

Notice 11/2025

Basic Information

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INTERNATIONAL ELECTRONIC BIDDING

No. 90011/2025

CONTRACTOR

National Secretariat of Public Security - UASG 200331

OBJECT

Acquisition of portable thermal imaging camera

TOTAL CONTRACT VALUE

R\$ 18,070,660.46 (eighteen million, seventy thousand, six hundred and sixty reais and forty-six cents)

PUBLIC SESSION DATE

Date and time as published on the Federal Government Purchasing Portal (Brasília time)

LOCATION

Federal Government Purchasing Portal – <https://www.gov.br/compras/pt-br/>

JUDGMENT CRITERIA

Lowest price per item

DISPUTE MODE

Open and Closed

PREFERENCE ME/EPP/EQUIVALENT

No



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e apresente sua proposta!

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MINISTRY OF JUSTICE AND PUBLIC SECURITY**NATIONAL SECRETARIAT OF PUBLIC SECURITY****MANAGEMENT BOARD OF DIRECTORS OF THE NATIONAL PUBLIC SECURITY FUND****GENERAL COORDINATION OF BIDS AND CONTRACTS****INTERNATIONAL ELECTRONIC BIDDING Nº 90011/2025 - UASG 200331**

(Administrative Process No. 08020.002478/2025-12)

It is hereby made public that the Ministry of Justice and Public Security, through the National Secretariat of Public Security, headquartered at Esplanada dos Ministérios, Bloco T, Ed. Sede, 2nd floor, Room 201 - Bairro Zona Cívico Administrativa, Brasília/DF, CEP 70064-900, will hold an international bidding process, for price registration, in the AUCTION modality, in ELECTRONIC form, under the terms of Law No. 14,133, of April 1, 2021, of Decree No. 11,462, of March 31, 2023, of MJSP Ordinance No. 513, of September 15, 2020, and other applicable legislation and, further, in accordance with the conditions established in this Notice.

1. Of the object

1.1. The object of this bidding is the registration of prices for the acquisition of a **Portable Thermal Camera**, to meet the demand of the National Secretariat of Public Security and other participating bodies, according to the conditions, quantities and requirements established in this Notice and its annexes.

1.2. The bidding process will be divided into items, according to the table contained in the Terms of Reference, with the bidder being allowed to participate in as many items as they are interested in.

2. Participation in the bidding process

2.1. Interested parties whose field of activity is compatible with the object of the bidding and who are previously accredited in the Unified Supplier Registration System - SICAF and in the Federal Government Purchasing System (www.gov.br/compras) may participate in this contest.

2.1.1. Interested parties must meet the conditions required for registration with SICAF by the third business day prior to the date scheduled for receipt of proposals.

2.2. The bidder is exclusively and formally responsible for the transactions carried out in his/her name, and assumes that his/her proposals and bids are firm and true, including acts carried out directly or by his/her representative, excluding the liability of the system provider or the body or entity promoting the bidding for any damages resulting from improper use of access credentials, even by third parties.

2.3. It is the responsibility of the registered person to check the accuracy of their registration data in the Systems listed in the previous item and to keep them updated with the bodies responsible for the information, and must immediately correct or change the records as soon as they identify an inaccuracy or they become out of date.

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

2.5. Foreign companies that do not operate in the country may participate directly in the competition, and must be registered at least at Level I of SICAF.

2.5.1. Foreign companies that do not operate in the country must appoint legal representatives in Brazil, whether individuals or legal entities, for administrative and judicial purposes.

2.6. Foreign bidders may also participate by registering with SICAF as a Foreign Supplier.

2.7. The following may not participate in this tender:

- 2.7.1. anyone who does not meet the conditions of this Notice and its annex(s);
- 2.7.2. a natural or legal person who, at the time of the bidding, is unable to participate in the bidding due to a sanction imposed on him/her;
- 2.7.3. anyone who maintains a technical, commercial, economic, financial, labor or civil relationship with a manager of the contracting body or entity or with a public agent who performs a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a direct line, collateral line or by affinity, up to the third degree;
- 2.7.4. controlling, controlled or affiliated companies, under Law No. 6,404 of December 15, 1976, competing with each other;
- 2.7.5. an individual or legal entity that, in the 5 (five) years prior to the publication of the notice, has been convicted in court, with a final judgment, for exploiting child labor, for subjecting workers to conditions analogous to slavery or for hiring adolescents in cases prohibited by labor legislation;
- 2.7.6. public agent of the bidding body or entity;
- 2.7.7. legal entities grouped together in a consortium;
- 2.7.8. Civil Society Organizations of Public Interest - OSCIP, acting in this capacity;
- 2.7.9. A public agent of the contracting body or entity may not participate, directly or indirectly, in the bidding process or in the execution of the contract, and situations that may constitute a conflict of interest during or after the exercise of the position or employment must be observed, in accordance with the legislation that governs the matter, in accordance with § 1 of art. 9 of Law No. 14,133 of 2021.

2.9. The impediment referred to in item 2.7.2 will also apply to the bidder who acts as a substitute for another person, whether natural or legal, with the intention of circumventing the effectiveness of the sanction applied to it, including its controlling, controlled or affiliated company, provided that the illicit act or fraudulent use of the legal personality of the bidder is duly proven.

2.10. Companies that are part of the same economic group are considered to be the same as the authors of the project.

2.11. The prohibition set out in item 2.7.6 extends to third parties who assist in conducting the contracting process as members of a support team, specialized professional or employee or representative of a company providing technical advice.

3. Price registration

3.1. The rules regarding the managing bodies and participants, as well as any adhesions, are those contained in the draft Price Registration Minutes.

4. Completing the proposal

4.1. The bidder must submit his/her proposal by filling in the following fields in the electronic system:

4.1.1. Unit value of the item;

4.1.2. Brand/Manufacturer;

4.1.3. Model/Version;

4.1.4. Quantity quoted, which must respect the minimum of 50% (fifty percent) of the item.

4.1.4.1. If it is not a whole number, the immediately higher whole number will be considered as the quantity to be verified.

4.2. All specifications of the object contained in the proposal are binding on the bidder.

4.2.1. The bidder may submit a proposal in a quantity lower than the maximum amount foreseen for contracting, in accordance with item 4.1.4.

4.3. The proposed values will include all operational costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the execution of the object, including those arising from all acts necessary for opening a letter of credit, customs clearance, including fees, tariffs and taxes related to: import license, customs clearance, unloading of the transport vehicle, customs storage, stevedoring, airport expenses, freight and others that may be necessary, costs with cargo handling, including, possibly, third-party services or labor, due in the country of origin or in Brazil, as the case may be, and other costs that may directly or indirectly affect the object of the bid, including indicating the appropriate classification in the Common Nomenclature of Mercosur/Common External Tariff (NCM)/TEC, with the respective highlight.

4.4. The prices offered, both in the initial proposal and at the bidding stage, will be the sole responsibility of the bidder, who will not have the right to request any change, under the allegation of error, omission or any other pretext.

4.5. If the company's tax regime involves the collection of taxes in variable percentages, the appropriate quotation will be the one that corresponds to the average of the company's actual collections in the last twelve months.

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

4.7. Submission of proposals implies mandatory compliance with the provisions contained therein, in accordance with the Terms of Reference, with the bidder assuming the commitment to execute the object of the bid in accordance with its terms, as well as to provide the necessary materials, equipment, tools and utensils, in quantities and qualities appropriate for perfect contractual execution, promoting, when required, their replacement.

4.7.1. The validity period of the proposal shall not be less than **180 (one hundred and eighty)** days, counting from the date of its submission.

4.7.2. Bidders must respect the maximum prices established in the rules governing federal public procurement when participating in public tenders, as well as the maximum prices provided for in the Terms of Reference;

4.8. Failure by the Administration to comply with the above-mentioned rules on the part of contractors may result in liability by the Federal Court of Auditors and, after due legal process, may result in the following consequences: the signing of a deadline for the adoption of the measures necessary for the exact compliance with the law, in accordance with article 71, item IX, of the Constitution; or the conviction of the responsible public agents and the contractor to pay for losses to the public treasury, if overbilling due to overpricing is verified in the execution of the contract.

4.9. **National or foreign** bidders may submit their proposal in Reais, Euros or US Dollars; however, to register in the Compras.gov.br system, it is necessary to inform the amount in Reais.

4.9.1. Payment made to the Brazilian bidder eventually hired will be made in national currency (Real).

4.10. For registration in the Compras.gov.br electronic system, the amounts proposed in foreign currency (Euro or US Dollar) must be converted into Brazilian currency (Real - R\$) at the **PTAX exchange rate for sale at the closing of 3 (three) business days before the date of the opening of the contest** (<https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes>).

4.11. The price proposal for imported equipment (Annex IV - Proposal Model), presented by foreign bidders or their respective representatives, for judgment purposes only, must be equalized, that is, increased by the encumbrances resulting from the same taxes that exclusively burden bidders established in Brazil regarding the final sale transaction.

4.12. For the purpose of comparing proposals, as provided for in art. 52, § 4º of Law nº 14.133/21, where applicable, the percentages corresponding to the Tax on Circulation of Goods (ICMS), IPI, PIS and COFINS will be considered encumbrances.

4.13. The **foreign bidder**, when registering the proposal and bidding phase in the electronic system Compras.gov.br, must consider the equalized unit value, according to the value of "J" in Annex IV - Proposal Model (Proposal for Imported Equipment).

4.13.1. In the event of acceptance of the proposal submitted by a foreign bidder, for award purposes, the auctioneer will carry out negotiations to make the reference value compatible when concluding the contract, in accordance with the value of "L" in Annex IV - Proposal Model (Proposal for Imported Equipment).

4.14. The **Brazilian bidder**, when registering the proposal and bidding phase in the electronic system Compras.gov.br, must consider the unit value with taxes, according to the value of "G" in Annex IV - Proposal Model (Proposal for National or Nationalized Equipment).

4.15. Any tax, cost or expense, direct or indirect, related to the supply of the object of this bidding, omitted or incorrectly quoted in the proposal will be considered as included in the price, and it will not be possible to claim increases under this argument.

4.16. The proposed values will include all operational costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the supply of goods.

4.17. The International Trade Term - INCOTERM to be adopted will be DPU (Delivered at Place Unloaded) and DAP (delivered at location), being that:

a) The Contracting Party will be the importer.

b) The Contractor will be the exporter.

4.18. Proposals must be prepared in accordance with the models available in the annexes to the Terms of Reference.

5. Opening the session, classifying proposals and formulating bids

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

5.2. Bidders may withdraw or replace the proposal or qualification documents, where applicable, previously entered into the system, up until the opening of the public session.

5.3. The system will provide a specific field for exchanging messages between the Auctioneer and bidders.

5.4. Once the competitive stage has begun, bidders must submit bids exclusively through an electronic system and will be immediately informed of their receipt and the amount recorded in the registry.

5.5. The bid must be made for the unit value of the item.

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

5.7. The bidder may only offer a bid of a value lower than the last one offered by him and registered by the system.

5.8. The minimum range of difference in values or percentages between bids, which will apply to both intermediate bids and the proposal that covers the best offer, must be **R\$10.00 (ten reais)**.

5.9. The bidder may, once only, delete his/her last bid offered, within fifteen seconds after registering in the system, in the event of an inconsistent or unfeasible bid.

5.10. The procedure for submitting bids in this electronic auction will adopt the "**open and closed**" bidding mode, where bidders will submit public and successive bids, with a final and closed bid.

5.10.1. The bidding stage of the public session will initially last fifteen minutes. After this period, the system will send a notice of imminent closing of bids, after which a randomly determined period of up to ten minutes will elapse, after which the reception of bids will automatically close.

5.10.2. Once the deadline set out in the previous subitem has ended, the system will provide an opportunity for the author of the lowest bid and those with offers up to 10% (ten percent) higher than that to offer a final and closed bid within five minutes, which will be confidential until the end of this deadline.

- 5.10.3. In the procedure referred to in the subitem above, the bidder may choose to maintain his/her last bid from the open stage, or to offer a better bid.
- 5.10.4. If there are not at least three offers under the conditions defined in this item, the authors of the best subsequent bids, in order of classification, up to a maximum of three, may offer a final and closed bid within five minutes, which will be confidential until the end of this period.
- 5.10.5. After the deadlines established in the previous items have ended, the system will sort and publish the bids in ascending order of value.
- 5.14. After the deadlines established in the previous subitems have ended, the system will order and publish the bids in ascending order of value.
- 5.11. Two or more bids of the same value will not be accepted, with the one received and registered first prevailing.
- 5.12. During the public session, bidders will be informed, in real time, of the value of the lowest bid registered, without identifying the bidder.
- 5.13. In the event of disconnection with the Auctioneer, during the competitive stage of the Auction, the electronic system may remain accessible to bidders to receive bids.
- 5.14. When the disconnection of the electronic system for the auctioneer persists for more than ten minutes, the public session will be suspended and restarted only after twenty-four hours have passed since the Auctioneer communicated the fact to the participants, on the website used for dissemination.
- 5.15. If the bidder does not submit any bids, he/she will compete with the value of his/her proposal.
- 5.17. There may only be a tie between equal proposals (not followed by bids), or between final bids of the closed phase of the open and closed bidding mode.
- 5.17.1. In the event of a tie between proposals or bids, the tiebreaker criterion will be that provided for in art. 60 of Law No. 14,133 of 2021, in this order:
- 5.17.1.1. final dispute, in which case tied bidders may submit a new proposal immediately after classification;
 - 5.17.1.2. assessment of the prior contractual performance of bidders, for which registration records should preferably be used to attest to compliance with obligations provided for in this Law;
 - 5.17.1.3. development by the bidder of actions for equity between men and women in the workplace, in accordance with regulations;
 - 5.17.1.4. development by the bidder of an integrity program, in accordance with the guidelines of the control bodies.
- 5.17.2. If the tie persists, preference will be granted, successively, to the goods produced by:
- 5.17.2.1. companies established in the Federal District;
 - 5.17.2.2. Brazilian companies;
 - 5.17.2.3. companies that invest in research and technology development in the country;
 - 5.17.2.4. companies that prove the practice of mitigation, in accordance with Law No. 12,187, of December 29, 2009;
 - 5.17.2.5. Once all other tie-breaking criteria provided for by law have been exhausted, the winning bidder will be selected by drawing lots, in a public event, to which all bidders will be invited, and any other procedure is prohibited process.
- 5.18. Once the bid submission stage of the public session has concluded, if the proposal of the first placed bidder remains above the maximum price defined for the contract, the auctioneer may negotiate more advantageous conditions, after the result of the judgment has been defined.

5.18.1. Negotiations may be made with the other bidders, according to the order of classification initially established, when the first placed bidder, even after negotiation, is disqualified because his/her proposal remains above the maximum price defined by the Administration.

5.18.2. The negotiation will be carried out through the system and can be monitored by other bidders.

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

5.18.4. The auctioneer will request the highest ranked bidder to, within **2 (two) hours**, submit the proposal, **as per Annex IV - Proposal Model**, appropriate to the last bid offered after the negotiation, accompanied by **a technical file, product catalog and declarations**, proving compliance with the technical specifications, and if applicable, other complementary documents, when necessary to confirm those required in this Notice and already presented.

5.18.5. The auctioneer is authorized to extend the established deadline, based on a reasoned request made in the chat by the bidder, before the deadline ends.

5.19. After negotiating the price, the Auctioneer will begin the proposal acceptance and evaluation phase.

6. Submission of the proposal and qualifying documents

6.1. In this bidding process, the qualification phase will follow the proposal and bid submission and judgment phases.

6.2. Bidders shall submit, exclusively through the electronic system, the proposal with the price, in accordance with the judgment criteria adopted in this Notice, by the date and time established for the opening of the public session.

6.3. When registering the initial proposal, the bidder shall declare, in the appropriate field of the system, that:

6.3.1. is aware of and agrees with the conditions contained in the notice and its annexes, as well as that the proposal presented includes the full costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and terms of conduct adjustment in force on the date of its final delivery and that it fully complies with the qualification requirements defined in the call instrument;

6.3.2. does not employ anyone under the age of 18 in night work, dangerous or unhealthy work and does not employ anyone under the age of 16, except for anyone over the age of 14 as an apprentice, in accordance with article 7, XXXIII, of the Constitution;

6.3.3. does not have employees performing degrading or forced labor, in compliance with the provisions of items III and IV of art. 1 and item III of art. 5 of the Federal Constitution;

6.3.4. complies with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, as provided for by law and other specific regulations.

6.3.5. that it is aware that, if successful, it must implement an Integrity Program within 6 (six) months, from the date of signing of the contract, in accordance with MJSP Ordinance No. 513, of 2020, if the contractor is MJSP, whose contract values are equal to or greater than R\$ 10,000,000.00 (ten million reais).

6.4. Any false statement referred to in items 6.3 will subject the bidder to the sanctions provided for in Law No. 16,133 of 2021 and in this Notice.

6.5. Bidders may withdraw or replace their proposals until the public session opens.

6.6. There will be no ranking order in the stage of submission of the proposal and qualification documents by the bidder, which will only occur after the procedures for opening the public session and the bid submission phase.

6.7. The documents that make up the proposal of the bidders called to submit proposals will be made available for public access after the bid submission phase.

6.8. As long as the functionality is made available in the system, the bidder may parameterize its minimum final value when registering the proposal and must comply with the following rules:

6.8.1. the application of the minimum range of difference in values between bids, which will apply both to intermediate bids and to the bid that covers the best offer; and

6.8.2. bids will be sent automatically by the system, respecting the minimum final value, if established, and the range referred to in the subitem above.

6.9. The minimum final value parameterized in the system may be changed by the supplier during the dispute phase, and the following is prohibited:

6.9.1. value higher than the bid already registered by the supplier in the system.

6.10. The minimum final value parameterized in the form of item 6.9 will be confidential for the other suppliers and for the body or entity promoting the bidding, and may be made strictly and permanently available to the external and internal control bodies.

6.11. It will be up to the bidder interested in participating in the bidding to monitor the operations in the electronic system during the bidding process and be responsible for the burden resulting from the loss of business due to failure to observe messages issued by the Administration or its disconnection.

6.12. The bidder must immediately notify the system provider of any event that may compromise confidentiality or security, for immediate blocking of access.

7. The trial phase

7.1. The judging criterion adopted will be the lowest price per item.

7.2. Once the negotiation stage is concluded, the auctioneer will verify whether the bidder provisionally ranked first meets the conditions for participation in the event, as provided for in art. 14 of Law No. 14,133/2021, related legislation and in item 3.7 of the notice, especially regarding the existence of a sanction that prevents participation in the event or future contracting, by consulting the following records:

7.2.1. SICAF;

7.2.2. National Registry of Punished Companies – CNEP, maintained by the Comptroller General of the Union (<https://portal.datransparencia.gov.br/pagina-interna/603244-cnep>);

7.3. The consultation of the records will be carried out in the name and CNPJ of the bidding company.

7.3.1. Consultation with the CNEP regarding the sanctions provided for in Law No. 8,429 of 1992 will also occur in the name and CPF of the majority shareholder of the bidding company, if any, by force of art. 12 of the aforementioned law.

7.4. If the bidder's Status Inquiry indicates the existence of Indirect Impeding Occurrences, the Auctioneer will take steps to verify whether there was fraud on the part of the companies indicated in the Indirect Impeding Occurrences Report. (IN nº 3/2018, art. 29, *caput*)

7.4.1. The attempted fraud will be verified through corporate ties, similar supply lines, among others. (IN nº 3/2018, art. 29, §1º), in particular the following characteristics:

- a) identity of the partners;
- b) performance in the same field of activity;
- c) date of incorporation of the new company after the date of application of the sanction of suspension/impediment or declaration of unsuitability;
- d) sharing or transfer of the same physical, technical and/or human resources structure.
- e) identity (or proximity) of address of establishments;
- f) identity of telephones, e-mails and other contact information

7.4.2. In the presence of a convergent set of indications referred to in the previous subitem, the Auctioneer will record, in the "chat", the occurrences raised, suspend the contest and provide the bidder with the opportunity to exercise the adversarial system and full defense, in the system's own field, within a period of 5 (five) days, and the bidder must present all clarifications and documentation tending to refute the suspicion of the practice of illicit behavior.

7.4.3. If an attempt to defraud or circumvent the effects of the sanction applied to another company is found, based on §1 of art. 14 in conjunction with art. 160 of Law No. 14,133/2021, the Auctioneer, when extending to the bidder the effects of the sanctions that result in the impossibility of bidding and contracting with the Administration:

- a) will disqualify the bidder due to legal unfitness to assume obligations with the Administration;
- b) will report the fact to the higher authority for the initiation of a specific administrative procedure aimed at exhaustively investigating the facts and possibly holding the bidder accountable for engaging in inappropriate behavior.

7.5. The price proposal submitted, which must be in accordance with Annex IV - Proposal Model, Proposal Checklist, technical documents (folders, catalogue, etc.) and compliance certifications, will be analyzed, and the winning proposal will be disqualified if:

- 7.5.1. contains irremediable defects;
- 7.5.2. not complying with the technical specifications contained in the Terms of Reference;
- 7.5.3. present unfeasible prices or remain above the maximum price defined for the contract;
- 7.5.4. their feasibility has not been demonstrated, when required by the Administration;
- 7.5.5. present non-compliance with any other requirements of this Notice or its annexes, provided that it is irremediable.

7.6. In the case of goods, values lower than 50% (fifty percent) of the value budgeted by the Administration are an indication that the proposals are unfeasible.

7.6.1. Unenforceability, in the case referred to in the caput, will only be considered after due diligence by the auctioneer, who check:

- 7.6.1.1. that the bidder's cost exceeds the bid value; and
- 7.6.1.2. there are no opportunity costs capable of justifying the size of the offer.

7.6. If there are signs that the price proposal is unfeasible, or if additional clarifications are needed, steps may be taken to ensure that the company proves the feasibility of the proposal.

7.7. Errors in completing the proposal do not constitute grounds for disqualification. The proposal may be adjusted by the supplier within the timeframe indicated by the system, provided that there is no increase in the price and that it is proven that the price is sufficient to cover all the costs of the contract;

7.7.1. The Auctioneer may carry out due diligence to support his decision regarding the assessment of the best proposal, allowing for the supplementation of information and the subsequent submission of documents that may attest to conditions that existed prior to the opening of the public session of the contest (Judgment No. 1211/2021 - TCU - Plenary).

7.7.2. If there are flaws in the proposal, the Auctioneer must take steps to correct and/or rectify them, so that the proposal may only be disqualified if any existing flaws are irremediable, in compliance with the provisions of item III of art. 12 of Law No. 14,133/2022.

7.8. For the purposes of analyzing the proposal regarding compliance with the object specifications, a written statement from the sector requesting the service or the area specialized in the object may be collected.

8. Qualification phase

8.1. The documents provided for in the Terms of Reference, necessary and sufficient to demonstrate the bidder's capacity to carry out the object of the bidding, will be required for qualification purposes, in accordance with articles 62 to 70 of Law No. 14,133 of 2021.

8.1.1. The documentation required for legal, tax, social, labor and economic-financial qualification purposes may be replaced by registration in SICAF.

8.2. For the participation of foreign companies that do not operate in the country, as far as possible, they will meet the requirements of legal, tax, social, labor, economic-financial and technical qualification, through the presentation of equivalent documents, initially presented in free translation.

8.3. Foreign companies that are unable to submit the documentation required in the Terms of Reference, due to specific legislation in the bidder's country of origin, must submit a statement stating that it is impossible to comply with the requirements, together with the legislation that determines the impossibility and authenticated by the respective consulate, which may be freely translated into Brazilian Portuguese or translated by a sworn translator in Brazil.

8.4. In the event that the winning bidder is a foreign company that does not operate in the country, for the purposes of signing the contract or the price registration report, the documents required for qualification will be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660 of January 29, 2016, or another that may replace it, or consularized by the respective consulates or embassies.

8.5. The documents required for qualification purposes may be presented in original, copy or digital form, when possible to verify their authenticity, and must be attached to the compras.gov.br system.

8.5.1. If there is reasonable doubt as to the authenticity or due to another duly justified reason, the Auctioneer may, at any time, request the bidder to send, in original or certified copy, the documents sent under the terms of the previous item.

8.5.1.1. proof of authenticity of a copy of a public or private document may be provided to an agent of the Administration, upon presentation of the original or a declaration of authenticity by a lawyer, under his/her personal responsibility;

8.5.2. The originals or certified copies, if requested, must be sent to the General Coordination of Tenders and Contracts of the National Secretariat of Public Security, located at Esplanada dos Ministérios, Bloco T, Ed. Sede, Sala 508 - Bairro Zona Cívico Administrativa, Brasília/DF, CEP 70064-900, within the period stipulated by the Auctioneer.

8.6. The documents required for qualification purposes may be replaced by a registration record issued by a public body or entity, provided that the registration was made in compliance with the provisions of Law No. 14,133/2021.

8.7. It will be verified whether the bidder has submitted a declaration that he/she meets the qualification requirements, and the declarant will be responsible for the veracity of the information provided, in accordance with the law (art. 63, I, of Law No. 14,133/2021).

8.8. It will be verified whether the bidder has submitted to the system, under penalty of disqualification, the declaration that he/she complies with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, as provided for by law and other specific rules.

8.9. The bidder must submit, under penalty of disqualification, a declaration that its economic proposals include the full costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and terms of conduct adjustment in force on the date of submission of the proposals.

8.10. Qualification will be verified through SICAF, in the documents covered by it.

8.10.1. There will only be a need to prove fulfillment of requirements by presenting the original non-digital documents when there is doubt regarding the integrity of the digital document or when the law expressly requires it. (IN nº 3/2018, art. 4, §1, and art. 6, §4).

8.11. It is the bidder's responsibility to check the accuracy of their registration data in SICAF and keep them updated with the bodies responsible for the information, and must immediately correct or change the records as soon as they identify an inaccuracy or they become out of date. (IN nº 3/2018, art. 7, *caput*).

8.11.1. Failure to comply with the provisions of the previous item may result in disqualification at the time of qualification. (IN nº 3/2018, art. 7, sole paragraph).

8.12. Verification by the auctioneer on official websites of bodies and entities issuing certificates constitutes a legal means of proof for qualification purposes.

8.12.1. Documents required for qualification that are not included in SICAF will be sent through the system, in digital format, within **2 (two) hours**, extendable for the same period, counted from the auctioneer's request.

8.13. Verification in SICAF or the requirement of documents not contained therein **will only be made in relation to the winning bidder**.

8.13.1. Documents relating to tax compliance set out in the Terms of Reference will only be required, in any case, after the proposals have been assessed, and **only from the highest-ranking bidder**.

8.14. After submission of the documents for qualification, replacement or presentation of new documents will not be permitted, except in the case of due diligence, for (Law 14,133/21, art. 64, and IN 73/2022, art. 39, §4):

8.14.1. supplementation of information regarding documents already submitted by bidders and provided that it is necessary to ascertain facts existing at the time of the opening of the competition;

8.14.2. updating of documents whose validity has expired after the date of receipt of the proposals;

8.14.3. the presentation of declaratory documents issued unilaterally by the bidder; and

8.14.4. the presentation of documents that attest to conditions that existed prior to the opening of the public session of the competition (Ruling No. 1211/2021 - TCU - Plenary).

8.15. Qualification documents must refer to the bidding company, unless, demonstrably, after the date of issuance of the respective documents, there is a subsequent contractual change or transfer of technical assets.

8.15.1. In the case of a branch, the legal qualification and tax and labor regularity documents must be in the name of the branch, except those that, by their very nature, are issued only in the name of the head office.

8.15.2. Documents relating to technical and economic-financial qualification may be presented in the name of the head office or branch.

8.16. When analyzing the qualification documents, the contracting committee may correct errors or flaws that do not alter the substance of the documents and their legal validity, by means of a reasoned decision, recorded in minutes and accessible to all, granting them effectiveness for qualification and classification purposes.

8.17. If the bidder does not meet the qualification requirements, the auctioneer will examine the subsequent proposal and so on, in the order of classification, until a proposal is found that meets this notice, observing the deadline set out in subitem 8.12.1.

8.18. Only the qualification documents of the bidder whose proposal meets the bidding notice will be made available for public access after the procedures referred to in the previous subitem have been completed.

8.19. Proof of tax and labor regularity of microenterprises and small businesses will only be required for contracting purposes, and not as a condition for participation in the bidding process (art. 4 of Decree No. 8,538/2015).

9. From the price registration minutes

9.1. Once the bidding result has been approved, the highest-ranking bidder will have a period of 5 (five) days, counted from the date of its call, to sign the Price Registration Minutes, the validity period of which is set out therein, under penalty of forfeiture of the right to contract, without prejudice to the sanctions provided for in Law No. 14,133 of 2021.

9.2. The call period may be extended once, for the same period, upon request by the highest-ranking bidder or the summoned supplier, provided that:

(a) the request is duly justified and submitted within the time limit; and

(b) the justification presented is accepted by the Administration.

9.3. The price registration minutes will be signed using a digital signature and made available in the price registration system.

9.4. As many Price Registration Minutes as necessary will be formalized to register all items listed in the Terms of Reference, indicating the winning bidder, the description of the item(s), the respective quantities, registered prices and other conditions.

9.5. The registered price, with the indication of the suppliers, will be published in the PNCP and made available during the validity of the price registration minutes.

9.6. The existence of registered prices will imply a commitment to supply under the established conditions, but will not oblige the Administration to contract, with the possibility of carrying out a specific bidding process for the intended acquisition, provided that it is duly justified.

9.7. If the person summoned does not sign the price registration minutes within the deadline and under the conditions established, the Administration may summon the remaining bidders on the reserve list, in the order of classification, to do so within the same deadline and under the conditions proposed by the first classified bidder.

10. Administrative infractions and sanctions

11.1. The bidder who, with intent or negligence: commits an administrative infraction, in accordance with the law:

11.1.1. failing to submit the documentation required for the competition or failing to submit any document that has been requested by the auctioneer during the competition;

11.1.2. Except as a result of a duly justified supervening fact, do not maintain the proposal especially when:

11.1.2.1. not sending the appropriate proposal to the last bid offered or after negotiation;

11.1.2.2. refuse to send the proposal details when required;

11.1.2.3 request to be disqualified when the competitive stage ends; or

11.1.2.4. failure to submit a sample;

11.1.2.5. submit a proposal or sample that does not comply with the specifications of the notice;

11.1.3. not to enter into the contract or not to submit the documentation required for the contract, when called upon within the validity period of the proposal;

11.1.3.1. refuse, without justification, to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the period established by the Administration;

11.1.4. submit a false statement or documentation required for the contest or make a false statement during the bidding process

11.1.5. rigging the bidding process

11.1.6. behave in an inappropriate manner or commit fraud of any nature, especially when:

11.1.6.1. act in collusion or in violation of the law;

11.1.6.2. deliberately mislead in judgment;

11.1.6.3. present a falsified or deteriorated sample;

11.1.7. commit unlawful acts with a view to frustrating the objectives of the bidding process

11.1.8. commit a harmful act as provided for in Article 5 of Law No. 12,846 of 2013.

11.2. Based on Law No. 14,133 of 2021, the Administration may, after regular administrative proceedings, ensuring prior defense, apply the following sanctions to bidders and/or successful bidders, without prejudice to civil and criminal liabilities:

11.2.1. warning;

11.2.2. fine;

11.2.3. impediment to bidding and contracting and

11.2.4. declaration of unsuitability to bid or contract, while the reasons for the punishment persist or until rehabilitation is promoted before the authority that applied the penalty.

11.3. When applying sanctions, the following will be considered:

11.3.1. the nature and gravity of the offence committed.

11.3.2. the peculiarities of the specific case

11.3.3. aggravating or mitigating circumstances

11.3.4. the damages resulting therefrom for the Public Administration

11.3.5. the implementation or improvement of an integrity program, in accordance with the standards and guidelines of the control bodies.

11.4. The fine will be collected at a rate of 0.5% to 30% on the value of the contract tendered, collected within a maximum period of 15 (fifteen) business days, counting from the official communication.

11.4.1. For the violations provided for in items 11.1.1, 11.1.2 and 11.1.3, the fine will be 0.5% to 15% of the value of the contract tendered.

11.4.2. For the violations provided for in items 11.1.4, 11.1.5, 11.1.6, 11.1.7 and 11.1.8, the fine will be 15% to 30% of the value of the contract tendered.

11.5. The sanctions of warning, prohibition from bidding and contracting and declaration of unsuitability to bid or contract may be applied, cumulatively or not, to the penalty of a fine.

11.6. When a fine is imposed, the interested party will be given the right to present a defense within 15 (fifteen) business days from the date of notification.

11.7. The sanction of prohibition from bidding and contracting will be applied to the person responsible due to the administrative infractions related in items 11.1.1, 11.1.2 and 11.1.3, when the imposition of a more severe penalty is not justified, and will prevent the person responsible from bidding and contracting within the scope of the direct and indirect Public Administration of the federative entity to which the body or entity belongs, for a maximum period of 3 (three) years.

11.8. The responsible party may be subject to a sanction of declaration of unsuitability to bid or contract, as a result of the infractions set forth in items 11.1.4, 11.1.5, 11.1.6, 11.1.7 and 11.1.8, as well as for the administrative infractions set forth in items 11.1.1, 11.1.2 and 11.1.3 that justify the imposition of a more severe penalty than the sanction of prohibition from bidding and contracting, the duration of which shall observe the term provided for in art. 156, §5, of Law No. 14,133/2021.

11.9. The unjustified refusal of the successful bidder to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the period established by the Administration, described in item 11.1.3, will characterize total non-compliance with the obligation assumed and will subject it to penalties and the immediate loss of the proposal guarantee in favor of the body or entity promoting the bidding, under the terms of art. 45, §4º of IN SEGES/ME No. 73, of 2022.

11.10. The determination of liability related to sanctions preventing bidding and contracting and declaration of unsuitability to bid or contract will require the initiation of a liability process to be conducted by a committee composed of 2 (two) or more permanent employees, which will assess known facts and circumstances and notify the bidder or successful bidder to, within 15 (fifteen) business days, counted from the date of their notification, present a written defense and specify the evidence they intend to produce.

11.11. An appeal may be filed within 15 (fifteen) business days of the application of the sanctions of warning, fine and prohibition from bidding and contracting, counted from the date of notification, which shall be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within 5 (five) business days, shall forward the appeal with its reasons to the higher authority, which shall issue its decision within a maximum period of 20 (twenty) business days, counted from the receipt of the case.

11.12. A request for reconsideration of the application of the sanction of declaration of unsuitability to bid or contract must be submitted within 15 (fifteen) business days, counted from the date of notification, and decided within a maximum period of 20 (twenty) business days, counted from its receipt.

11.13. The appeal and the request for reconsideration will have a suspensory effect on the act or decision appealed against until a final decision is made by the competent authority.

11.14. The application of the sanctions provided for in this notice does not exclude, under any circumstances, the obligation to fully repair the damages caused.

11.15. To ensure the full defense and adversarial rights of bidders, notifications will be sent electronically to the email addresses provided in the commercial proposal, as well as those registered by the company in SICAF.

11.15.1. The email addresses provided in the commercial proposal and/or registered with Sicaf will be considered to be in continuous use by the company, and there will be no claim of ignorance of communications demonstrably sent to them.

11. Formation of the reserve register

10.1. After the bidding process has been approved, the following will be included in the minutes as an attachment:

10.1.1. of bidders who accept to quote the object with a price equal to that of the successful bidder, taking into account the classification in the bidding;
and

10.1.2. of bidders who maintain their original proposal

10.2. The order of classification of bidders or suppliers registered in the minutes will be respected in the contracting process.

10.2.1. The submission of new proposals in the form of this item will not affect the result of the contest in relation to the best-ranked bidder.

10.2.2. For the purposes of the ranking order, bidders or suppliers who agree to quote the object at a price equal to that of the successful bidder will precede those who maintain their original proposal.

10.3. The qualification of bidders that will make up the reserve list will be carried out when there is a need to hire the remaining bidders, in the following cases:

10.3.1. when the winning bidder does not sign the price registration minutes within the time period and under the conditions established in the notice;
or

10.3.2. when the supplier's registration or price registration is cancelled, in the cases provided for in art. 28 and art. 29 of Decree No. 11,462/23.

10.4. In the event that none of the bidders who agreed to quote the object at a price equal to that of the successful bidder agree to the contract under the same terms and conditions proposed by the first classified bidder, the Administration, taking into account the estimated value and its eventual update in the manner provided for in the notice, may:

10.4.1. call the bidders who maintained their original proposal for negotiation, in the order of classification, with a view to obtaining a better price, even if above the price of the successful bidder; or

10.4.2. award and sign the contract under the conditions offered by the remaining bidders, in accordance with the ranking order, when negotiations for better conditions fail.

12. Resources

12.1. The filing of an appeal regarding the evaluation of proposals, the qualification or disqualification of bidders, the cancellation or revocation of the bidding process, shall comply with the provisions of art. 165 of Law No. 14,133 of 2021.

12.2. The appeal period is 3 (three) working days, counted from the date of notification or preparation of the minutes.

12.3. When the appeal filed challenges the judgment of the proposals or the act of qualification or disqualification of the bidder:

12.3.1. the intention to appeal must be expressed immediately, under penalty of preclusion;

12.3.2. the deadline for expressing the intention to appeal shall not be less than 10 (ten) minutes.

12.3.3. the period for presenting grounds for appeal will begin on the date of notification or the drawing up of the qualification or disqualification report;

12.4. Appeals must be submitted in the appropriate field in the system.

12.5. The appeal shall be addressed to the authority that issued the act or issued the appealed decision, which may reconsider its decision within 3 (three) business days, or, within the same period, forward the appeal to the higher authority, which shall issue its decision within 10 (ten) business days, counted from the receipt of the case.

12.6. Appeals filed after the deadline will not be considered.

12.7. The deadline for the submission of counter-arguments to the appeal by other bidders will be 3 (three) business days, counted from the date of personal notification or the announcement of the filing of the appeal, ensuring immediate access to the elements essential to the defense of their interests.

12.8. The appeal and the request for reconsideration will have a suspensory effect on the act or decision appealed against until a final decision is made by the competent authority.

12.9. Acceptance of the appeal invalidates only acts that cannot be used.

12.10. The case files will remain open to interested parties on the website of the Ministry of Justice and Public Security - MSJP, and access must be requested through electronic petitioning at https://www.gov.br/mj/pt-br/canais_atendimento/sei-servico-eletronico-de-informacoes, "CASE CONSULTATION".

13. General provisions

13.1. Minutes of the public session will be published in the electronic system.

13.2. If there is no business or any supervening event occurs that prevents the auction from taking place on the scheduled date, the session will be automatically transferred to the first subsequent business day, at the same time previously established, provided there is no communication to the contrary by the Auctioneer.

13.3. All time references in the Notice, in the notice and during the public session will be in Brasília - DF time.

13.4. The approval of the result of this bidding process will not imply the right to contract.

13.5. The rules governing the bidding process will always be interpreted in favor of expanding the dispute between interested parties, as long as they do not compromise the interests of the Administration, the principle of equality, the purpose and security of the contract.

13.6. Bidders assume all costs of preparing and submitting their bids and the Administration shall not, under any circumstances, be liable for such costs, regardless of the conduct or outcome of the bidding process.

13.7. When counting the deadlines established in this Notice and its Annexes, the start date will be excluded and the due date will be included. Deadlines will only start and end on business days at the Administration.

13.8. Failure to comply with non-essential formal requirements will not result in the disqualification of the bidder, provided that it is possible to take advantage of the act, observing the principles of equality and public interest.

13.9. In the event of any discrepancy between the provisions of this Notice and its annexes or other documents that make up the process, those of this Notice shall prevail.

13.10. The Notice and its annexes are available in full on the National Public Procurement Portal (PNCP) and at the electronic address "CONSULTATION https://www.gov.br/mj/pt-br/canais_atendimento/sei-servico-eletronico-de-informacoes, PROCEDURAL".

13.11. For all intents and purposes, the following annexes form part of this Notice:

13.11.1. Annex I - Terms of Reference No. 9/2025

13.11.1.1. Annex to the IA Technical Specifications Terms of Reference

13.11.1.2. Appendix to Annex I - Preliminary Technical Study No. 9/2025

13.11.2. Annex II - Draft Contract Term No. 6/2025

13.11.3. Annex III - Minutes of Price Registration No. 6/2025

13.11.4. Annex IV - Proposal Model

14. Objection to the notice and request for clarification

14.1. Any person is a legitimate party to challenge this Notice for irregularities in the application of Law No. 14,133 of 2021, and must file the request up to 3 (three) business days before the date of the opening of the contest.

14.2. The response to the objection or request for clarification will be published on the official website within 3 days. (three) business days, limited to the last business day prior to the date of opening of the competition.

14.3. The objection and request for clarification may be made electronically, through the following means: e-mail licitacao.senasp@mj.gov.br.

14.4. Objections and requests for clarification **do not suspend the deadlines set out in the competition.**

14.4.1. Granting a suspensive effect to the objection is an exceptional measure and must be justified by the contracting agent, in the bidding process records.

14.5. If the objection is accepted, a new date for the competition will be defined and published.

15. Responsible parties

All electronic signatures follow the official Brasilia time and are based on §3 of Art. 4 of [Decree No. 10,543, of November 13, 2020](#). _____

CAMILA KUHL PINTARELLI

Director of Management of the National Public Security Fund



Electronically signed on 02/06/2025 at 13:55:01.

Terms of Reference 9/2025

Basic Information

Number of artifact	UASG	Edited by	Updated on
9/2025	200331-NATIONAL SECRETARY OF PUBLIC SAFETY	CAMILA KELLY PEREIRA FERREIRA	05/14/2025 11:46 (v 1.0)
Status			
SIGNED			

Other information

Category	Contract Number	Administrative Process
II - purchase, including by order/Permanent goods		08020.002478/2025-12

1. Object definition

1.1. Price registration for the acquisition of **Portable Thermal Camera**, according to the table below, according to conditions and requirements established in this instrument.

ITEM	DESCRIPTION	CATMAT	UNIT OF MEASURE	AMOUNT	VALUE UNITARY	TOTAL VALUE
1	Portable Thermal Camera 313179		Unit	389	R\$ 46,454.14	R\$ 18,070,660.46
TOTAL						R\$ 18,070,660.46

1.2. The goods subject to this contract are characterized as common, as justified in the Technical Study. Preliminary, appendix to this Terms of Reference.

1.3. The object of this contract does not qualify as a luxury good, according to Decree No. 10,818, of September 27, 2021, and with the purposes established by SEGES/MGI Normative Instruction No. 4, of February 2, 2023.

1.4. The term of the contract is 12 (twelve) months from the date of signing of the contract, in accordance with article 105 of Law No. 14,133, of 2021.

1.5. The contract provides greater detail on the rules that will be applied in relation to the term of the contract.

1.6. The reference for the order/request is a minimum of 10% of the total quantity of the contracting body.

1.7. The individual quantities of the managing body and the participating bodies are detailed in the Draft Price Registration Minutes, Annex III of the Notice.

1.8. Due to the lack of specific material codes (CATMAT) for the items, bidders must consider the description of each item covered by this contest.

2. Justification for hiring

2.1. The Justification for the Contract and its quantities is detailed in a specific Topic of the Studies Preliminary Technical Reports, appendix to this Terms of Reference.

2.2. The purpose of the contract is set out in the 2024 Annual Procurement Plan, as detailed below:

I) PCA ID at PNCP: 00394494000136-0-000005/2024

- II) Date of publication in the PNCP: 20/05/2023
- III) Item ID in PCA: 260, 261
- IV) Class/Group : 4240 - SAFETY AND RESCUE EQUIPMENT
- V) Future Hiring Identifier: 200331-90141/2024

3. Solution description

3.1. The description of the solution as a whole is detailed in a specific topic of the Preliminary Technical Studies, appendix to these Terms of Reference.

4. Hiring requirements

4.1. The contracting requirements are detailed in a specific topic of the Preliminary Technical Studies, appendix to these Terms of Reference, where we highlight:

Sustainability:

4.2. In addition to the sustainability criteria eventually included in the object description, the following requirements must be met, which are based on the National Guide to Sustainable Contracting:

4.2.1. The bidder must submit, together with the proposal, copy(ies) of **certification(s)** issued by an official public institution or accredited institution, or by other equivalent means of proof that during the production and packaging of the goods supplied, the sustainability requirements were met, or a **DECLARATION** committing to observe and comply with the environmental requirements and sustainability requirements.

4.2.2. In addition to good practices related to sustainability, the future Contractor must:

- a) separate waste such as paper, plastic, metal, glass and organic waste for appropriate collection companies, respecting the Brazilian Standards published by the Brazilian Association of Technical Standards - ABNT on solid waste;
- b) separate and store fluorescent lamps and aerosol bottles in general in suitable containers for specific disposal, when discarded;
- c) provide employees with the safety equipment necessary to perform services;
- d) rationalize the use of potentially toxic/polluting substances;
- e) replace toxic substances with non-toxic or less toxic ones;
- f) periodically train employees on good practices for reducing waste/pollution;
- g) promote recycling and proper disposal of waste generated in cleaning, sanitation and maintenance activities;
- h) promote environmentally appropriate final disposal, whenever legislation so requires, as in the case of tires, batteries, etc.
- i) meet the requirements for reusing or recycling its waste, after its validity period has expired, complying, where applicable, with the provisions of Law No. 12,305, of August 2, 2010.

Subcontracting

4.3. Subcontracting of the contractual object is not permitted.

Hiring guarantee

4.4. The contracting guarantee referred to in articles 96 et seq. of Law No. 14,133 of 2021 will be required at a rate of 2% (two percent) of the contract value, according to the rules set out in the contract.

4.5. In the event of opting for the surety bond, the winning party must present it, at the latest, by the date of signing the contract.

4.6. The guarantee, in the form of a deposit or bank guarantee, must be provided within 10 business days after signing the contract.

4.7. The contract provides further details of the rules that will be applied in relation to the contract guarantee.

Proposal compliance

4.8. In order to accept the proposal, the bidder must submit a detailed **Technical** Data Sheet for the thermographic camera, containing: Complete description of the equipment; Formal proof of compliance with all required technical requirements; and Specification of the brand, model and version of the product. The **User** Manual must be submitted, with clear and updated instructions for operating the equipment.

4.9. In the requirements of the basic characteristics that refer to compliance with the NFPA 1801:2021 standard, when not subject to proof in the Technical Data Sheet, the bidder must present a **DECLARATION** from the manufacturer, attesting to compliance.

4.10. Documents submitted, when in a foreign language, must contain a free translation into Brazilian Portuguese.

Warranty and Technical Assistance

4.11. The bidder must submit a **DECLARATION** that it will provide support infrastructure and technical assistance in national scope, starting at most from the date of the effective delivery of the first batch, under penalty of a fine, assuming the return of the equipment to the user institution, in perfect usability conditions, within a period of up to 90 (ninety) calendar days, when the maintenance, repairs and replacement of parts, or, up to 120 (one hundred and twenty) calendar days, when replacing the equipment, counted from the request of the owner of the asset.

Contractual guarantee of goods

4.12. The warranty period for the thermal imaging camera will be at least 5 years; 2 years for batteries and 1 year for accessories, count from the date of final receipt by the contract execution committee.

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

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

Delivery locations for goods

4.15. Materials may be delivered to any Brazilian capital, at the address defined in the object authorization order, to be forwarded to the contractor after signing the contract or commitment note.

5. Object Execution Model

Delivery Conditions

5.1. The delivery period for the goods is **180 (one hundred and eighty) days**, counted from the receipt of the supply order or the export license from the country of origin of the equipment, whichever occurs last, in a single shipment, to the addresses that will be provided by the contracting body.

5.2. If delivery is not possible on the scheduled date, the company must communicate the respective reasons at least 48 (forty-eight) hours in advance so that any request for extension of the deadline can be analyzed, except in cases of unforeseeable circumstances and force majeure.

5.3. The goods must be delivered to the addresses stipulated in the supply order of the contracting body, which may be in any state capital of the federation.

5.3.1. If the contractor wishes the material to be delivered to a location other than the state capital/Federal District, it must request the contractor's consent.

Receiving the Lot

5.4. The receiving Agency must test the equipment in accordance with the specification and issue a technical opinion to the chairman of the committee for judgment;

5.5. At the discretion of the Receiving Committee, samples may be taken from the delivered batches, randomly and in satisfactory quantities, for quality analysis, as described in the specification, by a duly accredited Product Certification Body and at the supplier's expense;

5.6. Receipt of the material will be refused if the characteristics of the samples submitted for examination do not satisfy the indexes and/or requirements of this specification.

Warranty, maintenance and technical assistance

5.7. The warranty period for the thermographic camera must be at least 5 (five) years for the battery, at least 2 (two) years, and 1 (one) year for other accessories, or the one provided by the manufacturer, when longer, counted from the first business day following the date of final receipt of the object.

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

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

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

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

5.12. The Contractor must provide support infrastructure and technical assistance nationwide, starting at the latest from the date of effective delivery of the first batch, under penalty of a fine, assuming the return of the equipment to the user institution, in perfect usable conditions, within a period of up to 90 (ninety) calendar days, in the case of maintenance, repairs and replacement of parts, or up to 120 (one hundred and twenty) calendar days, in the case of replacement of the equipment, counted from the request of the owner of the asset.

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

5.12.2. Support and technical assistance at a national level may alternatively be provided at a centralized location defined by the manufacturer, operated through reverse logistics, with collection and return of the object under the responsibility of the Contractor.

5.12.3. Technical support and assistance may be provided at the Contracting Party's facilities, with the Contractor being responsible for the costs of travelling by a qualified technician.

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

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

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

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

5.17. The supplier must ensure warranty and technical assistance throughout the national territory, against any manufacturing defects, or replacement of components:

5.17.1. the manufacture of all spare parts for a period of at least ten years from the date of delivery of the purchased equipment;

5.18. The costs of any travel and accommodation of the technician to the location where the service is requested, during the warranty period, will be borne by the contractor, who will be responsible for resolving any defects resulting from errors and/or omissions, flaws in the design of the project. Only damages or defects resulting from inappropriate use of the equipment or external influences from third parties, not attributable to the contractor, will be excluded.

6. Contract management model

6.1. The contract must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of Law No. 14,133 of 2021, and each party will be liable for the consequences of its total or partial non-execution.

6.2. In the event of impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended for the corresponding period, with such circumstances being noted by means of a simple note.

6.3. Communications between the body or entity and the contractor must be made in writing whenever the act requires such formality, and the use of electronic messages for this purpose is permitted.

6.4. The body or entity may summon a company representative to take measures that must be complied with immediately.

6.5. After signing the contract or equivalent instrument, the body or entity may summon the representative of the contracted company to an initial meeting to present the inspection plan, which will contain information about the contractual obligations, inspection mechanisms, strategies for executing the object, the contractor's complementary execution plan, if any, the method for measuring results and applicable sanctions, among others.

Oversight

6.6. The execution of the contract must be monitored and supervised by the contract inspector(s), or their respective substitutes (Law No. 14,133, of 2021, art. 117, caput).

6.7. The contract inspection team will be responsible for monitoring compliance with the deadline for submitting supporting documents regarding the obligation set out in item 7.1.7 of these Terms of Reference.

6.8. After analyzing the conformity of the information, the contract inspection team must inform the unit of the Ministry of Justice and Public Security responsible for the Integrity Program and the contracted company.

6.8.1. In case of failure to comply with the obligation to present the Integrity Program within the established deadlines, the inspection team must take the appropriate measures to apply a penalty to the contracted company.

6.9. After the contractor implements or adapts the Integrity Program, the inspection team must monitor the execution of the program, through the report sent by the contractor, every six months.

6.9.1. In case of failure to submit the half-yearly report, the inspection team must notify the contracted company and proceed to record the incident.

Technical Inspection

6.10. The technical contract inspector will monitor the execution of the contract, so that all conditions established in the contract are met, in order to ensure the best results for the Administration. (Decree No. 11,246, of 2022, art. 22, VI);

6.10.1. The technical contract inspector will record in the contract management history all occurrences related to the execution of the contract, describing what is necessary to regularize the faults or defects observed.

(Law No. 14,133, of 2021, art. 117, §1, and Decree No. 11,246, of 2022, art. 22, II);

6.10.2. If any inaccuracy or irregularity is identified, the contract's technical inspector will issue notifications for the correction of the execution of the contract, determining a deadline for the correction. (Decree No. 11,246, of 2022, art. 22, III);

6.10.3. The technical inspector of the contract shall inform the contract manager, in a timely manner, of the situation that requires a decision or adoption of measures that exceed his/her competence, so that he/she may adopt the necessary and corrective measures, if applicable. (Decree No. 11,246, of 2022, art. 22, IV).

6.10.4. In the event of occurrences that may make it impossible to execute the contract on the agreed dates, the contract's technical inspector will immediately communicate the fact to the contract manager. (Decree No. 11,246, of 2022, art. 22, V).

6.10.5. The technical inspector of the contract must communicate to the contract manager, in a timely manner, the termination of the contract under his/her responsibility, with a view to timely renewal or contractual extension (Decree No. 11,246, of 2022, art. 22, VII).

Administrative Inspection

6.11. The administrative inspector of the contract will verify the maintenance of the contractor's qualification conditions, monitor the commitment, payment, guarantees, glosses and the formalization of annotations and additional terms, requesting any pertinent supporting documents, if necessary (Art. 23, I and II, of Decree No. 11,246, of 2022).

6.11.1. In the event of non-compliance with contractual obligations, the administrative contract inspector will act promptly to resolve the problem, reporting to the contract manager so that he can take appropriate measures, when it exceeds his competence; (Decree No. 11,246, of 2022, art. 23, IV).

Contract Manager

6.12. The contract manager will coordinate the updating of the contract monitoring and inspection process, containing all formal records of execution in the contract management history, such as the service order, occurrence record, changes and contract extensions, preparing a report with a view to verifying the need for adjustments to the contract in order to meet the administration's purpose. (Decree No. 11,246, of 2022, art. 21, IV).

6.13. The contract manager will monitor the records made by the contract inspectors of all occurrences related to the execution of the contract and the measures adopted, informing, if applicable, the higher authority of those that exceed their competence. (Decree No. 11,246, of 2022, art. 21, II).

6.14. The contract manager will monitor the maintenance of the contractor's qualification conditions, for the purposes of expense commitment and payment, and will note any problems that hinder the normal flow of expense settlement and payment in the potential risk report. (Decree No. 11,246 of 2022, art. 21, III).

6.15. The contract manager shall issue a document proving the assessment carried out by the technical, administrative and sectoral inspectors regarding compliance with obligations assumed by the contractor, mentioning its performance in the execution of the contract, based on objectively defined and measured indicators, and any penalties applied, which must be included in the registry of attestation of compliance with obligations. (Decree No. 11,246, of 2022, art. 21, VIII).

6.16. The contract manager will take steps to formalize an administrative accountability process for the purpose of applying sanctions, to be conducted by the committee referred to in art. 158 of Law No. 14,133 of 2021, or by the agent or sector with competence to do so, as the case may be. (Decree No. 11,246 of 2022, art. 21, X).

6.17. The contract manager must prepare a final report with information on the achievement of the objectives that justified the contract and any measures to be adopted to improve the Administration's activities. (Decree No. 11,246 of 2022, art. 21, VI).

6.18. The contract manager must send the relevant documentation to the contracts department to formalize the settlement and payment procedures, in the amount determined by the inspection and management under the terms of the contract.

7. Measurement and payment criteria

Receipt

7.1. The goods will be provisionally received, in summary form, upon delivery, together with the invoice or equivalent collection instrument, by the person responsible for monitoring and supervising the contract, for the purpose of later verifying their compliance with the specifications contained in the Terms of Reference and in the proposal.

7.2. Goods may be rejected, in whole or in part, including before provisional receipt, when they do not comply with the specifications contained in the Terms of Reference and the proposal, and must be replaced within 5 (five) days, counting from the notification of the contractor, at its own expense, without prejudice to the application of penalties.

7.2.1. The receiving Agency must test the equipment in accordance with the specification and issue a technical opinion to the chairman of the committee for judgment;

7.2.2. At the discretion of the Receiving Committee, samples may be taken from the delivered batches, randomly and in satisfactory quantities, for quality analysis, as described in the specification, by a duly accredited Product Certification Body and at the supplier's expense;

7.2.3. Receipt of the material will be refused if the characteristics of the samples submitted for examination do not satisfy the indexes and/or requirements of this specification.

7.3. Final receipt will occur within 8 (eight) business days, counting from the receipt of the invoice or equivalent collection instrument by the Administration, after verification of the quality and quantity of the material and subsequent acceptance through a detailed term.

7.4. For contracts resulting from expenses whose values do not exceed the limit referred to in item II of art. 75 of Law No. 14,133 of 2021, the maximum period for final receipt will be up to 4 (four) business days.

7.5. The deadline for final receipt may be exceptionally extended, in a justified manner, for the same period, when there is a need for due diligence to assess compliance with contractual requirements.

7.6. In the event of a dispute over the execution of the object, regarding its size, quality and quantity, the content of art. 143 of Law No. 14,133 of 2021 must be observed, communicating the company to issue an Invoice regarding the undisputed portion of the execution of the object, for the purpose of settlement and payment.

7.7. The deadline for the contractor to resolve inconsistencies in the execution of the object or to correct the invoice or equivalent collection instrument, verified by the Administration during the analysis prior to the settlement of expenses, will not be computed for the purposes of final receipt.

7.8. Provisional or definitive receipt will not exclude civil liability for the solidity and safety of the service nor ethical-professional liability for the perfect execution of the contract.

7.9. ICMS rates different from those defined in the proposal, or when the contractor is entitled to exemption, will be adjusted according to the rate stated in the Invoice, with payment adjusted upwards or downwards according to the actual rate.

Liquidation

7.10. Once the Invoice or equivalent collection document has been received, a period of ten business days will run for settlement purposes, as per this section, extendable for the same period, in accordance with art. 7, §2 of SEGES/ME Normative Instruction No. 77/2022.

7.10.1. The term referred to in the previous item will be reduced by half, maintaining the possibility of extension, in the case of contracts resulting from expenses whose values do not exceed the limit referred to in item II of art. 75 of Law No. 14,133, of 2021.

7.11. For settlement purposes, the competent sector must verify whether the invoice or equivalent collection instrument presented expresses the necessary and essential elements of the document, such as:

7.11.1. the validity period;

7.11.2. the date of issue;

7.11.3. the details of the contract and the contracting body;

7.11.4. the respective period of execution of the contract;

7.11.5. the amount to be paid; and

7.11.6. possible highlighting of the amount of applicable tax withholdings.

7.12. If there is an error in the presentation of the invoice or equivalent collection instrument, or circumstances that prevent the settlement of the expense, the expense will be suspended until the contractor takes corrective measures, with the period restarting after proof of regularization of the situation, at no cost to the contractor;

7.13. The invoice or equivalent collection instrument must be accompanied by proof of tax regularity, verified through an online consultation with SICAF or, if it is not possible to access said System, by consulting the official websites or the documentation mentioned in art. 68 of Law No. 14,133 of 2021.

7.14. The Administration must consult SICAF to: a) verify the maintenance of the qualification conditions required in the notice; b) identify a possible reason that prevents participation in a bidding process, within the scope of the body or entity, which implies a prohibition to contract with the Public Authority, as well as indirect impediments (REGULATORY INSTRUCTION No. 3, OF APRIL 26, 2018).

7.15. If the contractor is found to be in an irregular situation with SICAF, he/she will be notified in writing so that he/she can regularize his/her situation within 5 (five) business days or present his/her defense within the same period. The period may be extended once, for the same period, at the discretion of the contractor.

7.16. If there is no regularization or if the defense is considered unfounded, the contractor must inform the bodies responsible for monitoring tax regularity regarding the contractor's default, as well as the existence of payment to be made, so that the pertinent and necessary means can be activated to guarantee the receipt of their credits.

7.17. If the irregularity persists, the contractor must adopt the necessary measures to terminate the contract in the corresponding administrative proceedings, ensuring the contractor full defense.

7.18. If the object is effectively executed, payments will be made normally, until a decision is made to terminate the contract, if the contractor does not regularize his/her situation with SICAF.

Payment term

7.19. Payment will be made within 10 (ten) business days from the completion of the settlement of the expense, as per the previous section, in accordance with SEGES/ME Normative Instruction No. 77, of 2022.

7.20. In the event of delay by the Contractor, the amounts owed to the contractor will be monetarily updated between the end of the payment term and the date of effective payment, by applying the IPCA monetary correction index.

Payment method

7.21. Payment will be made by bank order, for credit to the bank, branch and current account indicated by the contractor.

7.22. The date of payment will be considered the day on which the bank order for payment is issued.

7.23. Upon payment, tax withholding as provided for in applicable legislation will be carried out.

7.23.1. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established in current legislation will be withheld at source when payment is made.

7.24. Contractors who regularly opt for the Simples Nacional, under the terms of Complementary Law No. 123 of 2006, will not be subject to tax withholding on taxes and contributions covered by that regime. However, payment will be subject to the presentation of proof, by means of an official document, that they are entitled to the favorable tax treatment provided for in said Complementary Law.

7.25. **For foreign companies that submitted** bids in foreign currency (Dollars or Euros), payment will be made by means of an International Letter of Credit issued by Banco do Brasil S/A and guaranteed by a first-tier bank indicated by the bidder, in accordance with current legislation, the validity of which will correspond to the delivery date of the object of the bid and its release for payment will occur in stages, upon communication to be made to the issuer, after the issuance of the Final Receipt Instrument, as follows:

- a) The Contracting Party will be the applicant.
- b) The Contractor will be the beneficiary.
- c) The notifying bank (advising bank) abroad will be established by Banco do Brasil S/A in accordance with the contractor's head office country.
- d) The negotiating bank responsible for payment abroad will be established by Banco do Brasil S/A in accordance with the contractor's head office country.
- e) The examination of the documentation required and delivered by the contractor to the bank will be carried out within 21 (twenty-one) banking days.
- f) The documentary credit will be made in the confirmed, irrevocable and non-transferable form.
- g) The validity of the documentary credit will be sufficient to cover the execution period defined in the Terms of Reference.

7.25.1. The pro-forma invoice(s) must be forwarded to the Contracting Party for the purpose of requesting the opening of documentary credit.

7.25.2. The expenses related to opening the documentary letter of credit with Banco do Brasil will be borne by the Contractor and must be included in its proposal.

7.25.3. All financial transactions will be carried out through Banco do Brasil S/A, under the order of the Contracting Party.

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

7.25.5. Effective payment and settlement under the terms of art. 63 of Law No. 4,320/64, will be considered after authorization for the negotiating bank to make the payment to the beneficiary or by deposit into a bank account opened in Brazil in the manner established by the Central Bank of Brazil.

7.25.6. In the event of delay in payment attributable to the contractor for execution of the object, the expenses related to the renewal or extension of the documentary credit with Banco do Brasil S/A, including those related to the increase in the exchange rate, during the period of fulfillment, will be reimbursed by the contractor, without prejudice to the respective contractual sanctions.

7.26. **For Brazilian companies that submitted** proposals in foreign currency (Dollars or Euros), payment will be made in Reais (R\$), converted at the current sales exchange rate for foreign currency according to the value made available by the Information System of the Central Bank of Brazil - SISBACEN, Closing Bulletin for the business day immediately prior to the date of actual payment.

Credit assignment

7.27. The fiduciary assignment of credit rights with a financial institution is permitted, under the terms and in accordance with the procedures set out in SEGES/ME Normative Instruction No. 53, of July 8, 2020, in accordance with the rules of this present topic.

7.27.1. Non-fiduciary credit assignments will not be accepted.

7.28. The effectiveness of the assignment of credit, of any nature, in relation to the Administration, is subject to the execution of an addendum to the administrative contract.

7.29. Without prejudice to the regular fulfillment of the contractual obligation to comply with all qualification conditions by the contractor (assignor), the execution of the credit assignment addendum and the making of the respective payments are also subject to the tax and labor regularity of the assignee, as well as to the certification that the assignee is not prevented from bidding and contracting with the Government, in accordance with the legislation in force, or from receiving tax or credit benefits or incentives, directly or indirectly, in accordance with art. 12 of Law No. 8,429 of 1992, all in accordance with Opinion JL-01, of May 18, 2020.

7.30. The credit to be paid to the assignee is exactly that which would be allocated to the assignor (contractor) for the execution of the contractual object, leaving absolutely intact all defenses and exceptions to payment and all other clauses exceeding the common law applicable in the legal regime of public law applicable to administrative contracts, including the possibility of payment into a linked account or payment upon effective proof of the generating fact, when applicable, and the discount of fines, disallowances and losses caused to the Administration. (REGULATORY INSTRUCTION No. 53, OF JULY 8, 2020 and Annexes)

7.31. The assignment of credit will not affect the execution of the contracted object, which will remain under the full responsibility of the contractor.

8. Supplier selection criteria

Selection method and proposal assessment criteria

8.1. The supplier will be selected through a BIDDING procedure, in the INTERNATIONAL BIDDING modality, in ELECTRONIC form, with the adoption of the LOWEST PRICE judgment criterion.

Supply form

8.2. The supply of the object will be complete.

Qualification requirements

8.3. For qualification purposes, the bidder must prove the following requirements:

Legal qualification

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

8.5. **Individual entrepreneur:** registration in the Public Registry of Commercial Companies, by the Commercial Board of the respective headquarters;

8.6. **Individual Microentrepreneur - MEI:** Certificate of Individual Microentrepreneur Status - CCMEI, whose acceptance will be subject to verification of authenticity on the website <https://www.gov.br/empresas-e-negocios/pt-br/empreendedor>;

8.7. **Business corporation, single-member limited liability company – SLU or company identified as a limited liability individual company - EIRELI:** registration of the articles of association, bylaws or articles of association in the Public Registry of Commercial Companies, by the Commercial Board of the respective headquarters, accompanied by supporting documents from its administrators.

8.8. **Foreign business corporation:** authorization to operate in Brazil, published in the Official Gazette of the Union and filed with the Commercial Board of the federative unit where the branch, agency, subsidiary or establishment is located, which will be considered as its headquarters, in accordance with DREI/ME Normative Instruction No. 77, of March 18, 2020.

8.9. **Simple company:** registration of the articles of association in the Civil Registry of Legal Entities of the location of its headquarters, accompanied by supporting documents from its administrators;

8.10. **Branch, subsidiary or agency of a simple or business company:** registration of the articles of association of the branch, subsidiary or agency of the simple or business company, respectively, in the Civil Registry of Legal Entities or in the Public Registry of Commercial Companies where it operates, with endorsement in the Registry where the head office is located.

8.11. **Foreign companies that do not operate in the country:**

8.11.1. proof of regular legal existence, by means of a valid document from the bidder's country of origin, related to the articles of association, bylaws or articles of association in force, duly registered, in the case of commercial companies, and, in the case of a corporation, accompanied by documents electing its directors and all amendments or respective consolidation; and

8.11.2. document signed by the bidding company, constituting its legal representative in Brazil, an individual or legal entity, with express powers to receive citation and respond administratively and judicially for the represented company in the acts arising from this bidding, including signing inherent documents.

8.12. The documents submitted must be accompanied by all amendments or the respective consolidation.

Tax, social and labor qualification

8.13. Proof of registration in the National Registry of Legal Entities or the Registry of Individuals, as applicable.

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

8.15. Proof of regularity with the Severance Pay Guarantee Fund (FGTS);

8.16. Proof of non-existence of unpaid debts before the Labor Court, through the presentation of a negative or positive certificate with negative effect, in accordance with Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943;

8.17. Proof of registration in the State/District taxpayer registry relating to the supplier's domicile or headquarters, relevant to its line of business and compatible with the contractual purpose;

8.18. Proof of regularity with the State/District Treasury of the supplier's domicile or headquarters, relating to the activity in which it contracts or competes;

8.19. If the supplier is considered exempt from State/District taxes related to the contractual object, he/she must prove this condition by presenting a declaration from the respective Tax Authority of his/her domicile or headquarters, or another equivalent, in accordance with the law.

Economic and Financial Qualification

8.20. Certificate of no civil insolvency issued by the distributor of the bidder's domicile or registered office, in the case of an individual, provided that their participation in the bidding process is permitted (art. 5, item II, item "c", of Seges/ME Normative Instruction No. 116, of 2021), or of a simple company;

- 8.21. Certificate of no bankruptcy issued by the distributor of the supplier's headquarters - Law No. 14,133 of 2021, art. 69, caput, item II);
- 8.22. Balance sheet, income statement and other accounting statements for the last 2 (two) financial years, proving;
- 8.22.1. General Liquidity (LG), Current Liquidity (LC), and General Solvency (SG) ratios greater than 1 (one);
- 8.22.2. Companies created in the financial year of the bidding process must meet all qualification requirements and may replace the accounting statements with the opening balance sheet.
- 8.22.3. The documents referred to above will be limited to the last financial year if the legal entity was established less than 2 (two) years ago;
- 8.22.4. The documents referred to above must be required based on the limit defined by the Brazilian Federal Revenue Service for the transmission of Digital Accounting Records - ECD to Sped.
- 8.23. If the bidding company presents a result lower than or equal to 1 (one) in any of the General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) indexes, a minimum capital of 10% of the total estimated value of the relevant portion will be required for qualification purposes.
- 8.24. Companies created in the fiscal year of the bidding process must meet all qualification requirements and may replace the accounting statements with the opening balance sheet. (Law No. 14,133 of 2021, art. 65, §1).
- 8.25. Compliance with the economic indexes set out in this item must be certified by means of a statement signed by a qualified accounting professional, presented by the supplier.
- 8.26. **In the case of foreign companies: Certificate** issued by an official body of the respective country, observing its respective effective date, or, in the absence of express effective date, attesting that the foreign company is not in the process of bankruptcy, composition, judicial recovery or other similar institution that may in any way compromise the faithful fulfillment of the obligations arising from the contract.

Technical Qualification

- 8.27. Proof of suitability for the supply of similar goods of equivalent or higher technological and operational complexity with the object of this contract, or with the relevant item, through the presentation of certificates or attestations, by legal entities under public or private law, or regularly issued by the competent professional council, when applicable.
- case.
- 8.27.1. For the purposes of the verification referred to in this subitem, the certificates must relate to contracts executed with the following minimum characteristics:
- 8.27.1.1. Having supplied an equal or similar object, duly certified in accordance with TR, in a quantity corresponding to at least 10% (ten percent) of the quantity offered for the respective item. If 10% (ten percent) is not a whole number, the immediately higher whole number will be considered as the quantity to be proven.
- 8.27.1.1.1. Similar means the supply of any Autonomous Respiratory Rescue Protection Equipment and Digital Cameras.
- 8.27.2. For the purposes of proving the minimum quantity, the presentation and sum of different certificates executed simultaneously will be accepted.
- 8.27.3. Certificates of technical capacity may be presented in the name of the supplier's head office or subsidiary.
- 8.27.4. The supplier shall provide all information necessary to prove the legitimacy of the certificates, presenting, when requested by the Administration, a copy of the contract that supported the hiring, the current address of the contractor and the place where the contracted object was executed, among other documents.
- 8.27.5. In the case of **foreign companies**, the Certificate of Technical Capacity in a foreign language may be freely translated into Portuguese.

8.27.6. Proof by a **national or foreign company** may be provided by presenting commercial invoices. invoice, when the purchase is destined for foreign soil.

For foreign companies that do not operate in Brazil

8.28. Foreign companies that do not operate in the country, as far as possible, will meet the qualification requirements. legal, fiscal, social, labor, economic-financial and technical, upon presentation of equivalent documents.

8.29. Foreign companies that are unable to submit the documentation required in the Terms of Reference, due to specific legislation of the bidder's country of origin must submit a statement informing the impossibility of complying to them, together with the legislation that determines the impossibility.

8.30. Documents presented in a foreign language may be freely translated into Brazilian Portuguese, provided that for the purposes of signing the contract or the price registration minutes, the documents must be translated by a translator sworn in the Country and/or apostilled in accordance with the provisions of Decree No. 8,660, of January 29, 2016, or another that come to replace it, or consularized by the respective consulates or embassies.

Proposal Analysis

8.31. The bidder must submit a commercial proposal, in accordance with the model in Annex IV of the Notice, corresponding to the value negotiated end.

8.32. For the proposal to be accepted, the bidder must present a detailed **Technical Data Sheet** for the thermographic camera, containing: Complete description of the equipment; Formal proof of compliance with all required technical requirements; and Specification of the brand, model and version of the product. The **User Manual must be presented**, with clear and updated for equipment operation.

8.33. In the requirements of the basic characteristics that reference compliance with the NFPA 1801:2021 standard, when not subject to proof in the Technical Sheet, the bidder must present a **DECLARATION** from the manufacturer, attesting to compliance.

8.34. The bidder must submit, together with the proposal, copy(ies) of **certification(s)** issued by a public institution. official or accredited institution, or by other equivalent means of proof that during the production and packaging of the goods provided, sustainability requirements have been met, or **DECLARATION** committing to observe and comply with the environmental requirements and sustainability demands.

8.35. The bidder must submit a **DECLARATION** that it will provide support infrastructure and technical assistance in national scope, starting at most from the date of the effective delivery of the first batch, under penalty of a fine, assuming the return of the equipment to the user institution, in perfect usability conditions, within a period of up to 90 (ninety) calendar days, when the maintenance, repairs and replacement of parts, or, up to 120 (one hundred and twenty) calendar days, when replacing the equipment, counted from the request of the owner of the asset.

9. Estimates of Contract Value

Value (R\$): 18,070,660.46

9.1. The total estimated cost of the contract is R\$ 18,070,660.00 (eighteen million, seventy thousand, six hundred and sixty reais and forty-six cents).

, according to the unit costs shown in the table below:

ITEM	SPECIFICATION CATMAT		UNIT OF SUPPLY	AMOUNT	VALUE UNITARY	TOTAL VALUE
1	Thermal Imaging Camera Portable	313179	Unit	389	R\$ 46,454.14	R\$ 18,070,660.46

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

9.2.1. in the event of force majeure, unforeseeable circumstances or acts of the prince or as a result of unforeseeable or foreseeable events of incalculable consequences, which make it impossible to execute the minutes as agreed, in accordance with the provisions of paragraph "d" of item II of the caput of art. 124 of Law No. 14,133, of 2021;

9.2.2. in the event of the creation, alteration or extinction of any taxes or legal charges or the occurrence of legal provisions, with proven impact on registered prices;

9.2.3. the registered prices will be readjusted, respecting the annual calculation and the index foreseen for the contract; or

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

10. Budget adequacy

10. In accordance with Law No. 14,133/2021 and Decree No. 11,462/2023, we inform you that, for this bidding process carried out by the Price Registration System (SRP), the budget allocation will be duly committed before the signing of the contract. The Public Administration will ensure a sufficient budget forecast to meet the commitments arising from the price registration data, formalizing the contract only after confirmation of budgetary and financial availability. This procedure ensures fiscal regularity and the financial execution of public resources, in accordance with the principles of legality, efficiency, and fiscal responsibility.

11. Responsible parties

All electronic signatures follow the official Brasilia time and are based on §3 of Art. 4 of [Decree No. 10,543, of November 13, 2020](#). _____

MARCIO BATISTA NUNES MAN

Requesting Member

CAMILA KELLY PEREIRA FERREIRA

Technical Member



Electronically signed on 05/14/2025 at 10:15:17.

PATRICIO RAFAEL DO NASCIMENTO

Administrative Member



Electronically signed on 05/14/2025 at 10:33:55.

WINSTON JHIOLL MELVILLE MAGALHAES

Administrative Member



Electronically signed on 05/14/2025 at 11:46:04.



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Ministry of Justice and Public Security
National Secretariat of Public Security
Senasp Bidding Procedures Area

ANNEX TO THE TERMS OF REFERENCE

AI _ TECHNICAL SPECIFICATIONS

In case of discrepancies between the documents in the Notice, in relation to the technical specifications of the object, the contents of this Annex prevail.

1. SPECIFIC REQUIREMENTS

1.1. CAMERA

- 1.1.1. It must be resistant to falls, as certified by the drop test. resistance to impact acceleration, in accordance with that described in item 8.3 of NFPA 1801:2021.
- 1.1.2. It must be heat resistant, certified according to the test heat resistance, in accordance with the description in item 8.6 of NFPA 1801:2021.
- 1.1.3. It must be resistant to heat and flame, certified in accordance with the heat and flame test, in accordance with the description in item 8.7 of NFPA 1801:2021.
- 1.1.4. It must be resistant and durable, certified according to the test durability, in accordance with the description in item 8.13 of the NFPA 1801:2021.
- 1.1.5. It must be resistant to water and dust penetration, certified as per IP rating ingress protection test, reaching protection level IP67, in accordance with IEC 60529.
- 1.1.6. It must have reduced dimensions, which must have a maximum product of 4.25 dm³.

1.1.7. It must have a reduced mass, with a maximum weight of 1200g.

1.1.8. It must have fast startup, being a maximum of 17 seconds.

1.2. **BATTERY**

1.2.1. It must be of the same brand and compatible with the model camera offered.

1.2.2. It must be built from either lithium ion (Lilo) or lithium phosphate. Lithium iron (LiFePO4).

1.2.3. Each battery must have a useful life of at least 400 cycles.

1.2.4. The assembled camera and battery(s) assembly must provide at least 6000 mAh and an autonomy of at least 5 (five) hours.

1.2.5. If a single battery is not enough to achieve the load capacity and minimum autonomy, a spare battery. As long as the battery is detachable, it can be replaced without the use of any tools.

1.3. **INFRARED DETECTOR**

1.3.1. Must have an oxide microbolometer detector vanadium (VoX) with a resolution of at least 320x240px.

1.3.2. It must have a high refresh rate of at least 60 Hz.

1.3.3. It must have good thermal sensor accuracy, having NETD value less than 30 mK.

1.3.4. It must have high detection range capability. infrared wavelength, being able to detect, at least, the infrared spectrum between 8µm and 13µm.

1.3.5. It must have a wide temperature detection range, being able to detect temperatures between, at least, -20°C and 550°C.

1.4. **LENS**

1.4.1. It must be built in germanium.

1.4.2. The ability to focus on objects should be at least minimum, 1 meter to infinity.

1.5. **DISPLAY**

1.5.1. It must be LCD type with RGB pixels and size of at least 3.5 inches.

1.5.2. It must have a resolution of at least 320x240 px.

1.5.3. It must have a brightness of at least 250 cd/m².

1.5.4. Minimum zoom 2x.

1.6. **RESOURCES**

1.6.1. The camera must have at least one operational format standard thermal imaging format. The functions of this standard format must include at least the following information on the display:

1.6.2. Grayscale images with white-warm polarity

1.6.3. Battery Status Indicator

1.6.4. Component overheating warning indicator of the camera

1.6.5. Heat indication colors on warm color scale: yellow, orange and red

1.6.6. Bar chart as a reference to the indication colors of heat. The graph references should be in degrees Celsius (°C)

1.6.7. Focal point temperature indicator in degrees Celsius (°C)

1.6.8. A function that identifies the hottest point in the image. In this function, the camera must be able to identify the point warmer even if the temperature is low, from 40°C.

1.7. **ACCESSORIES**

1.7.1. The camera should be supplied with a charger. 220v socket and a 12v car charger.

1.7.2. The camera must be provided with a self-retracting device. fixing.

1.7.3. This device must have quick fasteners, carabiner, capable of attaching to the camera and clothing Urban Firefighting - RCIU, or to one of the shoulder straps of the Self-contained Respiratory Protection Equipment - EAPR.

1.7.4. The device will allow the user to leave the camera hanging at chest height, only needing to pull the camera so that the retractable cable extends to the correct position. use. After use, the cable must be capable of self-retracting into the original position as soon as the user releases the camera.

1.7.5. The device must have a retractable cable of at least

The device must have a retractable cable of at least minimum, 50cm.

1.7.6. The device must have sufficient traction force to Retract the camera completely after use.

1.7.7. The device must have sufficient strength to support the weight of the camera, even if the user is running. The cable of the device must not extend with the weight of the camera while the user is running.

1.8. **PACKAGING**

1.8.1. It must come in a case designed for each of your components with protective and anti-impact foam.

1.8.2. Manufacturer's name, brand or company name;

1.8.3. Thermal Camera Model.

1.8.4. The case must also contain the necessary instructions. use, conservation, storage and maintenance.

1.9. **GUARANTEE**

1.9.1. The camera must be supplied with at least 5 years of guarantee;

1.9.2. Batteries must be supplied with at least 2 years warranty.

1.9.3. All accessories must be supplied with, at minimum 1 year warranty

1.9.4. The warranty periods will start counting from the date of the final receipt by the contract execution committee.

1.9.5. The cameras must have a company based in Brazil, authorized by the manufacturer to perform maintenance, repairs and replacements on the camera and all its components and accessories for the entire period of warranty validity.



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and has the validity of proof of protocol registration with the Ministry of Justice and Public Safety.

Preliminary Technical Study 9/2025

1. Basic Information

Case number: 08020.002478/2025-12

2. Description of the need

This Preliminary Technical Study aims to republish item 2 (revoked) of Electronic Auction No. 90038/2024, according to process No. 08020.002239/2024-73.

Thermal imaging camera

2.1. The existence of Military Fire Departments is consolidated in article 144 of the Federal Constitution and in State Constitutions. On the other hand, the attributions of these Corporations are defined in laws in a formal sense, as determined by the Constitution.

2.2. Thus, as a rule, the Military Fire Departments are responsible for carrying out the following duties: fighting structural and forest fires; search and rescue services for people and property; fire investigations for the purpose of preventing accidents; pre-hospital care activities for victims or people in imminent danger to life; emergencies involving dangerous products or in environments immediately dangerous to life and health (IPVS); fire and panic safety activities, with a view to protecting people and public and private property; primary prevention activities with a view to preventing fires and domestic accidents, first aid and environmental protection, in addition to carrying out civil defense activities.

2.3. Furthermore, it is important to note that the proposed acquisition, as it fully aligns with the duties of the Brazilian Military Fire Departments, institutions that are essential to guaranteeing the safety of people, property and the environment, in line with the 1988 Federal Constitution, will undoubtedly provide for the strengthening and modernization of these organizations.

2.4. Therefore, considering the high level of risk involved in firefighting activities, acquiring thermal imaging cameras for fire departments is a critical need to improve operational capacity and ensure safety during rescue and firefighting missions. Thermal imaging technology allows firefighters to act more effectively in high-risk situations, where visibility is limited and quick decision-making can save lives. In addition to offering direct benefits in firefighting, thermal imaging cameras are also valuable tools for prevention and monitoring, helping to identify and mitigate risks before they become emergencies. Therefore, purchasing this equipment is essential to modernize and increase the efficiency of fire departments, as detailed in the following points:

- **Operational Safety:** Thermal imaging cameras are essential to improving the safety of firefighters during rescue and firefighting operations. They allow the detection of heat sources through thick smoke or in zero-visibility environments, helping to identify fire sources and potential victims.
- **Efficient Firefighting:** These cameras make it easier to locate hot spots and hidden fires, which can speed up firefighting operations, allowing firefighters to act more efficiently and in a targeted manner.
- **Victim Rescue:** Thermal imaging technology is crucial for locating victims in low-visibility areas, such as in environments with heavy smoke or at night, increasing the chances of rescue.
- **Prevention and Monitoring:** Thermal imaging cameras can be used in prevention activities, allowing the monitoring of risk areas and the early detection of structural failures or equipment overheating, preventing fires before they occur.
- **Technological Adaptation:** The inclusion of this technology demonstrates the commitment to modernizing and updating the resources available to Fire Departments, aligning with best practices and innovations in firefighting and rescue.

- **Standards and Regulations:** If there are technical standards or regulations that recommend or require the use of thermal imaging cameras in certain situations, this can be included as justification for the need for purchase.

2.5. After proving technical justification for the use of thermographic cameras by Fire Departments, we highlight that the contracting in question aims to meet demands from the Logistics Coordination of the National Secretariat of Public Security and the Efficient Purchasing Program for the Unified Public Security System - ComprasSUSP, as highlighted below.

SENASP LOGISTICS COORDINATION

2.6. The purpose of the contract in question is to honor the Federative Cooperation agreements made between the Union, through the National Secretariat of Public Security and the federated entities, under Law 11,473, of May 10, 2007, amended by Law 13,500, of October 26, 2017, which allowed, among other changes, administrative support for administrative activities within the scope of the MJSP.

2.7. The Federative Cooperation Agreement, signed between the Union and the Federation Units, in its Clause Four, Paragraph One, provides the following:

[...]

The Federative Units that adhere to this Federative Cooperation instrument will be entitled to receive goods under the terms set forth in the annex, however, they must make available for 12 (twelve) months, continuously, the minimum number of employees set forth in the Work Plan, in order to be entitled to the referenced goods.

[...]

2.8. Next, the Federative Cooperation Agreement, signed between the Union and the Federation Units in its Sixth Clause, item II, paragraph "g", cites the following obligation of the Ministry of Justice and Public Security:

[...]

make available, through donation, to the participating Federative Units, at the end of the 12 (twelve) month period of mobilization of the SENASP and FNSP contingent, the assets listed in the annex to this instrument;

[...]

2.9. Therefore, as a result of the powers arising from Decree 11,348, of January 1, 2023, article 24 (items VIII and IX), the National Secretariat of Public Security is responsible for coordinating activities related to the management of public security resources, promoting and encouraging the modernization and re-equipping of public security agencies, and the Management Directorate of the National Public Security Fund is responsible for: managing mandatory and voluntary transfers and similar instruments originating from the National Public Security Fund and other resources related to public security; coordinating the planning and logistical execution actions of public security activities related to processes of acquisition, receipt and distribution of goods and services, contracts and agreements (article 30, III, IV, "a", "b" and "d").

COMPRASSUSP OFFICE

2.10. For the development of the acquisition processes, Ordinance No. 669, of December 15, 2020, institutes the Efficient Purchasing Program for the Unified Public Security System - ComprasSUSP, aiming to promote economies of scale and procedural savings (art. 2, IV and VI). To this end, the Program has as its instrument the ComprasSUSP Office (art. 3, I). In general terms, the ComprasSUSP Office aims to carry out acquisitions aimed at executing security activities, supporting the bodies that are part of the SUSP (art. 4). The powers of the ComprasSUSP Office can be found in art. 5 of the Ordinance mentioned in the previous paragraph, let us see:

Art. 5º The following are the powers to be exercised within the scope of the ComprasSusp Office:

(...) II - develop, propose and implement models, mechanisms, processes and procedures for the centralized acquisition, contracting, disposal and management of goods and services for common use by public security bodies;

III - plan, coordinate, supervise and execute activities aimed at carrying out bidding procedures, direct contracts and sales related to goods and services linked to public security, in accordance with regulations;

IV - sign and manage the price registration minutes and contracts resulting from the procedures provided for in item III, in accordance with specific regulations;

(...)

2.11. In view of the competences presented, the ComprasSUSP Office - in compliance with item IV (shared purchasing policy), art. 6 of SEGES/ME Ordinance No. 8,678, of July 19, 2021, in line with Ordinance No. 669, of December 15, 2020 - looks into LETTER No. 1209/2023/SE/MJ, prompted by Letter No. 152/2023 - LIGABOM (SEI No. 27695913) and carried out a consultation with the country's security agencies to identify the demands common to the object of the tender.

2.12. In the letter in question, the National Council of Military Firefighters Corps of Brazil - LIGABOM requests special attention so that the competent sector of the MJSP is required to register on the ComprasSusp Platform objects contained in Price Registration Minutes that meet the main demands of the Fire Departments of Brazil, with a focus on the Emendas Susp module, which allows the direct acquisition of goods and services with resources originating from parliamentary amendments, where the purchasing process is streamlined, since the indications of parliamentarians will be part of the MJSP's annual contracting plan.

2.13. The indication of the quantities of objects that the Brazilian Military Fire Departments intend to acquire among the items presented in the technical demand report prepared by the Integrated Working Group - GTI, are contained in INFORMATION N° 58/2024/ComprasSusp/CGLIC-SENASP/DGFNSP/SENASP (SEI 27695913)

2.14 Still in line with the powers assigned to the ComprasSusp Office, this study will meet the demands of the Parliamentary Amendments booklet (SEI 27695913), through the Defense of Life and the Environment Program, linked to the Policy for the Promotion of a Culture of Peace and Citizen Security. The program aims to support the implementation of actions to preserve the environment, coordinated action in accidents, public calamity situations and disaster response. The program is developed by the National Secretariat for Public Security (Senasp/MJSP) and is in line with Art. 5 of Law 13.675, of June 11, 2018, which established the guidelines for the National Public Security and Defense Policy.

2.15. In this way, SENASP will also acquire **cameras**, which are objects of the rescue kit, to meet the demands of the Parliamentary Amendments booklet (SEI 27695913) through the Defense of Life and the Environment Program, subsidized by the ComprasSusp Office.

3. Requesting area

Requesting Area	Responsible
SENASP Logistics Coordination	Giuliana Tomassini Melo Torquato
Office ComprasSusp	Marcio Batista Nunes Man

4. Description of Contract Requirements

Thermal Imaging Camera

4.1. Basic Features:

Features	Acceptable Standard	Justification
Physical Characteristics		
Power supply	Lithium-ion (Lilo) or Lithium Iron Phosphate (LiFePO4) battery	It is the type of battery that has the highest reliability in the market.

Battery capacity	At least 5 hours	Estimated maximum time that an occurrence involving an urban fire may last of medium proportions.
Dimensions	4.25 dm ³	It needs to be light and easy to carry.
Frame material	High-resistance fire-retardant material. Heat and Flame Test NFPA 1801:2021 item 8.7	It needs to be resistant to high temperatures.
Weight	Max 1100g with battery	It needs to be light and easy to carry.
Electrical characteristics		
Battery capacity	Min. 6000 mAh	Refers to the battery's ability to hold a charge.
Battery cycles	Min. 400	After this period, the device begins to experience a decrease in electrical capacity.
Startup Time	Max 17 sec	The camera needs to turn on quickly, as every second counts in a fire incident.
Operational Time	Min. 5 hours	The camera must remain operational for at least 5 hours.
Infrared detector		
Detector resolution	Min. 320x240px	This resolution is sufficient for the activities to be carried out in fighting fires.
Refresh rate	Min. 60 Hz	It is important that the speed is reasonable so that the firefighter can see the scene on the camera in real time and immediately.
Spectral response	8-13 μm	The reading of wavelengths must be effective to avoid problems in image generation.
Dynamic Range	Min -20°C to 550°C	These temperatures are suitable for both searching for people and urban and forest fires and rescue activities.
Video polarity	Warm White	Default configuration.

Lenses		
Material	Germanium	It has high resistance to heat and also to acids. corrosives.
Viewfinder		
Type	LCD display	It is the type of display most used in devices with thermal imaging.
Size	Min. 3.5 in.	The Camera must be light and compact and have a reasonable screen size.
Pixel format	RGB	Standard pixel format.
Shine	Min. 250 cd/m ²	Allows for better visualization of contrasts.
Resources		
Measurement of Temperature	Numeric and Bar Graph	It makes it easier for the firefighter to quickly interpret the information and act more efficiently.
Temperature Measurement	Hottest spot	Identify possible thermal leaks in electrical installations.
Fixing Device	Self-retracting with carabiner	For attachment to the RCIU or EAPR, giving the fighter mobility and freedom to use both hands
Resistance to impact acceleration	Damage from 2m drop onto concrete	Due to the nature of the fire activity urban areas, the camera must be impact resistant.
Heat Resistance	Functionality test, after exposure for 5 min at 260°C, according to NFPA 1801:2021	Due to the heat encountered in fires, the camera must be exposed to high temperatures.
Heat resistance and flame	Functionality test against direct contact with a flame and exposure for 15 min at 95°C, according to NFPA 1801:2021	Because the camera may come into contact with flames, the camera must have been exposed to this type of test.
Resistance to the test of Durability	Durability Test, according to NFPA 1801: 2021	Because it is used in emergency situations and in unstable environments, the camera must have undergone tests that guarantee resistance to this type of impact.
		Burning environments are constantly full of suspended particles resulting from

Protection against water and dust	IP67 Protection Rating	combustion. Fire fighting is carried out with the use of water.
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Electronic standardization catalog

4.2. According to the consultation on compras.gov.br, there is no publication of an electronic standardization catalog for the object to be contract.

Sustainability Criteria

4.3. The National Secretariat for Public Security - SENASP/MJSP, when promoting this contract, will observe the precepts set forth in the Normative Instruction SLTI/MPOG No. 01, of 01/19/2010 and in the National Guide for Sustainable Bidding of the Attorney General's Office, which provides for the environmental sustainability criteria in the acquisition of goods, contracting of services or works by the direct, autarchic and foundational Federal Public Administration and provides other measures.

4.4. It is important to note that the National Guide for Sustainable Bidding of the Attorney General's Office does not contain specific recommendations regarding the object of acquisition. However, in order to contract companies that supply their objects with less negative impact, minimizing pollution or excessive aggression to the environment, the bidder must submit, together with the proposal, a copy(ies) of certification(s) issued by an official public institution or accredited institution, or by another equivalent means of proof that during the production and packaging of the goods supplied, the sustainability requirements were met, or a **DECLARATION** committing to observe and comply with the environmental requirements and sustainability requirements.

4.5. In this sense, the Federal Court of Auditors - TCU advises:

"(...)

19.2. In fact, it is legitimate for the entity to wish to adapt its contracts to new environmental sustainability parameters, even with possible repercussions on the cost-effectiveness of the purchase, and it must expressly include in the contracting process a reasoned reason justifying the choice of these requirements."

(...)" (Judgment 1375/2015 Plenary, Representation, Rapporteur Minister Bruno Dantas, Jurisprudence Bulletin No. 84 of the Federal Court of Auditors).

4.6. Therefore, in order to adapt the contract to TCU guidelines, and also to comply with the above rule, the Contractor must present the following criteria:

"Art. 5 The bodies and entities of the direct, autonomous and foundational Federal Public Administration, when acquiring goods, may require the following environmental sustainability criteria: (...)

II – that the environmental requirements for obtaining certification from the Institute are observed National Institute of Metrology, Standardization and Industrial Quality – INMETRO as sustainable products or those with a lower environmental impact compared to similar products;

III – that goods should preferably be packaged in suitable individual packaging, with the smallest possible volume, using recyclable materials, in order to guarantee maximum protection during transport and storage; and (...)

§ 1º Proof of the provisions of this article may be provided by presenting a certification issued by an official public institution or accredited institution, or by any other means of proof that attests that the good supplied complies with the requirements of the notice."

4.7. In addition to good practices related to sustainability, the Contractor must:

- separate waste such as paper, plastic, metal, glass and organic waste for appropriate collection companies, respecting the Brazilian Standards published by the Brazilian Association of Technical Standards (ABNT) on solid waste; separate and store fluorescent lamps and
- aerosol bottles in general in suitable containers for specific disposal, when discarded; provide employees with the safety equipment necessary for the execution of services; rationalize the use of
- potentially toxic/polluting substances; replace toxic substances with non-toxic or less toxic substances; periodically train employees on
- good practices for reducing waste/pollution; promote the recycling and proper
- disposal of waste generated in cleaning, sanitation and conservation activities; promote
- environmentally appropriate final disposal, whenever required by law, such as in the case of tires, batteries, etc.
-
-

4.8. Still focusing on sustainability to reduce pollution or excessive damage to the environment, the Contractor must meet the requirements for reusing or recycling its waste after its validity period has expired, complying, where applicable, with the provisions of Law No. 12,305 of August 2, 2010.

4.9. Regarding the Sustainable Logistics Plan, it is worth noting that the aforementioned Plan is under construction within the scope of the Ministry of Justice and Public Security, in line with the guidelines of the Logistics Notebook of the Sustainable Logistics Master Plan - PLS, established by SEGES/MGI Ordinance No. 5,376, of September 14, 2023.

Contractual and execution deadlines

4.10. The term of the contract is 12 (twelve) months from the signing of the contract instrument, in accordance with article 105 of Law No. 14,133 of 2021.

4.11. The delivery period for the goods will be 120 (one hundred and twenty) days, counted from the issuance of the authorization order, in a single shipment.

Delivery locations for goods

4.12. Materials may be delivered to any Brazilian capital, at the address defined in the object authorization order, to be forwarded to the contractor after signing the contract or commitment note.

Receiving the Lot

4.13. The receiving Agency must test the equipment in accordance with the specification and issue a technical opinion to the chairman of the committee for judgment;

4.14. At the discretion of the Receiving Committee, samples may be taken from the delivered batches, randomly and in satisfactory quantities, for quality analysis, as described in the specification, by a duly accredited Product Certification Body and at the supplier's expense;

4.15. Receipt of the material will be refused if the characteristics of the samples submitted for examination do not satisfy the indexes and/or requirements of this specification.

Luxury good

4.16. The object does not qualify as a luxury good (art. 20 of Law No. 14,133/2021 and Decree No. 10,818/2021).

Indication of brand or model

4.17. The planning team does not identify any reason for indicating or prohibiting certain brands and models for contracting the object.

Materials catalog

4.18. Portable Thermal Imaging Camera: CATMAT: 313179

4.19. Expense Nature: 449052 - PERMANENT EQUIPMENT AND MATERIAL

Nature of the activity to be contracted

4.20. According to art. 2 of Ordinance ME No. 7,828 of 2022, which establishes complementary rules for compliance with Decree No. 10,193/2019:

Art. 2º For the purposes of the provisions of art. 3º of Decree nº 10.193, of 2019, costing activities are considered *those directly related to activities common to all bodies and entities that support the performance of their institutional activities, such as:*

I - supply of fuel, electricity, water, sewage and telecommunications services;

II - services of conservation, cleaning, gardening, messaging, security, surveillance, transport, IT, catering, reception, reprographics, telecommunications and maintenance of buildings, equipment and facilities;

III - holding congresses and events, advertising services, graphic and editorial services;

IV - acquisition, rental and renovation of properties;

V - acquisition, maintenance and leasing of vehicles, machinery and equipment; and

VI - acquisition of office supplies.

Sole paragraph. The classification of the contracting object as a costing activity must consider the nature of the contracted activities, as provided for in this article, and not the budgetary classification of the expense.

4.21. Therefore, based on the classification provided by the aforementioned Ordinance, it is understood that the acquisition of the intended materials does not constitute a costing activity.

Contractual guarantee of goods

4.22. The warranty period for the thermal imaging camera will be at least 5 years; 2 years for batteries and 1 year for accessories, or that provided by the manufacturer, when longer, counting from the date of final receipt by the contract execution committee.

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

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

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

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

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

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

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

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

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

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

4.33. The Contractor must submit a **DECLARATION** that it will provide support infrastructure and technical assistance nationwide, starting at the latest from the date of the effective delivery of the first batch, under penalty of a fine, assuming the return of the equipment to the user institution, in perfect usable conditions, within a period of up to 90 (ninety) calendar days, in the case of maintenance, repairs and replacement of parts, or up to 120 (one hundred and twenty) calendar days, in the case of replacement of the equipment, counted from the request of the owner of the asset:

Subcontracting

4.34. Subcontracting of the bidding object will not be permitted.

Proposal compliance

4.35. In order to accept the proposal, the bidder must submit a detailed **Technical Data Sheet** for the thermographic camera, containing: Complete description of the equipment; Formal proof of compliance with all required technical requirements; and Specification of the brand, model and version of the product. The **User Manual** must be submitted, with clear and updated instructions for operating the equipment.

4.36. In the requirements of the basic characteristics that reference compliance with the NFPA 1801:2021 standard, when not capable of being proven in the Technical Data Sheet, the bidder must present a **DECLARATION** from the manufacturer, attesting to compliance.

4.37. Documents submitted, when in a foreign language, must contain a free translation into Brazilian Portuguese.

5. Market Research

5.1. Firstly, we emphasize that due to the characteristics of the object, for personal and specific use, the contract cannot be fulfilled through the leasing of goods, ratified by the lack of suppliers in the market that offer leasing for the desired equipment. Therefore, the contract can only be made through acquisition by electronic auction.

5.2. Analyzing the last contract carried out by SENASP, Electronic Auction No. 02/2022, we verified the participation of five suppliers, demonstrating that the national market has the conditions to meet the contracting requirements.

5.3. We must analyze the possible contracting modalities, where 3 (three) possible scenarios were considered to meet the demands of the needs:

Scenario 1 - Adhere to a current Price Registration Record of federal public bodies, which meets the specifications and intended purpose;

Scenario 2 - Acquisition of the desired object through a traditional electronic auction;

Scenario 3 - Acquisition through electronic auction, through the Price Registration System - SRP.

SCENARIO 1

Description	Adhere to a current Price Registration Record of federal public bodies, which meets the specifications and purpose intended.
Analysis of Scenario	<p>Advantages: a relevant and advantageous factor is the possibility of joining an ARP, prepared through a bidding process promoted by other federal public entities, speeding up the contracting process;</p> <p>Disadvantages: possibility of the ARP not covering the object in its entirety, partially meeting the technical specifications and quantities to be contracted.</p> <p>After consulting the compras.gov.br system, no current minutes were found that meet the demand.</p>

SCENARIO 2	
Description	Contracting of the desired object through a traditional electronic auction.
Analysis of Scenario	<p>Advantages: With the opening of a bidding process with the participation of more than one company, it would stimulate competitiveness between competitors, where the public administration would use the most advantageous proposal (principle of economy) to contract a company to provide aeronautical insurance;</p> <p>Disadvantages: Impossibility of participation of other bodies that are interested in contracting the object, making it impossible to commit with own resources.</p>

SCENARIO 3	
Description	Acquisition through electronic auction, through the Price Registration System - SRP
Analysis of Scenario	<p>Advantages: The possibility of the bidding process achieving better values stands out as an advantage, since one of the steps foreseen for the Price Registration is the opening of the Price Registration Intention - IRP for the Federative Unit, which would considerably increase the quantity to be acquired, consequently enabling gains in scale and economy. Another advantage is compliance with Law No. 14133, of 2021, which in its Art. 40, Clause II, provides as follows:</p> <p style="padding-left: 40px;">"Art. 40. Purchase planning must consider the expected annual consumption and observe the following: (...) II - processing through a price registration system, when applicable; (...)"</p> <p>The acquisition by SRP follows the provisions of Art. 181 of Law No. 14,133/2021, which provides incentives for sharing contracts, with the aim of bringing economy.</p> <p style="padding-left: 40px;">"Art. 181. The federative entities will establish purchasing centers, with the objective of making large-scale purchases, to serve various bodies and entities under their jurisdiction and achieve the purposes of this Law."</p> <p>Disadvantages: As it is a registry, the Price Registration System, according to Justen Filho (2010):</p> <p style="padding-left: 40px;">"the gap between market reality and recorded data, given that new products emerge daily, and therefore, prices can vary greatly"</p>

5.4. Given the study of possible scenarios for meeting the demand presented, we have found that the third scenario appears to be the only viable one, since the Price Registration System will allow the participation of interested bodies, through independent contracts.

Market availability

5.5. During market research it was found that at least 3 brands/models meet the technical requirements:

5.5.1. Bullard: DXT, QXT Pro and NXT Pro;

5.5.2. Flir: K55 and K65;

5.5.3. Hickmicro: FT31.

Bidding modality and form

5.6. To define the bidding method, it is important to specify that the intended purpose is to acquire goods of a permanent nature.

5.7. The goods may be classified as common, as defined in items XIII of article 6 of the New Bidding and Contracts Law (Law No. 14,1333, of 2021):

Art. 6 For the purposes of this Law, the following shall be considered:

[...]

*XIII - **common goods and services**: those whose performance and quality standards can be objectively defined by the notice, through usual market specifications;*

5.8. Considering the description in item XIII, thermographic cameras are classified as common goods, whose performance and quality standards can be objectively defined by the notice, through specifications usual in the market and with pre-established standardization, and evaluating that the selection must be made based on the lowest price criterion, the **auction modality is evidently applicable**, as defined in item XIII, art. 6°, XLI, and art. 29 of Law 14.133, of 2021:

"Art. 6°...

[...]

*XLI - **auction**: mandatory bidding method for the acquisition of common goods and services, the judgment criterion for which may be the lowest price or the highest discount;*

Art. 29. The competition and the auction shall follow the common procedural rules referred to in art. 17 of this Law, adopting the auction whenever the object has performance and quality standards that can be objectively defined by the notice, by means of usual market specifications. Sole paragraph. The auction shall not apply to the contracting of specialized technical services of a predominantly intellectual nature and engineering works and services, except for the engineering services referred to in item "a" of section XXI of the caput of art. 6 of this Law."

5.9. If the auction modality is to be applied, it should be noted that it must use its **electronic form**, as established in SEGES/ME Normative Instruction No. 73 of 2022, in its art. 1, § 1, namely:

"Art. 1 This Normative Instruction provides for bidding based on the lowest price or highest discount, in electronic form, for the contracting of goods, services and works, within the scope of the direct, autarchic and foundational federal Public Administration.

*§ 1 The use of **electronic form** in the tenders covered by this Normative Instruction by the bodies and entities covered by the caput is mandatory .*

§ 2º The use of the in-person form in the bidding processes covered by this Normative Instruction will be exceptionally permitted, upon prior justification by the competent authority, provided that the technical unfeasibility or disadvantage for the Administration in carrying out the electronic form is proven, and the provisions of §§ 2º and 5º of art. 17 of Law No. 14,133, of April 1, 2021, must be observed."

5.10. Regarding the judgment criteria, the provisions of articles 3 and 4 of SEGES/ME Normative Instruction No. 73, of September 30, 2022, must be observed, which provides for bidding based on the **lowest price** or highest discount for the contracting of goods, services and works:

"Art. 3º The **lowest price or highest discount judgment criterion** will be adopted when the preliminary technical study demonstrates that the evaluation and weighting of the technical quality of the proposals that exceed the minimum requirements of the specifications are not relevant to the purposes intended by the Administration.

Art. 4 The criteria for judging the lowest price or greatest discount will be adopted:

I - in the auction modality, obligatorily;

II - in the competition modality, in compliance with art. 3;

III - in the competitive phase of the competitive dialogue modality, when it is understood as the most appropriate for the solution identified in the dialogue phase."

5.11. The quantities defined in this planning take into account the demands of several state unit corporations, to be contracted centrally by the manager and participants. In addition to the quantities foreseen for the SENASP units, as occurs every year, there will be participation from different spheres, especially considering that the specialization acquired by SENASP, through the ComprasSusp program in the acquisition of the object in question, is recognized by many public administration institutions.

5.12. In view of the listed characteristics, the bidding process will adopt the price registration system, regulated by Decree No. 11,462, of March 31, 2023, under the terms of its art. 3, inc. I and III:

Art. 3 The SRP may be adopted when the Administration deems it pertinent, in particular:

I - when, due to the characteristics of the object, there is a need for permanent or frequent hiring;

II - when it is convenient to acquire goods with provision for installment deliveries or contract services paid for by unit of measurement, such as number of hours of service, work positions or on a task basis;

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

IV - when it is to meet the decentralized execution of a federal program or project, through national purchase or adhesion as referred to in § 2 of art. 32; or

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

5.13. Considering Ordinance MJSP No. 669, of December 15, 2020, which establishes the Efficient Purchasing Program for the Unified Public Security System - ComprasSUSP, as well as Ordinance SEGES/ME No. 8,678, of July 19, 2021, which provides for the governance of public procurement within the scope of the direct, autarchic and foundational federal Public Administration, this procurement is classified as a national and centralized purchase, as established by Decree No. 11,462, of 2023, where SENASP appears as the managing body.

International Electronic Auction

5.14. Given the scenarios analyzed in the market survey, it is understood that it is more viable for the items to be submitted to the International Electronic Auction through the Price Registration System.

5.15. Adopting an international auction allows access to foreign suppliers that offer thermal imaging cameras with advanced technology and international certifications. This equipment often has greater durability, efficiency and reliability, characteristics that are essential for the safety of firefighters.

5.16. Opening the bidding process to international suppliers increases competitiveness, enabling better prices to be obtained. Global competition tends to provide more advantageous conditions, resulting in savings for the public coffers without compromising the quality of the products.

5.17. Many of the best manufacturers of thermal imaging cameras have extensive experience and are references in developed markets. Contracting these suppliers ensures the acquisition of products tested and approved in operations similar to those carried out by Brazilian fire departments.

5.18. The adoption of an international auction for the acquisition of thermal imaging cameras is a strategic measure that aims to ensure the safety and efficiency of fire department operations. By seeking international suppliers, it is possible to obtain high-quality products, with cutting-edge technology and at competitive prices, fully meeting the needs of emergency teams and optimizing public resources.

Use of the Price Registration Record by non-participating bodies and entities

5.19. The permission to use the Price Registration Record by agencies and entities not participating in the bidding process for the acquisition of thermal imaging cameras is justified by the need to promote efficiency and procedural savings within the scope of emergency and rescue operations of fire departments. The bidding process will be carried out by the ComprasSUSP Program, instituted by Ordinance No. 669, of December 15, 2020, which establishes the Efficient Purchasing Program for the Unified Public Security System (SUSP), with the objective of promoting economies of scale and procedural savings, as established in art. 2, items IV and VI.

5.20. The use of the Price Registration Record by non-participating agencies and entities allows for the expansion of the benefits arising from the centralization of purchases, ensuring that more advantageous prices are obtained due to the greater volume of acquisitions. This mechanism contributes significantly to the rationalization of public spending, since it allows for the adherence to more favorable commercial conditions, initially negotiated by the SUSP Procurement Office, the agency responsible for implementing the program.

5.21. Furthermore, the measure favors the standardization of thermal imaging cameras acquired by the various SUSP entities, ensuring greater uniformity and compatibility between the equipment used, which is essential for the joint and integrated operation of the fire departments. Centralizing purchases also allows for more effective control over the quality and origin of the equipment acquired, increasing the safety and efficiency of operations.

5.22. Finally, allowing non-participating agencies and entities to use the Price Registration Record reflects the commitment of the ComprasSUSP Program to optimizing public resources and continuously improving administrative processes. By encouraging adherence to a more structured and efficient purchasing process, the measure contributes to the financial sustainability of the entities involved and to maximizing benefits for public safety as a whole.

Failure to Adopt Payment Conditions Similar to the Private Sector

5.23. The public administration is subject to a strict set of financial rules and procedures established by current legislation, such as the Fiscal Responsibility Law and budgetary guidelines. These regulations determine specific payment terms and conditions aimed at ensuring transparency, legality and control of public expenditure. Adopting payment conditions similar to those of the private sector could jeopardize compliance with these rules.

5.24. Furthermore, payments in the public administration should be planned and predictable to ensure adequate budgetary and financial execution. The adoption of private sector payment terms, which may include immediate payments or advances, could destabilize financial planning, hindering the efficient management of public resources and jeopardizing other financial obligations of the administration.

5.25. Advance or immediate payments, common in the private sector, can increase the risks of default and fraud. In public administration, payment is usually conditional upon verification and formal acceptance of the goods or services received, reducing the risks of payment for products that do not meet contractual specifications or for suppliers who do not fully comply with their obligations.

5.26. Differentiated payment terms could unduly favor certain suppliers, compromising competitiveness and equal conditions in the bidding process. Uniform payment rules ensure that all bidders are treated equally, promoting fairness and transparency in the procurement process.

5.27. Therefore, the failure to adopt payment conditions similar to those of the private sector in the bidding process for the acquisition of thermal imaging cameras is justified by the need to comply with public standards and procedures, ensure budget planning and predictability, protect the public interest, mitigate risks of default and fraud, ensure competitiveness and equal conditions, compliance with administrative reality and safeguard public resources. This approach ensures responsible, efficient and transparent financial management, which is essential for public administration and the safety of security agents.

Prohibition of Cooperatives in Bidding

5.28. The acquisition of thermal imaging cameras is crucial to ensure the safety and effectiveness of emergency operations by fire departments. The production and supply of this equipment requires a high degree of technical specialization, compliance with strict quality standards and specific certifications. Specialized and duly certified companies have the technical capacity and resources necessary to ensure that products comply with current safety standards, such as those established by the competent bodies.

5.29. Contracting suppliers for the acquisition of thermal imaging cameras must strictly comply with the relevant legal and regulatory provisions, including those relating to civil and criminal liability for the supply of security equipment. Specialized companies, which have a history of operating in the sector and are subject to constant audits and inspections, are better prepared to assume such responsibilities and respond promptly to any eventuality. Cooperatives, in turn, may face difficulties in meeting all contractual and legal requirements with the same efficiency.

5.30. The prohibition of cooperatives from participating in the bidding process for thermal imaging cameras aims to guarantee the efficiency and effectiveness of public procurement, ensuring that the products purchased meet the highest standards of quality, safety and reliability, which are essential for the protection of firefighters in their daily activities. This preventive measure seeks to avoid potential problems that could compromise the execution of the contract and the safety of emergency professionals.

Prohibition of Participation of Companies Formed in a Consortium in the Bidding Process

5.31. The prohibition on the participation of companies in a consortium aims to ensure that responsibility for the execution of the contract falls on a single legal entity. This facilitates the management of the contract and the resolution of any problems, since there will be no need to determine responsibilities among several consortium companies, which can complicate the administration and monitoring of the contract.

5.32. Contracts with consortia may present additional challenges in terms of monitoring and control, since each consortium company may have different levels of technical, financial and operational capacity. Sealing consortia simplifies these processes, ensuring that the public administration has clarity about who is directly responsible for the delivery and quality of thermal imaging cameras.

5.33. The acquisition of thermal imaging cameras requires a high level of reliability, safety and quality of the products. Consortium companies may have different operational and quality standards, which may result in inconsistencies in the products supplied. The participation of a single company reduces these risks and ensures greater uniformity and control over the quality and safety of the equipment.

5.34. Contracts with consortia may generate legal uncertainties, especially in cases of default or breach of contract. The existence of multiple responsible parties may make it difficult to apply sanctions and enforce guarantees. The prohibition of consortia eliminates these uncertainties, providing greater legal certainty for the public administration.

5.35. Therefore, the prohibition of participation by companies in a consortium in the bidding process for the acquisition of thermal imaging camera equipment is justified by the need to ensure single responsibility, simplify inspection and control, reduce operational risks, ensure greater financial and technical solidity of the participants, protect the public interest, simplify bidding procedures and reduce legal uncertainties. This measure aims to ensure efficiency, safety and quality in the acquisition of equipment, which is essential for the protection of firefighters and the effectiveness of their emergency operations.

6. Description of the solution as a whole

Technical Specifications

6.1. Physical Characteristics

The thermal imaging camera must be robust and durable enough for operations in critical environments. It must be drop-resistant, as certified by impact acceleration tests in accordance with NFPA 1801:2021 (item 8.3), and withstand exposure to extreme heat (260°C for 5 minutes) and direct flames (95°C for 15 minutes), in accordance with NFPA 1801:2021 (items 8.6 and 8.7).

Additionally, it must have IP67 protection against water and dust (IEC 60529), ensuring functionality in environments with

suspended particles and moisture. The maximum permitted dimensions are 4.25 dm³, with a maximum weight of 1100g (including battery), ensuring portability and ease of transport during firefighting operations. The structure must be built in high-resistance fire-retardant material, validated by durability tests (NFPA 1801:2021, item 8.13).

6.2. Electrical Characteristics

Power will be provided by lithium-ion (Lilo) or lithium iron phosphate (LiFePO₄) batteries, with a minimum capacity of 6000 mAh, providing continuous operating autonomy of 5 hours. Each battery must support at least 400 charge cycles, maintaining 80% of the original capacity. Start-up time cannot exceed 17 seconds, ensuring immediate readiness in emergencies.

6.3. Infrared Detector

The equipment must have a vanadium oxide microbolometer (VoX) detector, minimum resolution of 320x240 pixels and a refresh rate of 60 Hz, ensuring fluid and real-time images. The spectral range must cover 8µm to 13µm, with the capacity to detect temperatures between -20°C and 550°C, suitable for identifying victims and heat sources in urban and forest fires. The Noise Equivalent Temperature Difference (NETD) must be less than 30 mK, ensuring accuracy in adverse conditions.

6.4. Lenses and Viewfinder

The lenses must be made of germanium, a material resistant to high temperatures and corrosion, with a focusing capacity of 1 meter to infinity. The LCD display must have a minimum size of 3.5 inches, a resolution of 320x240 pixels and a brightness of 250 cd/m², ensuring visibility in low-light or smoky environments. The standard image polarity will be "warm white", with a color scale option (yellow, orange, red) for quick interpretation of thermal gradients.

6.5. Operational Resources

The equipment must include essential functions for rescue operations:

- Numerical and graphical temperature measurement: Display in °C, with bar graph for intuitive analysis.
- Hotspot identification: Ability to detect thermal hotspots from 40°C, even in low contrast scenarios.
- Visual Alerts: Battery status, overheating and focal point temperature indicators.

6.6. Accessories and Fixing

The camera will be accompanied by a vehicle charger (12V) and a socket (220V), as well as a self-retractable fixing device with a carabiner, compatible with the Urban Firefighting Suit (RCIU) or Autonomous Respiratory Protection Equipment (EAPR). The retractable cable will have a minimum extension of 50 cm, supporting the weight of the equipment during rapid movements.

6.7. Packaging and Warranty

The product must be delivered in a sturdy case with anti-impact foam, containing identification of the manufacturer, model, and use and maintenance manual. The minimum warranty will be 5 years for the camera, 2 years for batteries and 1 year for accessories, with national technical support authorized by the manufacturer throughout the period.

6.8. Compliance and Security

All technical specifications are aligned with NFPA 1801:2021 and IEC 60529 standards, aiming to ensure operational safety, durability and efficiency in emergency scenarios. Equipment robustness and thermal accuracy are critical to protecting lives, optimizing rescue operations and mitigating risks in hostile environments.

Economic and Financial Qualification

6.9. Among other usual requirements for the case, the Terms of Reference must provide that if the bidding company presents a result lower than or equal to 1 (one) in any of the General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) indexes, companies that present a result lower than or equal to 1 (one) in any of the indexes must prove minimum capital or minimum net equity of 10% (ten percent) of the estimated value of the contract or the relevant item.

6.10. The definition of the percentage equivalent to 10% of the estimated value of the relevant portion is due to the fact that the bidding adopts the price registration system, through which the winner can enter into contracts for less than the total quantity stipulated in the minutes. In this case, it would not be reasonable to require an excessively high percentage.

Technical Qualification

6.11. The presentation of a certificate of operational capacity in a quantity of 10% of the relevant item will be required, and will be accepted. proof of past supply of objects with similar characteristics, to be defined in the Terms of Reference, focusing on basic requirements.

6.12. The percentage for proof was set at 10%, as the bidding will adopt the price registration system, whereby the winner may enter into contracts for less than the total quantity stipulated in the minutes. In this case, it would not be reasonable to requirement of a percentage close to 50%, as permitted by the Bidding and Contracts Law.

Contract Warranty

6.13 In order to guarantee the safety of the contractor and to avoid losses, with compensation in cases of non-performance of the contract or irregularities with the delivery, a contract guarantee will be required in an amount corresponding to 2% (two percent) of the contract value.

6.14. The guarantee is a way to reduce the damages caused by non-compliance with the contract and a way to ensure that the public entity is able to initiate a new process.

7. Estimate of Quantities to be Contracted

SENASP LOGISTICS COORDINATION

7.1. The measurement of the quantities provided for in the table of this subitem took into account the quantity of mobilized from SENASP, who were entitled to the legacy in the period from 2022 to 2023, according to spreadsheet (SEI 27695913).

7.2. In 2022, the number of Military Firefighters mobilized was **209 (two hundred and nine)**. In 2023 there were a total of **154 (one hundred and fifty- four)** Military Firefighters mobilized, totaling **363 (three hundred and sixty-four three)** that will do justice to the legacy. In these terms, the quantity of thermographic cameras is related to the number of mobilized, as listed in the table below:

Item	Description	Unit of Supply	Quantity to be contracted
1	Portable Thermal Camera	Unit	37

7.3. It is noted that the quantities collected are all for price registration.

COMPRASSUSP OFFICE

7.4. As previously informed, the ComprasSUSP Office in response to Official Letter No. 152/2023 from the Council National Military Fire Brigades of Brazil - LIGABOM (SEI 27695913) carried out consultation with the other security agencies of the country, through LETTER Nº 1530/2024/GAB-SENASP/SENASP/MJ (SEI 27695913), to identify the common demands that were prioritized by LIGABOM, in order to assist them in the execution of their respective Funds, aimed at public safety and parliamentary amendments. From the consultation, the following results were obtained, through the INFORMATION No. 58/2024/ComprasSusp/CGLIC-SENASP/DGFNSP/SENASP (SEI 28575316):

Item 1 - Portable Thermal Imaging Camera		
Corporation	UASG	Amount
CBMAM	462416	3
CBMAL	926111	26
CBMAP	927134	10

CBMBA	927032	50
CBMCE	453129	2
CBMDF	170394	60
CBMGO	926903	5
CBMMT	926994	30
CBMMS	452105	2
CBMMG	926965	5
CBMPA	925853	1
CBMPB	927143	4
CBMPR	453079	38
CBMPE	927086	5
CBMPI	464767	2
CBMRN	925541	5
CBMRS	928125	10
CBMRO	928093	3
CBMRR	462492	10
CBMSC	927139	1
CBMSE	927679	10
CBMTO	906070	2
Total		284

7.5. Meeting the demand of SENASP, originating from the Parliamentary Amendments Handbook which is available in 27 kits Set of Respiratory Protection Equipment, each kit containing 20 (twenty) units of each object, follows total quantity.

Item	Description	Unit	Amount
1	Portable Thermal Camera	Unit	54

7.6. Regarding the expression of interest from participants in the Unified Public Security System in this IRP, the following quantities are provided:

Item 1 - Portable Thermal Imaging Camera		
Agency	UASG Quantity	
SECRETARY OF STATE FOR PUBLIC SECURITY OF AMAZONAS CIVIL POLICE	927025	5
OF THE STATE OF RORAIMA	927020	9
Total		14

7.7. The data collected resulted in the total of items listed below, which must be ratified in the Price Registration Intention phase.

Item	Description	Total Qty. COLOG	Total quantity LIGABOM	Total Qty. Primer	Total number of participants	Total Qty of Acquisition
1	Portable Thermal Camera.	37	284	54	14	389

8. Estimate of Contract Value

[Confidential Content | Justification: Under the terms of art. 18, § 1, item VI, of Law No. 14,133/2021, the estimated value of the contract may be kept confidential when its disclosure could frustrate the objectives of the bidding or direct contracting, a situation applicable to the present case. The contract in question involves the acquisition of thermographic cameras for use in tactical and fire-fighting operations, high-tech equipment, with a limited number of manufacturers and resellers in the national market. This is an object with specific and specialized technical characteristics, which naturally reduces the degree of competitiveness and increases the risk of collusion between bidders. Prior disclosure of the estimated value of the contract could unduly influence the formulation of proposals by bidders, serving as a reference for the standardization of prices and possible alignment between competitors, to the detriment of obtaining the most advantageous proposal for the Administration. Furthermore, confidentiality aims to preserve the competitive nature of the contest and prevent opportunistic actions by suppliers, inhibiting the presentation of prices artificially close to the estimated value and allowing proposals to reflect, in fact, market conditions and free competition. It is important to highlight that the confidentiality adopted here does not compromise the transparency of the process, since the estimated value will be recorded in the internal contracting process and may be made available to

purposes of subsequent control by supervisory bodies, internal and external control, as well as through a reasoned request, as provided for in Law No. 14,133/2021 itself. Thus, maintaining the confidentiality of the estimated value is justified as a measure to protect the public interest and to obtain a more advantageous contract for the Administration, safeguarding the public treasury and promoting the fairness of the bidding process.]

Value (R\$): 18,070,660.46

8.1. Based on the reference value of the price research attached to this process, the costs for the registered acquisition were estimated as follows:

TOTAL ACQUISITION VALUE

Item	Description	Unit of Supply	Quantity Unit	Value	Total Value
1	Portable Thermal Camera.	Unit	389	R\$ 46,454.14	R\$ 18,070,660.46

9. Justification for Installment or not of the Solution

9.1. The contract is divided into items, with only items necessary to obtain standardization being grouped together.

9.2. From the perspective of dividing the object by regions or locations, it is worth clarifying that all suppliers identified in this study phase, which may eventually meet the need specified here, are produced by in concentrated locations, having full capacity to fully meet the defined quantities, especially due to of the expected gradation of deadlines, which allows for greater execution time for larger contracts.

9.3. Aware that there are not many manufacturers, it is understood that the item can be divided into sections by location (state, region, etc.) in these circumstances it would give rise to the possibility of collusion, given that potential competitors could agree on participation in specific lots to avoid competition between them, frustrating the achievement of the most advantageous proposal.

9.4. The division of the solution by region is not technically viable, and does not impact freight differentials, in addition of not being economically efficient for public administration.

9.5. In these terms, in accordance with TCU Ruling 1,946/2006-TCU-Plenary:

*"[Vote] (...) 5. As a general rule, under the terms of art. 23, § 1, of Law No. 8,666/1993, the object must be divided into installments tendered whenever **this proves to be technically and economically viable**. Regarding this matter, this Court of Auditors has already published Summary No. 247/2004, verbatim: 'The admission of the award by item and not by global price is mandatory, in notices of bids for the contracting of works, services, purchases and sales, whose object is divisible, provided that there is no harm to the whole or complex or loss of economies of scale, taking into account the objective of providing the broad participation of bidders...' .6. It can be inferred from the legal provision that the division of the object must be implemented whenever there is technical and economic feasibility for its adoption. 7. Therefore, **it is necessary to consider two basic aspects raised above, namely, the technical and the economic**. Under the first, the installment will depend on the divisibility of the object being bid. Regarding the second question, the division must be guided by for the economic advantages it provides to the Public Administration, with the reduction of costs or expenses, so to provide a more advantageous contract for the Administration. (...)" (emphasis added)*

9.6. It is also worth noting that the centralization of the solution allows for the simplification of certification and auditing processes, as eliminates the need to deal with multiple certifications and reports in different regions. By centralizing operations in one single location, we can consolidate compliance efforts and ensure compliance with regulatory requirements more efficiently, resulting in time and cost savings in obtaining and maintaining certifications. In addition, it is important to highlight that the costs of certification and reports are significantly diluted with larger orders, providing a further reduction in unit costs as production volume increases.

9.7. In view of the reasons set out, given the technical and economic aspects involved in the intended contract, it is suggested that **no division of the solution by region.**

No Reserved Quota Provision for Micro and Small Businesses

9.8. Considering that the estimated value of the contract is higher than R\$80,000.00 (eighty thousand reais), where Complementary Law No. 123/2006 establishes in this case that the reservation of quotas for ME/EPP in public tenders is optional, that is, it is not mandatory in all cases, we decided not to establish a reserved quota for these companies, based on the following reasons:

9.8.1. The acquisition of thermal imaging cameras for firefighters requires standardization and uniformity of the product, in order to guarantee the safety and efficiency in the use of this equipment. Dividing the object into reserved quotas could compromise this standardization, making it difficult to carry out the necessary tests and certifications.

9.8.2. The absence of a reserved quota allows for broad participation by companies, regardless of size, which may favor the Public Administration in obtaining better prices and conditions. In addition, the dilution of costs, especially those related to testing and certification, may be more advantageous in a contract without the division of quotas.

9.8.3. It is worth noting that, even without the provision of a reserved quota, ME/EPPs may still enjoy other prerogatives provided for in Complementary Law No. 123/2006, such as differentiated and simplified treatment during the qualification phase, the possibility of presenting irregular documentation and preference in tiebreakers.

9.8.4. Considering the specific characteristics of the object, such as the need for standardization and the lack of competitive advantage generated by the installment plan, the division into reserved quotas may not be the most appropriate strategy to promote the participation of ME/EPP, and may even compromise the achievement of the contracting objectives.

9.9. In view of the above, I understand that the decision not to provide a quota reserved for ME/EPP in this bidding process is supported by the particularities of the object, in the search for economy and efficiency of the contract, as well as in respect for the prerogatives provided for in the applicable legislation.

10. Related and/or Interdependent Contracts

10.1. There are no related or interdependent contracts in this process, as it is an object for individual use that does not require a specific structure or contracts for its use.

11. Alignment between Contracting and Planning

11.1. The National Secretariat of Public Security, in order to comply with DECREE No. 10,947, OF JANUARY 25, 2022, which provides for the annual contracting plan and establish the Contracting Planning and Management System within the scope of the direct, autarchic and foundational federal public administration, which thus regulates:

"Art. 5º The preparation of the annual hiring plan by bodies and entities has the following objectives:

I - rationalize the hiring of administrative units under its jurisdiction, through the promotion of centralized and shared hiring, in order to obtain economies of scale, standardization of products and services and reduction of procedural costs;

II - ensure alignment with strategic planning, the sustainable logistics master plan and other existing governance instruments;

III - support the preparation of budget laws;

IV - avoid splitting expenses; and

V - signal intentions to the supplier market, in order to increase potential dialogue with the market and increase competitiveness."

11.2. Regarding the SENASP Logistics Coordination, the Federative Cooperation Agreement, signed between the Union and the Federation Units, in its Clause Four, Paragraph One, provides:

"The Federative Units that adhere to this Federative Cooperation instrument will be entitled to receive goods under the terms set forth in the annex, however, they must make available for 12 (twelve) months, continuously, the minimum number of employees set forth in the Work Plan, in order to be entitled to the referenced goods."

11.3. Next, in Clause Six, item II, paragraph "g", it cites the following obligation of the Ministry of Justice and Public Security:

"make available, through donation, to the participating Federative Units, at the end of the 12 (twelve) month period of mobilization of the SENASP and FNPS contingent, the assets listed in the annex to this instrument;"

11.4. Therefore, the acquisition is provided for in SENASP's procurement planning, following the guidelines set out in Art. 18 of Ordinance No. 405, of November 20, 2020, or the legislation that replaces it.

11.4.1. PNCP PCA ID: 00394494000136-0-000005/2024

11.4.2. Publication date in the PNCP: 20/05/2023

11.4.3. Item ID in PCA: 260, 261

11.4.4. Class/Group: 4240 - SAFETY AND RESCUE EQUIPMENT

11.4.5. Future Hiring Identifier: 200331-90141/2024

11.5. It is worth remembering that the strategic objective of SENASP/MJSP is to "improve the strategic coordination and integration of public security agencies". With the strategic project of Pró-Segurança, aiming to: "strengthen the coordination, cooperation and collaboration of public security agencies and institutions; reduce bureaucracy in public procurement; and promote research and diagnosis in public security", according to internal plan 94, of SENASP.

11.6. Strategic Alignment of the MJSP:

Linked Public Policy:	Public Safety Management Policy
Linked Value Chain Process:	Strategic Coordination of Integration, Intelligence and Operations in Public Security.
Linked Strategic Project:	ComprasSusp - Efficient Purchasing Program for SUSP

11.7 Furthermore, the items that are being registered in favor of the Defense of Life and the Environment Program, linked to the Policy for the Promotion of a Culture of Peace and Citizen Security, comply with the ComprasSusp Office Program, according to Ordinance No. 669, of December 15, 2020, cited above, which instituted the Efficient Purchasing Program for the Unified Public Security System - ComprasSUSP, aiming to promote economies of scale and procedural savings (art. 2, IV and VI).

11.8. In this sense, and because it involves price registration, information on budget availability is postponed until the time of formalization of the contract.

12. Benefits to be achieved with the hiring

12.1. The intended acquisition of thermal imaging cameras will enable compliance with Federative Cooperation Agreements entered into between the Union and the Member States through the "legacy", as well as benefit the entire society that uses the public security and civil defense services provided by the Ministry of Justice and Public Security and other security agencies in the country, promoting social well-being and increasing the credibility of security institutions when such an operational tool is applied. The benefits arising from this contract will be found in the optimization of time, cost-effectiveness and proportionality in responding to incidents.

12.2. The amount allocated to the ComprasSUSP Office aims to enable the execution of the National Security Fund and parliamentary amendments more quickly, prioritizing gains through economies of scale and the principles of economy, proportionality and efficiency.

13. Measures to be Taken

13.1. There is no need to train employees to work in contracting and supervising services in accordance with the specificities of the object, and the current DFNSP Supply Depot has full capacity to receive, store and distribute the respective material.

14. Possible Environmental Impacts

14.1. No possible environmental impacts were identified in the contracting process. However, in this context, in order to acquire objects with less negative impact, minimizing pollution or excessive aggression to the environment, the contractor must supply the objects preferably packaged in suitable individual packaging, with the smallest possible volume and using recyclable and/or biodegradable materials.

15. Statement of Viability

This planning team declares this hiring **viable**.

15.1. Justification of Feasibility

15.1.1. The solution presented in this Preliminary Technical Study fully complies with the principle of standardization, as set forth in Law No. 14,133/2021. The adoption of uniform technical specifications, the rationalization of processes, the optimization of resources and compliance with norms and standards are evidence of the commitment to efficiency, economy and transparency in public procurement.

15.1.2. Therefore, after the detailed analysis developed in this preliminary technical study, it is concluded that the contract is viable in terms of market availability, form of supply of the good and competitiveness. No impediments to the continuation of the process were identified. It is therefore recommended that the procedures as outlined in the ETP continue.

16. Responsible parties

All electronic signatures follow the official Brasilia time and are based on §3 of Art. 4 of [Decree No. 10,543, of November 13, 2020](#). _____

MARCIO BATISTA NUNES MAN

Requesting Member

CAMILA KELLY PEREIRA FERREIRA

Technical Member



Electronically signed on 05/14/2025 at 10:08:40.

PATRICIO RAFAEL DO NASCIMENTO

Administrative Member



Electronically signed on 05/14/2025 at 10:32:54.

WINSTON JHIOLL MELVILLE MAGALHAES

Administrative Member



Electronically signed on 05/14/2025 at 11:42:25.

Contract 6/2025

Basic Information

Number of artifact	UASG	Edited by	Updated on
6/2025	200331-NATIONAL SECRETARY OF SECURITY PUBLISHES	MARCIO RIOS HEIFER	05/15/2025 16:55 (v 1.1)
Status			
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Other information

Category	Contract Number	Administrative Process
II - purchase, including by order/Permanent goods		08020.002478/2025-12

▪

MINISTRY OF JUSTICE AND PUBLIC SECURITY

NATIONAL SECRETARIAT OF PUBLIC SECURITY

MANAGEMENT BOARD OF DIRECTORS OF THE NATIONAL PUBLIC SECURITY FUND

GENERAL COORDINATION OF BIDS AND CONTRACTS

(Administrative Process No. 08020.002478/2025-12)

The Union, represented by the MINISTRY OF JUSTICE AND PUBLIC SECURITY, through the NATIONAL SECRETARY OF PUBLIC SECURITY, headquartered at Esplanada dos Ministérios, Bloco T, Ed. Sede, Room 201, Civic Administrative Zone, in the city of Brasília/DF, registered with the CNPJ under no. 00.394.494/0005-60, in this act represented by the Director of Management of the National Public Security Fund, Mrs. CAMILA PINTARELLI, appointed by Ordinance No. 324, of March 18, 2024, published in the DOU of March 19, 2024, Edition 54, Section 2, page 1, holder of Functional Registration No. xxxxxxxx, hereinafter referred to as CONTRACTOR, and registered in the CNPJ/MF under number, headquartered at hereinafter referred to as CONTRACTOR, in this act represented by (name and position in the contract), as per the company's articles of association OR power of attorney presented in the proceedings, in view of what is stated in Process No. 08020.002478/2025-12 and in compliance with the provisions of Law No. 14,133, of April 1, 2021, and other applicable legislation, resolve to enter into this Contract Term, resulting from the Electronic Auction No. 900xx/202x, subject to the clauses and conditions set out below.

1. First clause - of the object

1.1. The purpose of this instrument is the acquisition of thermographic cameras, to meet the demand of the National Secretariat of Public Safety, under the conditions established in the Terms of Reference.

1.2. Purpose of the contract:

ITEM	DESCRIPTION	MARK /MODEL	UNIT OF SUPPLY	AMOUNT	VALUE UNITARY (US\$ /EURO/R\$)	TOTAL VALUE (US\$/EURO/R\$)
1	Camera Thermographic		Unit	389		

	Portable				
TOTAL					

1.3. This contract is binding, regardless of transcription:

- 1.3.1. The Terms of Reference;
- 1.3.2. The Bidding Notice;
- 1.3.4. The Contractor's Proposal;
- 1.3.5. Any attachments to the abovementioned documents.

2. Clause two - validity and extension

2.1. The term of the contract is 12 (twelve) months from the signing of the contract, in accordance with article 105 of Law No. 14,133 of 2021.

2.1.1. The term of validity will be automatically extended, regardless of any additional term, when the object is not completed within the period established above, except for the applicable measures in the event of fault on the part of the contractor, as provided for in this instrument.

2.2. The contractor has no subjective right to contract extension.

2.3. The extension of the contract must be promoted through the execution of an addendum.

2.4. The contract may not be extended when the contractor has been penalized with sanctions such as declaration of unsuitability or impediment to bidding and contracting with public authorities, observing the scope of application.

3. Clause three - contract execution and management models

3.1. The contract execution regime, the management and execution models, as well as the deadlines and conditions for completion, delivery, observation and receipt of the object are set out in the Terms of Reference, attached to this Contract.

4. Clause four - subcontracting

4.1. Subcontracting of the contractual object will not be permitted.

5. Clause five - price

5.1. The total value of the contract is R\$...... (.....)

5.2. The above amount includes all direct and indirect ordinary expenses arising from the execution of the object, including taxes and/or levies, social, labor, social security, fiscal and commercial charges, administration fees, freight, insurance and others necessary for the full fulfillment of the object of the contract.

6. Clause six - payment

6.1. The deadline for payment to the contractor and other conditions relating thereto are defined in the Terms of Reference, attached to this Contract.

7. Clause seven - adjustment

7.1. The prices initially contracted are fixed and non-adjustable within a period of one year from the date of the estimated budget, on 25/02/2025.

7.1.1. The estimated budget date is considered to be the date on which the price survey is materialized in a specific document, in accordance with the provisions of Article 3 of SEGES/ME Normative Instruction No. 65, of July 7, 2021.

7.2. After a one-year interval, and regardless of the contractor's request, the initial prices will be readjusted, through the application, by the contractor, of the IPCA index, exclusively for obligations initiated and completed after the occurrence of the annual period.

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

7.4. In the event of delay or non-disclosure of the adjustment index(es), the contractor shall pay the contractor the amount calculated by the last known variation, settling the corresponding difference as soon as the final index(es) are disclosed.

7.5. In the final measurements, the index(es) used for readjustment will be, obligatorily, the definitive one(s).

7.6. If the index(es) established for readjustment are extinguished or in any way can no longer be used, the index(es) determined by the legislation then in force will be adopted as replacement.

7.7. 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 amount, by means of an addendum.

7.8. The adjustment will be carried out by means of an apostille.

8. Clause eight - obligations of the contractor

8.1. The Contractor's obligations are:

8.2. Demand compliance with all obligations assumed by the Contractor, in accordance with the contract and its annexes;

8.3. Receive the object within the time frame and conditions established in the Terms of Reference;

8.4. Notify the Contractor, in writing, of any defects, faults or inaccuracies found in the object supplied, so that it may be replaced, repaired or corrected, in whole or in part, at its own expense;

8.5. Monitor and supervise the execution of the contract and the fulfillment of obligations by the Contractor;

8.6. Make payment to the Contractor of the amount corresponding to the supply of the object, within the period, form and conditions established in this Contract and in the Terms of Reference.

8.7. Apply to the Contractor the sanctions provided for by law and in this Contract;

8.8. Notify the legal representation body of the Attorney General's Office to adopt appropriate measures in the event of non-compliance with obligations by the Contractor;

8.9. Explicitly issue a decision on all requests and complaints related to the execution of this Agreement, except for requests that are manifestly irrelevant, merely delaying or of no interest to the proper execution of the agreement.

8.10. The Administration will have a period of 30 (thirty) days, counting from the date of the request's filing, to decide, allowing a motivated extension for the same period.

8.11. Respond to any requests for reestablishment of economic and financial balance made by the contractor within a maximum period of 30 (thirty) days.

8.12. Notify the issuers of the guarantees regarding the initiation of administrative proceedings to investigate non-compliance with contractual clauses.

8.13. The Administration shall not be liable for any commitments undertaken by the Contractor with third parties, even if linked to the execution of the contract, nor for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates.

9. Clause nine - obligations of the contractor

9.1. The Contractor must comply with all obligations set forth in this Agreement and its annexes, assuming as its own the risks and expenses arising from the proper and perfect execution of the object, also observing the obligations set forth below:

9.2. Deliver the object accompanied by the user manual, with a version in Portuguese, and the list of authorized technical assistance networks;

9.3. Be responsible for defects and damages resulting from the object, in accordance with the Consumer Protection Code (Law No. 8,078, of 1990);

9.4. Communicate to the contractor, within a maximum period of 24 (twenty-four) hours prior to the delivery date, the reasons that make it impossible to meet the expected deadline, with due proof;

9.5. Comply with regular determinations issued by the inspector or contract manager or higher authority (art. 137, II, of Law No. 14,133, of 2021) and provide any clarification or information requested by them;

9.6. Repair, correct, remove, rebuild or replace, at its own expense, in whole or in part, within the period set by the contract inspector, the goods in which there are defects, faults or inaccuracies resulting from the execution or materials used;

9.7. To be responsible for defects and damages arising from the execution of the object, as well as for any and all damages caused to the Administration or third parties, without reducing this responsibility to the supervision or monitoring of the contractual execution by the contractor, who will be authorized to deduct from the payments due or from the guarantee, if required, the amount corresponding to the damages suffered;

9.8. When it is not possible to verify the regularity in the Supplier Registration System – SICAF, the contractor must submit to the department responsible for supervising the contract, together with the Invoice for payment purposes, the following documents: 1) proof of regularity regarding Social Security; 2) joint certificate regarding federal taxes and the Active Debt of the Union; 3) certificates proving regularity with the State or District Treasury of the contractor's domicile or headquarters; 4) FGTS Regularity Certificate – CRF; and 5) Negative Certificate of Labor Debts – CNDT;

9.9. Be responsible for fulfilling all labor, social security, tax, commercial and other obligations provided for in specific legislation, the failure to comply with which does not transfer responsibility to the contractor and may not burden the object of the contract;

9.10. Report to the Contract Inspector, within 24 (twenty-four) hours, any abnormal occurrence or accident that occurs at the site where the contractual object is performed.

9.11. Stop, at the contractor's discretion, any activity that is not being carried out in accordance with good technique or that puts the safety of people or third-party property at risk.

9.12. Maintain throughout the term of the contract, in compatibility with the obligations assumed, all the conditions required for qualification in the bidding process;

9.13. Comply, throughout the period of execution of the contract, with the reservation of positions provided for by law for people with disabilities, for those rehabilitated by Social Security or for apprentices, as well as the reservations of positions provided for in the legislation (art. 116, of Law No. 14,133, of 2021);

9.14. Prove the reservation of positions referred to in the clause above, within the period set by the contract inspector, with the indication of the employees who filled the aforementioned vacancies (art. 116, sole paragraph, of Law No. 14,133, of 2021);

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

9.16. Bear the burden arising from any error in the sizing of the quantities in its proposal, including variable costs arising from future and uncertain factors, and must supplement them if what was initially foreseen in its proposal is not satisfactory for meeting the purpose of the contract, except when any of the events listed in art. 124, II, d, of Law No. 14,133, of 2021, occur.

9.17. Comply, in addition to the current legal requirements at federal, state or municipal level, with the safety standards of the contractor.

10. Clause ten - performance guarantee

10.1. The contract is subject to a performance guarantee, in accordance with Article 96 of Law No. 14,133 of 2021, in the form of a surety bond, in an amount corresponding to 2% (two percent) of the total value of the contract.

OR

10.1. The contractor shall present, within a maximum period of 10 (ten) business days, extendable for the same period, at the discretion of the contractor, counted from the signing of the contract, proof of provision of guarantee, being able to opt for a cash deposit or public debt securities or, even, a bank guarantee or capitalization bond, in an amount corresponding to 2% (two percent) of the total value of the contract (art. 96 of Law No. 14,133/2021).

Explanatory Note 1: The successful bidder may offer a performance guarantee before or after signing the contract, depending on the chosen modality. For this reason, alternative wordings were provided for the provision that opens the guarantee clause, covering possible situations. Only after the award of the object will the time for presenting the guarantee be defined, as this is an option of the bidder.

Explanatory Note 2: When the successful bidder chooses to offer a guarantee insurance, it must do so prior to signing the contract, at least one month after the date of approval of the bid (art. 96, §3, of Law No. 14,133/2021).

10.2. If the insurance guarantee modality is used, the policy must be valid for the duration of the contract, remaining in force even if the contractor does not pay the premium on the agreed dates.

10.3. The surety insurance policy must follow the changes relating to the validity of the main contract through the issuance of the respective endorsement by the insurer.

10.4. The insurance guarantee policy may be replaced on the renewal or anniversary date, provided that the conditions and coverage of the current policy are maintained and no period is left uncovered, except as provided in item 10.5 of this contract.

10.5. In the event of suspension of the contract by order or default of the Administration, the contractor will be exempt from renewing the guarantee or endorsing the insurance policy until the order to restart the execution or the fulfillment by the Administration.

10.6. The guarantee will ensure, whatever the chosen modality, the payment of:

10.6.1. losses arising from non-compliance with the purpose of the contract and non-fulfillment of other obligations provided for therein;

10.6.2. late payment and punitive fines applied by the Administration to the contractor; and

10.6.3. labor and social security obligations of any nature and towards the FGTS, not fulfilled by the contractor, when applicable.

10.7. The insurance guarantee modality will only be accepted if it covers all the events indicated in item 10.6, in compliance with the legislation governing the matter.

10.8. The cash guarantee must be made in favor of the contractor, in a specific account at Caixa Econômica Federal, with monetary correction.

10.9. If the option is to use public debt securities, these must have been issued in written form, registered in a centralized settlement and custody system authorized by the Central Bank of Brazil, and assessed by their economic values, as defined by the Ministry of Economy.

10.10. In the case of a guarantee in the form of a bank guarantee, it must be issued by a bank or financial institution duly authorized to operate in the country by the Central Bank of Brazil, and must include the guarantor's express waiver of the benefits of article 827 of the Civil Code.

10.11. In the event of a change in the value of the contract, or extension of its validity, the guarantee must be adjusted or renewed, following the same parameters used when contracting.

10.12. If the value of the guarantee is used in whole or in part to pay any obligation, the Contractor undertakes to make the respective replacement within a maximum period of 15 (fifteen) business days, counted from the date on which it is notified.

10.13. The Contractor shall execute the guarantee in the manner provided for in the legislation governing the matter.

10.13.1. The issuer of the guarantee offered by the contractor must be notified by the contractor of the initiation of administrative proceedings to investigate non-compliance with contractual clauses (art. 137, § 4, of Law No. 14,133, of 2021).

10.13.2. In the case of a surety bond, if the loss occurs during the term of the policy, its characterization and communication may occur outside this term, not constituting a fact that justifies the denial of the loss, as long as the prescriptive terms applied to the insurance contract are respected, in accordance with art. 20 of Susep Circular No. 662, of April 11, 2022.

10.14. The guarantee will be extinguished with the return of the policy, letter of guarantee or authorization for the release of amounts deposited in cash as a guarantee, accompanied by a declaration by the contractor, through a detailed statement, that the contractor has complied with all clauses of the contract.

10.15. The guarantee will only be released or returned after the contract has been faithfully executed or after its termination due to the exclusive fault of the Administration and, when in cash, will be monetarily updated.

10.16. The guarantor is not a party to appear in administrative proceedings instituted by the contractor with the aim of determining losses and/or applying sanctions to the contractor.

10.16.1. The contractor authorizes the contracting party to retain, at any time, the guarantee, in the manner provided for in this Contract.

10.16.2. In addition to the guarantee referred to in articles 96 et seq. of Law No. 14,133/21, this contract includes a contractual guarantee for the goods to be supplied, including maintenance and technical assistance, in accordance with the conditions established in the Terms of Reference.

10.16.3. The performance guarantee is independent of any product guarantee specifically provided for in the Terms of Reference.

11. Clause eleven - infractions and administrative sanctions

11.1. The contractor who commits an administrative infraction, in accordance with Law No. 14,133 of 2021, is:

- a) causes partial non-performance of the contract;
- b) causes partial non-performance of the contract that causes serious damage to the Administration or to the functioning of public services or to the collective interest;
- c) causes the total non-performance of the contract;
- d) lead to the delay in the execution or delivery of the object of the contract without justified reason;
- e) present false documentation or make a false statement during the execution of the contract;
- f) commit a fraudulent act in the execution of the contract;
- g) behave in an inappropriate manner or commit fraud of any nature;
- h) commit a harmful act as provided for in Article 5 of Law No. 12,846 of August 1, 2013.

11.2. The following sanctions will be applied to the contractor who commits the infractions described above:

I. Warning, when the contractor causes partial non-performance of the contract, whenever the imposition of a more severe penalty is not justified (art. 156, §2, of Law No. 14,133, of 2021);

II. Prohibition from bidding and contracting, when the conduct described in items "b", "c" and "d" of the subitem above of this Contract is practiced, whenever the imposition of a more severe penalty is not justified (art. 156, § 4, of Law No. 14,133, of 2021);

III. Declaration of unsuitability to bid and contract, when the conduct described in items "e", "f", "g" and "h" of the subitem above of this Contract, as well as in items "b", "c" and "d", which justify the imposition of a more severe penalty (art. 156, §5, of Law No. 14,133, of 2021);

IV. Fine:

1. Moratorium of 0.5% (five tenths of a percent) per day of unjustified delay on the value of the unpaid installment, up to a limit of 30 (thirty) days; Moratorium of 0.5%
2. (five tenths of a percent) per day of unjustified delay on the total value of the contract, up to a maximum of 5% (five percent), for failure to comply with the deadline set for presentation, supplementation or replacement of the guarantee.
 2. 1. A delay of more than 45 (forty-five) days authorizes the Administration to terminate the contract due to non-compliance or irregular compliance with its clauses, as provided for in item I of art. 137 of Law No. 14,133 of 2021.
3. Compensatory, for the infractions described in items "e" to "h" of subitem 12.1, from 10% to 30% of the value of the Contract.
4. Compensatory, for total non-performance of the contract provided for in item "c" of subitem 12.1, from 10% to 20% of the value of the Contract.
5. For the infraction described in item "b" of subitem 12.1, the fine will be 5% to 10% of the value of the Contract.
6. For infractions described in item "d" of subitem 12.1, the fine will be 2% to 5% of the value of the Contract.
7. For the infraction described in item "a" of subitem 12.1, the fine will be 1% to 2% of the value of the Contract.

11.3. The application of the sanctions provided for in this Agreement does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Contractor (art. 156, §9, of Law No. 14,133, of 2021)

11.3.1. All sanctions provided for in this Agreement may be applied cumulatively with the fine (art. 156, §7, of Law No. 14,133, of 2021).

11.3.2. Before the fine is applied, the interested party will be given the right to present a defense within 15 (fifteen) business days, counted from the date of notification (art. 157, of Law No. 14,133, of 2021)

11.3.3. If the fine applied and the applicable compensation are higher than the amount of payment eventually due by the Contractor to the Contractor, in addition to the loss of this amount, the difference will be discounted from the guarantee provided or will be collected in court (art. 156, §8, of Law No. 14,133, of 2021).

11.3.4. Prior to referral for judicial collection, the fine may be collected administratively within a maximum period of 15 (fifteen) days, counting from the date of receipt of the communication sent by the competent authority.

11.4. The application of sanctions will be carried out in an administrative process that ensures the adversarial system and full defense to the Contractor, observing the procedure provided for in the caput and paragraphs of art. 158 of Law No. 14,133 of 2021, for the penalties of impediment to bidding and contracting and declaration of unsuitability to bid or contract.

11.5. When applying sanctions, the following will be considered (art. 156, §1, of Law No. 14,133, of 2021):

- a) the nature and gravity of the offence committed;
- b) the peculiarities of the specific case;
- c) aggravating or mitigating circumstances;
- d) any damages arising therefrom for the Contractor;
- e) the implementation or improvement of an integrity program, in accordance with the standards and guidelines of the control bodies.

11.6. Acts defined as administrative infractions in Law No. 14,133 of 2021, or in other laws on public procurement and contracts that are also classified as harmful acts in Law No. 12,846 of 2013, will be investigated and judged jointly, in the same proceedings, observing the procedural rules and competent authority defined in said Law (art. 159).

11.7. The Contractor's legal personality may be disregarded whenever it is used with abuse of law to facilitate, conceal or disguise the practice of unlawful acts provided for in this Agreement or to cause patrimonial confusion, and, in this case, all effects of the sanctions applied to the legal entity will be extended to its directors and partners with powers of administration, to the successor legal entity or to the company in the same sector with a relationship of coalition or control, in fact or in law, with the Contractor, observing, in all cases, the adversarial system, full defense and the obligation of prior legal analysis (art. 160, of Law No. 14,133, of 2021).

11.8. The Contractor must, within a maximum period of 15 (fifteen) business days, counted from the date of application of the sanction, inform and keep updated the data related to the sanctions applied by it, for the purposes of publicity in the National Registry of Unfit and Suspended Companies (Ceis) and in the National Registry of Punished Companies (Cnep), established within the scope of the Federal Executive Branch. (Art. 161, of Law No. 14,133, of 2021).

11.9. The sanctions of prohibition from bidding and contracting and declaration of unsuitability to bid or contract are subject to rehabilitation in accordance with art. 163 of Law No. 14,133/21.

11.10. The contractor's debts to the contracting Administration, resulting from administrative fines and/or compensation, not registered as active debt, may be offset, in whole or in part, with the credits owed by said body arising from this same contract or from other administrative contracts that the contractor has with the same contracting body, in accordance with SEGES/ME Normative Instruction No. 26, of April 13, 2022.

12. Clause Twelve - Termination of Contract

12.1. The contract will be terminated when the obligations of both parties have been fulfilled, even if this occurs before the deadline stipulated for this purpose.

12.2. If the obligations are not fulfilled within the stipulated period, the term will be extended until the object is completed, in which case the Administration must arrange for the readjustment of the schedule set for the contract.

12.2.1. When the non-completion of the contract referred to in the previous item is due to the fault of the contractor:

- a) he will be in default, and the respective administrative sanctions will be applicable; and
- b) the Administration may choose to terminate the contract and, in this case, will adopt the measures permitted by law for the continuation of the contractual execution.

12.3. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the term set out therein, for any of the reasons provided for in article 137 of Law No. 14,133/21, as well as amicably, ensuring the adversarial system and full defense.

12.3.1. In this case, articles 138 and 139 of the same Law also apply.

12.3.2. A corporate change or modification of the purpose or structure of the company will not give rise to termination if it does not restrict its ability to conclude the contract.

12.3.2.1. If the operation involves a change in the contracted legal entity, an addendum must be formalized for subjective change.

12.4. The termination term, whenever possible, will be preceded by:

12.4.1. Balance of contractual events already fulfilled or partially fulfilled;

12.4.2. List of payments already made and still due;

12.4.3. Compensation and fines.

12.5. Termination of the contract does not constitute an obstacle to the recognition of economic-financial imbalance, in which case compensation will be granted by means of an indemnity term (art. 131, caput, of Law No. 14,133, of 2021).

12.7. The contract may be terminated if it is found that the contractor maintains a technical, commercial, economic, financial, labor or civil relationship with a director of the contracting body or entity or with a public agent who has performed a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a direct line, collateral line or by affinity, up to the third degree (art. 14, item IV, of Law No. 14,133, of 2021).

13. Clause thirteen - budget allocation

13.1. The expenses arising from this contract will be covered by specific resources allocated in the General Budget of the Union for this fiscal year, in the allocation detailed below:

13.1.1. Management/Unit:

13.1.2. Source of Resources:

13.1.3. Work Program:

13.1.4. Expense Element:

13.1.5. Internal Plan:

13.1.6. Commitment Note:

14. Clause fourteen - omissions

14.1. Omitted cases will be decided by the contractor, according to the provisions contained in Law No. 14,133, of 2021, and other applicable federal regulations and, subsidiarily, according to the provisions contained in Law No. 8,078, of 1990 – Consumer Protection Code – and general rules and principles of contracts.

15. Clause fifteen - amendments

15.1. Any contractual changes will be governed by the provisions of articles 124 et seq. of Law No. 14,133 of 2021.

15.2. The contractor is obliged to accept, under the same contractual conditions, any additions or deletions that may be necessary, up to a limit of 25% (twenty-five percent) of the initial updated value of the contract.

15.3. Contractual changes must be made through the execution of an addendum, subject to prior approval by the contracting party's legal consultancy, except in cases of justified need to anticipate their effects, in which case the formalization of the addendum must occur within a maximum period of 1 (one) month (art. 132 of Law No. 14,133, of 2021).

15.4. Records that do not constitute a change to the contract may be made by simple annotation, without the need to sign an addendum, in accordance with art. 136 of Law No. 14,133 of 2021.

16. Clause sixteen - publication

16.1. The contractor shall be responsible for disclosing this instrument on the National Public Procurement Portal (PNCP), in the manner provided for in art. 94 of Law 14,133 of 2021, as well as on the respective official website, in accordance with art. 91, *caput*, of Law No. 14,133, of 2021, and art. 8, §2, of Law no. 12,527, of 2011, combined with art. 7, §3, item V, of Decree no. 7,724, of 2012.

17. Clause seventeen - forum

17.1. The Federal Court, Judicial Section of the Federal District, is elected to resolve disputes arising from the execution of this Contract Term that cannot be resolved by conciliation, in accordance with art. 92, §1, of Law No. 14,133/21.

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

Legal representative of the CONTRACTOR

CONTRACTOR's legal representative

WITNESSES:

1-

2-

18. Responsible parties

All electronic signatures follow the official Brasilia time and are based on §3 of Art. 4 of [Decree No. 10,543, of November 13, 2020](#). _____

PATRICIO RAFAEL DO NASCIMENTO

Administrative Member



Electronically signed on 05/15/2025 at 16:49:54.

Price Registration Minutes 6/2025

Basic Information

Number of artifact	UASG	Edited by	Updated on
6/2025	200331-NATIONAL SECRETARY OF SECURITY PUBLISHES	MARCIO RIOS HEIFER	05/15/2025 16:55 (v 1.1)
Status			
PUBLISHED			

Other information

Category	Contract Number	Administrative Process
II - purchase, including by order/Permanent goods		08020.002478/2025-12

MINISTRY OF JUSTICE AND PUBLIC SECURITY

NATIONAL SECRETARIAT OF PUBLIC SECURITY

MANAGEMENT BOARD OF DIRECTORS OF THE NATIONAL PUBLIC SECURITY FUND

PRICE REGISTRATION MINUTES

No.

The National Secretariat of Public Security, headquartered at Esplanada dos Ministérios, Bloco T, Ed. Sede, Sala 201, Zona Cívico-Administrativa, in the city of Brasília/DF, CEP 70.064-900, registered under CNPJ nº 00.394.494/0005-60, hereby represented by the Director of Management of the National Public Security Fund, Mrs. CAMILA PINTARELLI, appointed by Ordinance No. 324, of March 18, 2024, published in the DOU of March 19, 2024, Edition 54, Section 2, page 1, considering the judgment of the bidding in the form of an auction, in electronic form, for PRICE REGISTRATION No. 90018/2024, published ^{node} of/...../202....., administrative process no. 08020.002478/2025-12, RESOLVES to register the prices of the company(ies) indicated and qualified in these MINUTES, according to the classification achieved by them and in the quantity(ies) quoted, meeting the conditions set forth in the Bidding Notice, with the parties subject to the rules set forth in Law No. 14,133 of 1 April 2021, in Decree No. 11,462, of March 31, 2023, and in accordance with the following provisions:

1. Of the object

1.1. The purpose of this Minutes is to record prices for the eventual acquisition of thermographic cameras, to meet demand of the National Secretariat, in accordance with the table below, according to the established conditions and requirements of Security Public and other participating bodies, specified in item(s)..... of the Terms of Reference, attached to the Notice of International Electronic Auction No. 900xx/202x, which is an integral part of these Minutes, as well as the proposals whose prices have been recorded, regardless of transcription.

2. Prices, specifications and quantities

2.1. The registered price, the object specifications, the minimum and maximum quantities of each item, supplier(s) and the other conditions offered in the proposal(s) are as follows:

Supplier (company name, CNPJ/MF, address, contacts, representative)						
Item	Description	Mark /Model	Unit of Supply	Amount	Unit Value (US/EURO/R\$)	Total Value (US\$ /EURO/R\$)
1	Thermal Imaging Camera Portable		Unit	389		
TOTAL VALUE						

2.1. The list of the reserve register relating to this price record is attached to this Minute.

3. Managing body(ies) and participant(s)

3.1. The managing body will be the Ministry of Justice and Public Security, through the National Secretariat of Public Security - SENASP, UASG 200331.

UASG ITEM	BODY		DESCRIPTION	UNIT	AMOUNT
		1	Portable Thermal Camera	Unit	91
SENASP 200331					

3.2. The following public bodies and entities participate in the price registry:

Item 1 - Portable Thermal Imaging Camera		
Participating Agency	UASG	Amount
Military Fire Department of AM Military	462416	3
Fire Department of AL Military Fire	926111	26
Department of AP Military Fire	927134	10
Department of BA Military Fire	927032	50
Department of CE Military Fire	453129	2
Department of DF Military Fire	170394	60
Department of GO Military Fire	926903	5
Department of MT Military Fire	926994	30
Department of MS Military Fire	452105	2
Department of MG Military Fire	926965	5
Department of PA Military Fire	925853	1
Department of PB Military Fire	927143	4
Department of PR Military Fire	453079	38
Department of PE Military Fire	927086	5
Department of PI Military Fire	464767	2
Department of RN Military Fire	925541	5
Department of RS Military Fire	928125	10
Department of RO Military Fire	928093	3
Department of RR Military Fire	462492	10
Department of SC Military Fire	927139	1
Department of SE Military Fire	927679	10
Department of TO State Secretariat	906070	2
of Public Security of Amazonas	927025	5
Civil Police of the State of Roraima	927020	9
Total		298

4. Adherence to the Price Registration Record

4.1. During the validity of the minutes, the bodies and entities of the federal, state, district and municipal Public Administration that did not participate in the IRP procedure may adhere to the price registration minutes as non-participants, subject to the following requirements.

4.1.1. presentation of justification for the advantage of joining, including in situations of probable shortage or discontinuity of public service;

4.1.2. demonstration that the recorded values are compatible with the values practiced by the market in accordance with art. 23 of Law No. 14,133 of 2021; and

4.1.3. prior consultation and acceptance of the managing body or entity and the supplier.

4.2. The authorization of the managing body or entity will only be carried out after the supplier accepts the membership.

4.2.1. The managing body or entity may reject accessions if they may harm the execution of its own contracts or its management capacity.

4.3. After authorization by the managing body or entity, the non-participating body or entity must carry out the requested acquisition or contracting within ninety days, observing the validity period of the minutes.

4.4. The term referred to in the previous subitem, relating to the execution of the contract, may be exceptionally extended, upon request by the non-participating body or entity accepted by the managing body or entity, provided that the time limit for the validity of the price registration record is respected.

4.5. The body or entity may adhere to an item in the price registration minutes of which it is a member, as a non-participant, for those items for which it does not have a registered quantity, in compliance with the requirements of item 4.1.

Limits to memberships

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

4.7. The quantity resulting from adhesions may not exceed, in total, twice the quantity of each item registered in the price registration minutes for the manager and participants, regardless of the number of non-participating bodies or entities that adhere to the price registration minutes.

4.9. Adherence to the price registration record by state, district and municipal public administration bodies and entities may be required for the purposes of voluntary transfers, and is not subject to the limit set out in item 4.6, provided that it is intended for the decentralized execution of a federal program or project and the compatibility of the registered prices with the values practiced in the market is proven in accordance with art. 23 of Law No. 14,133 of 2021.

Prohibition of increasing quantities

4.10. It is prohibited to make additions to the quantities set out in the price registration minutes.

5. Validity, formalization of the SRP minutes and reserve registration

5.1 The Price Registration Record will be valid for 1 (one) year, starting from the first business day following the date of publication in the PNCP, and may be extended for the same period, with the supplier's consent, provided that the advantageous price is proven.

5.1.1. The contract resulting from the price registration record will have its validity established in the contractual instrument itself and will observe at the time of contracting and each financial year the availability of budgetary credits, as well as the forecast in the multi-year plan, when it exceeds 1 (one) financial year.

5.1.2. When formalizing the contract or substitute instrument, the availability of the respective budgetary credits must be indicated.

5.2. The contracting with the suppliers registered in the minutes will be formalized by the interested body or entity through a contractual instrument, issuance of an expense commitment note, purchase authorization or other suitable instrument, in accordance with art. 95 of Law No. 14,133 of 2021.

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

5.3. Contracts resulting from the price registration system may be changed, in accordance with art. 124 of Law No. 14,133 of 2021.

5.4. Conditions of this price registration record:

5.4.1. The prices and quantities that the successful bidder is obliged to supply are recorded in the minutes.

5.4.2. The minutes include, in the form of an annex, a record of bidders or suppliers who:

5.4.2.1. They agreed to quote the goods, with prices equal to those of the successful bidder, taking into account the bidding classification;

and

5.4.2.2. Maintain their original proposal.

5.4.3. In contracting, the order of classification of bidders or suppliers registered in the minutes will be respected.

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

5.6. For the purposes of the ranking order, bidders or suppliers who have agreed to reduce their bids to the successful bidder's price will precede those who maintain their original bid.

5.7. The qualification of bidders that make up the reserve list will be carried out when there is a need to hire the remaining bidders, in the following case:

5.7.1. When the winning bidder does not sign the price registration minutes within the time period and under the conditions established in the notice;
and

5.7.1. When the bidder's registration or price registration is cancelled in the cases provided for in item 9.

5.8. The registered price indicating the bidders and suppliers will be published in the PNCP and will be made available during the validity of the price registration minutes.

5.9. The registered prices will imply a commitment to supply under the established conditions, but will not oblige the Administration to contract, with the possibility of carrying out a specific bidding process for the intended acquisition, provided that it is duly justified.

6. Changing or updating registered prices

6.1. Registered prices may be changed or updated as a result of any reduction in market prices or any event that increases the cost of registered goods, works or services, in the following situations:

6.1.1. In the event of force majeure, unforeseeable circumstances or acts of the prince or as a result of unforeseeable or foreseeable facts with incalculable consequences, which make it impossible to execute the minutes as agreed, in accordance with item "d" of section II of the caput of art. 124 of Law No. 14,133 of 2021.

6.1.2. In the event of the creation, alteration or extinction of any taxes or legal charges or the supervening of legal provisions, with proven repercussions on the registered prices

6.1.3. In the event that the notice provides for a readjustment or renegotiation clause on registered prices, in accordance with Law No. 14,133 of 2021.

6.1.3.1. In the case of readjustment, the annual calculation and the index provided for in the contract must be respected;

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

7. Negotiation of registered prices

7.1. In the event that the registered price becomes higher than the market price for a supervening reason, the managing body or entity will call on the supplier to negotiate a reduction in the registered price.

7.1.1. If the supplier does not agree to reduce its price to market values, it will be released from the commitment made regarding the registered item, without the application of administrative penalties.

7.1.2. In the event provided for in the previous item, the manager will call the suppliers from the reserve list, in the order of classification, to verify whether they accept reducing their prices to market values and will not call the bidders or suppliers who have had their registration canceled.

7.1.3. If negotiations are unsuccessful, the managing body or entity will cancel the price registration record, adopting appropriate measures to obtain a more advantageous contract.

7.1.4. In the event of a reduction in the registered price, the manager will notify the bodies and entities that have signed contracts resulting from the price registration minutes so that they may assess the convenience and opportunity of undertaking negotiations with a view to changing the contract, in accordance with the provisions of art. 124 of Law No. 14,133 of 2021.

7.2. If the market price becomes higher than the registered price and the supplier is unable to fulfill the obligations established in the minutes, the supplier will be entitled to request the manager to change the registered price, upon proof of a supervening fact that allegedly makes it impossible for the supplier to fulfill the commitment.

7.2.1. In this case, the supplier shall forward, together with the change request, supporting documentation or the cost sheet demonstrating the unfeasibility of the registered price in relation to the conditions initially agreed.

7.2.2. In the event of failure to prove the existence of a supervening fact that makes the registered price unfeasible, the request will be rejected by the managing body or entity and the supplier must comply with the obligations established in the minutes, under penalty of cancellation of its registration, in accordance with item 9.1, without prejudice to the sanctions provided for in Law No. 14,133, of 2021, and in applicable legislation.

7.2.3. In the event of cancellation of the supplier's registration, under the terms of the previous item, the manager will call the suppliers in the reserve register, in the order of classification, to verify whether they agree to maintain their registered prices, in compliance with the provisions of item 4.7.

7.2.4. If negotiations are unsuccessful, the managing body or entity will cancel the price registration record, in accordance with item 9.4, and will adopt appropriate measures to obtain the most advantageous contract.

7.2.5. In the event of proof of an increase in the market price that makes the registered price unfeasible, as provided for in item 7.2 and item 7.2.1, the managing body or entity shall update the registered price in accordance with the reality of the values practiced by the market.

7.2.6. The managing body or entity shall notify the bodies and entities that have signed contracts resulting from the price registration minutes of the effective change in the registered price, so that they may assess the need for a contractual change, in accordance with the provisions of art. 124 of Law No. 14,133 of 2021.

8. Reallocation of quantities recorded in the SRP minutes

8.1. The quantities expected for items with prices recorded in the price registration minutes may be reallocated by the managing body or entity between the bodies or entities participating and not participating in the price registration.

8.2. The reassignment may only be made:

8.2.1. From a participating body or entity to a participating body or entity; or

8.2.2. From a participating body or entity to a non-participating body or entity.

8.3. The managing body or entity that has estimated the quantities it intends to contract will be considered a participant for the purposes of the reallocation.

8.4. In the event of a transfer from a participating body or entity to a non-participating body or entity, the limits set forth in Article 32 of Decree No. 11,462 of 2023 will be observed.

8.5. It will be up to the managing body or entity to authorize the requested reallocation, with the reduction of the quantity initially reported by the participating body or entity, provided that there is prior consent from the body or entity that suffers a reduction in the quantities reported.

8.6. If the reallocation is made between bodies or entities of the States, the Federal District or different Municipalities, it will be up to the supplier benefiting from the price registration record, in compliance with the conditions established therein, to choose whether or not to accept the supply resulting from the reallocation of the items.

8.7. In the case of centralized purchasing, if there is no indication by the managing body or entity of the quantities of the participants in the centralized purchasing, in accordance with item 8.3, the distribution of quantities for decentralized execution will be through reallocation.

9. Cancellation of the successful bidder's registration and registered prices

9.1. The supplier's registration will be cancelled by the manager when the supplier:

9.1.1. Failure to comply with the conditions of the price registration minutes, without justified reason;

9.1.2. Failure to withdraw the commitment note, or equivalent instrument, within the period established by the Administration without reasonable justification;

9.1.3. Not agreeing to maintain its registered price, in the case provided for in article 27, § 2, of Decree No. 11,462, of 2023; or

9.1.4. Suffer a sanction provided for in items III or IV of the caput of art. 156 of Law No. 14,133 of 2021.

9.1.4.1. In the event of application of a sanction provided for in items III or IV of the caput of art. 156 of Law No. 14,133 of 2021, if the penalty applied to the supplier does not exceed the term of validity of the price registration record, the managing body or entity may, by means of a reasoned decision, decide to maintain the price registration, prohibiting contracts derived from the record while the effects of the sanction continue.

9.2. The cancellation of registrations in the cases provided for in item 9.1 will be formalized by order of the managing body or entity, guaranteeing the principles of adversarial proceedings and full defense.

9.3. In the event of cancellation of the supplier's registration, the managing body or entity may call the bidders that make up the reserve list, observing the classification order.

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

9.4.1. For reasons of public interest;

9.4.2. At the request of the supplier, resulting from unforeseeable circumstances or force majeure; or

9.4.3. If negotiations are unsuccessful, in cases where the market price becomes higher or lower than the registered price, in accordance with articles 26, § 3 and 27, § 4, both of Decree No. 11,462, of 2023.

10. Penalties

10.1. Failure to comply with the Price Registration Minutes will result in the application of the penalties established in the notice.

10.1.1. The sanctions also apply to members of the reserve list in the price registry who, when called upon, do not honor the commitment made without justification after having signed the minutes.

10.2. It is the responsibility of the manager to apply penalties resulting from non-compliance with the terms agreed in this price registration record (art. 7, item XIV, of Decree No. 11,462, of 2023), except in cases where the non-compliance concerns the contracts of the participating bodies or entities, in which case it will be the responsibility of the respective participating body to apply the penalty (art. 8, item IX, of Decree No. 11,462, of 2023).

10.3. The participating body or entity must notify the managing body of any of the occurrences provided for in item 9.1, given the need to initiate a procedure to cancel the supplier's registration.

11. General conditions

11.1. The general conditions for the execution of the object, such as the deadlines for delivery and receipt, the obligations of the Administration and the registered supplier, penalties and other conditions of the adjustment, are defined in the Terms of Reference, attached to the notice.

For the firmness and validity of the agreement, these Minutes were drawn up in the SEI MJSP system, which, after being read and found to be in order, will be digitally signed by the parties and a copy will be sent to the other participating bodies.

Place and date

Subscriptions

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

Annex

Reservation Registration

Following the classification order, below is a list of suppliers who agreed to quote items with prices equal to those of the successful bidder:

Item of TR	Supplier (company name, CNPJ/MF, address, contacts, representative)								
X	Specification	Mark (if required in the notice)	Model (if required in the notice)	Unit	Max Quantity	Quantity	Minimum	Value One	Term guarantee or validity

The list of suppliers who maintained their proposal at the original value can be obtained in the Approval Term of the aforementioned auction, available on the National Public Procurement Portal (www.pncp.gov.br), in the CONTRACTS module.

12. Responsible parties

All electronic signatures follow the official Brasilia time and are based on §3 of Art. 4 of [Decree No. 10,543, of November 13, 2020](#). _____

PATRICIO RAFAEL DO NASCIMENTO

Administrative Member



Electronically signed on 05/15/2025 at 16:49:13.



30828329



08020.002478/2025-12



Ministry of Justice and Public Security
National Secretariat of Public Security
Senasp Bidding Procedures Area

ANNEX TO THE NOTICE

IV - PROPOSAL MODEL

The use of this Proposal Template is mandatory.

PROPOSAL MODEL FOR NATIONAL OR NATIONALIZED MATERIAL

EQUIPMENT TO BE PURCHASED IN BRAZIL

MANDATORY FOR BRAZILIAN BIDDERS

(preferably on company letterhead)

THE

NATIONAL SECRETARIAT OF PUBLIC SECURITY

MANAGEMENT BOARD OF DIRECTORS OF THE NATIONAL PUBLIC SECURITY FUND

Esplanade of Ministries, Block T, Headquarters Building, 2nd floor, Room 201 - Civic Administrative Zone Neighborhood

Brasilia/DF

ZIP Code 70064-900

PROCESS NO. 08020.002478/2025-12

Electronic Auction No. 90011/2025 - UASG 200331

(Name/Company name) _____, registered with CNPJ No.

(Name/Company name) registered with CNPJ No. _____,

_____ (applicable only to Brazilian or foreign companies with

authorization to operate in Brazil), through its representative

legal, the bearer of the ID card _____,

Identity No. _____ and CPF no. _____,

presents a proposal for:

Bid Currency: _____

Item: NCM1 : Full description of equipment: Country of origin: Manufacturer: Mark: Model: Catalog code:	
(A) Quantity	
(B) Unit value without taxes in R\$ Unit price without taxes in US\$ / EURO Exchange PTAX Sale (R\$) at the close of 3 (three) business days before the date of opening of contest (R\$) ²	
(C) PIS ³ = (B x 2.10%)	
(D) CONFINS ⁴ = (B x 9.65%)	
(E) IPI (R\$) ⁵ = B x IPI%	R\$ 0.00

IPI = 0%	
(F) ICMS (R\$) ⁶ = [(B + C + D + E) / (1 - 12%)] x 12%	
(G) Unit value with taxes (R\$) = (B + C + D + (E + F))	
(H) Total value with taxes (R\$) ⁷ = (A x G)	

1 NCM: 9013.80.00.

¹ The reference exchange rate, Dollar or Euro: PTAX Exchange Rate Sale (R\$) at closing 3 (three) business days before the date of the opening of the contest (<https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes>).

^{3 and 4} PIS and Cofins are federal taxes for financing social security. Differences in rates will be determined at the time of billing.

⁵ The material to be purchased is EXEMPT from IPI, when used for use in the activities of the Fire Departments, throughout the national territory, in terms of [Law No. 8.058, of July 2, 1990](#).

⁶ For all items, for proposal preparation purposes, regardless of the place of delivery, the ICMS rate indicated above must be considered, thus ensuring equality between bidders. According to ICMS Agreements CONFAZ, some states have exemption for equipment acquisitions for the Fire Department. The company must, at the time of billing, emit Invoice with the corresponding tax rate of the State of destination well. Rates different from those defined in the proposal will be adjusted in the payment, more or less, according to taxes highlighted in the Invoice.

⁷ Total reference value for contracting. Bidders must detail the proposal according to the model, aiming to enable adjustments in the value of the contract and payment, according to the rates applicable after invoicing.

a) The total value of the proposal is R\$ (*in figures and in words*) _____

b) This proposal is valid for **180 (one hundred and eighty) days**, counting from the date of its submission. *(Proposals with a term shorter than that established in TR will not be accepted)*

c) Delivery time: _____

d) Payment method: _____

e) Warranty: _____

f) We declare that the prices offered include expenses with materials, labor, social, labor, tax, social security and commercial charges, freight, transportation, insurance, packaging, applicable taxes, exemptions (immunities), and any other expenses that are or may be incurred on the object of this contract and that the omission of any expense or cost necessary for the perfect execution of the object of this contract will be interpreted as not existing or already included in the prices, and no increases may be requested after the proposal has been submitted.

g) If the final approved price recorded in the Bidding Minutes considers any type of tax benefit in view of legal provision or specific situation of the bidding management body, which cannot be used by the participating bodies, or these have specific situations provided for by law that allow the supplier the right to a tax benefit not considered in the proposal, said final price may be adjusted, by mutual agreement between the supplier and participating bodies, in the amount of the tax benefit.

h) We declare full and unrestricted acceptance of the conditions of this Term of Reference, as well as that in our proposal the values presented include all costs to be borne by the contractor, which may burden the object of this bidding, described in the Term of Reference.

i) We declare that we are aware that the omission of any expense or cost necessary for the perfect execution of the object of this contract will be interpreted as non-existent or already included in the prices, and we cannot request any increases after the proposal has been submitted.

j) We declare that the proposal presented fully meets the specifications and conditions established in the Terms of Reference.

k) We declare that the deadlines will be those indicated or requested in the form of the Terms of Reference.

l) We declare that support infrastructure and technical assistance will be made available nationwide, as required in the Terms of Reference.

m) We declare that, in the execution of the contract, we will adopt the following practices: sustainability established in the Terms of Reference.

n) We declare that **ICMS rates other than 12%** may be subject to adjustments in payment, according to the rates shown on the Invoice.

Company data:

Company Name: _____

CNPJ (MF) no.: _____

State Registration No.: _____

Address: _____

Telephone: _____

E-mail: _____

Legal representative(s) with powers to sign the contract:

Name: _____

CPF: _____

ID: _____

Telephone: _____

E-mail: _____

Place and date

Signature of Legal Representative

COMMERCIAL PROPOSAL TEMPLATE FOR IMPORTED EQUIPMENT _____

**EQUIPMENT TO BE PURCHASED ABROAD - DIRECT IMPORT
BY THE CONTRACTING AUTHORITY**

MANDATORY FOR FOREIGN BIDDERS

(preferably on company letterhead)

THE

NATIONAL SECRETARIAT OF PUBLIC SECURITY

MANAGEMENT BOARD OF DIRECTORS OF THE NATIONAL PUBLIC SECURITY FUND

Esplanade of Ministries, Block T, Headquarters Building, 2nd floor, Room 201 - Civic Administrative Zone Neighborhood

Brasilia/DF

ZIP Code 70064-900

PROCESS NO. 08020.002478/2025-12

Electronic Auction No. 90011/2025 - UASG 200331

(Name/Company name) registered with CNPJ No. _____ (applicable only to Brazilian or foreign companies authorized to operate in Brazil), through its legal representative, the holder of the Cédula de

Identity No. _____, and CPF no. _____,

presents a proposal for the acquisition of the object described in the table below, in accordance with all the specifications and conditions of the Terms of Reference:

Bid Currency: _____

Item:	
NCM1 :	
Full equipment description:	
Country of origin:	

Manufacturer:	
Mark:	
Model:	
Catalog code:	
(A) Total quantity (unit)	
(B) Customs value unitary (US\$ or EURO)	
(C) PTAX Exchange Sale (R\$) at the close of 3 (three) business days before the date of the opening of the contest (R\$) ²	
(D) Unit customs value converted (R\$) $^3 = B \times C$	
(E) PIS (R\$) ⁴ = D x 2.10%	
(F) CONFINS (R\$) ⁵ = D x 9.65%	
(G) IPI (R\$) ⁶ = D x IPI% IPI = 0%	R\$ 0.00
(H) ICMS (R\$) ⁷ = [(D + E + F + G) / (1- 12%)] x 12%	
(I) Unit cost of others expenses due from import 8 (US\$ or EURO / R\$)	
(J) Equalized unit value (R\$) ⁹ = D + E + F + G + H + I reference value for registration of	Bidders MUST consider the value WITH EQUALIZATION, both in the proposal registration, as in the phase of bids

proposal and bidding phase	
<p>(K) total Equalized value (R\$) = A x J</p> <p>value of reference for registration of proposal and bidding phase</p>	
<p>(L) Unit value contracted (US\$ or EURO / R\$)¹⁰ = D + I</p> <p>reference value in contract celebration</p>	<p>Amount to be awarded for the celebration of the contract</p>
<p>(M) Value total contracted (US\$ or EURO / R\$) = H x W</p> <p>reference value in celebration of the contract</p>	

1 NCM: 9013.80.00.

² The reference exchange rate, Dollar or Euro: PTAX Exchange Rate Sale (R\$) at the close of 3 (three) business days before the opening date of the event (<https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes>).

³ The Converted Unit Customs Value corresponds to the unit price of the product presented in foreign currency after conversion to foreign currency Brazilian

(the

Real). (Source: <http://www4.receita.fazenda.gov.br/simulador/glossario.html>)

^{4 and 5} PIS and Cofins are federal taxes for financing social security. The calculation basis for the equalization of both contributions will be the customs value of the imported goods.

⁶ The material to be purchased is EXEMPT from IPI, when used for use in the activities of the Fire Departments, throughout the national territory, in terms of [Law No. 8,058, of July 2, 1990](#).

⁷ For all items, for proposal preparation purposes, regardless of the place of delivery, the ICMS rate indicated above must be considered, thus ensuring equality between bidders.

⁸ In the Other Expenses field, the unit cost must be entered. related to services that do not make up the customs value, and must be compatible with market values, being necessary discriminate them individually, such as: opening a letter of credit, customs clearance, storage, foremanship, evacuation and tonnage, freight, insurance, including other relevant taxes and fees.

⁹ The equalized Unit Value, corresponding to the sum of all the unit costs identified for the product that burden the bidding body. Unit value of the proposal to be registered by bidders in the system compras.gov.br, serving as a reference in the bidding phase. Completed the bidding phase, the bidder provisionally ranked first must forward a proposal, where the equalized unit value (J) must reflect EXACTLY the final value offered in the system.

¹⁰ The reference Unit Value when concluding the contract. The administration public appears as an importer, and due to tax exemptions all tax values are reset to zero.

the) Value total from the proposal equalized is R\$
_____ (in numbers and in words)

b) Total value of the proposal, in Reais, for reference purposes in contract celebration: R\$ (in _____
number and in words)

c) Total value of the proposal, in the chosen foreign currency, for purposes of contract reference: (in numbers and in words) celebration of _____ US\$/EURO

d) This proposal is valid for **180 (one hundred and eighty) days**, counting from the date of its presentation. (Proposals with a deadline shorter than the established in TR)

e) Delivery time: _____

f) Payment method: _____

g) Warranty: _____

h) We declare that the prices shown above already include all operating costs, social security and labor charges, tax and commercial, including those arising from all acts necessary for customs clearance, including fees, fees and taxes related to: opening of letter of credit, license of import, customs clearance, vehicle unloading

carrier, customs storage, stevedoring, airport expenses, freight and others that may be necessary, costs with cargo handling, including, possibly, with third party services or labor, due in the country of origin or in Brazil, as the case may be, and other costs that may directly or indirectly affect the object of the bid, including indicating the appropriate classification in the Common Nomenclature of Mercosur/Common External Tariff (NCM)/TEC, with the respective highlight and that the omission of any expense or cost necessary for the perfect execution of the object of this contract will be interpreted as non-existent or already included in the prices, and no increases may be requested after the submission of the proposal.

i) If the final approved price recorded in the Bidding Minutes considers any type of tax benefit in view of legal provision or specific situation of the bidding management body, which cannot be used by the participating bodies, or these have specific situations provided for by law that allow the supplier the right to a tax benefit not considered in the proposal, said final price may be adjusted, by mutual agreement between the supplier and participating bodies, in the amount of the tax benefit.

j) We declare full and unrestricted acceptance of the conditions of this Term of Reference, as well as that in our proposal the values presented include all costs to be borne by the contractor, which may burden the object of this bidding, described in the Term of Reference.

k) We declare that we are aware that the omission of any expense or cost necessary for the perfect execution of the object of this contract will be interpreted as non-existent or already included in the prices, and we cannot request any increases after the proposal has been submitted.

l) We declare that the proposal presented fully meets the specifications and conditions established in the Terms of Reference.

m) We declare that the deadlines will be those indicated or requested in the form of the Terms of Reference.

n) We declare that support infrastructure and technical assistance will be made available nationwide, as required in the Terms of Reference.

o) We declare that, in the execution of the contract, we will adopt the sustainability practices established in the Terms of Reference.

Company data:

Company Name: _____

CNPJ (MF) no.: _____

State Registration No.: _____

Address: _____

Telephone: _____

E-mail: _____

Legal representative(s) with powers to sign the contract:

Name: _____

CPF: _____

ID: _____

Telephone: _____

E-mail: _____

Place and date

Signature of Legal Representative



Document electronically signed by **MARCIO RIOS BEZERRA, Agent of hiring**, on 05/15/2025, at 4:32 pm, based on § 3 of art. 4th of Decree No. 10,543, of November 13, 2020.



The authenticity of the document can be checked on the website <http://sei.autentica.mj.gov.br> informing the verification code **30828329** and the CRC code **85A8DCD4**

The document can be followed on the website <http://sei.consulta.mj.gov.br/> and has the validity of proof of protocol registration with the Ministry of Justice and Public Safety.