

# PETROBRAS MANUAL FOR CONTRACTING (MPC)

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## CHAPTER 1 - INTRODUCTION 1.1 - OBJECT

1.1.1 - This Petrobras Manual for Contracting (MPC) complements the Regulation of the Simplified Bidding Procedure of Petróleo Brasileiro S.A. - Petrobras, approved by Decree No. 2745, of August 24, 1998, regarding operational aspects, being used as a means of guidance on the contracting of Petrobras, pursuant to item 10.1 of the aforementioned Regulation.

1.1.2 - The legal business instruments signed by Petrobras are governed by the rules of private law, the principle of autonomy of wills, as well as the rules contained in this Manual.

1.1.2.1 - Within their contractual activities, contracting interfaces shall always be analyzed with the legal standards pertaining to corporate law (Corporate Law, Consumer Code, Industrial Property Law,...).

1.1.3 - Individual employment contracts, although of a technical nature, are excluded from the scope of this Manual, which shall remain subject to the rules prepared by the Human Resources (HR).

## 1.2 - IMPLEMENTATION AUTHORIZATION

1.2.1 - The authorization to initiate the contracting processes, whether directly or by prior bidding, is the responsibility of the authority that has the relevant limit of competence for the contracting (Chapter 3 of this Manual), based on the estimated value for the acquisition of the good or service or because of the nature of the legal business.

1.2.1.1 - Authorization for donation or for the initiation of **Disposal** processes is the responsibility of the authority that has the relevant limit of competence (Chapter 3 of this Manual), based on the valuation of the asset or lot to be disposed of.

1.2.1.2 - Authorization to initiate proceedings within the limits of competence of the contact Director and the Executive Board may, at their discretion, be delegated to the Executive Manager of the **Organizational Unit**, delegation also being allowed to the General Manager of the Unit concerned.

1.2.1.3 - The establishment of the contracting process depends on the existence or forecast of budgetary resources, based on the estimated value for the contracting.

## 1.3 - AUTHORIZATION FOR CONTRACTING

1.3.1 - The execution of any legal business depends on the prior authorization of whoever holds the respective of limit of competence in the hierarchical structure, as established in the Table of limit of competences approved by the Executive Board.

1.3.2 - The execution of legal deals signed with legal entities of internal public law (Federal Government, States, Federal District and/or Municipalities) depends on approval by Petrobras' Executive Board, allowing delegation to the president or directors, within its limits for contracting, as stipulated in article 33, item VII of the Company's Bylaws. The minutes of these documents shall be previously submitted for analysis by the Legal Department.

1.3.3 - The execution of a legal business whose object involves Petrobras' intellectual property (patents, trademarks, industrial designs, "know-how", copyrights and "trade secret", etc.), depends on the approval of the Executive Manager of the **Organizational Unit**, delegation to the General Manager of the Unit concerned is permitted, and prior legal analysis is essential.

## 1.4 – FORMALIZATION

1.4.1 - **Agreements** and their **amendments** shall be formalized in writing. Verbal agreements are allowed when their values are equal to or less than the limit for waiver of bidding by value, with a single payment.

1.4.1.1 - In any case, the responsible **Organizational Unit** shall keep, on file, the instrument proving the contracting for a sufficient period to protect Petrobras' interests.

1.4.1.2 - All legal transactions, whether formalized or not, shall be registered with the Integrated Management System.

1.4.2 - The capacity for the **Execution of Contracts**, when not due to statutory management, shall be established in a mandate instrument, in which the powers granted and the conditions for their exercise shall be expressly stated.

## 1.5 - COMPLEMENTARY GUIDELINES

1.5.1 - The commercial **transactions** contained in this Manual and described herein as performed in person, consequently with the processing of printed documentation, can be carried out electronically, observing the normative aspects contained in this Manual, using the available technological resources, in such a way as to ensure the integrity and authenticity of the documents processed.

1.5.2 - The Legal Department is responsible for interpreting the provisions of this Manual.

1.5.2.1 - It is the duty of Materials to guide, standardize and coordinate the activities of supplying goods and contracting services of the Company, in conjunction with the Legal and after hearing, whenever necessary, the Business and Service Areas.

1.5.3 - Contracting shall meet standards approved by the Legal Department, or have their minutes submitted to the examination of that Unit.

1.5.4 - The Financial Planning and Risk Management Unit of the Financial Area is responsible for defining the parameters of economic-financial analysis for the purpose of registering in the Corporate Registration of service providers and suppliers of goods.

## 1.6 - SPECIAL SITUATIONS

1.6.1 - When the **Organizational Unit** needs to adhere to Agreement with conditions pre-established by the other party, the draft shall be submitted to prior analysis by the Legal Department.

1.6.2 - The specific Loan, Insurance and Exchange Agreements shall be prepared in accordance with the rules established in the Financial Manual.

1.6.3 - In contracting involving legal aspects related to foreign exchange rules, leasing and financing with payments to non-residents, in foreign currency or in national currency, the **Organizational Units** shall consult the Finance Department and submit their minutes prior to the examination of that **Organizational Unit**, unless minutes previously analyzed are being used, notwithstanding the legal examination of such minutes.

1.6.4 - Drafts of Agreements involving the importation of materials and equipment shall contain foreign trade clauses, previously prepared by the Materials Unit and approved by the Legal Department. In case of need for changes, the Materials Unit, after hearing the Legal Department, is liable for the respective analysis.

1.6.5 - The draft of the legal business whose purpose involves Petrobras technology (patented or not) shall be analyzed by the Research and Development Center Leopoldo A. Miguez de Mello (CENPES), and prior analysis of the Legal Department is essential.

1.6.6 - The draft of the legal business whose purpose involves a Petrobras brand shall be analyzed by the Communication Department, and prior analysis of the Legal Department is essential.

1.6.7 - Finance Department is responsible for the mandatory registration at the National Institute of Intellectual Property - INPI of service provision and technology supply agreements that involve technology transfer with payments to non-residents, in foreign currency or in national currency.

1.6.8 - Contracting involving insurance shall comply with standards approved by the Financial Planning and Risk Management Unit of the Financial Area or have their minutes submitted to the examination of that Unit, notwithstanding their examination by the Legal Department.

## CHAPTER 2 - CONCEPT

2.1 - To standardize the terms used in the Regulation and in this Manual, the following concepts are established:

2.1.1 - **Amendment**: legal instrument by which the original contractual stipulations are changed.

2.1.2 - **Disposal**: any and all acts with the purpose of definitively transferring the right of ownership over Petrobras' assets.

2.1.3 - **Association**: it is the convention by which two or more persons share their knowledge or activities in a stable way, in order to share their risks and benefits.

2.1.4 - **Activity**: set of activities included in Petrobras' corporate purpose, pursuant to its Bylaws.

2.1.5 - **Waiver act**: an act by which a right or faculty is permanently waived.

2.1.6 - **Competent Authority**: authority with statutory competence or limit of competence to perform a certain act.

2.1.7 - **Immediately Higher Authority**: it is the one whose limit of competence is immediately above the limit of who performs the contracting, within the hierarchical structure.

2.1.8 - **Higher Authority**: authority responsible for setting up the **Bidding Committee**, to whom it is bound.

2.1.9 - **Movable Property**: the materials (including equipment) applied or not to Petrobras' activities and which can be removed from one place to another without loss of form or substance.

2.1.10 - **Unserviceable Mobile Property**: it is one that no longer has any use or condition of use by any Petrobras **Organizational Unit**, for the purpose of its acquisition due, for example, to a change in technology or project, obsolescence, commitment to useful life or condition.

2.1.11 - **Real Estate**: goods that by nature or destination cannot be removed from one place to another without loss of form, substance or economic value.

2.1.12 - **Specific Technical Capacity**: it is the ability conferred by a declaration of previous performance and by the existence of adequate equipment and personnel to achieve the purpose of the bidding.

2.1.13 - **Generic Technical Capacity**: the ability to meet the characteristics required by the contractual object, conferred by the person's professional registration, natural or legal, in his/her/its supervisory body.

2.1.14 - **Technical Operational Capacity**: the ability to meet the characteristics required for the achievement of the contractual object, certified by the availability of the human and material resources of the interested party.

2.1.15 - **Letter of Invitation**: Instrument calling the bidding in the **Invitation** mode.

2.1.16 - **Execution of Contract**: moment when the contractual bond is perfected, through the signature of the parties in the **Contractual Instrument** or, in its absence, by any other form provided for or not prohibited by law.

2.1.17 - **Disposal Committee**: Committee designated by act of the Holder of the interested Organizational Unit, to conduct the Disposal procedure, either by bidding or by Direct Contracting, with participation in the accounting/financial area, whenever possible.

2.1.18 - **Valuation Committee**: Committee designated by act of the **Holder of the Organizational Unit** concerned, to evaluate assets with a view to the **Disposal** procedure.

2.1.19 - **Bidding Committee**: Committee, permanent or special, created by the **Higher Authority**, with the function of receiving, examining and judging all documents and performing the acts related to biddings.

2.1.20 - **Trading Committee**: Committee, permanent or special, designated by act of the **Holder of the interested Organizational Unit**, for **Direct Contracting** or for the conclusion of contractual **Amendment**.

2.1.21 - **Prequalification Committee**: Committee, created by the **Higher Authority**, with the function of receiving, examining and judging all documents and performing all acts related to a specific prequalification of suppliers.

2.1.22 - **Lending**: Free loan agreement for an infungible asset;

2.1.23 - **Competition**: bidding modality that guarantees broad participation to anyone who demonstrates sufficient qualification to enter into a Agreement.

2.1.24 - **Consortium**: Collaboration agreement between companies, through which they combine efforts in order to make a specific undertaking feasible.

2.1.25 - **Direct Contracting**: contracting concluded without carrying out a previous bidding procedure.

2.1.26 - **Contractor**: natural or legal person that has entered into a **Agreement** as a service provider or supplier of goods.

2.1.27 - **Contractor**: natural or legal person that has entered into a **Agreement** as a service borrower or acquirer of goods.

2.1.28 - **Agreement**: legal business that gives rise to rights and obligations for its parties.

2.1.29 - **Invitation**: bidding modality in which Petrobras invites, at its discretion, a minimum of three (3) natural or legal persons who perform activities compatible with the object of the bidding.

2.1.30 - **Payment in kind**: modality of extinction of an obligation in which the creditor consents to receive something other than money, in payment of what is due.

2.1.31 - **Base Date**: date defined for the presentation of the proposal.

2.1.32 - **Price Formation Statement (DFP)**: document capable of demonstrating the formation of prices based on the details of all parcels (costs, inputs,...) that compose it within parameters previously required by Petrobras.

2.1.33 - **Bidding Notice**: Calling Instrument in Prequalifications and in the modalities of **Competition, Price Survey, Auction and Tender**.

2.1.34 - **Scope**: aspects related to the contractual object such as specifications, location and execution methodology.

2.1.35 - **Contractual Instrument**: legal instrument through which the **Contract** is formalized.

2.1.36 - **Calling Instrument**: document through which the rules of the bidding procedure are disclosed and to which both Petrobras and the **Bidders** are bound. In the **Invitation** mode, it is called **Letter of Invitation** and in the others, Bidding **Notice**.

- 2.1.37 - **Bidder**: anyone who had their documentation envelope(s) and/or proposal(s) effectively received by the **Bidding Committee**.
- 2.1.38 - **Consortium Leader**: a member of the **Consortium** that represents it with Petrobras.
- 2.1.39 - **Contractual fine**: pecuniary penalty provided for in contract, in order to obtain indemnity or reimbursement, for situations that show total or partial non-compliance with contractual obligations (compensatory) or that generate delay in the fulfillment of contractual obligations (moratorium).
- 2.1.40 - **Loan**: loan of fungible things.
- 2.1.41 - **Contractual Object**: goal to be achieved through the **Contract** in order to meet the effective need of the Contracting Party.
- 2.1.42 - **Partnerships**: associative form that aims at the convergence of forces for the realization of a business opportunity.
- 2.1.43 - **Contractual Parties**: all signatories to the **Contractual Instrument** and who, for this reason, hold rights and obligations.
- 2.1.44 - **Beneficiary Participant**: signatory of a cooperation agreement or term and to whom the financial contribution is destined.
- 2.1.45 - **Participant liable for the transfer**: signatory of an agreement or cooperation term responsible for the transfer of the financial contribution.
- 2.1.46 - **Exchange**: legal transaction through which an asset from Petrobras is exchanged for a good or service from a third party, with due regard for equivalence, and part of the payment may be made in kind.
- 2.1.47 - **Work Plan**: document, with a proposal character, that defines the aspects related to the object and the achievement of an Agreement or Cooperation Term.
- 2.1.48 - **Auction**: act inherent to the Auction when bids or offers are made orally.
- 2.1.49 - **Basic Project**: set of necessary and sufficient elements, with an adequate level of precision, to characterize the work, service, equipment or its complexes.
- 2.1.50 - **Executive Project**: set of elements necessary and sufficient for the complete execution of the work, service or supply of goods.
- 2.1.51 - **Procrastinatory Appeal**: appeal filed with the purpose of causing delay in the regular procedure of the bidding procedure.
- 2.1.52 - **Simplified Regulation**: Regulation of the Simplified Bidding Procedure of Petróleo Brasileiro S.A. - Petrobras, approved by Decree No. 2,745, dated 08.24.1998. 2.1.53 - **Legal Representative**: person to whom powers of representation are granted within the limits of the power of attorney.
- 2.1.54 - **Consortium Legal Representative**: company member of the **Consortium** liable for representing it before the Judiciary and Public Administration Bodies.
- 2.1.55 - **SMES**: Safety, Environment, Energy Efficiency and Health.
- 2.1.56 - **Scrap**: the material that no longer has any use or condition of use, by any Petrobras **Organizational Unit** or by third parties, for the purpose originally provided for.
- 2.1.57 - **Holder of the Organizational Unit**: higher authority of the **Organizational Unit**.
- 2.1.58 - **Pricing**: bidding modality whose participation is restricted to natural or legal persons previously registered as service providers or suppliers of goods to Petrobras.

2.1.59 - **Transaction**: legal business through which an obligation is extinguished by means of mutual concessions, in order to prevent or extinguish disputes.

2.1.60 - **Organizational Unit**: the component of the organizational structure configured to meet needs arising from the division of labor, with its own manager and team. It is equivalent to agency or management.

2.1.61 - **Unit Responsible for Corporate Registration**: internal formal structure responsible for the registration of companies providing services and suppliers of goods to Petrobras.

### **CHAPTER 3 - LIMIT OF COMPETENCES 3.1- LIMIT OF COMPETENCES**

3.1.1 - Except for the cases provided for in this Manual, in the Bylaws or in rules approved by the Executive Board, the competence to authorize the **Execution of Contracts**, acts of resignation and Extrajudicial **Transactions** is defined by value limits.

3.1.2 - The limits of competence of the President, Directors and Executive Managers or equivalent in the Basic Organization Plan - PBO are established by the Executive Board (DE), upon proposal by the President or Directors.

3.1.3 - In the definition and reanalysis of the limits of competence, the following parameters are taken into account, among others:

- project portfolio;
- annual budget;
- multiannual plan;
- contracting history in previous years;
- nature of the activity.

3.1.4 - The management of the Table of Limit of Competence is the responsibility of the Organization, Management and Governance Unit - OG&G, in articulation with the other **Organizational Units** involved, aiming to maintain, over time, the same capacity for contracting with subsequent D.E. approval.

3.1.5 - Executive Managers or equivalents in the Basic Organization Plan - PBO can delegate their limit of competences, totally or partially to their subordinates, through a formal document previously approved by the contact Director, including in cases of exemption from bidding by value.

### **3.2 - AUTHORIZATION FOR CONTRACT EXECUTION**

3.2.1 - Authorizations for the **Execution of Contracts** are subject to strict compliance with the limits of competence established in accordance with the provisions of item 3.1 of this Manual.

3.2.1.1 - For the purpose of applying the Table of Limit of Competences, the values on the **Base Date** of the **Contract** shall be considered.

3.2.2 - The delegation of the Limit of Competence in an amount higher than the original limit of the delegated authority is allowed, respecting the original limits of competence of the delegates.

3.2.3 - When the limits of competence established for the President and Directors are exceeded, the Executive Board (DE) is exclusively responsible for the authorization referred to in sub-item 3.2.1 of this Manual.

3.2.4 - For the purpose of applying these provisions, it is not allowed, in any case, the fractionation of the service or supply object of the **Contract**, nor of the lots destined for the **Disposal**, aiming to allocate the resulting values in lower limits of competence.

3.2.5 - In order to enter into Extrajudicial **Contracts** and **Transactions** on behalf of Petrobras, in addition to the competence inherent in the function that it exercises or derives from delegation, the signatory shall have powers expressly granted in power of attorneys or arising from a position that authorizes them to practice management acts.

## **CHAPTER 4 - CONTRACTING 4.1 - BIDDINGS**

### **4.1.1 - COMPETITIONS**

4.1.1.1 - Once the **Competition** mode has been adopted, it shall be called by means of a Bidding **Notice**, the summary notice shall be published in the Federal Official Gazette and in a national newspaper.

4.1.1.1.1 - The publication shall be made at least thirty (30) days prior to the date designated for receiving the documentation and proposals

4.1.1.1.1.1 - Executive Managers can reduce the deadlines for submitting proposals and documentation to twenty (20) days, with delegation to the General Manager permitted through a formal instrument.

4.1.1.2 - The **notice** of summary of the Bidding Notice shall contain the object of the bidding, the place where the Bidding **Notice** was obtained and the date and place of delivery of the documents and proposals.

4.1.1.2.1 - The Bidding **Notice** shall meet the requirements provided for in the **Simplified Regulation** and in this Manual, as well as may contain other requirements, provided that they are legally, technically and/or economically justified.

4.1.1.3 - In a public act, with the date and place designated in the Bidding **Notice**, the envelopes containing the qualification documentation and proposals are received, to which the interested party shall submit a formal declaration agreeing with the terms of the Bidding **Notice** and confirming the validity term of the proposal and credential of its representative, exempted in the case of delivery of the proposal by a mere holder.

4.1.1.3.1 - The formal declaration may contain other aspects deemed relevant by the **Bidding Committee**.

4.1.1.3.2 - Together with the formal declaration and credential, declarations of current operational capacity and guarantee of proposal maintenance may be required, in the form that Petrobras deems most appropriate.

4.1.1.3.3 - When provided for in the **Calling Instrument**, envelopes containing proposals and other documents can be received by correspondence.

4.1.1.4 - The **Calling Instrument** may provide for the replacement of the qualification documentation by the Certificate of Registration and Registration Classification (CRCC), with the relevant technical complements.

4.1.1.5 - For legal qualification purposes, proof of the legal personality and capacity of the **Bidders** shall be required.

4.1.1.5.1 - In the case of legal entities, the capacity of their representation shall also be proven.

4.1.1.6 - With regard to technical and **SMES** capacity for qualification purposes, considering the complexity of the contract, in addition to the registration with the activity's inspection body, the following requirements may be provided for, among other requirements:

- a) statements that prove **Technical, Generic, Specific and Operational Capacity**;
- b) technical visits;
- c) curricula of professionals to be used in the execution of the contractual object;
- d) list of availability of equipment necessary for the execution of the contractual object
- e) quality certificates.

4.1.1.7 - The economic and financial qualification shall be verified by:

a) evaluation of the **Bidder's** economic and financial situation based on the financial statements of the last year(s) and other documents considered necessary, indicated in the Bidding Notice.

b) Proof that the **Bidder** is not under a bankruptcy proceeding or judicial and extrajudicial reorganization, when legal entity, or in civil insolvency, when natural person.

4.1.1.7.1 - When required by the Bidding **Notice**, the minimum equity requirement cannot exceed ten percent (10%) of the estimated value of the contract, and no advance payment for future capitalization shall be computed in its total.

4.1.1.7.2 - At the discretion of the **Organizational Unit**, an updated list of commitments already assumed by the Bidder that may result in a decrease in operating capacity or absorption of financial availability may also be required.

4.1.1.7.3 - The possibility of participation of **Bidders**, in the situations described below, on an exceptional basis, and with technical justification registered in the process, depends on authorization from the Executive Manager of the **Organizational Unit**, allowing delegation to the General Manager of the Unit concerned:

a) company in its first year of activity;

b) a company arising from a corporate restructuring process, as well as a spin-off or merger, in its first year of activity;

c) a company whose economic and financial evaluation has led to the achievement of an NR degree - not recommended, under the criteria contained in the **Notice**;

d) company under judicial and extrajudicial reorganization.

4.1.1.7.4 - The evidence referred to in sub-items 4.1.1.7, 4.1.1.7.1 and 4.1.1.7.2 of this Manual may be replaced by the presentation of bank guarantee, in the standards accepted by the Company, in favor of Petrobras, this way:

a) in the amount of one hundred percent (100%) of the commercial proposal, when there is no requirement to present a guarantee of compliance with contractual obligations;

b) in the amount of ten percent (10%) of the commercial proposal when there is a requirement to present a guarantee of compliance with contractual obligations.

4.1.1.8 - The **Bidder's** tax compliance shall be proven by:

a) proof of registration with the federal and state, district or municipal tax authorities, depending on the taxes levied on the object of the contract, respecting the relevant tax domicile;

b) proof of the regularity of the tax situation with the Federal, State, District or Municipal Treasuries through skillful certificates, depending on the taxes levied on the object of the contract, respecting the relevant tax domicile.

4.1.1.9 - Once the qualification phase is completed, the proposals shall be opened and analyzed, starting with the technique, when applicable.

4.1.1.10 - Technical proposals that do not meet requirements defined as essential or that do not obtain the minimum score provided for in the judgment criterion shall be disqualified.

4.1.1.11 - Non-conforming commercial proposals or with prices considered unenforceable or excessive shall be disqualified, the **Bidder** shall be liable for proving their feasibility.

4.1.1.12 - Petrobras may establish in the **Notice** that **Bidders** shall submit, together with the commercial proposal, in a separate envelope, the proposed **Price Formation Statement (DFP)**.

4.1.1.12.1 - The Committee shall verify its consistency with the prices presented in the commercial proposal, and the DFP shall not be used for the purpose of judging proposals.

4.1.1.12.2 - The Committee may request or admit rectification in the DFP, without prejudice to the negotiation provided for in item 6.23 of the **Simplified Regulation**.



4.1.1.13 - After the appeal phase is over, the **Bidding Committee** shall disclose the final classification of valid proposals, and then proceed to negotiate more favorable conditions for Petrobras, if such a possibility is verified.

4.1.1.14 - The **Bidding Committee** shall prepare the Final Report detailing the acts practiced in the procedure, including the negotiations that may have been carried out, forwarding it to the **Higher Authority** for the appropriate measures.

4.1.1.15 - The report shall be submitted to the **Competent Authority**, which can approve it by determining the contract, return it for due diligence or deem the bidding to be canceled.

4.1.1.16 - As a condition of **entering into the Contract**, the **Bidder** shall be in good standing with the Guarantee Fund for Time of Service (FGTS) and Social Security.

#### **4.1.2 - PRICE SURVEY**

4.1.2.1 - Once the price survey modality has **been adopted**, it shall be called through a Bidding **Notice**, whose summary notice shall be published in the Federal Official Gazette and in a national newspaper.

4.1.2.1.1 - The publication shall be made at least fifteen (15) days prior to the date designated for receiving the documentation and proposals.

4.1.2.1.1.1 - Executive Managers may reduce the deadlines for submitting proposals and documentation to ten (10) days, with delegation to the General Manager permitted through a formal instrument.

4.1.2.2 - The bidding summary **notice** shall contain the object of the bidding, the place to obtain the **bidding** documents, the registration items in which eventual **bidders** shall be registered with Petrobras, the date and place of delivery of the documents and proposals.

4.1.2.2.1 - The Bidding Notice shall meet the requirements provided for in the **Simplified Regulation** and in this Manual, as well as may contain other requirements, provided that they are legally, technically and/or economically justified.

4.1.2.3 - In a public act, with the date and place designated in the Bidding **Notice**, the envelopes containing the admissibility documentation shall be received, when required, and the proposals, to which the interested party shall submit the formal declaration in accordance with the terms of the Bidding **Notice** and confirming the validity period of the proposal, as well as the Registration Certificate and Registration Classification (CRCC) that proves its enrollment in the registration item defined in the **Notice** and the credential of its representative, exempted in the case of proposal submission by a mere holder.

4.1.2.3.1 - The formal declaration may contain other aspects deemed relevant by the Bidding Committee.

4.1.2.3.2 - Along with the formal declaration, credential and CRCC, declarations of current operational capacity and guarantee of proposal maintenance may be required, in the form that Petrobras deems most appropriate.

4.1.2.3.3 - When provided for in the **Calling Instrument**, envelopes containing proposals and other documents can be received by correspondence.

4.1.2.4 - Once the proposals have been received, they shall be opened and analyzed, starting with the technique when applicable.

4.1.2.5 - Technical proposals that do not meet requirements defined as essential, or do not obtain the minimum score provided for in the judgment criterion shall be disqualified.

4.1.2.6 - Non-conforming commercial proposals or with prices considered to be unenforceable or excessive must be disqualified, the **Bidder** shall be liable for proving their feasibility.

4.1.2.7 - Petrobras may establish in the Bidding **Notice** that **Bidders** shall submit, together with the commercial proposal, in a separate envelope, the proposed **Price Formation Statement (DFP)**.

4.1.2.7.1 - The Committee shall verify its consistency with the prices presented in the commercial proposal, and the DFP shall not be used for the purpose of judging proposals.

4.1.2.7.2 - The Committee may request or admit rectification in the DFP, without prejudice to the negotiation provided for in item 6.23 of the **Simplified Regulation**.

4.1.2.8 - After the appeal phase is over, the **Bidding Committee** shall disclose the final classification of valid proposals, and can then negotiate more favorable conditions for Petrobras, if such a possibility is verified.

4.1.2.9 - The **Bidding Committee** shall prepare the Final Report detailing the acts practiced in the procedure, including the negotiations that may have been carried out, forwarding it to the Higher Authority for the appropriate measures.

4.1.2.10 - The report shall be submitted to the **Competent Authority**, which can approve it by determining the contracting, return it for due diligence or deem the bidding to be canceled.

4.1.2.11 - As a condition of **entering into the Contract**, the **Bidder** shall be in good standing with the Guarantee Fund for Time of Service (FGTS) and with Social Security.

### 4.1.3 - INVITATION

4.1.3.1 - Once the **Invitation** modality has been adopted, the **Bidding Committee** shall invite at least three (3) companies, registered or not, to submit proposals.

4.1.3.1.1 - The **Bidding Committee** shall use means that ensure, evidently, the receipt of the Letter of Invitation by the companies.

4.1.3.1.2 - Between the effective receipt of the **Invitation Letter** and the submission of proposals, the **Bidders** shall be guaranteed a term of not less than three (3) working days.

4.1.3.1.3 - Prior to the issuance of the **Letter of Invitation**, the **Organizational Unit** responsible for contracting shall take steps regarding the relevance of the object to be contracted in relation to the Contract or Bylaws of the company.

4.1.3.2 - In a public act, with the date and place designated in the **Letter of Invitation**, the envelopes containing the admissibility documentation shall be received, when required, and the proposals, to which the invited company shall present a formal declaration agreeing with the terms of the **Letter of Invitation** and confirming the validity of the proposal and the credential of its representative, which is waived in the case of delivery of the proposal by a mere holder.

4.1.3.2.1 - The formal declaration may contain other aspects deemed relevant by the **Bidding Committee**.

4.1.3.2.2 - Along with the formal declaration and credential, declarations of current operational capacity and guarantee of proposal maintenance may be required, in the form that Petrobras deems most appropriate.

4.1.3.2.3 - When provided for in the **Calling Instrument**, the envelopes containing the proposals and other documents can be received by correspondence.

4.1.3.3 - Once the proposals have been received, they shall be opened and analyzed, starting with the technique, when applicable.

4.1.3.4 - Technical proposals that do not meet requirements defined as essential, or that do not obtain the minimum score provided for in the judgment criterion shall be disqualified.

4.1.3.5 - Non-conforming commercial proposals or with prices considered to be unenforceable or excessive shall be disqualified, the **Bidder** shall be liable for proving their feasibility.

4.1.3.6 - Petrobras may establish in the **Letter of Invitation** that **Bidders** shall submit, together with the commercial proposal, in a separate envelope, the proposed **Price Formation Statement (DFP)**.

4.1.3.6.1 - The Committee shall verify its consistency with the prices presented in the commercial proposal, and the DFP shall not be used for the purpose of judging proposals.

4.1.3.6.2 - The Committee may request or admit rectification in the DFP, without prejudice to the negotiation provided for in item 6.23 of the **Simplified Regulation**.

4.1.3.7 - After the appeal phase has passed, the **Bidding Committee** shall disclose the final classification of valid proposals, and then proceed to negotiate more favorable conditions for Petrobras, if such a possibility is verified.

4.1.3.8 - The **Bidding Committee** shall prepare the Final Report detailing the acts practiced in the procedure, including the negotiations that may have been carried out, forwarding it to the Higher Authority for the appropriate measures.

4.1.3.9 - The report shall be submitted to the **Competent Authority**, which can approve it by determining the contracting, return it for due diligence or deem the bidding to be canceled.

4.1.3.10 - As a condition of **entering into the Contract**, the **Bidder** shall be in good standing with the Guarantee Fund for Time of Service (FGTS) and with Social Security.

#### **4.1.4 - AUCTION**

4.1.4.1 - The Auction is the modality used **for the sale** of Petrobras' fixed assets.

4.1.4.2 - The Auction shall be conducted by a **Disposal Committee** specially designated for such activity.

4.1.4.3 - The Auction shall be called by Bidding Summary **Notice** published by the **Disposal Committee**.

4.1.4.4 - On the date and place designated in the Bidding **Notice**, the **Auction** shall be held, conducted by a Petrobras employee, member of the **Disposal Committee** or Public Auctioneer hired for such purpose.

4.1.4.5 - The result of the Auction shall be communicated to the **Competent Authority** after payment is completed or the **Contract** is signed, in the case of partial withdrawals.

4.1.4.6 - If the Auction is canceled, any amounts already deposited by the **Bidder** shall be returned, without any additions, under any title.

#### **4.1.5 - COMPETITION**

4.1.5.1 - In the acquisition of technical or artistic work, Petrobras may use the Competition mode.

4.1.5.2 - Once the Competition modality has been adopted, it shall be called by means of a Bidding **Notice**, whose summary notice shall be published in the Official Gazette and in a national newspaper.

4.1.5.2.1 - The publication shall be made at least fifteen (15) days prior to the date designated for receipt of the work.

4.1.5.2.2 - The rules for classifying the works shall be included in the Bidding **Notice**, the prize to be awarded to the author of the best works classified, the place, date and form of presentation of the works, the hypothesis of cancellation of the competition, the relevant rules related to copyright and the like.

4.1.5.3 - In a public act designated in the Bidding **Notice**, the works shall be received, upon presentation of the credential of the Bidder's representative or identification, when a natural person is present, and a formal declaration of acceptance of the terms of the Bidding **Notice**, including and expressly as regards aspects of copyright.

4.1.5.4 - Once the works have been received, the **Bidding Committee** shall carry out their judgment in accordance with the rules contained in the Bidding Notice.

4.1.5.5 - Classified the works, expiry of the appeal deadlines and the procedure approved by the **Competent Authority**, the works shall be acquired with the payment of the respective prize.

4.1.5.5.1 - The **Competent Authority** may, justifiably, cancel the Competition.

#### **4.2 - REGISTRATION**

4.2.1 - Petrobras shall maintain a register of service providers and suppliers of goods, which has the purpose of allowing the prior assessment of companies that wish to participate in their contracts.

4.2.2 - The Corporate Registration of service providers and suppliers of goods shall be organized, maintained and managed by the Materials Unit, in conjunction with other Petrobras **Organizational Units**.

4.2.2.1 - The **Unit Responsible for the Corporate Registration** shall make available to Petrobras the information of the registered companies.

4.2.2.2 - The **Unit Responsible for Corporate Registration** shall make the general rules for registration available to the supplier market.

4.2.2.3 - The performance of companies that relate to Petrobras, measured according to objective criteria made available on the Petrobras website, shall serve as input for the registration updates and eventual application of the consequences provided for in Chapter 9 of this Manual.

4.2.3 - Companies interested in registering and, provided they meet the requirements explained in the instructions made available on Petrobras' website, are considered registered for the term established therein, according to the Registration Certificate and Registration Classification (CRCC) issued by Petrobras.

4.2.3.1 - The companies, once registered, are classified according to the specificity of the registration item, considering the results of each requirement defined in the instructions.

4.2.4 - The company's registration does not prevent Petrobras' ability to review, at any time, its registration and classification.

4.2.5 - The Corporate Registration shall be kept permanently open to requests for registration, renewal and re-examination.

### **4.3 - PRE-QUALIFICATION**

4.3.1 - For contracting purposes whose characteristics do not suit the use of an existing registration item, or there is no registration item, pre-qualification can be used.

4.3.2 - The call for prequalification purposes shall be made by means of a Bidding **Notice**, whose summary notice shall be published in the Federal Official Gazette and in a national newspaper.

4.3.2.1 - The publication shall be made at least fifteen (15) days prior to the date designated for receiving the documentation.

4.3.3 - The notice of summary of the Bidding **Notice** shall contain the object for which the prequalification serves, its validity period, the place to obtain the Bidding **Notice** and the date and place of delivery of the documents.

4.3.3.1 - The Bidding Notice shall meet the requirements provided for in the **Simplified Regulation** and in this Manual, as well as may contain other requirements, provided that they are legally and/or technically justified.

4.3.4 - In a public act, with the date and place designated in the Bidding **Notice**, the envelopes containing the documentation shall be received, to which the interested party shall present a formal declaration agreeing with the terms of the Bidding **Notice** and the credential of its representative, exempted in this case of delivery of documentation by mere holder.

4.3.4.1 - The formal declaration may contain other aspects deemed relevant by the **Prequalification Committee**.

4.3.4.2 - When provided for in the **Calling Instrument**, envelopes containing the documentation may be received by correspondence.

4.3.5 - For legal qualification purposes, proof of the legal personality and legal capacity of the interested parties shall be required.

4.3.5.1 - In the case of legal entities, the capacity of their representation shall also be proven.

4.3.6 - With regard to technical and **SMES** capacity, considering the complexity of the contract, in addition to the registration with the activity supervisory body, the following requirements may be provided for:

- a) statements that prove adequate technical and **SMES** capacity;
- b) tradition;
- c) curriculum of professionals available on the staff of the interested party;
- d) list of equipment to be made available for carrying out the prequalification object;
- e) quality certificates and programs;
- f) **SMES** management certificates and programs;

4.3.7 - The economic and financial qualification shall be verified through:

- a) evaluation of the **Bidder's** economic and financial situation based on the financial statements of the last year(s) and other documents considered necessary, indicated in the Bidding Notice.
- b) proof that the stakeholder is not under a bankruptcy proceeding or judicial and extrajudicial reorganization, when legal entity, or in civil insolvency, when natural person.

4.3.7.1 - The possibility of stakeholder participation, in the situations described below, on an exceptional basis, and with technical justification registered in the process, depends on authorization from the Executive Manager of the **Organizational Unit**, allowing delegation to the General Manager of the Unit concerned:

- a) company in its first year of activity;
- b) a company arising from a corporate restructuring process, as well as a spin-off or merger, in its first year of activity;
- c) a company whose economic and financial evaluation has resulted in the achievement of an NR degree (not recommended), in accordance with the criteria established in the Bidding **Notice**;
- d) company under judicial and extrajudicial reorganization.

4.3.8 - The tax regularity of the interested party shall be proven by presenting proof of registration with the federal, state, district or municipal tax authorities, depending on the tax levied on the object of the contract, respecting the relevant tax address.

4.3.9 - The Bidding **Notice** may provide for the replacement of the documentation required therein by the Certificate of Registration and Registration Classification (CRCC), with the relevant technical complements.

4.3.10 - Once the documentation has been analyzed and the appeal period has expired, interested parties pre-qualified in a report are defined, detailing the acts practiced in the procedure, submitting it to the **Higher Authority** for the appropriate measures.

4.3.11 - The report shall be submitted to the **Competent Authority**, which can approve it confirming the prequalification, return it for due diligence that it deems appropriate or determine the cancellation of the prequalification process.

4.3.12 - Whenever there is a contract with the same object as the pre-qualification in force, Petrobras can use it by sending a **Letter of Invitation** to all pre-qualified companies.

4.3.12.1 - In this case, Petrobras may require supplementary documents that it believes are justifiably required.

4.3.13 - In any situation, Petrobras may perform another contracting, without considering the existing prequalification.

#### 4.4 - DIRECT CONTRACTING

4.4.1 - Once the need for contracting has been verified and the permissible hypothesis of **Direct Contracting** has been substantiated, the relevant negotiations can be carried out, considering Petrobras' estimates, market conditions and commercial practices.

4.4.1.1 - Direct contracts shall be conducted by the **Negotiation Committee**. Contracts that are included in the waiver of bidding for value can be conducted by a duly appointed employee.

4.4.1.2 - In case of doubt of the **Organizational Unit** regarding the classification, the Legal Department shall be consulted in advance.

4.4.1.3 - Once the contractual conditions have been negotiated, the relevant report shall be prepared, forwarding it to the **Higher Authority** for the appropriate measures, aiming at its appreciation and approval by the **Competent Authority**.

4.4.1.4 - The authorization for the establishment of the **Direct Contracting** procedure and for the **Execution of Contracts** shall comply with the provisions of Chapters 1 and 3 of this Manual.

4.4.2 - Contracting under exemption (except for value) or unenforceable bidding shall be communicated to the **Immediately Higher Authority**, within 5 days of contracting, with the respective justification for the classification, the choice of the **Contractor** and the price.

4.4.3 - **Direct contracting** can be carried out, with no need for bidding, due to the amount involved.

4.4.3.1 - The amount for exemption from bidding, when contracting services and purchases, is that approved by Petrobras' Executive Board, taking into account the specific realities of each Unit and Petrobras' corporate policies.

4.4.3.2 - The **Organizational Units** shall establish the effective means of control pertinent to the contracting due to the lack of value.

4.4.3.3 - Sub-items 4.4.1.1 to 4.4.1.4 do not apply to contracts covered by exemption from bidding by value.

4.4.4 - In direct contracts, due to the inapplicability of the **Simplified Regulation**, due to the fact that it is **a core activity** of Petrobras or because it is a contract with a subsidiary, controlled or affiliated company, once the contract is authorized, this fact shall be informed to the **Authority Immediately Superior** to the one that granted the authorization through a monthly activity report.

4.4.5 - Prior to direct negotiation, the **Organizational Unit** responsible for contracting shall exercise due diligence regarding the pertinence of the object to be contracted in relation to the Contract or Bylaws of the company.

4.4.6 - As a **condition of signing the contract**, the company to be hired shall be in good standing with the Guarantee Fund for Time of Service (FGTS) and with Social Security.

#### 4.5 - CONSORTIUMS

4.5.1 - The **Calling Instrument** may provide for the participation of interested parties in a Consortium, who shall faithfully comply with the requirements established there.

4.5.1.1 - In tenders promoted under the **Invitation** mode, the formation of **Consortia** with uninvited third parties depends on prior authorization from Petrobras.

4.5.2 - For qualification purposes, the aspects of technical capacity and economic-financial qualification can be added, and shall also be presented:

a) appointment of the **Legal Representative** and the leader of the **Consortium**;

b) objective and composition of the **Consortium**, through the private instrument of constitution commitment, indicating the percentage of individual participation of each consortium member in the **scope** of the contract;

c) express declaration of joint and several liability of all consortium members for the acts performed under the **Consortium**, in relation to the bidding process and, subsequently, to the eventual contracting;

d) express statement of commitments and obligations of the Consortium Members, among which that each Consortium Member will be individually and jointly liable for the fiscal, administrative and contractual requirements pertinent to the purpose of the bidding process, until the performance of the purpose of the contract;

e) commitment that the **Consortium** will not have its composition or constitution altered or, in any form, modified, without Petrobras' prior and express written consent, until the conclusion of the contractual object.

4.5.3. In **Consortia** composed of Brazilians and foreigners, the responsibility of the legal representation is up to the Brazilian Consortium Member.

4.5.4 - The **Calling Instrument** may also provide for the participation of interested parties in the Association, who shall comply with the requirements established there, individually.

## 4.6 - GENERAL

4.6.1 - Bids, direct contracts and international prequalifications can be carried out.

4.6.1.1 - In international bids or prequalifications, publication in an international newspaper shall be used when the **Organizational Unit** understands that such procedure allows for greater competitiveness.

4.6.1.2 - The qualification requirements for foreign companies shall conform as much as possible to the terms of Brazilian law.

4.6.1.2.1 - Foreign companies, for the purposes of economic and financial qualification, shall meet, as far as possible, the requirements made in the Bidding **Notice** to Brazilian companies. In the event that the **Bidder's** individual financial statements do not exist, the consolidated statements may be accepted, upon proof of exemption from presentation of those in the country of incorporation, through a "legal opinion" or letter from the President of the **Bidder**, under penalty of liability.

4.6.2 - Petrobras and companies that supply goods or service providers shall respect the provisions contained in the Petrobras System Code of Ethics, Petrobras' Conduct Guide and Petrobras' Social Responsibility Policy.

4.6.3 - The **Calling Instruments** shall provide for a clarification phase prior to the receipt of the envelopes of documentation and/or proposals, ensuring proof of receipt by all interested parties of the information provided.

4.6.4 - Whenever necessary, in order to expedite the preparation of proposals, the **Calling Instrument** can be sent to interested parties without the end of the project being completed. The submission of the proposal, however, can only occur after the receipt, by the **Bidders**, of the approved project.

4.6.5 - **The Bidding, Negotiation and Disposal Committees** shall be composed of duly appointed employees participating, whenever possible, representing the Organizational Unit responsible for preparing the budget for contracting or evaluation.

4.6.6 - The **Organizational Units** shall prepare the technical specifications, aiming to guarantee the contracting within the effective needs of Petrobras, without directing the bidding to a specific person or brand, except in the case of standardization.

4.6.7 - In all **Calling Instruments**, Petrobras' ownership of their documents shall be guaranteed, without permission to make copies or disseminate them, by any means, without prior and express authorization from Petrobras.

4.6.8 - The Legal Department is responsible for approving basic standards for **Calling Instruments** and **Contracts** for the Materials Unit to disseminate them through corporate information channels for the

**Organizational Units.** If the **Organizational Unit** needs to change any standard, a specific legal opinion shall be obtained.

4.6.9 - Commercial proposals shall be submitted in printed documents, with authentication provided by the **Bidding Committee**, or in electronic or digital media, when allowed in the **Calling Instrument**, under penalty of disqualification.

4.6.10 - For the withdrawal of Bidding **Notices**, interested parties may be charged the amount corresponding to reproduction costs.

4.6.11 - At any time, the **Bidding Committee**, the **Higher Authority** and/or the **Competent Authority** may determine the performance of clarification steps, in which case the information obtained will be used in favor of the principle of competitiveness and disregarding unnecessary formalism.

4.6.11.1 - Where the formalism is overriding the required shape the complementation shall be admitted, as well, seeking to always pay attention to the principle of competitiveness, at the sole discretion of PETROBRAS.

4.6.12 - The documents that formalize the acts of the bidding procedure are public. Exceptions are cases of confidentiality arising from legislation, information declared and accepted by the **Bidding Committee** as business secrets of **Bidders**, as well as information classified as confidential according to Petrobras' internal guidelines.

4.6.13 - Petrobras, when deemed necessary, may establish, in the **Calling Instrument**, the type and percentage of guarantee of compliance with contractual obligations to be presented as a mandatory condition for signing the **Contractual Instrument**.

4.6.14 - At any stage of the bidding, companies that have previously been hired by Petrobras may be disqualified, as they have revealed technical, administrative or financial incapacity.

4.6.15 - The participation of a company with bankruptcy decreed in bidding procedures is not allowed, regardless of the modality used.

## **4.7 – RESOURCES**

4.7.1 - The decisions regarding the qualification, in the **Competitions** and the classification and judgment of proposals, in all bidding modalities, the Bidders can appeal.

4.7.2 - Two types of appeals are admitted, optionally, namely: reconsideration request and hierarchical appeal.

4.7.2.1 - The request for reconsideration shall be lodged by the **Bidder** with the **Bidding Committee**, within five (5) consecutive days of the knowledge of the act that it intends to challenge, and it may originally be included in the request for convocation in a hierarchical appeal if not accepted by that.

4.7.2.1.1 - The request for reconsideration shall contain the identification of the applicant and other persons affected by the appeal, the discrimination of the act under appeal, the reasons that justify the appeal, under penalty of not being received by the **Bidding Committee**.

4.7.2.1.2 - Once the reconsideration request has been received, the **Bidding Committee** shall inform the other **Bidders** to, if they wish, challenge it within the common term of five (5) working days, after then the **Bidding Committee** has three (3) business days for its resolutions.

4.7.2.1.3 - As the convention referred to in item 4.7.2.1 of this Manual was not required, the decision of the **Bidding Committee** is final, and no other appeal is available.

4.7.2.1.4 - If the **Bidding Committee** does not comply with the reconsideration request, and it contains a request for convocation in a hierarchical appeal, it shall remit the matter to the **Higher Authority**, so that, within three (3) working days, it ratifies or modifies its decision.

4.7.2.1.5. - The decision of the **Higher Authority** is final and no other appeal is allowed to be filed.



4.7.2.2 - The hierarchical appeal shall be filed by the **Bidder** with the **Higher Authority** to the Bidding Committee, within five (5) consecutive days of acknowledging the act that it intends to challenge.

4.7.2.2.1 - The hierarchical appeal, mandatorily, shall contain the identification of the appellant and other people affected by the appeal, the discrimination of the act under appeal, the reasons that justify the appeal, under penalty of not being received by the **Higher Authority**.

4.7.2.2.2 - Once the hierarchical appeal is received, the **Higher Authority** shall communicate to the **Bidding Committee**, so that it informs the other **Bidders**, in order, if they wish, to challenge it within the common term of five (5) working days.

4.7.2.2.3 - Once the challenges are received, the **Bidding Committee** shall send them to the **Higher Authority**.

4.7.2.2.4 - In possession of the hierarchical appeal and possible objections, the **Higher Authority**, within three (3) working days, shall decide the matter.

4.7.2.2.5 - The decision of the **Higher Authority** is final and no other appeal is allowed to be filed.

4.7.3 - When an appeal is filed by the **Bidder**, through a person other than the one authorized to represent him/her in the bidding, the appeal shall be instructed with a power of attorney, under penalty of not being accepted by its addressee.

4.7.4 - If the **Bidder** intends to use a copy of the document contained in the bidding procedure, he/she shall request it from Petrobras, which may collect reprography costs.

4.7.5 - When adopting a technical bidding type and price or better technique, the result of the judgment of the technical proposals shall, necessarily, be disclosed in a public act.

4.7.5.1 - Once the result is informed, the **Bidders** shall present their objections or expressly declare their interest in filing an appeal.

4.7.5.2 - The challenge presented can be decided immediately by the **Bidding Committee**.

4.7.5.3 - If the **Bidders** do not present a challenge, or if it is decided, without the **Bidders** expressly declaring an interest in filing an appeal, the decision of the **Bidding Committee** is considered perfect, without any other appeal.

4.7.6 - The appeals have a suspensive effect only because of the affected applicants and **Bidders**, however, considering the **Bidding Committee** or **Higher Authority** necessary to suspend the procedure until the final decision of the appeals filed, as determined, informing the Bidders such decision.

4.7.7 - The representatives of the **Bidders**, under the terms of the credentials presented in the bidding, shall have the power to waive the right to appeal, as well as to withdraw appeals.

4.7.8 - In the event of an appeal being filed for purely procrastinatory purposes, Petrobras may apply a sanction to the **Bidder**, pursuant to Chapter 9 of this Manual.

## **CHAPTER 5 - PURCHASES AND SERVICES CONTRACTS 5.1 – GENERAL**

5.1.1 - The contractual stipulations shall faithfully reproduce the terms of the contractual draft that accompanied, as an attachment, the **Bidding Instrument** for the bidding or the terms negotiated in **Direct Contracting**.

5.1.1.1 - In the case of contracting preceded by a bidding procedure, the contractual draft may change as long as these are due to supervening fact and/or negotiation under the terms of subitems 4.1.1.14, 4.1.2.8 and 4.1.3.7 of this Manual, and it is essential that the change does not result in a more costly situation for Petrobras.

5.1.2 - In undertakings contracted in their entirety, comprising all stages of the work, service and necessary facilities, the contracted company shall be responsible for preparing both the **Basic Project** and the **Executive Project**.

5.1.2.1 - Except for the above hypothesis, natural person or company that has participated in the preparation of the **Basic or Executive Project** shall not bid for the execution of an engineering work or service.

5.1.3 - It is not necessary to formalize a **Contractual Instrument** only in the case of contracts with values equal to or less than the equivalent amount of exemption from bidding per value, with a single payment. In other cases, formalization is mandatory, and up to the limit of five percent (5%) of the limit of competence of the **Holder of the Organizational Unit**, the **Contract** can be formalized through a simplified legal instrument called letter-contract.

## 5.2 - CONTRACTUAL AMENDMENTS

"5.2.1 - The **Agreement**, in the course of its lifetime, can be subject to changes in view of subsequent events or opportunities that require a revision of the initial stipulations."

5.2.1.1 - Whenever considered convenient, the contractual amendments can be negotiated by a specific **Negotiation Committee**.

5.2.2- The contractual amendments shall be made through the signing of **Additives**, which shall receive sequential numbering.

5.2.3 - The **Addendum** instrument shall contain:

- a) the names and qualifications of the parties;
- b) the clauses referring to the amendment of the **Contract**;
- c) the ratification of unchanged contractual stipulations;
- d) the date of its execution;
- e) the signatures of the parties, the witnesses and, when applicable, the intervening parties and assigns.

5.2.4 - Once the **Amendment** is signed, its stipulations become part of the **Contractual Instrument**.

5.2.5 - Draft **Additives**, at the discretion of the Organizational Unit, will be analyzed by the Legal Department.

5.2.6 - **Additives** that imply an increase in value depend on the existence or forecast of budgetary resources.

5.2.7 - In the case of an amendment contractually foreseen, the execution of the **Addendum** is the responsibility of the authority that signed the original **Contract**.

5.2.7.1 - In the absence of a contractual provision for the amendment, and if the **Addendum** does not imply an increase in value to the **Contract**, its execution is the responsibility of the authority that signed the original **Contract**.

5.2.8 - **Additives** for extending the term require as minimum requirements:

- a) the conclusion prior to the end of the original term of the contract;
- b) the need to continue contracting;
- c) the existence or forecast of budgetary resources.

5.2.9 - When there is a permissive extension clause in the **Contract**, the execution of the **Addendum** is the responsibility of the authority that signed the original **Contract**, and no further authorization is necessary.

5.2.10 - In the absence of a permissive extension clause, the signing of the **Addendum** is subject to the prior authorization of the authority that signed the original **Contract**, provided that the sum of the basic values of all the **Additives**, except for the contractually specified **Additives**, is within the limit of competence of who signed the **Contract**.

5.2.10.1 - If the sum of the basic values of all the **Additives** exceeds the limit of competence of those who signed the **Contract**, the extension will be subject to the prior authorization of the authority that holds the limit of competence corresponding to the sum of the basic values of all the **Additives**, except for the **Additives** provided for in the contract.

5.2.11 - For **Amendments** referring to the extension of time, in the case of Contracts with continuous execution, even if they imply an increase in value, the rules contained in items 5.2.9 and 5.2.10 apply.

5.2.12 - **Contracts** may be subject additions, substitutions or decreases in services or supplies.

5.2.12.1 - In cases of decrease, the **Addendum** instrument shall inform the decrease of quantities or the exclusion of the spreadsheet item and the corresponding reduction in the contractual value, in which case its execution is the responsibility of the authority that signed the original Contract, no further authorization is required.

5.2.12.2 - In cases of substitution, without any change in value, the **Addendum** instrument shall inform the substitution made and its execution is the responsibility of the authority that signed the original **Contract**, without the need for any other authorization.

5.2.12.3 - In the case of substitution or addition with a change to a greater value, the Addendum instrument shall inform the replacement or addition made and its execution occurs in accordance with the criteria established in item 5.2.15 of this Manual.

5.2.13 - The **Contracts** may undergo changes in the **Scope**, as long as they do not result in alteration of its object.

5.2.14 - **Additives** for price realignment are allowed, upwards or downwards, due to the imbalance of the economic-financial equation for the formation of contractual prices.

5.2.14.1 - When making such changes, the Legal shall be previously heard, and the **Addendum** shall be signed according to the criteria mentioned in sub-item 5.2.15 of this Manual.

5.2.15 - The competence for entering into **Additives** provided for in items 5.2.12.3, 5.2.13 and 5.2.14 of this Manual shall follow the following criteria:

a) remains with those who signed the Contract, in cases where the sum of the basic values of all the **Additives** included in the items mentioned above, including the one under analysis, is less than or equal to 25% of the original total value of the **Contract** since the the amount of the sum of the **Additives** is within the limit of competence of those who signed the Contract;

b) in cases where the sum of the basic values of all the **Additives** is still less than or equal to 25% of the original total value of the **Contract**, but exceeds the limit of competence of those who signed the **Contract**, the Additive may only be authorized by the authority that holds the limit of competence corresponding to the sum of the basic values of all the **Additives**;

c) it is the authority that has the limit of competence corresponding to the new total value of the **Contract**, in cases where the sum of the basic values of all the **Additives** included in the items mentioned above, including the one under analysis, is greater than 25% of the original total value of the **Contract**. In such cases, the addendum shall be previously submitted to Legal analysis, accompanied by the justifications for its execution.

5.2.16 - Changes in the **Scope** and modifications of items in the price sheets, which result or not in changes in the contractual value, shall have demonstrated its need and technical and economic justification.

5.2.17 - The hypotheses of contractual changes, contained in item 5.2 of this Manual, are merely exemples, applying as far as the business figures provided for in Chapters 6 and 7 apply.

## CHAPTER 6 - SPECIAL CONTRACTING 6.1 - DISPOSAL OF GOODS

6.1.1 - **Disposals** shall be made through bidding and previously approved by the **Competent Authority**, respecting the valuation and the Table of Competence Limits.

6.1.1.1 - **Disposals** shall be conducted by a **Disposal Committee** and preceded by an evaluation, carried out by a specific **Evaluation Committee**.

## 6.2 - DISPOSAL OF REAL ESTATE

6.2.1 - **Disposals** of **Real Estate** shall be made in the form of **Competition**, with the adoption of the Auction permitted, when justified by the Executive Board of Petrobras.

## 6.3 - DISPOSAL OF MOVABLE ASSETS

6.3.1 - **Disposals** of **movable assets** can be made in the form of Competition, Auction or Invitation. When choosing the modality, factors such as:

- a) value of the assets involved in the **Disposal**;
- b) whether or not there is competition in the market for likely buyers;
- c) intended coverage area.

6.3.2 - In the case of unserviceable **Movable Assets** of the **Scrap** type, preferably the Auction is adopted with the presentation of bids in closed envelopes, including by mail, when the need is verified, or by electronic means, ensuring the inviolability of the proposal until its opening.

## 6.4 - GENERAL PROVISIONS

6.4.1 - Exceptionally, the **Disposals** can be carried out directly, without prior bidding, in the following cases:

- a) **payment in kind**;
- b) donation, in the case of **Unserviceable Movable Assets**, the destination of which is linked to projects and actions of a social nature and/or of public interest or in the event of public calamity;
- c) **Exchange**;
- d) in cases where the adoption of the bidding procedure proves to be technically and economically unfeasible and, as long as duly justified by the **Competent Authority**.

6.4.2 - Direct sale of Petrobras' **movable assets**, which are useless or out of stock, may be made, due to the inapplicability of the **Simplified Regulation**:

- a) for companies in the Petrobras System, in the country or abroad, provided that the need and interest of the Company are characterized, and the value is compatible with that practiced in the market supplying the respective asset;
- b) for exploration and production **Consortia** in which Petrobras acts as operator.

## 6.5 - PRESTAÇÃO DE SERVIÇOS PELA PETROBRAS

6.5.1 - A prestação de serviços pela Petrobras, relativos à sua **Atividade-fim** e correlatos, se-realiza mediante a **Celebração de Contratos** apropriados.

6.5.1.1 - As minutas dos **Contratos** de prestação de serviços pela Petrobras devem ser submetidas à prévia análise do Jurídico, salvo se adotados padrões pré-aprovados por esta **Unidade Organizacional**.

6.5.2 - A autorização para **Celebração de** tais **Contratos** cabe ao Gerente Executivo da **Unidade Organizacional** responsável pela contratação, comunicado o fato à **Autoridade Imediatamente Superior**.

6.5.3 - Aos **Contratos** de prestação de serviços pela Petrobras não se aplicam as normas contidas no **Regulamento Simplificado**.

## **6.5 - PROVISION OF SERVICES BY PETROBRAS**

6.5.1 - The provision of services by Petrobras, related to its **core activity** and related activities, is carried out through the signing of **appropriate Contracts**.

6.5.1.1 - The drafts of the **Contracts** for the provision of services by Petrobras shall be submitted to prior analysis by the Legal Department, unless standards pre-approved by this **Organizational Unit** are adopted.

6.5.2 - The Executive **Manager of the Organizational Unit** responsible for contracting is responsible for the execution of such **Contracts**, communicating the fact to the **Immediately Higher Authority**.

6.5.3 - The Petrobras Service Provision **Contracts** do not apply the rules contained in the **Simplified Regulation**.

## **6.6 - AGREEMENTS**

### **6.6.1 - TRADE AGREEMENTS**

6.6.1.1 - For commercial agreements, for carrying out Petrobras' **Core Activities**, the rules contained in the **Simplified Regulation** do not apply.

6.6.1.2 - In such agreements, market practices will be adopted, depending on the commercial uses and customs involved.

6.6.1.3 - Draft commercial agreements shall be subjected to prior analysis by the Legal Department, unless pre-approved standards are used by this **Organizational Unit**.

### **6.6.2 - CONFIDENTIALITY AGREEMENTS**

6.6.2.1 - Confidentiality agreements may be entered into, provided that they are in accordance with the information security guidelines in force in Petrobras.

6.6.2.1.1 - The rules contained in the **Simplified Regulation** do not apply to confidentiality agreements.

6.6.2.2 - Draft confidentiality agreements shall be submitted to prior analysis by the Legal Department, unless standards pre-approved by this **Organizational Unit** are used.

6.6.2.3 - The authorization to enter into confidentiality agreements is the responsibility of the General Manager of the Unit responsible

### **6.6.3 - TECHNOLOGY TRANSFER AGREEMENTS**

6.6.3.1 - The Technology Transfer Agreements do not apply the rules contained in the **Simplified Regulation**.

6.6.3.1.1 - When Petrobras is the recipient of the technology, the authorization to enter into the Technology Transfer Agreement rests with the competent authority due to the transfer amount.

6.6.3.1.2 - As Petrobras is the supplier of the technology, the authorization to enter into the technology transfer agreement rests with the President or Director, with the delegation of competence allowed to the **Holders of the Organizational Units** subordinate to those authorities.

6.6.3.2 - Drafts of technology transfer agreements shall be submitted to prior analysis by the Legal Department, unless standards pre-approved by this **Organizational Unit** are adopted.

6.6.3.3 - The rules for entering into technology transfer agreements shall be adopted, by analogy and as appropriate, to the licenses of privileged assets from the perspective of intellectual property, to the know-how **contracts** and the like.

## 6.6.4 - LOGISTIC SUPPORT TRADE AGREEMENTS

6.6.4.1 - Petrobras may enter into commercial logistical support agreements used by it, extending it to third parties, in order to obtain economy in its core activities.

6.6.4.2 - The rules contained in the **Simplified Regulation** do not apply to these commercial agreements.

6.6.4.3 - Authorization to enter into commercial logistical support agreements is the responsibility of the Executive Manager of the **Organizational Unit** responsible for the agreement.

6.6.4.4 - Drafts of commercial logistical support agreements shall be submitted to the Legal Department for prior analysis, unless standards pre-approved by this **Organizational Unit** are adopted.

## 6.7 - LEASE AND RENTAL CONTRACTS

6.7.1 - For the Lease and Rental **Contracts**, the rules contained in the **Simplified Regulation**, the internal rules of Petrobras and the pertinent and current legislation shall apply.

6.7.1.1 - The values of the Table of Limits of Competence for contracting shall be applied to the Lease and Rental **Contracts**, and delegation shall be allowed.

6.7.2 - **Draft Lease** and Lease Agreements shall be submitted to the Legal Department for prior analysis, unless standards pre-approved by this **Organizational Unit** are adopted.

## 6.8 - LENDING CONTRACTS

6.8.1 - **Lending Contracts** do not apply the rules contained in the **Simplified Regulation**.

6.8.2 - In the case of property owned by Petrobras, the authorization for the **Execution of the Lending Contract** is the responsibility of the President and Directors of Petrobras, which is delegated to the **Holders of the Organizational Units** subordinate to those authorities.

6.8.2.1 - When the lender is the Federal Government, States, Municipalities and the Federal District, the competence rule provided for in item 1.3.2 of this Manual shall be observed.

6.8.2.2 - When Petrobras is the lender, authorization is granted to the **Holder of the Organizational Unit** responsible for contracting, with communication to the **Immediate Higher Authority**.

6.8.3 - **Draft of Lending Contract** shall be submitted to prior analysis by the Legal Department, except if standards pre-approved by this **Organizational Unit** are adopted.

## 6.9 - SPONSORSHIP CONTRACTS

6.9.1 - The sponsorship **contracts** aim to link the Petrobras brand to the realization of a project, aiming to gain a boost to Petrobras' institutional image.

6.9.1.1 - The Sponsorship **Contracts** are executed by **Direct Contracting**, due to the lack of bidding, in the form of the **Simplified Regulation**.

6.9.2 - When sponsorship is of interest to an **Organizational Unit** other than Institutional Communication, the latter shall be communicated of the fact, for the necessary measures.

6.9.2.1 - Draft sponsorship **contracts** shall be submitted to prior analysis of Institutional and Legal Communication.

6.9.2.2 - The sponsorship **contracts**, when applicable, shall contain a tax incentive clause, detailing the aspects necessary to obtain them.

6.9.2.3 - Payments agreed in the Sponsorship **Agreement** shall meet the schedule for holding events within each project.

6.9.2.4 - The sponsorship **contracts** shall contain, a counterpart clause with provision that any and all material made with the Petrobras brand may only be used and transmitted after approval by Petrobras.

6.9.2.5 - The values of the Table of Limits of Competence apply to the Sponsorship **Contracts** for contracting, delegation allowed.

6.9.3 - The sponsorship **contracts**, in addition to the contractual fines, shall provide for a provision that legitimizes Petrobras to reimburse the price paid, in the same percentage of non-compliance of the counterparts.

## 6.10 - BUSINESS OPPORTUNITIES

6.10.1 - Business opportunities (**Partnerships, Consortia** and other associative forms of a contractual nature), in the form in which they are developed, are not included in this Manual, being conducted by the interested **Organizational Units**, with Legal and Finance shall be consulted.

6.10.2 - The **Simplified Regulation** does not apply to contracts made by Consortia formed to develop projects in Operational Partnerships to which Petrobras is a party, regardless of whether or not it is the Operator.

6.10.2.1 - Petrobras, as Operator of the **Consortium**, shall observe the contracting rules established by the **Consortium**.

## CHAPTER 7 - OTHER BUSINESS FIGURES

### 7.1 - AGREEMENTS

7.1.1 - The agreements can be signed when mutual and primary interests occur between Petrobras and other entities, aiming at the execution of social, educational or cultural projects, through joint action.

7.1.2 - The signing of the agreements depends on prior approval of the **Work Plan**, for the execution of the object of the agreement.

7.1.2.1 - The **Work Plan** shall contain the provision of financial contribution for the realization of the object of the agreement, deadlines and stages of execution and form of transfer of the financial contribution.

7.1.3 - The agreement instrument shall include, among other clauses, those that establish the charges of the participants, the financial contribution, the form of transfer, term of effectiveness, forecast of closure and termination.

7.1.3.1 - In the form of transfer, the form and deadline for proving the use of the transfers shall be established, which, if not met, imply the impossibility of making the subsequent transfer.

7.1.3.2 - It shall be made explicit that, on the occasion of the advent of the term, termination or denunciation, imposing the extinction of the agreement, the **Beneficiary Participant** of the financial contribution shall perform a final accountability, under penalty of legitimizing the **Participant liable** for the transfer to demand it judicially.

7.1.3.3 - When the agreement is closed, upon final accountability, the **Transfer Member** shall demand the return of balances of the financial contribution that, despite being transferred, have not been used or have been used improperly by the **Beneficiary Participant**.

7.1.4 - Authorization to enter into agreements with the Federal Government, States, Municipalities or the Federal District is mandatorily within the competence of Petrobras' Executive Board.

7.1.4.1 - In other cases, the authorization shall meet the limit of competence due to the financial contribution.

7.1.5 - The minutes of the agreement instruments shall be submitted to the Legal Department, unless standards pre-approved by this **Organizational Unit** are adopted.

### 7.2 - COOPERATION TERMS

7.2.1 - When mutual interests and precipitations occur between Petrobras and other entities, aiming at the execution of a technological object, such as the development of prototypes, equipment tests, technical studies, a Cooperation Term may be signed.

7.2.1.1 - The Terms of Cooperation are subject to the procedural rules pertaining to the agreements, as provided for in items 1.3.3 and 7.1 of this Manual.

7.2.2 - Cooperation Terms may also be used, provided by specific agreements, when broad cooperation is sought with the definition of projects in the future.

### 7.3 - PROTOCOLS OF INTENT

7.3.1 - Petrobras may sign Protocols of Intent, aiming to explain future intentions regarding projects of common interest to the parties, provided that such protocols do not include the assumption of charges and obligations.

7.3.1.1 - When the Protocols of Intent provide for studies to be carried out by the parties, there shall be a clause providing for the sharing of costs.

7.3.2 - The authorization to sign Protocols of Intent is the responsibility of the President and Officers of Petrobras, delegation allowed to the **Holders of Organizational Units** subordinate to those authorities.

7.3.2.1 - Whenever the signing of a Protocol of Intent is authorized, the fact shall be communicated to the **Authority Immediately Superior** to the one that granted the authorization.

7.3.3 - The minutes of the Protocols of Intent shall be submitted to prior Legal Review.

### CHAPTER 8 - EVALUATION AND CONTROL

8.1 - The **Organizational Units** shall establish, according to their needs, internal control procedures on the processes for contracting goods and services and carry out periodic evaluations on these controls in order to ensure the effectiveness and observance of the processes under the **Simplified Regulation**, the current legal precepts and the other Petrobras regulatory instruments.

8.2 - The Materials Unit, in conjunction with the Units at the headquarters of Petrobras' business segments, shall assess and control the activity of supplying goods and services.

8.3 - It is up to the Internal Audit to evaluate the contracting activity using audit techniques and procedures.

### CHAPTER 9 - ADMINISTRATIVE PENALTIES

9.1 - Petrobras may apply the penalties provided for in this Manual to companies or professionals that negotiate and contract with them, due to the practice of illicit acts harmful to Petrobras or acts that cause loss.

9.1.1 - By professionals, we mean individuals, who negotiate or contract with PETROBRAS.

9.2 - The penalty has a corporate nature if the company is registered in the Petrobras Corporate Registration or, if not registered, has signed a contract with one or more **Organizational Units** in the previous two (2) years.

9.2.1 - The sanction may be local if the company is not registered in the Petrobras Corporate Register and has not signed a contract with more than one **Organizational Unit** in the previous two (2) years.

9.3 - Depending on the seriousness of the act performed, the following penalties are applicable:

a) warning;

b) suspension of participation in bidding, impediment to contract with Petrobras and suspension and impediment of the registration, for a period not exceeding two (2) years;

c) administrative fine;

9.3.1 - If there is imminent risk of damage and plausibility in the imputed facts, a precautionary measure of suspension may be determined, without the prior manifestation of the interested party.

9.3.2 - The sanctions applied may be extended to the partners and administrators of the sanctioned companies at the time the sanction was applied, in proportion to their guilt.



9.3.3 - The competence to apply sanctions, depending on its scope, is:

9.3.3.1 - In the event of warning, suspension and administrative fine from the General Manager of the Organizational Unit Responsible for PETROBRAS' Supplier Base.

9.3.3.2 - In the PAR-PB processes, in which there is a joint investigation of violations of the Bidding rules and Law 12.846/13, the authority to apply the administrative sanctions described in this MPC will be of the judgment authority of PAR-PB.

9.3.4 - The warning sanction is applicable whenever the act practiced, even if unlawful, is not sufficient to cause damage to Petrobras, its facilities, people, image, environment or third parties.

9.3.4.1 - The application of such a penalty implies in communicating the warning to the company, registering the penalty with the Petrobras Corporate Registration, regardless of whether it is a registered company or not.

9.3.4.2 - The recurrence of a practice punishable by warning, which occurred within a period of up to two (2) years from the first application, may give rise to the application of a mild suspension penalty.

9.3.5 - The suspension sanction is applicable whenever an action or omission that is capable of causing, or that has caused damage to Petrobras, its facilities, people, image, environment or third parties, is practiced.

9.3.5.1 - Depending on the damage that has occurred or is likely to occur, the suspension is mild (one to six months), medium (seven to twelve months), or severe (thirteen to twenty-four months).

9.3.5.1.1 - The penalty period starts from the notification of its application.

9.3.5.2 - The scope of the suspension penalty can be:

a) local - restricted to the **Organizational Unit** where the event occurred;

b) corporate - extended to all Petrobras **Organizational Units**.

9.3.5.3 - The suspension sanction matters, during its term:

a) suspension of registration, if any, or impediment of registration;

b) inability to participate in tenders and to contract with Petrobras.

9.3.5.4 - If there is a **Contract** in force between Petrobras and the sanctioned company or professional, Petrobras shall be entitled to terminate the plan or keep it in force. PETROBRAS may condition the maintenance of the term of a certain contract to the presentation of a guarantee, in the form determined by it, proportional to the remaining term of the contract and without the guarantee having an impact on the contract price, respecting the scope of application of the sanction.

9.3.5.5 - The application of such a sanction implies in the communication of the suspension to the company or the professional, and this fact is recorded in the information systems of the Petrobras Supplier Base, regardless of whether it is a registered company or not.

9.3.5.6 - The recurrence of a practice punishable by suspension, which occurred within a period of up to two (2) years from the end of the first application, may imply in the increase of the sanction to be applied.

9.3.6 - The administrative fine has a nature of sanction alternative to suspension sanction, with regard to its total or partial term, at the discretion of Petrobras.

9.3.6.1 - The amount of the administrative fine shall consider the amount and the provisions of the **Contract** or the summoning instrument, the impact caused to Petrobras or the Petrobras System and the size of the company to be sanctioned, the last requirement being waived when it is a natural person.

9.3.6.2 - The substitution of the suspension sanction, total or partial, by administrative fine, does not change the classification of the suspension in terms of severity, nor its consequences, in case of recurrence.

9.3.6.3 - The total or partial reduction in the company's suspension term extends to its partners and administrators, in the same proportion.

9.4 - The General Manager or equivalent, of the **Organizational Unit** where the event occurred, shall appoint a Committee for the Analysis of the Application of Sanctions, such information about an act considered subject to sanction shall be sent.

9.4.1 - The Committee, having knowledge of the act and possession of the evidence and proof, shall notify the company or professional in ten (10) business days from them to present a written defense.

9.4.2 - Whether the defense is presented or not, the Committee shall prepare a report, which includes:

a) the details of existing facts, evidence and proof;

b) the summary of the defense content, if presented, with the analysis of the arguments presented by the company or professional;

c) the definition of the occurrence, or not, of an act subject to sanction;

d) the proposal for the sanction application, its scope and, if applicable, the possibility of stipulating an administrative fine and its value, as an alternative sanction.

9.4.2.1 - The Committee can take steps to investigate and clarify the facts.

9.4.3 - The Committee shall refer the entire procedure to the Legal Department, for analysis of compliance with regular procedures and proportionality in the application of the penalty.

9.4.3.1 - After the Legal analysis, the Committee shall refer the entire procedure to the **Competent Authority** to decide on the application of the penalty.

## **CHAPTER 10 - FINAL PROVISIONS**

10.1 - The special situations not foreseen, as well as those arising from supervening facts, which require changes in this Manual, shall be analyzed by the Materials Unit and Legal, in articulation with the other **Organizational Units**, subject to changes to the approval of the Executive Board of Petrobras.

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