



STATE OF PARANA
PROTECTIVE SERVICE DEPARTMENT

Protocol number 20.679.185-3 International Eletronic Bid number 246/2023 (UASG 928306) - PUBLIC NOTICE (page 1 of 42)

PUBLIC NOTICE

The State of Paraná, through it's Protective Service Department, CNPJ 14.788.457/0001-17, makes public that it will hold a bidding process in the following terms:

<p>INTERNATIONAL ELETRONIC BID:</p> <p>246/2023</p> <p>TYPE: LOWEST PRICE</p>	<p>Reception/Opening/Proposal disclosure:</p> <p>Until 10:00 AM on September, 2023</p> <p>Session Beginning / Bidding dispute:</p> <p>10:15 AM on September, 2023</p> <p>Brasília Time will always be considered for all time indications contained in this invitation.</p>
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1 OBJECT:

The purpose of this bidding is to contract a specialized enterprise to provide initial and recurrent training (theoretical instruction and simulation sessions) to Protective Service Department airplane pilots, according to Brazilian Aeronautical Regulations from National Civil Aviation Agency (ANAC).

2 MAXIMUM BIDDING AMOUNT:

The maximum global price for this bidding procedure is US\$ 871.095,00 (eight hundred and seventy-one thousand and ninety five dollars).

3 BUDGET RESOURCES

Budget Allocation: 1502.04.122.42.6023 – Administrative management – Military House.
Expense Element: 3.3.90.39.48 – Services of Selection and Training.
Source: 100, 101 and 147.

4. ELETRONIC BID SYSTEM:

The bidding process will be accomplished through the eletronic bidding system of federal Government of Brazil (*Compras Gov*).The web page for proposal reception and disclosure is <https://www.gov.br/compras/pt-br>.

The Public Notice will be available on the internet, at this home pages <https://pncp.gov.br/> and www.comprasparana.pr.gov.br ;

The work will be conducted by auctioneer Captain QOPM Alessandro Eduardo Maceno and his support team, designated by Ordinance number 013/2023, from Protective Service Department.

- E-mail: licitacoes-cm@casamilitar.pr.gov.br
- Phones: +55 (41) 3350-2410 and (41) 3350-2701.
- Address: Palácio Iguaçú, Avenida Candido de Abreu s/nº, 5º andar, Casa Militar, Centro Cívico, CEP 80530-140, Curitiba/PR.



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- The assistance will be performed on business days from 08:30AM to 12:00AM and from 02:00PM to 06:00PM.

5 CLARIFICATIONS, CHALLENGES AND RESOURCES

5.1 CLARIFICATIONS AND CHALLENGES:

Any person is a legitimate party to challenge the bidding notice for irregularity in the application of the Federal Law number 14.133, from 2021, and Decree number 10.086, from 2022, or to request for clarifications or providences about bidding notice terms, shalling to protocol the request, 03 (three) business days before the determined date for the public session opening, in the specific field of the website <https://www.gov.br/compras/pt-br>, by which the clarifications requested will be answered, within a period of up to 3 (three) business days, limited to the last business day prior to the opening date of the bidding process.

5.2 RESOURCES AND COUNTERARGUMENTS:

The allegations for appeal and counterargument could be, exclusively, sent by electronic means, observing the rules set forth in item 9 of the General Conditions of this Notice;

5.3 AVAILABILITY OF PROCESSES:

In the course of the bidding, the records of the bidding process will be available to interested parties at E-Protocolo system, website <https://www.e-protocolo.pr.gov.br>, shalling the concerned one requesting access to the system in first page of this system.

6 BIDDIND CONDICTIONS:

6.1 The bidding process and the resulting contracting are regulated by the specific and general conditions of the auction and by the provisions of the other annexes of the public notice.

6.2 The bidding will be governed by Federal Law No. 14,133/2021, by Federal Decree No. 10,086/2012, by Complementary Law No. 123/2006 as well as their appropriate amendments.

SPECIFIC BIDDIND CONDITIONS

1 PRICE ACCEPTABILITY CRITERIA: MAXIMUM PRICE

1.1 At the end of the bidding phase, after negotiation, the proposals that remain above the maximum unit values and maximum totals set forth in this Public Notice will be disqualified.

1.2 The value entered in the Compras.gov system will be considered for all purposes in US Dollars (US\$), with no need to convert the proposal into Brazilian national currency (BRL).

2 DISPUTE CRITERION:

2.1. In the dispute phase, the dispute criterion is the maximum total value, set in the Terms of Reference (Annex I of this Notice).

2.1.1. The values that remain above the maximum unit value(s) and maximum total(s) established in the Term of Reference (Annex I of this Public Notice) will be disqualifieds.



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2.2. Proposals will be judged according to the **LOWEST PRICE** criterion.

2.3. Once the bidding phase is over, after negotiation, the proposals that remain above the maximum unit value(s) and maximum total(s) established in the Term of Reference (Annex I of this Notice) will be disqualified.

3 MINIMUM VALIDITY PERIOD OF PROPOSALS:

The validity period of the proposals, which must be included in the Description of the Price Proposals (Annex III and IV), cannot be less than that established in this Notice.

4 PARTIAL PROPOSAL:

The bidder shall not be permitted to offer partial proposal.

5 CONSÓRCIO:

The participation of companies in a consortium regime will not be allowed, according to the technical and economic justification contained in the administrative procedure.

5 ANEXOS:

- Annex I – Reference term;
- Annex II – Qualification Documents;
- Annex III – Descriptive Model of the Price Proposal;
- Annex IV – Letter of Attorney Model
- Annex V – Declaration model for foreign bidders
- Annex VI – Declaration model for qualification documents equivalency
- Annex VII – Declaration model for qualification documents impossibility of presentation
- Annex VIII – Contract Draft;
- Annex IX – Brazilian general data protection law declaration;



GENERAL CONDITIONS OF INTERNATIONAL ELETRONIC BIDDING

1 REALIZATION OF THE BIDDING

1.1 The bidding will be performed by internet, through electronic purchasing system of “*Portal de Compras do Governo Federal (compras.gov)*”, available at <https://www.gov.br/compras/pt-br>.

1.2 The bidding will be conducted by a public server, nominated auctioneer, through data entry and monitoring of generated data or transferred to electronic purchasing system, adopted by Parana State administration, “*Portal de Compras do Governo Federal (compras.gov)*”;

1.3 The auctioneer will conduct his assignments foreseen at article 4 of Decree No 10.086/2022;

1.4 To access the electronic purchasing system, the bidders must be accredited and obtain a login and a password of the assigned system, as instructed that could be obtained at website <https://portaldeservicos.economia.gov.br/> or by the phones 0800-978-9001.

1.4.1 **The foreign enterprise could be represented by the Brazilian Social Security Number (CPF) or Brazilian Employer Identification Number (CNPJ) of its Brazilian legal representative.**

1.4.2 The accreditation of the bidder and its legal representative in the electronic purchasing system of “*Portal de Compras do Governo Federal (compras.gov)*”, adopted by Parana State administration, implies a legal responsibility by its performed acts and presumption of capacity to perform transactions inherent to international electronic bidding.

1.5 It is up to the bidder to monitor the operations in the electronic system during the public session of the trading session, being responsible for the burden arising from the loss of business due to non-compliance with any messages issued by the system or its disconnection.

2. REQUIREMENTS FOR PARTICIPATION

2.1 Individuals or legal entities with a field of activity relevant to the object of the bidding and who present the documents required for qualification may participate in this bidding process.

2.2 Those interested in participating in the trading session must have an identification key and personal password for the electronic purchasing system, pursuant to Item 01 of this Public Notice.

2.3 Will not be able to participate individuals or legal entities that:

2.3.1 have been declared disreputable within the Union, States, Federal District and Municipalities, in any sphere of Public Administration;

2.3.2 constituted the legal entities that were penalized according to item 2.3.1, while the causes of penalties persist, regardless of the new legal entity that they constitute or another in which they appear as partners;

2.3.3 have common partners with the legal entities referred to in item 2.3.2;

2.3.4 Who are in bankruptcy, composition, dissolution or liquidation, as well as individuals under insolvency;

2.3.5 maintain a technical, commercial, economic, financial, labor or civil relationship with a manager of the contracting unit or entity or with a public agent who plays a role in the



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bidding process or acts in the inspection or management of the contract, or who is their spouse, partner or relative straight, collateral or by affinity, up to the third degree;

2.3.6 The civil servant or leader of a government department or entity, as well as the company in which they appear as partners, directors or in which they participate indirectly.

2.3.6.1 Indirect participation is considered to be the existence of any technical, commercial, economic, financial or labor relationship.

2.3.7 The natural and legal persons referred to in art. 14 of Federal Law No. 14,133 of 2021.

2.4 Participation in this bidding process implies acceptance of the conditions established in the public notice and in the applicable legislation.

2.5 In addition to these general conditions, the specific requirements for participation set out in the announcement must be obeyed.

2.6 The auctioneer will verify any non-compliance with the participation conditions, especially regarding the existence of a sanction that prevents participation in the bidding process or future contracting.

3 INITIAL PROPOSAL

3.1 Before post the commercial proposal in the electronic form, the bidder or its legal representative must manifest, in a specific field in the electronic purchasing system, full knowledge and meeting the qualification requirements and other conditions foreseen in the public notice;

3.2 The initial proposal must be sent trough an eletronic form in the eletronic purchasing system within the period provided for in the public notice, according to the dispute criteria foreseen in the public notice;

3.2.1 The registered proposal may be changed or withdrawn up to the date and time defined in the notice. After the deadline for receiving the proposals, the electronic system will not accept inclusion, alteration or withdrawal of the proposal(s).

3.3 The system will automatically order the proposals classified by the auctioneer, and only these will participate in the bidding phase.

3.4 The Auctioneer will verify the proposals presented, including their feasibility, and will disqualify those that do not comply with the requirements established in this Public Notice.

4. COMPLETING THE PROPOSAL

4.1 The bidder must submit its proposal by completing, in the electronic system, the following fields:

4.1.1 Unit and total value of the item and global value of the lot;

4.1.2 Detailed description of the object, containing information similar to the specification of the Term of Reference: indicating, when possible, the model, validity or warranty period, registration number or registration of the good in the competent body, if applicable.

4.2 All object specifications contained in the proposal binds the Contractor.

4.3 The proposed values shall be included all operating costs, social security, labor, tax, commercial charges and any others that directly or indirectly affect the provision of the service.

4.4 The prices offered, both in the initial proposal and in the bidding stage, will be the sole responsibility of the bidder, not having the right to claim any alteration, under the allegation of error, omission or any other pretext.

4.5 The period of validity of the proposal will not be less than 90 (ninety) days, counting from the date of its presentation.



4.6 Bidders' offers of proposals must respect the maximum prices established in this Invitation to Bid.

5. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND BIDDING FORMULATION

5.1 The opening of this bidding will take place in a public session, through an electronic system, on the date, time and place indicated in this Public Notice.

5.2 The Auctioneer will verify the submitted proposals, disqualifying those that do not comply with the requirements established in this Public Notice, or contains irremediable defects or do not present the technical specifications required in the Term of Reference.

5.2.1 The proposal that identifies the bidder will also be disqualified.

5.2.2 Disqualification will always be substantiated and recorded in the system, with real-time monitoring by all participants.

5.2.3 The non-disqualification of the proposal does not prevent its definitive judgment in the opposite direction, carried out in the acceptance phase.

5.3 The system will automatically order the classified proposals, and only these will participate in the bidding phase.

5.4 The system will provide its own field for the exchange of messages between the Auctioneer and the bidders.

5.5 Once the competitive stage has started, bidders must submit bids exclusively through the electronic system, being immediately informed of their receipt and the amount recorded in the registration.

5.5.1 The bid must be offered in accordance with the dispute criteria established in item 2 of the Specific Conditions of this Notice.

5.6 Bidders may offer successive bids, observing the time set for the opening of the session and the rules established in the Invitation to Bid.

5.7 The bidder may only offer a lower bid or a higher discount percentage than the last one offered by it and registered by the system.

5.8 The minimum difference in values or percentages between bids, which will apply both in relation to intermediate bids and in relation to the proposal that covers the best offer, must be US\$ 1.00 (one) US Dollar.

5.9 The "open" mode of bidding will be adopted for sending bids in the electronic auction, in which bidders will present public and successive bids, with extensions.

5.10 The public session bidding stage will last 10 (ten) minutes and, after that, it will be automatically extended by the system when there is a bid offered in the last two minutes of the public session duration period.

5.11 The automatic extension of the bidding stage, referred to in the previous item, will last 2 (two) minutes and will occur successively whenever there are bids sent during this extension period, including in the case of intermediate bids.

5.12 If there are no new bids as established in the previous items, the public session will automatically close.

5.13 Once the competitive phase is over without automatic extension by the system, the auctioneer, assisted by the support team, may justifiably admit the resumption of the public bidding session, in order to obtain the best price.

5.14 Two or more bids of the same value will not be accepted, prevailing the one that is received and registered first.

5.15 During the course of the public session, bidders will be informed, in real time, of the value of the lowest registered bid (or highest discount), with no identification of the bidder.



5.16 In case of disconnection with the Auctioneer, during the competitive stage of the Auction, the electronic system may remain accessible to bidders to receive bids.

5.17 When the disconnection of the electronic system for the auctioneer persists for more than ten minutes, the public session will be suspended and restarted only after at least twenty-four hours have elapsed from the communication of the fact by the auctioneer to participants. on the website used for dissemination.

5.18 The judgment criterion adopted will be the *lowest price*, as defined in this Public Notice and its annexes.

5.19 If the bidder does not submit bids in the dispute phase, it will compete with the value of its proposal.

5.20 There can only be a tie between equal proposals (not followed by bids), or between final bids of the closed phase of the open and closed dispute mode.

5.21 In the event of a tie between proposals or bids, the tiebreaker criterion will be the one provided for in art. 60 of Law No. 14,133 of 2021.

5.22 If the tie persists, the winning proposal will be randomly selected by the electronic system among the tied proposals or bids.

5.23 Once the bid submission stage of the public session has ended, the auctioneer must forward, via the electronic system, a counterproposal to the bidder who has submitted the best price, so that the best proposal is obtained, negotiation under different conditions provided for in this Public Notice are prohibited.

5.23.1 The negotiation will be carried out through the system, and may be monitored by the other bidders.

5.23.2 The auctioneer will ask the best ranked bidder to, within a period of 02 (two) days, send the adequate proposal to the last bid offered after the negotiation carried out, accompanied, if applicable, by the complementary documents, when necessary to confirm those required in this Notice and already presented.

5.23.3 **The auctioneer is allowed to extend the established period, based on a substantiated request made in the chat by the bidder, before the end of the period foreseen in item 5.23.2.**

5.24 After negotiating the price, the Auctioneer will start the proposal acceptance and judgment phase.

6. ACCEPTABILITY OF THE WINNING PROPOSAL.

6.1 Once the negotiation stage is over, the auctioneer will examine the proposal classified in first place regarding the suitability of the object and compatibility of the price in relation to the maximum stipulated for contracting in this Public Notice and its annexes, observing the provisions of art. 95 of Decree No. 10,086, of 2022.

6.2 The proposal, or the winning bid, that presents a final price higher than the fixed maximum price(s), a discount lower than the minimum required or that presents a manifestly unenforceable price will be disqualified.

6.2.1 It is considered unenforceable the proposal that presents global or unit prices that are symbolic, derisory or of zero value, incompatible with the prices of inputs and market wages, plus the respective charges, even if the invitation to bid did not establish limits minimum, except when referring to materials and installations owned by the bidder, for which he waives part or all of the remuneration.

6.3 Any interested party may request diligences to gauge the feasibility and legality of the proposals, and must present the evidence or indications that support the suspicion.

6.4 In the event of the need to suspend the public session to carry out due diligence, with a view to settle the proposals, the public session may only be restarted upon prior notice in



the system at least twenty-four hours in advance, and the occurrence will be recorded in the auction minute.

6.5 The Auctioneer may call the bidder to send a complementary digital document, through the functionality available in the system, within a period of up to 2 (two) business days, under penalty of non-acceptance of the proposal.

6.5.1 The auctioneer is allowed to extend the established period, based on a substantiated request made in the chat by the bidder, before the end of the period.

6.5.2 Among the documents subject to request by the Auctioneer, those containing the characteristics of the material offered, such as brand, model, type, manufacturer and origin, in addition to other relevant information, such as catalogues, brochures or proposals sent electronically.

6.6 If the winning proposal or bid is disqualified, the Auctioneer will examine the subsequent proposal or bid, and so on, in order of classification.

6.7 If necessary, the Auctioneer will suspend the session, informing in the chat the new date and time for its continuity.

6.8 The Auctioneer may submit, through the electronic system, a counter-proposal to the bidder that submitted the most advantageous bid, in order to negotiate to obtain the best price, negotiation under conditions other than those provided for in this Public Notice being prohibited.

6.8.1 Also, in cases when the Auctioneer does not accept the proposal and proceeds to the subsequent one, he/she may negotiate with the bidder to obtain a better price.

6.8.2 The negotiation will be carried out through the system, and may be monitored by the other bidders.

6.9 After the analysis regarding the acceptance of the proposal, the Auctioneer will verify the qualification of the bidder, observing the provisions of this Public Notice.

7. PRESENTATION OF THE PROPOSAL AND QUALIFICATION DOCUMENTS

7.1 Bidders will submit, exclusively through an electronic system, the proposal with the description of the object offered and the proposed final price (according to the model in Annex III) and the qualification documents (according to Annex II), until the date and time established by the auctioneer.

7.2 The proposal will be sent using an access key and password.

7.3 Bidders may fail to submit the qualification documents contained in the unified registration system available on the "*Portal Nacional de Contratações Públicas (PNCP)*" or the Unified Registry of Suppliers of the State of Paraná, as long as the referred documents are up to date, assured to other bidders the right of access to the data contained in the systems.

7.4 It will be up to the bidder to monitor the operations in the electronic system during the public session of the Auction, being responsible for the burden resulting from the loss of business, due to the non-observance of any messages issued by the system or its disconnection.

7.5 Until the opening of the public session, bidders may withdraw or replace the proposal previously entered in the system.

7.6 It will not be established, at this stage of the bidding process, ranking order among the submitted proposals, which will only occur after the completion of the proposal negotiation and judgment procedures.

7.7 The documents that make up the proposal and the qualification of the best ranked bidder will only be available for evaluation by the auctioneer and for public access after the closing of the closed bids submission.



8. PROPOSAL DESCRIPTION

8.1 The proposal must be formulated in accordance with the final value of the dispute, without amendments, erasures or between lines, signed electronically using digital certification ICP-Brasil, by the legal representative of the bidder (or his duly qualified attorney) and must contain , according to the model defined in this notice, the bidding identification, the CNPJ, if a Brazilian Enterprise, and the full business name of the bidder, the description of the product/service offered for each item and/or lot of the bidding; the global value, the unit and global prices per item and/or batch, quoted in USD; and the period of validity of the proposal, which cannot be less than that established in the public notice.

8.1.1 The final proposal must observe the maximum unit prices of the price composition worksheet established by the public notice and its annexes, under penalty of disqualification, even when the lot(s) gather(s) different items and regardless of the criterion of dispute.

8.1.2 If a calculation error is verified in any operation, the auctioneer may carry out due diligence in order to remedy the error or failure, provided that they do not alter the substance of the proposal, the document and its legal validity.

8.1.3 Prices must be quoted in US Dollars.

8.2 Pursuant to §1 of Art. 63 of Federal Law No. 14,133/2021, the bidder must declare, under penalty of disqualification, that its economic proposal includes the full costs of meeting the labor rights guaranteed in the Federal Constitution, in labor laws, in infralegal norms, in conventions collective work and in the terms of adjustment of conduct in force on the date of submission of the proposals, when applicable, according to Annex III.

9. RESOURCES

9.1 Any bidder may, in the proper field of the electronic purchasing system, immediately and motivatedly express the intention to appeal, under penalty of preclusion, in relation to the judgment and qualification phases, having a period of 3 (three) business days to presentation of the appeal reasons after formalizing the end of the phase that precedes adjudication stage.

9.1.1 The appellate reasons must be submitted exclusively electronically and using the ICP-Brasil digital certification.

9.1.2 The other bidders will immediately be summoned to present counterarguments to the appeal within a period of 3 (three) business days from the end of the deadline for presenting the appellant's reasons, exclusively by electronic means and signed using digital certification ICP-Brasil .

9.2 Failure to present the reasons for appeal within the set period will result in the loss of the right to appeal.

9.3 The reasons and counterarguments for the appeal that are not presented in accordance with the provisions of the previous items, or subscribed by a representative who is not qualified or not accredited to answer for the bidder, will not be known by the auctioneer.

9.4 The bidding process records may be accessed by those interested in the E-Protocolo system at <https://www.e-protocolo.pr.gov.br>.

9.5 Acceptance of the appeal will only imply invalidation of an act that cannot be used.

10. AWARD AND APPROVAL

10.1 After examining the acceptability of the proposal, the regularity and qualification of the winning bidder, as well as the technical analysis regarding the samples, when required, the



bidding procedure will be forwarded by the auctioneer to the highest authority for adjudication and approval.

10.2 The adjudication and partial approval of the bidding procedure will be allowed, when its object has more than one lot.

11. CONTRACT, RECEIPT AND PAYMENT

11.1 The winning bidder will be notified to sign the contract or withdraw the commitment note (or equivalent document) within 05 (five) business days, which may be extended at the discretion of the contracting agency, under penalty of forfeiting the right to contract and have the penalties foreseen in this public notice applied.

11.2 In order to sign the contract or withdraw the commitment note, the successful bidder must be accredited in the Unified Registry of Suppliers of the Materials, Works and Services Management System - GMS, to prove the qualification conditions set out in the public notice, which must be maintained by the bidder during contract validity.

11.3 Before signing the contract, the Administration will consult the State Informative Register – *Cadin Estadual*, in view of the prohibition contained in art. 3rd, inc. I, of State Law No. 18,466, of 2015.

11.4 If the successful bidder does not present the evidence in item 11.2 or refuses to sign the contract or withdraw the commitment note, the Public Administration may revoke the bid, without prejudice to the application of the sanctions provided for in Federal Law No. 14,133/2021, and in State Decree No. 10,086/2022, or even call the remaining bidders, in ranking order, to conclude the contract under the conditions offered by the winning bidder.

11.4.1 The unjustified refusal of the successful bidder or the justification not accepted by the Administration will imply the initiation of an autonomous administrative procedure for the eventual application of administrative sanctions.

11.4.2 In the event that none of the bidders accepts the contract under the terms of item 11.4, the Public Administration may call the remaining bidders, in ranking order, to execute the contract under the conditions offered by them, provided that the value is equal to or lower than the estimated budget for contracting, including updated prices, under the terms of the invitation to bid.

11.5 The delivery, receipt of the bidding object and payments will be made at the place, within the deadlines and in the manner established in the annexes of this public notice.

11.6 In cases of any late payment, provided that the Contractor has not contributed to this end, it is agreed that the financial compensation rate due by the Contracting Party, between the due date and the effective payment of the installment, is calculated by applying the following formula:

EM = I x N x VP, where:

EM = late payment charges;

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

PV = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

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

$$I = 0,00016438$$

$$TX = \text{Annual Fee Percentage} = 6\%.$$



11.7 In the case of a foreign company, payment will be made in US Dollars (US\$), through a Foreign Currency Remittance or a similar instrument issued by Banco do Brasil S.A.

11.8 Before each payment, the Contracting Party must consult the National Public Purchasing Portal and the Materials, Works and Service Management System - GMS to verify the maintenance of the qualification conditions defined in this notice.

12 ADMINISTRATIVE SANCTIONS

12.1. The bidder and the contractor who incur infractions are subject to the administrative sanctions provided for in art. 156 of Federal Law No. 14,133 of 2021 and in arts. 193 to 227 of Decree No. 10,086, of January 17, 2022, without prejudice to possible criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

12.2. The fine cannot be less than 0.5% (five tenths percent) or more than 30% (thirty percent) of the total value of the lot in which it participated or of the contract, also observing the following variations:

a) a fine of 0.5% to 5%, in the cases of infractions provided for in art. 195, of State Decree 10,086/2022;

b) fine of 5% to 30%, in the cases of infractions provided for in art. 196, of State Decree 10,086/2022;

c) a fine of 15% to 30%, in the cases of infractions provided for in art. 197, of State Decree 10,086/2022;

12.3. The calculation of the fine will be justified and will take into account the provisions of arts. 210 to 212, of State Decree 10,086/2022.

12.4. The fine may be deducted from the payment owed by the State Public Administration, resulting from other contracts signed between the parties, in which case the Administration will withhold payment until the payment of the fine, with which the bidder or contractor agrees.

12.4.1. The withholding of payment for other contracts, by the Public Administration, in the period between the final decision that imposed the fine and its performance, suspends the flow of time for the Administration, not resulting in arrears, nor does it generate financial compensation.

12.5. Daily fine of up to 0.3% (three tenths of a percent), calculated on the overall value of the contract or overdue installment, up to the 30th (thirtieth) day of delay in delivery; as of the 31st (thirty-first) day, the late payment fine will be converted into compensatory, applying, in addition, the provisions of the items above.

12.6 The procedure for applying sanctions will follow the provisions of Chapter XVI, Title I, of Decree No. 10,086, of 2022. and Law No. 20,656, of 2021.

12.7 In cases not provided for in the call notice, including the procedure for applying administrative sanctions, provisions of Federal Law No. 14,133, of 2021 and Decree No. 10,086, of 2022 must be observed.

12.8 Without prejudice to the sanctions provided for in the previous items, the administrative and civil liability of legal entities for the practice of acts against the Public Administration, national or foreign, in the participation in this bidding process and in the contracts or derivative bonds, will also be given in the manner provided for in Federal Law No. 12,846, of 2013, and regulation within the scope of the State of Paraná.

12.9 Any penalties applied will be transcribed in the "PORTAL NACIONAL DE COMPRAS PÚBLICAS" (PNCP) and in the Unified Registry of Suppliers of the State of Paraná (CFPR).

13 GENERAL PROVISIONS



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- 13.1** All time references in this announcement correspond to Brasília-DF time.
- 13.2** In the event of a public holiday or other supervening fact that prevents the public session for opening bids from being held on the date designated in the public notice, it will be automatically transferred to the first subsequent business day, at the same time, regardless of further communication.
- 13.3** The auctioneer is allowed to carry out due diligence aimed at clarifying or complementing the instruction of the process.
- 13.4** The bidder is responsible for the burden resulting from the loss of business, resulting from the non-observance of any messages issued by the auctioneer or by the system, even if disconnection occurs.
- 13.5** Failure to present any document or presentation with an expired validity period will result in disqualification or bidder disabilitation.
- 13.6** Documents that do not mention the period of validity will be considered valid for 90 (ninety) days from the date of issue, unless otherwise provided by Law in this regard.
- 13.7** Bidders will forward the documents required in this bidding exclusively through the system dealt with in item 1.1 of the General Conditions of the Electronic Auction. The auctioneer, if deemed necessary, will verify the authenticity and veracity of the document.
- 13.8** The auctioneer may, in the public interest, overlook purely formal faults that do not compromise the fairness and the real content of the proposal, and may take steps to clarify or complement the instruction of the bidding procedure, including requesting opinions.
- 13.9** Carrying out the bidding process does not necessarily imply the total or partial contracting of the expected amount, since it is estimated, and the competent authority may even revoke it, in whole or in part, due to supervening facts, of public interest, or annul it due to illegality, ex officio or by provocation of the interested party, by means of a written and substantiated statement, ensuring the contradictory and ample defense, as provided for in art. 71 of Federal Law No. 14,133 of 2021.
- 13.10** The jurisdiction is the Judicial District of the Metropolitan Region of Curitiba – Central Jurisdiction of Curitiba, in which all unresolved issues at the administrative level will be resolved.

The civil servant who signs this notice and its annexes attests that he has fully complied with the Standardized Draft approved by the Attorney General of the State of Paraná.

Curitiba, 21, on August of 2023.

Cap. QOPM Alessandro Eduardo Maceno,
Protective Service Department Auctioneer



ANNEX I

REFERENCE TERM E00053/2023

1. CONTRACT OBJECT

Hiring a specialized company to provide Initial and Recurrent training (theoretical instruction and practical flight simulation) for fixed-wing pilots of the Air Transport Division of Casa Militar – DTA/CM, for a period of 05 years, as required by the Brazilian Aeronautical Authorities contained in the Brazilian Aeronautical Regulation (RBAC), its supplementary instructions and type training list approved by the National Civil Aviation Agency - ANAC.

1.1 TECHNICAL SPECIFICATIONS OF THE OBJECT

Initial and Recurrent Training (theoretical instruction and practical flight simulation) in a Training Center with a Full Flight Simulator for fixed-wing pilots of the Air Transport Division of Casa Militar - DTA/CM, according to the lots below:

Lot	Item	Description	MAXIMUM UNIT VALUE
1	1	Initial Training KA350I – Proline 21	US\$ 20.500,00
	2	Initial Training Interpreter - KA350I	US\$ 4.800,00
	3	Recurrent Training KA350I – Proline 21	US\$ 11.800,00
	4	Recurrent Training Interpreter KA350I	US\$ 1.800,00
2	5	Initial Training KA90 – EFIS 84	US\$ 11.600,00
	6	Initial Training Interpreter – KA90	US\$ 7.305,00
	7	Recurrent Training KA90 – EFIS 84	US\$ 6.600,00
	8	Tradutor Curso Recorrente KA90	US\$ 3.955,00
3	9	Initial Training Cessna Grand Caravan	US\$ 14.000,00
	10	Initial Training Interpreter Caravan	US\$ 6.450,00
	11	Recurrent Training Cessna Grand Caravan	US\$ 7.400,00
	12	Recurrent Training Interpreter Caravan	US\$ 4.215,00

1.1.1 LOT 01 - Hiring a company specialized in the aeronautical sector to provide the **INITIAL and RECURRENT TRAINING** service for the **BEECHCRAFT KING AIR 350** aircraft with translation services, according to the conditions, quantities and requirements established in this instrument:

1.1.1.1 Lot 1 / Item 1- Initial Training King Air 350 I - Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	1	1	1	1	1	5

1.1.1.1.1 The training must have a specialized theoretical course on the BEECHCRAFT KING AIR 350 PL21 aircraft (groundschool), with a workload of at least **40 (forty) class hours**;

1.1.1.1.2 The training must include integration/familiarization with the operating system of the BEECHCRAFT KING AIR 350 PL21 aircraft, with a workload of at least **04 (four) class hours**;

1.1.1.1.3 The training must contain at least **10.5 (ten and a half hours) class-hours** of instruction on flight planning and evaluation (briefing and debriefing);

1.1.1.1.4 The training must contain at least **12 (twelve) technical hours** in the “pilot flying” function (Flight Simulator, Full Motion, “D” class);

1.1.1.1.5 The training must contain at least **12 (twelve) technical hours** in the “pilot not flying” / “pilot monitoring” function (Flight Simulator, Full Motion, “D” class), when the training is carried out by a duo from DTA/CM;

1.1.1.1.6 At the end of the training, a flight proficiency exam must be carried out by an examiner accredited to ANAC or by an ANAC inspector, with at least **02 (two) technical hours** in a flight simulator (Flight Simulator, Full Motion, " D" class) of the BEECHCRAFT KING AIR 350 PL 21 aircraft, “STAND ALONE” check modality;



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Worksheet 01 – Object Specification

LOT 1	MINIMUM AMOUNT OF CLASS HOURS PER CREW	OBJECT
Item 1	40	Ground School Training
	04	System Integration
	10,5	Briefing and Debriefing
	12	Class D Simulator Training
	02	Flight Proficiency Exam

1.1.1.1.7 The theoretical course (Ground School) and simulation of flight with movement (Full Motion, Fly Simulator, "D" class) must be carried out in an entity and equipment recognized by the National Civil Aviation Agency - ANAC, as available at http://www2.anac.gov.br/Arquivos/pdf/Lista_de_Treinamentos_de_Tipo.pdf;

1.1.1.2 Lot 1 / Item 2- Initial Training King Air 350 I Interpreter Services- Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	1	1	1	1	1	5

1.1.1.2.1. The translation (English to Portuguese – Brazil) service must be provided in conjunction with the initial training described in item 1.1.1.1;

1.1.1.2.2 The translation service must be provided by a professional with aeronautical knowledge, or who, at a previous moment, has already provided the same service;

1.1.1.2.3 Translation services must be provided during all ordinary and extraordinary events of the course, restricted to the times scheduled by the Training Center;

1.1.1.3 Lot 1 / Item 3- Recurrent Training King Air 350 I - Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	4	4	4	4	4	20

1.1.1.3.1 The training must have a specialized theoretical course on the BEEHCRAFT KING AIR 350 PL21 aircraft (groundschool), with a workload of at least **9,5 (nine and a half) class hours**;

1.1.1.3.2 The training must include integration/familiarization with the operating system of the BEEHCRAFT KING AIR 350 PL21 aircraft, with a workload of at least **01 (one) class hours**;

1.1.1.3.3 The training must contain at least **4.5 (for and a half hours) class-hours** of instruction on flight planning and evaluation (briefing and debriefing);

1.1.1.3.4 The training must contain at least **6 (six) technical hours** in the “pilot flying” function (Flight Simulator, Full Motion, “D” class);

1.1.1.3.5 The training must contain at least **6 (six) technical hours** in the “pilot not flying” / “pilot monitoring” function (Flight Simulator, Full Motion, “D” class), when the training is carried out by a duo from DTA/CM;

1.1.1.3.6 At the end of the training, a flight proficiency exam must be carried out by an examiner accredited to ANAC or by an ANAC inspector, with at least **02 (two) technical hours** in a flight simulator (Flight Simulator, Full Motion, " D" class) of the BEEHCRAFT KING AIR 350 PL 21 aircraft, “STAND ALONE” check modality;

Worksheet 02 – Object Specification

LOT 1	MINIMUM AMOUNT OF CLASS HOURS PER CREW	OBJECT
Item 3	9,5	Ground School Training



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	1	System Integration
	4,5	Briefing and Debriefing
	06	Class D Simulator Training
	02	Flight Proficiency Exam

1.1.1.3.7 The theoretical course (Ground School) and simulation of flight with movement (Full Motion, Fly Simulator, "D" class) must be carried out in an entity and equipment recognized by the National Civil Aviation Agency - ANAC, as available at http://www2.anac.gov.br/Arquivos/pdf/Lista_de_Treinamentos_de_Tipo.pdf;

1.1.1.4 Lot 1 / Item 4 – Recurrent Training KA350 PL 21 Interpreter Services – Quantities

ANO	2023	2024	2025	2026	2027	TOTAL
Quantidades	2	2	2	2	2	10

1.1.1.4.1. The translation (English to Portuguese – Brazil) service must be provided in conjunction with the recurrent training described in item 1.1.1.3;

1.1.1.4.2 The translation service must be provided by a professional with aeronautical knowledge, or who, at a previous moment, has already provided the same service;

1.1.1.4.3 Translation services must be provided during all ordinary and extraordinary events of the course, restricted to the times scheduled by the Training Center;

1.1.2 LOT 02 - Hiring a company specialized in the aeronautical sector to provide the INITIAL AND RECURRENT TRAINING service for the King Air C90B – EFIS84 or G600 aircraft, according to the conditions, quantities and requirements established in this instrument:

1.1.2.1 Lot 2 / Item 5- Initial Training King Air C90B - Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	2	2	2	1	1	8

1.1.2.1.1 The training must have a specialized theoretical course on the BEECHCRAFT KING AIR C90B EFIS 84 aircraft (groundschool), with a workload of at least **20 (twenty) class hours**;

1.1.2.1.2 The training must include integration/familiarization with the operating system of the BEECHCRAFT KING AIR C90B EFIS 84 aircraft, with a workload of at least **04 (four) class hours**;

1.1.2.1.3 The training must contain at least **9.0 (nine hours) class-hours** of instruction on flight planning and evaluation (briefing and debriefing);

1.1.2.1.4 The training must contain at least **12 (twelve) technical hours** in the “pilot flying” function (Flight Simulator, Full Motion, “D” class);

1.1.2.1.5 The training must contain at least **12 (twelve) technical hours** in the “pilot not flying” / “pilot monitoring” function (Flight Simulator, Full Motion, “D” class), when the training is carried out by a duo from DTA/CM;

1.1.2.1.6 At the end of the training, a flight proficiency exam must be carried out by an examiner accredited to ANAC or by an ANAC inspector, with at least **02 (two) technical hours** in a flight simulator (Flight Simulator, Full Motion, " D" class) of the BEECHCRAFT KING AIR C90B EFIS 84 aircraft, “STAND ALONE” check modality;

Worksheet 03 – Object Specification

LOT 2	MINIMUM AMOUNT OF CLASS HOURS PER CREW	OBJECT
Item 5	20	Ground School Training
	04	System Integration
	09	Briefing and Debriefing
	12	Class D Simulator Training
	02	Flight Proficiency Exam



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1.1.2.1.7 The theoretical course (Ground School) and simulation of flight with movement (Full Motion, Fly Simulator, "D" class) must be carried out in an entity and equipment that issue the IFRA and MLTE Pilot Assessment Form, and that this is valid for the revalidation of ratings of the pilots towards ANAC;

1.1.2.2 Lot 2 / Item 6 – Initial Training KA90 EFIS84 Interpreter Services – Quantities

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	1	1	1	1	1	5

1.1.2.2.1. The translation (English to Portuguese – Brazil) service must be provided in conjunction with the initial training described in item 1.1.2.1;

1.1.2.2.2 The translation service must be provided by a professional with aeronautical knowledge, or who, at a previous moment, has already provided the same service;

1.1.2.2.3 Translation services must be provided during all ordinary and extraordinary events of the course, restricted to the times scheduled by the Training Center;

1.1.2.3 Lot 2 / Item 7- Recurrent Training King Air C90B - Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	0	2	4	4	4	14

1.1.2.3.1 The training must have a specialized theoretical course on the BEEHCRAFT KING AIR C90B EFIS 84 aircraft (groundschool), with a workload of at least **9,5 (nine and a half) class hours**;

1.1.2.3.2 The training must include integration/familiarization with the operating system of the BEEHCRAFT KING AIR C90B EFIS 84 aircraft, with a workload of at least **01 (one) class hours**;

1.1.2.3.3 The training must contain at least **4.5 (four and a half) class-hours** of instruction on flight planning and evaluation (briefing and debriefing);

1.1.2.3.4 The training must contain at least **06 (six) technical hours** in the “pilot flying” function (Flight Simulator, Full Motion, “D” class);

1.1.2.3.5 The training must contain at least **06 (six) technical hours** in the “pilot not flying” / “pilot monitoring” function (Flight Simulator, Full Motion, “D” class), when the training is carried out by a duo from DTA/CM;

1.1.2.3.6 At the end of the training, a flight proficiency exam must be carried out by an examiner accredited to ANAC or by an ANAC inspector, with at least **02 (two) technical hours** in a flight simulator (Flight Simulator, Full Motion, " D" class) of the BEEHCRAFT KING AIR C90B EFIS 84 aircraft, “STAND ALONE” check modality;

Worksheet 04 – Object Specification

LOT 2	MINIMUM AMOUNT OF CLASS HOURS PER CREW	OBJECT
Item 7	9,5	Ground School Training
	01	System Integration
	4,5	Briefing and Debriefing
	06	Class D Simulator Training
	02	Flight Proficiency Exam

1.1.2.3.7 The theoretical course (Ground School) and simulation of flight with movement (Full Motion, Fly Simulator, "D" class) must be carried out in an entity and equipment that issue the IFRA and MLTE Pilot Assessment Form, and that this is valid for the revalidation of ratings of the pilots towards ANAC;

1.1.2.4 Lot 2 / Item 8 – Recurrent Training KA90 EFIS84 Interpreter Services– Quantities

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	0	1	2	2	2	7



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1.1.2.4.1. The translation (English to Portuguese – Brazil) service must be provided in conjunction with the recurrent training described in item 1.1.2.3;

1.1.2.4.2 The translation service must be provided by a professional with aeronautical knowledge, or who, at a previous moment, has already provided the same service;

1.1.2.4.3 Translation services must be provided during all ordinary and extraordinary events of the course, restricted to the times scheduled by the Training Center;

1.1.3. LOT 03 - Hiring a company specialized in the aeronautical sector to provide the **INITIAL AND RECURRENT TRAINING** service for the CESSNA GRAND CARAVAN G600 or analog (groundschool) aircraft, according to the conditions, quantities and requirements established in this instrument:

1.1.3.1 Lot 03 / Item 9 – Initial Training Cessna Grand Caravan G600 or Analogic - Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	2	2	2	1	1	8

1.1.3.1.1 The training must have a specialized theoretical course on the CESSNA GRAND CARAVAN G600 or analogic aircraft (groundschool), with a workload of at least **19,5 (nineteen and a half) class hours;**

1.1.3.1.2 The training must include integration/familiarization with the operating system of the CESSNA GRAND CARAVAN G600 or analogic aircraft, with a workload of at least **03 (three) class hours;**

1.1.3.1.3 The training must contain at least **7.5 (seven and a half) class-hours** of instruction on flight planning and evaluation (briefing and debriefing);

1.1.3.1.4 The training must contain at least **10 (ten) technical hours** in the “pilot flying” function (Flight Simulator, Full Motion, “D” class);

1.1.3.1.5 The training must contain at least **10 (ten) technical hours** in the “pilot not flying” / “pilot monitoring” function (Flight Simulator, Full Motion, “D” class), when the training is carried out by a duo from DTA/CM;

1.1.3.1.6 At the end of the training, a flight proficiency exam must be carried out by an examiner accredited to ANAC or by an ANAC inspector, with at least **02 (two) technical hours** in a flight simulator (Flight Simulator, Full Motion, " D" class) of the CESSNA GRAND CARAVAN G600 or analogic aircraft, “STAND ALONE” check modality;

Worksheet 05 – Object Specification

LOT 3	MINIMUM AMOUNT OF CLASS HOURS PER CREW	OBJECT
Item 9	19,5	Ground School Training
	03	System Integration
	7,5	Briefing and Debriefing
	10	Class D Simulator Training
	02	Flight Proficiency Exam

1.1.3.1.7 The theoretical course (Ground School) and simulation of flight with movement (Full Motion, Fly Simulator, "D" class) must be carried out in an entity and equipment that issue the IFRA and MNTE Pilot Evaluation Form, and that this is valid for the revalidation of ratings of the pilots towards ANAC;

1.1.3.2 Lot 3 / Item 10 – Initial Training Cessna Grand Caravan C208B G600 or analogic – Quantities

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	1	1	1	1	1	5

1.1.3.2.1. The translation (English to Portuguese – Brazil) service must be provided in conjunction with the initial training described in item 1.1.3.1;

1.1.3.2.2 The translation service must be provided by a professional with aeronautical knowledge, or who, at a previous moment, has already provided the same service;



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1.1.3.2.3 Translation services must be provided during all ordinary and extraordinary events of the course, restricted to the times scheduled by the Training Center;

1.1.3.3 Lot 3 / Item 11- Recurrent Training Cessna Grand Caravan G600 or analogic - Quantities:

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	0	2	4	4	4	14

1.1.3.3.1 The training must have a specialized theoretical course on the CESSNA GRAND CARAVAN G600 or analogic aircraft (groundschool), with a workload of at least **12 (twelve) class hours**;

1.1.3.3.2 The training must include integration/familiarization with the operating system of the CESSNA GRAND CARAVAN G600 or analogic aircraft, with a workload of at least **02 (two) class hours**;

1.1.3.3.3 The training must contain at least **4.5 (four and a half) class-hours** of instruction on flight planning and evaluation (briefing and debriefing);

1.1.3.3.4 The training must contain at least **06 (six) technical hours** in the “pilot flying” function (Flight Simulator, Full Motion, “D” class);

1.1.3.3.5 The training must contain at least **06 (six) technical hours** in the “pilot not flying” / “pilot monitoring” function (Flight Simulator, Full Motion, “D” class), when the training is carried out by a duo from DTA/CM;

1.1.3.3.6 At the end of the training, a flight proficiency exam must be carried out by an examiner accredited to ANAC or by an ANAC inspector, with at least **02 (two) technical hours** in a flight simulator (Flight Simulator, Full Motion, " D" class) of the CESSNA GRAND CARAVAN G600 or analogic aircraft, “STAND ALONE” check modality;

Worksheet 06 – Object Specification

LOT 3	MINIMUM AMOUNT OF CLASS HOURS PER CREW	OBJECT
Item 11	12	Ground School Training
	02	System Integration
	4,5	Briefing and Debriefing
	06	Class D Simulator Training
	02	Flight Proficiency Exam

1.1.3.3.7 The theoretical course (Ground School) and simulation of flight with movement (Full Motion, Fly Simulator, "D" class) must be carried out in an entity and equipment that issue the IFRA and MNTE Pilot Evaluation Form, and that this is valid for the revalidation of ratings of the pilots towards ANAC;

1.1.3.4 Lot 3 / Item 12 – Recurrent Training Cessna Grand Caravan G600 or Analogic Interpreter Services – Quantities

YEAR	2023	2024	2025	2026	2027	TOTAL
Quantities	0	1	2	2	2	7

1.1.3.4.1. The translation (English to Portuguese – Brazil) service must be provided in conjunction with the recurrent training described in item 1.1.3.3;

1.1.3.4.2 The translation service must be provided by a professional with aeronautical knowledge, or who, at a previous moment, has already provided the same service;

1.1.3.4.3 Translation services must be provided during all ordinary and extraordinary events of the course, restricted to the times scheduled by the Training Center;

1.2.1 Miscellaneous Prescriptions - LOTS 01, 02 and 03

1.2.1.1 The specifications and quantities provided for in this Term of Reference are estimated, and the contracting of courses will be on demand, not implying the contracting and automatic completion of the forecast;



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- 1.2.1.2 The translation services may or may not be contracted together with the provision of the training service, and it is up to Administration to indicate when necessary;
- 1.2.1.3 Any TSA (Transport Security Administration) fees for Recurrent and Initial training are a burden to be borne by the contractor, as well as any Fingerprint collection fees;
- 1.2.1.4 Tickets and per diem for food and accommodation for public agents to carry out training will be the responsibility of the Administration;

1.3 SERVICE EXECUTION

- 1.3.1 After signing the contract and issuing the commitment note, the Contracting Party should schedule the training by email or another system indicated by the Contractor, reserving the slots to carry out the training at least 30 (thirty) days in advance, depending on availability;
- 1.3.2 The Contractor shall forward to the Contracting Party a schedule for carrying out the training with a maximum daily workload of 8 theoretical and/or practical hours;
- 1.3.3 If there is a cancellation of activities due to service interruptions, snowfall, tornadoes or other adverse and supervening events, these must be immediately communicated to the Administration and rescheduled with the least possible damage to the schedule, avoiding delays in completing the training;
- 1.3.4 Public agents appointed to carry out the training will present themselves on the date and time provided for the instructions according to the pre-established schedule.

2. PURPOSE OF CONTRACTING

The justification and purpose of the hiring are those described in the Preliminary Technical Study, pursuant to art. 6, XXII, "b" of Federal Law 14.133 with art. Art. 19, § 1, II of State Decree 10.086/2022.

Art. 19, § 1 The term of reference must be prepared in accordance with the requirements set forth in item XXIII of the caput of art. 6 of Federal Law No. 14.133, of 2021, and must contain the following information:

II - grounds for contracting, consisting of a reference to the corresponding preliminary technical studies or, when it is not possible to disclose these studies, an extract of the parts that do not contain confidential information; (emphasis added)

2.1 Justification for estimation or indication of quantities

The justification for estimating or indicating quantities are those described in the Preliminary Technical Study.

3. PRICE RESEARCH

- 3.1 In order to set the maximum prices and obtain the most advantageous contract, an extensive price survey was carried out, in accordance with the provisions of art. 368 of State Decree No. 10.086/2022, as shown in the attached Price Formation Map.
- 3.2 The methodology for forming the Price Map was as follows:
 - 3.2.1 Direct research with suppliers, duly justifying the choice of these suppliers in the attached Price Formation Map;
 - 3.2.2 Update of Contract No. 5578/2022 signed by Casa Militar;
 - 3.2.3 Notice No. 12/2022 SECON, UASG 200334, Federal Police Department's Price Registry.
- 3.3 The lowest price of the searched parameters was adopted, pursuant to § 3 of art. 368, of State Decree No. 10,086/22, aiming to prevent the possibility of overpricing at the end of the contract.

4. MAXIMUM BIDDING AMOUNT

The auction has a maximum value of US\$ 871.095,00 (eight hundred and seventy-one thousand and ninety five dollars) US dollars, determined based on market research, for a five year contract, according to the table below:.

Lote	Item	Descrição	QTY	UNIT VALUE.	TOTAL VALUE
1	1	Curso Inicial KA350I – Proline 21	5	US\$ 20.500,00	US\$102.500,00
	2	Tradutor Curso Inicial KA350I	5	US\$ 4.800,00	US\$ 24.000,00
	3	Curso Recorrente KA350I – Proline 21	20	US\$ 11.800,00	US\$ 236.000,00
	4	Tradutor Curso Recorrente KA350I	10	US\$ 1.800,00	US\$ 18.000,00
2	5	Curso Inicial KA90 – EFIS 84	8	US\$ 11.600,00	US\$ 92.800,00
	6	Tradutor Curso Inicial KA90	5	US\$ 7.305,00	US\$ 36.525,00



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	7	Curso Recorrente KA90 – EFIS 84	12	US\$ 6.600,00	US\$ 79.200,00
	8	Tradutor Curso Recorrente KA90	6	US\$ 3.955,00	US\$ 23.730,00
3	9	Curso Inicial Cessna Grand Caravan	8	US\$ 14.000,00	US\$ 112.000,00
	10	Tradutor Curso Inicial Caravan	5	US\$ 6.450,00	US\$ 32.250,00
	11	Curso Recorrente Cessna Grand Caravan	12	US\$ 7.400,00	US\$ 88.800,00
	12	Tradutor Curso Recorrente Caravan	6	US\$ 4.215,00	US\$ 25.290,00
TOTAL				US\$ 871.095,00	

5 INSTALLMENT OF THE OBJECT

The bid was divided into three lots, one for each type of aircraft in order to increase competitiveness, as some training centers do not have all types of simulators that make up the scope of the process. It was also sought that the initial and revalidation courses be carried out in the same training center, aiming to provide methodological unity for the entire crew that operates each aircraft.

6. SUSTAINABILITY

6.1 The contracted company, if Brazilian, must adopt the following sustainability practices, as long as they are compatible and required under the legislation of the country of origin:

6.1.1 Use products for cleaning and preserving surfaces and inanimate objects that comply with the classifications and specifications determined by ANVISA;

6.1.2 That it adopts measures to avoid the waste of treated water;

6.1.3 To provide employees with the necessary safety equipment for the performance of services;

6.1.4 That it carry out an internal training program for its employees, in the first three months of contractual execution, to reduce the consumption of electricity, water consumption and production of solid waste, in compliance with current environmental standards;

6.1.5 That carries out the separation of recyclable waste discarded by agencies and entities of the direct State Public Administration, autarchic and foundational, at the generating source, and its destination to associations and cooperatives of collectors of recyclable materials, which will be proceeded by the selective collection of paper for recycling, when applicable, pursuant to Decree No. 4,167, of January 20, 2009;

6.1.6 That respects the Brazilian Standards - NBR published by ABNT on solid waste;

6.1.7 That provides for the proper environmental disposal of used or useless batteries, as provided for in Law No. 16,075, of April 1, 2009.

6.2 Foreign companies must observe the sustainability practices required by the respective national legislation.

7. HIRING OF MICRO COMPANIES AND SMALL COMPANIES

7.1 Different treatment is not applied because all potential service providers approved by ANAC are Training Centers abroad, and the benefit is inapplicable for the event.

7.2 Pursuant to art. 49, item II, of Complementary Law 123/06, the application of the benefit is excluded due to the absence of potential competitors.

8. CLASSIFICATION OF COMMON GOODS AND SERVICES AND MODALITY

The object of this bidding is classified as a common good, as it has the usual market specification and quality standard defined in a public notice, as established in item XIII of art. 6 of Federal Law No. 14,133 of 2021.

9. CONTRACTOR'S AND CONTRACTING PARTY'S OBLIGATIONS

9.1 These are the contractor's obligations:

9.1.1 Execute the services according to the specifications of the Term of Reference and its proposal, with perfect compliance with the foreseen clauses, in addition to providing the materials and equipment, tools and utensils inherent to the execution of the object;

9.1.2 Repair, correct, remove or replace, at its expense, in whole or in part, within the period set by the supervisor, the services performed in which there are vices, defects or inaccuracies resulting from the execution or the materials used;

9.1.3 Be responsible for defects and damages resulting from the execution of the object, in accordance with articles 14 and 17 to 27, of the Consumer Defense Code (Law No. 8,078/1990), being the contracting party



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cleared to discount from warranty, if required, or the payments due to the Contractor, the amount corresponding to the damages suffered;

9.1.4 Use qualified employees with knowledge of the services to be performed, in accordance with the rules and regulations in force;

9.1.5 List the workers who will perform the services at the Contracting Party's headquarters, in addition to providing them according to the work safety requirements, if applicable;

9.1.6 Be responsible for all labor, social, social security, tax and other obligations provided for in specific legislation, the default of which does not transfer responsibility to the Contracting Party;

9.1.7 Report to the Contracting Party any and all irregularities found during the provision of services;

9.1.8 Not allow the use of any work by children under 16 (sixteen) years of age, except as an apprentice for those over 14 (fourteen) years of age; nor allow the use of the work of minors under 18 (eighteen) years of age in night, dangerous or unhealthy work;

9.1.9 Maintain throughout the execution of the object, in compatibility with the assumed obligations and all the qualification conditions required in the contract;

9.1.10 Keep your data updated in the Unified Registry of Suppliers of the State of Paraná, in accordance with current legislation;

9.1.11 Keep confidential all information obtained as a result of fulfilling the object;

9.1.12 Assign the property rights relating to the project or specialized technical service, so that the Administration can use it in accordance with the provisions of the Term of Reference, pursuant to article 93 of Federal Law No. 14,133, of 2021;

9.1.13 When the project refers to an immaterial work of a technological nature, not susceptible to privilege, the assignment of rights will include the supply of all data, documents and information elements relevant to the technology of conception, development, fixation in physical support of any nature and application of the work;

9.1.14 Provide training in accordance with the provisions of this Term of Reference, issuing an invoice at the end accompanied by the completion certificate and the respective Pilot Evaluation Forms, according to the course accomplished;

9.1.15 Communicate to the Contracting Party, within a minimum period of 05 (five) days prior to the start date of the training, reasons that make it impossible to meet the established deadline, with due evidence.

9.1.16 Appoint an agent to represent it during the execution of the contract;

9.2 These are the Contractor's obligations:

9.2.1 Receive the object within the term and conditions established in this notice and its annexes;

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

9.2.3 Check in detail, within the established period, the conformity of the provisionally received service, with the specifications contained in the Term of Reference and the proposal, for the purpose of receipt and final receipt;

9.2.4 Communicate to the Contractor, in writing, the imperfections, failures or irregularities verified, setting a deadline for their correction;

9.2.5 Monitor and supervise compliance with the Contractor's obligations, through a commission or specially designated servants, who will be responsible for subsidizing the manager to certify the invoices presented;

9.2.6 Make the payment to the Contractor in the amount corresponding to the provision of the service, within the period and in the manner established in this Term of Reference and its annexes;

9.2.7 Make any tax withholdings due on the amount of the invoice and invoice provided by the Contractor, when applicable;

9.2.8 Issue a decision on requests and complaints related to the performance of the contract, except for requests that are manifestly impertinent, merely delaying or of no interest to the proper performance of the contract;

9.2.9 Reimburse the contracted party, in cases of termination of the contract due to the sole fault of the Administration, for the regularly proven damages it has suffered, in addition to returning the guarantee, if any, and making the payments due for the execution of the contract until the date of termination and for the cost of possible demobilization;

9.2.10 Adopt necessary measures for the investigation of administrative infractions, when an irregularity is found that constitutes damage to the Administration, in addition to sending copies of the appropriate documents to the competent Public Prosecutor's Office, for the investigation of the illicit acts within its competence;

9.2.11 Provide the information and clarifications that may be requested by the Contractor;

9.2.12 Present the public agents indicated for the courses, as provided for in the Term of Reference;



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9.2.13 Bearing the travel expenses of the servants to carry out the course, these expenses are understood to be the amounts spent on per diems (food and accommodation), air transport and travel insurance.

10 PAYMENT METHOD

10.1 The payment of each invoice must be made within a period not exceeding 30 (thirty) days from the date of the attestation of the Invoice, after proving the performance of the Contractor in all its obligations, already deducting the glosses and debit notes and upon verification of the Tax Regularity Certificate (CRF), issued through the Materials, Works and Services Management System - GMS, intended to prove regularity with the Federal, State (including the State of Paraná) for contractors headquartered in another State of the Federation) and Municipal, with the FGTS, INSS and Negative of Labor Debts (CNDT), subject to the provisions of the Term of Reference.

10.2 No payment will be made without the presentation of the required documents, as well as while irregularities that may be found in the invoice, in the supply of goods or in the fulfillment of contractual obligations are not remedied.

10.3 The period established in item 10.1 will be suspended in the event provided for in item 12.4.1 of the General Conditions of the Auction.

10.3.1. After the deadline for payment of the fine, if it has not been paid, the amounts will be deducted from the invoice presented.

10.4 Invoices must be issued in the name of CASA MILITAR, enrolled in CNPJ/MF n. 14.788.457/0001-17, located at Av. Cândido de Abreu, s/nº, Edifício Palácio Iguçu, CEP 80.530 000, Centro Cívico, Curitiba/PR, and/or when requested by the Contracting Party, at CNPJ/MF 76.416.866/0001-40 of the SECRETARIA DO ESTADO DA SAÚDE - SESA, located at Rua Piquiri, nº 170, Rebouças, Curitiba/PR, CEP 80.230-140, containing the bidding number, lot/item and product validation, for the purposes of stock tracking.

10.5 in cases of any delay in payment, provided that the Contractor has not contributed, in any way, to that end, it is agreed that the financial compensation rate due by the Contracting Party, between the due date and the effective payment of the installment, is calculated by applying the following formula:

$EM = I \times N \times VP$, where:

EM = late payment charges;

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

PV = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6/100)}{365} \quad I = 0,00016438$$

TX = Annual Fee Percentage = 6%.

10.6 The chronological order of payment referred to in the caput of art. 141 of Federal Law No. 14,133 of 2021 may be amended, subject to prior justification by the competent authority and subsequent communication to the Administration's internal control body and the competent Court of Auditors for payment to micro-enterprises, small businesses, family farmers, individual rural producer, individual micro-entrepreneur and cooperative society, provided that the risk of discontinuity of compliance with the object of the contract is demonstrated.

10.7 In the case of a foreign company, payment will be made in US Dollars (US\$), through a Foreign Currency Remittance or a similar instrument issued by Banco do Brasil S/A.

11 QUALIFICATION REQUIREMENTS

The qualification requirements are those provided for in the Qualification Documents (Annex II of the Invitation to Bid).

12 SUBJECTIVE CHANGE

12.1 The continuity of the administrative contract is admissible when there is a merger, spin-off or incorporation of the contractor with another legal entity, provided that:

- All qualification requirements required in the original bidding process are observed by the new legal entity;
- The remaining clauses and conditions of the contract are maintained; It is
- There is no prejudice to the execution of the agreed object and there is express consent from the Administration to the continuity of the contract;
- Have the express consent of the contracting party.



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12.2 The subjective amendment referred to in item 12.1 must be made by means of an Amendment to the Contract.

13 EXECUTION CONTROL

13.1 The service will start from the presentation of the public agents to carry out the first instruction, according to the schedule forwarded in advance after the request of the Administration.

13.2 The services must be provisionally received by the person responsible for monitoring and inspecting the contract within 02 (two) days after completion of the training and return of the public agents to the Contracting Party's headquarters, for the purpose of later verification of their compliance with the specifications in Term of Reference and in the proposal.

13.2.1 When in disagreement with the specifications contained in the Term of Reference and in the proposal, the services may be corrected or redone or replaced within the period set by the Contract inspector, at the Contractor's expense, and in case the determinations are not met, they be rejected.

13.2.2 It is up to the Contract inspector to assess the specific case in order to set a deadline for corrections.

13.3 Pursuant to art. 359 of State Decree No. 10.086/2022, provisional receipt for services and purchases may be waived up to the amount provided for in item II of art. 75, of Federal Law No. 14,133, of 2021, provided that they do not consist of devices, equipment and installations subject to verification of operation and productivity.

13.4 The services will be definitively received within 10 (ten) days, counted from the provisional receipt, after verification of the quality and quantity of the service performed and materials used, with the consequent acceptance by means of a detailed term.

13.4.1 In the event that the verification referred to in the previous item is not carried out within the established period, it will be considered as carried out, consummating the final receipt on the day the period expires.

13.5 Provisional or definitive receipt of the object does not exclude the Contractor's liability for damages resulting from incorrect execution of the contract.

14. BUDGET RESOURCES

The expenses arising from this contract will be charged to specific resources allocated in the General State Budget for this year, in the allocation detailed below:

Budget Allocation: 1502.04.122.42.6023 – Administrative management – Military House.

Expense Element: 3.3.90.39.48 – Services of Selection and Training.

Source: 100, 101 and 147

15 SUBCONTRACTING

Subcontracting will not be accepted due to the technical specificity of the services, and the Contractor will be exclusively responsible for the full execution of the services.

16 CONSORTIUMS

The participation of companies in a consortium regime will not be allowed, since it is incompatible with the object of the bidding process. The service to be contracted is provided according to specific aeronautical standards and does not require grouping of different expertise.

17 VALIDITY

The Contract will be valid for 5 (five) years from the signing of the contract, may be extended by means of an Addendum, provided that the requirements of articles 106 and 107 of Federal Law No. 14,133/2021 are satisfied.

18 ADJUSTMENT

18.1 The periodicity of readjustment of the contract value will be annual, based on the American inflation rate in the period (average CPI-U for the period), published by the U.S. Bureau of Labor Statistics, available at <https://www.bls.gov/>.

18.1.1 The readjustment will be granted by means of a simple apostille, as provided for in art. 136 of Federal Law No. 14,133, of 2021.

18.2 In the readjustments subsequent to the first, the minimum interregnum of one year will be counted from the last readjustment.

18.3 Apostilles with financial effects retroactive to the date of their signature will not be accepted.

18.4 The granting of readjustments not paid in due time will be determined by means of a specific procedure.



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19. ADMINISTRATIVE SANCTIONS

The bidder and the contractor who incur infractions are subject to the administrative sanctions provided for in art. 156 of Federal Law No. 14,133 of 2021 and in arts. 193 to 227 of Decree No. 10,086, of January 17, 2022, without prejudice to possible criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

20. STATE DECREE No. 10,086, of 2022.

The civil servants who subscribe to this Term of Reference certify that they have fully complied with the regulations established by Decree No. 10,086 of 2022 and the guidelines contained in the Standardized Draft approved by the Attorney General of the State of Paraná.



ANEXO II
QUALIFICATION DOCUMENTS

The bidder summoned to present the qualification documents, must deliver, within a maximum period of 02 (two) business days, counting from the notification, the qualification documents, which must be sent by electronic process of distance communication as established in this Notice:

1. CERTIFICATE OF REGULARITY OF SUPPLIER REGISTRATION REGISTRATION, which may be made and issued by the National Public Procurement Portal (PNCP), at <https://pncp.gov.br/>, and the documents described below, unless those are already contemplated and valid in said certificate:

1.1 DOCUMENTATION FOR LEGAL QUALIFICATION

1.1.1 Proof of regular legal existence, by means of a valid document from the bidder's country of origin, related to the articles of incorporation, statute or articles of incorporation in force, duly registered, in the case of commercial companies, and, in the case of a joint stock company, accompanied by documents for the election of its administrators and all amendments or respective consolidation.

1.1.2 Document signed by the bidding company, constituting its legal representative in Brazil, individual or legal entity, with express powers to receive service of process and answer administratively and judicially for the represented in the acts resulting from the present bidding, including signing inherent documents.

1.2 DOCUMENTATION FOR FISCAL AND LABOR REGULARITY

1.2.1 Corporate Name and Proof of registration in the Legal Entities Registry in the country of origin, or equivalent.

1.2.2 Document(s) provided by the public body(ies) responsible for the collection of taxes from all spheres of government (federal, state and municipal, or equivalent), the social security contribution and the payment to a fund similar to that of the guarantee for length of service, and the issuance of a negative debt certificate in the process of definitive labor execution, observing its respective effective date, or, if there is no express validity, to the extent that such payments are required in the country in which the foreign company was constituted, attesting that it is in good standing with regard to such charges

1.3 DOCUMENTATION FOR ECONOMIC AND FINANCIAL QUALIFICATION

1.3.1 The supplier must forward:

1.3.1.1 Balance sheet, statement of income for the year and other financial statements of the last 2 (two) fiscal years, which prove the good financial situation of the company, their replacement by trial balances or provisional balance sheets being prohibited, and may be updated by official indices when closed for more than 3 (three) months from the date of submission of the proposal;

1.3.1.2 The documents required in item **1.3.1.1** will be limited to the last financial year in case the legal entity has been incorporated less than 2 (two) years ago.

1.3.1.2.1 The companies created in the financial year of the bidding must meet all qualification requirements and will be authorized to replace the accounting statements with the opening balance sheet.

1.3.1.3 Proof of the company's financial situation will be verified by obtaining General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) indices, resulting from the application of the formulas:

$$LG = \frac{\text{Current Assets} + \text{Achievable in the Long Term}}{\text{Current Liabilities} + \text{Non-current Liabilities}};$$

$$SG = \frac{\text{Total Assets}}{\text{Current Liabilities} + \text{Non-current Liabilities}};$$

$$LC = \frac{\text{Total Assets}}{\text{Current Liabilities}};$$

1.3.1.4 Companies, registered or not in the National Public Procurement Portal (PNCP), must present a result: greater than or equal to 0.5 in the General Liquidity Index (LG); greater than or equal to 0.5 in the General Solvency Index (SG); greater than or equal to 0.5 in the Current Liquidity Index (LC).



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1.3.1.5 Companies MUST PRESENT THE INDICES ALREADY CALCULATED, with the signature of the company's accountant and legal representative, which will be analyzed based on the presented balance sheet.

1.4 Certificate issued by the official agency of the respective country, observing its respective effective date, or, if there is no express validity, attesting that the foreign company is not in the process of bankruptcy, composition, court-supervised reorganization or other similar institution that may in any way compromise the faithful fulfillment of the obligations arising from the contract.

1.5 Along with the qualification documents of the foreign company, the declarations contained in Annex V, VI and VII must be presented.

2 QUALIFICATION OF QUALIFICATION DOCUMENTS

2.1 The documents required for qualification may be submitted by:

2.1.1 Original;

2.1.2 Copy, perfectly legible, authenticated by a competent notary or authenticated by a member of the Support Team. The period for authentication by the support team will end on the first business day prior to the event;

2.1.3 Publication in an official press.

2.1.4 All documents originating abroad must be duly authenticated by the respective consulates, and, when written in a foreign language, accompanied by the respective sworn translation (translated into Brazilian Portuguese by a translator registered with any Trade Registry Office in the country – Board of Trade) and registered at the Registry of Deeds and Documents (§ 6 of Law No. 6.015/73 – Law of Public Records), or translated by equivalent means in the country of origin of the foreign bidder, provided that they are authenticated by the respective consulates in the translated documentation.

2.1.5 Qualification items that cannot be met by foreign bidders by virtue of specific legislation or that do not present equivalence in relation to Brazilian legislation must appear in a company statement informing the impossibility of complying with them, according to the model in Annex VI to the Notice.

2.1.6 The statement established in the previous item does not exempt the foreign bidder from presenting the respective documentation proving the impossibility of meeting the qualification requirements, for which he must present, for example, a copy of the legislation of his country of origin on the matter with the qualification envelope, as well as the declaration according to the model in Annex VII.

2.1.7 When the document(s) and/or certificates presented do not inform their validity and do not have a validity established in a specific rule, they must be dated within the last 180 (one hundred and eighty) days.

2.1.8 The lack of any required documents or their presentations with defects or in non-compliance with this Public Notice will imply the disqualification of the Bidder.

2.1.9 All documents presented for qualification must be in the name and CNPJ or equivalent of the headquarters or all in the name and CNPJ or equivalent of the branch, except those that can demonstrably only be provided to the headquarters and refer to the place of domicile or headquarters of the interested party and the certificates of technical capacity that may be presented both from the parent company and from the subsidiary.

2.1.10 For the purposes of this bidding process, the company's headquarters or the company's sole commercial, industrial and service establishment is considered to be its headquarters.

2.1.11 If the Auctioneer and Support Team deem it necessary, they may suspend the bidding so that they have better conditions to analyze the documents presented, later setting a new date and time at which the qualification result will be presented, directly notifying all bidders, or publishing it in the official press.



ANNEX III
DESCRIPTIVE MODEL OF PRICE PROPOSAL
INTERNATIONAL ELETRONIC BID N° XXXX/XXXX

BIDDER'S DATA

BIDDER:			
CNPJ/CPF:		Stater Registration:	
Adress:			
Neighbourgh:			
Postal Code:		City:	State:
Phone:		e-mail:	

1) The purpose of this bidding is to hire a specialized company for xxxxxxx

Lot X	Description	Quantity	Unit Value	Total Value
Item x	xx	xx	US\$	US\$

2. The validity of the proposal is 90 (ninety) days.
3. The winning company is responsible for the quality of the contracted service, including during the warranty period. The Contractor shall repair, correct or redo, at its own expense, in whole or in part, the services in which there are defects, defects or inaccuracies resulting from its execution or from the materials used.
4. The quoted prices include all direct, indirect costs and expenses that make up the provision of services, such as expenses with taxes, fees and any others that affect directly or indirectly in the Contract.
5. When applicable, quoted prices include the cost of supplying materials inherent to the service and others related to the object, as defined in the Term of Reference.
6. The bidder certifies compliance with the technical requirements as per Annex I of the Notice.
7. The bidder DECLARES that, for the purposes of the provisions of § 1 of art. 63 of Federal Law No. 14,133/2021, the proposal comprises the full costs of meeting, when applicable, the labor rights guaranteed in the Federal Constitution, labor laws, infralegal standards, collective bargaining agreements and terms of adjustment of conduct in force on the date of delivery of this proposal.

Place and date.

Legal Representative

Attach approval of the training center from the National Civil Aviation Agency - ANAC.



ANEXO IV

POWER OF ATTORNEY (PROXY) MODEL

GRANTOR: XXXXXXXX, a legal entity governed by private law, herein represented by XXXXXXXX,, bearer of Identity Card No. XXXXXXXX,, CPF No. XXXXXXXX, resident and domiciled at Rua XXXXXXXX, No. XXXXXXXX, City XXXXXXXX, State XXXXXXXX, ZIP Code XXXXXXXX.

GRANTED: XXXXXXXX, holder of Identity Card No. XXXXXXXX, and CPF No. XXXXXXXX, resident and domiciled at XXXXXXXX, no. XXXXXXXX, City XXXXXXXX, State XXXXXXXX, ZIP CODE XXXXXXXX.

POWERS: By this instrument, the GRANTOR grants the GRANTED the broadest and most general powers, to represent it on its behalf in the International Electronic Auction No. XXXX/XXXX, being able to file and receive documents, sign declarations, proposals and supply contracts, file appeals, make and carry out bids on the trading floor, in short, all the acts necessary for the faithful and complete fulfillment of this mandate.

Location and date

GRANTOR



ANEXO V

MANDATORY DECLARATIONS FOR FOREIGN BIDDERS REFERENCE: INTERNATIONAL ELECTRONIC AUCTION No. xxx/2023 – PROTECTIVE SERVICE DEPARTMENT STATEMENTS - FOREIGN BIDDER

(bidder's stamp or identification)

_____(company name)_____, registered under CNPJ nº (or equivalent in the country of origin) _____, headquartered at _____(full address, telephone, fax and e-mail updated)_____, through its legal representative o(a) Mr _____(declarant's full name)_____, bearer of ID _____(type / number / Issuing Agency)_____ and CPF No. _____, _____(position held in the company)_____, for the purposes of the **Electronic Auction International No. XX/2023 – PROTECTIVE SERVICE DEPARTMENT**, under the applicable administrative sanctions and under the penalties of the law, **DECLARES:**

1. NON-EXISTENCE OF IMPEDITIVE FACT

Which does not fall under any of the prohibitions contained in art. 14 of Federal Law No. 14.133/2021, in particular:

1.1 Does not maintain a technical, commercial, economic, financial, labor or civil relationship with a leader of the contracting body or entity or with a public agent who plays a role in the bidding process or acts in the inspection or management of the contract, or who is their spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree.

1.2. In the 5 (five) years prior to the publication of the public notice, he/she has not been legally convicted, with final and unappealable judgment, for exploiting child labor, for submitting workers to conditions analogous to those of slavery or for hiring adolescents in cases prohibited by labor legislation.

1.3 Is aware of the obligation to communicate the occurrence of any subsequent impeding event

2. NON-USE OF MINOR LABOR

That it does not use the direct or indirect labor of children under 18 (eighteen) years of age to perform night, dangerous or unhealthy work, as well as does not use, for any work, direct or indirect labor of children under 16 (sixteen)) years, except in the condition of apprentice from 14 (fourteen) years old, as determined by art. 7th, inc. XXXIII of the Federal Constitution.

3. SUBMISSION TO NATIONAL LEGISLATION

Which fully submits to Brazilian legislation, to the above Bid Notice and its Annexes and explicitly waives any claim through diplomatic channels, except for express cases supported by specific international trade agreement

4. FULL KNOWLEDGE

Who is fully aware of the conditions and peculiarities inherent to the nature of the work and assumes full responsibility for this fact, so that the lack of knowledge of the conditions of



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the place where the services will be performed will not be used for any future questions and can never be alleged in favor of any claims to include services, quantity of material or increase in prices.

Place, Month/Date/ of 2023.

Legal Representative



ANEEX VI

DECLARATION OF EQUIVALENCE MODEL

(tender or bidder identification)

_____ (company name) _____, registered with CNPJ nº (or equivalent in the country of origin) _____, headquartered in _____ (full address, updated telephone, fax and e-mail) _____, through its legal representative Mr(s) _____ (full name of declarant) _____, bearer of Identity _____ (type / number / Issuing Agency) _____ and CPF No. _____, _____ (function held in the company) _____, for the purposes of the **International Electronic Bid No XX/2022 – PROTECTIVE SERVICE DEPARTMENT**, under the applicable administrative sanctions and under the penalties of the law, **DECLARES** that the documents indicated below from the company's country of origin (NAME AND QUALIFICATION) are equivalent to the documents required in the International Electronic Auction Notice No. XX/2020.

Document description of origin country.	Document required in the Notice	Item of the Public Notice in which the document is required

Location, ____ (date) _____.

 (legal representative)



ANEEX VII

DECLARATION MODEL OF INABILITY TO PRESENT QUALIFICATION DOCUMENTS

(tender or bidder identification)

The company _____ declares, through its undersigned legal representative, and under the penalties of the law that the qualifying documents listed below required in the public notice, have no equivalence in our country.

PUBLIC NOTICE ITEM	DOCUMENTATION REQUIRED IN THE NOTICE	SUBSTANTIATION

The company _____ declares that it is aware of the civil and criminal liability arising from the non-veracity of the information provided, as well as the administrative and criminal sanctions to which it is subject in Brazil, if the content of this instrument is not consistent with the actual current situation, and must present the documentation that proves your statement along with the respective envelope of proposal and/or qualification.

Location, ____ (date) _____.

 (legal representative)



ANEEX VIII

CONTRACT DRAFT

ADMINISTRATIVE CONTRACT NO

CONTRACTING PARTY: CASA MILITAR, registered with the CNPJ No 14.788.457/0001-17, headquartered at Cândido de Abreu Avenue, without number, Palácio Iguaçu, Postal Code 80.530-000, Neighbour Centro Cívico, Curitiba/PR, herein represented by Lieutenant Colonel QOPM Sérgio Vieira Benício, appointed by Decree No 0008/2023, registered with the CPF nº 561.391.369-20, bearer of identity card No 4.618.579-0, issued by SSP-PR.

CONTRACTOR: [NAME], enrolled with the CNPJ/CPF under No. XXXXXXXX, headquartered at XXXXXXXX, herein represented by [NAME AND QUALIFICATION], enrolled with the CPF under No. XXXXXXXX, bearer ID card no. XXXXXXXX, resident and domiciled at XXXXXXXX, e-mail XXXXXX and telephone number XXXXXXXX.

This Agreement will be governed by Federal Law No. 14,133, of April 1, 2021, by Decree No. 10,086, of January 17, 2022; 02/2023 (protocol 20.209.231-4) of the bidding procedure that originated this instrument, with all its annexes, the proposal of the winning bidder and the following clauses and conditions:

1 OBJECT:

Hiring a specialized company to provide Initial and Recurrent training (theoretical instruction and practical flight simulation) for fixed-wing pilots of the Air Transport Division of Casa Militar – DTA/CM, for a period of 05 years, as required by the Brazilian Aeronautical Authorities contained in the Brazilian Aeronautical Regulation (RBAC), its supplementary instructions and type training list approved by the National Civil Aviation Agency - ANAC, as specified in the spreadsheet below:

LOT xx – xxxx						
ITEM	GMS	DESCRIPTION	UNIT OF MEASUREMENT	QTY	MAXIMUM VALUE US\$	
					UNIT US\$	TOTAL US\$
1	xx	xxxxxxx	xxx	xxx	US\$ XX	US\$ XX

INSERT FULL DESCRIPTION OF THE LOT

2 FOUNDATION:

This contract stems from International Electronic Auction No. xx/2023, object of administrative proceeding No. xxxx, with approval published on the official website and in the State Official Gazette No. XXXXXXXX, of XXXXXXXX and in accordance with the authorization act on pages . [XXXX] of this protocol.

3 CONTRACT PRICE AND VALUE



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3.1 The Contractor shall pay the Contractor the unit prices provided for in its bid, which is an integral part of this Contract.

3.2 The total value of the Agreement is US\$ XXXXXXXX (VALUE IN FULL).

3.3 The agreed price includes all expenses necessary for the execution of the purpose of the Contract, including taxes, labor charges and expenses with transport and locomotion.

4. READJUSTMENT

4.1 The periodicity of readjustment of the contract value will be annual, based on the American inflation rate in the period (average CPI-U for the period), published by the U.S. Bureau of Labor Statistics, available at <https://www.bls.gov/>.

4.1.1 The readjustment will be granted by simple apostille, as provided in art. 136 of Federal Law No. 14,133, of 2021.

4.2 In the readjustments subsequent to the first, the minimum interregnum of one year will be counted from the last readjustment.

4.3 Apostilles with financial effects retroactive to the date of their signature will not be accepted.

4.4 The granting of readjustments not paid in due time will be determined by a specific procedure.

5. RESPONSIBILITY FOR MANAGEMENT AND SUPERVISION OF THE CONTRACT:

5.1 Responsibility for managing this contract will be the responsibility of the designated server or commission, as per item 5.3 of this Contract, who will be responsible for the attributions defined in art. 10 of Decree No. 10,086, of 2022.

5.2 Responsibility for supervising this contract will be the responsibility of the designated server or commission, in accordance with item 5.3 hereof, who will be responsible for the attributions defined in arts. 11 and 12 of Decree No. 10,086, of 2022.

5.3 Those responsible for managing and supervising the contract will be _____ (name, RG, CPF) _____ and _____ (name, RG, CPF) _____, respectively.

5.4 The management and inspection of the contract will be carried out by the Contracting Party, which will carry out the inspection, control and evaluation of the goods supplied, as well as applying the penalties, after due legal process, in case of non-compliance with the contracted obligations.

6. EXECUTION AND CONTROL OF SERVICES

6.1 After signing the contract and issuing the commitment note, the Contracting Party will make the appointment by email or another system indicated by the Contractor, reserving the slots to carry out the training at least 30 (thirty) days in advance, depending on availability;

6.2 The Contractor shall forward to the Contracting Party a schedule for carrying out the training with a maximum daily workload of 8 theoretical and/or practical hours;

6.3 In the event of cancellation of activities due to service interruptions, snowfall, tornadoes or other adverse and supervening events, these must be immediately communicated to the Administration and rescheduled with the least possible damage to the schedule, avoiding delays in completing the training;

6.4 The public agents designated to carry out the training will present themselves on the date and time foreseen for the instructions according to the pre-established schedule.

7 BUDGET RESOURCES



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7.1 The expenses arising from this contract will be charged to specific resources allocated in the General State Budget for this year, in the allocation detailed below:

Budget Allocation: 1502.04.122.42.6023 – Administrative management – Military House.
Expense Element: 3.3.90.39.48 – Services of Selection and Training.
Source: 100, 101 and 147

8 VALIDITY:

8.1 The Contract will be valid for 5 (five) years from the signing of the contract, which may be extended by means of an Addendum, provided that the requirements of articles 106 and 107 of Federal Law No. 14,133/2021 are met.

9 CONTRACTOR'S AND CONTRACTING PARTY'S OBLIGATIONS

9.1 These are the contractor's obligations:

9.1.1 Execute the services according to the specifications of the Term of Reference and its proposal, with perfect compliance with the foreseen clauses, in addition to providing the materials and equipment, tools and utensils inherent to the execution of the object;

9.1.2 Repair, correct, remove or replace, at its expense, in whole or in part, within the period set by the supervisor, the services performed in which there are vices, defects or inaccuracies resulting from the execution or the materials used;

9.1.3 Be responsible for defects and damages resulting from the execution of the object, in accordance with articles 14 and 17 to 27, of the Consumer Defense Code (Law No. 8,078/1990), being the contracting party cleared to discount from warranty, if required, or the payments due to the Contractor, the amount corresponding to the damages suffered;

9.1.4 Use qualified employees with knowledge of the services to be performed, in accordance with the rules and regulations in force;

9.1.5 List the workers who will perform the services at the Contracting Party's headquarters, in addition to providing them according to the work safety requirements, if applicable;

9.1.6 Be responsible for all labor, social, social security, tax and other obligations provided for in specific legislation, the default of which does not transfer responsibility to the Contracting Party;

9.1.7 Report to the Contracting Party any and all irregularities found during the provision of services;

9.1.8 Not allow the use of any work by children under 16 (sixteen) years of age, except as an apprentice for those over 14 (fourteen) years of age; nor allow the use of the work of minors under 18 (eighteen) years of age in night, dangerous or unhealthy work;

9.1.9 Maintain throughout the execution of the object, in compatibility with the assumed obligations and all the qualification conditions required in the contract;

9.1.10 Keep your data updated in the Unified Registry of Suppliers of the State of Paraná, in accordance with current legislation;

9.1.11 Keep confidential all information obtained as a result of fulfilling the object;

9.1.12 Assign the property rights relating to the project or specialized technical service, so that the Administration can use it in accordance with the provisions of the Term of Reference, pursuant to article 93 of Federal Law No. 14,133, of 2021;

9.1.13 When the project refers to an immaterial work of a technological nature, not susceptible to privilege, the assignment of rights will include the supply of all data, documents and information elements relevant to the technology of conception, development, fixation in physical support of any nature and application of the work;



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9.1.14 Provide training in accordance with the provisions of this Term of Reference, issuing an invoice at the end accompanied by the completion certificate and the respective Pilot Evaluation Forms, according to the course accomplished;

9.1.15 Communicate to the Contracting Party, within a minimum period of 05 (five) days prior to the start date of the training, reasons that make it impossible to meet the established deadline, with due evidence.

9.1.16 Appoint an agent to represent it during the execution of the contract;

9.2 These are the Contractor's obligations:

9.2.1 Receive the object within the term and conditions established in this notice and its annexes;

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

9.2.3 Check in detail, within the established period, the conformity of the provisionally received service, with the specifications contained in the Term of Reference and the proposal, for the purpose of receipt and final receipt;

9.2.4 Communicate to the Contractor, in writing, the imperfections, failures or irregularities verified, setting a deadline for their correction;

9.2.5 Monitor and supervise compliance with the Contractor's obligations, through a commission or specially designated servants, who will be responsible for subsidizing the manager to certify the invoices presented;

9.2.6 Make the payment to the Contractor in the amount corresponding to the provision of the service, within the period and in the manner established in this Term of Reference and its annexes;

9.2.7 Make any tax withholdings due on the amount of the invoice and invoice provided by the Contractor, when applicable;

9.2.8 Issue a decision on requests and complaints related to the performance of the contract, except for requests that are manifestly impertinent, merely delaying or of no interest to the proper performance of the contract;

9.2.9 Reimburse the contracted party, in cases of termination of the contract due to the sole fault of the Administration, for the regularly proven damages it has suffered, in addition to returning the guarantee, if any, and making the payments due for the execution of the contract until the date of termination and for the cost of possible demobilization;

9.2.10 Adopt necessary measures for the investigation of administrative infractions, when an irregularity is found that constitutes damage to the Administration, in addition to sending copies of the appropriate documents to the competent Public Prosecutor's Office, for the investigation of the illicit acts within its competence;

9.2.11 Provide the information and clarifications that may be requested by the Contractor;

9.2.12 Present the public agents indicated for the courses, as provided for in the Term of Reference;

9.2.13 Bearing the travel expenses of the servants to carry out the course, these expenses are understood to be the amounts spent on per diems (food and accommodation), air transport and travel insurance.

11 10 PAYMENT METHOD

10.1 The payment of each invoice must be made within a period not exceeding 30 (thirty) days from the date of the attestation of the Invoice, after proving the performance of the Contractor in all its obligations, already deducting the glosses and debit notes and upon verification of the Tax Regularity Certificate (CRF), issued through the Materials, Works



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and Services Management System - GMS, intended to prove regularity with the Federal, State (including the State of Paraná) for contractors headquartered in another State of the Federation) and Municipal, with the FGTS, INSS and Negative of Labor Debts (CNDT), subject to the provisions of the Term of Reference.

10.2 No payment will be made without the presentation of the required documents, as well as while irregularities that may be found in the invoice, in the supply of goods or in the fulfillment of contractual obligations are not remedied.

10.3 The period established in item 10.1 will be suspended in the event provided for in item 12.4.1 of the General Conditions of the Auction.

10.3.1. After the deadline for payment of the fine, if it has not been paid, the amounts will be deducted from the invoice presented.

10.4 Invoices must be issued in the name of CASA MILITAR, enrolled in CNPJ/MF n. 14.788.457/0001-17, located at Av. Cândido de Abreu, s/nº, Edifício Palácio Iguazu, CEP 80.530 000, Centro Cívico, Curitiba/PR, and/or when requested by the Contracting Party, at CNPJ/MF 76.416.866/0001-40 of the SECRETARIA DO ESTADO DA SAÚDE - SESA, located at Rua Piquiri, nº 170, Rebouças, Curitiba/PR, CEP 80.230-140, containing the bidding number, lot/item and product validation, for the purposes of stock tracking.

10.5 in cases of any delay in payment, provided that the Contractor has not contributed, in any way, to that end, it is agreed that the financial compensation rate due by the Contracting Party, between the due date and the effective payment of the installment, is calculated by applying the following formula:

EM = I x N x VP, where:

EM = late payment charges;

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

PV = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6/100)}{365} \quad I = 0,00016438$$

TX = Annual Fee Percentage = 6%.

10.6 The chronological order of payment referred to in the caput of art. 141 of Federal Law No. 14,133 of 2021 may be amended, subject to prior justification by the competent authority and subsequent communication to the Administration's internal control body and the competent Court of Auditors for payment to micro-enterprises, small businesses, family farmers, individual rural producer, individual micro-entrepreneur and cooperative society, provided that the risk of discontinuity of compliance with the object of the contract is demonstrated.

10.7 In the case of a foreign company, payment will be made in US Dollars (US\$), through a Foreign Currency Remittance or a similar instrument issued by Banco do Brasil S/A.

11. ADMINISTRATIVE SANCTIONS

11.1. The bidder and the contractor who incur infractions are subject to the administrative sanctions provided for in art. 156 of Federal Law No. 14,133 of 2021 and in arts. 193 to 227 of Decree No. 10,086, of January 17, 2022, without prejudice to possible criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.



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11.2. The fine cannot be less than 0.5% (five tenths percent) or more than 30% (thirty percent) of the total value of the lot in which it participated or of the contract, also observing the following variations:

a) a fine of 0.5% to 5%, in the cases of infractions provided for in art. 195, of State Decree 10,086/2022;

b) fine of 5% to 30%, in the cases of infractions provided for in art. 196, of State Decree 10,086/2022;

c) a fine of 15% to 30%, in the cases of infractions provided for in art. 197, of State Decree 10,086/2022;

11.3. The calculation of the fine will be justified and will take into account the provisions of arts. 210 to 212, of State Decree 10,086/2022.

11.4. The fine may be deducted from the payment owed by the State Public Administration, resulting from other contracts signed between the parties, in which case the Administration will withhold payment until the payment of the fine, with which the bidder or contractor agrees.

11.4.1. The withholding of payment for other contracts, by the Public Administration, in the period between the final decision that imposed the fine and its performance, suspends the flow of time for the Administration, not resulting in arrears, nor does it generate financial compensation.

11.5. Daily fine of up to 0.3% (three tenths of a percent), calculated on the overall value of the contract or overdue installment, up to the 30th (thirtieth) day of delay in delivery; as of the 31st (thirty-first) day, the late payment fine will be converted into compensatory, applying, in addition, the provisions of the items above.

11.6 The procedure for applying sanctions will follow the provisions of Chapter XVI, Title I, of Decree No. 10,086, of 2022. and Law No. 20,656, of 2021.

11.7 In cases not provided for in the call notice, including the procedure for applying administrative sanctions, provisions of Federal Law No. 14,133, of 2021 and Decree No. 10,086, of 2022 must be observed.

11.8 Without prejudice to the sanctions provided for in the previous items, the administrative and civil liability of legal entities for the practice of acts against the Public Administration, national or foreign, in the participation in this bidding process and in the contracts or derivative bonds, will also be given in the manner provided for in Federal Law No. 12,846, of 2013, and regulation within the scope of the State of Paraná.

11.9 Any penalties applied will be transcribed in the “*PORTAL NACIONAL DE COMPRAS PÚBLICAS*” (PNCP) and in the Unified Registry of Suppliers of the State of Paraná (CFPR).

11.10 The fines provided for in this public notice may be deducted from the payment eventually due by the contracting party arising from other contracts signed with the State Public Administration.

12. CASES OF EXTINCTION

12.1 This agreement may be extinguished:

12.1.1 By unilateral and written act of the Administration, except in the case of non-compliance resulting from its own conduct;

12.1.2 in a consensual manner, by agreement between the parties, by conciliation, by mediation or by a dispute resolution committee, provided there is an interest of Management; or

12.1.3 by arbitration decision, as a result of an arbitration clause or arbitration commitment, or by court decision.



12.2 In the case of consensual termination, the party intending to terminate the Contract will communicate its intention to the other, in writing.

12.3 Cases of contractual termination must be formally motivated in the case file, ensuring the contradictory and the right of prior and full defense to the Contractor

12.4 The Contractor hereby recognizes all the rights of the Public Administration, in case of administrative extinction due to total or partial non-performance of this contract.

13. CONTRACTUAL AMENDMENTS, ADDITIONS AND DELETIONS

13.1 This agreement may be amended in any of the cases provided for in articles 124 and 125 of Federal Law No. 14,133, from 2021.

13.1.1 In the unilateral alterations referred to in item I of the head provision of art. 124 of Federal Law No. 14,133, of 2021, the contractor will be obliged to accept, under the same contractual conditions, additions or deletions of up to 25% (twenty-five percent) of the updated initial value of the contract that are made in purchases.

13.2 The continuity of the administrative contract is admissible when there is a merger, spin-off or incorporation of the Contractor with another legal entity, provided that:

a) all qualification requirements required in the original bidding process are observed by the new legal entity;

b) the remaining clauses and conditions of the contract are maintained; and

c) there is no prejudice to the execution of the object agreed and there is express consent from the Administration to the continuity of the contract.

13.3 The replacement of a consortium member must be expressly authorized by the contracting agency or entity and subject to proof that the new company in the consortium has, at least, the same amounts for the purpose of technical qualification and the same values for the purpose of economic and financial qualification presented by the company replaced for the purpose of qualifying the consortium in the bidding process that originated the contract.

13.4 The changes provided for in this clause will be formalized by an amendment to the contract.

13.5 Subcontracting the service will not be accepted.

13.6 Once the instruction of the request for economic-financial rebalancing has been completed, the Administration will have a period of 30 (thirty) days to decide, allowing the extension motivated by the same period

14. PERSONAL DATA PROTECTION

14.1 The CONTRACTING PARTY and the CONTRACTED PARTY, as operator, undertake to protect the fundamental rights of freedom and privacy and the free development of the personality of the natural person, related to the processing of personal data, including in digital media.

14.2 The processing of personal data essential to the provision of the service by the CONTRACTOR, if any, will be carried out with prior and substantiated approval of the CONTRACTOR, observing the principles of art. 6 of the LGPD, especially that of necessity;

14.3 The data processed by the CONTRACTOR may only be used in the provision of services specified in this contract, and under no circumstances may they be used for other purposes, subject to the guidelines and instructions transmitted by the CONTRACTOR;

14.4 The personal data processing records that the CONTRACTOR carries out will be kept in conditions of traceability and electronic proof at any time;



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14.5 the Contractor shall present sufficient evidence and guarantees that it applies an adequate set of technical and administrative security measures, for the protection of personal data, in accordance with the legislation and the provisions of this Clause;

14.6 The Contractor shall formally inform its employees of the obligations and conditions agreed upon in this Clause, including with regard to the CONTRACTING PARTY's Privacy Policy, whose principles and rules shall be applied to the collection and processing of personal data.

14.7 Any access, by the CONTRACTED PARTY, to databases that contain or may contain personal data or commercial or industrial secrets will imply for the CONTRACTED PARTY and its agents - duly and formally instructed in this regard - the most absolute duty of secrecy, in the course of this contract and after its termination.

14.8 The CONTRACTOR's person in charge will maintain formal contact with the CONTRACTING PARTY's person in charge, within 24 (twenty four) hours of the occurrence of any incident that implies a violation or risk of violation of personal data, so that the latter can adopt the necessary measures, in the possibility of questioning the competent authorities.

14.9 At the discretion of the controller and the person in charge of Data of the CONTRACTING PARTY, the CONTRACTED PARTY may be asked to fill out an impact report on the protection of personal data, according to the sensitivity and inherent risk of the object of this contract, with regard to personal data.

14.10 The Contractor is liable for damages caused by breach of data security by failing to adopt the security measures provided for in art. 46 of the LGPD, intended to protect personal data from unauthorized access and accidental or unlawful situations of destruction, loss, alteration, communication or any form of inappropriate or unlawful treatment.

14.11 The CONTRACTED PARTY's legal representatives, as well as employees who must necessarily have access to personal data under the control of the State for the fulfillment of their tasks, must sign a commitment and confidentiality term, in which they are responsible for complying with the LGPD and for the provisions of this Clause.

14.12 Information on the processing of personal data by the CONTRACTED PARTY, involving its purpose, legal provision, forms of execution and storage period, must be published in the form of § 1 of art. 10 of State Decree No. 6,474, of 2020.

14.13 The manifestations of the data subject or his legal representative regarding the processing of personal data based on this contract will be met in accordance with articles 11, 12 and 13 of State Decree No. 6,474, of 2020.

14.14 The CONTRACTING PARTY may, at any time, request information about the personal data entrusted to the Contractor, as well as carry out inspections and audits, including through independent auditors, in order to ensure compliance with the applicable duties and obligations;

14.15 Any sharing of personal data with a SUBCONTRACTED company will depend on prior authorization from the CONTRACTING PARTY, in which case the SUBCONTRACTED PARTY will be subject to the same limits imposed on the CONTRACTED PARTY.

14.16 Once the term of the contract has ended or if there is no longer any need to use personal data, whether sensitive or not, the Contractor will arrange for the disposal or return, to the CONTRACTING PARTY, of all personal data and existing copies, in compliance with the principle of security .



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14.17 Doubts arising from the application of the LGPD will be subject to consultation by the CONTRACTING PARTY's person in charge of the State Comptroller General, who may consult the State Attorney General in case of duly substantiated legal doubt.

15. GENERAL PROVISIONS:

15.1 This contract, for all purposes, includes: the bidding notice and its annexes and the proposal presented by the Contractor during the bidding process.

15.2 This contract is governed by Federal Law No. 14,133, of 2021, Decree No. 10,086, of 2022 and other state and federal laws relevant to the object of the contract, applying said legislation to cases not covered by this contract.

15.3 The Contracting Party will send the summary of this contract for publication in the Official Gazette of the State of Paraná and on the official website, without prejudice to making the entire contract available on the Portal Nacional de Contratações Públicas (PNCP) and on the GMS system.

15.4 Issues resulting from the execution of this instrument, which cannot be resolved administratively, will be processed and judged in the State Justice, in the Central Forum of the Judicial District of the Metropolitan Region of Curitiba – PR, excluding any other, however privileged it may be. Local e data

CONTRACTING PARTY

CONTRACTED PARTY

WITNESSES

1 – NAME:

2 – NAME:



ANEEX IX

LGPD DECLARATION.

XXXXXXXX, registered with CNPJ No. XXXXXXXX, through his legal representative, Mr. XXXXXXXX, bearer of Identity Card No. XXXXXXXX and CPF No. XXXXXXXX, DECLARES, for the due purposes, that it is fully aware of the rules contained in the bidding notice and that it has the qualification conditions provided for in the notice, as well as being aware that:

1. As a condition to participate in this tender and be hired, the interested party must provide the Public Administration with various personal data, including:

- 1.1. those inherent to identification documents;
- 1.2. relating to equity interests;
- 1.3. information inserted in social contracts;
- 1.4. physical and electronic addresses;
- 1.5. marital status;
- 1.6. any information about spouses;
- 1.7. kinship relations;
- 1.8. phone number;
- 1.9. administrative sanctions that it is fulfilling before the Public Administration;
- 1.10. information on possible criminal convictions or administrative impropriety; among others necessary for hiring.

2. This information will be included in the administrative process and will be processed by the Public Administration.

3. The processing of personal data related to contracting processes is presumed to be valid, legitimate and, therefore, legally adequate.

Place and date

Legal Representative