices listed above already include all operating costs, social security, labor, tax, and commercial charges, including those arising from all actions necessary for customs clearance, comprising the fees, tariffs, and taxes related to the import license, customs clearance, unloading of the transport vehicle, customs warehousing, handling fees, airport charges, freight, and other necessary expenses, as well as 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 subject matter of the bid, including an indication of the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective breakdown.

b) We hereby declare that we are aware that the omission of any expense or cost necessary for the proper performance of the subject matter of this contract will be interpreted as nonexistent or already included in the prices, and we may not claim any additional amounts after the submission of the bid.

c) We hereby declare that the submitted proposal fully complies with the specifications and conditions set forth in the terms of reference.

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

Company Information:

Company Name: ____;

CNPJ (MF) No.: ____;

Representative (s) Legal (s) with authority to sign the contract: ____;

CPF: _______________________ID number: __________________-_____;

State Registration No.: ____;

Address: ____;

Phone: ____________________________Email: ________________________________;

ZIP Code: ______________________; and

City: _______________________________________State: ________________________.

Bank:___________Checking Account:______________________Branch:_______________;.

____

Signature of the Legal Representative

FEDERAL PUBLIC SERVICE
MJSP - FEDERAL POLICE
AIRCRAFT MAINTENANCE SERVICE - SMAN/CAOP/CGAP/DIREX/PF

PROPOSAL TEMPLATE FOR DOMESTIC OR NATIONALIZED MATERIAL

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

TO THE FEDERAL POLICE

PROCUREMENT DIVISION - DICOMP/CLC/CGAD/DLOG/PF

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

Phone: (61) 2024-8115

Brasília – DF ZIP Code 70297-400

(Name/Business Name) ____, registered with the CNPJ under No. __________________(applicable only to Brazilian companies or foreign companies authorized to operate in Brazil), through

its legal representative, Mr./Ms. ____, holder of Identity Card No. ________________________and CPF No. ______________________, hereby submits a proposal for:

Bid Currency:______________________________

Item: Medium-sized rotary-wing aircraft, HMLT (multi-engine helicopter) category, with capacity for 2 (two) pilots and at least 12 (twelve) passengers or 2 (two) pilots plus approximately 2,200 (two thousand two hundred) kilograms of payload, and other specifications contained in the Request for Proposals and its attachments.	
{A} QUANTITY	03
{B} UNIT PRICE EXCLUDING TAXES	
{C} IPI = [B × (IPI RATE 6.5%)]	
{D} PIS = [B × 2.10%]	
{E} CONFINS = [B × 9.65%]	
{F} ICMS = [(B + C + D + E)/(1 - ICMS RATE 18%)] x (ICMS RATE 18%)	
{G} UNIT PRICE WITH TAXES = [A + B + C + D + E + F]	
{H} TOTAL AMOUNT INCLUDING TAXES = [A × G]	

1. The Unit Price and Total Price Including Taxes (items G and H) correspond to the sum of all

unit costs identified for the product, in Brazilian Reais, for reference purposes during bid registration/bidding phase and contract execution.

2. When preparing the proposal, the bidder must apply the ICMS rate (18%) and IPI rate (6.5%) in accordance with NCM 8802.12.10, as referenced in the attached table, extracted from the links "ICMS DF Table" and "IPI Federal Revenue Service," in addition to the IPI exemptions provided for in Law No. 9,493 of 1997 and regulated by SRF Normative Instruction No. 112 of December 31, 2001, as well as any discrepancies identified at the time of invoicing.

The total total of proposal, according to the letter (H), is from ____ (in a numeral and in words).

This offer is valid for ____________(______________) calendar days, counting from the date of submission. (NOT LESS THAN 60 DAYS)

Delivery deadline: ___________________

Payment method: ____________________

Guarantee: ______________

a) We hereby declare that the prices presented above already include all operating costs, social security, labor, tax, and commercial charges, including those arising from all necessary procedures for customs clearance, including fees, tariffs, and taxes related to the import license, customs clearance, unloading of the transport vehicle, customs warehousing, handling charges, and expenses.

b) airport charges, 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 subject matter of the bid, including an indication of the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective breakdown.

c) We hereby declare that we are aware that the omission of any expense or cost necessary for the proper performance of the subject matter of this contract will be interpreted as nonexistent or already included in the prices, and we may not claim any additional amounts after the submission of the bid.

d) We hereby declare that the proposal submitted fully complies with the specifications and conditions set forth in the terms of reference.

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

Our company's details are as follows:

Business Name : ____;

CNPJ (MF) No.: ____;

Legal Representative(s) Legal Representative(s) with powers to sign the contract: ____;

CPF: ______________________ID: _______________________-_____;

State Registration No.: ____;

Address: ____;

Phone: ___________________________Email: ____________________________;

ZIP Code: ________________________; and

City: ____State: ___________________________.

Bank:____________Checking Account:________________________Branch:________________;

____

Signature of the Legal
Representative

Document electronically signed by **HENRIQUE RIET DE MELLO E SOUZA**, **Federal Police Officer**, on April 28, 2026, at 12:09 p.m., according to official Brasília time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

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=145553780&crc=848B009D.
Verification code: **145553780** and CRC code: **848B009D**.

Reference: Case No. 08200.018779/2025-31 SEI No. 145553780

Case No. 08200.018779/2025-31

PRELIMINARY TECHNICAL STUDY FOR CONTRACTING

1. **BASIC INFORMATION**

Category of the Subject	Contract Contract	Administrative Administrative
Goods	200334-9/2025	08200.018779/2025-31

2. **DESCRIPTION OF NEED**

2.1. Need to acquire (2) two medium-sized helicopters of the HMLT (Multi-Engine Helicopter) category, with capacity for 2 (two) pilots and at least 12 (twelve) passengers or 2 (two) pilots plus approximately 2,200 (two thousand two hundred) kilograms of payload.

2.2. The Federal Police has the following constitutional responsibilities: to prevent and suppress crimes against national security and political and social order, or crimes involving property; to investigate criminal offenses involving property, services, and interests of the Federal Government or its autonomous entities and public enterprises, as well as those whose commission has interstate repercussions and requires uniform enforcement; to prevent and suppress the illicit trafficking of narcotics and related drugs; to perform maritime, airport, and border police functions; to conduct investigations of any other nature, when so directed by the Minister of Justice, among others; which makes the Federal Police essential to the performance of state functions, with a nationwide scope of operations.

2.3. To fulfill these duties, the Federal Police utilizes its aviation division, the Operational Aviation Coordination (CAOP/CGAP/DIREX/PF), a unit established in 1996 under the name DAOP. It currently operates its own fleet of rotary-wing aircraft (helicopters) including 3 (three) single-engine Esquilo AS350 B2 helicopters, 2 (two) twin-engine Esquilo AS355N helicopters, 2 (two) twin-engine Bell 412 Classic helicopters, and 1 (one) twin-engine Agusta Westland AW-139 helicopter. Each aircraft is assigned to specific mission types based on its operational performance.

2.4. The purpose of this document is to assess current demand and project sustainable growth in the Federal Police's aviation operations so that this aviation unit can determine its requirements for aircraft, personnel, and logistics based on the demands presented by the Directorate for Investigation and Combating Organized Crime. This document will be divided into sections organized according to the type of demand presented by DICOR, namely: Operations to Combat Environmental Crimes and Crimes Against Indigenous Peoples; Operations to Combat Narcotics Trafficking—which are characterized by the use of aerial assets in rural areas—and Operations to Combat Tax Crimes, which can occur in both rural and urban areas. Furthermore, there are requests that are not being met due to the unavailability of aircraft, such as aerial imaging—which is essential for Judicial Police operations—support for the execution of high-risk search and seizure warrants and arrest warrants in both urban and rural settings, as well as unplanned missions and those outside the scenarios outlined here. It is also necessary to anticipate an increase in demand, as many units fail to request the necessary aerial support due to the high unavailability of the Federal Police's rotary-wing aircraft—primarily because of the advanced age of the helicopters in operation—and instead rely on support from other law enforcement agencies, often at extremely high costs, especially when it becomes necessary to deploy resources from the Armed Forces.

2.5. Based on document SEI 25114222, in which DICOR presents its main air operations requirements, as well as the history of aircraft deployment in police operations, it was found that, in the year 2022, 11 (eleven) operations to combat environmental crimes were carried out in the northern region, where the use of rotary-wing aircraft is essential, as stated in the aforementioned document SEI 25114222, which further demonstrates that the use of helicopters is inseparable from the fight against environmental crimes. Thus, considering that each of these operations involving the use of rotary-wing aircraft requires approximately 8 to 10 days of dedicated time—including the aircraft's transport to the operation area—it is evident that these operations alone required approximately 110 days of rotary-wing aircraft availability. However, when determining the most suitable type of aircraft for such a scenario, it becomes clear that there is an extreme importance and need for greater availability of medium-sized transport-class aircraft; since, to meet the demands for endurance, range, and passenger transport, it is evident that small "Esquilo"-type aircraft have limitations that greatly hinder their use, especially when operating in isolation. Furthermore, based on the aforementioned document prepared by CGMADH/DICOR, it is evident that in a single operation alone, five rotary-wing aircraft were used, three of which were medium-to-large transport-class aircraft and two were light-class aircraft. Using this operation—known as "Caribe Amazônico"—as a model, it is also evident that there is a need to deploy more than one aircraft of each type in such operations. Although, as previously noted, three transport helicopters and two light-category helicopters were deployed in that operation, for fleet sizing purposes,the deployment of 2 aircraft of each type in each operation as a planning figure, which results in a total requirement of *220* (two hundred twenty) days of rotary-wing aircraft availability (for each category) for the operations to combat environmental crimes planned by the Federal Police.

2.6. The joint deployment of transport helicopters and light helicopters is the most appropriate approach for the type of operations conducted by the Federal Police, as it combines the greater transport capacity provided by medium-sized helicopters with the flexibility and response capability of smaller, lighter aircraft, ensuring greater safety for the operation as a whole. Furthermore, the combined use of transport and light aircraft also makes it possible to increase the operational capacity of light aircraft, as their fuel can be transported by larger helicopters, considerably increasing their range and endurance.

2.7. In addition to its involvement in planned operations, such as those mentioned above, the Federal Police is also deployed to respond to deforestation alerts as part of Operation Guardians of the Biome. To this end, the Federal Police plans to deploy rotary-wing aircraft based in the Amazon region, in the city of Manaus, where there is already a CAOP base that also includes a Cessna Grand Caravan C208B fixed-wing aircraft in its operational plan. The joint deployment of fixed-wing and rotary-wing aircraft in the Amazon region represents the most effective operational model for this air unit, as it maximizes the operational capabilities of all aircraft, increases the payload capacity and range of light helicopters, and allows for the establishment of aviation fuel refueling points closer to the areas of operations. Using the number of days of aircraft availability as a parameter for the establishment and operation of the aforementioned aviation base in the northern region, an additional 365 days of fixed-wing and rotary-wing aircraft availability would be required; therefore, given the demand presented by CGMADH for its operations to combat environmental crimes and using aircraft availability days as the criterion, a total of a total of *585* (five hundred eighty-five) days of rotary-wing transport aircraft and *585* (five hundred eighty-five) days of light-category rotary-wing aircraft, as well as *365* days of Cessna C208B Grand Caravan fixed-wing aircraft.

2.8. With regard to the fight against drug trafficking, the demand presented in document SEI 25114222 refers to conducting operations to eradicate drug crops. Taking 2021 as a benchmark—the year in which the optimal number of operations of this nature was carried out— it is known that there is an annual demand for 17 (seventeen) operations, with each operation lasting 10 to 12 days, taking into account the aircraft's transit to the operations area, resulting in a total of 204 (two hundred and four) days of aircraft availability. In this particular case, the ideal configuration is also considered to be the use of a rotary-wing transport aircraft in conjunction with a light-category rotary-wing aircraft, in order to maximize both the capacity to transport workers to the identified plantations, using the transport aircraft, as well as the identification of areas to be eradicated and the close protection of eradication teams using light-category aircraft. It is important to note that these operations, as demonstrated in document SEI 25114222, subject the aircraft of this unit to extreme conditions—abnormal even within the scope of helicopter applications in law enforcement—requiring significant maintenance efforts, which also implies high costs and low availability due to inspection periods; these factors must be included in the present study, albeit as an estimated add-on at the end of the calculations. Thus, in view of the demands presented by CGPRE/DICOR, it is evident that there is a need for *204* (two hundred and four days) of availability for rotary-wing transport aircraft, as well as *204* (two hundred and four days) of availability for light-category rotary-wing aircraft.

2.9. Regarding the tax crimes outlined in document SEI 25114222, this study will divide the demand into two phases: The first stage will take into account the need to prioritize operations in the Foz Iguaçu, Paraná region—a location highlighted by various studies—as well as the number of requests received for support to the NEPOM (Special Maritime Police Unit) in Foz do Iguaçu and Guaíra, which are rarely met due to the high unavailability of aircraft. Consequently, given the high volume of requests received from the CGPFAZ and the SR/PF/PR for support in operations to combat smuggling, embezzlement, and drug trafficking carried out by the Maritime Police Units of the Foz do Iguaçu and Guaíra Police Stations, the following was included in the planning for this air unit: the establishment of a base for a light-category rotary-wing aircraft in the city of Foz do Iguaçu. Thus, to meet this demand, a light-category aircraft must be available 365 days a year. As for meeting the other demands listed in the aforementioned document as stemming from the area of combating tax crimes, due to the difficulty of accurately quantifying the demand, it was decided to include them in the 30% (thirty percent) increase that will be added at the end for both types of aircraft, since for these missions, the ideal approach is to use teams consisting of two aircraft—one from each category—and also to accommodate expected growth in demand as well as missions not foreseen in this document.

2.10. With regard to operations supporting the execution of search and seizure warrants in urban areas, as well as high-risk arrest warrants, these demands are considered difficult to assess, since—given the CAOP's well-known inability to provide this type of support—in most cases, requests are not even submitted by the units. However, using the first three (3) months of 2022 as a benchmark—during which only two requests were forwarded to the CAOP—it is estimated, for planning purposes, that eight (8) five-day operations will be conducted annually, totaling forty (40) days of availability. In this scenario as well, it is proposed to deploy a unit consisting of a transport aircraft and a light aircraft, thereby enabling the rapid and agile deployment of a force of at at least one tactical team, with the necessary air support provided by a light aircraft, which considerably increases the safety of police officers and third parties, as well as the success of the mission.

2.11. One of the main causes of the high unavailability rate of the rotary-wing fleet—in addition, of course, to the age of the fleet, which corroborates this data—is the inability to adhere to the scheduled maintenance interval for aircraft in this category. It is considered good practice in aviation for a fleet to operate 60% (sixty percent) of its aircraft of each model simultaneously, thereby keeping 40% (forty percent) in maintenance. This requirement stems from the high level of safety demanded in aviation, which necessitates frequent inspections and overhauls of aircraft, as well as the constant need to replace parts that show wear or have reached the end of their useful life, in accordance with the manufacturer's guidelines. Therefore, to maintain operational readiness and meet the demands analyzed here—without taking into account a future increase in demand or unexpected missions—40% (forty) percent must be added to the number of days analyzed above for each aircraft category.

2.12. Consequently, to meet the current demand for transport-category rotary-wing aircraft, *829* (eight hundred twenty-nine) days of aircraft availability per year would be required, plus *332* (three hundred thirty-two) days—representing 40% of the time dedicated to maintenance for each aircraft—for a total of 1,161 (one thousand one hundred sixty-one) days. It follows, then, that the minimum number of helicopters capable of meeting all the stated demands would be **4 (four) transport aircraft**, since dividing the number of days of aircraft availability required per year by 365 (three hundred sixty-five)—the number of days in a year—is 3.2; when added to the 30% allocated for missions to combat tax crimes not covered in the Foz do Iguaçu region, this results in a total of 4 medium-sized transport aircraft.

2.13. As for light-category aircraft (not covered by this ETP), 1,194 (one thousand one hundred ninety-four) days of aircraft availability per year would be required, plus 40% (forty percent) for maintenance time, totaling 1,672 (one thousand six hundred sixty-two) days of aircraft availability per year, which results in 4.6 light aircraft; rounding to the nearest whole number yields a demand for 5 (five) light aircraft. This does not take into account missions not covered in this document, nor does it account for the increased wear and tear characteristic of our operations, nor those operations related to tax crimes that have not been calculated.

2.14. In order to determine the appropriate fleet size for carrying out missions involving rotary-wing aircraft, this air unit used as a basis the document prepared by DICOR SEI 25114222, which sets forth the demands for combating environmental crimes and drug trafficking, as well as the demands routinely received by this coordination unit—particularly those related to aerial support in the Foz do Iguaçu region—and the demands for security operations in connection with the execution of arrest warrants. Of this total number of requests, taking into account a 30% (thirty percent) threshold for unanticipated requests—which cannot be overlooked in police operations—and the margin related to maintenance downtime, it was determined that the ideal fleet of transport aircraft (helicopters) would consist of 4 (four) aircraft, and the fleet of light helicopters would consist of 6 (six) aircraft, which would allow for the fulfillment of 3 (three) simultaneous requests with an operational unit comprising 1 transport aircraft and 1 light aircraft, in addition to enabling the full operation of the bases in Foz do Iguaçu and Manaus.

2.15. Currently, the Federal Police (PF) has three transport helicopters in its fleet: two (2) Bell 412s, manufactured in 1983, and one AW 139, acquired in 2013. Given the age of the Bell 412 helicopters, it is deemed necessary to replace them with three (3) new transport helicopters with the same specifications, as this configuration has proven efficient for the PF, thereby bringing the total number of medium-sized transport aircraft to four. Regarding the fleet of light aircraft, the PF has three (3) AS 350 B2 "Esquilos" and two (2) twin-engine AS 355 "Esquilos." These last two aircraft, manufactured more than twenty (20) years ago, currently face significant difficulties in maintaining adequate availability rates, given that the manufacturer has discontinued them and the engine manufacturers will soon do the same, which considerably increases the time required to obtain parts on the aviation market, causing a major impact on this unit's operational capacity. Even the AS 350 (single-engine) models, which are easier to service due to their age, have required considerable effort from maintenance personnel and incurred high costs, resulting in some periods of unavailability longer than normal.

2.16. This process concerns the acquisition of two (2) medium-category rotary-wing transport aircraft; although the study indicates a need for three (3) transport aircraft, the acquisition covered by this document currently refers to the acquisition and incorporation of the first two. It is important to note that the current **Bell 412 Classic helicopters in the Federal Police fleet are in the process of being decommissioned**, and that **with the acquisition of the two new aircraft**, **the AS 355 twin-turbine "Squirrel" helicopters will also be decommissioned**, as these are aircraft that have already been discontinued by the manufacturer and currently have extremely low availability.

2.17. The intent of the bidding process for the current request is to facilitate standard procurement, since performance and quality standards can be objectively defined in the request for proposals using standard market specifications, namely medium-category rotary-wing transport helicopters;

2.18. The subject matter of this contract does not qualify as a luxury good, pursuant to Decree No. 10,818, dated September 27, 2021, as well as in accordance with the provisions established by SEGES/MGI Normative Instruction No. 4, dated February 2, 2023, which established supplementary rules for the application of Decree No. 10,818, dated September 27, 2021.

3. **REQUESTING DEPARTMENT**

Requesting Department	Person in Charge
CAOP/CGAP/DIREX/PF	GUILHERME LOPES MADDARENA

4. **DESCRIPTION OF CONTRACTING REQUIREMENTS**

4.1. Technical Qualifications for Contracting:

4.1.1. The contracted company must:

4.1.1.1. Have the technical and operational capacity to deliver **brand-new** aircraft **straight from the factory**, with no outstanding nationalization issues—that is, with the VI (Import Inspection) cleared by the Brazilian Federal Revenue Service, the VTI (Technical Import Inspection) approved by ANAC, and the issuance of the Registration (RAB) and Airworthiness (CA) certificates, all of these documents issued in the name of the Federal Police, among other legal requirements.

4.1.1.2. The contractor will be permitted to subcontract a company to carry out the procedures listed in item 4.1.1.1.

5. **MARKET SURVEY**

5.1. This is a bidding process to establish prices for medium-sized rotary-wing aircraft. During the price survey, no procurement processes by national government agencies were found that met the needs of this unit.

5.2. The procurement of new aircraft is carried out exclusively through their respective manufacturers or their representatives; therefore, to ensure broad competition, the bidding process must be conducted on an international basis.

5.3. The market research conducted using open sources confirmed that the figures presented here are consistent with the purchase prices for aircraft in this category.

5.4. A comparison was conducted among medium-category helicopter models that may be capable of meeting the requirements set forth in this procurement.

ANV at maximum takeoff weight	AW139	BELL 412 EPX	H160	S76C++
Range (*with auxiliary tank)	5:00 h* (5,000 ft)	04:20h* (4,000 ft)	4:30	3:20
Range (*with auxiliary Aux.)	562 nm* (5,000 ft)	545 nm* (4,000 ft)	621 nm	465 nm (4,000 ft)
Speed	150 kts (5,000 ft)	126 kts (4,000 ft)	138 kts	140 kts
Passengers	15	13	12	13
Crew	2	2	2	2
Maximum Takeoff Weight Takeoff	6,400 kg	5,534 kg	6,050 kg	5,306 kg
Payload	2,600 kg	2,443 kg	2,000 kg	?
License	PLAH	PCH	PLAH	PLAH

5.5. The price survey complied with the criteria established in Article 23 of Law No. 14,133 of 2021, as well as SEGES Normative Instruction No. 65 of July 7, 2021 issued by the Ministry of Economy, and SE-MJSP Ordinance No. 1,606/2024 of July 3, 2024, in accordance with Price Map No. 141911914;

Tax Equalization

5.6. **ON THE OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS, AND SUBMISSION OF BIDS:**

5.7. Article 52 of Law 14,133/2021 establishes the need for adjustments **to the call** for bids for international tenders; accordingly, it is necessary to add an item corresponding to the equalization of the bid, which was carried out in accordance with the Bid Template (Annexes I and II) of the Terms of Reference.

6. **DESCRIPTION OF THE SOLUTION AS A WHOLE**

6.1. BASIC CHARACTERISTICS OF THE AIRCRAFT

6.1.1. Capacity to transport 2 (two) pilots plus a tactical team consisting of at least 12 (twelve) passengers with their respective equipment (including material for civil disturbance control and/or explosive material for environmental crimes), with a total weight of 1,300 kg, for the aircraft at its full fuel capacity (excluding any extra fuel tanks);

6.1.1.1. The 12 (twelve) passengers are calculated using the following equation: 02 (two) flight crew members (essential for any operation involving this type of aircraft), plus 6 (six) Tactical Operations Command operators—a number representing the minimum tactical unit (officially) determined for operations in environmental settings (illegal mining)—as well as 4 (four) police officers who make up the minimum Federal Police Judicial Police team. This configuration has proven to be ideal for combating environmental crimes, not only due to savings in resources such as fuel but also because of the effectiveness of operations at the crime scene.

6.1.2. Minimum range of 330 nautical miles, accounting for the 12 passengers described above plus the 2 pilots, who together weigh 1,300 kg (80 kg per pilot, 95 kg per flight engineer, 105 kg per COT operator, and 80 kg per PJ officer), with the option of additional fuel tanks to support the various missions planned for the aircraft, particularly in the Amazon region;

6.1.2.1. The minimum range proposed above refers to the joint operation of the transport aircraft intended here, combined with the light helicopter that will provide security and carry out necessary interventions in the operational scenario; this is the team proposed by the Federal Police (PF) for operations in the environmental conditions of the Amazon region. The light aircraft used by the Federal Police is the AS350, which has a maximum range of 330 nm; therefore, the transport helicopter must be capable of covering that same distance with the 12 (twelve) passengers specified.

6.1.3. In addition to the aforementioned range, the aircraft must be capable of flying routes of at least 500 nautical miles without refueling, in this case considering only the pilots and the two flight operators on board. To this end, the aircraft may be equipped with additional fuel tanks provided that they are included in the scope of this process—that is, their costs are part of the proposal;

6.1.3.1. The range described above was calculated taking into account the route between Porto Velho, RO, and Manaus, AM—the two main operational bases in the Amazon region for combating crimes against the environment and indigenous peoples—as well as, of course, Boa Vista, RR, which is closer to Manaus, AM. The state capitals of Porto Velho, RO, and Manaus, AM, are 410 nm apart, plus 45 minutes of flight time (under adverse weather conditions) at a speed of 120 kt (the minimum speed suggested in this study), which amounts to 90 nm, thus totaling 500 nautical miles.

6.1.4. Capability to operate under night flight and IFRH (instrument flight) conditions, allowing the aircraft to be used day or night, even in marginal weather conditions, in compliance with aviation regulations;

6.1.5. Twin-engine configuration for operations in jungle areas such as the Amazon region, as well as for IFRH (instrument flight) operations;

6.1.6. Must be in serial production, with the manufacturer having a representative in Brazil and a corresponding customer service network, including an ANAC-certified repair facility for aircraft maintenance in Brazil;

6.1.7. The aircraft must be delivered brand-new from the factory;

6.1.8. The aircraft must be delivered in accordance with ANAC's rules and standards, and its model must be included in the list of aircraft certified by this agency—even if only its previous model is listed—and must meet the requirements of RBHA/RBACs 21, 43, 45, 47, and 91, as well as all Brazilian legislation applicable to the characteristics and intended use of the aircraft in question, particularly regarding airworthiness, certification, registration, and licensing, for VFR day and night flights, IFR day and night flights, as well as all requirements specified in this ETP.

6.1.9. The aircraft must be delivered with all the standard specifications listed in its brochures, as well as with the optional accessories and kits mentioned below.

6.2. AIRCRAFT TECHNICAL SPECIFICATIONS

6.2.1. Type: Twin-engine rotary-wing aircraft

6.2.2. Seating Capacity: minimum of 14 (fourteen) seats (2 pilots + 2 crew members + 10 passengers);

6.2.3. *Preferably* equipped with ski-type landing gear (for water rescue operations);

6.2.4. Certification in Brazil: Day and night VFR, day and night IFR;

6.2.5. Dual controls;

6.2.6. Provisions for a cargo hook;

6.2.7. Paint scheme in accordance with Federal Police standards, in matte dark gray, code F93A4030 Gray 36118.

6.3. PERFORMANCE

6.3.1. Cruising speed at normal power: minimum of 120 kt;

6.3.2. Operating ceiling: minimum of 15,000 feet;

6.4. LOAD AND VOLUME CAPACITY:

6.4.1. Payload: minimum of 2,200 kg

6.4.2. Total available volume: at least 6.00 m³ (six cubic meters) comprising cabin volume (excluding the cockpit), luggage compartments, and/or cargo compartment.

6.5. DIMENSIONS:

6.5.1. Cab width: minimum of 2 m;

6.6. MINIMUM EQUIPMENT REQUIRED TO PERFORM MISSIONS:

6.6.1. Dashboard equipped for NVG (Night Vision Goggles) operations;

6.6.2. TCAS traffic alert system;

6.6.3. Emergency Locator Transmitter (ELT);

6.6.4. Searchlight;

6.6.5. External load hook—equipment;

6.6.6. 2 USB ports in the cockpit;

6.6.7. Flight and voice data recording system (CV/FDR/ULB);

6.6.8. Master switch;

6.6.9. Bindings, in the case of skis;

6.6.10. 10 aviation headphones;

6.6.11. 2 iPad mounts;

6.6.12. DME, ADF, VOR;

6.6.13. Fuel cap locking system;

6.6.14. Cabin door opening at a minimum speed of 100 kts;

6.6.15. Sliding side doors for open-door operations;

6.6.16. Internal communication system—Intercom

6.6.17. Rotor brake;

6.6.18. At least 8 (eight) tie-down points in the cabin;

6.6.19. Provisions for auxiliary internal fuel tanks and tanks, if applicable, to meet range and endurance requirements;

6.6.20. Cable-cutting protection system (lower and upper)

6.6.21. Ground proximity warning and alert system (HTAWS) integrated with the GTN;

6.6.22. Weather radar with interface;

6.6.23. Fast-rope system;

6.6.24. Autopilot with at least 3 control axes;

6.6.25. Troop seats lighter than conventional aircraft seats;

6.6.26. Aircraft securing/overnight parking kit;

6.6.27. Kit for moving the aircraft on the ground.

6.7. TRAINING

6.7.1. Ground and flight training for 4 pilots per aircraft purchased, who are already certified for the intended aircraft class—HMLT. Only the costs for lodging and travel will be borne by the Contracting Party.

6.7.2. Initial simulator training for aircraft classified as "type" by ANAC, for 4 pilots per aircraft purchased. Only the costs of lodging and travel will be borne by the Contracting Party.

6.7.3. Recurrent simulator training (annual) for aircraft classified as "type" by ANAC, for 4 pilots per acquired aircraft, for a period of 36 (thirty-six) months, with the Contractor responsible only for the costs of lodging and travel.

6.7.4. Regarding the requirement for periodic training, clarification is needed regarding the classification of aircraft as "type" or "class." This definition is associated with the criteria established in the aircraft's certification in accordance with current legislation (IS 61-004R; IS 61-005D; RBAC 61, all issued by ANAC). Factors such as weight, piloting requirements, avionics, etc., will determine the classification based on the criteria in effect at the time; however, changes may occur with new regulations—for example, a CLASS aircraft may come to require periodic training, or a TYPE aircraft may be reclassified as a CLASS aircraft. Therefore, it is not possible to define the subject matter of the contract based on the aircraft's classification, but rather on its specific characteristics (cargo capacity, passenger capacity, range, etc.), which may apply to a "TYPE" or "CLASS" aircraft, depending on the intended contract, reaffirming that this classification is dynamic.

6.7.5. If the courses are taught in a foreign language, the CONTRACTOR must provide a translator/interpreter for the Portuguese language.

Advance Payment

6.8. In the aviation market, it is common practice to make advance payments for the purchase of aircraft, parts, and services. This is because such contracts involve significant costs for the CONTRACTORS.

6.9. It is also worth noting that the quotes submitted by companies are almost entirely in foreign currency—notably the U.S. dollar or the euro. Advance payment guarantees that the parties involved will maintain the initially quoted price, avoiding significant exchange rate fluctuations that could jeopardize the economic viability of the contract.

7. ESTIMATE OF QUANTITIES TO BE PROCURED

7.1. The acquisition of two (2) medium-sized rotary-wing aircraft is driven by recurring demands, the lack of capacity in the current fleet, and the advanced age of the existing fleet. The two aircraft sought have a range, endurance, and transport capacity consistent with environmental needs in the northern region, which are currently limited due to the constraints of the existing fleet, with an additional 1 (one) aircraft to be added based on the participation of the Federal District Civil Police.

7.1.1. The current estimate for the acquisition of two aircraft is based on the Unit's technical and operational capacity, particularly with regard to staffing—especially the current pool of pilots—as well as hangar facilities and remote refueling support units. Additionally, at least one state of the Federation has expressed interest in participating by providing one (1) aircraft.

7.2. Thus, the Price Registration System is justified under the provisions of Decree 11,462 of March 31, 2023, Article 3, item III;

Art. 3 The Price Registration System (SRP) may be adopted when the Administration deems it appropriate, particularly:

I - when, due to the nature of the subject matter, there is a need for ongoing or frequent contracts;

II - when it is convenient to procure goods with scheduled installment deliveries or to contract for services paid per unit of measure, such as the number of service hours, workstations, or on a task-based basis;

III - when it is convenient to serve more than one agency or entity, including in centralized procurement;

IV - when it is necessary to support the decentralized implementation of a federal program or project, through domestic procurement or participation as provided for in paragraph 2 of Article 32; or

V - when, due to the nature of the subject matter, it is not possible to define in advance the quantity to be required by the Administration.

7.2.1. Currently, the unit has only 21 pilots in operation, 5 of whom are AW139 (medium-sized) crew members, while the remaining 16 hold HMLT certifications and operate the single-engine Esquilos, AS350, and twin-engine AS355 (considered light-sized), as well as the two (2) Bell 412s, which recently began operations in the Legal Amazon.

8. ESTIMATED CONTRACT VALUE

8.1. The estimated cost of the contract is **US$ 45,426,915.42** and **R$ 230,864,126.86** for two Federal Police aircraft**,** and **US$ 22,713,457.71** and **R$ 115,432,063.43** for the Federal District Civil Police, as per the request for participation in the Price Registry. Reference: **totaling US$ 68,140,373.13** (sixty-eight million, one hundred forty thousand, three hundred seventy-three thousand U.S. dollars and thirteen cents)**,** corresponding to **R$ 346,296,190.28** (three hundred forty-six million, two hundred ninety-six thousand, one hundred ninety reais and twenty-eight centavos), based on the U.S. dollar exchange rate as of April 9, 2026 (Ptax selling rate), https://ww.bcb.gov.br/estabilidadefinanceira/historicocotacoes, 1 USD = R$ 5.0821.

9. JUSTIFICATION FOR PAYING THE SOLUTION IN INSTALLMENTS OR NOT

9.1. The decision not to pay in installments is justified within the scope of this study, which confirms the need to acquire 2 (two) aircraft; acquiring only 1 (one) is highly inadequate and not recommended due to the low availability this would entail (maintenance rotations), which would seriously impact the agency's and society's needs. The acquisition of the two aircraft is contingent upon the discontinuation of operations for the two Bell 412 Classic helicopters and the two Esquilo AS355 helicopters belonging to the Federal Police. Since this is a single item, which is the subject of this process, there is no need to consider a phased implementation of the solution.

10. RELATED AND/OR INTERDEPENDENT CONTRACTS

10.1. With the acquisition of the aircraft, it will be necessary to contract a certified company to perform maintenance services, as well as a company to supply parts and supplies. Other contracts necessary for operations have already been signed by this Police Unit, such as those for fueling, catering, and hangar space, among others.

10.2. A point of extreme importance in the selection of this equipment is that, according to the rules of ANAC—the National Civil Aviation Agency—it is necessary to contract simulator training for the operation of aircraft classified as a "type," which significantly increases costs and places an even greater burden on public funds. Aircraft classified by ANAC as "type" end up burdening the administration because they require annual simulator training, which in the vast majority of cases must be conducted abroad and can cost approximately R$500,000.00 (initial) and R$215,000.00 (recurring/annual) per pilot. In the case of aircraft classified as "class," there is no requirement for annual simulator training because their operation is less complex, while still meeting the Federal Police's requirements.

10.3. For example, this unit contracts the recurrent training course (simulator) every year for the AW 139 helicopter in the Federal Police fleet. Below is a table listing the costs associated with this course for the Administration, taken from the most recent contract awarded in 2023:

Item	**Training Activity**	**Unit**	**Quantity** **FEDERAL POLICE**	**Price List**	**LEONARDO DO BRASIL** CNPJ: 03.216.069/0001-45	**EPA Training** CNPJ: 75.263.921/0001-46	**CAE** South America Flight Training CNPJ 03.538.995/0001-37	**Contract Amount**
01	Recurrent Training for AW-139 Aircraft – **Appendix**	Course	18	**217,286.93** Minutes 02/2022	161,067.00	245,628.85	Did not submit a quote	**161,067.00**

10.4. The price recorded in Registration Minutes 02/2022 was R$ 217,286.93, as per SEI 22363482, however, when collecting quotes to prepare the Price Schedule for the current Registration Minutes 28/2023 (SEI 31365981), which resulted in a recorded amount of R$ 161,067.00, the amount quoted by the same supplier, EPA Training Center (SEI 28850431), for the new bid showed a **unit cost of R$ 245,628.85** (two hundred forty-five thousand six hundred twenty-eight reais and eighty-five centavos), representing an approximate increase of 13%. The amount was only reduced with the entry of the Brazilian representative of the manufacturer, Leonardo do Brasil SA (SEI 29270148), which helped lower the reference price, which was ultimately matched by EPA Training Center. Therefore, the value of the next bid may range from 167,000.00 to 250,000.00, depending on the number of companies interested in participating in the bidding process—a significant amount.

10.5. Consequently, in order not to restrict this procurement—and to allow aircraft classified as "type" by ANAC to participate in the bidding process—proposals for aircraft classified as "type" by ANAC must include, in addition to the initial training for 4 pilots per acquired aircraft (already required in this procurement), the cost of recurring simulator training (annual) for aircraft classified as "type" by ANAC, for 4 pilots per acquired aircraft, for a period of 36 (thirty-six) months. Only the costs for per diem and airfare will be borne by the Contracting Party.

11. **ALIGNMENT BETWEEN THE CONTRACT AND PLANNING**

11.1. The material and human resources available to CAOP/CGAP/DIREX/PF fall under Strategic Objective No. 1—Effectively Combating Crime,
1.5.1 Tactical-Operational Objective: Expand and enhance the tactical operational support provided to Federal Police units.

11.2. Such Strategic Strategic is published in the Plan Tactical-Operational Oriented Key Key Results PTO-KR/DIREX/PF-2024/2025 (https://pfgovbr.sharepoint.com/sites/intranet/PlanejamentoEstrategico/Unidades%20Centrais/Plano%20Tatico%20Operacional%20Orientado%20a%20Resultados%20Chave%20-%20DIREX.pdf available on the PF intranet).

11.3. The items requested in this study are listed on the government website "Planning and Management of Procurement," in accordance **with the 2025 PGC Alignment,** under code **141/2024.**

12. **ECONOMIC JUSTIFICATION FOR THE CHOICE OF SOLUTION**

12.1. Considering that this procurement aims to meet the demand of more than one government agency, we suggest adopting the Price Registration System, in the form of an INTERNATIONAL ELECTRONIC AUCTION, in accordance with the law:

12.1.1. The circumstance authorizing the Price Registration in this case corresponds to that mentioned in item III of Article 3 of Decree No. 11,462 of 2023: "when it is convenient to serve more than one agency or more than one entity, including in centralized procurement."

12.2. One of the selection criteria for the Price Registration bidding model is the LOWEST PRICE, in order to ensure that the subject matter meets the needs of the Federal Police at the lowest possible cost.

12.3. The price registration record shall be valid for one (1) year, renewable for an equal period in terms of duration and total quantity of items, such that upon renewal via an Addendum at the end of its initial term—if any quantity from the Record has already been used—the original registered quantity shall be renewed, in accordance with OPINION No. 00075/2024/DECOR/CGU/AGU.

12.4. The intended item is not manufactured by Brazilian companies; therefore, the international auction will make the bidding process more competitive and, consequently, more economically viable for the Administration, as it will allow foreign companies to participate in the bidding, enabling the Federal Police to purchase directly from the manufacturer of the goods and benefit from tax exemptions resulting from direct importation.

12.5. Conversely, if the purchase is made through a Brazilian company acting as an intermediary in the importation of the product—as the manufacturer's representative—the Federal Police will not benefit from the tax exemption provided for in the relevant legal provisions, since the importer is the company itself.

12.6. The price registration record, during its validity period, may be used by any public administration agency or entity that did not participate in the bidding process, subject to the consent of the managing agency, provided that the benefit is duly justified and the clauses of the Terms of Reference are respected.

12.7. This permission is justified for the following reasons:

12.7.1. Economies of scale resulting from additional quantities due to new participants, which may encourage the supplier to lower its prices during the public session given the possibility of increasing the quantity to be supplied;

12.7.2. Streamlined procurement by the participating agency;

12.7.3. Cost savings, as this involves a lower-cost product offered in the managing agency's bidding process, since the most advantageous bid has already been secured;

12.7.4. Reduction in the participating agency's operating costs, as it eliminates the need to repeat a costly and time-consuming bidding process;

12.7.5. Upon joining, the participating agency sometimes ceases to rely on the exemption from and waiver of the bidding requirement and, therefore, contracts for goods or services that have already undergone a bidding process;

12.7.6. When a request for participation is submitted and the managing agency authorizes it, there is confirmation that the supplier is satisfactorily fulfilling the supply of materials or the provision of services.

13. **BENEFITS TO BE ACHIEVED THROUGH THIS CONTRACT**

13.1. The aircraft to be acquired will better meet the Federal Police's needs, since, by renewing the fleet, they will considerably increase the availability and capacity to meet the Federal Police's demands. This is because each aircraft will have greater availability as planned in the acquisition, in addition to being newer and equipped with next-generation instruments, and undergoing preventive and periodic maintenance at a lower cost—which further enhances the "demands met versus operating cost" ratio (effectiveness) for this category of Federal Police helicopters.

13.2. In particular, it can be stated that the Federal Police's Strategic Plan aims to provide the necessary resources to reduce crime through aerial support to central and decentralized units, based on mission characteristics, the volume of demands, the evolution of the doctrine for the use of aerial resources, and the development of new technologies.

13.3. In line with the National Policy on Public Security and Social Defense (PNSPDS)—which includes, among its objectives, measures for the modernization of equipment—it is essential to enhance the Federal Police's aerial response capacity, thereby assisting in the prevention, control, and enforcement efforts against cross-border crimes, fostering integration among state and municipal public security agencies, and, ultimately, in maintaining public order and improving the ongoing fight against organized crime.

13.4. Promotion of fleet standardization, which positively contributes to operational safety and the conservation of public resources;

13.5. Improving response capacity by increasing aircraft availability;

13.6. Expanding versatility, enabling the simultaneous fulfillment of diverse demands in different regions due to the increased number of aircraft and the individual availability of each one;

13.7. Modernizing the fleet, improving the reliability and safety of flights to be conducted;

13.8. Ensuring greater consistency, within this class of single-engine aircraft, in the rotation of rotary-wing pilots from the Federal Police's Operational Aviation Coordination Unit during the fulfillment of police missions, thereby positively enhancing pilot proficiency and operational safety, and even encouraging the training of pilots on other aircraft in the Federal Police fleet;

13.8.1. It is important to note that **Federal Police helicopter pilots are already certified in** the **HMLT** (Multi-Engine Turbine Helicopter) **category**, which encompasses the intended aircraft; therefore, their operation could begin immediately and at no cost to the Federal Police, provided they fall under ANAC's list of "class" multi-engine helicopters, or, in the case of a proposal for an aircraft classified by ANAC as a "type," the cost of recurring (annual) training for four pilots per acquired aircraft, for a period of 36 (thirty-six) months, must be included in the bid amount.

14. **MEASURES TO BE TAKEN**

14.1. A Procurement Planning Team has been established for this process, which will carry out the necessary procurement phases for the acquisition of the aircraft.

14.2. The Preliminary Technical Study must be approved and signed by the Technical Members and the Requesting Party, as well as by the competent authority.

14.3. The Terms of Reference will comply with all legal requirements and must be approved by the competent authority.

14.4. The Risk Map, a document included in this process under number SEI 141867644, outlines the potential risks that may arise during the acquisition process as well as throughout the contract term, along with their mitigation strategies.

15. **POSSIBLE ENVIRONMENTAL IMPACTS**

15.1. The company to be contracted must comply with the provisions of Articles 5 and 6 of IN No. 01/2010-SLTI/MPOG, regarding environmental sustainability.

15.2. Any noncompliance with environmental regulations detected during the performance of the Contract will be reported by the Federal Police to the relevant municipal, state, or federal regulatory agency.

15.3. Provisions relating to environmental sustainability criteria must be strictly observed by the contractor.

15.3.1. The goods must be made, in whole or in part, of recycled, non-toxic, and biodegradable material, in accordance with ABNT NBR 15448-1 and 15448-2;

15.3.2. Environmental requirements must be met to obtain certification from the National Institute of Metrology, Standardization, and Industrial Quality (INMETRO) as sustainable products or products with a lower environmental impact compared to similar products.

15.3.3. The goods must preferably be packaged in appropriate individual packaging, with the smallest possible volume, using recyclable materials, in order to ensure maximum protection during transport and storage;

15.3.4. That the goods do not contain hazardous substances in concentrations exceeding 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).

15.4. In cases where national laws do not apply to foreign companies, justification may be provided.

15.5. Reference was made to the National Guide to Sustainable Procurement, prepared by the National Chamber of Sustainability—CNS/DECOR/CGU/AGU, 3rd edition (April 2020).

15.6. Environmental preservation is a crucial link in the chain of sustainable development and requires that both social well-being and economic development be achieved without harming an ecologically balanced environment, which must be maintained and preserved by the current generation for its own benefit and that of future generations.

15.7. Upon analyzing the subject matter, it was found that the helicopters described in the Request for Proposal are considered medium-sized assets, to be used in the context of special police operations.

15.8. Thus, we do not foresee any environmental impacts subject to mitigation in this study, other than those already regulated for the regular production of aircraft, which in this case are not manufactured within the national territory, since there are no domestic companies that manufacture this type of asset, thereby ruling out the possibility of impacts arising from their production.

16. **FEASIBILITY STATEMENT**

16.1. The planning team declares this contract to be **FEASIBLE**.

16.2. Justification for Feasibility:

16.2.1. This contract is deemed appropriate, in light of items 2. DESCRIPTION OF THE NEED and 12. BENEFITS TO BE ACHIEVED THROUGH THE CONTRACT.

16.2.2. It is also recommended due to the benefits and results listed below:

16.2.2.1. Considering that the intended aircraft has **a cruising speed, range, endurance, and payload capacity superior** to most models currently used by the Federal Police, and that one of the key objectives of this new acquisition is to incorporate more modern aircraft with greater power, speed, and new navigation systems better suited to global standards, in order to increase the number of requests met, particularly in the Amazon region.

16.2.2.2. Emphasizing the need for **certified maintenance facilities in Brazil** to provide technical support for the aircraft, which enables greater competition among companies bidding on maintenance contracts, consequently leading to lower costs in this area and greater aircraft availability.

16.2.2.3. It is anticipated that **operating costs** will be within the expected range for aircraft of this class.

16.2.2.4. It should be reiterated that **the 21 (twenty-one) police officers and helicopter pilots** from the Operational Aviation Coordination Office **are certified to operate the aircraft covered by this study** (multi-engine helicopters), a fact that **will ensure the full and immediate deployment of the new aircraft** to meet future demands. Furthermore, in the case of a proposal for an aircraft classified by ANAC as a "type," the cost of initial and recurring (annual) training for four pilots per acquired aircraft, for a period of 36 (thirty-six) months, would have to be included in the proposal's price.

16.2.2.5. **Significant increase in operational availability,** due to the low maintenance requirements during the first years of operation.

16.2.2.6. It is also known that the new aircraft require **shorter downtime for maintenance**, since, being new, they will be subject only to periodic and preventive maintenance, **positively improving the "demand met versus operating costs" ratio (efficiency)**, since there will be greater growth in met demand relative to the growth in operating costs for these specific single-engine aircraft, which demonstrates greater benefits and better use of public resources.

16.2.2.7. **Increased efficiency** in meeting pent-up demand, with better utilization of the police agency's material and human resources.

16.3. It is therefore understood that the specifications for **two medium-sized** transport **helicopters** meet the needs identified in this technical study and **are best suited to the current needs of the Federal Police,** for all the reasons stated above, and can be used in nearly all routine missions of CAOP/CGAP/DIREX/PF, particularly those in the Amazon region.

17. **RESPONSIBLE PARTIES**

17.1. This plan was prepared in accordance with the technical requirements necessary to meet the needs and the purpose of the intended procurement. Furthermore, it adequately addresses the stated requirements. The intended benefits are appropriate, and the projected costs are consistent with the activities carried out by **CAOP/CGAP/DIREX/PF**. The risks involved are manageable; however, <u>it was determined that failing to proceed with the contract would have a significant impact on the Unit as well as on the entire Federal Police (administrative, operational, and financial losses</u>), which is why the requesting department recommends moving forward with the project.

RAFAEL RAMOS SARAIVA
FEDERAL POLICE OFFICER

HENRIQUE RIET DE MELLO E SOUZA
FEDERAL POLICE OFFICER

TECHNICAL STAFF MEMBER TECHNICAL STAFF MEMBER

17.2. This plan complies with the administrative requirements necessary to fulfill the objective. Furthermore, it adequately meets the stated business needs. The intended benefits are appropriate, the projected costs are consistent with the Unit's activities, and the risks involved are manageable.

GUILHERME LOPES MADDARENA FEDERAL
POLICE CHIEF REQUESTING OFFICER

Document electronically signed by **HENRIQUE RIET DE MELLO E SOUZA**, **Federal Police Officer**, on April 28, 2026, at 12:10 p.m., according to official Brasília time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

Document electronically signed by **GUILHERME LOPES MADDARENA**, **Coordinator**, on April 28, 2026, at 10:33 a.m., according to official Brasília time, pursuant to Article 6, paragraph 1, of Decree No. 8,539, dated October 8, 2015.

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=145576742&crc=C6BBEB17.
Verification code: **145576742** and CRC code: **C6BBEB17**.

FEDERAL PUBLIC SERVICE
MJSP - FEDERAL POLICE
AIRCRAFT MAINTENANCE SERVICE - SMAN/CAOP/CGAP/DIREX/PF

Information No. 145554133/2026-SMAN/CAOP/CGAP/DIREX/PF

1. RISK ALLOCATION MATRIX

Case No.: 08200.018779/2025-31

Subject: Procurement of factory-new rotary-wing aircraft, on demand, to be delivered with an airworthiness certificate valid for the year of final delivery, with permanent Brazilian registration, equipped with instruments and accessories certified in Brazil, including training, manufacturer's warranty, and technical support to be provided in Brazil, for use in transporting people, animals, cargo, and equipment for use in law enforcement activities, through a Price Registration Record, in accordance with the conditions set forth in the Notice of Solicitation and its annexes.

2. JUSTIFICATION

2.1. This Matrix identifies, classifies, and allocates the risks inherent in the contract, covering administrative, legal, operational, and technical aeronautical aspects.

2.2. This document forms part of the Terms of Reference and will be incorporated into the contract, pursuant to Article 103 of Law No. 14,133/2021.

2.3. The allocation follows the criterion of risk management capacity, assigning the risk to the party best equipped—technically, legally, or operationally—to prevent or absorb it.

3. CONSOLIDATED RISK MATRIX

PHASE NUMBER	RISK DESCRIPTION	ALLOCATION	PROBABILITY (1 to 5)	IMPACT (1 to 5)	CLASSIFICATION (P x I)	POTENTIAL DAMAGE	PREVENTIVE MEASURES	CONTINGENCY
1. Planning	Inaccurate demand estimation (over- or undersizing)	Management	2	4	8	Delays in contracting or contracting for an item that does not meet the need	Robust preliminary technical studies and consultation with the operational team	Review of demand
2. Planning	Price estimates inconsistent with the aviation market	Administration	3	4	12	Bid process abandoned or unsuccessful	Survey of manufacturers and suppliers	Appropriateness of market research
3. Planning	Significant exchange rate fluctuations during the process	Administration	4	5	20	Price increase in the proposal or loss to the supplier upon delivery	Contractual provision for exchange rate mitigation	Contractual adjustment or waiver of penalties in the event of inability to supply
4. Bidding	Budgetary constraints or delays in the release of funds	Administration	3	4	12	Possible contractual penalties or delays in contracting	Advance budget planning for procurement	Rescheduling of the planned acquisition date
5. Bidding	Errors in the request for proposals or technical specifications	Administration	2	4	8	Delay or inability to publish the call for bids	Specialized technical and legal review	Procedural rectification
6. Bidding	Errors in the analysis of bids or qualification	Administration	2	3	6	Inappropriate contracting and financial loss to the Administration	Qualified staff and objective criteria	Review and corrections
7. Bidding	Contractor's economic and financial incapacity	Contractor	2	5	10	Breach of contract	Qualification and Guarantee Requirements	Termination and Enforcement of the Warranty
8. Performance	Delay in the Manufacture of the Aircraft by the Manufacturer	Contractor	4	5	20	Operating loss	Detailed Contract Schedule	Penalties or Substitution
9. Performance	Delays in international delivery/logistics or customs clearance	Contractor	3	4	12	Performance issues	Transportation logistics planning	Determination of Liability and Contractual Penalties
11. Technical execution	Failure to obtain ANAC certification or delay in obtaining it	Contractor	2	5	10	Inability to operate	Valid Type Certificate required	Replacement at no cost
12. Technical Implementation	Non-compliance with RBAC or aeronautical standards	Contractor	2	5	10	Operational delay	Regulatory compliance clause	Mandatory correction

13. Technical implementation	Incompatibility of embedded systems with police equipment or operations	Administration	3	4	12	Operational Restriction	Detailed technical specifications	Attempt to reach an agreement with the manufacturer or in the maintenance contract
14. Technical Implementation	Failure in acceptance tests at the manufacturer's facility or final installation (FAT/SAT)	Contractor	3	4	12	Operational restriction	Preliminary factory testing	Correction prior to final delivery
15. Technical implementation	Unavailability of replacement parts	Contractor	4	4	16	Delay in operationalization	Initial parts "pool"	Imposition of penalties when there are no justifications accepted by Management
16. Technical execution	Discontinuation of manufacturer support	Contractor	2	4	8	Risk of operational discontinuity	Contractual guarantee of support	Alternative Supply
17. Technical execution	Failure to train pilots and mechanics	Contractor	3	3	9	Reduced availability	Certified training	Free retake
18. Technical execution	Aircraft unsuitable for police operations	Administration	2	5	10	Premature obsolescence or maximized risks	Preliminary Operational Assessment	Technical Adaptations
19. Technical Implementation	Failure to transfer technology or provide training to build the capacity of local technicians (offset).	Contractor	2	5	10	Technical dependence	Availability of certified companies with a qualified technical staff for maintenance	List of Authorized Representatives in Brazil
20. Technical implementation	Failure to provide initial maintenance or technical support in Brazil	Administration	3	4	12	Delay or inability to operate	Network of Approved Service Centers	Hiring a company for maintenance prior to final acceptance
21. Technical execution	Breach of contractual obligations	Administration	3	5	15	Delay in delivery or in claims arising from the warranty	Intensive monitoring	Contractual penalties
22. Technical execution	Failure to monitor contract compliance	Administration	2	4	8	Unavailability due to the Administration's fault	Formal inspection procedures	Determination of liability
23. Financial execution	Delay in payment by the Administration	Administration	2	3	6	Possibility of a fine and/or adjustment due to the delay	Financial planning	Payment with fees

4. MAIN CRITICAL RISKS

4.1. The P × I risk classification corresponds to the product of probability and the expected impact on demand;

4.2. Accordingly, it was determined that risks ≥ 15 will be classified as critical and prioritized, so that the technical team will seek solutions in the market to minimize potential losses, without disregarding the other risks and their respective classifications.

4.3. The **main critical risks** identified are: Delays in aircraft manufacturing; exchange rate fluctuations; unavailability of replacement parts; and breach of contract by the contractor.

5. ALLOCATION CRITERIA

5.1. Risks of a technical, regulatory, industrial, and logistical nature are assigned to the CONTRACTOR, as they fall within its sphere of control and expertise.

5.2. Risks related to planning, conducting the bidding process, and oversight remain the responsibility of the Administration.

5.3. Extraordinary and unforeseeable risks will be analyzed in light of the theory of unforeseeability and economic and financial balance.

6. CONTRACTUAL PROVISION

6.1. A specific clause must be included stipulating that risk allocation shall fully comply with this Consolidated Risk Matrix, and no claim for economic and financial rebalancing shall be admissible when the event is expressly attributed to the party invoking it.

Sincerely,

DEILSON PIRES CAVALCANTE
Federal Police Clerk
GESCON/CAOP/CGAP/DIREX/PF

EVANDRO IWASAKI DA SILVA
Federal Police Chief, Acting Coordinator of
CAOP/CGAP/DIREX/PF

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

DRAFT CONTRACT

Case No. 08200.018779/2025-31

*** DRAFT DOCUMENT**

CONTRACT TEMPLATE
Law No. 14,133, of April 1, 2021 PROCUREMENT
– BIDDING AND DIRECT CONTRACTING

ADMINISTRATIVE CONTRACT No. *xx/xxxx*, ENTERED INTO BETWEEN THE FEDERAL GOVERNMENT, THROUGH (A) .... AND ....

The *[Federal Government]* ~~***OR*** *[Local Government XXXXX]* ***OR*** *[Foundation XXXXXX]*~~, through the [*contracting entity*], with headquarters at *[address]*, in the city of *[city]*/*[state]*, registered with the CNPJ under No. *[CNPJ]*, hereby represented by(a) [*title and name*], appointed by Administrative Order No. *XX*, dated *[day]* of *[month] [year]*, published in *the Official Gazette* on *[day]* of *[month] [year]*, holder of Civil Service Registration No. *[registration no.]*, hereinafter referred to as the CONTRACTING PARTY, and the*[CONTRACTOR]*, registered with the CNPJ/MF under No. *[CNPJ],* headquartered at *[address]*, in the city of *[city]*/*[state]*, hereinafter referred to as the CONTRACTOR, hereby represented by *[name and position at the CONTRACTOR]*, pursuant to *[company's articles of incorporation]* ***OR*** *[power of attorney on file],* in light of the contents of Case No. *xxxxx.xxxxxx/xxxx-xx* and in compliance with the provisions of Law No. 14,133, dated April 1, 2021, and other applicable legislation, hereby agree to enter into this Contract, arising from the *[Electronic Auction]* ~~***OR*** *[Bidding Process]* ***OR*** *[Waiver of Bidding]* ***OR*** *[Exemption from Bidding]*~~ No. *XX/XXXX,* subject to the terms and conditions set forth below.

1. ARTICLE ONE – SUBJECT MATTER

1.1. The subject matter of this instrument is the acquisition of factory-new, on-demand rotary-wing aircraft, to be delivered with an airworthiness certificate valid for the year of the aircraft's final delivery, with permanent Brazilian registration numbers, equipped with instruments and accessories certified in Brazil, including training, manufacturer's warranty, and technical assistance to be provided in Brazil, for use in the transport of people, animals, cargo, and equipment for use in law enforcement activities, through a Price Registration Agreement, pursuant to the table below, in accordance with the conditions established in the Terms of Reference.

1.2. Subject of the contract:

ITEM	SPECIFICATION	CATMAT	UNIT OF MEASURE	QUANTITY	REFERENCE UNIT PRICE DOLLAR/REAL	REFERENCE TOTAL AMOUNT (DOLLAR/REAL)
1	Rotary-Wing Aircraft	102830	unit	03	US$ 22,713,457.71 R$ 123,284,105.76	US$ 68,140,373.13 R$ 369,852,317.28

1.3. The following documents are binding on this contract, regardless of whether they are transcribed:

1.3.1. The Terms of Reference;

1.3.2. *[The Request for Proposals]* ~~*OR [The Direct Contracting Authorization] OR [The Electronic Waiver Notice]*~~*;*

1.3.3. The CONTRACTOR's Proposal;

1.3.4. The Risk Allocation Matrix (SEI 141867644).

1.3.5. Any attachments to the aforementioned documents.

2. SECOND CLAUSE – TERM AND EXTENSION

2.1. The term of this contract is thirty-six months from the date of signing, pursuant to Article 105 of Law No. 14,133 of 2021.

2.1.1. The term of the contract shall be automatically extended, regardless of any amendment, if the subject matter is not completed within the period specified above, subject to the applicable measures in the event of fault on the part of the CONTRACTOR, as provided for in this instrument.

3. THIRD CLAUSE – CONTRACT EXECUTION AND MANAGEMENT MODELS

3.1. The contractual performance framework, the management and performance models, as well as the deadlines and conditions for completion, delivery, compliance, and acceptance of the subject matter are set forth in the Terms of Reference, attached to this Contract.

4. ARTICLE FOUR – SUBCONTRACTING

4.1. The rules governing the subcontracting of the subject matter of this Agreement are those set forth in the Terms of Reference, attached to this Agreement.

5. CLAUSE FIVE – PRICE

5.1. The total contract amount is R$ **xxxxxx** (**xxxxxxxxx**).

5.2. The above amount includes all direct and indirect ordinary expenses arising from the performance of the contract, including applicable taxes and/or levies, social security, labor, pension, tax, and commercial charges, an administration fee, freight, insurance, and other expenses necessary for the full performance of the contract.

5.3. The above amount is merely an estimate; therefore, payments due to the CONTRACTOR will depend on the quantities actually supplied.

6. SECTION SIX - PAYMENT

6.1. The payment terms for the CONTRACTOR and other related conditions are set forth in the Terms of Reference, attached to this Contract.

7. CLAUSE SEVEN - ADJUSTMENT

7.1. The rules regarding adjustments to the contract amount are those set forth in the Terms of Reference, attached to this Contract.

8. CLAUSE EIGHT - OBLIGATIONS OF THE CONTRACTOR

8.1. The CONTRACTING PARTY's obligations are as follows:

8.1.1. To require the CONTRACTOR to fulfill all obligations assumed under the contract and its annexes;

8.1.2. To accept the subject matter within the timeframe and under the conditions established in the Terms of Reference;

8.1.3. Notify the CONTRACTOR, in writing, of any defects, flaws, inaccuracies, imperfections, failures, or irregularities found in the performance of the subject matter of the contract, setting a deadline for its replacement, repair, or correction, in whole or in part, at the CONTRACTOR's expense, and ensuring that the solutions proposed by the CONTRACTOR are the most appropriate;

8.1.4. Monitor and supervise the performance of the contract and the CONTRACTOR's compliance with its obligations;

8.1.5. Make payment to the CONTRACTOR for the amount corresponding to the supply of the subject matter, within the timeframe, in the manner, and under the conditions established in this Contract and in the Terms of Reference;

8.1.6. Impose on the CONTRACTOR the penalties provided for by law and in this Contract;

8.1.7. Notify the legal representation office of the Federal Attorney General's Office to take appropriate measures in the event of the CONTRACTOR's failure to comply with its obligations;

8.1.8. Explicitly issue a decision on all requests and complaints related to the performance of this Contract, except for requests that are manifestly irrelevant, purely dilatory, or of no relevance to the proper performance of this Agreement.

8.1.8.1. The Administration shall have a period of *30 (thirty) days* from the date of receipt of the request to render a decision, subject to a justified extension for an equal period.

8.2. Respond to any requests for the restoration of economic and financial balance made by the CONTRACTOR within a maximum period of *60 (sixty) days*;

8.2.1. Notify the issuers of the guarantees regarding the initiation of administrative proceedings to investigate noncompliance with contractual clauses.

8.3. The Administration shall not be liable for any commitments entered into by the CONTRACTOR with third parties, even if related to the performance of the contract, nor for any damages caused to third parties as a result of acts by the CONTRACTOR, its employees, agents, or subordinates.

9. CLAUSE NINE - OBLIGATIONS OF THE CONTRACTOR

9.1. The CONTRACTOR must fulfill all obligations set forth in this Contract and its annexes, assuming sole responsibility for the risks and expenses arising from the proper and complete performance of the subject matter, and must also comply with the following obligations:

9.2. Comply with the regular directives issued by the contract supervisor, contract 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 timeframe set by the contract supervisor, any goods or services found to have defects, flaws, or errors resulting from the performance of the work or the materials used;

9.4. Assume liability for defects and damages arising from the performance of the contract, as well as for any and all damages caused to the Administration or third parties; this liability shall not be limited to the CONTRACTING PARTY's supervision or monitoring of contract performance, and the CONTRACTING PARTY shall be authorized to deduct from the payments due or from the performance bond, 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 CONTRACTOR must submit the following documents to the department responsible for contract oversight, along with the invoice for payment purposes:

9.5.1. proof of good standing with Social Security;

9.5.2. a joint certificate regarding federal taxes and outstanding federal debts;

9.5.3. certificates proving compliance with the State or District Treasury of the CONTRACTOR'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 failure to fulfill which does not transfer liability to the CONTRACTING PARTY and may not encumber the subject matter of the contract;

9.7. Promptly notify the Contract Supervisor, taking into account the urgency of the situation, of any abnormal occurrence or accident that takes place at the site where the subject matter of the contract is being performed, within a period not exceeding twenty-four (24) hours;

9.8. Suspend, upon the CONTRACTING PARTY's instruction, any activity that is not being performed in accordance with best practices or that endangers the safety of persons or the property of third parties;

9.9. Maintain, throughout the term of the contract and in accordance with the obligations assumed, all conditions required for eligibility in the bidding process or for qualification in direct contracting;

9.10. Comply, throughout the entire term of the contract, with the job quotas established by law for persons with disabilities, for individuals rehabilitated under the Social Security system, or for apprentices, as well as with any other job quotas provided for by law;

9.11. Provide proof of the job quotas referred to in the clause above, within the deadline set by the contract supervisor, indicating the employees who filled those positions;

9.12. Maintain confidentiality regarding all information obtained as a result of the performance of the contract;

9.13. Bear the costs arising from any error in the quantification of the quantities in its proposal, including variable costs resulting from future and uncertain factors, and must supplement them, if what was initially provided for in its proposal is insufficient to fulfill the purpose of the contract, except when any of the events listed in Article 124, II, d, of Law No. 14,133 of 2021 occurs;

9.14. Comply, in addition to the applicable federal, state, or municipal legal provisions, with the CONTRACTING PARTY's

CONTRACTING PARTY's safety standards;

9.15. Assign the necessary employees to ensure full compliance with the terms of this contract, with appropriate qualifications and knowledge;

9.16. Provide the services within the established parameters and routines;

9.17. Supply all required materials, equipment, tools, and implements in adequate quantity, quality, and technology, in compliance with accepted best practices, standards, and applicable legislation;

9.18. Conduct the work in strict compliance with the provisions of applicable laws, adhering to the requirements of government authorities, and always maintaining the work site clean and in the best conditions of safety, hygiene, and discipline;

9.19. Submit in advance, in writing, to the CONTRACTING PARTY, for review and approval, any changes to the execution methods that deviate from the specifications in the project description or similar document;

9.20. Comply with occupational safety and health regulations, including those related to workplace safety and health;

9.21. Not subject workers to degrading working conditions, exhausting work schedules, debt bondage, or forced labor;

9.22. Not permit the employment of any person under sixteen years of age, except as an apprentice for those over fourteen years of age, in accordance with applicable law;

9.23. Not subject individuals under eighteen years of age to night work, hazardous or unhealthy working conditions, or activities listed in the List of the Worst Forms of Child Labor, approved by Decree No. 6,481 of June 12, 2008;

9.24. Receive and appropriately address complaints of discrimination, violence, and harassment in the workplace;

9.25. Deliver the product along with the user manual, including a Portuguese-language version, and a list of authorized technical service centers;

9.26. Assume liability for defects and damages arising from the product, in accordance with the Consumer Protection Code (Law No. 8,078, of 1990);

9.27. Notify the CONTRACTING PARTY, no later than 24 (twenty-four) hours prior to the delivery date, of any reasons preventing compliance with the scheduled delivery date, providing appropriate supporting documentation;

9.28. Provide guidance and training to its employees regarding the duties set forth in Law No. 13,709, of August 14, 2018, and adopt effective measures to protect personal data to which it has access pursuant to the performance of this contract;

10. **CLAUSE TEN - OBLIGATIONS RELATED TO THE LGPD**

10.1. *The parties shall comply with Law No. 13,709 of 2018 (LGPD) with respect to all personal data to which they have access by virtue of the bidding process or any administrative contract that may be entered into, effective upon submission of the proposal in the contracting procedure, regardless of any declaration or express acceptance.*

10.2. The data obtained may only be used for the purposes that justified access to it and in accordance with good faith and the principles set forth in Article 6 of the LGPD.

10.3. Sharing the data obtained with third parties is prohibited except in cases permitted by law.

10.4. The Administration must be notified within 5 (five) business days of all subcontracts entered into or to be entered into by the CONTRACTOR.

10.5. Once data processing has been completed in accordance with Article 15 of the LGPD, the CONTRACTOR is required to delete the data, except in the cases provided for in Article 16 of the LGPD, including those in which documentation must be retained to demonstrate compliance with legal or contractual obligations, and only for as long as such obligations remain in effect.

10.6. It is the CONTRACTOR's duty to instruct and train its employees regarding the duties, requirements, and responsibilities arising from the LGPD.

10.7. The CONTRACTOR shall require SUB-OPERATORS and SUBCONTRACTORS to comply with the obligations set forth in this clause, while remaining fully responsible for ensuring such compliance.

10.8. The CONTRACTING PARTY may conduct due diligence to verify compliance with this clause, and the CONTRACTOR must promptly respond to any requests for proof that are made.

10.9. The CONTRACTOR shall provide, within the time set by the CONTRACTING PARTY, which may be extended for justified reasons, any information regarding personal data to comply with the LGPD, including information regarding any disposal that may have taken place.

10.10. Databases created under administrative contracts, particularly those intended to store personal data, must be maintained in a controlled virtual environment, with a traceable individual record of processing activities (LGPD, Art. 37), including each access, date, time, and purpose, for the purpose of accountability in the event of any omissions, deviations, or abuses.

10.10.1. These databases must be developed in an interoperable format to ensure the reuse of such data by the Administration in the circumstances provided for in the LGPD.

10.11. This agreement is subject to amendment in procedures pertaining to the processing of personal data, when indicated by the competent authority—in particular the ANPD—through technical opinions or recommendations issued in accordance with the LGPD.

10.12. The contracts and agreements referred to in paragraph 1 of Article 26 of the LGPD must be reported to the national authority.

11. CLAUSE ELEVEN - PERFORMANCE GUARANTEE

11.1. *There shall be no requirement for a contractual performance guarantee.*

~~*OR*~~

11.2. ~~*A performance bond shall be required under this contract, in accordance with the rules set forth in the Terms of Reference.*~~

12. CLAUSE TWELVE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS

12.1. The rules regarding violations and administrative sanctions pertaining to the performance of this Contract are those set forth in the Terms of Reference, attached to this Contract.

13. CLAUSE THIRTEEN – TERMINATION OF THE CONTRACT

13.1. The contract shall terminate upon fulfillment of the obligations of both parties, even if this occurs prior to the stipulated term.

13.2. If the obligations are not fulfilled within the stipulated period, the term of the contract shall be extended until the completion of the subject matter, in which case the Administration shall arrange for the adjustment of the schedule established for the contract.

13.3. When the failure to complete the contract referred to in the preceding paragraph is attributable to the CONTRACTOR:

13.4. the CONTRACTOR shall be deemed to be in default, and the applicable administrative penalties shall be imposed; and

13.5. the Administration may choose to terminate the contract and, in such case, shall take the measures permitted by law to ensure the continued performance of the contract

~~**OR**~~

13.6. ~~The contract shall be terminated upon expiration of the term stipulated therein, regardless of whether the obligations of both contracting parties have been fulfilled.~~

13.7. ~~The contract may be terminated prior to the term set forth therein, without~~ any ~~liability to the CONTRACTING PARTY, when the CONTRACTING PARTY lacks budgetary funds to continue the contract or when it determines that the~~ contract no longer offers it ~~any advantage.~~

13.8. ~~Termination in this case shall occur on the next anniversary date of the contract, provided that~~ the ~~CONTRACTING PARTY notifies the CONTRACTOR to that effect at least 2 (two) months prior to that date.~~

13.9. ~~If the notice of non-renewal of the contract referred to in this subitem is given less than 2 (two) months prior to the anniversary date, the contract shall terminate 2 (two) months after the date of such notice.~~

~~***OR***~~

13.10. ~~*The contract shall terminate upon expiration of the term stipulated therein, in accordance with Article 75, item VIII, of Law No. 14,133/2021, regardless of whether or not the obligations of both contracting parties*~~[A3] ~~*have been fulfilled.*~~

13.11. The contract may be terminated before the obligations stipulated therein have been fulfilled, or before the term set forth therein expires, for any of the reasons provided for in Article 137 of Law No. 14,133 of 2021, as well as by mutual agreement, provided that the right to be heard and the right to a full defense are ensured.

13.12. In this case, Articles 138 and 139 of the same Law also apply.

13.13. 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.

13.14. If the transaction involves a change in the contracting legal entity, an amendment must be formalized to reflect the change in party.

13.15. The termination agreement, whenever possible, shall be preceded by:

13.15.1. A summary of contractual obligations already fulfilled or partially fulfilled;

13.15.2. A list of payments already made and those still due;

13.15.3. Compensation and penalties.

13.16. Termination of the contract does not preclude recognition of economic and financial imbalance; in such cases, compensation shall be granted through a compensation agreement.

13.17. The CONTRACTING PARTY may also:

13.17.1. in cases where the CONTRACTOR is obligated to pay a penalty, withhold the security deposit to be enforced, in accordance with the applicable legislation; and

13.17.2. in cases where compensation is required for losses caused to the Administration, pursuant to subsection IV of Article 139 of Law No. 14,133 of 2021, withhold any existing credits in favor of the CONTRACTOR arising from the contract.

13.18. The contract may be terminated if it is determined that the CONTRACTOR maintains 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 role ~~in the~~ bidding process ~~or direct contracting~~, or who is involved in the oversight or management of the contract, or who is the spouse, partner, or relative in a direct 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 CONTRACTOR is obligated to accept, under the same contractual terms, any additions or deletions that may be necessary, up to a limit of 25% (twenty-five percent) of the contract's initial, adjusted value.

14.3. Deletions resulting from an agreement reached between the contracting parties may exceed the limit of 25% (twenty-five percent) of the updated initial contract value.

14.4. Contractual amendments must be made by executing an amendment agreement, subject to prior approval by the CONTRACTING PARTY's legal counsel, except in cases where there is a justified need for the amendments to take effect immediately, in which case the amendment must be formalized within a maximum period of 1 (one) month.

14.5. Records that do not constitute a contract amendment may be made by means of a simple addendum, without the need to execute an amendment agreement, pursuant to Article 136 of Law No. 14,133 of 2021.

15. CLAUSE FIFTEEN – BUDGET ALLOCATION

15.1. The expenses arising from this contract shall be covered by specific funds allocated in the Federal General Budget for this fiscal year, as detailed in the appropriation below:

I) Management/unit: [...];

II) Source of funds: [...];

III) Work program: [...];

IV) Expenditure item: [...]; and

V) Internal plan: [...]; and

VI) Commitment note: [...];

15.2. The appropriation for subsequent fiscal years will be indicated after approval of the respective Budget Law and release of the corresponding funds, by means of an addendum.

16. CLAUSE SIXTEEN – MISCELLANEOUS PROVISIONS

16.1. Matters not covered herein shall be decided by the CONTRACTING PARTY in accordance with the provisions of Law No. 14,133 of 2021 and other applicable federal regulations and, in the alternative, in accordance with the provisions of Law No. 8,078 of 1990—the Consumer Protection Code—and general contractual rules and principles.

17. CLAUSE SEVENTEEN – PUBLICATION

17.1. The CONTRACTING PARTY shall be responsible for publishing this instrument on the National Public Procurement Portal (PNCP), as provided for in Article 94 of Law No. 14,133 of 2021, as well as on its official website, in accordance with *the main provision* of Article 91 of Law No. 14,133 of 2021, and Article 8, paragraph 2, of Law No. 12,527 of 2011, in conjunction with Article 7, paragraph 3, subparagraph V of Decree No. 7,724 of 2012.

18. CLAUSE EIGHTEEN – JURISDICTION

18.1. The Federal Court in *Brasília*, *Federal District* Judicial Section, is hereby designated as the venue for resolving any disputes arising from the performance of this Contract that cannot be settled through conciliation, pursuant to Article 92, Paragraph 1, of Law No. 14,133 of 2021.

[Place], [day] of *[month] [year].*

____

Legal Representative of the CONTRACTING PARTY

____

Legal Representative of the CONTRACTOR

WITNESSES:

1-

2-

Document electronically signed by **SERGIO DA SILVA PALMA**, **Federal Police Officer**, on January 8, 2026, at 3:29 p.m., according to official Brasília time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

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=144205340&crc=B24B3C09.
Verification code: **144205340** and CRC code: **B24B3C09**.

FEDERAL PUBLIC SERVICE
MJSP - FEDERAL POLICE
SCN Q. 4, 3rd Floor, Block C, Multibrasil Corporate Building—Federal Police Headquarters, Brasília/DF, ZIP Code 70297-400 Phone: (61) 2024-8115 - http://www.pf.gov.br

FEDERAL POLICE
DRAFT MINUTES OF THE PRICE
REGISTRATION No. /202_ - CGAD/DLOG

THE FEDERAL POLICE, through the GENERAL ADMINISTRATION COORDINATION (CGAD/DLOG/PF) UASG 200334, headquartered at the Multibrasil Corporate Building, North Commercial Sector, Block 4 - Asa Norte, Brasília – DF, ZIP Code 70714-000, registered with the CNPJ/MF under No. 00.394.494/0014-50, hereby represented by [position and name], appointed by Administrative Order No. XX, dated [day] of [month] [year], published in the Official Gazette on [day] [month] [year], holder of Employee Registration No. [registration number], considering the adjudication of the electronic auction-style bidding process for PRICE REGISTRATION No. ..../202..., published on ...... of ...../...../202....., administrative proceeding No. xxxxx.xxxxxx/xxxx-xx, RESOLVES to record the prices of the company(ies) indicated and qualified in these MINUTES, in accordance with the ranking achieved by them and the quantityquoted, in compliance with the conditions set forth in the [Bid Notice], with the parties subject to the provisions of Law No. 14,133, of April 1, 2021, Decree No. 11,462, of March 31, 2023, and in accordance with the following provisions:

1. SUBJECT MATTER

1.1. The purpose of these Minutes is to record prices for the potential on-demand acquisition of factory-new rotary-wing aircraft, in accordance with the specifications, conditions, quantities, and requirements set forth in the Terms of Reference, Annex XX of Bidding Notice No. xxxx/xxxx, which forms an integral part of these Minutes, as well as the bids whose prices have been recorded, regardless of whether they are transcribed herein.

2. PRICES, SPECIFICATIONS, AND QUANTITIES

2.1. The recorded price, the specifications of the subject matter, the minimum and maximum quantities for each item, the supplier(s), and the other conditions offered in the bid(s) are as follows:

TR Item	Supplier [company name, CNPJ/MF, address, contact information, representative]

1	Specification	Brand (if required in the request for proposals)	Model (if required in the call for bids)	Unit	Maximum Quantity	Minimum Quantity	Unit Price	Warranty or Validity Period
	Medium-sized rotary-wing aircraft, as specified in the Terms of Reference			unit	3	as per the Terms of Reference		

2.2. The list of the reserve registry pertaining to this price registration is attached to these Minutes.

3. MANAGING AGENCY(IES) AND PARTICIPANT(S)

3.1. The managing agency will be the Federal Police, through the General Coordination of Administration – CGAD/DLOG/PF, UASG 200334.

3.2. In addition to the managing agency, the following agency is included in these Minutes as a participating agency:

Item No.	Participating Agencies	Unit	Quantity
1	Federal District Civil Police - UASG 926015	unit	01

4. ACCEPTANCE OF THE PRICE REGISTRATION MINUTES (required item)

4.1. During the term of the minutes, pursuant to Paragraph 1 of Article 8 of ADMINISTRATIVE ORDER No. 405, OF NOVEMBER 20, 2020 - MJSP, agencies affiliated with 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:

4.1.1. submission of justification for the benefit of joining, including in situations of likely shortages or discontinuation of public services;

4.1.2. demonstration that the registered prices are consistent with market prices, pursuant to Article 23 of Law No. 14,133 of 2021; and

4.1.3. prior consultation with and acceptance by the managing agency or entity and the supplier.

4.2. Authorization by the managing agency or entity will only be granted after the supplier has accepted the application.

4.2.1. The managing agency or entity may reject applications if they could adversely affect the performance of its own contracts or its management capacity.

4.3. Following authorization by the managing agency or entity, the non-participating agency or entity must carry out the requested procurement or contracting within ninety days, subject to the term of validity of the minutes.

4.4. The deadline referred to in the preceding subitem, regarding the execution of the contract, may be extended on an exceptional basis, upon request by the non-participating agency or entity and upon approval by the managing agency or entity, provided that the time limit for the validity of the price registration record is respected.

4.5. An agency or entity may adhere to an item in the price registration protocol of which it is a member, in the capacity of a non-participant, for those items for which it has no registered quantity, subject to the requirements of item 4.1.

Limits on Participation

4.6. Additional purchases or contracts may not exceed, per agency or entity, fifty percent of the quantities of the items in the call for bids recorded in the price registration minutes for the managing entity and the participants.

4.7. The total quantity resulting from these participations may not exceed, in aggregate, twice the quantity of each item recorded in the price registration minutes for the manager and the participants, regardless of the number of non-participating agencies or entities that join the price registration minutes.

Prohibition on Increasing Quantities

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

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

5.1. The Price Registration Record shall be valid for 1 (one) year, effective as of the first business day following the date of publication on the PNCP, and may be extended for an equal period with the supplier's consent, provided that the advantageous price is substantiated.

5.1.1. In the event of an extension of the record, the quantity originally registered may be renewed.

5.1.2. The term of the contract resulting from the price registration minutes shall be established in the contract itself and shall take into account, at the time of contracting and for each fiscal year, the availability of budgetary appropriations, as well as the provisions of the multi-year plan, when the contract extends beyond one (1) fiscal year.

5.1.3. Upon formalization of the contract or substitute instrument, the availability of the respective budgetary appropriations must be indicated.

5.2. The contract with the registered supplier shall be formalized through a contract agreement, in accordance with the Request for Proposals, the Terms of Reference, and the attached draft contract.

5.2.1. The contractual instrument referred to in item 5.2 must be signed within the validity period of the price registration record.

5.3. Contracts resulting from the price registration system may be amended, subject to Article 124 of Law No. 14,133 of 2021.

5.4. After the bid is approved, the following conditions must be met to formalize the price registration record:

5.4.1. The prices and quantities offered by the successful bidder shall be recorded in the minutes, taking into account whether or not the bidder may offer a quantity lower than the maximum specified in the bidding notice and commit to the limits set therein;

5.4.2. The minutes shall include, as an annex, a list of bidders or suppliers who:

5.4.2.1. Agree to quote prices for the goods, construction work, or services equal to those of the successful bidder, subject to the tender's ranking; and

5.4.2.2. Maintain their original bid.

5.4.3. In contract awards, the order of classification of the bidders or suppliers recorded in the minutes shall be respected.

5.5. The purpose of the record referred to in item 5.4.2 is to establish a reserve list in the event that the signatory of the minutes is unable to fulfill the contract.

5.6. For the purposes of the ranking order, bidders or suppliers who agree to reduce their bids to the successful bidder's price will take precedence over those who maintain their original bid.

5.7. The qualification of bidders who will comprise the reserve list referred to in item 5.4.2.2 will only be carried out when there is a need to contract the remaining bidders, in the following cases:

5.7.1. When the winning bidder fails to sign the price registration minutes within the timeframe and under the conditions established in the bid notice; and

5.7.2. When the bidder's registration or the price registration is canceled under the circumstances provided for in item 9.

5.8. The registered price, indicating the bidders and suppliers, will be published on the PNCP and will remain available for the duration of the price registration record.

5.9. After the bid is approved, the highest-ranked bidder or the supplier, in the case of direct contracting, will be summoned to sign the price registration minutes within the timeframe and under the conditions established in the bid notice or the direct contracting notice, under penalty of forfeiting the right, without prejudice to the penalties 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, upon request by the summoned bidder or supplier, provided that the request is submitted within the deadline, is duly justified, and the justification is accepted by the Administration.

5.10. The price registration minutes will be signed via digital signature and made available in the Price Registration System.

5.11. If the selected bidder fails to sign the price registration minutes within the deadline and under the conditions established in the notice of bid, in accordance with item 5.7 and its subitems, the Administration may call upon the remaining bidders from the reserve list, in order of ranking, to do so within the same deadline and under the conditions proposed by the highest-ranked bidder.

5.12. In the event that none of the bidders referred to in item 5.4.2.1 accepts the contract under the terms of the preceding item, the Administration, subject to the estimated value and any updates thereto as provided in the notice of bid, may:

5.12.1. Invite the remaining bidders or suppliers whose prices were recorded without a reduction to negotiate, in order of ranking, with a view to obtaining a better price, even it is higher than the successful bidder's price; or

5.12.2. Award and execute the contract under the terms offered by the remaining bidders or suppliers, in accordance with the ranking order, when negotiations for better terms are unsuccessful.

5.13. The existence of registered prices implies a commitment to supply under the established conditions, but does not oblige the Administration to award the contract; the Administration may conduct a specific bidding process for the intended procurement, provided that such action is duly justified.

6. CHANGES OR UPDATES TO REGISTERED PRICES

6.1. Registered prices may be amended or updated as a result of a reduction in prevailing market prices or of circumstances that increase the cost of the registered goods, construction projects, or services, in the following situations:

6.1.1. In cases of force majeure, unforeseeable events, or acts of state, or as a result of unforeseeable or foreseeable events with incalculable consequences that render the execution of the agreement as agreed upon unfeasible, pursuant to subparagraph "d" of item II of the main text of Article 124 of Law No. 14,133 of 2021;

6.1.2. In the event of the creation, alteration, or abolition of any taxes or legal charges, or the enactment of legal provisions with a proven impact on the registered prices;

6.1.3. In the event that the call for bids or the direct contracting notice includes a clause providing for the adjustment or renegotiation of the registered prices, pursuant to Law No. 14,133 of 2021.

6.1.3.1. In the case of an adjustment, the annual period and the index specified in the contract must be observed;

6.1.3.2. In the case of renegotiation, this may be requested by the interested party, in accordance with the criteria defined for the contract.

7. NEGOTIATION OF REGISTERED PRICES

7.1. In the event that the registered price exceeds the market price due to unforeseen circumstances, the managing agency or entity shall summon the supplier to negotiate a reduction in the registered price.

7.1.1. If the supplier refuses to reduce its price to market levels, it will be released from its commitment regarding the registered item, without incurring administrative penalties.

7.1.2. In the scenario described in the preceding paragraph, the managing agency or entity shall invite suppliers from the reserve list, in order of ranking, to determine whether they agree to reduce their prices to market levels, and shall not invite bidders or suppliers whose registration has been canceled.

7.1.3. If negotiations are unsuccessful, the managing agency or entity shall cancel the price registration record and take the appropriate measures to secure a more advantageous contract.

7.1.4. In the event of a reduction in the registered price, the administrator shall notify the agencies and entities that have entered into contracts based on the price registration record so that they may assess the advisability and timeliness of initiating negotiations aimed at amending the contract, in accordance with the provisions of Article 124 of Law No. 14,133 of 2021.

7.2. In the event that the market price exceeds the registered price and the supplier is unable to fulfill the obligations established in the minutes, the supplier may request that the administrator amend the registered price, upon providing evidence of a supervening event that allegedly prevents it from fulfill the commitment.

7.2.1. In this case, the supplier shall submit, along with the request for amendment, supporting documentation or a cost spreadsheet demonstrating that the registered price is no longer feasible under the initially agreed-upon conditions.

7.2.2. If the existence of a supervening event that renders the registered price unfeasible is not proven, the request will be denied by the managing agency or entity, and the supplier must fulfill the obligations set forth 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 applicable legislation.

7.2.3. In the event of cancellation of the supplier's registration, pursuant to the preceding item, the administrator shall contact the suppliers on the reserve list, in order of ranking, to verify whether they agree to maintain their registered prices, subject to the provisions of item 5.7.

7.2.4. If negotiations are unsuccessful, the managing agency or entity shall cancel the price registration record, in accordance with Section 9.4, and shall take the appropriate measures to secure the most advantageous contract.

7.2.5. In the event that an increase in the market price is substantiated, rendering the registered price unfeasible, as provided for in sections 7.2 and 7.2.1, the managing agency or entity shall update the registered price in accordance with current market rates.

7.2.6. The managing agency or entity shall notify the agencies and entities that have entered into contracts arising from the price registration minutes of the effective change to the registered price, so that they may assess the need for a contractual amendment, in accordance with the provisions of Article 124 of Law No. 14,133 of 2021.

8. REALLOCATION OF QUANTITIES RECORDED IN THE PRICE REGISTRATION MINUTES

8.1. The quantities specified for items with prices registered in the price registration minutes may be reallocated by the agency or managing entity among agencies or entities that are participants in the price registration and those that are not.

8.2. Such reallocation may only be made:

8.2.1. From a participating agency or entity to another 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 agency or entity that has estimated the quantities it intends to procure shall be considered a participant for the purposes of such reallocation.

8.4. In the event of a 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 shall be observed.

8.5. It shall be the responsibility of the managing agency or entity to authorize the requested reallocation, with a reduction in the quantity initially reported by the participating agency or entity, provided there is prior consent from the agency or entity whose reported quantities are being reduced.

8.6. If the reallocation is made between agencies or entities from different states, the Federal District, or municipalities, the supplier that is the beneficiary of the price registration record shall have the option, subject to the conditions set forth therein, to accept or decline the supply resulting from the reallocation of the items.

8.7. In the case of centralized procurement, if the managing agency or entity does not specify the quantities for the participants in the centralized procurement, pursuant to item 8.3, the distribution of quantities for decentralized execution shall be carried out through reallocation.

9. CANCELLATION OF THE SUCCESSFUL BIDDER'S REGISTRATION AND OF 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 terms of the price registration minutes without just cause;

9.1.2. Fails to obtain the letter of commitment, or equivalent instrument, within the deadline established by the Administration without reasonable justification;

9.1.3. Fails to agree to maintain its registered price, in the case provided for in Article 27, paragraph 2, of Decree No. 11,462 of 2023; or

9.1.4. Is subject to a penalty provided for in subparagraphs III or IV of the main text of Article 156 of Law No. 14,133 of 2021.

9.1.4.1. In the event that a sanction provided for in subparagraphs III or IV of the main text of Article 156 of Law No. 14,133 of 2021 is imposed, if the penalty imposed on the supplier does not exceed the term of validity of the price registration record, the managing agency or entity may, by means of a reasoned decision, decide to maintain the price registration, with any contracts derived from the record being prohibited for as long as the effects of the sanction persist.

9.2. The cancellation of registrations in the cases provided for in item 9.1 shall be formalized by an order of the managing agency or entity, ensuring the principles of the right to be heard and full defense.

9.3. In the event of cancellation of a supplier's registration, the managing agency or entity may summon the bidders on the reserve list, in accordance with their order of ranking.

9.4. The cancellation of registered prices may be carried out by the administrator, in a specific price registration record, in whole or in part, in the following cases, provided they are duly substantiated and justified:

9.4.1. For reasons of public interest;

9.4.2. At the supplier's request, 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 shall result in the application of the penalties established in the call for bids.

10.1.1. The sanctions also apply to members of the reserve list in the price registry who, upon being called upon, fail to honor the commitment they assumed without just cause after signing the minutes.

10.2. The manager is responsible for imposing penalties resulting from noncompliance with the terms agreed upon in this Price Registration Minutes (Article 7, XIV, of Decree No. 11,462, of 2023), except in cases where the noncompliance relates to contracts entered into by the participating agency or entity, in which case the respective participating agency shall be responsible for imposing the penalty (Article 8, IX, of Decree No. 11,462, of 2023).

10.3. The participating agency or entity must notify the managing agency of any of the occurrences set forth 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 performance of the contract, such as delivery and receipt deadlines, the obligations of the Administration and the registered supplier, penalties, and other terms of the agreement, are set forth in the Terms of Reference, attached to the call for bids.

To confirm the validity and enforceability of the agreement, these Minutes were drawn up in .... (   ) copies of identical content, which, after being reviewed and found to be in order, shall be signed by the parties, and a copy shall be forwarded to the other participating agencies (if any).

Place and
date
Signatures

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

APPENDIX I TO THE PRICE REGISTRATION
MINUTES RESERVE REGISTRY

To be completed after approval, in accordance with the ranking order and rules set forth in the Request for Proposals and Decree No. 11,462/2023.

In order of ranking, the following is a list of suppliers who agreed to quote prices for the items equal to those of the successful bidder:

Item No. TR	Supplier *[company name, CNPJ/MF, address, contact information, representative]*							
X	Specification	Brand *(if required in the request for proposals)*	Model *(if required in the call for bids)*	Unit	Maximum Quantity	Minimum Quantity	Unit Price	Term Guarantee or Validity Period

In order of ranking, here is a list of suppliers who maintained their original bid:

Item No. TR	Supplier *[company name, CNPJ/MF, address, contact information, representative]*							
X	Specification	Brand *(if required in the announcement)*	Template *(if required in the announcement)*	Unit	Maximum Quantity	Minimum Quantity	Unit Price	Warranty or Validity Period

Document electronically signed by **DANILO DE ALBUQUERQUE**, **Federal Police Officer**, on August 5, 2026, at 3:02 p.m., according to official Brasília time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

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=147403144&crc=9402F24A.
Verification code: **147403144** and CRC code: **9402F24A**.

Reference: Case No. 08200.018779/2025-31 SEI No. 147403144

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

Notice No. 200334 - 10/2026-DICOMP/CLC/CGAD/DLOG/PF

Case No. 08200.018779/2025-31

ELECTRONIC AUCTION No. 200334 - 10/2026
Administrative Case No. 08200.018779/2025-31

This is public, for information of interested parties, which the POLICE POLICE, CNPJ 00.394.494/0014-50, through the GENERAL ADMINISTRATION COORDINATION OFFICE, headquartered at SCN Quadra 4, Block A, Tower C, 3rd Floor, Multibrasil Corporate Building—Asa Norte, Brasília—DF, 70714-903, will conduct a bidding process for price registration via an Electronic Auction, in electronic form, using the "Lowest Price" award criterion, 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 set forth in this Notice.

Date of Public Session: September 10,

2026 Start Time: 10:00 a.m.

(Brasília/DF)

1. SUBJECT MATTER

1.1. The purpose of this bidding process is to establish a price list for the on-demand purchase of factory-new rotary-wing aircraft, to be delivered with an airworthiness certificate valid for the year of final delivery, with permanent Brazilian registration, equipped with instruments and accessories certified in Brazil, including training, manufacturer's warranty, and technical assistance to be provided in Brazil, in accordance with the conditions, quantities, and requirements set forth in this Notice and its annexes.

1.2. The bidding process will consist of a single item.

2. PRICE REGISTRATION

2.1. The rules governing the managing agency and participants, as well as any applications for participation, are those set forth in the draft Price Registration Minutes.

3. PARTICIPATION IN THE BIDDING PROCESS

3.1. Interested parties whose line of business is compatible with the subject matter of the tender and who are previously registered in the Unified Supplier Registration System (SICAF) and the Federal Government Procurement System (www.gov.br/compras).

3.2. Interested parties must meet the requirements for registration in SICAF by the third business day prior to the scheduled date for receipt of proposals.

3.3. The bidder assumes sole and formal responsibility for transactions carried out in its name and acknowledges its proposals and bids as binding and true, including actions taken directly or by its representative; the system provider or the agency or entity conducting the bidding process is not liable for any damages resulting from the misuse of access credentials, even if by third parties.

3.4. It is the responsibility of the registered user to verify the accuracy of their registration data in the systems listed in the previous item and to keep them up to date with the agencies responsible for the information, and they must immediately correct or amend the records as soon as they identify any inaccuracies or if the information becomes outdated.

3.5. Failure to comply with the provisions of the preceding item may result in disqualification at the time of qualification.

3.6. No preferential treatment will be granted in this Bidding Process to microenterprises, small businesses, and equivalent entities, pursuant to Complementary Law No. 123 of 2006, due to the applicability, in this case, of Article 4, Paragraph 1 of Law No. 14,133 of 2021.

3.7. The following are ineligible to participate in this bidding process:

3.7.1. any entity that does not meet the conditions of this Notice and its annex(es);

3.7.2. companies engaged in activities incompatible with the subject matter of the bidding process;

3.7.3. foreign companies that do not meet the conditions for participation, qualification, and representation set forth in this Notice and in the Terms of Reference;

3.7.4. the author of the preliminary design, basic design, or detailed design—whether an individual or a legal entity—when the bidding process concerns services or the supply of goods related to such designs;

3.7.5. a company, acting alone or as part of a consortium, responsible for preparing the preliminary design or the detailed design; or a company in which the designer serves as an officer, manager, controlling shareholder, shareholder, or holder of more than 5% (five percent) of the voting stock, or acts as the technical supervisor or subcontractor, when the bid concerns services or the supply of goods necessary for that company;

3.7.6. any individual or legal entity that, at the time of the bidding process, is barred from participating in the bidding process as a result of a sanction imposed upon it;

3.7.7. anyone who maintains a technical, commercial, economic, financial, labor, or civil relationship with an executive of the contracting agency or entity, or with a public official who performs a function in the bidding process or is involved in the oversight or management of the contract, or who is the spouse, partner, or relative of such a person—whether by blood, marriage, or affinity—up to the third degree;

3.7.8. parent companies, subsidiaries, or affiliates, as defined by Law No. 6,404 of December 15, 1976, competing against one another;

3.7.9. any individual or legal entity that, within the five (5) years prior to the publication of the bid notice, has been convicted by a final and unappealable court decision for the exploitation of child labor, for subjecting workers to conditions analogous to slavery, or for hiring adolescents in cases prohibited by labor law;

3.7.10. Civil Society Organizations of Public Interest (OSCIPs), acting in that capacity;

3.8. No public official of the contracting agency or entity may participate, directly or indirectly, in the bidding process or the performance of the contract; situations that may constitute a conflict of interest during or after the exercise of the position or employment must be observed, in accordance with the legislation governing the matter, pursuant to Paragraph 1 of Article 9 of Law No. 14,133 of 2021.

3.9. The disqualification referred to in item 3.7.6 shall also apply to a bidder acting as a substitute for another person, whether an individual or a legal entity, with the intent to circumvent the effectiveness of a sanction imposed on that person, including its parent company, subsidiary, or affiliate, provided that the unlawful act or fraudulent use of the bidder's legal personality is duly proven.

3.10. At the discretion of the Administration and exclusively for its purposes, the author of the projects and the company referred to in items 3.7.4 and 3.7.5 may participate in supporting the planning of the procurement, the conduct of the bidding process, or the management of the contract, provided that they do so 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 project authors.
3.12. The provisions of items 3.7.4 and 3.7.5 do not preclude a bidding process or the contracting of services that include, as part of the contractor's scope of work, the preparation of the basic design and the detailed design in integrated contracts, and the detailed design in other execution regimes.
3.13. In bidding and contracting processes conducted within the scope of projects and programs partially funded by an official foreign cooperation agency or by an international financial institution using funding or national counterpart funds, no individual or legal entity that appears on the list of persons sanctioned by such entities or that has been declared ineligible under the terms of Law No. 14,133 of 2021 may participate.
3.14. The prohibition referred to in item 3.8 extends to any third party assisting in the procurement process as a member of the support team, a specialized professional, or an employee or representative of a company providing technical assistance.
3.15. The participation of foreign companies that do not operate in Brazil must comply with the rules regarding registration in the system, submission of equivalent documents, translation, and other requirements set forth in this Notice and in the Terms of Reference.

4. ESTIMATED BUDGET: CONFIDENTIAL

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

5. SUBMISSION OF PROPOSALS AND QUALIFICATION DOCUMENTS

5.1. In this bidding process, the qualification phase will follow the proposal and bid submission phases and the evaluation phase.
5.2. Bidders shall submit, exclusively through the electronic system, their proposal with the price, in accordance with the evaluation criteria adopted in this Notice, by the date and time established for the opening of the public session.
5.3. When registering the initial proposal, the bidder shall declare, in the appropriate field of the system, that:

5.3.1. 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 necessary to comply with the labor rights guaranteed by the Federal Constitution, labor laws, in subordinate regulations, in collective bargaining agreements, and in the terms of conduct agreements in effect on the date of its final submission, and that it fully complies with the qualification requirements defined in the call for bids;

5.3.2. does not employ minors under the age of 18 in night work, hazardous work, or unhealthy work, and does not employ minors under the age of 16, except for minors aged 14 or older as apprentices, pursuant to Article 7, XXXIII, of the Constitution;

5.3.3. does not have employees performing degrading or forced labor, in compliance with the provisions of subparagraphs III and IV of Article 1 and subparagraph III of Article 5 of the Federal Constitution;

5.3.4. complies with the requirements for reserving positions for people with disabilities and for individuals rehabilitated under the Social Security system, as provided for by law and other specific regulations.

5.4. Bidders organized as cooperatives must also declare, in the appropriate field of the electronic system, that they comply with the requirements established in Article 16 of Law No. 14,133 of 2021.

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

5.4.2. At the request of the contracted company, the contract price may be revised, pursuant to Article 134 in conjunction with Article 136, I, of Law No. 14,133 of 2021, following an effective increase in tax rates, in accordance with the transitional regime provided for in Articles 9-A and 9-B of Law No. 12,546 of 2011, as amended by Law No. 14,973 of 2024.

5.5. A legal entity shall not be eligible for the special legal treatment established in Articles 42 through 49 of Complementary Law No. 123 of 2006 if:

5.5.1. in which another legal entity holds an equity interest;

5.5.2. that is a subsidiary, branch, agency, or representative office in Brazil of a legal entity headquartered abroad;

5.5.3. in which an individual holds an equity interest and is registered as a business owner or is a partner in another company that receives special legal treatment under the terms of Complementary Law No. 123 of 2006, provided that the aggregate gross revenue exceeds the limit set forth in subparagraph II of Article 3 of said law;

5.5.4. whose owner or partner holds more than 10% (ten percent) of the capital of another company not covered by Complementary Law No. 123 of 2006, provided that the total gross revenue exceeds the threshold set forth in subsection II of Article 3 of said law;

5.5.5. whose partner or owner is an officer or equivalent of another for-profit legal entity, provided that the aggregate gross revenue exceeds the limit set forth in subsection II of Article 3 of the aforementioned law;

5.5.6. organized as cooperatives, except for consumer cooperatives;

5.5.7. that holds an equity interest in another legal entity;

5.5.8. that engages in the activities of a commercial bank, investment bank, development bank, savings bank, credit, financing, and investment company, real estate credit institution, brokerage firm, or distributor of securities, financial instruments, and foreign exchange; a leasing company; a private insurance company; or a capitalization or supplemental pension fund;

5.5.9. resulting from or remaining after a spin-off or any other form of division of a legal entity that occurred within the preceding five (5) calendar years;

5.5.10. incorporated as a corporation.

5.5.11. whose owners or partners have, cumulatively, a relationship of personal involvement, subordination, and regularity with the service contractor.

5.6. Any false statement regarding the items listed in Section 5.4 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 proposal or, if the qualification phase precedes the proposal and bid submission and evaluation phases, the qualification documents previously uploaded to the system, until the opening of the public session.

5.8. There will be no ranking order during the stage in which the bidder submits the proposal and qualification documents; such ranking will occur only after the procedures for opening the public session and the bidding phase have been completed.

5.9. The documents comprising the proposals of bidders invited to submit proposals will be made available for public access after the bidding phase.

5.10. Provided that the feature is available in the system, the bidder may set its minimum final price or maximum discount percentage when registering the bid and must comply with the following rules:

5.10.1. the application of the minimum interval for differences in values or percentages between bids, which will apply both to intermediate bids and to the bid that constitutes the best offer; and

5.10.2. bids will be automatically submitted by the system, subject to the minimum final value—if established—and the range referred to in the subitem above.

5.11. The minimum final amount configured in the system may be changed by the supplier during the bidding phase; however, the new amount may not exceed the bid already entered by the supplier in the system.

5.12. The minimum final amount or the maximum final discount percentage configured in accordance with item 5.10 shall be confidential to the other suppliers and to the agency or entity conducting the bidding process, and may be made available strictly and permanently to external and internal oversight bodies.

5.13. It is the responsibility of bidders interested in participating in the bidding process to monitor operations in the electronic system throughout the bidding process and to bear the consequences of any loss of business resulting from failure to comply with messages issued by the Administration or from disconnection from the system.

5.14. The bidder must immediately notify the system provider of any event that could compromise confidentiality or security, so that access can be blocked immediately.

6. COMPLETING THE BID

6.1. The bidder must submit its bid by filling out the following fields in the electronic system:

6.1.1. unit price of the item, expressed in Brazilian Reais (R$), subject, where applicable, to the tax equalization rules set forth in the Terms of Reference and in the attached bid templates;

6.1.2. brand, manufacturer, model, and country of origin of the aircraft offered, when applicable;

6.1.3. quantity quoted, in accordance with the maximum quantity specified in the Terms of Reference.

6.2. All specifications regarding the subject matter contained in the proposal are binding on the bidder.

6.2.1. The bidder may not submit a proposal for a quantity less than the maximum quantity specified for the contract.

6.3. The proposed prices shall include all operating costs, social security charges, labor costs, taxes, commercial charges, and any other costs that directly or indirectly affect the performance of the subject matter.

6.4. The prices offered, both in the initial proposal and during the bidding phase, shall be the sole responsibility of the bidder, who shall have no right to request 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 quote shall be the one corresponding to the average of the company's actual tax payments over the last twelve months.

6.5.1. Under the non-cumulative PIS and COFINS tax regime, the appropriate rate shall be the average of the tax rates actually paid by the company, as evidenced at any time by Digital Tax Bookkeeping (EFD-Contribuições) documents for PIS/PASEP and COFINS covering the twelve (12) months prior to the submission of the bid, or by other valid means.

6.6. Regardless of the tax percentage entered in the spreadsheet, the percentages established in current legislation will be withheld at source upon payment.

6.7. In this bidding process, Microenterprises and Small Businesses may benefit from the Simples Nacional tax regime.

6.8. Submission of proposals implies mandatory compliance with the provisions contained therein, in accordance with the provisions of the Terms of Reference/Basic Project, with the bidder committing to perform the subject matter of the bid in accordance with its terms, as well as to supply the necessary materials, equipment, tools, and supplies in quantities and qualities adequate for the proper performance of the contract, providing replacements when required.

6.9. The bid's validity period shall not be less than 60 (sixty) days from the date of its submission.

6.10. Bidders must comply with the maximum prices established in the regulations governing federal public procurement when participating in public bids;

6.11. Bidders must comply with the maximum prices set forth in the Terms of Reference;

6.12. Failure to comply with the aforementioned rules may result in liability being imposed by the Federal Court of Accounts and, following due legal process, lead to the following consequences: the imposition of a deadline for adopting the measures necessary to ensure strict compliance with the law, pursuant to Article 71, item IX, of the Constitution; or the conviction of the responsible public officials and the contracted company to pay damages to the public treasury, should overpricing be verified during the execution of the contract.

6.13. Due to the international nature of this bidding process, the submission of bids—including with respect to the accepted currency, exchange rate conversion, equalized amounts, and contract amounts—must comply with the rules set forth in the Terms of Reference and the respective attached bid templates.

6.14. For the purposes of evaluation, the tax equalization methodology set forth in the Terms of Reference shall be followed, and the Auctioneer shall verify and apply the final equalization, where applicable, after the bidding phase and before accepting the bid.

7. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS, AND SUBMISSION OF BIDS

7.1. This bidding process will open automatically in a public session via an electronic system on the date, time, and location specified in this Notice.
7.2. Bidders may withdraw or replace their bid or qualification documents, as applicable, previously submitted to the system, up until the opening of the public session.
7.3. The system will provide a dedicated field for exchanging messages between the Auctioneer and the bidders.
7.4. Once the competitive phase begins, bidders must submit bids exclusively through the electronic system and will be immediately notified of their receipt and the amount recorded in the system.
7.5. Bids must be submitted based on the unit price of the item, subject, where applicable, to the equalization rules set forth in the Terms of Reference and the attached bid templates.
7.6. Bidders may submit successive bids, provided they observe the scheduled time for the opening of the session and the rules established in the Request for Proposals.
7.7. A bidder may only submit a bid lower than the last bid submitted by that bidder and recorded by the system.
7.8. The minimum difference in value between bids—which applies to both intermediate bids and the bid that matches the best offer—must be R$10,000.00 (ten thousand reais).
7.9. The bidder may, on a single occasion, withdraw their most recent 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 open and closed bidding format.
7.11. In the "open and closed" bidding mode, bidders will submit public and successive bids, culminating in a final, closed bid.

> 7.11.1. The bidding phase of the public session will initially last fifteen minutes. After this period, the system will display a notice of imminent bid closure, followed by a randomly determined period of up to ten minutes, at the end of which bid submission will automatically close.
>
> 7.11.2. Once the period specified in the preceding subitem has ended, the system will allow the bidder with the lowest bid and those with bids up to 10% (ten percent) higher than that bid to submit a final, sealed bid within five minutes; this bid will remain confidential until the end of this period.
>
> 7.11.3. In the procedure described in the preceding subitem, the bidder may choose to maintain their last bid from the open stage or to submit a better bid.
>
> 7.11.4. If there are not at least three bids meeting the conditions defined in this item, the bidders with the next-best bids, in order of ranking, up to a maximum of three, may submit a final, sealed bid within five minutes, which will remain confidential until the end of this period.

7.12. After the deadlines established in the preceding sub-items have expired, the system will sort and disclose the bids in ascending order of value.
7.13. Two or more bids of the same value will not be accepted; the bid received and recorded first shall prevail.
7.14. During the public session, bidders will be informed in real time of the value of the lowest recorded bid, without identifying the bidder.
7.15. In the event of a disconnection from the Auctioneer during the competitive phase of the Electronic Auction, the electronic system may remain accessible to bidders for the submission of bids.
7.16. If the disconnection between the electronic system and the Auctioneer persists for more than ten minutes, the public session will be suspended and resumed only twenty-four hours after the Auctioneer notifies the participants of the incident on the website used for announcements.
7.17. If a bidder does not submit any bids, the bidder's proposal amount will be considered the bid.
7.18. A tie may only occur between identical proposals (not followed by bids).
7.19. In the event of a tie between proposals or bids, the tiebreaker criteria shall be those set forth in Article 60 of Law No. 14,133 of 2021, in the following order:

> 7.19.1. final round, in which tied bidders may submit a new proposal

immediately following the ranking;

7.19.2. evaluation of the bidders' prior contractual performance, for which registration records should preferably be used to certify compliance with the obligations set forth in this Law;

7.19.3. the bidder's implementation of gender equality measures in the workplace, in accordance with Decree No. 11,430, of March 8, 2023;

7.19.4. implementation 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, in the following order, to goods and services produced or provided by:

7.20.1. Brazilian companies;

7.20.2. companies that invest in research and technology development in Brazil;

7.20.3. companies that demonstrate mitigation practices, pursuant to Law No. 12,187 of December 29, 2009.

7.21. Once all other tie-breaking criteria provided for by law have been exhausted, the winning bidder will be selected by lottery in a public ceremony, to which all bidders will be invited, and no other procedure is permitted.

7.22. Once the bidding phase of the public session has concluded, if the bid from the top-ranked bidder remains above the maximum price set for the contract, the Auctioneer may negotiate more favorable terms after the evaluation results have been determined.

7.22.1. Negotiations may be conducted with the other bidders, in accordance with the initially established ranking order, if the top-ranked bidder—even after negotiations—is disqualified because its bid remains above the maximum price set by the Administration.

7.22.2. Negotiations will be conducted through the system and may be monitored by the other bidders.

7.22.3. The result of the negotiation will be disclosed to all bidders and attached to the bidding process records.

7.22.4. The Auctioneer will request that the highest-ranked bidder, within 2 (two) hours, submit a bid corresponding to the final bid offered following the negotiation, accompanied, if applicable, by supplementary documents, when necessary to confirm those required in this Notice and already submitted.

7.22.5. The Auctioneer may extend the established deadline upon receipt of a substantiated request made via chat by the bidder before the deadline expires.

7.23. After price negotiations, the Auctioneer will begin the bid acceptance and evaluation phase.

8. EVALUATION PHASE

8.1. Once the negotiation stage is concluded, the Auctioneer will verify whether the bidder provisionally ranked first meets the conditions for participation in the auction, as provided for in Article 14 of Law No. 14,133 of 2021, related legislation, and Item 3.7 of the bid notice, particularly regarding the existence of any sanctions that would prevent participation in the bidding process or future contracting, by consulting the following registries:

8.1.1. SICAF;

8.1.2. National Registry of Sanctioned Companies (CNEP), maintained by the Office of the Comptroller General.

8.2. The search of these registries will be conducted using the bidding company's name and CNPJ.

8.2.1. The CNEP search regarding sanctions provided for in Law No. 8,429 of 1992 will also be conducted using the name and CPF of the bidding company's majority shareholder, if any, pursuant to Article 12 of the aforementioned law.

8.3. If the bidder's Status Check reveals the existence of Indirect Disqualifying Incidents, the Auctioneer will take steps to verify whether fraud was committed by the companies identified in the Report on Indirect Disqualifying Incidents.

8.3.1. Attempts at fraud will be verified through corporate affiliations, similar supply chains

, among other factors.

8.3.2. The bidder will be summoned to provide a statement prior to any potential disqualification.

8.3.3. If a sanction is confirmed, the bidder will be deemed ineligible due to lack of eligibility to participate.

8.4. Once the eligibility requirements and conditions for receiving preferential treatment have been verified, the Auctioneer will examine the top-ranked bid for its suitability to the subject matter and the compatibility of the price with the maximum amount stipulated for the contract in this Notice and its annexes, in accordance with the provisions of Articles 29 through 35 of SEGES Instruction No. 73, dated September 30, 2022.

8.4.1. In the evaluation of bids, when a foreign company participates or a bid is submitted in a foreign currency, the tax equalization rules set forth in the Terms of Reference and in the attached bid templates shall be observed.

8.5. The winning bid will be disqualified if it:

8.5.1. contains irremediable defects;

8.5.2. does not comply with the technical specifications contained in the Terms of Reference;

8.5.3. submits unfeasible prices or exceeds the maximum price set for the contract;

8.5.4. fails to demonstrate its feasibility, when required by the Administration;

8.5.5. does not meet the price acceptability criteria defined in the Terms of Reference;

8.5.6. fails to comply with any other requirements of this Notice or its annexes, provided such non-compliance is irremediable.

8.6. In the case of goods and services in general, bids amounting to less than 50% (fifty percent) of the amount budgeted by the Administration are considered indicative of unfeasibility.

8.7. Infeasibility, in the scenario described in the preceding item, will only be considered after an investigation by the Auctioneer, who must verify:

8.7.1. that the bidder's cost exceeds the bid amount; and

8.7.2. that there are no opportunity costs capable of justifying the bid amount.

8.8. Errors in completing the spreadsheet do not constitute grounds for disqualifying the bid. The spreadsheet may be adjusted by the supplier within the timeframe specified by the Auctioneer, provided that there is no increase in price and that it is proven that the price is sufficient to cover all costs associated with the contract;

8.8.1. The adjustment referred to in this provision is limited to correcting errors or omissions that do not alter the substance of the bids;

8.8.2. An error in completing the spreadsheet that is subject to correction is the indication of tax and contribution payments under the Simples Nacional regime, when that regime is not applicable.

8.9. For the purpose of analyzing the bid's compliance with the specifications of the subject matter, a written statement may be obtained from the department requesting the service or from the area specializing in the subject matter.

8.10. If the Terms of Reference require the submission of a letter of joint and several liability issued by the manufacturer, guaranteeing the performance of the contract—in the case of a bidder acting as a reseller or distributor—the bidder ranked first must submit it, failing which the bid will not be accepted.

8.11. If the Terms of Reference/Basic Design require the submission of a sample, the bidder ranked first must submit it, as specified in the Terms of Reference, or the bid will not be accepted.

8.12. A message in the system will announce the location and time of the sample evaluation procedure, which is open to all interested parties, including the other bidders.

8.13. The results of the evaluations will be announced via a message in the system.

8.14. If the sample is not delivered or there is a delay in delivery without a justification accepted by the Auctioneer, or if the sample is delivered outside the specifications set forth in this Notice, the bidder's proposal will be rejected.

8.15. If the sample(s) submitted by the first-ranked bidder are not accepted, the Auctioneer will review the acceptability of the proposal or bid submitted by the second-ranked bidder. The verification of the sample(s) will then proceed, and so on, until a sample is verified that meets the specifications set forth in the Terms of Reference.

9. QUALIFICATION PHASE

9.1. The documents specified in the Terms of Reference, which are necessary and sufficient to demonstrate the bidder's capacity to perform the subject matter of the bid, will be required for qualification purposes, pursuant to Articles 62 through 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 substituted by registration in the SICAF system.

9.2. When foreign companies that do not operate in Brazil are permitted to participate, the qualification requirements will be met through equivalent documents, initially submitted in an unofficial translation.

9.3. In the event that the winning bidder is a foreign company that does not operate in Brazil, 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 Brazil and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any subsequent decree that may replace it, or certified by the respective consulates or embassies.

9.4. When the participation of a consortium of companies is permitted, technical qualification, when required, shall be determined by the sum of the quantities provided by each consortium member; and, for the purposes of economic and financial qualification, when required, the sum of the values provided by each consortium member shall be considered.

9.5. The documents required for qualification purposes may be submitted as originals or copies.

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 was 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 stating that it meets the qualification requirements, and the declarant will be held 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 declaration stating that it complies with the requirements for reserving positions for people with disabilities and for those rehabilitated under Social Security, as provided for by law and other specific regulations.

9.9. The bidder must submit, under penalty of disqualification, a declaration stating that its financial proposal includes all costs associated with complying with the labor rights guaranteed by the Federal Constitution, labor laws, subordinate regulations, collective bargaining agreements, and the terms of conduct agreements in effect on the date the proposals are submitted.

9.10. Eligibility will be verified through Sicaf, based on the documents covered by the system.

9.10.1. Proof of compliance with requirements through the presentation of original, non-digital documents will only be necessary when there is doubt regarding the integrity of the digital document or when expressly required by law.

9.11. It is the bidder's responsibility to verify the accuracy of their registration data in Sicaf and to keep it up to date with the agencies responsible for the information, and the bidder must immediately correct or amend the records as soon as any inaccuracies are identified or the information becomes outdated.

9.11.1. Failure to comply with the provisions of the preceding item may result in disqualification during the qualification process.

9.12. Verification by the Auctioneer on the official websites of agencies and entities that issue certificates constitutes legal proof for qualification purposes.

9.12.1. Documents required for qualification that are not available in Sicaf must be submitted through the system in digital format within 2 (two) hours, extendable for an equal period, counted from the time of the Auctioneer's request.

9.13. Verification in Sicaf or the request for documents not contained therein will be conducted only with respect to the winning bidder.

9.13.1. Documents pertaining to tax compliance listed in the Terms of Reference will only be required, in any case, after the evaluation of bids, and only from the highest-ranked bidder.

9.13.2. Subject to the exception in the preceding subitem regarding tax compliance, when the qualification phase precedes the phases of bid and offer submission and evaluation, the verification or requirement set forth in this subitem shall apply to all bidders.

9.14. Once the deadline for submitting the documentation referred to in item 9.12.1 has passed, the Auctioneer may, by means of a reasoned decision, allow the submission of new qualification documents or the provision of additional information regarding documents already submitted by bidders, within 2 (two) hours, for the purpose of:

9.14.1. verifying the bidder's qualification requirements, provided such requirements stem from facts existing at the time the bidding process was opened;

9.14.2. updating documents whose validity expired after the date of receipt of the bids;

9.14.3. remedy the absence of a declaratory document issued unilaterally by the bidder;

9.14.4. to remedy the absence of a certificate and/or declaratory document issued by an agency or entity whose acts are presumed to be true and of public faith.

9.15. If the specified deadline expires without the submission of the new documentation, the bidder's opportunity to remedy the deficiency will be forfeited, resulting in the bidder's disqualification.

9.16. When reviewing the qualification documents, the contracting committee may remedy errors or omissions—provided they do not alter the substance of the documents or their legal validity—by means of a reasoned decision, recorded in the minutes and accessible to all, thereby rendering them effective for the purposes of qualification and ranking.

9.17. In the event that the bidder does not meet the qualification requirements, the Auctioneer will examine the next bid and so on, in order of ranking, until a bid that complies with this call for bids is identified, subject to the deadline set forth in subitem

9.18. Only the qualification documents of the bidder whose bid complies with the bidding notice will be made available for public access, after the procedures referred to in the preceding subitem have been completed.

10. CONTRACT AGREEMENT

10.1. Following approval and award, if a contract is to be entered into, a contract agreement will be executed.

10.2. The successful bidder will have 15 (fifteen) business days, counted from the date of notification, to sign the contract, under penalty of forfeiting the right to the 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 Agreement, the Administration may:

a) send the contract for signature via postal mail with return receipt requested (AR), to be signed and returned within 5 (five) business days from the date of receipt;

b) provide access to an electronic system so that it may be digitally signed within 5 (five) business days; or

c) use another electronic means, provided that a period of 5 (five) business days is allowed for a response after the Administration receives the notification.

10.4. The deadlines set forth in items 10.2 and 10.3 may be extended for an equal period upon a justified request by the successful bidder that is accepted by the Administration.

10.5. The term of the contract is as set forth in the Terms of Reference.

10.5.1. The successful bidder must comply with the requirements regarding the implementation, verification, and maintenance of an Integrity Program, in accordance with the terms set forth in the Terms of Reference and the legislation applicable to large-scale contracts.

10.6. Upon signing the contract, the Federal Public Sector Register of Unpaid Debts (Cadin) and proof of the qualification and contracting conditions set forth in this Notice will be required, which the supplier must maintain throughout the term of the contract.

10.6.1. The existence of a Cadin record constitutes a disqualifying factor for contracting.

11. REGARDING THE PRICE REGISTRATION MINUTES

11.1. Once the results of the bidding process have been approved, the highest-ranked bidder will have 5 (five) days, counted from the date of notification, to sign the Price Registration Record, the validity period of which is specified therein, failure to do so will result in forfeiture of the right to be awarded the contract, without prejudice to the penalties provided for in Law No. 14,133 of 2021.

11.2. The summons period may be extended once, for an equal period, upon request by the highest-ranked bidder or the supplier summoned, provided that:

(a) the request is duly justified and submitted within the deadline; and

(b) the justification provided is accepted by the Administration.

11.3. The price registration minutes will be signed using a digital signature and made available in the price registration system.

11.4. As many Price Registration Minutes as necessary will be formalized to record all items listed 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, including the names of the suppliers, will be published on the PNCP and made available for the duration of the price registration minutes.

11.6. The existence of registered prices implies a commitment to supply under the established conditions, but does not oblige the Administration to award a contract; the Administration may conduct a specific bidding process for the intended procurement, provided it is duly justified.

11.7. In the event that the selected bidder fails to sign the price registration minutes within the established timeframe and under the established conditions, the Administration is authorized to call upon the remaining bidders from the reserve list, in order of ranking, to do so within the same timeframe and under the conditions proposed by the top-ranked bidder.

11.8. The price registration record shall remain valid for 1 (one) year and may be extended for an equal period, provided that the advantageous price is substantiated.

11.8.1. In the event of an extension of the agreement, the quantity originally registered may be renewed.

12. ESTABLISHMENT OF THE RESERVE LIST

12.1. Following the approval of the bid, the following shall be included in the minutes as an annex:

12.1.1. of bidders who agree to quote a price for the subject matter equal to that of the successful bidder, in accordance with their ranking in the bidding process; and

12.1.2. bidders who maintain their original bid

12.2. In contract awards, the order of ranking of the bidders or suppliers listed in the minutes shall be respected.

12.2.1. The submission of new bids in accordance with this provision shall not affect the outcome of the bidding process with respect to the highest-ranked bidder.

12.2.2. For the purposes of the ranking order, bidders or suppliers who agree to quote a price for the subject matter equal to that of the successful bidder shall take precedence over those who maintain their original bid.

12.3. The qualification of bidders who will be included in 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 fails to sign the price registration minutes within the timeframe and under the conditions established in the bid 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. 11,462/23.

12.4. In the event that none of the bidders who agreed to quote a price equal to that of the successful bidder agree to enter into the contract on the same terms, within the same timeframe, and under the conditions proposed by the first-ranked bidder, the Administration, subject to the estimated value and any adjustments thereto as provided for in the bid notice, may:

12.4.1. invite the bidders who maintained their original bids to negotiate, in order of ranking, with a view to obtaining a better price, even if it exceeds the successful bidder’s price; or

12.4.2. award the contract and execute the agreement under the terms offered by the remaining bidders, in accordance with the ranking order, should negotiations for better terms fail.

13. APPEALS

13.1. The filing of an appeal regarding the evaluation of bids, the qualification or disqualification of bidders, or the annulment or revocation of the bidding process shall comply with the provisions of Article 165 of Law No. 14,133 of 2021.

13.2. The deadline for filing an appeal is 3 (three) business days, counted from the date of notification or the date the minutes are drawn up.

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 intent to appeal shall not be less than 10 (ten) minutes.

13.3.3. the deadline for filing the grounds for appeal shall begin on the date of notification or the date the minutes of qualification or disqualification are drawn up;

13.4. Appeals must be submitted through the designated field in the system.

13.5. The appeal shall be addressed to the authority that issued the act or rendered the decision being appealed, which may reconsider its decision within 3 (three) business days or, within that same period, forward the appeal to a higher authority, which must render its decision within 10 (ten) business days from receipt of the case file.

13.6. Appeals filed after the deadline will not be considered.

13.7. The deadline for other bidders to file counterarguments to the appeal shall be three (3) business days from the date of personal service or the public announcement of the filing of the appeal, ensuring immediate access to the information necessary to defend their interests.

13.8. The appeal and the motion for reconsideration shall have suspensive effect on the contested act or decision until a final decision is rendered by the competent authority.

13.9. If the appeal is upheld, it invalidates only those acts that cannot be utilized.

13.10. The case file shall remain available for review by interested parties on the website https://www.gov.br/pf/pt-br/assuntos/licitacoes/2026/diretoria-de-administracao-e-logistica-policial-dlog/

14. ADMINISTRATIVE VIOLATIONS AND SANCTIONS

14.1. A bidder commits an administrative violation, under the terms of the law, if, with intent or negligence:

14.1.1. fails to submit the documentation required for the bidding process or fails to submit any document requested by the Auctioneer during the bidding process;

14.1.2. Unless due to a duly justified supervening event, fails to maintain the bid, particularly when:

14.1.2.1. fails to submit a bid corresponding to the last bid offered or following negotiations;

14.1.2.2. refuses to submit the bid details when required;

14.1.2.3. requesting to be disqualified once the competitive phase has ended;

14.1.2.4. failing to submit a sample; or

14.1.2.5. submit a bid or sample that does not comply with the specifications in the request for proposals;

14.1.3. failing to enter into the contract or to submit the documentation required for contracting, when summoned within the validity period of the bid;

14.1.4. refusing, without justification, to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the timeframe established by the Administration;

14.1.5. submitting false statements or documentation required for the bidding process or making false statements during the bidding process;

14.1.6. committing bid rigging;

14.1.7. engaging in unethical conduct or committing fraud of any kind, particularly when:

14.1.7.1. acting in collusion or in violation of the law;

14.1.7.2. deliberately inducing error in the evaluation;

14.1.7.3. submitting a falsified or deteriorated sample;

14.1.8. committing unlawful acts with the intent to thwart 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. Pursuant to Law No. 14,133 of 2021, the Administration may, after ensuring the right to a prior defense, impose the following sanctions on bidders and/or successful bidders, without prejudice to civil and criminal liabilities:

14.2.1. a warning;

14.2.2. a fine;

14.2.3. prohibition from bidding and contracting; and

14.2.4. a declaration of ineligibility to bid or enter into contracts, for as long as the grounds for the penalty persist or until the bidder or contractor is reinstated by the same authority that imposed the penalty.

14.3. In applying sanctions, the following shall be taken into account:

14.3.1. the nature and severity of the violation committed;

14.3.2. the specific circumstances of the case

14.3.3. any aggravating or mitigating circumstances

14.3.4. the damages resulting therefrom to the Public Administration

14.3.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the oversight agencies.

14.4. The fine must be paid within a maximum of 30 (thirty) business days from the date of official notification.

14.4.1. For violations set forth in items 14.1.1, 14.1.2, and 14.1.3, the fine shall range from 0.5% to 15% of the value of the contracted amount.

14.4.2. For violations set forth in items 14.1.4, 14.1.5, 14.1.6, 14.1.7, 14.1.8, and 14.1.9, the fine shall range from 15% to 30% of the value of the tendered contract.

14.5. Sanctions such as a warning, disqualification from bidding and contracting, and a declaration of ineligibility to bid or contract may be imposed, either cumulatively or separately, in addition to the fine.

14.6. Upon imposition of a fine, the affected party shall be granted the right to present a defense within 15 (fifteen) business days from the date of notification.

14.7. The sanction of disqualification from bidding and contracting shall be imposed on the responsible party 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 warranted, and shall prevent the responsible party from bidding and entering into contracts within the scope of the direct and indirect public administration of the federal entity to which the agency or entity belongs, for a maximum period of 3 (three) years.

14.8. The responsible party may be subject to a sanction of disqualification from bidding or contracting as a result of committing the violations set forth in items 14.1.5, 14.1.6, 14.1.7, 14.1.8, and 14.1.9, as well as the administrative violations provided for in items 14.1.1, 14.1.2, 14.1.3, and 14.1.4, which justify the imposition of a penalty more severe than the sanction of disqualification from bidding and contracting; the duration of such penalty shall comply with the period provided for in Article 156, paragraph 5, of Law No. 14,133 of 2021.

14.9. The unjustified refusal by the successful bidder to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the deadline established by the Administration, as described in item 14.1.4, shall constitute a total breach of the obligation assumed and shall subject the successful bidder to penalties and the immediate forfeiture of the bid bond in favor of the agency or entity conducting the bidding process, pursuant to Article 45, paragraph 4, of IN SEGES/ME No. 73, of 2022.

14.10. The determination of liability related to sanctions prohibiting participation in bidding and contracting, and declarations of ineligibility to bid or contract, will require the initiation of a liability proceeding to be conducted by a commission composed of 2 (two) or more permanent civil servants, which will evaluate the known facts and circumstances and summon the bidder or the successful bidder to, within 15 (fifteen) business days from the date of such notice, to submit a written defense and specify the evidence they intend to present.

14.11. An appeal may be filed within 15 (fifteen) business days of the imposition of sanctions, including a warning, a fine, and disqualification from bidding and contracting, counted from the date of the notice. The appeal must be addressed to the authority that issued the decision being appealed; if that authority does not reconsider the decision within 5 (five) business days, it shall forward the appeal, along with its reasoning, to the higher authority, which must render its decision within a maximum of 20 (twenty) business days from receipt of the case file.
14.12. A request for reconsideration of the application of the sanction of disqualification from bidding or contracting may be filed within 15 (fifteen) business days from the date of notification and shall be decided within a maximum of 20 (twenty) business days from the date of receipt.
14.13. The appeal and the request for reconsideration shall have suspensive effect on the contested act or decision until a final decision is issued by the competent authority.
14.14. The imposition of the sanctions provided for in this notice does not, under any circumstances, preclude the obligation to provide full compensation for the damages caused.
14.15. To ensure bidders' full right to a 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.

14.15.1. The email addresses provided in the commercial proposal and/or registered in SICAF will be considered to be in continuous use by the company; therefore, claims of ignorance regarding communications verifiably sent to them will not be accepted.

15. CHALLENGING THE BID 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 no later than 3 (three) business days prior to the bid opening date.
15.2. The response to the challenge or request for clarification will be published on the official website within three (3) business days, no later than the last business day prior to the opening date of the competition.
15.3. Objections and requests for clarification may be submitted electronically via the following link: secom.cgad.dlog@pf.gov.br
15.4. Objections and requests for clarification do not suspend the deadlines set forth in the bidding process.
15.5. Granting suspensive effect to an objection is an exceptional measure and must be justified by the Auctioneer in the bidding process records.
15.6. If the objection is upheld, a new date for the bidding process will be set and published.

16. GENERAL PROVISIONS

16.1. The minutes of the public session will be published on the electronic system.
16.2. If it is a non-business day or if any unforeseen event prevents the bidding process from taking place on the scheduled date, the session will automatically be rescheduled for the first subsequent business day, at the same time previously established, unless otherwise notified by the Auctioneer.
16.3. All time references in the Notice of Bidding, in the announcement, and during the public session shall be based on Brasília-DF time.
16.4. Approval of the results of this bidding process does not imply a right to be awarded the contract.
16.5. The rules governing the bidding process will always be interpreted in a manner that promotes greater competition among interested parties, provided that they do not compromise the interests of the Administration, the principle of equal treatment, the purpose, or the security of the contract award.
16.6. Bidders shall bear all costs associated with the preparation and submission of their proposals, and the Administration shall in no event be liable for such costs, regardless of the conduct or outcome of the bidding process.
16.7. In calculating the deadlines established in this Notice and its Annexes, the starting date shall be excluded and the expiration date shall be included. Deadlines begin and expire only 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 the submission can be accepted, in accordance with the principles of equal treatment and the public interest.

16.9. In the event of any conflict between the provisions of this Notice and its annexes or other documents comprising the bidding process, the provisions of this Notice shall prevail.
16.10. This 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/2026/diretoria-de-administracao-e-logistica-policial-dlog/
16.11. The following annexes are incorporated into this Notice, for all intents and purposes:

- 16.11.1. ANNEX I - Terms of Reference;
  - 16.11.1.1. Appendix to Annex I – Equalization Proposal Template;
  - 16.11.1.2. Appendix to Annex I – National Proposal Template;
  - 16.11.1.3. Appendix to Annex I – Preliminary Technical Study
- 16.11.2. ANNEX II - Risk Allocation Matrix
- 16.11.3. ANNEX III - Draft Contract
- 16.11.4. ANNEX IV – Draft Price Registration Minutes

Document electronically signed by **ANDRE LUIS LIMA CARMO**, **Director**, on August 7, 2026, at 3:48 p.m., Brasília official time, pursuant to Article 6, Paragraph 1, of Decree No. 8,539, dated October 8, 2015.

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=146400508&crc=017D3D28.
Verification code: **146400508** and CRC code: **017D3D28**.