

**STATE OF PARANÁ
SECRETARY OF STATE FOR ADMINISTRATION AND WELFARE DEPARTMENT
OF LOGISTICS FOR PUBLIC CONTRACTS - DECON**

Protocol No. 22.120.892-7 - Electronic Auction No. 1734/2024 – PUBLIC NOTICE

NOTICE

THE **STATE OF PARANÁ**, through the DEPARTMENT OF LOGISTICS FOR PUBLIC CONTRACTS OF THE STATE SECRETARIAT FOR ADMINISTRATION AND PREVIDENCE - DECON/SEAP, hereby announces that it will issue a call for tenders under the following terms:

ELECTRONIC TRADING: 1734/2024 TYPE: LOWEST PRICE INTERNATIONAL	UASG: 928658 Start of session / bidding: 10h00 min of the day 28/01/2025 Brasilia (DF) time will always be taken into account for all time indications in this notice.
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1 OBJECT: The purpose of this tender is to purchase a Water Launcher Vehicle (WLV) to meet the demands of the Riot Police Battalion.
2 MAXIMUM BID VALUE: The maximum overall price for this bidding procedure is R\$ 4,338,160.00 (four million, three hundred and thirty-eight thousand, one hundred and sixty reais), equivalent to US\$ 844,000.00 (eight hundred and forty-four thousand U.S. dollars) . ¹
3 BUDGET RESOURCES: Budget allocation: 3966.06.181.30.7068 Item of expenditure: 4490.52 Source: 759.000113, fiscal year identifiers 01 and 02.
4 ELECTRONIC TRADING SYSTEM: The auction will be held via the electronic bidding system https://www.gov.br/compras/pt-br . The electronic address for receiving and opening bids is https://www.gov.br/compras/pt-br . This tender will be processed on national territory. O notice is available on the internet, on the websites www.comprasparana.pr.gov.br and https://www.gov.br/compras/pt-br . The work will be conducted by the auctioneer Luiz Fernando Mancini de Oliveira and the support team, appointed by Resolution No. 6,948/2024, employees of DECON/SEAP. - E-mail: decondl6@seap.pr.gov.br - Address: Rua Jacy Loureiro de Campos, s/nº - CEP 80.530-140, Curitiba / Paraná - Service will be provided from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 6:00 p.m.

¹ Referential values based on the exchange rate of the DOLLAR, US\$ 1.00 R\$ 5.14, on the website of the Central Bank of Brazil on May 23, 2024.

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5 CLARIFICATIONS, OBJECTIONS AND APPEALS:

5.1 CLARIFICATIONS AND OBJECTIONS:

Any person is a legitimate party to challenge the bidding notice for irregularities in the application of Federal Law No. 14.133, of 2021 and Decree No. 10.086, of 2022, or to request clarifications and measures on its terms, and must file the request, within a period of up to 3 (three) working days before the bid opening date, in a specific field on the website www.comprasparana.pr.gov.br, through which the requested clarifications will be answered within 3 (three) working days, limited to the last working day prior to the bid opening date.

5.2 APPEALS AND COUNTER-APPEALS:

Reasons for appeal and counter-appeals may be sent exclusively by electronic means, observing the rules set out in item 9 of the General Conditions of this Public Notice;

5.3 AVAILABILITY OF FILES:

During the bidding process, the records of the bidding process will be available to interested parties on the Paraná Electronic Transparency Portal (<http://www.transparencia.pr.gov.br/pte/acesso-a-informacao>), through the Citizen Information System.

6 BIDDING CONDITIONS:

6.1 The bidding process and the contract resulting from it are governed by the specific and general conditions of the auction and by the provisions of the other annexes to the public notice.

6.2 The tender will be governed by Federal Law No. 14.133, of 2021, Decree No. 10.086, of 2022, Federal Complementary Law No. 123, of 2006, as well as any amendments thereto.

SPECIFIC TENDER CONDITIONS

1 PRICE ACCEPTABILITY CRITERION: MAXIMUM PRICE

At the end of the bidding phase, after negotiation, bids that remain above the maximum unit values and maximum total values set out in this Public Notice will be disqualified.

2 CRITERIA FOR JUDGING TENDERS:

2.1 In the dispute phase, the criterion for price acceptability in the e-procurement system is the **unit value**, set out in the Terms of Reference, Annex I to this Public Notice.

2.1.1 Values that remain above the maximum unit value(s) of the lot(s) at this stage will be disqualified."

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

2.3 At the end of the bidding phase, after negotiation, bids that remain above the maximum unit value(s) of the lot(s) will be disqualified.

3 MINIMUM BID VALIDITY PERIOD:

The period of validity of tenders, which must be included in the Description of Price Tenders (Annex III), may not be less than that set out in this notice.

4 PARTIAL PROPOSAL:

4.1. Bidders will not be allowed to offer partial bids.

5 CONSORTIUM:

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

6 ANNEXES:

- Annex I - Terms of Reference;
- Annex II - Qualification Documents;
- Annex III - Price Proposal Description Model;
- Annex IV - Model Power of Attorney;

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- Annex V - Model Declaration;
- Annex VI - Delivery Locations;
- Annex VII - Draft Contract;
- Annex VIII - Declaration of ME/EPP status.
- Annex IX - LGPD Declaration.

GENERAL CONDITIONS OF THE ELECTRONIC AUCTION

1 HOLDING THE AUCTION

- 1.1** The auction will be held electronically on the <https://www.gov.br/compras/pt-br> e-procurement system.
- 1.2** The auction will be conducted by a public servant called the auctioneer, by entering and monitoring data generated or transferred to the e-procurement system adopted by the state administration <https://www.gov.br/compras/pt-br>.
- 1.3** The auctioneer shall perform the duties set out in Article 4 of Decree No. 10.086 of 2022.
- 1.4** In order to access the e-procurement system, interested parties must register and obtain an identification key and personal password for the e-procurement system adopted by the state administration <https://www.gov.br/compras/pt-br>, conforme. Instructions can be obtained on the website <https://www.gov.br/compras/pt-br> or by calling the phone numbers described on the website for Capitals and Metropolitan Regions and for other locations (technical support).
- 1.4.1** The accreditation of the interested party and their representative with the e-procurement system adopted by the state administration <https://www.gov.br/compras/pt-br> implies their legal responsibility for the acts carried out and presumption of capacity to carry out the transactions inherent to the electronic auction.
- 1.5** It is the bidder's responsibility to follow the operations on the electronic system during the public session of the auction, and the bidder will be responsible for the burden arising from loss of business due to failure to comply with any messages issued by the system or its disconnection.

2 PARTICIPATION REQUIREMENTS

- 2.1** Interested parties whose line of business is compatible with the subject of this tender and who present the documents required for qualification may participate in this tender.
- 2.2** Those interested in participating in the auction must have an identification key and personal password for the electronic purchasing system, in accordance with the terms of Item 01 of this Public Notice.
- 2.3** Individuals or legal entities that:
- 2.3.1** have been declared unfit by the Federal Government, States, Federal District or Municipalities, in any sphere of Public Administration;
- 2.3.2** constituted the legal entities that were penalized according to item 2.3.1, for as long as the causes of the penalties persist, regardless of the new legal entity that they may 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** foreign legal entities that do not have a legal representative in Brazil, duly authorized to receive summons and respond administratively or judicially;
- 2.3.5** are under bankruptcy, dissolution or liquidation, as well as individuals under insolvency;

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2.3.6 have a technical, commercial, economic, financial, labor or civil relationship with a manager of the contracting body or entity or with a public agent who performs a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a direct, collateral or affinity line, up to the third degree;

2.3.7 a civil servant or manager of a state body or entity, as well as a company in which they are partners, directors or indirectly participate.

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

2.3.8 Individuals and legal entities referred to in Article 14 of Federal Law No. 14,133 of 2021.

2.4 Participation in this tender implies acceptance of the conditions set out in the notice and applicable legislation.

2.5 In addition to these general conditions, the specific participation requirements set out in the notice must be complied with.

2.6 The auctioneer will verify any non-compliance with the conditions for participation, especially as regards the existence of a sanction that prevents participation in the tender or future contracting.

3 INITIAL PROPOSAL

3.1 Before submitting the commercial proposal in an electronic form, the bidder must indicate, in the appropriate field of the e-procurement system:

3.1.1 full knowledge of and compliance with the qualification requirements and other conditions set out in the public notice;

3.1.2 its status as a microenterprise, small business or individual microentrepreneur in order to enjoy the benefits of Federal Complementary Law No. 123 of 2006.

3.2 The initial price proposal must be sent via an electronic form on the e-procurement system within the time limit set in the public notice, in accordance with the dispute criteria set out in the public notice.

3.2.1 Registered tenders may be amended or withdrawn up to the date and time specified in the public notice. After the deadline set for accepting tenders, the electronic system will not accept the inclusion, amendment or withdrawal of tender(s).

3.3 Under the terms of ICMS Agreement 26/2003 - CONFAZ, in the case of internal transactions, bidders benefiting from the respective tax exemption must submit their proposals and price bids with the net value, i.e. without the ICMS tax burden.

3.3.1 Establishments under the Simples Nacional tax regime are not covered by the provisions of item 3.3 and must submit a price proposal with the full tax burden.

3.4 Bidders must register their bids in national currency (R\$) using the e-procurement system adopted by the state administration <https://www.gov.br/compras/pt-br>.

3.5. The system will automatically sort the bids classified by the auctioneer, and only these will take part in the bidding phase.

3.6. The Auctioneer will check the bids submitted, including their feasibility, and will disqualify any that do not comply with the requirements set out in this Public Notice.

4. FILLING IN THE PROPOSAL

4.1 Bidders must submit their bids by filling in the following fields in the electronic system:

4.1.1 Unit value in reais (R\$);

4.1.2 Brand;

4.1.3 Manufacturer;

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4.1.4 Detailed description of the object, containing information similar to the specification in the Terms of Reference: indicating, where applicable, the model, expiry date or warranty, registration number or registration of the good with the competent body, where applicable.

4.2 All the specifications contained in the tender are binding on the Contractor.

4.3 All operating costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the supply of goods shall be included in the amounts proposed.

4.4 The prices offered, both in the initial proposal and in the bidding stage, shall be the sole responsibility of the bidder, who shall not be entitled to claim any alteration, on the grounds of error, omission or any other pretext.

4.5 The tender will be valid for no less than 90 (ninety) days from the date of submission.

4.6 Bidders' offers must comply with the maximum prices established in this Public Notice.

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

5.1 This tender will be opened in a public session, via the electronic system, on the date, time and place indicated in this Notice.

5.2 The Auctioneer will check the bids submitted, disqualifying those that do not comply with the requirements set out in this Public Notice, contain insanitary defects or do not meet the technical specifications required in the Terms of Reference.

5.2.1 Any bid 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 Failure to disqualify a bid does not preclude its definitive judgment to the contrary, carried out in the acceptance phase.

5.3 The system will automatically sort the qualified bids, and only these will take part in the bidding phase.

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

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

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

5.6 Bidders may offer successive bids, observing the time set for opening the session and the rules established in the Public Notice.

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

5.8 The minimum difference in values or percentages between bids, which will apply both to intermediate bids and to the bid that covers the best offer, must be R\$ 0.01.

5.9 The electronic auction will use the "open" bidding mode, in which bidders will submit public and successive bids, with extensions.

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

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

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- 5.12** If there are no new bids in the manner established in the previous items, the public session will automatically close.
- 5.13** Once the competitive phase has ended without the system automatically extending it, the auctioneer, assisted by the support team, may, with good reason, allow the public bidding session to resume in order to obtain the best price.
- 5.14** Two or more bids of the same value will not be accepted, and the bid that is received and registered first will prevail.
- 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), without identifying the bidder.
- 5.16** In the event of a disconnection with the Auctioneer during the competitive stage of the Auction, the electronic system may remain accessible to bidders for the reception of bids.
- 5.17** When the disconnection of the electronic system to 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 since the auctioneer communicated the fact to the participants on the electronic site used for publication.
- 5.18** The judging criterion adopted will be the lowest price, as defined in this Public Notice and its annexes.
- 5.19** If the bidder does not submit a bid, it will compete with the value of its bid.
- 5.20** For items that are not exclusive to micro-enterprises, small businesses and individual micro-entrepreneurs, once the bidding stage has ended, the size of the business entity will be verified. The system will identify the participating micro-enterprises, small businesses and individual micro-entrepreneurs in a separate column, comparing them with the values of the first-placed company, if it is a larger company, as well as the other classified companies, in order to apply the provisions of articles 44 and 45 of Federal Complementary Law No. 123 of 2006.
- 5.21** Under these conditions, bids from micro-enterprises, small businesses and individual micro-entrepreneurs that are up to 5% (five percent) higher than the best bid or proposal will be considered tied with the first place.
- 5.22** The best-ranked ME, EPP or MEI, under the terms of the previous item, will have the right to submit a final offer for a tie-breaker, which must be lower than that of the first-placed bidder, within 5 (five) minutes controlled by the system, counted after the automatic communication to do so.
- 5.23** If the best-ranked microenterprise, small business or individual microentrepreneur withdraws or does not manifest itself within the established period, the other bidders in the condition of ME, EPP or MEI that are in that 5% (five percent) interval, in the order of classification, will be summoned to exercise the same right, within the period established in the previous sub-item.
- 5.24** In the event that the values presented by the micro-enterprises, small companies and individual micro-entrepreneurs that are in the ranges established in the previous sub-items are equivalent, a lottery will be held between them to identify the one that can first submit the best offer.
- 5.25** There can only be a tie between equal bids (not followed by bids), or between the final bids of the closed phase of the open and closed bidding mode.
- 5.26** In the event of a tie between proposals or bids, the tie-breaking criterion will be that provided for in art. 91 of State Decree No. 10086/2022 of January 17, 2022.
- 5.27** If the tie persists, the winning bid will be drawn by the electronic system from among the tied bids or proposals.
- 5.28** Once the bidding stage of the public session has ended, the auctioneer must send a counter-proposal via the electronic system to the bidder who has submitted the best price, in order to obtain a better proposal, and negotiation under conditions other than those provided for in this Public Notice is prohibited.
- 5.28.1** Negotiations will take place via the system and can be monitored by the other bidders.

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5.28.2 The auctioneer will ask the best-placed bidder to send, within two (2) days, the bid that corresponds to the last bid offered after the negotiation, accompanied, if applicable, by additional documents, when necessary to confirm those required in this Public Notice and already submitted.

5.28.3 The auctioneer is entitled to extend the deadline, based on a reasoned request made in the chat by the bidder, before the deadline set out in item 5.28.2 has expired.

5.29 After negotiating the price, the Auctioneer will begin the acceptance and judgment phase.

6. ACCEPTABILITY OF THE WINNING BID

6.1 Once the negotiation stage has ended, the auctioneer will examine the proposal ranked first as to its suitability for the object and the 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 Bidders qualified as individual rural producers must include in their bids the percentages of contributions provided for in art. 176 of RFB Normative Instruction no. 971, of 2009, due to the provisions of art. 184, item V of the aforementioned Instruction, under penalty of disqualification.

6.3 A proposal or winning bid that has a final price higher than the maximum price(s) set, a discount lower than the minimum required or a price that is manifestly unfeasible will be disqualified.

6.3.1 A bid that presents symbolic, derisory or zero global or unit prices that are incompatible with the prices of market inputs and salaries, plus the respective charges, is considered unfeasible, even if the bid invitation does not establish minimum limits, except when they refer to materials and installations owned by the bidder itself, for which it waives part or all of the remuneration.

6.4 Any interested party may request that investigations be carried out to verify the feasibility and legality of tenders, and must provide evidence or indications to substantiate the suspicion.

6.5 In the event that the public session needs to be suspended to carry out due diligence, with a view to correcting the proposals, the public session can only be restarted by giving at least twenty-four hours' notice in the system, and the occurrence will be recorded in the minutes.

6.6 The Auctioneer may call on the bidder to send an additional digital document, using the functionality available on the system, within two (2) working days, failing which the bid will not be accepted.

6.6.1 The auctioneer may extend the deadline if the bidder makes a reasoned request in the chat before the deadline expires.

6.6.2 Among the documents that may be requested by the Auctioneer are those that contain the characteristics of the material offered, such as brand, model, type, manufacturer and origin, as well as other pertinent information, such as catalogs, brochures or proposals, sent electronically.

6.7 If the winning bid or proposal is disqualified, the Auctioneer will examine the next bid or proposal, and so on, in ranking order.

6.8 If necessary, the Auctioneer will suspend the session, informing the *chat* of the new date and time for its continuation.

6.9 The Auctioneer may send, via the electronic system, a counter-proposal to the bidder who submitted the most advantageous bid, in order to negotiate a better price, with no negotiation under conditions other than those provided for in this Public Notice.

6.9.1 In the event that the Auctioneer does not accept the bid and proceeds to the next one, he or she may negotiate with the bidder in order to obtain a better price.

6.9.2 Negotiations will take place via the system and can be monitored by the other bidders.

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6.10 In items that are not exclusive for the participation of micro-enterprises, small companies and individual micro-entrepreneurs, whenever the bid is not accepted, and before the Auctioneer moves on to the next one, there will be a new verification by the system of the possible occurrence of a fictitious tie, provided for in articles 44 and 45 of Federal Complementary Law No. 123, of 2006, following the discipline previously established, if applicable.

6.11 After analyzing the acceptance of the bid, the Auctioneer will verify the bidder's qualification, observing the provisions of this Public Notice.

7. PRESENTATION OF THE BID AND THE QUALIFICATION DOCUMENTS

7.1 Bidders will send, exclusively through the electronic system, the proposal with the description of the object offered and the final price proposed (according to the model in Annex III) and the qualification documents (according to Annex II), by the date and time set 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 that appear in the Unified Supplier Registration System (SICAF), and the Unified Register of Suppliers of the State of Paraná (CAUF-PR), provided that these documents are up to date, ensuring that other bidders have the right to access the data contained in the systems.

7.4 Micro-enterprises, small businesses and individual micro-entrepreneurs must submit their qualification documents, even if there are any restrictions on their tax and labor compliance, under the terms of art. 43, § 1 of Federal Complementary Law no. 123 of 2006.

7.5 It is the bidder's responsibility to follow the operations on the electronic system during the public session of the Auction, and the bidder will be responsible for the costs arising from loss of business due to failure to comply with any messages issued by the system or its disconnection.

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

7.7 At this stage of the bidding process, no ranking order will be established between the bids submitted, which will only occur after the negotiation and bid judgment procedures have been carried out.

7.8 The documents that make up the bid and the qualification of the best-placed bidder will only be made available for evaluation by the auctioneer and for public access after the closing of the submission of sealed bids.

8. DESCRIPTION OF THE PROPOSAL

8.1 The bid must be drawn up in accordance with the final value of the bid, without amendments, erasures or interlineations, signed electronically using ICP-Brasil digital certification, by the bidder's legal representative (or their duly qualified attorney) and must contain, in accordance with the model defined in this notice, the identification of the bid, the CNPJ and the bidder's full business name, the description of the product/service offered for each item and/or lot of the bid; the overall value, the unit and overall prices per item and/or lot, quoted in national currency; and the period of validity of the bid, which may not be less than that established in the notice.

8.1.1 The final proposal must comply with the maximum unit prices in the price composition spreadsheet set out in the public notice and its annexes, under penalty of disqualification, even when the lot(s) contain different items and regardless of the dispute criteria.

8.1.2 Companies benefiting from the provisions of ICMS Agreement No. 26/2003 - CONFAZ (item 3.3) must expressly and obligatorily indicate in their bid the taxed price and the untaxed price (which must be equal to or lower than the bidder's price), detailing the percentage discount related to the tax exemption.

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8.1.2.1 For bidders covered by the benefit referred to in item 3.3, and who participate in the tender with the price exempt from ICMS (net price), the sum of the proposed price (net price) and the value of the respective tax may not exceed the maximum value established in the public notice. If this sum exceeds the maximum laid down in the public notice, the auctioneer will disqualify the bid.

8.1.3 Foreign bidders taking part in the bidding process must submit a description of the bid with the appropriate equalization of taxes and duties, in estimated form, for the appropriate equalization.

8.1.3.1 The rates for the composition of the foreign company's bid must be calculated by the company according to the Simulator of the Tax and Administrative Treatment of Imports (<http://www4.receita.fazenda.gov.br/simulador/>), of the Federal Revenue of Brazil, on July 15, 2024, NCM code. 8710.00.00.

PIS rate (%): 2.10 COFINS

rate (%): 9.65

ICMS rate (%): 19, the rate corresponding to the place of destination must be applied, which in this case is the state of Paraná. This rate was established by State Decree No. 701, dated March 3, 2023.

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

8.1.5 Prices must be quoted in Reais, with up to two decimal places after the comma. Values after the second decimal place after the comma will be disregarded.

8.2 Under the terms of §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 complying with the labor rights guaranteed in the Federal Constitution, labor laws, infralegal rules, collective bargaining agreements and terms of adjustment of conduct in force on the date of submission of the proposals, as shown in Annex III.

9. THE RESOURCES

9.1 Any bidder may, in the appropriate field of the e-procurement system, immediately and with good reason, express its intention to appeal, under penalty of estoppel, in relation to the judging and qualification phases, having a period of 3 (three) working days to present the reasons for appeal after the formalization of the end of the stage preceding the award.

9.1.1 Reasons for appeal must be submitted exclusively by electronic means and using ICP-Brasil digital certification.

9.1.2 The other bidders are hereby notified that they may submit a counter-appeal within three (3) working days of the expiry of the deadline for submitting the appellant's reasons, exclusively by electronic means and signed using an ICP-Brasil digital certificate.

9.2 Failure to submit the grounds for appeal within the set time limit will result in the right to appeal lapsing.

9.3 Reasons and counter-reasons for appeal that are not presented in accordance with the provisions of the previous items, or signed by a representative who is not qualified or accredited to answer for the bidder, will not be heard by the auctioneer.

9.4 The records of the bidding process can be accessed by interested parties via the Citizen Information Service (SIC).

9.5 If the appeal is accepted, only the act that cannot be used will be invalidated.

10. AWARD AND APPROVAL

10.1 After examining the acceptability of the bid, the regularity and qualification of the winning bidder, as well as the technical analysis of the samples, when required, the bidding procedure will be forwarded by the auctioneer to the highest authority for award and approval.

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10.2 Partial award and homologation of the bidding procedure will be allowed when its object has more than one lot.

11. CONTRACT, RECEIPT AND PAYMENT

11.1 The successful bidder will be notified to sign the contract or withdraw the commitment note (or equivalent document) within 5 (five) working days, extendable at the discretion of the contracting body or entity, under penalty of forfeiting the right to contract and incurring the penalties provided for in this notice.

11.1.8 In the case of a foreign company, payment will be made by means of a letter of credit guaranteed by a first class bank, under the terms of the legislation in force, obliging the company to submit a Commercial Invoice, accompanied by the Packing List. This Commercial Invoice is used to formalize the purchase order and will serve as the basis for obtaining import licenses, noting that:

a) Payment will be made in United States Dollars (US\$) or Euros (EUR) or Pounds Sterling (Lib) or in Brazilian Real (BRL), by opening an irrevocable and irreversible documentary credit with the issuing bank Banco do Brasil S/A, in the corresponding amount in the currencies mentioned herein, according to the price defined in the public session, considered as the price proposal accepted and priced in the proforma invoice, in compliance with the provisions of Federal Law no. 4.320/64; Federal Law no. 10.192/01 and Decree Law no. 85/69, approved by the International Chamber of Commerce.320/64; Federal Law No. 10.192/01 and Decree Law No. 857/69, adopting the Uniform Usage Rules on Documentary Credits (UCP 600), approved by the International Chamber of Commerce (CIC), and the Uniform Rules for Bank Reimbursements, supported by documentary credits, and the documentary credit will be made in the confirmed, irrevocable and non-transferable form and the validity of the documentary credit will be sufficient to cover the execution period defined in this Public Notice and its Annexes.

11.1.9 Invoices that are incorrect will be returned to the issuer and will be due 30 (thirty) days after the date of their valid presentation.

11.1.10 The proforma invoice(s) must be sent to SESP/PR, at the address mentioned in the preamble of the Public Notice, for the purpose of requesting the opening of documentary credit.

11.1.11 All financial operations will be carried out by the financial agent Banco do Brasil S/A, under the order of the person responsible for the account held for this purpose, SESP/PR.

11.1.12 The payment will be suspended until the Central Bank of Brazil - Department for Combating Financial Illicit Activities and Supervision of Foreign Exchange and International Capital has given a favorable opinion, if there are indications of cases listed in Section 2 of Chapter 16 of Title 1 of the Foreign Exchange and International Capital Market Regulations (RMCCI).

11.1.13 Actual payment and settlement under the terms of article 63 of Federal Law No. 4.320/64 will be considered:

a) For Brazilian Contractors: with the deposit of the amounts owed by the Employer into the Contractor's bank account;

b) For foreign contractors: with authorization for the negotiating bank to make the payment to the beneficiary or by deposit in a bank account opened in Brazil in the manner established by the Central Bank of Brazil;

11.1.14 In the event of late payment attributable to the foreign Contractor due to the execution of the object, with a bid in foreign currency, the expenses related to the renewal or extension of the documentary credit (letter of credit) with Banco do Brasil S/A, including those related to the increase in the exchange rate, during the period of payment, will be borne by the Contractor, without prejudice to the respective contractual sanctions;

11.1.15 In the event of late payment attributable to the Brazilian Contractor due to the execution of the object, with a proposal in foreign currency, the expenses related to the increase in the exchange rate in relation to that in force on the expected date of occurrence of the event, during the period of payment, will be reimbursed by the CONTRACTED PARTY, without prejudice to the respective contractual sanctions;

11.1.16 Payment for the acquisition of the object of this Public Notice will be made in national currency, if the contractor is a national company, in US dollars or in Euros, in the case of a foreign company;

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11.1.17 If there is a need to convert national currency values into foreign ones, the official exchange rate in force on the business day prior to payment will be used, observing the legal formalities;

11.1.18 Amounts may be deducted from the payments due to cover the costs of fines, compensation to third parties or other costs for which the contractor is responsible.

11.2 In order to sign the contract or withdraw the commitment note, the successful bidder must be registered in the Unified Register of Suppliers of the Materials, Works and Services Management System - GMS, in order to prove the qualifying conditions set out in the public notice, which must be maintained by the bidder for the duration of the contract.

11.3 Before signing the contract, the Administration will consult the State Informational Registry - Cadin Estadual, in view of the prohibition contained in art. 3, item I, of State Law No. 18.466, of 2015.

11.4 Payments will be conditional on the creditor previously informing the financial institution contracted by the state of the current account details, in accordance with the provisions of State Decree No. 4,505 of 2016, subject to the exceptions provided for in the same rule.

11.5 If the successful bidder fails to provide the proofs set out in items 11.2 and 11.4 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 State Decree No. 10.086/2022, or call the remaining bidders, in the ranking order, to conclude the contract under the conditions offered by the winning bidder.

11.5.1 The unjustified refusal of the successful bidder, or a justification not accepted by the Administration, will result in the initiation of an independent administrative procedure for the possible application of administrative sanctions.

11.5.2 In the event that none of the bidders accepts the contract under the terms of item 11.5, the Public Administration may call the remaining bidders, in the ranking order, to conclude the contract under the conditions offered by them, provided that the amount is equal to or less than the estimated budget for the contract, including updated prices, under the terms of the call for bids.

11.6 Delivery, receipt of the object of the bid and payments will be made at the place, within the time limits and in the manner set out in the annexes to this notice.

11.7 In the event of late payment, provided that the Contractor has not contributed to this, it is agreed that the financial compensation rate due by the Employer, between the due date and the actual 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 scheduled payment date and the actual payment date; PV = Amount of the installment to be paid.

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

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

TX = Percentage of the annual rate = 6%.

11.8 Before each payment is made, the Contracting Party must consult the National Public Procurement Portal and the Materials, Works and Service Management System (GMS) to verify that the qualifying conditions set out in this notice have been maintained.

12 ADMINISTRATIVE SANCTIONS

12.1. Bidders and contractors who incur infractions are subject to the administrative sanctions provided for in Article 156 of Federal Law No. 14.133 of 2021 and Articles 193 to 227 of Decree No. 10.086 of January 17, 2022, without prejudice to any criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

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- 12.2.** The fine may not be less than 0.5% (five tenths of a percent), nor more than 30% (thirty percent) of the total value of the lot in which it participated or of the contract, in addition to the following variations:
- a) a fine of 0.5% to 5%, in the case of infractions provided for in art. 195 of State Decree 10.086/2022;
 - b) a fine of 5% to 30%, in the case of infractions provided for in art. 196 of State Decree 10.086/2022;
 - c) a fine of 15% to 30%, in the case 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 articles 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, arising from other contracts signed between the parties, in which case the Administration will withhold payment until the fine is paid, to which the bidder or contractor agrees.
- 12.4.1.** The withholding of payment from other contracts by the Public Administration, in the period between the final decision imposing the fine and its fulfillment, suspends the flow of time for the Administration, and does not imply default, nor does it generate financial compensation.
- 12.5.** Daily late payment fine of up to 0.3% (three tenths of a percent), calculated on the total value of the contract or the overdue portion, up to the 30th (thirtieth) day of late delivery; from the 31st (thirty-first) day onwards, the late payment fine will be converted into a compensatory fine, and the provisions of the above items will apply.
- 12.6** The procedure for applying sanctions will follow the provisions of Chapter XVI of 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 invitation to tender, including the procedure for applying administrative sanctions, the provisions of Federal Law No. 14.133 of 2021 and Decree No. 10.086 of 2022 shall be observed.
- 12.8** Without prejudice to the sanctions provided for in the previous items, the administrative and civil liability of legal entities for acts against the Public Administration, national or foreign, in the participation in this bidding process and in the contracts or links derived from it, will also take place in the manner provided for in Federal Law No. 12.846, of 2013, and regulations within the scope of the State of Paraná.
- 12.9** Any penalties applied will be entered in the National Public Procurement Portal (PNCP) and in the Unified Register of Suppliers of the State of Paraná (CAUF-PR).

13 GENERAL PROVISIONS

- 13.1** All time references in this notice correspond to Brasilia-DF time.
- 13.2** In the event of a public holiday or other supervening event that prevents the public session for the opening of bids from being held on the date specified in the public notice, it will automatically be transferred to the first subsequent working day, at the same time, regardless of further communication.
- 13.3** The auctioneer may take steps to clarify or supplement the process.
- 13.4** The bidder is responsible for the burden arising from loss of business resulting from failure to comply with any messages issued by the auctioneer or the system, even if they are disconnected.
- 13.5** Failure to present any document or presentation with expired validity will result in the bidder being disqualified or disqualified.
- 13.6** Documents that do not mention the expiration date will be considered valid for 90 (ninety) days from the date of issue, unless otherwise stipulated by law.
- 13.7** Bidders will send the documents required in this tender exclusively through the system referred to in item 1.1 of the General Conditions for Electronic Tendering or by e-mail. The auctioneer, if deemed necessary, will verify the authenticity and veracity of the document.

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13.8 The auctioneer may, in the public interest, overlook merely formal faults that do not compromise the fairness and real content of the bid, and may take steps to clarify or supplement the bidding procedure, including requesting opinions.

13.9 The holding of the tender does not necessarily imply the total or partial contracting of the amount foreseen, as estimated, and the competent authority may even revoke it, in whole or in part, due to supervening facts, in the public interest, or annul it for illegality, ex officio or at the request of the interested party, by means of a written and reasoned manifestation, ensuring the adversarial process and a broad defense, as provided for in art. 71 of Federal Law No. 14,133, of 2021.

13.10 The court of jurisdiction is that of the Metropolitan Region of Curitiba - Central Court of Curitiba, where all issues not resolved in the administrative sphere will be settled.

The official who signs this notice and its annexes certifies that he/she has fully complied with the Standardized Draft approved by the Attorney General of the State of Paraná.

Curitiba, December 5, 2024.

Luciano José de Lima
Support Team
SEAP/DECON/DL

Jhonatan Fioravante Head
of Division
SEAP/DECON/DL

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ANNEX I

TERMS OF REFERENCE

1 OBJECT

1.1 Bidding process for the purchase of a Water Launcher Vehicle (WLV) to meet the demands of the Riot Police Battalion, according to the specifications in the spreadsheet below:

Lot 1	Description of the object	Additional requirements of the item	QUANT.	Maximum unit value	Maximum total value
Item 1	Water Launch Vehicle (WLV) GMS: 2304.93474	It must have workshops that carry out the necessary maintenance	01	R\$ 4.338.160,00	R\$ 4.338.160,00

Lot 1	Description of the object	Additional item requirements	QUANT.	Maximum unit value	Maximum total value
Item 1	Water Launch Vehicle (WLV) GMS: 2304.93474	It must have workshops that carry out the necessary maintenance	01	US\$ 844.000,00	US\$ 844.000,00

1.1.2 Referential values based on the exchange rate of the DOLLAR, US\$ 1.00 R\$ 5.14, on the website of the Central Bank of Brazil on May 23, 2024;

1.1.2.1 The competition criterion will be the unit value of the item (VLA);

1.1.3 Foreign companies must submit their proposals and bids with an equalized value (including all taxes and duties);

1.1.4 For the purposes of equalization, the Tax on Industrialized Products (IPI), the Tax on the Circulation of Goods (ICMS), PIS and COFINS will be considered taxes, in accordance with the legal provisions of Federal Law 14.133/2021 and Paraná State Decree 10.086/22.

1.1.4.1 The rates for the composition of the foreign company's bid must be calculated by the company according to the Simulator of the Tax and Administrative Treatment of Imports (<http://www4.receita.fazenda.gov.br/simulador/>); of the Federal Revenue of Brazil, on July 15, 2024, NCM code. 8710.00.00.

PIS rate (%): 2.10 COFINS

rate (%): 9.65

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ICMS rate (%): 19, the rate corresponding to the place of destination must be applied, which in this case is the state of Paraná. This rate was established by State Decree No. 701, dated March 3, 2023.

1.1.5 The maximum estimated values for the bid must include all operating costs, social security, labor, tax and commercial charges, including those arising from all acts necessary for customs clearance, including fees, tariffs and taxes relating to import licensing, customs clearance, unloading of the transport vehicle, customs storage, capatazia, airport charges, freight and any other charges that may be necessary, cargo handling costs, including any third-party services or labor due in the country of origin and/or in Brazil, as the case may be, and any other costs that may directly or indirectly affect the object of the bid, including indicating the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective highlight;

1.1.6 The Mercosur Common Nomenclature (NCM) codes for the object in question are 8710.00.00;

1.1.7 The International Trade Term - INCOTERM to be adopted will be DPU (Delivered At Place Unloaded), and the contractor must also bear any additional costs for customs clearance, freight and insurance until unloading at the address indicated by the buyer;

1.1.8 Together with the proposal, the best-ranked bidder must send the Catalog and the Detailed Technical Description of the OBJECT, indicating the requested technical characteristics of the equipment offered, which must be equal to or greater than those indicated in the Technical Description of this Term of Reference, and all the characteristics required in the public notice must be spelled out in the documentation. Please note that links for verification on the Internet will not be accepted. Failure to comply with these characteristics and documentary reference for the purposes of proof will result in the tenderer being disqualified, due to the lack of elements to support the evaluation of the Materials Examination and Receipt Committee.

1.1.9 The vehicle must run on the best quality diesel fuel, such as S10.

1.1.10 The vehicle must be plotted in accordance with the parameters established by General Command Ordinance No. 1081 of December 28, 2023. (Visual Identity Manual for the Fleet Employed by the Paraná Military Police), attached.

1.1.11. The contractor must provide proof of the maturity of the project, evidenced by a history of use by a national or foreign public/private/police/military security agency for at least two (2) years. Proof may be provided by means of a sales contract, end-user certificates, invoices and/or a statement from the police/military agency;

1.1.11.1 If the model offered does not have proof of maturity in accordance with item 12.5, proof of other similar projects by the manufacturer will be allowed, to prove operational maturity through the presentation of a sales contract, invoices and/or a statement from the public/private/police/military security agency for other projects, demonstrating that the manufacturer has a good track record in vehicle development;

1.1.11.2 The maturity of the project and/or manufacturer is therefore essential to ensure that the vehicle to be purchased has desirable safety, reliability, resistance, robustness, durability, maintenance, replacement and after-sales features. Furthermore, it is imperative that these characteristics have been realistically tested in the numerous adverse conditions inherent to police activity, which should be presented together with the prototype;

1.1.11.3 The history of use by other public/private/police/military security agencies of the same or similar vehicles from reliable manufacturers, with no records of problems, breakdowns or major failures, provides a guarantee that the vehicle will preserve its safety and reliability characteristics, even when subjected to the adverse conditions typical of police activity.

1.1.12 Reports and certificates issued by independent, accredited and recognized laboratories in the field of analysis (INMETRO or SATRA accredited body or other certifying body) with proven capacity to evaluate the characteristics and properties of the object being bid on, proving the requirements of the technical specifications, must be presented;

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1.1.12.1 All documents requested or presented in this tender and subsequent contract must be in the native language (Brazilian Portuguese) and/or translated into Brazilian Portuguese, including technical documentation (manuals, catalogs);

1.1.12.2 Reports and other official documents must be translated by a sworn translator;

1.1.12.3 Other documents such as manuals and folders may be translated freely;

1.1.12.4 The laboratory(ies) responsible for issuing the test reports dealt with in this TOR may not have any connection with the bidding company;

1.1.12.5 One (1) or more certificates of technical capacity must be presented to prove the supply of the items. Proof can be made by adding up the quantities carried out in as many contracts as the Bidder has available. This is necessary in order to protect the administration and prove that the bidder has the technical ability to deliver the products of the quality intended for the contract and within the stipulated timeframe, especially if they are not off-the-shelf products on the market, as they must meet the requesting party's specific standards.

1.1.13 The dispute criterion to be adopted will be the unit value, because in addition to being an objective criterion for disqualifying a proposal on the basis of value, it avoids inconvenience to the tender adjudicator in the event that the best classified proposal is within the limits of the values practiced in the market (in accordance with the values practiced in the market) but above the value estimated by the body.

1.1.13.1 The maximum estimated values for the bid must include all operating costs, social security, labor, tax and commercial charges, including those arising from all acts necessary for customs clearance, including fees, tariffs and taxes relating to import licensing, customs clearance, unloading of the transport vehicle, customs storage, capatazia, airport expenses, freight and any others that may be necessary, cargo handling costs, including third-party services or labor, due in the country of origin and/or in Brazil, as the case may be, and other costs that may directly or indirectly affect the tendered item, including indicating the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective highlight;

1.1.13.2 The price proposals submitted by foreign bidders or their respective representatives, for the purposes of judging only, must be equalized, plus the charges resulting from the same taxes that exclusively burden bidders established in Brazil with regard to the final sale operation, in accordance with the legal provisions of Federal Law 14.133/2021 and Paraná State Decree 10.086/22;

1.1.14 Any tax, fee, charge, cost or expense, direct or indirect, related to the supply of the object of this bid, omitted or incorrectly quoted in the bid, will be considered as included in the price, and it will not be possible to claim increases under this argument;

1.1.14.1 Only price proposals made in the national currency, Euro, US Dollar or Pound Sterling will be accepted. Bids submitted in a currency other than that requested will be disqualified;

1.1.15 The tie-breaking rules between proposals are detailed in the call for proposals.

1.2 TECHNICAL SPECIFICATIONS

1.2.1 Technical specifications described in Annex I-A

1.2.2 The maximum estimated values for the bid must include all operating costs, social security, labor, tax and commercial charges, including those arising from all acts necessary for customs clearance, including fees, tariffs and taxes relating to import licensing, customs clearance, unloading of the transport vehicle, customs storage, capatazia, airport expenses, freight and any others that may be necessary, cargo handling costs, including, if applicable, third-party services or labor due in the country of origin and/or Brazil, as the case may be, and other costs that may directly or indirectly affect the tendered item, including indicating the appropriate classification in the Mercosur Common Nomenclature/Common External Tariff (NCM)/TEC, with the respective highlight;

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1.2.3 The price proposals submitted by foreign bidders or their respective representatives, for the purposes of judging only, must be equalized, plus the charges resulting from the same taxes that exclusively burden bidders established in Brazil with regard to the final sale operation, in accordance with the legal provisions of Federal Law 14.133/2021 and Paraná State Decree 10.086/22.

1.3 STANDARDIZATION

1.3.1 On the National Public Procurement Portal - PNCP, the Electronic Procurement Catalogue was not inserted, in accordance with art. 174, §2 of Federal Law No. 14.133/2021, nor was the Electronic Procurement and Services Standardization Catalogue created, in order to comply with art. 20, II of Decree No. 10086/2022, and the items were only registered with the Materials and Services Management System - GMS.

1.4 DELIVERY

1.4.1 The product must be delivered in a single installment to the Riot Police Battalion - Avenida Marechal Floriano Peixoto, 1401 - Rebouças- Curitiba/PR, within 240 (two hundred and forty) calendar days from the signing of the contract;

1.4.2 Contact should be made at least 48 hours in advance with one of the soldiers, Captain Barros, Head of the 4th Section - phone: (41)99626-0558 and Sergeant Fabri, Management Assistant - phone: (41)99235-1977.

2. JUSTIFICATION AND PURPOSE OF THE CONTRACT

2.1 The equipment described in this project represents an essential need to modernize the resources of the Riot Police Battalion. Given the current scenario of violent demonstrations and civil disturbances, it is essential to acquire a Water Launch Vehicle (WLV) to meet the demands of dealing with these situations.

2.1.2 Since 2013, we have witnessed a significant increase in popular demonstrations, often resulting in clashes and damage to public and private property.

2.1.3 Radical groups have adopted aggressive tactics, such as the destruction of capitalist symbols and direct confrontations with police forces, putting the physical integrity of security professionals at risk.

2.1.4 The actions of these violent groups involve the use of pyrotechnic artifacts, Molotov cocktails and the construction of barricades with dangerous materials, creating a hostile and dangerous environment for the riot police. In this context, the use of a Water Launch Vehicle (WLV) is an effective solution for dispersing crowds, protecting public facilities and minimizing the damage caused during confrontations.

2.1.5 The acquisition of the VLA will provide a non-lethal approach to controlling civil disturbances, allowing riot police to act more safely and efficiently. The vehicle will be equipped with adequate storage capacity and a long-range water jet, ensuring the effective dispersal of crowds and reducing the risk of injury to both police and protesters.

2.1.6 In addition, the tool will be equipped with advanced safety systems with flameproof features, providing an additional layer of protection for the professionals involved in the operations. This acquisition represents an investment in strengthening the capabilities of the Riot Police Battalion, guaranteeing the operational safety of police officers and reaffirming the Military Police's commitment to protecting and serving society.

2.1.7 Therefore, the acquisition of the Water Launcher Vehicle (WLV) is fundamental for improving the operations of the Riot Police Company, offering an efficient and safe tool for dealing with situations of civil unrest and violent demonstrations, thus contributing to the preservation of public order and the safety of the population.

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3. DESCRIPTION OF THE SOLUTION:

3.1 The main objective of the project to acquire the Water Launch Vehicle (WLV) is to strengthen the capabilities of the Riot Police Battalion in dealing with violent demonstrations and crowd management. In order to achieve this objective, goals, products and expected results were established.

3.1.2 We can also point out that nowadays the Paraná Military Police does not have any vehicle that operates with the aforementioned efficiency, so the Riot Police Battalion needs such a vehicle to add its efforts to the actions of the Turbadors who aim to harm those who value peace and order.

3.1.3 The central goal of the project is to acquire the 4X4 WATER LAUNCHING VEHICLE (WLV), in accordance with the established technical specifications, to guarantee an adequate and modern resource for the security forces. The end product of the project will be an operational and ready-to-use VLA, equipped with advanced safety features such as shock protection and flame retardant systems.

3.1.4 The expected results are diverse. Firstly, it is hoped to strengthen the security of riot police officers, providing them with greater protection and safety during operations. This will be possible thanks to the VLA's characteristics, which will allow officers to act more confidently and efficiently in confrontational situations.

3.1.5 In addition, the VLA will make it possible to effectively and safely disperse crowds during violent demonstrations, reducing direct confrontations between police and demonstrators and minimizing the risk of injury. This dispersal capacity will help maintain public order and preserve the integrity of both the police and the citizens involved in the demonstrations.

3.1.6 The project also aims to strengthen the response capacity of the Riot Police Battalion. The VLA will provide an additional resource for dealing with highly complex situations, contributing to more efficient and safer control in riot operations.

3.1.7 Finally, the acquisition of the VLA is expected to increase the population's sense of security and peace of mind. By demonstrating the police's commitment to guaranteeing the integrity and rights of citizens during violent demonstrations, the VLA will help to promote social harmony and strengthen the bond of trust between the police and the community.

3.1.8 We can point out that because the VLA is very specific in its use, it has a long lifespan, not least because of its extraordinary application.

3.1.9 The items must have a warranty, in the case of the vehicle it must have a warranty based on the time of use or mileage, in which case the total warranty for the vehicle is stipulated to be 33 (thirty-three) months;

3.1.10 The tanks that will be used as reservoirs must have at least a 33-month warranty and the pumps must also have at least a 33-month warranty;

4. PRICE SURVEY

4.1 In this tender, market research was carried out in order to obtain the prices practiced in the region. This information was acquired through the legal parameters required by the New Bidding Law and Decree 10.086/2022. As a result, a critical analysis was made of the values presented, arriving at the value of the bid through the **AVERAGE**, according to the price formation map.

4.1.2 Parameter I - Searches were carried out on the GMS system's price database and on the Price Panel website, which provides data and information on public purchases approved by the Federal Government's Purchasing System - compras.gov.br. There was no consultation available. As attached to the Price Research Report.

4.1.3 Parameter II - Research was carried out into contracts made by the public administration over a period of up to one (1) year, and neither price registration minutes nor contracts still in force were found.

1.4 Parameter III - The websites of establishments that sell and deliver the items listed in this Term were not located. As attached to the Price Research Report.

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4.1.5 Parameter IV - In compliance with the a f o r e m e n t i o n e d parameter, quotations were made with the following suppliers: QUARTZO Engenharia de Defesa, Indústria e Comércio Ltda., EPP, CNPJ no. 05.316.271/0001-74, in the person of Mr. Carlos Alberto, (21) 98196-5393. STREIT Group FZ - LLC - in the person of Mr. Edson Santos (11) 98262-3930 or in the person of Mr. Mario Kogut (41) 99921-0038.

4.1.6 Parameter V - In order to meet parameter V, invoices issued to administration bodies, which had not been located at the time, were searched for on the Federal Transparency Portal. As attached to the Price Research Report.

4.1.7 Parameter VI - There are no official tables for this type of item. As attached to the Price Research Report.

5. PARCELING OUT THE OBJECT

5.1 In the case of the acquisition of the VLA, installments will not be allowed as the item is a complex solution where splitting it up could jeopardize its integrity and/or performance. Some equipment works optimally when it is designed and manufactured as an integrated whole. Dividing it into parts could affect its efficiency or functionality.

5.2 Thus, the justification for not splitting up the object stems from the foreseeable damage to the public administration if the set is split up, since the use of the items is synchronous, which is why the slightest change in the functionality of one item can cause a problem in the whole set, requiring the material to be written off until the fault is resolved. For this reason, the desired equipment must be uniform in operation, standardized in performance and efficient for carrying out the core business and training;

6 SUSTAINABILITY

6.1 Art. 362. In the case of the acquisition of goods, the Administration must provide that the contractor will adopt the following sustainability practices, where applicable:

I - that the goods are made, in whole or in part, of recycled, non-toxic, biodegradable material, in accordance with specific ABNT standards;

II - that environmental requirements are met in order to obtain certification from the National Institute of Metrology, Standardization and Industrial Quality (INMETRO) as sustainable products or products with a lower environmental impact compared to their similar products;

III - that the goods should preferably be packed in suitable individual packaging, with the smallest possible volume, using recyclable materials, in order to guarantee maximum protection during transportation and storage;

IV - that the goods do not contain hazardous substances in concentrations above those recommended in the RoHS (Restriction of Certain Hazardous Substances) directive, such as mercury (Hg), lead (Pb), hexavalent chromium (Cr(VI)), cadmium (Cd), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs).

6.2 Sustainability in the automotive industry involves practices that reduce the environmental impact during the life cycle of a vehicle, from its manufacture to its final disposal.

7. HIRING MICRO AND SMALL BUSINESSES

7.1 Under the terms of art. 48, I of Complementary Law 123/2006, considering the maximum value of the contract exceeds R\$ 80,000.00 (eighty thousand reais), the lot will not be exclusively destined for the participation of micro and small companies, paying homage to broad competition.

7.2 As a tie-breaking criterion, preference will be given to micro and small companies, in accordance with article 44, § 1 and 2 of Complementary Law No. 123/2006 and subsequent amendments.

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8. CLASSIFICATION OF COMMON GOODS AND SERVICES

8.1 The object(s) of this bid are classified as common good(s), as they have usual market specifications and quality standards defined in the public notice, as established in item XIII of art. 6 of Federal Law no. 14.133, of 2021.

9. THE PLACE AND TIME OF DELIVERY, AND THE CRITERIA FOR ACCEPTANCE OF THE OBJECT

9.1.1 The maximum period for delivery of the goods is 240 (two hundred and forty) days, counting from the signing of the contract for the Receipt of the Prototypes, and up to 30 (thirty) calendar days, counting from the issue and notification of the Term of Receipt of the Prototypes issued by the Technical Commission for Receipt of the Material (CTRM), see item and delivery of the Reports, in a single shipment, at the addresses indicated in item "1.4.1." of this TR, replicated below:

PMPR

Riot Police Battalion - BPCHOQUE 4th Section (P4) - Avenida Marechal Floriano Peixoto, 1401 - Rebouças - Curitiba - PR - CEP 80.230-110. Contact us by e-mail at bpchoque- projetos@pm.pr.gov.br.

9.1.2 Delivery must be scheduled at least seven (7) working days in advance. Under no circumstances may delivery be carried out without the prior contact and approval of the Contract manager/fiscal officer.

9.1.3 The delivery of the object must be made at the locations indicated above, and the CONTRACTED PARTY will be responsible for all direct and indirect costs of import, international transport insurance, packaging, various insurances, transport, taxes, labor and social security charges arising from the supply, international transport insurance, international freight, motor freight, postal correspondence, assembly, warranty, technical assistance, technical responsibility, technical delivery, domestic transport and freight, taxes, fiscal contributions, parafiscal contributions, fees (Siscomex, port company fees, RADAR fees, import license fees, customs clearance fees, customs warehousing fees, capatazia fees, airport fees and any other fees that may be necessary), cargo handling fees, third-party services or labor fees, due in the country of origin or in Brazil, as the case may be, issuance of the respective letter of credit and other costs that may be incurred directly or indirectly in the tendered object, in addition to those provided for in the Technical Specifications, in accordance with the terms of Annex I-A of this TOR.

9.1.4 The CONTRACTED PARTY is responsible for obtaining the import license, paying for insurance, transport, depositing the equipment, clearance costs and all customs formalities costs payable on importation.

9.1.5 The CONTRACTING PARTY will provide all the documentation it is responsible for, which is necessary for the CONTRACTED PARTY to carry out customs procedures, with the aim of obtaining tax exemption, in accordance with legal provisions (Federal Law No. 8.032/90).

9.1.6 RECEIPT OF PROTOTYPES:

9.1.6.1 The prototypes will be received at the manufacturer's premises for each batch contracted and produced for delivery.

9.1.6.2 The goods will be provisionally received within a maximum of 90 (ninety) calendar days from the date the contract or amendment is signed;

9.1.6.3 The prototypes will be received at the Contractor's factory by a Technical Material Receipt Commission (CTRM), made up of at least one (1) technical and trained state civil servant from each of the participating institutions and one (1) career civil servant from SESP, who will be appointed by the competent authorities of each institution;

9.1.6.4 The costs of the civil servants will be borne by the public administration;

9.1.6.5 The CTRM will draw up the respective Statement of Receipt of the Prototypes, which will be formalized within 10 (ten) working days of the conclusion of the inspections and receipt of reports issued by an independent and accredited laboratory;

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9.1.6.6 For the purposes of verifying compliance of the contracted objects with the Technical Specifications, in accordance with the terms of Annex IA of this TR, CTRM must carry out the following inspections:

9.1.6.7 Documentary, through detailed technical descriptions, certifications and reports to prove compliance with the requirements of the Technical Specifications, in accordance with the terms of Annex IA of this TR;

9.1.6.8 The Reports and Certifications must be issued by an independent laboratory, accredited and recognized in the area of analysis (a body accredited by INMETRO or SATRA or another certifying body), with proven capacity to evaluate the characteristics and properties of the object bid, which prove the requirements of the technical specifications; **9.1.6.9** Bidders must present the registrations, certificates and other legal

documents authorizing the sale of motor vehicles, with national and/or international bodies, as applicable.

9.1.6.10 To verify international technical quality standards applied in the manufacturing process of the tactical vehicle to be supplied, the presentation of certifications and/or laboratory test reports relating to the chassis and mechanics of the vehicles will be required during the qualification phase - proposal analysis stage;

9.1.6.11 The reports and certifications will be considered sufficient for acceptance or to require replacement of the product when the result of the analysis is unfavorable, that is, different from the specifications required in the notice;

9.1.6.12 Thorough verification of the technical conformity of the Terms of Reference.

9.1.6.13 The costs related to the issuance of laboratory reports will be borne by the CONTRACTOR;

9.1.6.14 The Prototype Receipt Term, issued by CTRM after complete analysis of all the above-mentioned issues, and must be signed by CTRM and the CONTRACTOR's representative, indicating all the characteristics of the receipt process when the prototypes will be declared "Approved" or "Rejected";

9.1.6.15 During inspections and checks relating to the receipt of prototypes, if discrepancies are identified by the CONTRACTOR, it will be up to the CONTRACTOR to make the relevant corrections immediately, with the conclusion of the first stage of receipt of prototypes being subject to the completion of these corrections.

9.1.6.16 THE CONTRACTOR must inform the CONTRACTOR, at least 60 (sixty) calendar days in advance, that the vehicle is ready for inspection, without prejudice to the deadline provided for in this Term of Reference for final delivery.

9.1.6.17 THE CONTRACTOR shall grant access to CTRM representatives, upon request, to the location where the vehicles and their assembly line are located, at any time, from the date proposed for the start of manufacturing of the objects;

9.1.6.18 In the event of non-conformity in the batch produced and contracted for delivery, the contractor must compensate the public administration for the costs related to the travel of employees in full;

9.1.6.19 If the nonconformities are corrected, a new assessment will be carried out by the same CRTM, in the same terms as the aforementioned items, in those that present inconsistencies.

9.1.6.20 Provisional delivery will be made for each batch contracted and produced for delivery;

9.2 FINAL RECEIPT

9.2.1 The goods will be definitively received within a period of up to 30 (thirty) calendar days, counted from the issuance and notification of the Prototype Receipt Term, issued by the CTRM designated for the case.

9.2.2 The final receipt will occur at the headquarters of each of the institutions participating in this process, by the CTRM, which will be designated by the competent authority of each institution, at the addresses cited for receipt; **9.2.3** If any irregularities or non-

conformities are found during inspections of the delivered objects, the batch will not be accepted by the Technical Commission for Receiving Material (CTRM), and the

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manufacturer, arrange for the replacement of the non-compliant material in said batch, within 30 (thirty) calendar days, without prejudice to the applicable penalties provided for in the notice;

9.2.4 The delivery batch that presents changes that diverge from these Technical Specifications, in accordance with Annex IA of this TR, as improvements or replacements by the manufacturer, without prior consent from the Material Receiving Technical Committee (CTRM), will not be accepted, differing the product from unrestricted compliance with these Technical Specifications, in accordance with Annex IA of this TR, and any discrepancies must be corrected within 60 (sixty) calendar days, without prejudice to the applicable penalties provided for in the notice;

9.2.5 The issuance of the Examination and Receipt Certificate (TER) by CTRM attesting to the conformity of the nominal analyses, in view of the non-presentation of elements of rejection within the scope of the visual, laboratory and metrological inspections carried out, will be provided by CTRM within 15 (fifteen) calendar days, counted from the effective delivery of the object, duly cleared;

9.2.6 In the event of any nonconformities found or doubts that cannot be technically resolved by CTRM, it may use, at its convenience, the support of a technical certification body or company for qualitative and metrological assessment of the material delivered and in comparison with this specification and reports eventually produced linked to the product and presented by the manufacturer, within the deadlines established by such bodies, with the winning manufacturer bearing the burden arising from these procedures.

9.3 CONDITIONS OF ACCEPTANCE:

9.3.1 The batch will be accepted by CTRM, when the Technicians, designated by the Public Administration, issue a Term of Examination and Receipt (TER), attesting to the conformity of the nominal analyses performed, in view of the non-presentation of elements of rejection within the laboratory scope of the participating Institutions and/or external analyzing bodies selected by the Public Administration (according to convenience and opportunity in view of the public acquisition) in the person of the Competent Authority for the case.

9.3.2 Furthermore, in order for the contractual execution to proceed in the best possible manner, in view of the internationalization of the event, the contracted company must bear all operational costs, social security, labor, tax and commercial charges, including those arising from all acts necessary for customs clearance, including fees, tariffs and taxes related to import license, customs clearance, unloading of the transport vehicle, customs storage, stevedoring, airport expenses, international and national freight and others that may be necessary, costs with cargo handling, including, possibly, with third-party services or labor, due in the country of origin and/or in Brazil, as the case may be and other costs that may directly or indirectly affect the object of the bid, including indicating the appropriate classification in the Common Nomenclature of Mercosur/Common External Tariff (NCM)/TEC, with the respective highlight.

Also considering the charges, for the purpose of comparing the proposals, the Tax on Industrialized Products (IPI), the Tax on Circulation of Goods (ICMS), PIS and COFINS.

9.3.3 It should also be considered as a Foreign Trade modality and International Trade Term – INCOTERM, which will be adopted, the DPU - DELIVERED AT PLACE UNLOADED (Delivered at the Designated Place Unloaded).

9.3.4 The delivery of the object must be made at the headquarters of the participating institutions, as described in the aforementioned items, with the CONTRACTOR being responsible for all direct and indirect expenses related to imports, international transport insurance, packaging, various insurances, transportation, taxes, labor and social security charges arising from the supply, international transport insurance, international freight, motorcycle freight, postal correspondence, assembly, warranty, technical assistance, technical liability, technical delivery, national transport and freight, taxes, duties, tax contributions, parafiscal contributions, fees (Siscomex, airline, import license RADAR, customs clearance, customs storage, stevedoring, airport expenses and others that may be necessary), costs related to cargo handling, third-party services or labor, due in the country of origin or in Brazil, as the case may be, issuance of the respective letter of

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11.1.8 In the case of a foreign company, payment shall be made by means of a letter of credit guaranteed by a first-class bank, in accordance with the legislation in force, and the company shall be required to present a Commercial Invoice, accompanied by the Packing List. This commercial invoice serves to formalize the purchase order and will serve as a basis for obtaining import licenses, noting that:

a) Payment will be made in United States Dollars (US\$) or Euros (EUR) or Pounds Sterling (Lib) or in Brazilian Real (BRL), through the opening of an irrevocable and irreversible documentary credit with the issuing bank Banco do Brasil S/A, in the corresponding amount in the currencies mentioned herein, according to the price defined in the public session, considered as an accepted price proposal and priced in the pro-forma (proforma invoice), in compliance with the provisions of Federal Law No. 4,320/64; in Federal Law No. 10,192/01 combined with Decree Law No. 857/69, adopting the Uniform Rules of Use on Documentary Credits – (UCP 600), approved by the International Chamber of Commerce – (CIC), combined with the Uniform Rules for Bank Reimbursements, supported by documentary credits, and the documentary credit will be made in the confirmed, irrevocable and non-transferable form and the validity of the documentary credit will be sufficient to cover the execution term defined in this Notice and its Annexes.

11.1.9 Invoices that contain errors will be returned to the issuer and will be due 30 (thirty) days after the date of their valid presentation.

11.1.10 The proforma invoice(s) must be sent to SESP/PR, at the address mentioned in the preamble of the Notice, for the purpose of requesting the opening of documentary credit.

11.1.11 All financial transactions will be carried out by the financial agent of Banco do Brasil S/A, under the order of the person responsible for the account created for this purpose, SESP/PR.

11.1.12 Payment will be suspended until a favorable decision is issued by the Central Bank of Brazil – Department for Combating Financial Illicit Activities and Supervising Exchange and International Capital, if there is evidence of cases listed in Section 2, Chapter 16, Title 1 of the Regulation of the Exchange and International Capital Market (RMCCI).

11.1.13 The effective payment and settlement under the terms of article 63 of Federal Law No. 4,320/64 will be considered:

a) For Brazilian Contractor: with the deposit of the amounts due by the Contracting Party into the Contractor's bank account;

b) For foreign Contractor: with authorization for the negotiating bank to make the payment to the beneficiary or by deposit into a bank account opened in Brazil in the manner established by the Central Bank of Brazil;

11.1.14 In the event of delay in payment attributable to the foreign Contractor due to execution of the object, with a proposal in foreign currency, the expenses related to the renewal or extension of the documentary credit (letter of credit) with Banco do Brasil S/A, including those related to the increase in the exchange rate, in the period of fulfillment, will be borne by the Contractor, without prejudice to the respective contractual sanctions;

11.1.15 In the event of delay in payment attributable to the Brazilian Contractor due to execution of the object, with a proposal in foreign currency, the expenses related to the increase in the exchange rate in relation to that in force on the expected date of occurrence of the event, in the period of fulfillment, will be reimbursed by the CONTRACTOR, without prejudice to the respective contractual sanctions;

11.1.16 Payment for the acquisition of the object of this Notice will be made in national currency, if the contractor is a national company, in US dollars or in Euros, in the case of a foreign company;

11.1.17 If there is a need to convert amounts from national currency to foreign currency, the official exchange rate in effect on the business day prior to payment will be used, in compliance with legal formalities;

11.1.18 Amounts to cover expenses related to fines, compensation to third parties or other expenses for which the contractor is responsible may be discounted from payments due.

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12. SUPPLIER SELECTION CRITERIA AND CONTRACTING REQUIREMENTS

12.1 The requirements for legal qualification and tax and labor regularity are the usual ones for most objects, as set out in the notice.

12.2 The economic and financial qualification criteria to be met by the supplier are set out in the notice;

12.3 The technical qualification criteria to be met by the supplier will be certificates of technical-operational capacity, proving that the bidder has already supplied relevant goods that are compatible in characteristics, quantities and deadlines with the object of the contract;

12.3.1 The Administration must attach to the records justifications for the fixed percentage of capital or minimum net worth, limited to 10% (ten percent) of the estimated value of the contract (§ 4 of art. 69 of Federal Law No. 14,133, of 2021), ensuring that it does not restrict the competitive nature of the contest.

12.4 The price acceptability criteria will be:

12.4.1 Global Value: The maximum global price estimated for this bidding process is R\$4,338,160.00 (four million three hundred and thirty-eight thousand one hundred and sixty reais) or US\$844,000.00 (eight hundred and forty-four thousand dollars).

12.4.2 Unit values: as per price composition spreadsheet attached to the notice;

12.5 The proposal evaluation criteria are defined in item 2 of the Specific Auction Conditions.

12.6 The tie-breaking rules between proposals are those specified in the notice.

13 SUBJECTIVE CHANGE

13.1 The continuation of the administrative contract is admissible when there is a merger, split or incorporation of the Contractor with another legal entity, provided that:

- a) the new legal entity complies with all qualification requirements set out in the original bidding process;
- b) the other clauses and conditions of the contract are maintained; and
- c) there is no harm to the execution of the agreed object and there is express consent from the Administration to the continuation of the contract.

13.2 The subjective change referred to in item 13.1 must be formalized by means of an addendum to the contract.

14. SUBCONTRACTING

14.1 This object does not allow Subcontracting

15. PERFORMANCE GUARANTEE

15.1 There will be no requirement for contractual performance guarantee, for the reasons justified below:

15.1.1 The nature of the work may be such that the risks associated with non-performance are minimal or manageable without additional assurances.

15.1.2 The contracted company or individual may have a proven track record of reliable performance on similar contracts, reducing the need for additional guarantees.

15.1.3 Previous successful relationships with the contractor may demonstrate an appropriate level of trust and commitment to performance.

15.1.4 There are other forms of risk mitigation that have been implemented, such as penalty clauses for non-compliance or regular inspections and audits of progress.

16. CONTRACTUAL WARRANTY OF GOODS

16.1 The contractual warranty period for goods, in addition to the legal warranty, is at least 33 (thirty-three) months, totaling 36 months, or the period provided by the manufacturer, if longer, counted from the date of purchase.

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first business day after the end of the legal warranty period. Tanks that will be used as reservoirs must have at least a 33-month warranty and pumps must also have at least a 33-month warranty, totaling 36 months plus the legal warranty;

16.2 The guarantee will be provided with a view to keeping the equipment supplied in perfect conditions of use, without any additional burden or cost for the Contractor.

16.3 The warranty covers the performance of corrective maintenance of the goods by the Contractor itself, or, if applicable, by means of authorized technical assistance, in accordance with specific technical standards.

16.4 Corrective maintenance is understood as that intended to correct defects presented by goods, including the replacement of parts, carrying out adjustments, repairs and necessary corrections.

16.5 Parts that present defects or faults during the warranty period must be replaced with new, first-use, original parts that present quality and performance standards equal to or higher than those of the parts used in the manufacture of the equipment.

16.6 Once notified, the Contractor shall repair or replace any goods that present a defect or fault within a period of up to 30 (thirty) business days, counting from the date the equipment is removed from the Administration's premises by the Contractor or by authorized technical assistance.

16.7 The term indicated in the previous subitem, during its course, may be extended once, for the same period, upon written and justified request from the Contractor, accepted by the Contracting Party.

16.8 In the event of the subitem above, the Contractor must provide equivalent equipment, with specifications equal to or higher than those previously supplied, for temporary use by the Contractor, in order to guarantee the continuity of administrative work during the execution of repairs.

16.9 After the deadline for repairs and replacements has elapsed without the Contractor's request being met or the Contractor presenting justifications, the Contractor is authorized to hire a different company to carry out the repairs, adjustments or replacement of the item or its components, as well as to demand reimbursement from the Contractor for the respective costs, without this resulting in the loss of the equipment warranty.

16.10 The cost of transporting equipment covered by the warranty will be the responsibility of the Contractor.

16.11 The legal or contractual guarantee of the object has its own term of validity and is separate from that established in the contract, allowing for the possible application of penalties in the event of non-compliance with any of its conditions, even after the contractual term has expired.

17 VALIDITY:

17.1 The contract to be signed will be valid for 12 (twelve) (months).

17.1.1 The term of validity will be automatically extended if its purpose is not completed within the period established in the contract.

17.1.1.1 When non-completion is due to the contractor's fault:

a) the contractor will be in default, and the respective administrative sanctions will be applicable to him;

b) the Administration may choose to terminate the contract and, in this case, will adopt the measures permitted by law for the continuation of the contractual execution.

18. ADJUSTMENT.

18.1 The frequency of adjustment of the value of this contract will be annual, as provided for in Federal Law No. 10,192 of 2001, using the IPC-R index.

18.1.1. The date of 24/05/2024 is set as the estimated budget date.

18.1.2. The adjustment will be granted by means of a simple annotation, as provided for in art. 136 of Federal Law No. 14,133 of 2021.

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18.1.3 In subsequent adjustments to the first, the minimum interval of one year will be counted from the last adjustment.

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

18.1.5 The granting of adjustments not paid at the appropriate time will be determined using a specific procedure.

18.1.6 The contractor may request the adjustment of contractual values, by means of a formal request accompanied by supporting documentation, 30 days before the anniversary date of the contract. Failure to submit a request within this period will result in the loss of the right to the adjustment for the corresponding period.

19. BUDGET RESOURCES

19.1 The expenses arising from this contract will be covered by specific resources allocated in the General State Budget for this financial year, in the allocation detailed below:

Management/Unit: (3966);

Source of Resources: (759.000113);

Work Program: (3966.06.181.30.7068);

Expense Element: (4490.52).

20. ADMINISTRATIVE SANCTIONS

20.1 The bidder and the contractor who commit 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 any criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

21. STATE DECREE NO. 10,086, of 2022.

21.1 The civil servants who sign this Term of Reference attest that they have fully observed 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.

21.1.2 Due to the adequacy of the need for the certified object, item 9 of the standardized draft was readjusted to meet the demand of this acquisition.

Curitiba, December 2, 2024

(Capt. QOPM Leandro Pereira)
Commander of the 1st Shock Company

Responsible for preparing the Terms of Reference

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ANNEX IA

1. TECHNICAL SPECIFICATIONS

1.1 Vehicle with impulse water cannon, for use in Civil Disturbance Control activities.

1.1.2 The vehicle must have a commercial or specific chassis and 4x4 traction, equipped with a cabin designed to transport at least 3 equipped police officers (average per operational - 100 kg and 1.85 m in height and operational kits - between 100 and 200 kg of equipment or accessories for collective use) and its own weapons, body consisting of a tank with a capacity of 6,000 liters, equipment and accessories for the water impulsion system to disperse lawbreakers, in addition to a self-defense system;

1.1.3 All indication notices, instructions, components, equipment and operation and maintenance manuals, and their updates, must be prepared in Brazilian Portuguese and delivered to the contractor in printed and digital form;

1.1.4 The vehicle must be delivered with its tools, accessories and equipment necessary to carry out emergency maintenance and be in compliance with the requirements of the notice and the Brazilian Traffic Code (Law No. 9,503, of 09/23/1997);

1.1.5 The vehicle project must be presented by the winning company and analyzed and approved by the special reception committee, with similar items and technologies being admitted, with performance quality and materials superior to those provided for in this descriptive memorial;

1.1.6 The vehicle, as well as all incorporated equipment and accessories, must be adequately sized to meet the purpose for which they are intended;

1.1.7 Minimum of 2 (two) water jet cannons on the vehicle.

1.2 Vehicle description:

1.2.1 Length: between 6,500 mm and 8,000 mm;

1.2.2 Width: between 2,100 mm and 2,900 mm; excluding exterior rearview mirrors.

1.2.3 Height: between 2,600 mm and 3,900 mm;

1.2.4 Wheelbase: between 3,900 mm and 5,000 mm;

1.2.5 Ground clearance (measured between the distance from the ground and the vehicle floor): not less than 450 mm on the cabin floor. At the front of the vehicle and at the rear, not less than 340 mm (to be assessed by the Receiving Committee).

1.2.6 Load carrying capacity: not less than 7,000 kg (crew and vehicle equipped); GVW up to 20 tons. Year of manufacture: 2024 (zero km);

1.3 Engine:

1.3.1 Turbo diesel internal combustion engine;

1.3.2 Cylinders: minimum of 6 cylinders;

1.3.3 Power: minimum 320 hp;

1.3.4 Torque: minimum of 1000 Nm (Newton-meter);

1.3.5 Power supply: electronic fuel injection and management system;

1.3.6 Cooling: liquid;

1.3.7 Suitable for PROCONVE P-7 (Euro 5) emission standard;

1.3.8 Fuel: diesel;

1.4 Minimum performance required:

1.4.1 Final speed (considering GVW or PBT): 100 km/h;

1.4.2 Sustained road speed (considering GVW or PBT): 90 km/h;

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- 1.4.3 Acceleration from 0 to 60 km/h in a maximum of 30 seconds;
- 1.4.4 Braking distance (considering the vehicle at 80 km/h on smooth pavement): maximum 58 meters for dry roads and 82 meters for wet roads;
- 1.4.5 Turning radius: not exceeding 10 meters;
- 1.4.6 Lateral inclination angle: not less than 25°;
- 1.4.7 Angle of entry, attack or approach: not less than 15°;
- 1.4.8 Departure or departure angle: not less than 17°
- 1.4.9 Ramp gradient: not less than 40% (considering the 90° angle);
- 1.4.10 Crossing obstacles under the pavement such as trenches or pits: not less than 500 mm:
- 1.4.11 Overcoming obstacles on the pavement (climbing - vertical obstacle): not less than 300 mm;
- 1.4.12 Depth for traffic submerged in water, considering the vehicle without preparation (without specific accessories and systems, such as snorkel and/or similar) and maintaining the watertightness, operation and movement of the vehicle: not less than 500 mm;
- 1.4.13 Weight to Power Ratio (considering the vehicle with weight – GVW – equipped and embarked crew, having at least 7000 Kg, as per subitem 1.3. of the descriptive memorial): not less than 16 HP/Ton;
- 1.4.14 Maximum range of the main impulse water jet cannon: not less than 60 meters;
- 1.4.15 Horizontal inclination angle of the main impulse water jet cannon: not less than 360°; 1.4.16 Vertical inclination angle of the main impulse water jet cannon: between - 15° and + 50°.
- 1.5 Fuel tank:**
- 1.5.1 Tank capacity: as per manufacturer's specifications, with the vehicle having a minimum range of 500 km at cruising speed, without needing to refuel, with diesel.
- 1.5.2 Radiator and Cooling System:
- 1.5.3 High performance and resistance radiator, formed by a thermostatically controlled bi-metal fan, without loss of engine performance at any ambient temperature;
- 1.6 Transmission and differential lock:**
- 1.6.1 Transmission Type: manual, automatic, semi-automatic or robotic, with at least 5 forward gears and 1 reverse gear;
- 1.6.2 The gear shift system must be installed on the right side of the driver's position and have its own lighting;
- 1.6.3 Traction: 4x4,
- 1.6.7 The vehicle must be equipped with a limited slip differential lock activated by means of a button located on the vehicle's dashboard;
- 1.7 Brake system:**
- 1.7.1 Pneumatic or hydraulic system;
- 1.7.2 Equipped with an ABS (antiblocking system) mechanism, with action on the front and rear axle channels, digitally controlled with monitoring on each wheel;
- 1.7.3 If the vehicle is equipped with pneumatic brakes, it must have an air pressure gauge in each service line, on the panel with an audible alarm calibrated to be activated when there is a drop in pressure;
- 1.7.4 Engine brake activation indicator light, located on the driver's panel;
- 1.7.5 In the event of a vehicle suffering a brake system failure, a system that could make it impossible to remove and move the vehicle will not be permitted;

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1.7.6 Emergency brake with automatic system activated capable of locking in the event of a decrease in air pressure in the system;

1.7.7 Parking brake with MGM type chambers, capable of stopping the vehicle on at least a 30% slope, downwards or upwards;

1.8 Engine Brake:

1.8.1 Auxiliary braking system, acting directly on the engine, known as “engine brake”, with controls installed on the panel.

1.8.2 This system shall be automatically disengaged when the ABS system comes into operation.

1.8.3 It must be connected to the brake lights so that they are activated when the engine brake is applied.

1.9 Suspensions:

1.9.1 Capable of absorbing irregularities in different terrains and/or pavements, of the types - “on Road” and “off Road”, and still keeping all wheels on the ground with full stability and effective traction of the vehicle, consisting of:

1.9.2 Front: Semi-elliptical, parabolic or rigid multi-link spring beam with coil springs, and anti-shock stabilizer bar;

1.9.3 Rear: Rigid axle with semi-elliptical, parabolic spring beam and stabilizer bar.

1.10 Direction:

1.10.1 Hydraulic or electric drive, assisted, with original factory steering wheel, positioned on the left side of the cabin (according to production and use of vehicles on Brazilian roads), with tilt (height) adjustment and allowing full viewing of the panel and instruments;

1.11 Running System (wheels and tires):

1.11.1 Stamped steel wheels with external protection on the rear wheels, to be placed on the spoke itself, with a simple fitting system, secured by a set of screws or by the bodywork itself and tubeless radial tires, for mixed use (On/Off Road), both from the manufacturing line, sized to maintain the vehicle's performance;

1.11.2 “RUN FLAT TIRE OR FLAT PROOFING SYSTEMS” system installed internally to the tires, attached to the wheels, which allows minimum driving autonomy at a speed of 80 km/h for 80 km of distance;

1.11.3 “CTIS (CENTRAL TYRE INFLATION SYSTEM) system, controlled remotely from inside the crew compartment by a control unit for different terrains, capable of compensating in an emergency for loss of pressure in the tires, due to small punctures from objects or impacts from projectiles, preserving the vehicle's drivability, locomotion and maneuverability for at least 20 km;

1.11.4 Two spare wheels with tires fitted, equipped in the same conditions as those installed on the vehicles; these wheels will be delivered together with the vehicles, but will not be installed on them.

2. VHF/UHF DIGITAL MOBILE RADIO TRANSCEIVER

2.1 Follow the technical parameters of VHF/FM mobile transceivers, with analog and digital modulation, encrypted, enabling operation in conventional and trunked radio communication networks, which must be duly installed when requested by the contractor according to the Corporation's needs.

2.1.2 The equipment must be easy to handle and operate, and must be configured to perform the following functions or features:

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2.1.3 Dual mode operation, analog and digital (P25 Phase 1 FDMA and P25 Phase 2 TDMA), on the same radio, programmed by channel.

2.1.4 The digital radio must, when operating in analog mode, be operationally compatible with the analog transceivers in use.

2.1.5 The programmed groups and channels may be any of the following types: VHF analog conventional channel, VHF digital conventional channel, APCO 25 Phase 1 FDMA trunked talkgroup, APCO 25 Phase 2 TDMA trunked talkgroup.

2.1.6 The electronic parameters of digital modulation and signaling of the equipment to be acquired must be those defined in the Common Air Interface of the open standard of the APCO-25 Project, of the Association of Public Safety Communications Officials (APCO).

2.1.7 Meet the compatibility parameters with the APCO 25 Phase 1 FDMA and APCO 25 Phase 2 TDMA standards defined in the documents that reflect the current development status of the protocol. All aspects related to the type of radio purchased must be met, especially those related to **2.1.8** Declaration of Conformity. If any standard under development is published before delivery of the equipment, it must comply with such requirement, and may be updated by firmware after delivery.

2.2 The VHF/FM Digital Mobile Transceiver set must consist of:

2.2.1 01 (one) Radio transmitter-receiver equipment, with 45 Watts of power;

2.2.2 01 (one) Handheld microphone, with spiral cord and support (for telephone interconnection or selective call functions, a keyboard must be available next to the microphone or on the front panel of the radio).

2.2.3 01 (one) External speaker.

2.2.4 01 (one) GPS antenna, with a fixable base, which must be mounted under the vehicle's dashboard, or in another suitable and hidden location, with no possibility of direct access unless the equipment is removed or the dashboard is disassembled.

2.2.5 At least 16 (sixteen) DES-OFB and AES encryption keys to be selected for digital channels.

2.2.6 Fixing bracket assembly accompanied by fixing clips and screws.

2.2.7 01 (one) operating manual in Portuguese.

2.3 Functional Characteristics:

2.3.1 Easy handling and operation.

2.3.2 Operation exclusively in digital mode, programmed by channel, without receiving any type of analog frequency modulation interference.

2.3.3 Dual mode operation, digital or analog on the same radio, programmed by channel.

2.3.4 Have the ability to receive programming of encryption keys of DES-OFB and AES standards, that is, the terminals cannot be delivered blocked to closed or proprietary cryptographic standards.

2.3.5 Allow programming (via Software), for operation in conventional mode and in intelligent control mode, in the VHF band (150 MHz to 174 MHz), and must be compatible with the electronic signaling standards of the APCO-25 Phase 1 FDMA and APCO-25 Phase 2 TDMA standards, using the system resources that allow the radio unit:

2.3.6 Make "Emergency Call".

2.3.7 Respond to "General Call" (Multigroup).

2.3.8 Receive and make "Private Calls", with the conversation limited to the two radio units (origin-recipient).

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2.3.9 Receive “Alert Calls”.

2.3.10 Possibility of receiving and making “Telephone Calls” from the Public Telephone Network, via the system.

2.3.11 When not linked in a message sequence, monitor the System Control Channel that guides you regarding the System “Status” (signaling concept via Dedicated Control Channel).

2.3.12 Initiate a call using “Push to Talk” (PTT) mode, by requesting a Conversation Channel (VOICE), via the Control Channel.

2.3.13 In case of System busy, try automatic re-access until it is completed.

2.3.14 Reception of signaling, by means of an audible indication, that it is in a waiting queue “awaiting channel release”.

2.3.15 Use the Communication Channel, randomly, to be designated by the System during the conversation.

2.3.16 Decode the instructions transmitted by the Control Channel to the Talk Group address to which it is engaged and direct it to the Communication Channel designated by the System Signaling.

2.3.17 When lost, allow its complete disabling, both transmission and reception, through (remote) Command from the Electronic Control Center of the Intelligent Control System, via Radio Frequency, so that this command must be confirmed by the lost equipment.

2.3.18 When recovered, after loss, its complete rehabilitation, both transmission and reception, by means of Command from the Electronic Control Center of the intelligent control system, via Radio Frequency, so that this command must be confirmed by the equipment.

2.3.19 Establish conventional, point-to-point communication, within or outside the Coverage Area of the System.

2.3.20 GPS functionality integrated into the external equipment or accessory allowing the tracking and location of individuals and vehicles.

2.3.21 Have an integrated GPS receiver, with at least 12 channels, enabling consultation of the current position on the equipment display and/or specific accessory, sending geographic coordinates via the radio communication network.

2.3.22 Have a minimum number of conversation groups (intelligent control mode) and/or RF channels (conventional mode): 256 (two hundred and fifty-six), indicated by an alphanumeric digital display on the front panel of the mobile unit.

2.3.23 View RF (Radio Frequency) channels via Display.

2.3.24 Perform channel scanning – enables the radio to monitor multiple channels from a programmable list, as well as to select channels from this list to be monitored, and to participate in a call as soon as activity is detected on any of them. It must be possible to scan digital and analog channels simultaneously, with priority given to scanning on a priority channel.

2.3.25 The radio unit must have the capability of radio-to-radio (point-to-point) operation, without the use of infrastructure in digital and analog modes.

2.4 MINIMUM PANEL CONTROLS:

2.4.1 The radio panel must be of the “remote front” type, and be installed next to the vehicle’s panel “vehicle that will receive the radio”, without prejudice to the vehicle’s devices such as Air Bag, or other accessories installed in the vehicle’s transformation such as light and sound controls. It must also have at least:

2.4.2 On – off.

2.4.3 Volume.

2.4.4 Receive squelch.

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2.4.5 Channel selector.

2.4.6 Button, in red or orange, to activate an emergency alarm.

2.4.7 Alphanumeric keyboard for trunked operation, only if the microphone does not have one.

2.4.8 Display that allows viewing of the channel, identification of other terminals when in the process of communication, and other applicable characteristics of the APCO-25 system.

2.4.9 The radio body (equipment part excluding the front) must be installed in a suitable location so that it is not exposed to humidity, dust, and does not hinder the use of compartments such as trunks, police vans, etc.

2.4.10 All miscellaneous materials such as cables, connectors, extenders, etc. required for the proper functioning of the radio, even if not detailed in this description, must be supplied and installed by the manufacturer/supplier for the complete functioning of the equipment with the remote front.

2.5 Security:

2.5.1 Front airbag system;

2.6 Electrical and Signaling Systems Electrical circuit:

2.6.1 System consisting of at least 2 (two) batteries capable of simultaneously supporting the vehicle's original consumers, as well as all equipment, accessories and adaptations to be incorporated into the vehicle, especially communication equipment, installed in an easily accessible compartment and with connection cables capable of conducting 125% of the maximum current for which the circuit is protected and with terminals covered with anti-corrosive material and also a total vehicle current cut-off with a button installed on the dashboard in order to save the batteries when the vehicle is not in use.

2.6.2 Battery voltage monitoring system that warns when the battery voltage drops below that required for equipment operation;

2.6.3 Alternator to supply the battery system and other vehicle systems, with a power of no less than 150 A, when the engine is idling, capable of satisfying the electrical load consumed by the vehicle and its systems and must be equipped with fully automatic regulation;

2.6.4 If there is a drop in power generation, the voltage must be monitored by a system that provides a visual alert, to avoid failure of the electrical system caused by excessive loss of charge of the battery pack;

2.6.5 All equipment must comply with electromagnetic compatibility as set out in European Standard - 72/245 2006/28, immune to EMI (Electromagnetic Interference) and RFI (Radio Frequency Interference), as well as resistant to weather conditions and adverse conditions in accordance with Mil-Std-810-G standard;

2.6.6 Voltage inverter for 110V, with at least 1000W of power and transformer for 220V;

2.6.7 03 (three) three-pole sockets with power supply via the inverter, with 01 (one) 110V installed in the front compartment of the vehicle and 02 (two) 110V, in the rear compartment, 127 VAC, three-pole type, with independent protection circuit, located close to each of the doors, duly connected to the vehicle's electrical network and sized for the purpose for which they are intended;

2.6.8 01 (one) external socket with shielded cover, for capturing 110/220V energy, which enables the power supply of the vehicle's entire electrical system, to be installed in the lower part of the rear side of the vehicle;

2.6.9 USB input ports to be defined by the committee;

2.6.10 Have a harness for installing the mobile data terminal, as shown in the diagram below, with the following characteristics:

2.6.11 Cable thickness: 20 AWG;

2.6.12 16-way microfit connector;

2.6.13 Fuse holder with 3A fuse;

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2.6.14 Corrugated conduit;

2.6.15 Plastic protection for wires;

2.6.16 Semi-stripping on the ends of the wires.

2.7 The whip must:

2.7.1 Have sufficient length to allow the equipment to be positioned at the most suitable point on the windshield;

2.7.2 Be properly connected to the vehicle's fuse box, passing under the dashboard until reaching the right side, where the equipment will be fixed;

2.7.3 Be properly grounded;

2.7.4 It must be adequately secured using plastic straps along its path and must not be trapped at any point.

2.8 External lights:

2.8.1 Signaling system in accordance with current traffic regulations in Brazil;

2.8.2 Halogen search light parallel to water cannon;

2.8.3 Rear license plate illumination light;

2.8.4 03 (three) 500,000 candlepower long-range searchlights, 01 installed parallel to the cannon and 02 fixed to the rear;

2.9 Visual Signaling System:

2.9.1 Main light assembly consisting of a signaling bar with an arched shape or similar (single module with a solid lens), equipped with a dome injected in ruby red polycarbonate, resistant to impacts and discoloration, with UV treatment, to be fixed to the roof of the police vehicle by means of a base made of ABS (reinforced with an extruded aluminum profile) or extruded aluminum, in black and covered with a removable metal screen;

2.9.2 Light source consisting of a set of LEDs, suitable for lighting, in ruby red color, distributed in such a way as to allow full viewing at a 360° angle, without any blind spots of light;

2.9.3 Secondary light set, consisting of at least 02 (two) ruby red modules, positioned behind the vehicle's front grille, which can be activated together with the main signaling system. Each module must consist of at least 3 LEDs;

2.9.4 Modules equipped with diffuser collimator lenses, made of engineering plastic, with automotive resistance and high visibility, being directive in the central modules and diffuser in the side modules and also Strobe type LED light, arranged 360° around the vehicle, in strategic parts for good visibility, in white color, and can be rectangular or rounded with simultaneous operation of the red lights.

2.9.5 Each LED must comply with the following specification:

2.9.6 Nominal power supply: 12 Vdc;

2.9.7 Category: AllnGaP;

2.9.8 Predominant color: Red (620 to 630 nm);

2.9.9 Luminous intensity: Not less than 40 lumens;

2.9.10 Power: Not less than 1 W;

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2.10 Acoustic Signaling System and "Long Range Acoustic Device - LRAD":

2.10.1 Electronic siren with amplifier of at least 200 W and single sound deflector unit, with at least 4 tones, which must be installed in the engine compartment, generating sound pressure of not less than 120 dB;

2.10.2 The drive used must be suitable for use in police vehicles, with specific points for attaching the horn.

2.10.3 The vehicle must be able to receive the installation of a "Long Range Acoustic Device - LRAD" later on; using the LRAD 500X as a reference for defining the installations. The equipment to be installed will meet the MIL-STD 810G; MIL-STD-167-1A & MIL-S-901D; MIL-STD-1474D and FCC Part 15 class "A" radiated emissions standards.

2.11 Control Module:

2.11.1 Single module to be installed on the vehicle's front panel, with the purpose of controlling, in an integrated manner, the entire acoustic and visual signaling system (main and secondary) of the vehicle, equipped with a microprocessor or controller that allows the generation of very high frequency light flashes, with a cycle of no less than 04 (four) flashes every 100 ms;

2.11.2 The electronic circuit must manage the electric current applied to the LEDs, through PWM (pulse width modulator), in order to guarantee the useful life of the LEDs and the luminous efficiency of the signaling device, even if the vehicle is turned off or at low speed;

c. Control module with the capacity to generate light effects that characterize the vehicle when stopped, in motion and in an emergency situation, which can be activated separately or simultaneously.

3. Miscellaneous Prescriptions:

3.1 The system must be immune to EMI (electromagnetic interference) and RFI (radio frequency interference) or any other form of signal that interferes with the reception of transceivers within the frequency band used by the PMPR;

3.1.2 The system must have a low voltage sensor to prevent the indicator from operating when the battery has minimum capacity (10.8 V), in order to allow the engine to start;

3.1.3 Maximum energy consumption, with the entire lighting system activated, may not exceed 5 a/h, under nominal power supply conditions;

3.1.4 The system must have protection against polarity inversion, high voltage variations and transients, and must be preventively switched off when the voltage exceeds limits that put the safety of the equipment at risk;

4. The contracted company must present the following documents:

4.1 Certificate issued by the LED manufacturer and/or supplier proving that the products used in the signaling system comply with this memorial;

4.2 Report issued by an accredited entity, which proves that the light signal complies with SAE (Society of Automotive Engineers) standards SAE J575 and SAE J595, with regard to tests against vibration, humidity, dust, corrosion, deformation and photometry (Class 1);

4.3 Technical report certifying the calibration of the water pumps.

4.4 Technical report attesting to the distances referenced in the Terms of Reference, of the total range of water release by the launch nozzles.

4.5 Vehicle documentation proving it is 0 km, manufactured in 2024/2025.

5. Cabin:

5.1 Regular or short cabin, made of steel and factory original, prepared to accommodate at least 3 people (Driver, Cannon Operator and Team Commander), as well as other systems

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disturbance control, including for the radiator, which must be removable and retractable by hydraulic pistons;

5.1.2 Internal dimensions: not less than 1,510 mm in height and 2,000 mm in width; measured from the floor to the ceiling of the cabin on the sides thereof.

5.1.3 Floor covering made of material resistant to abrasive substances, non-slip, fireproof, non-absorbent, waterproof, washable, without joints and molded to the bodywork, which does not generate static energy and is non-toxic;

5.1.4 The interior of the cabin must be adapted to receive the track cleaner (excavator) consoles, disturbance control systems, self-protection system, TV and video circuit system screens, radio communication modules and control of the light and sound systems, without compromising the functions and readings of the original factory panel and controls;

5.1.5 The cabin must have protection with removable metal mesh in galvanized steel with a minimum thickness of 4 mm, to be installed in the headlights, side mirrors, light signals, video cameras, water cannons and radiator, with slots of approximately 30 mm x 30 mm or equivalent and removable and retractable metal mesh by hydraulic pistons in the front windshield and side windows, with meshes that do not limit the driver's visibility and ensure protection;

5.2 Cabin instrument panel:

5.2.1 The dashboard must have a panel of instruments necessary for the operation of the vehicle and its accessory equipment. The indicator lights and other lighting systems on the dashboard and instruments must not obscure the driver's view.

5.2.2 The turn signal controls must be positioned so that they are not activated unintentionally during the driver's maneuvers at the steering wheel. The levers, instruments and equipment must be positioned in places that do not compromise the perfect driving of the vehicle;

5.3 The front compartment panel must have, as a minimum, the following instruments and gauges:

5.3.1 Speed indicator (reading in km/h);

5.3.2 Odometer with distance traveled meter;

5.3.3 Engine speed indicator (reading in RPM);

5.3.4 Engine temperature indicator;

5.3.5 Battery fault indicator;

5.3.6 Engine oil pressure indicator;

5.3.7 Fuel level indicator;

5.3.8 Warning (danger) alert light;

5.3.9 Turn signal indicator lamp (left – right);

5.3.10 Brake indicator lamp;

5.3.11 Windshield wiper speed control;

5.3.12 4x4 traction usage indicator.

5.3.13 All lights, including brake lights and turn signals, must comply with Brazilian standards;

5.4 The control panel for the water, gas, foam and dye tanks must be separate from the vehicle's dashboard, close to the operator's screen, enabling it to be operated in accordance with the images captured, in an ergonomic and functional manner, and must have, at least, the following functionalities:

5.4.1 Precise control of water level in water tank;

5.4.2 Precise control of gas level and pressure in the tank;

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- 5.4.3** Precise control of ink level and pressure in the tank;
- 5.4.5** Precise control of foam level and pressure in the tank;
- 5.4.6** Precise real-time positioning of the water cannon to free the operator from direct visual contact with the cannon, in order to reproduce the direction of the cannon jet on the operator's screen, functioning as an indirect aiming system. The Control System must allow the Operator to keep the cannon on the target without taking his eyes off the target (direct jet direction).
- 5.4.7** Switches for pump and pump motor operation;
- 5.4.8** Controls of the location of the cannon and the firing, which must have at least three firing modes: short pulse, which comprises approximately 9 to 11 liters of volume; long pulse between the end of the short pulse and the beginning of the next pulse of 2.5 to 3.5 seconds, with 18 to 22 liters of volume and continuous flow;
- 5.4.9** Control of the water jet range, which may not be less than 10 meters and more than 60 meters, measured horizontally from the outer point of the front of the excavator;
- 5.4.10** Rotary knob to operate the horizontal movements of the cannon;
- 5.4.11** Cannon elevation control, equipped with a lever with a trigger for firing the water;
- 5.4.12** Independent selector buttons to activate the additives (separate buttons for gas, paint and foam);
- 5.4.13** Pressure gauges;
- 5.4.14** Operational control for protection of the lower part of the vehicle (bottom, roof and perimeter);
- 5.4.15** Operational control for the vehicle excavator;
- 5.4.16** Operational control for halogen search light;
- 5.4.17** Operation controls for dye and/or tear gas ejectors installed around the perimeter of the vehicle;
- 5.4.18** Foam ejector operating controls located at the top, bottom, front and rear of the vehicle;
- 5.4.19** Emergency signal operation controls;
- 5.4.20** Automatic cleaning control of hoses and other components of the water-gas, water-dye, water-gas-dye circuit, after each shot;
- 5.4.21** Control of cleaning of the ejector system and operation of the tank water suction system;
- 5.4.22** CCTV and video control and operation;
- 5.4.23** Cabin pressurization control and operation;
- 6. Seats:**
- 6.1** The seats must meet safety requirements, with impact absorption, installed in the cabin and intended for the driver, cannon operator and commander, equipped with three-point retractable seat belts with height and distance adjustments; considering that the floor is what supports any explosion underneath the vehicle, the use of original vehicle seats that are properly reinforced may be considered.
- 6.1.2** Made of anatomical, comfortable, fire-resistant and antibacterial material, covered in removable 1000 denier Cordura in green or black, with treatment for resistance to liquid spills, flexible, waterproof, friction/chafing resistant, easy-to-clean removable cover, in a dark color matching the color of the vehicle, equipped with higher resistance bands;
- 7. Internal lighting:**
- 7.1** Light with individualized and manual directional luminous flux, with the ability to regulate the brightness intensity, with a sufficient lighting level for reading and writing, activated by an individual switch, placed on the lamp itself, on the ceiling of the vehicle interior, above the seats;
- 7.1.2 01** (One) red light on the roof to warn of the opening of any of the doors;

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8. Windows:

- 8.1** The side windows and windshield must contain solar protection film in accordance with the regulations in force in the country;
- 8.1.2** The front windshield must be factory-specific, in accordance with the regulations in force in the country;
- 8.1.3** The windshield must have a wiper with a blade having at least 2 (two) speeds and intermittency activated by a timer, with an auxiliary external mechanism for spraying a jet of water to clean the windows;
- 8.1.4** The vehicle must be equipped with at least 1 (one) window in each front door, with dimensions of no less than 350 mm in width and 130 mm in height;

9. Doors and their security systems:

- 9.1** The cabin must have at least 02 (two) side doors for passenger and driver access;
- 9.1.2** Hinges and locks must be in accordance with the vehicle manufacturer.

10. Air conditioning:

- 10.1** Air conditioning compatible with the dimensions of the environment, maintaining an internal temperature between 18°C and 22°C, considering local climate conditions, with temperatures between 30°C and 45°C, and the maximum capacity of the vehicle (3 to 4 equipped crew members), with thermostatic temperature control and fan speed adjustment;
- 10.1.2** The vehicle must have a heating/cooling system for air circulation inside the cabin;
- 10.1.3** All systems must be resistant to weather conditions and adverse impacts in accordance with Mil-Std-810-G;

11. Bodywork:

- 11.1** Body, without armor, fixed to the chassis, built in galvanized metal treated against corrosion, without protruding parts or levers that allow access to the upper part of the vehicle, with all compartment locks and assembly built-in;
- 11.1.2** It must have the same width and height as the cabin;
- 11.1.3** Lockable cabinets shall be installed for additional tools, pipes and accessories;
- 11.1.4** Protection of water, tear gas, dye and foam (emulsifier) tanks; protection of the pump and pump motor, which must provide the necessary air circulation; protection of corrosion-resistant HD piping works, control valves, equipment, couplings and HD hoses with special coating in accordance with current technical standards;

12. Water, Gas, Foam and Dye Tank:

12.1 Water Tank:

- 12.1.1** Capacity: 6,000 liters;
- 12.1.2** The water tank must be positioned on the body, built with metal sheets in stainless steel or treated carbon steel (AISI 304 or anti-corrosion galvanized steel), without armor, with a minimum thickness of 4 mm, internal dividers, called wave breakers in accordance with standard NBR 14096, to distribute the water evenly over the vehicle platform, avoiding instability in its driving;
- 12.1.3** It must have the capacity and resistance to store salt water from the sea, lagoon or other natural water reserve.
- 12.1.4** It must contain a breather/pressure and vacuum regulation valve, smooth external cover, inspection opening, drainage through a 2" valve at the lowest point of the tank, filling through

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supply connector - 2 1/2" with coupling, water supply control for the water jet and self-protection systems, electric level indicator and precise control of the water level in the water tank on the control panel, 4" overflow pipe for overflow behind the rear axle;

13. Gas tank:

13.1 Capacity: 60 liters;

13.1.2 Made of stainless steel and certified to withstand a pressure of no less than 25 BAR and a working pressure of no less than 13 BAR, installed in an easily accessible place and responsible for storing tear gas;

14. Foam tank:

14.1 Capacity: 100 liters;

14.1.2 Made of stainless steel, zero pressure, installed in an easily accessible place and responsible for storing the foam;

14.2 Dye tank:

14.2.1 Capacity: 60 liters;

14.2.2 Made of stainless steel, certified to withstand a pressure of no less than 25 BAR and a working pressure of no less than 13 BAR, installed in an easily accessible place and responsible for storing the dye;

15. Water cannon system:

15.1 Made of stainless steel and composite materials resistant to corrosive liquids, it must be fixed to the roof of the cabin;

15.1.2 Continuous firing flow: 1200 liters/minute at 10-12 BAR;

15.1.3 Operating capacity: three water trigger modes (short pulse, long pulse and continuous flow);

15.1.4 Resistant to salt water;

15.1.5 It should allow for greater duration and operational control using the same amount of water;

15.1.6 Variety of firing mixtures: simple water, water with foam-generating liquid, water mixed with tear gas, water mixed with dye or water mixed with tear gas and dye together;

15.1.7 Operating system: D.C. electric motors, equipped with gears for speed reduction and rotation precision;

15.1.8 Minimum rotation speed: 18° per second;

15.1.9 Installation of an electric or air valve at the end of the barrel to prevent liquid dripping and a pressure selector to graduate the intensity ranges from 5 to 6 bar for short shots and 10 to 12 bar for long shots, reaching an effective distance of at least 60 meters.

15.1.10 Self-washing system against blockage and corrosion;

16. Control systems:

16.1 Precise control of the amount of water fired;

16.1.2 Firing direction control system;

16.1.3 Maximum operating pressure of no less than 10 bar and maximum jet range of more than 60 meters;

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16.1.4 It must have an Automatic Pressure Reduction System for use at short distances, automatically reducing the pressure by 50% of its maximum value when the target is 25 meters away; in order to eliminate the risk of lethality from jets at short distances

16.1.5 System for regulating the number of liters per pulse;

16.1.6 Precise control of the amount of gas added to the water pulse;

16.1.7 Precise control of the amount of ink added to the water pulse;

16.1.8 The main water jet cannon must be installed on the vehicle; this cannon must also be capable of launching foam.

16.1.9 The second water and foam jet cannon will be positioned on its own support, attached to the chassis at the front and center of the bumper, above the excavator, made of light metal alloy and resistant to any corrosive material, controlled remotely from inside the cab by a separate panel and a joystick-type control lever, with the following performances: operated with water or a water/foam solution with an output of 500- 750 l/min at 10 BAR and a minimum useful range of 25 meters, and rotated 170 degrees, 85 degrees to each side;

17. Gas, foam and dye ingestion system:

17.1 Computerized system for automatic control and addition of gas, foam and color additives, separately or together, according to the operation selected on the control panel;

17.1.2 The system must allow integration between the water tank and the other tanks by means of pressure injection, for the substances to enter the water line, with controls and devices that are easy to operate and regulate the concentrations, in the following proportions:

17.1.3 Gas concentration: 1.0% to 2.0%;

17.1.4 Foam concentration: 3% to 6%;

17.1.5 Dye concentration: 10% to 20%;

18. Self-protection systems:

18.1 Operated by means of a control panel installed in the cab, it must be composed of:

18.1.2 Side nozzles for spraying water and tear gas, with at least 02 ejectors at the front of the cab, 02 ejectors on the sides of each side and 01 ejector at the rear, positioned on the body structure and all with an ejection and spraying capacity of 9 to 11 liters per minute;

18.1.3 Foam diffuser nozzles, with at least 06 diffuser nozzles at the top of the body structure with an ejection and spraying capacity of 60 to 90 liters per minute, 02 diffuser nozzles at the bottom of the body structure with an ejection and spraying capacity of 150 to 220 liters per minute, 02 diffuser nozzles at the front and 02 diffuser nozzles located on each side, with an ejection and spraying capacity of 20 to 30 liters/minute;

18.1.4 Spray nozzles for cleaning the front windshield, with 02 ejectors for cleaning the front windshield and 01 ejector on each side window, with an ejection and spray capacity of 4 to 6 liters per minute; e. Hydraulic road-clearing mechanism, made of steel with a "V" shape, wedge type, 5 mm thick, angle of less than 160° for road clearance, with a height of not less than 500 mm, block transport capacity of not less than 2 tons, installed directly on the chassis, in front of the bumper, with electro-hydraulic operation, adjustable vertical movement for moving the vehicle without interrupting the headlights and controlled by the secondary control panel in the driver's cab;

18.1.5 Protection of the cabin with a filtration system and positive pressurization of at least 0.5 BAR more than the outside to prevent gases and smoke from entering the cabin;

18.1.6 Protective grilles for all windshields, windows, exterior lights, loudspeaker, emergency lights and radiator, consisting of 3 mm diameter grilles made of removable galvanized steel, fastened with screws;

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19. Bomb:

19.1 The water collection system must consist of a heavy-duty centrifugal fire pump with an autonomous supply system, located on the chassis, between the cabin and the water tank (mid-ship);

19.1.2 Flow capacity: 2800 l/min at 10 BAR; manufacturer ZIEGLER

19.1.3 It should have a suction unit for feeding the system, 7 meters deep, supplied with all the accessories needed for pumping water (lakes, rivers and hydrants), pump housing and impeller made of cast aluminum, resistant to seawater;

19.1.4 Pump shaft made of stainless steel, completely drainable, with HD suction hose, with inner spiral structure of the same diameter as the pump suction and extension according to the NPSH, at least, suction filter and accessories for easy installation of suction from an external source;

19.1.5 The pump's operating engine must be diesel, with fuel supply from the truck's main tank, air-cooled, suitable for operation in hot weather, positioned in the rear compartment of the body for easy maintenance and with an HD shock absorber;

19.2 Positive pressure system to prevent tear gas or pepper spray from entering the cabin when the windows are closed.

19.3 Positive pressure system with protection against contaminated substances and/or particles, integrated with the vehicle's other technology systems, for immediate warning to occupants.

19.4 Minimum requirements for system operation:

19.4.1 The system introduces air into the vehicle, filtered by a set of filters protected by dust filters and humidity treatments, all replaceable, maintaining positive pressure, thus preventing contaminated air from entering, relieving occupants from wearing gas masks or personal protective clothing;

19.4.2 Overpressure inside the compartment in filtration mode (factory setting) 100 - 700 Pa.

19.4.3 Operating voltage range: 18-32 V DC;

19.4.4 Rated current: @ 28 V DV - 17 A;

19.4.5 Separation efficiency, with a particle size of 0.3 microns, is greater than 99.9999%;

19.4.6 Chloropicrin adsorption capacity (after equilibrium with 80% RH) 300,000 mg*min*m⁻³; CK adsorption capacity (after equilibrium with 80% RH) 140,000 mg*min*m⁻³; HCN adsorption capacity (after equilibrium with 80% RH) 160,000 mg*min*m⁻³; pre-filter with separation efficiency (EN 779) of 95%;

19.4.7 Air circulation separation efficiency: greater than 98%;

19.4.8 INTERFACE WITH GPS, NIGHT VISION, THERMAL VISION AND CFTV: Must be a GPS system, having navigation instrument indicators, maps, routes, references and addresses in Portuguese, with their own locations in Brazil, and being resistant to weather conditions and adverse impacts in accordance with the Mil-Std-810-G standard;

19.4.9 INTERFACE WITH GPS, NIGHT VISION, THERMAL VISION AND CFTV: Must be a GPS system, having navigation instrument indicators, maps, routes, references and addresses in Portuguese, with their own locations in Brazil, and being resistant to weather conditions and adverse impacts in accordance with the Mil-Std-810-G standard;

19.4.10 A screen of at least 7" must be installed exclusively for the driver, in an ergonomic location that transmits the images captured by the night and thermal vision camera system installed in the vehicle at the front and rear, which allows the vehicle to be driven in low light conditions and confidentiality for the safety of people, vehicle and operation, and must be resistant to weather conditions.

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19.4.11 A screen of at least 7" must be installed exclusively for the operator, in an ergonomic location that transmits the images captured by the night and thermal vision camera system and the direction of the cannon, reproducing them on the screen by means of a sighting system, or other images of interest to the operator due to the operation or use of the cannon, and the screen must be removable and weatherproof.

19.4.12 Closed circuit CCTV and video system, which records various events and activities during police interventions and training, and must include at least: mobile digital camera with zoom up to a distance of 100 m and 120° angle, installed parallel to the water cannon, rear camera of the same specification, DVD video recorder in the cabin, capable of recording 24 hours stored on its own 1Tb HD, with 02 7" video monitors in the cabin, one for the water cannon video camera, integrated with the night and thermal vision system displayed to the crew and redundancy in distribution, therefore accessible on the driver's screen;

19.4.13 Similar products of higher quality are allowed;

20. Exterior and Accessories:

20.1 Cannon projector;

20.1.2 Cover for door handles and cab access stairs;

20.1.3 Tire cover;

20.1.4 Wheel wrench;

20.1.5 02 (two) 06 kg ABC-type chemical fire extinguishers, properly secured inside the vehicle;

20.1.6 Basic tool kit with at least 50 pieces in the box;

20.1.7 Driver's manual and operating and maintenance manuals in Portuguese;

20.1.8 5 meter long HD electrical aid cable with alligator terminal;

20.1.9 10 meter long towing cable with all the accessories for installation;

20.1.10 Kit of removable external metal grilles installed around all lights, including emergency lights, and external headlights;

20.1.11 Rear-view mirrors (internal and external) - must be equipped with at least one internal rear-view mirror and three external rear-view mirrors, two of which are located on the sides of the front and one on the rear; at least the driver's and passenger's right and left rear-view mirrors must have internal electric adjustment that can be carried out by the driver.

21. Hydraulic Road Clearance Mechanism ("Bulldozer"):

21.1 Removable hydraulic articulated mechanism installed on the front bumper, made of reinforced steel in the shape of a wedge (rounded tip), with at least two (02) support points;

21.1.2 With vertical movements by means of a hydraulic lifting joint, activated by a device installed in the panel, it should be possible to overcome obstacles such as barricades and small masonry constructions and to remove objects;

21.1.3 The control of the device, which must be activated in the cab, must allow height adjustment and have an emergency activation mechanism in the event of failure of the automatic system;

22. Anchoring and trawling:

22.1 Winch with a pulling capacity of not less than 7,900 Kgf, with a type C drum;

22.1.2 Dimensions not less than: 653 mm wide, 207 mm high and 205 mm deep;

22.1.3 Pressure considered for indicated capacity not less than 175 Bar, speed not less than 7.4 m/min, cable capacity not less than 25 m and 20:1 reducer.

22.1.4 Similar products of superior quality are allowed;

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22.1.5 The winch must be removable and installed on its own base;

22.1.6 The vehicle must have a camber with the traction/weight capacity to support the dragging of the vehicle with load weight (GVW) by another vehicle, which must be fixed to a safe and simple coupling and uncoupling system fixed to the roof;

22.1.7 03 (three) anchoring, extraction and towing points, 02 (two) front hooks and 01 (one) rear hook, all with the minimum capacity to support the GVW weight (at least 3500 Kg) of the vehicle, with the rear hook having an electrical connection system on the side for powering the trailer or trailer lights;

23. Graphics:

23.1 The vehicle must be plotted in accordance with the parameters established by General Command Ordinance No. 1081 of December 28, 2023. (Visual Identity Manual for the route used by the Paraná Military Police), attached;

23.1.2 The visual identification (graphics) of police vehicles must be applied by the contracted company in accordance with the standard adopted by the Institution and will consist of special paint to be applied to the entire vehicle and identifying stickers;

23.1.3 Special paint made with standard PU flame retardant paint in the colors: THIN BLACK, according to the BPCHQ-PMPR standard designation:

Curitiba, July 22, 2024 (3rd

**Sgt. QPM 1-0 Fabio Fabri)
(BPCHOQUE Project Management Assistant)
Responsible for drafting the Terms of Reference**

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ANNEX II

QUALIFICATION DOCUMENTS

1. The bidder summoned to submit the qualification documents must deliver them within a maximum of two (2) working days from the notification, which must be sent by electronic means of distance communication as established in this Public Notice:

1.1 CERTIFICATE OF REGULARITY OF CADASTRAL REGISTRATION of supplier, which can be made and issued by the Unified Supplier Registration System (SICAF) or the Unified Register of Suppliers of the State of Paraná (CAUF-PR), and the documents in items 1.4, 1.5, 1.6 and 1.7.

Bidders who do not have valid documents in the Unified Suppliers Registration System (SICAF) or the Unified Suppliers Register of the State of Paraná (CAUF-PR) must submit all the documents listed below:

1.2 LEGAL ACCREDITATION DOCUMENTS: Identity card, in the case of individuals. Commercial registration, in the case of individual companies. Articles of incorporation, bylaws or articles of association in force, duly registered, in the case of commercial companies and, in the case of joint stock companies, accompanied by documents electing their directors. Registration of the memorandum of association, in the case of civil companies, accompanied by a formal act appointing the current board of directors. Authorization decree, in the case of a foreign company or firm operating in the country. Power of attorney for the bidder's representative, if applicable.

1.3 TAX, SOCIAL AND LABOR DOCUMENTS:

- Proof of registration in the Individual Taxpayer Register (CPF) or the National Register of Legal Entities (CNPJ);
- Proof of registration in the state and/or municipal taxpayers' registry, if any, relating to the domicile or headquarters of the bidder, pertinent to its field of activity and compatible with the contractual object;
- FGTS regularity certificate, issued by Caixa Econômica Federal;
- Certificates of good standing with the Federal Treasury (Joint Certificate of Debts relating to Federal Taxes and the Union's Active Debt and Certificate relating to Social Security Contributions);
- Certificates of good standing with the State Treasury (including the State of Paraná for bidders based in another State of the Federation); and
- Certificates of good standing with the Municipal Treasury; and the Labor Debt Clearance Certificate (CNDT), established by Federal Law No. 12.440/2011;
- Declaration of compliance with the provisions of item XXXIII of article 7 of the Federal Constitution.

1.4 ECONOMIC AND FINANCIAL QUALIFICATION DOCUMENTS:

1.4.1 The supplier must send:

1.4.1.1 balance sheet, profit and loss account and other accounting statements for the last two (2) financial years, which prove the company's good financial standing, which may not be replaced by trial balances or provisional balance sheets, which may be updated by official indexes when closed more than three (3) months from the date of submission of the proposal;

1.4.1.2 for legal entities, a certificate of bankruptcy issued by the distributor of the bidder's headquarters;

1.4.1.3 the documents required in item 1.4.1.1 will be limited to the last financial year if the legal entity has been established for less than 2 (two) years.

1.4.1.3.1 companies created in the financial year of the tender must meet all the requirements for qualification and will be authorized to replace the financial statements with the opening balance sheet.

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1.4.1.4 the documents mentioned in item 1.4.1.1 must be in legal form.

1.4.1.5 For the purposes of submitting the documents mentioned in item 1.4.1.1, the date of the public session must be taken into account.

1.4.1.6 For the purposes of the financial year, the following delivery dates will be taken into account:

- a) For companies using the Public Digital Bookkeeping System - SPED, the deadline set by the Federal Revenue Service;
- b) For companies that register with the Board of Trade, the deadline set by art. 1078, inc. I of Law 10.406/2002;
- c) Other cases in accordance with the relevant legislation.

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

$$\text{Current Assets} + \text{Long-Term Assets LG} = ;$$
$$\text{Current Liabilities} + \text{Non-Current Liabilities}$$

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

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

1.4.1.8 Companies, whether or not they are registered on the National Public Procurement Portal (PNCP), must present a result: greater than or equal to **1.0** in the General Liquidity index (LG); greater than or equal to **1.0** in the General Solvency index (SG); greater than or equal to **1.0** in the Current Liquidity index (LC).

1.4.1.9 Companies MUST SUBMIT THE INDEXES ALREADY CALCULATED, with the signature of the accountant and the company's legal representative, which will be analyzed on the basis of the balance sheet submitted.

1.4.1.9.1 For the purposes of measuring the indices mentioned in item 1.4.1.7, they will be calculated by financial year, so as to present two sets of indicators for each period to which the financial statements refer.

1.4.1.9.2 If an error is found in the calculation of the financial ratios, the auctioneer will be responsible for carrying out a due diligence to correct it, in accordance with the provisions of item 1.4.1.7.

1.4.1.10 Companies must prove a minimum share capital or net worth of **10%** of the estimated value of the contract or relevant item.

1.5 TECHNICAL QUALIFICATION DOCUMENTS:

1.5.1 1 (one) or more certificates of technical capacity provided by a public or private legal entity, proving the bidder's ability to perform a relevant activity compatible in characteristics, quantities and deadlines with the lot(s) awarded.

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1.5.1.1 Compatibility of characteristics and quantities is understood to mean the provision of technical capacity certificates in a quantity of at least 10% (ten percent) in relation to the quantity of goods required for the lot.

1.5.1.2 In order to meet the quantity required in the previous sub-item, the addition of technical capacity certificates will be permitted.

1.6 Foreign companies that do not operate in Brazil will, as far as possible, meet the requirements of items 1.1 to 1.5 (DOCUMENTATION REQUIRED FOR QUALIFICATION) in this INTERNATIONAL ELECTRONIC TENDERING by submitting the technical qualification documents and other official documents, duly translated by a sworn translator.

1.6.1 In the event of the impossibility of presenting any document with equivalent content, the foreign bidder must declare this fact, in accordance with declaration model 2 in Annex V.

1.7 DECLARATION OF NO IMPEDITIVE FACT, NO USE OF MINORITY LABOR, DECLARATION OF COMPLIANCE WITH REVERSE LOGISTICS OF PRODUCTS AND DECLARATION OF RESERVATION OF POSTS (Annex V) and LGPD DECLARATION (Annex IX).

1.8 PROOF OF ME OR EPP status, if applicable:

- Original Simplified Certificate from the Board of Trade of the bidder's headquarters or equivalent document;
- as well as a written declaration, under penalty of law, that it complies with the legal requirements to qualify as a microenterprise, small business or individual microentrepreneur, and is able to take advantage of the benefits provided for in articles 42 to 49 of Federal Complementary Law No. 123 of 2006 (ANNEX IX);
- as well as the Statement of Income for the Year - DRE, referred to in Resolution 1.418, of 2012, of the Federal Accounting Council - CFC, or any other standard that may replace it (art. 122, sole paragraph, of State Decree No. 10.086/2022).

1.8.1 According to art. 43, §1, of Federal Complementary Law No. 123, of 2006, if there is any restriction in proving the fiscal and labor regularity of microenterprises, small businesses or individual microentrepreneurs, a period of 5 (five) business days will be ensured, the initial term of which will correspond to the moment when the bidder is declared the winner of the bid, extendable for an equal period, for the regularization of the documentation, payment or installment of the debt and issuance of any negative or positive certificates with the effect of a negative certificate.

1.8.1.1 The Administration shall grant an extension of the period provided for in the previous item whenever requested by the bidder, except in the event of urgent contracting, duly justified.

1.9 Failure to regularize the documentation, within the period provided for in the previous paragraph, will result in forfeiture of the right to contract, without prejudice to the sanctions provided for in art. 156 of Federal Law No. 14.133, of 2021, and the body or entity responsible for the bidding process may call the remaining bidders, in the order of classification, or revoke the bid.

1.10 In the event of item 1.8.1, micro-enterprises, small businesses and individual micro-entrepreneurs must submit all the documentation required to prove their tax and labor compliance, even if it has any restrictions.

1.11 Any expired information/certificates in the register must be supplied by presenting the relevant updated document.

1.12 All documents submitted must identify the bidder, indicating the company name and CNPJ of the parent company, when the bidder is the parent company, or of the subsidiary, when the bidder is the subsidiary (except for documents issued only in the name of the parent company). When the tender is submitted by the parent company and the supply is made through its subsidiary, the CNPJ of the subsidiary must be included in the tender.

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ANNEX III

MODEL DESCRIPTION OF THE PRICE PROPOSAL

ELECTRONIC TENDER No. 1734 Year : 2024

SUPPLIER DATA

Supplier: CNPJ/CPF:	Registrat State:
Address:	ion
Neighborhood:	
Zip code:	Status:
Phone:	City:
	Fax:
Bank:	Agency:
	Current account:

The purpose of this tender is to purchase a Water Launcher Vehicle (WLV) to meet the demands of the Riot Police Battalion.

1. Technical specifications:

Lot 1	Description	Quantity	Gross Unit Value	Total Gross Value	Unit Value without ICMS	Total value excluding ICMS	Rate % ICMS
Item 1							

Lot 1	Description of the object	Requirements item complements	QUANT .	Maximum unit value	Maximum total value
Item 1	Water Launch Vehicle (WLV) GMS: 2304.93474	It must have workshops that carry out the necessary maintenance	01	R\$ XXXXXXXX	R\$ XXXXXXXX

Lot 1	Description of the object	Requirements item complements	QUANT .	Maximum unit value	Maximum total value
Item 1	Water Launch Vehicle (WLV) GMS: 2304.93474	It must have workshops that carry out the necessary maintenance	01	U\$ XXXXXXXX	U\$ XXXXXXXX

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2. The tender is valid for 90 (ninety) days.

3. The winning company is responsible for the quality and integrity of the product during its period of validity, including its transportation. If any problem is found, it is the Contractor's responsibility to exchange the product in accordance with the terms of the Notice of Tender and current legislation.

4. The estimated unit price for the item includes the full tax burden. In operations involving the ICMS benefit, the price proposal cannot be higher than the maximum UNITARY price estimated for the item, regardless of whether it is an "internal operation", as established by ICMS Agreement No. 26 of 2003 - CONFAZ.
 - 4.1 companies benefiting from the provisions of ICMS Agreement 26 of 2003 - CONFAZ must expressly and obligatorily indicate in their bid the taxed price and the untaxed price (which must be equal to or lower than the bidder's price), detailing the percentage discount related to the tax exemption.
 - 4.2 for the bidder covered by the benefit referred to in item 4 and who participates in the bidding with the price exempt from ICMS (net price), the sum of the proposed price (net price) and the value of the respective tax may not exceed the maximum value established in the public notice.

5. The winning bidder certifies compliance with the technical requirements set out in Annex I of the Public Notice.

6. The winning bidder DECLARES that, for the purposes of the provisions of § 1 of art. 63 of Federal Law No. 14.133/2021, the bid includes the full costs of complying with the labor rights guaranteed in the Federal Constitution, in labor laws, in infralegal norms, in collective bargaining agreements and in the terms of adjustment of conduct in force on the date of submission of this bid.

Place and date

Legal Representative

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**ANNEX IV
MODEL POWER OF ATTORNEY2**

PARTY: XXXXXXXX, a legal entity governed by private law, hereby represented by XXXXXXXX, bearer of Identity Card no. XXXXXXXX, CPF no. XXXXXXXX, resident and domiciled at Rua XXXXXXXX, no. XXXXXXXX, Cidade XXXXXXXX, Estado XXXXXXXX, CEP XXXXXXXX.

PARTY: XXXXXXXX, bearer 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 GRANTEE the broadest and most general powers to represent it on its behalf in Electronic Auction No. 1734/2024, being able to file and receive documents, sign declarations, proposals and supply contracts, file appeals, make and place bids in the auction, in short, all acts necessary for the faithful and complete fulfillment of this mandate.

Place and date

PARTY

2 The power of attorney must be accompanied by a copy of the grantor's official identity document.

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ANNEX V MODEL

DECLARATION

(letterhead or identification of the bidder)

XXXXXXXX, enrolled in CNPJ No. XXXXXXXX, through its legal representative, Mr. XXXXXXXX, holder of Identity Card No. XXXXXXXX and CPF No. XXXXXXXX, DECLARES, for all 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 bidding notice, as well as:

1. NO IMPEDING FACT

That it 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 have a technical, commercial, economic, financial, labor or civil relationship with a manager of the contracting body or entity or with a public agent who performs a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a direct, collateral or affinity line, up to the third degree.

1.2 In the five (5) years prior to the announcement of the call for tenders, you have not been convicted of exploiting child labor, subjecting workers to conditions analogous to slavery or hiring adolescents in cases prohibited by labor legislation.

2. NO USE OF UNDERAGE LABOR

That it does not use the direct or indirect labor of minors under the age of 18 (eighteen) for night work, dangerous or unhealthy work, nor does it use, for any work, the direct or indirect labor of minors under the age of 16 (sixteen), except as an apprentice from the age of 14 (fourteen), as determined by art. 7, inc. XXXIII of the Federal Constitution.

3. DECLARATION OF COMPLIANCE WITH THE ENVIRONMENTAL POLICY FOR SUSTAINABLE BIDDING

It certifies compliance with the public environmental policy of sustainable bidding, in particular that it takes full responsibility for the reverse logistics of post-consumer products, packaging and services within the limits of the proportion that they supply to the public authorities, assuming responsibility for the final, environmentally appropriate disposal.

4. DECLARATION OF RESERVATION OF POSTS

That, for the purposes of item IV of art. 63 of Federal Law 14.133/2021, it complies with the requirements for reserving positions for people with disabilities and people who have been rehabilitated by the Social Security system, provided for by law and other specific rules.

Place and date.

Name of legal representative

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**ANNEX V MODEL
DECLARATION**

02 - DECLARATION OF IMPOSSIBILITY OF SUBMITTING QUALIFICATION DOCUMENTS

(letterhead or identification of the bidder)

The company _____ declares, through its undersigned legal representative, and under the penalty of the law, that the qualifying documents listed below required in the public notice, do not have their equivalence in the country:

PUBLIC NOTICE ITEM	DOCUMENTATION REQUIRED IN THE PUBLIC NOTICE

The c o m p a n y ____ declares that it is aware of the civil and criminal liability arising from the inaccuracy 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 situation.

Curitiba, _____ from _____ of 20_____

(legal representative)

* The issue of documentary equivalence referred to in the legislation on bids and administrative contracts cannot lead to the analysis of this aptitude being dispensed with, which must be duly proven by any bidder, a circumstance of particular importance with regard to technical and economic-financial qualifications.

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**ANNEX VI
DELIVERY LOCATIONS**

Riot Police Battalion

Delivery location: Avenida Marechal Floriano Peixoto, 1401 - Rebouças- Curitiba/PR

Contact should be made at least 48 hours in advance with one of the soldiers, Captain Barros, Head of the 4th Section - phone: (41)99626-0558 and Sergeant Fabri, Management Assistant - phone: (41)99235-1977.

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ANNEX VII

STANDARD DRAFT - SUPPLY CONTRACT ADMINISTRATIVE

CONTRACT NO. [XXXXXXXX]

CONTRACTOR: [THE STATE OF PARANÁ, through the body XXXXXXXX] or [THE PUBLIC ENTITY], with registered office at XXXXXXXX, registered with the CNPJ under no. XXXXXXXX, hereby represented by [OFFICE AND NAME OF AUTHORITY], appointed by Decree no. XXXXXXXX, registered with the CPF under no. XXXXXXXX, bearer of identity card no. XXXXXXXX.

CONTRACTOR: [NAME], registered with the CNPJ/CPF under no. XXXXXXXX, with registered office at XXXXXXXX, hereby represented by [NAME AND QUALIFICATION], registered with the CPF under no. XXXXXXXX, bearer of identity card no. XXXXXXXX, resident and domiciled at XXXXXXXX, e-mail XXXXXXXX and telephone XXXXXXXX.

This Contract shall be governed by Federal Law no. 14.133, of April 1, 2021, by Decree no. 10.086, of January 17, 2022; by Electronic Auction notice no. 1734/2024 (protocol no. 22.120.892-7 of the bidding procedure that gave rise to this instrument, with all its annexes, by the winning bidder's proposal and by the following clauses and conditions:

1 OBJECT:

Acquisition of a Water Launcher Vehicle (WLV) to meet the demands of the Riot Police Battalion, as described in the Terms of Reference.

Lot 1	Description of the object	Additional item requirements	QUANT .	Maximum unit value	Maximum total value
Item 1	Water Launch Vehicle (WLV) GMS: 2304.93474	It must have workshops that carry out the necessary maintenance	01	R\$ XXXXXXX	R\$ XXXXXXX

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2 BACKGROUND:

This contract stems from Electronic Auction No. 1734/2024, object of administrative process No. 22.120.892-7, with approval published on the official website and in the Official State Gazette No. XXXXXXXX, of XXXXXXXX and according to the authorization act on pages [XXXX] of this protocol.

3 FORM OF SUPPLY:

3.1 The goods must be supplied in a single installment to the Riot Police Battalion, as described in the Terms of Reference.

4 PRICE AND VALUE OF THE CONTRACT:

4.1 The Employer shall pay the Contractor the unit prices set out in his tender, which forms an integral part of this contract:

4.2 The total value of the contract is R\$ 4,338,160.00 (four million, three hundred and thirty-eight thousand, one hundred and sixty reais).

4.3 The agreed price includes all expenses necessary for the performance of the contract, including taxes, labor charges and transportation and travel expenses.

5. ADJUSTMENT:

5.1 The periodicity of the readjustment of the value of this contract will be annual, in accordance with Federal Law No. 10.192 of 2001, using the IPC-R index.

5.1.1. The base date for the adjustment will be linked to the date of the estimated budget, i.e. May twenty-fourth, two thousand and twenty-four (24/05/2024).

5.1.2. The adjustment will be granted by means of a simple apostille, in accordance with article 136 of Federal Law No. 14,133 of 2021.

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

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

5.4 The granting of adjustments not paid at the appropriate time will be determined by a separate procedure.

5.6 The contractor may request a readjustment of the contract values, by means of a formal request accompanied by supporting documentation, 30 days before the anniversary date of the contract.

5.6.1 Failure to apply within the period stipulated in item 5.6 will result in the loss of the right to the adjustment for the corresponding period.

6. RESPONSIBILITY FOR MANAGING AND SUPERVISING THE CONTRACT:

6.1 The management of this contract will be the responsibility of the designated server or committee, as per item 6.3 of this Contract, who will be responsible for the duties defined in art. 10 of Decree No. 10.086 of 2022.

6.2 Responsibility for overseeing this contract will fall to the server or committee appointed in accordance with item 6.3 herein, who will be responsible for the duties defined in articles 11 and 12 of Decree No. 10.086 of 2022.

6.3 Those responsible for the management and supervision of the contract will be appointed by an administrative act of the Contracting Party.

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6.4 The management and supervision of the contract will be carried out by the Contractor, who will supervise, control and evaluate the goods supplied, as well as applying penalties, after due legal process, in the event of non-compliance with the contracted obligations.

7. DELIVERY AND RECEIPT TERMS AND CONDITIONS:

7.1 The goods must be delivered to the Riot Police Battalion - Avenida Marechal Floriano Peixoto, 1401 - Rebouças-Curitiba/PR, in the manner, within the time limits and in accordance with the technical specifications contained in the Terms of Reference (Annex I), which forms part of this contract for all purposes.

7.2 Provisional receipt will be made at the place of delivery, within a maximum period of 90 (ninety) calendar days from the date of delivery, in accordance with the Terms of Reference.

7.3 Final receipt will be made within 30 (thirty) calendar days of the provisional receipt being issued, after the items received have been checked and any irregularities noted.

7.4 The goods may be rejected, in whole or in part, when they do not comply with the specifications contained in these Terms of Reference and in the tender, and must be replaced within 90 (ninety) calendar days of notification to the contractor, at its expense, without prejudice to the application of penalties.

8 SOURCE OF FUNDS:

8.1 Expenditure will be charged to the following budget appropriation: Management/Unit:

(fill in as indicated in the Budget Statement);

Source of Funds: (fill in as indicated in the Budget Statement); Work Program: (fill in as indicated in the Budget Statement); Expenditure Element: (fill in as indicated in the Budget Statement).

9 VIGENCY:

9.1 The contract will be valid for twelve (12) months, from / / to / / , and may be extended by means of an Amendment, for one or more periods, provided that the requirements of articles 106 and 107 of Federal Law No. 14.133/2021 are met.

9.1.1. The term of validity will be automatically extended when its object is not completed within the period set out in the contract.

9.1.1.1 When non-completion is the fault of the contractor:

- a) the contractor shall be deemed to be in default and the relevant administrative sanctions shall apply;
- b) the Administration may choose to terminate the contract and, in this case, will adopt the measures allowed by law for the continuity of contractual performance.

10 OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES:

The contract must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of this Law, and each party will be liable for the consequences of its total or partial non-execution.

10.1 The Contractor's obligations are:

10.1.1 Deliver the object in perfect condition, in accordance with the specifications, deadline and location set out in the public notice and its annexes, accompanied by the respective invoice, which will contain the following information: brand, manufacturer, model, origin and warranty or validity period, and accompanied by the user manual, with a version in Portuguese and a list of the authorized technical assistance network, where applicable;

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10.1.2 Liability for defects and damages arising from the object, in accordance with articles 12, 13 and 17 to 27 of the Consumer Protection Code (Law No. 8.078 of 1990);

10.1.3 Replace, repair or rectify, at its own expense, within the time limit set out in the terms of reference, the object with faults or defects;

10.1.4 Communicate to the Contracting Party, no later than 24 (twenty-four) hours prior to the delivery date, any reasons that make it impossible to meet the deadline, with due proof;

10.1.5 Appoint an agent to represent it during the execution of the contract, and maintain communication with a representative of the Administration for the management of the contract;

10.1.6 Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions of qualification required in the bid;

10.1.7 Keep its data updated on the National Public Procurement Portal (PNCP) and on the Unified Register of Suppliers of the State of Paraná, in accordance with current legislation;

10.1.8 Keep all information obtained as a result of fulfilling the contract confidential;

10.1.9 Bear the burden arising from any mistake in the sizing of the quantities in its bid, and must add to them if the initial estimate in its bid is not satisfactory to meet the requirements of the bid, except where applicable:

10.1.9.1 Qualitative alteration of the project or its specifications by the Administration;

10.1.9.2 Delay in the dispatch of the order for the execution of the service or supply authorization, interruption of the execution of the contract or slowdown in the pace of work, by order and in the interest of the Administration;

10.1.9.3 An increase in the quantities initially provided for in the contract, within the limits permitted by Federal Law No. 14,133 of 2021;

10.1.10. Adopt the following sustainability practices;

10.1.10.1 The goods must be made, in whole or in part, of recycled, non-toxic, biodegradable material, in accordance with specific ABNT standards;

10.1.10.2 Comply with the environmental requirements to obtain certification from the National Institute of Metrology, Standardization and Industrial Quality - INMETRO, as sustainable products or products with a lower environmental impact compared to similar products;

10.1.10.3 The goods will not contain hazardous substances in concentrations above those recommended in the RoHS (*Restriction of Certain Hazardous Substances*) directive, such as mercury (Hg), lead (Pb), hexavalent chromium (Cr (VI)), cadmium (Cd), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs).

10.1.10.4 That the goods should preferably be packed in suitable individual packaging, with the smallest possible volume, using recyclable materials, in order to guarantee maximum protection during transportation and storage;

10.1.11 Comply with the job reservation requirements laid down by law, as well as by other specific rules, for people with disabilities, people with social security disabilities and apprentices.

10.2 The Contractor's obligations are:

10.2.1 Receive the object within the period and under the conditions set out in this notice and its annexes;

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

10.2.3 Check the conformity of the object provisionally received with the specifications set out in the public notice and the tender, for the purposes of acceptance and final receipt;

10.2.4 Notify the Contractor in writing of any imperfections, faults or irregularities found, setting a deadline for their correction;

10.2.5 Monitor and supervise the fulfillment of the Contractor's obligations, through a committee or specially appointed officials;

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- 10.2.6** Make payment to the Contractor in the amount corresponding to the supply of the object, within the period and form established in this public notice and its annexes;
- 10.2.7** Make any tax withholdings due on the value of the invoice provided by the Contractor, where applicable;
- 10.2.8** Issue a decision on requests and complaints related to the execution of the contract, with the exception of requests that are manifestly impertinent, merely delaying or of no interest to the proper execution of the contract;
- 10.2.9** Reimburse the contractor, in the event of the termination of the contract due to the sole fault of the Administration, for any regularly proven losses suffered, in addition to returning the guarantee, if any, and making the payments due for the performance of the contract up to the date of termination and for the cost of any demobilization;
- 10.2.10** Take the necessary steps to investigate 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 illicit acts within its competence;
- 10.2.11** Provide any information and clarification requested by the Contractor.
- 10.3** The contracting parties declare that they are aware of the corruption prevention rules laid down in Brazilian legislation, including the Administrative Improbability Law (Law No. 8.429/1992) and the Anti-Corruption Law (Law No. 12.846/2013) and undertake to comply with them faithfully, by themselves and by their partners, administrators and employees, as well as to demand compliance by third parties contracted by them.

11 PAYMENT METHOD:

- 11.1** Payment of each invoice must be made within a period of no more than 30 (thirty) days from the date of receipt of the Invoice, once the Contractor has proved that all its obligations have been met, minus any disallowances and debit notes, and upon verification of the Certificate of Tax Good Standing (CRF), issued through the Materials, Works and Services Management System (GMS), designed to prove compliance with the Federal, State (including the State of Paraná for bidders based in another State of the Federation) and Municipal Taxes, with the FGTS, INSS and negative labor debts (CNDT), in compliance with the provisions of the Terms of Reference.
- 11.1.2** No payment will be made without presentation of the required documents, or until any irregularities found on the invoice, in the supply of goods or in the fulfillment of contractual obligations have been remedied.
- 11.1.3** Payments will be conditional on the creditor previously informing the financial institution contracted by the state of the current account details, in accordance with the provisions of Decree No. 4,505 of 2016, subject to the exceptions provided for in the same law.
- 11.1.4** The deadline established in item 11.1 shall be suspended in the event provided for in item 12.4.1 of the General Conditions of the Tender.
- 11.1.5** Once the period for payment of the fine has elapsed, if the fine has not been paid, the amounts will be deducted from the invoice submitted.
- 11.1.6** Invoices must be issued in the name of the State Secretariat for Public Security, CNPJ: 76.416.932/0001-81, Rua Cel. Dulcídio, 800, with the bid number, batch/item and validation of the products, for stock traceability purposes.
- 11.1.7** In the event of late payment, provided that the Contractor has not contributed to this in any way, it is agreed that the financial compensation rate due by the Employer between the due date and the actual payment of the installment is calculated by applying the following formula:

$EM = I \times N \times PV$, where: EM
= Late payment charges;

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N = Number of days between the scheduled payment date and the actual payment date; PV = Amount 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 = Percentage of the annual rate = 6%.

11.1.8 In the case of a foreign company, payment will be made by means of a letter of credit guaranteed by a first class bank, under the terms of the legislation in force, obliging the company to present a Commercial Invoice, accompanied by the Packing List. This Commercial Invoice is used to formalize the purchase order and will serve as the basis for obtaining import licenses, noting that:

a) Payment will be made in United States Dollars (US\$) or Euros (EUR) or Pounds Sterling (Lib) or in Brazilian Real (BRL), by opening an irrevocable and irreversible documentary credit with the issuing bank Banco do Brasil S/A, in the corresponding amount in the currencies mentioned herein, according to the price defined in the public session, considered as the price proposal accepted and priced in the proforma invoice, in compliance with the provisions of Federal Law no. 4.320/64; Federal Law no. 10.192/01 and Decree Law no. 85/69, approved by the International Chamber of Commerce.320/64; Federal Law No. 10.192/01 and Decree Law No. 857/69, adopting the Uniform Usage Rules on Documentary Credits (UCP 600), approved by the International Chamber of Commerce (CIC), and the Uniform Rules for Bank Reimbursements, supported by documentary credits, and the documentary credit will be made in the confirmed, irrevocable and non-transferable form and the validity of the documentary credit will be sufficient to cover the execution period defined in this Public Notice and its Annexes.

11.1.9 Invoices that are incorrect will be returned to the issuer and will be due 30 (thirty) days after the date of their valid presentation.

11.1.10 The proforma invoice(s) must be sent to SESP/PR, at the address mentioned in the preamble of the Public Notice, for the purpose of requesting the opening of documentary credit.

11.1.11 All financial operations will be carried out by the financial agent Banco do Brasil S/A, under the order of the person responsible for the account held for this purpose, SESP/PR.

11.1.12 The payment will be suspended until the Central Bank of Brazil - Department for Combating Financial Illicit Activities and Supervision of Foreign Exchange and International Capital has given a favorable opinion, if there are indications of cases listed in Section 2 of Chapter 16 of Title 1 of the Foreign Exchange and International Capital Market Regulations (RMCCI).

11.1.13 Actual payment and settlement under the terms of article 63 of Federal Law No. 4.320/64 will be considered:

- a) For Brazilian Contractors: with the deposit of the amounts owed by the Employer into the Contractor's bank account;
- b) For foreign contractors: with authorization for the negotiating bank to make the payment to the beneficiary or by deposit in a bank account opened in Brazil in the manner established by the Central Bank of Brazil;

11.1.14 In the event of late payment attributable to the foreign Contractor due to the execution of the object, with a bid in foreign currency, the expenses related to the renewal or extension of the documentary credit (letter of credit) with Banco do Brasil S/A, including those related to the increase in the exchange rate, during the period of payment, will be borne by the Contractor, without prejudice to the respective contractual sanctions;

11.1.15 In the event of late payment attributable to the Brazilian Contractor due to the execution of the object, with a proposal in foreign currency, the expenses related to the increase in the exchange rate in relation to that in force on the expected date of occurrence of the event, during the period of payment, will be reimbursed by the CONTRACTED PARTY, without prejudice to the respective contractual sanctions;

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11.1.16 Payment for the acquisition of the object of this Notice will be made in national currency, if the contractor is a national company, in US dollars or in Euros, in the case of a foreign company;

11.1.17 If there is a need to convert amounts from national currency to foreign currency, the official exchange rate in effect on the business day prior to payment will be used, in compliance with legal formalities;

11.1.18 Amounts to cover expenses related to fines, compensation to third parties or other expenses for which the contractor is responsible may be discounted from payments due.

12. PERFORMANCE GUARANTEE:

12.1 There will be no requirement for contractual performance guarantee, for the reasons justified below:

12.1.1 The nature of the work may be such that the risks associated with non-performance are minimal or manageable without additional guarantees.

12.1.2 The contracted company or individual may have a proven track record of reliable performance on similar contracts, reducing the need for additional guarantees.

12.1.3 Previous successful relationships with the contractor may demonstrate an appropriate level of trust and commitment to performance.

12.1.4 There are other forms of risk mitigation that have been implemented, such as penalty clauses for non-compliance or regular inspections and audits of progress.

13. CONTRACTUAL WARRANTY OF GOODS:

13.1 The contractual warranty period for goods, in addition to the legal warranty, is at least 33 (thirty-three) months, totaling 36 months, or the period provided by the manufacturer, if longer, counted from the first business day following the end of the legal warranty period. Tanks that will be used as reservoirs must have at least a 33-month warranty and, in the case of pumps, they must also have at least a 33-month warranty, totaling all 36 months added to the legal warranty;

13.2 The guarantee will be provided with a view to keeping the equipment supplied in perfect conditions of use, without any additional burden or cost for the Contractor.

13.3 The warranty covers the performance of corrective maintenance of the goods by the Contractor itself, or, if applicable, by means of authorized technical assistance, in accordance with specific technical standards.

13.4 Corrective maintenance is understood as that intended to correct defects presented by goods, including the replacement of parts, carrying out adjustments, repairs and necessary corrections.

13.5 Parts that are defective or defective during the warranty period must be replaced with new, first-use, original ones that present quality and performance standards equal to or greater than those of the parts used in the manufacture of the equipment.

13.6 Once notified, the Contractor shall repair or replace any goods that present a defect or fault within 30 (thirty) business days, counting from the date the equipment is removed from the Administration's premises by the Contractor or by authorized technical assistance.

13.7 The term indicated in the previous subitem, during its course, may be extended once, for the same period, upon written and justified request from the Contractor, accepted by the Contracting Party.

13.8 In the event of the subitem above, the Contractor must provide equivalent equipment, with specifications equal to or higher than those previously supplied, for temporary use by the Contractor, in order to guarantee the continuity of administrative work during the execution of repairs.

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13.9 After the deadline for repairs and replacements has elapsed without the Contractor's request being met or the Contractor presenting justifications, the Contractor is authorized to hire a different company to carry out the repairs, adjustments or replacement of the item or its components, as well as to demand reimbursement from the Contractor for the respective costs, without this resulting in the loss of the equipment warranty.

13.10 The cost of transporting equipment covered by the warranty will be the responsibility of the Contractor.

13.11 The legal or contractual guarantee of the object has its own term of validity and is separate from that established in the contract, allowing for the possible application of penalties in the event of non-compliance with any of its conditions, even after the contractual term has expired.

14. ADMINISTRATIVE SANCTIONS:

14.1. The bidder and the contractor who commit 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 any criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

14.2. The fine cannot be less than 0.5% (five tenths of a percent) or more than 30% (thirty percent) of the total value of the lot in which you participated or the contract, subject to the following variations:

- a) a fine of 0.5% to 5%, in cases of infractions provided for in art. 195 of State Decree 10.086/2022;
- b) a fine of 5% to 30%, in cases of infractions provided for in art. 196 of State Decree 10,086/2022;
- c) a fine of 15% to 30%, in cases of infractions provided for in art. 197 of State Decree 10,086/2022;

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

14.4. The fine may be discounted from the payment due by the State Public Administration, resulting from other contracts signed between the parties, in which case the Administration will withhold payment until the fine is paid, to which the bidder or contractor agrees.

14.4.1. The retention of payment of other contracts by the Public Administration, in the period between the final decision imposing the fine and its fulfillment, suspends the flow of time for the Administration, without resulting in delay, nor does it generate financial compensation.

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

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

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

14.8 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 of this bidding process and in the contracts or derived links, will also occur in the manner provided for in Federal Law No. 12,846, of 2013, and regulations within the scope of the State of Paraná,

14.9 Any penalties applied will be transcribed in the National Public Procurement Portal (PNCP) and in the Unified Supplier Registry of the State of Paraná (CAUF-PR).

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14.10 The fines provided for in this notice may be discounted from any payments due by the contractor arising from other contracts signed with the state Public Administration.

15. CASES OF EXTINCTION:

15.1 This instrument may be terminated:

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

15.1.2 consensually, by agreement between the parties, by conciliation, by mediation or by a dispute resolution committee, provided that there is an interest from the Administration; or

15.1.3 by arbitration decision, as a result of an arbitration clause or arbitration agreement, or by court decision.

15.2 In the event of consensual termination, the party intending to terminate the Contract shall communicate its intention to the other in writing.

15.3 Cases of contract termination must be formally motivated in the proceedings, ensuring the adversarial system and the right to prior and full defense to the Contractor.

15.4 The Contractor hereby recognizes all rights of the Public Administration, in the event of administrative termination due to total or partial non-execution of this contract.

16. CONTRACTUAL CHANGES, ADDITIONS AND DELETIONS:

16.1 This contract may be amended in any of the hypotheses provided for in articles 124 and 125 of Federal Law No. 14,133. 2021.

16.1.1 In the unilateral changes referred to in item I of the caput 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.

16.2 The continuation of the administrative contract is admissible when there is a merger, split or incorporation of the Contractor with another legal entity, provided that:

- a) the new legal entity complies with all qualification requirements set out in the original bidding process;
- b) the other clauses and conditions of the contract are maintained; and
- c) there is no harm to the execution of the agreed object and there is express consent from the Administration to the continuation of the contract.

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

16.4 The changes provided for in this clause will be formalized by means of an addendum to the contract.

16.5 Subcontracting of supply will not be permitted.

16.6 Once the application for economic-financial rebalancing has been completed, the Administration will have a period of 30 (thirty) days to decide, with a motivated extension for the same period permitted.

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17. PROTECTION OF PERSONAL DATA:

17.1 The CONTRACTOR and the CONTRACTED PARTY, as operator, undertake to protect the fundamental rights of freedom and privacy and the free development of the natural person's personality, relating to the processing of personal data, including in digital media.

17.2 The processing of personal data essential for the supply of goods by the CONTRACTOR, if any, will be carried out with prior and reasoned approval by the CONTRACTOR, observing the principles of art. 6 of the LGPD, especially that of necessity;

17.3 The data processed by the CONTRACTOR may only be used in the supply of the GOODS specified in this contract, and under no circumstances may they be used for other purposes, in compliance with the guidelines and instructions transmitted by the CONTRACTOR;

17.4 Records of personal data processing carried out by the CONTRACTOR will be kept in conditions of traceability and electronic proof at any time;

17.5 the Contractor must present sufficient evidence and guarantees that it applies an adequate set of technical and administrative security measures to protect personal data, in accordance with the legislation and the provisions of this Clause;

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

17.7 Any access by the CONTRACTOR to databases that contain or may contain personal data or commercial or industrial secrets will imply for the CONTRACTOR and its representatives – duly and formally instructed in this regard – the most absolute duty of confidentiality, during the course of this contract and after its termination.

17.8 The CONTRACTOR's manager will maintain formal contact with the CONTRACTOR's manager, 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 take the necessary measures, in the event of questioning by the competent authorities.

17.9 At the discretion of the CONTRACTOR's data controller and data controller, the CONTRACTED PARTY may be required to complete an impact report on the protection of personal data, according to the sensitivity and inherent risk of the object of this contract, in relation to personal data.

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

17.11 The CONTRACTOR's legal representatives, as well as employees who must necessarily have access to personal data under State control in order to perform their tasks, must sign a commitment and confidentiality agreement, in which they are responsible for compliance with the LGPD and the provisions of this Clause.

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

17.13 The statements of the data subject or his/her 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.

17.14 The CONTRACTOR 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 applicable duties and obligations;

STATE OF PARANÁ
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17.15 Any sharing of personal data with a SUBCONTRACTED company will depend on prior authorization from the CONTRACTOR, in which case the SUBCONTRACTED will be subject to the same limits imposed on the CONTRACTED.

17.16 Once the contract has ended or 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 CONTRACTOR of all personal data and existing copies, in compliance with the principle of security.

17.17 Any doubts arising from the application of the LGPD will be subject to consultation by the CONTRACTOR's manager with the State Comptroller General's Office, which may consult the State Attorney General's Office in the event of a duly substantiated legal doubt.

18. GENERAL PROVISIONS:

18.1 This contract is made up of, for all purposes: the bidding notice and its annexes and the proposal presented by the Contractor during the bidding process.

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

18.3 The Contractor 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 the availability of the full contract on the National Public Procurement Portal (PNCP) and in the GMS system.

18.4 Any issues arising from the execution of this instrument, which cannot be settled administratively, will be processed and judged in the State Court, in the Central Court of the Metropolitan Region of Curitiba – PR, to the exclusion of any other, however privileged it may be.

Place and date

CONTRACTOR

CONTRACTED

Witnesses

1 – Name:

2 – Name:

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ANNEXURE VIII

MICRO-ENTERPRISE AND SMALL BUSINESS DECLARATION TEMPLATE

XXXXXXXX, registered with CNPJ no. XXXXXXXX, through its legal representative, Mr./Ms. XXXXXXXX, holder of Identity Card no. XXXXXXXX and CPF no. XXXXXXXX, DECLARES, for the purposes set out in Electronic Auction No. 1734/2024, under penalty of the Law, that this company, in present date, is considered:

() MICROENTERPRISE, according to Clause I of article 3 of Complementary Law No. 123, of 12/14/2006;

() SMALL COMPANY, as per Item II of article 3 of Complementary Law No. 123, of 14/12/2006;

() INDIVIDUAL MICROENTREPRENEUR, as per paragraph 1 of article 18-A of Complementary Law No. 123, of 12/14/2006, as amended by Complementary Law No. 188, of 2021.

() COOPERATIVE, under the terms of Art. 34, of Federal Law No. 11488/2007.

DECLARES further:

1. That the company is excluded from the prohibitions contained in paragraph 4 of article 3 of the Complementary Law No. 123 of 14 December 2006;

2. That did not exceed the maximum gross revenue for classification as a small business, what the art deals with. 3rd, II of Complementary Law No. 123, of 2006, in relation to contract values concluded with the Public Administration in the calendar year in which the bidding process is carried out.

Place and date

Legal Representative

ANNEX IX
LGPD DECLARATION.

XXXXXXXX, registered with CNPJ no. XXXXXXXX, through its legal representative, Mr./Ms. XXXXXXXX, holder of Identity

Card no. XXXXXXXX and CPF no. XXXXXXXX, DECLARES,

for the appropriate purposes, that he has full knowledge of the rules contained in the bidding notice and that he has the qualification conditions set out in the notice, and is also aware that:

1. As a condition for participating in this bidding and being hired, the interested party must provide the Public Administration various personal data, including:
 - 1.1. those inherent to identification documents;
 - 1.2. relating to equity interests;
 - 1.3. information included in articles of association;
 - 1.4. physical and electronic addresses;
 - 1.5. marital status;
 - 1.6. any information about spouses;
 - 1.7. kinship relations;
 - 1.8. telephone number;
 - 1.9. administrative sanctions that you are complying with before the Public Administration;
 - 1.10. information on any convictions in the criminal or administrative misconduct sphere; 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 the hiring processes is presumed to be valid, legitimate and therefore legally adequate.

Place and date

Legal Representative
