



**GOVERNMENT OF THE STATE OF PARÁ**  
**STATE DEPARTMENT OF PUBLIC SECURITY AND SOCIAL DEFENSE**  
**MILITARY POLICE OF PARÁ SPECIAL**  
**MISSIONS COMMAND SPECIAL POLICE**  
**OPERATIONS BATTALION**



## 1. OBJECT

1.1. Registration of prices for the acquisition of special operational equipment to meet the needs of the Special Police Operations Battalion and other operational units of the Special Missions Command of the Military Police of Pará, in accordance with the conditions, quantities and requirements established in this instrument:

ITEM	DESCRIPTION/ SPECIFICATION	UNIT MEASUREMENT	AMOUNT
1	PANORAMIC NIGHT VISION DEVICE	UND	50
two	HIGH RESOLUTION BI-OCULAR NIGHT VISION DEVICE		50
3	HIGH RESOLUTION BINOCULAR NIGHT VISION DEVICE		50
4	MONOCULAR NIGHT VISION DEVICE		50
5	THERMAL SIGHT		20
6	OPTRONIC SIGHT		600
7	MAGNIFICATOR		600
8	LASER DESIGNERS		600

1.2. The winning bidder must provide a nitrogen purge kit for every 50 devices contracted, **if applicable**, for the purpose of preventive maintenance of equipment, and the contractor must be responsible for training the contractor's technicians for its use.

1.3. The bidder must send folders, catalogs or technical prospectuses of the equipment offered, together with the proposal, so that the Administration can assess the compatibility of the material offered with the specifications of the term of reference, in addition, it must present a technical file produced by the manufacturer of the equipment. image intensifier tube, for items 1 to 4, where its technical specifications are indicated.

### 1.4. JUSTIFICATION FOR NON-DISCLOSURE OF IRP

1.4.1 The Intent to Register Prices (IRP) aims to allow the State Administration to make public its intention to carry out the bidding process for Price Registration, with the participation of other state bodies that are interested in contracting the same object, enabling obtain better prices through economies of scale.

1.4.2 Regarding the mandatory disclosure of the IRP, it is noted that State Decree No. 991/2020, in its art. 6th §3º, provides that "Disclosure of the intention to register prices may be waived, in a manner justified by the managing body". Thus, it is clear that, although the disclosure of the Intention to Register Prices by bodies and entities that are part of SIMAS is a rule, due to the purpose of such a procedure, its removal is perfectly appropriate, as long as there is adequate justification.

1.4.3 In the case of this price registration process, it was decided not to disclose this IRP due to the nature of the object not being compatible with the activities of other bodies

states, as well as the need to carry out and quickly conclude the internal phase of this bidding procedure so that it is possible to conduct it still under the aegis of Law No. 10,520/2002 and Law No. 8,666/93, which would not be possible if there were disclosure of the IRP.

1.4 There will be no quota reserved for preferential entities provided for in art. 48, III of Complementary Law No. 123/2006, due to the nature of the object to be contracted and the need for technical standardization of performance, training, technical assistance and uniformity of the items that make up this tender (art. 15, I, of Law 8,666 /93), which makes them items of a non-divisible nature, considering that differentiated and simplified treatment could represent harm to the set or complex of goods to be acquired, as provided for in art. 49, III Complementary Law nº 123/2006

1.5 The contract is valid for 12 (twelve) months from its publication in the official press, extendable in accordance with art. 57, § 1, of Law No. 8,666/93.

## **two JUSTIFICATION AND OBJECTIVE OF HIRING**

2.1 This contract is justified by the need to equip BOPE and other operational units of the Special Missions Command with equipment compatible with its institutional mission as troops of the Corporation's last tactical effort, configured by action in incidents of high and extremely high complexity and degree of risk, which requires the use of technologies that were previously absent from the Corporation's logistics portfolio.

2.2 It is important to highlight that this equipment is not available on the national market, **which will result in this bidding being international in scope.**

2.3 Finally, the adoption of the price registration system is justified due to the need for frequent hiring, depending on the State's budget availability, as provided for in art. 4th, I of State Decree nº 991/2020.

## **3 OBJECT SPECIFICATION**

3.1 The technical specifications of the equipment are detailed in the annex to this Terms of Reference.

## **4 CLASSIFICATION OF COMMON GOODS**

4.1 This is the acquisition of common property, to be contracted through bidding, in the auction mode, in its electronic form, **of international scope.**

## **5 DELIVERY AND ACCEPTANCE CRITERIA OF THE OBJECT.**

5.1 The goods will be provisionally received by the PMPA Receiving Committee, for the purpose of verifying their compliance with the specifications contained in this Terms of Reference and in the proposal, following the following procedure:

5.1.1 the deadline for manufacturing the item equipment is 180 (one hundred and eighty) calendar days, counting from the issuance of the commitment note, the issuance of the letter of credit in the case of a foreign contractor), the issuance of the licenses import (in the case of imported goods) or authorization from the Army, whichever occurs last;

5.1.2 provisional receipt, after manufacturing the batch, may be carried out at the manufacturer's headquarters, at the discretion of the PMPA, at which time the Reception Committee will assess whether the equipment meets all the technical conditions required in this instrument.

5.1.3 The Reception Committee will be composed of up to five members and must present a detailed technical report on the evaluation of the equipment, within 05 (five) working days after the evaluation.

5.1.4 all travel, accommodation and food expenses for members of the Reception Committee, when carried out at the manufacturer's headquarters, will be borne by the Contractor.

5.1.5 The provisional receipt made at the manufacturer's headquarters will only occur for the first contract made by the managing body of the price registration minutes, which will serve as a validator for other contracts that may occur during the validity period of the minutes of registration. price registration.

5.2 If any irregularities or non-conformities are found during the inspections provided for in the sub-items above, the delivery batch of equipment will not be accepted by PMPA, and the manufacturer must provide its full replacement, within 60 (sixty) calendar days, without prejudice to penalties applicable provisions set out in the notice and in this terms of reference.

5.3 The goods must be delivered to the PMPA Central Warehouse, located at Av. Brigadeiro Protásio, s/nº, Marco neighborhood, Belém-PA, CEP 66.087-810, within 30 calendar days after provisional receipt, for the purposes of definitive receipt, which will occur within 5 (5) business days from the date of delivery, after checking the quality and quantity of the material and consequent acceptance through a detailed term.

5.3.1 The delivery of equipment to the contractor's headquarters must be made by technicians designated by the manufacturer, to demonstrate handling and instructions for use and maintenance, which will be monitored by members of the Evaluation Committee and agents from the Units receiving the equipment.

5.3.2 In the event that the verification referred to in subitem 5.3 is not carried out within the fixed period, it will be considered as carried out, with definitive receipt being consummated on the day the deadline expires.

5.4 Provisional or definitive receipt of the object does not exclude the contractor's liability for losses resulting from incorrect execution of the contract.

5.5 The CONTRACTED PARTY will be responsible for all direct and indirect import expenses, international transport insurance, packaging, miscellaneous insurance, transport, taxes, labor and social security charges arising from the supply, international transport insurance, international freight, motorcycle freight, postal correspondence, assembly, warranty, technical assistance, technical responsibility, technical delivery, national transport and freight, taxes, taxes, fiscal contributions, parafiscal contributions, fees (Siscomex, airline fees, import license RADAR, customs clearance, customs storage, foremanship, airport expenses and others that may be necessary), costs for cargo handling, third-party services or labor, due in the country of origin or in Brazil, as applicable, issuance of the respective letter credit and other costs that may affect directly or indirectly the object being bid, in addition to those provided for in the Technical Specifications, which are part of this Notice.

## 6 CONTRACTING PARTY'S OBLIGATIONS

6.1 The Contracting Party's obligations are:

6.1.1 receive the object within the deadline and conditions established in the Notice and its annexes;

6.1.2 thoroughly check, within the set deadline, the conformity of the goods received provisionally with the specifications contained in the Notice and proposal, for the purposes of acceptance and definitive receipt;

6.1.3 communicate to the Contractor, in writing, about imperfections, failures or irregularities found in the supplied object, so that it can be replaced, repaired or corrected;

6.1.4 monitor and monitor compliance with the Contractor's obligations, through of commission/specially designated server;

6.1.5 make payment to the Contractor in the amount corresponding to the supply of the object, within the term and form established in the Notice and its annexes;

6.2 The Administration will not be responsible for any commitments assumed by the Contractor with third parties, even if linked to the execution of the contract, as well as

for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates.

## 7 EMPLOYEE'S OBLIGATIONS

7.1 The Contractor must comply with all obligations contained in the Notice, its annexes and its proposal, assuming as its sole responsibility the risks and expenses arising from the good and perfect execution of the object and, furthermore:

7.1.1 deliver the object in perfect condition, according to specifications, deadline and place contained in the Terms of Reference and its annexes, accompanied by the respective invoice, which will contain information regarding: brand, manufacturer, model, origin and warranty or validity period;

7.1.1.1 The object must be accompanied by the user manual, with a Portuguese version and list of authorized technical assistance network;

7.1.2 be responsible for defects and damages resulting from the object, in accordance with articles 12, 13 and 17 to 27, of the Consumer Protection Code (Law nº 8,078, of 1990);

7.1.3 replace, repair or correct, at its expense, within the period set out in this Term Reference, the object with damage or defects;

7.1.4 communicate to the Contracting Party, within a maximum period of 24 (twenty-four) hours that before the delivery date, the reasons that make it impossible to meet the expected deadline, with due proof;

7.1.5 maintain, throughout the execution of the contract, in compatibility with the obligations assumed, all qualification and qualification conditions required in the bidding;

7.1.6 appoint an agent to represent it during the execution of the contract.

## 8 SUBCONTRACTING

8.1 Subcontracting of the bidding object will not be permitted.

## 9 SUBJECTIVE CHANGE

9.1 The merger, spin-off or incorporation of the contractor with/into another legal entity is permissible, provided that all qualification requirements required in the original bid are observed by the new legal entity; the other clauses and conditions of the contract are maintained; there is no prejudice to the execution of the agreed object and there is the express consent of the Administration to the continuity of the contract.

## 10 CONTROL AND SUPERVISION OF IMPLEMENTATION

10.1 Pursuant to art. 67 Law No. 8,666, of 1993, a representative will be appointed to monitor and supervise the delivery of goods, noting in a specific record all occurrences related to the execution and determining what is necessary to regularize any faults or defects observed.

10.2 The inspection referred to in this item does not exclude or reduce the responsibility of the Contracted, including before third parties, for any irregularity, even if resulting from technical imperfections or redibitory defects, and, in the occurrence of this, does not imply co-responsibility of the Administration or its agents and representatives, in accordance with art. 70 of Law No. 8,666, of 1993.

10.3 The Administration representative will record all occurrences in a specific record related to the execution of the contract, indicating the day, month and year, as well as the name of the employees possibly involved, determining what is necessary to regularize the faults or defects observed and forwarding the notes to the competent authority for the appropriate measures.

## 11 PAYMENT

- 11.1 Payment will be made through a letter of credit guaranteed by a first-class bank, in accordance with current legislation, observing that:
- 11.1.1 Payment will be made in United States Dollars (US\$) or Euros (EUR), by opening an irrevocable and irreversible documentary credit at the issuing bank (issuing bank) Banco do Brasil S/A, in the corresponding amount in United States Dollars or Euros, according to the price defined in the public session, considered as an accepted price proposal and priced in the proforma invoice, in compliance with the provisions of Federal Law No. 4,320/64; at Federal Law No. 10,192/01 c/c Decree Law No. 857/69, adopting the Uniform Use Rules on Documentary Credits – (UCP 600), approved by the International Chamber of Commerce – (CIC), c/c the Uniform Rules for Bank Refunds, supported by documentary credits, being that:
- 11.1.1.1 documentary credit will be made in confirmed, irrevocable and non-transferable form;
- 11.1.1.2 the validity of the documentary credit will be sufficient to cover the execution period defined in this Notice and its Annexes.
- 11.2 Invoices that show inaccuracies will be returned to the issuer and will expire 30 (thirty) days after the date of valid presentation.
- 11.3 The proforma invoice(s) must be forwarded to the PMPA Logistics Support Directorate, at the address mentioned in the preamble of the Notice, for the purpose of requesting the opening of documentary credit .
- 11.4 All financial operations will be carried out by Banco do Brasil's financial agent. Brasil S/A, under order of the person responsible for the existing account for this purpose, from PMPA
- 11.5 Payment will be suspended until a favorable statement from the Central Bank of Brazil – Department of Combating Financial Illegals and Supervision of Foreign Exchange and International Capital, with evidence of cases listed in Section 2, of Chapter 16, of Title 1 of the Regulation of the Foreign Exchange and International Capital Market (RMCCI).
- 11.6 The effective payment and settlement under the terms of article 63 of Federal Law No. 4,320/64 will be considered effective with the authorization for the negotiating bank to make the payment to the beneficiary or by depositing it into a bank account opened in Brazil in the manner established by the Central Bank of Brazil
- 11.7 In the event of late payment attributable to the foreign CONTRACTOR, with a proposal in foreign currency, the expenses relating to the renewal or extension of the documentary credit (letter of credit) with Banco do Brasil S/A, including those relating to the increase in the exchange rate, in period of compliance, will be borne by the CONTRACTOR, without prejudice to the respective contractual sanctions.
- 11.8 In cases of possible delays in payment, as long as the Contractor has not competed, in some way, for this purpose, the amount due must be increased by financial updating, and its calculation will take place from the due date until the date of actual payment, in which late payment interest will be calculated at the rate of 0, 5% (half percent) per month, or 6% (six percent) per year, by applying the following formulas:
- 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 = Value of the installment to be paid.
- I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6/100)}{365} \quad I = 0.00016438$$

TX = Annual rate percentage = 6%

## 12 ADJUSTMENT

12.1 The initially contracted prices are fixed and non-adjustable within a period of one year counting from the deadline for submitting proposals.

12.2 After a one-year break, and upon request from the contractor, the initial prices will be readjusted, upon application, by the CONTRACTING PARTY, of the national consumer price index - INPC, exclusively for obligations initiated and completed after the occurrence of the annuality, based on the following formula (art. 5 of Decree no. 1,054, of 1994):

$R = V (I - I^{\circ}) / I^{\circ}$ , where:

R = Value of the adjustment sought;

V = Contractual value to be readjusted;

$I^{\circ}$  = initial index - refers to the cost or price index corresponding to the date set for delivery of the proposal in the bidding;

I = Index relative to the month of adjustment;

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

12.4 In the event of delay or non-disclosure of the readjustment index, the CONTRACTOR will pay the CONTRACTED PARTY the amount calculated by the last known variation, settling the corresponding difference as soon as the definitive index is published.

12.5 In final measurements, the index used for adjustment will necessarily be the definitive one.

12.6 If the index established for readjustment is extinguished or any form can no longer be used, whatever is determined by the legislation then in force will be adopted instead.

12.7 In the absence of legal provision regarding the replacement index, the parties will elect a new official index, to readjust the price of the remaining value, through an additive term.

12.8 The adjustment will be carried out by apostille.

## 13 PERFORMANCE GUARANTEE

13.1 There will be no requirement for a contractual performance guarantee.

## 14 THE CONTRACTUAL GUARANTEE OF GOODS

14.1 The contractual warranty period for the goods, complementary to the legal warranty, is at least 12 (twelve) months, or for the period provided by the manufacturer, if longer, counting from the first business day following the date of definitive receipt of the object .

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

14.3 The warranty covers corrective maintenance of the assets by the Contractor itself, or, if applicable, through authorized technical assistance, in accordance with specific technical standards.

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

14.5 Parts that are defective or defective during the warranty period must be replaced with new, first-use, original ones that meet standards of repair.

quality and performance equal to or superior to those of the parts used in the manufacture of the equipment.

- 14.6 Once notified, the Contractor will repair or replace the goods that are defective or defective within a period of up to 30 (thirty) business days, counting from the date of removal of the equipment from the Administration's premises by the Contractor or authorized technical assistance.
- 14.7 The period indicated in the previous subitem, during its course, may be extended once, for an equal period, upon written and justified request from the Contractor, accepted by the Contractor.
- 14.8 The cost of transporting equipment covered by the warranty will be the responsibility of the Contractor.
- 14.9 The legal or contractual guarantee of the object has its own term of validity and is unrelated to that set out 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.

## 15 ADMINISTRATIVE SANCTIONS

15.1 Commits an administrative infraction under the terms of Law No. 10,520, of 2002, the Contractor what:

- a) fail to execute the contract, due to the total or partial non-performance of any of the obligations assumed in the contract;
- b) cause delay in the execution of the object;
- c) fraud in the execution of the contract;
- d) behave inappropriately; or
- e) commit tax fraud.

15.2 Due to non-execution full or partial of the object of this contract, the Administration may apply the following sanctions to the CONTRACTED PARTY:

i) **Written warning**, when non-compliance with any of the contractual obligations considered minor faults, meaning those that do not cause significant losses to the contracted service;

ii) **Fine:**

- (1) moratorium of 0.2% per day of unjustified delay on the value of the unpaid installment, up to a limit of 30 (thirty) days;
- (2) compensation of 10% of the total value of the contract, in case of total non-execution of the object;

iii) **Suspension of bidding and impediment of contracting** with the body, entity or administrative unit through which the Public Administration operates and acts specifically, for a period of up to two years;

iv) **Sanction of impediment to bidding and contracting with Union bodies and entities**, with consequent de-accreditation from SICAF for a period of up to five years.

v) **Declaration of unsuitability to bid or contract** with the Public Administration, while the reasons determining the punishment persist or until rehabilitation is promoted before the very authority that applied the penalty, which will be granted whenever the Contractor compensates the Contracting Party for the damages caused;

15.3 The Sanction of impediment to bidding and contracting provided for in subitem "iv" is also applicable in any of the hypotheses provided for as an administrative infraction in this Terms of Reference.

15.4 The sanctions provided for in subitems "i", "iii", "iv" and "v" may be applied to the CONTRACTED together with the fine, deducting it from the payments to be made.

15.5 They are also subject to the penalties of art. 87, III and IV of Law No. 8,666, of 1993, the companies or professionals who:

15.5.1 have suffered a definitive conviction for committing, through intentional means, tax fraud in the collection of any taxes;

15.5.2 have committed illegal acts aimed at frustrating the objectives of the bidding;

15.5.3 demonstrate that they are not suitable to contract with the Administration due to illegal acts carried out.

15.6 The application of any of the penalties provided for will take place in a process administration that will ensure the contradictory and full defense to the Contractor, observing the procedure provided for in Law No. 8,666, of 1993, and alternatively, Law No. 9,784, of 1999.

15.7 Fines due and/or losses caused to the Contracting Party will be deducted from the amounts to be paid, or collected in favor of the Union, or deducted from the guarantee, or even, when applicable, will be registered in the Union's Active Debt and charged judicially.

15.7.1 If the Contracting Party determines, the fine must be collected within a maximum period of 30 (thirty) days, counting from the date of receipt of the communication sent by the competent authority.

15.8 If the amount of the fine is not sufficient to cover the losses caused by the bidder's conduct, the Union or Entity may collect the remaining amount in court, in accordance with article 419 of the Civil Code.

15.9 The competent authority, when applying sanctions, will take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the Administration, observing the principle of proportionality.

15.10 If, during the penalty application process, there is evidence of an administrative infraction typified by Law No. 12,846, of August 1, 2013, as an act harmful to national or foreign public administration, copies of the administrative process necessary to determine the responsibility of the company must be sent to the competent authority, with a reasoned order, for awareness and decision on the possible initiation of a preliminary investigation or Administrative Accountability Process - PAR.

15.11 The investigation and judgment of other administrative infractions not considered as an act harmful to national or foreign Public Administration under the terms of Law No. 12,846, of August 1, 2013, will follow their normal procedure in the administrative unit.

15.12 The processing of the PAR does not interfere with the regular follow-up of specific administrative processes to determine the occurrence of damages and losses to the State Public Administration resulting from a harmful act committed by a legal entity, with or without the participation of a public agent.

15.13 Penalties must be registered with SICAF.

## 16 SUPPLIER SELECTION CRITERIA.

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

16.2 The economic-financial qualification criteria to be met by the supplier are provided for in the notice.

16.3 The technical qualification criteria to be met by the supplier will be:

16.3.1 Proof of suitability to supply goods in characteristics, quantities and deadlines compatible with the object of this tender, or with the item



relevant, through the presentation of certificates provided by legal entities governed by public or private law.

16.3.1.1 For the purposes of proving what this subitem deals with, the certificates must say with respect to contracts executed with the following minimum characteristics:

16.3.1.1.1 prove(s) the technical capacity of at least 20% (twenty percent) of the total item to be bid, and this proof may be carried out by adding up the quantities carried out in as many contracts as the bidder has available.

16.3.2 Presentation of the Registration Certificate and/or Registration Title authorizing the bidder to manufacture/sell the equipment offered; or

16.3.3 Presentation of Certificate of Conformity of the prototype of the Army Controlled Product (PCE), issued by the Designated Certification Body (OCD)

16.4 The bidder must present, together with the proposal, a declaration that provides the technical reports required for the product(s) offered or that undertakes to provide them until the moment of signing the price registration minutes, if the winner of the competition is won, and the report may be in name of the bidder or equipment manufacturer.

16.5 The price acceptability criterion is confidential, in accordance with art. 15 of Decree no. 10,024, of 2019 and art. 20 of State Decree No. 534, of 2020.

16.6 The criterion for judging the proposal is the lowest price per item.

16.7 The tiebreaker rules between proposals are those set out in the notice.

#### **17 PRICE ESTIMATE AND REFERENCE PRICES.**

17.1 The estimated cost of the contract will be made public only and immediately after the closing of sending bids.

#### **18 OF BUDGETARY RESOURCES.**

18.1 The indication of the budgetary allocation is postponed until the moment of signing the contract or equivalent instrument.

Barracks in Belém – PA, November 22, 2023

HELTON PINHEIRO DAROCK–MAJ QOPM RG 35482  
BOPE Commander