



FEDERAL PUBLIC SERVICE MJSP  
FEDERAL POLICE  
PLANNING AND CONTROL DIVISION - DPC/CGPLAM/DLOG/PF

TERMS OF REFERENCE Process nº 08200.028010/2023-60

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1. GENERAL CONTRACT CONDITIONS

1.1. Acquisition of ballistic vests for overt and covert use and adhesive patches to meet the needs of Federal Police officers, in accordance with the table below and the conditions and requirements set out herein.

MANAGING BODY AND PARTICIPANTS							
GROUP	ITEM	SPECIFICATION	CATMAT	UNIT OF MEASUREMENT	TOTAL QUANTITY	TOTAL UNIT VALUE	TOTAL ESTIMATED VALUE
-	1	Ballistic vests for both overt and covert use	398266	Unit	17481	R\$ 4.077,51	R\$ 71.278.952,31
<u>G1</u>	2	<i>Dorsal patches, Velcro system, rubberized:</i> "POLÍCIA FEDERAL.	430340	Unit	17971	R\$ 103,11	R\$ 1.852.989,81

G2	3	<i>Dorsal patches, velcro system, embroidered: writing "POLÍCIA FEDERAL</i>	430340	Unit	17931	R\$ 122,93	R\$ 2.204.257,83
<b><u>G1</u></b>	4	<i>Front patch, with Velcro system, rubberized with the Organ's coat of arms.</i>	430340	Unit	16971	R\$ 103,11	R\$ 1.749.879,81
G2	5	<i>Embroidered Velcro patches on the front with the Organ's coat of arms.</i>	430340	Unit	16931	R\$ 122,93	R\$ 2.081.327,83
<b>TOTAL</b>							<b>R\$ 79.167.407,59</b>

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

MANAGING BODY							
GROUP	ITEM	SPECIFICATION	CATMAT	UNIT OF MEASUREMENT	QUANTITY	UNIT VALUE	TOTAL VALUE
-	1	Ballistic vests for both overt and covert use	398266	Unit	15000	R\$ 4.077,51	R\$ 61.162.650,00

<u>G1</u>	2	<b><i>Dorsal patches, Velcro system, rubberized: "POLÍCIA FEDERAL.</i></b>	430340	Unit	15000	R\$ 103,11	R\$ 1.546.650,00
G2	3	<b><i>Dorsal patches, velcro system, embroidered: writing "POLÍCIA FEDERAL</i></b>	430340	Unit	15000	R\$ 122,93	R\$ 1.843.950,00
<u>G1</u>	4	<b><i>Front patch, with Velcro system, rubberized with the Organ's coat of arms.</i></b>	430340	Unit	15000	R\$ 103,11	R\$ 1.546.650,00
G3	5	<b><i>Embroidered Velcro patches on the front with the Organ's coat of arms.</i></b>	430340	Unit	15000	R\$ 122,93	R\$ 1.843.950,00
<b>TOTAL</b>							<b>R\$ 67.943.850,00</b>

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

<b>PARTICIPANT:</b>							
<b>UASG: 80021 - TRIBUNAL REGIONAL DO TRABALHO DA 21A. REGION</b>							
<b>GROUP</b>	<b>ITEM</b>	<b>SPECIFICATION</b>	<b>CATMAT</b>	<b>UNIT OF MEASUREMENT</b>	<b>QUANTITY</b>	<b>UNIT VALUE</b>	<b>TOTAL VALUE</b>

-	1	Ballistic vests for both overt and covert use	398266	Unit	40	R\$ 4.077,51	R\$ 163.100,40
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<b>G1</b>	2	<i>Dorsal patches, Velcro system, rubberized: "POLÍCIA FEDERAL.</i>	430340	Unit	40	R\$ 103,11	R\$ 4.124,40
	4	<i>Front patch, with Velcro system, rubberized with the Organ's coat of arms.</i>	430340	Unit	40	R\$ 103,11	R\$ 4.124,40
	<b>TOTAL</b>						<b>R\$ 171.349,20</b>

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

<b>PARTICIPANT: UASG: 928093</b>							
<b>- STATE FUND FOR PUBLIC SECURITY</b>							
<b>GROUP</b>	<b>ITEM</b>	<b>SPECIFICATION</b>	<b>CATMAT</b>	<b>UNIT OF MEASUREMENT</b>	<b>QUANTITY</b>	<b>UNIT VALUE</b>	<b>TOTAL VALUE</b>
-	1	Ballistic vests for both overt and covert use	398266	Unit	500	R\$ 4.077,51	R\$ 2.038.755,00
		<i>Front patch, with Velcro system,</i>					

<b><u>G1</u></b>	4	<i>rubberized</i> with the Organ's coat of arms.	430340	Unit	500	R\$ 103,11	R\$ 51.555,00
G2	5	<i>Embroidered Velcro patches on the front</i> with the Organ's coat of arms.	430340	Unit	500	R\$ 122,93	R\$ 61.465,00
<b>TOTAL</b>							<b>R\$ 2.151.775,00</b>

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

GROUP	ITEM	SPECIFICATION	CATMAT	UNIT OF MEASUREMENT	TOTAL QUANTITY	UNIT VALUE	TOTAL VALUE
-	1	Ballistic vests for both overt and covert use	398266	Unit	400	R\$ 4.077,51	R\$ 1.631.004,00
<b><u>G1</u></b>	2	<i>Dorsal patches, Velcro system, rubberized:</i> "POLÍCIA FEDERAL.	430340	Unit	1400	R\$ 103,11	R\$ 144.354,00
G2	3	<i>Dorsal patches, velcro system, embroidered:</i> writing "POLÍCIA FEDERAL	430340	Unit	1400	R\$ 122,93	R\$ 172.102,00
<b><u>G1</u></b>	4	<i>Front patch, with Velcro system, rubberized</i> with the	430340	Unit	1400	R\$ 103,11	R\$ 144.354,00

		Organ's coat of arms.					
G2	5	<i>Embroidered Velcro patches on the front</i> with the Organ's coat of arms.	430340	Unit	1400	R\$ 122,93	R\$ 172.102,00
TOTAL							R\$ 2.263.916,00

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

PARTICIPANT							
UASG: 80019 - TRIBUNAL REGIONAL DO TRABALHO DA 17A. REGION							
GROUP	ITEM	SPECIFICATION	CATMAT	UNIT OF MEASUREMENT	TOTAL QUANTITY	UNIT VALUE	TOTAL VALUE
-	1	Ballistic vests for both overt and covert use	398266	Unit	41	R\$ 4.077,51	R\$ 167.177,91

<u>G1</u>	2	<i>Dorsal patches, Velcro system, rubberized:</i> "POLÍCIA FEDERAL.	430340	Unit	31	R\$ 103,11	R\$ 3.196,41
G2	3	<i>Dorsal patches, velcro system, embroidered:</i>	430340	Unit	31	R\$ 122,93	R\$ 3.810,83

		writing "POLÍCIA FEDERAL					
<b><u>G1</u></b>	4	<b><i>Front patch, with Velcro system, rubberized</i></b> with the Organ's coat of arms.	430340	Unit	31	R\$ 103,11	R\$ 3.196,41
G2	5	<b><i>Embroidered Velcro patches on the front</i></b> with the Organ's coat of arms.	430340	Unit	31	R\$ 122,93	R\$ 3.810,83
<b>TOTAL</b>							<b>R\$ 181.192,39</b>

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

PARTICIPANT							
UASG: 400045 - COORDENAÇÃO GERAL DE REC. LOGISTICS - MTPS							
GROUP	ITEM	SPECIFICATION	CATMAT	UNIT OF MEASUREMENT	TOTAL QUANTITY	UNIT VALUE	TOTAL VALUE
-	1	Ballistic vests for both overt and covert use	398266	Unit	1500	R\$ 4.077,51	R\$ 6.116.265,00
<b><u>G1</u></b>	2	<b><i>Dorsal patches, Velcro system, rubberized: writing "POLÍCIA FEDERAL.</i></b>	430340	Unit	1500	R\$ 103,11	R\$ 154.665,00

G2	3	<b><i>Dorsal patches,</i></b> velcro system, <b>embroidered:</b> writing "POLÍCIA FEDERAL	430340	Unit	1500	R\$ 122,93	R\$ 184.395,00
<b>TOTAL</b>							<b>R\$ 6.455.325,00</b>

After the bidding phase, if the best-ranked bid comes from a foreign bidder, there will be a tax equalization procedure for its bid in order to compare it with the best-ranked domestic bid, if any. In this case, the foreign bid will be multiplied by the correction factors detailed in Annex IV - Model of Bids, as established in a specific item of the public notice, using as a reference the import from the United States - US according to the specific NCM's (Mercosur Common Nomenclature) for each item, whose aliquots can be consulted on the [SISCOMEX](#) website.

1.2. The object of this contract does not qualify as a luxury good, according to Decree No. 10,818 of September 27, 2021.

1.3. The goods that are the object of this contract are characterized as common, as justified in the Preliminary Technical Study.

1.4. 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 April 1, 2021](#).

1.5. The term of validity of the price registration minutes will be one (1) year and may be extended for the same period and in the same quantities, provided that the advantageous price is proven.

1.6. The contract provides greater detail on the rules that will apply to the duration of the contract.

1.7. foreign bidders must include in the price of the object the value of international transport insurance, international freight, customs clearance and other applicable costs, taxes and tariffs, considering the international terms of trade - incoterms 2010 - dpu - delivered at place unloaded - as well as providing for the cost of storage, capatazia, transportation/freight to the place of delivery in the city of Brasília-DF, Brazil, as well as the "tax equalization" based on § 4, art. 52 of Law No. 14.133, of April 1, 2021, contained in the Annex Model of Proposals in order to preserve competition and isonomy in the bidding, to be defined in the public notice.

1.8. The NCM (Mercosur Common Nomenclature) is a system for classifying goods that is fundamental to international trade, including tenders. It assigns a unique numerical code to each product, standardizing identification throughout the Mercosur bloc. By using the NCM code in the tender notice, the public body ensures that all bidders understand exactly which product or service is being purchased. This avoids differences of interpretation and allows for a fairer comparison between bids. The NCM code defines the tax rate levied on the goods, such as import tax. This information is crucial for calculating the final price of the product and for comparing bids. The NCM is used to check that the goods delivered correspond to those described in the tender. This avoids the delivery of non-compliant products and ensures that the public body buys exactly what it needs. The NCM code is used by the Federal Revenue Service for customs control of imported goods. By using the correct NCM, the importer speeds up the customs clearance process and avoids problems with inspection. The NCM is based on the Harmonized System (HS), an international system for classifying goods. By using the NCM, Brazil aligns itself with international practices and facilitates trade with other countries. The application of the NCM (Mercosur Common Nomenclature) is a legal requirement in Brazil and the other Mercosur countries. It is an indispensable tool for ensuring transparency in the taxation of goods.

1.9. In order to be exempt from taxes, in accordance with legal provisions (Federal Law No. 8.010/90 and Federal Law No. 8.032/90), the process of importing the goods that are the subject of this tender will be carried out by the contracted company, on behalf of the Federal Police, by means of a forwarding agent paid for by the contracted company and approved by the contractor;



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

1.11. It will be the exclusive and total responsibility of the Bidder to obtain information from the competent bodies, either abroad or in Brazil, on the incidence or not of taxes, duties and fees of any nature due for the supply of the object of this bid, in the domestic and/or foreign markets, considering the respective liens in their proposals, and no claim of ignorance of tax incidence or other correlates will be admitted.

1.12. The CONTRACTED PARTY is responsible for obtaining the import license, paying for insurance, transportation, depositing the equipment, clearance costs and all customs formalities costs payable on importation. The CONTRACTING PARTY will provide all the documentation it is responsible for, which is necessary for the CONTRACTED PARTY to carry out the customs formalities, with the aim of obtaining tax exemption, in accordance with legal provisions (Federal Law No. 8.032/90).

1.13. In the event of any disagreement between the technical specifications of the object described on the COMPRASNET/CATMAT website and the specifications contained in ANNEX I of these Terms of Reference, the latter shall prevail.

1.14. **Foreign bidders** must include in the price of the object the value of international transport insurance, international freight, customs clearance and other applicable costs, taxes and tariffs, considering the International Trade Terms - INCOTERMS 2010 - **DPU - Delivered At Place Unloaded** - as well as the cost of storage, capatazia, transportation/freight to the place of delivery in the city of Brasília-DF, Brazil. as well as the "tax equalization" based on § 4, art. 52 of [Law No. 14.133, of April 1, 2021](#), contained in Annex IV - Price Equalization (36637800) in order to preserve competition and isonomy in the bidding, to be defined in the public notice.

1.15. The tender will be divided into an item and a group, the latter consisting of two or more items, according to the table in the Terms of Reference.

1.16. The award criterion will be the **lowest price per item and the lowest overall price for the group**, since there would be a risk of loss of standardization. There would also be a risk of loss of economy of scale, due to the reduced quantity in relation to the total quantity.

1.17. Justification for grouping items G1 (2 and 4); and G2 (3 and 5):

1.18. The grouping of items G1 (2 and 4); and G2 (3 and 5), is due to the principle of standardization, one of the foundations of public administration that aims to ensure uniformity, efficiency and economy in government contracting. The principle of standardization establishes that the goods and services acquired by the public administration must follow technical specifications and previously defined quality standards, ensuring that they conform to the needs of the contracting body and that they meet criteria of efficiency and durability. The aim of standardization is to avoid harmful or incompatible purchases. Standardization ensures that goods are protected for their intended purpose, avoiding technical or functional differences. This will prevent items with different specifications from being purchased, ensuring uniformity and standardization in equipment throughout the territory where the PF is assigned.

1.19. **Items 2; 3; 4 and 5, which are rubberized patches and stitched patches, will be divided into two groups:**

1.20. **Group 1 - G1 Rubberized patches: items 2 and 4;**

1.21. **Group 2 - G2 Sewn patches: items 3 and 5.**

MANAGING BODY AND PARTICIPANTS		
<u>GROUP</u>	<u>ITEM</u>	<u>SPECIFICATION</u>
	2	<b><i>Dorsal patches, Velcro system, rubberized:</i></b> writing "POLÍCIA FEDERAL.

<u>G1</u> - RUBBERIZED PATCHES	4	<i>Front patch, with Velcro system, rubberized</i> with the Organ's coat of arms.
<u>G2</u> - SEWN PATCHES	3	<i>Dorsal patches, velcro system, embroidered:</i> writing "POLÍCIA FEDERAL
	5	<i>Embroidered Velcro patches on the front</i> with the Organ's coat of arms.

- 1.22. The respective sizes presented serve as a reference, taking as a parameter the geometry of the ballistic panels of the vests presented in the Technical Specifications o f this Term of Reference, and the measurements of each policeman will be forwarded by the contractor, according to the database of policemen's measurements, to the winning company when the Supply Order is issued.
- 1.23. The bidding method for the acquisition of goods will be the Electronic Auction with broad participation by National Companies and International Companies. The system adopted will be the Price Register based on items II and III of art. 3 of [\*Decree no. 11.462, of March 31, 2023.\*](#)
- 1.24. The contract provides greater detail on the rules that will apply to the duration of the contract.

2. **JUSTIFICATION AND DESCRIPTION OF THE NEED FOR THE CONTRACT**

- 2.1. The rationale for the contract and its quantities can be found in detail in the specific topic of the Preliminary Technical Studies, an appendix to these Terms of Reference.
- 2.2. The object of the contract is provided for in the 2025 Annual Contracting Plan, as detailed below:

- I - PCA ID in the PNCP: [00394494000136-0-000025/2025]
- II- Date of publication in the PNCP: [16/05/2024]
- III- PCA item id: [79]
- IV- Class/Group: [4240-equipment for safety and equipment]
- V- Future Contract Identifier: [20334-211/2025]

3. **DESCRIPTION OF THE SOLUTION AS A WHOLE CONSIDERING THE OBJECT'S LIFE CYCLE AND PRODUCT SPECIFICATION**

The description of the solution as a whole is detailed in Annex I - Technical Specification of the Object of this Term of Reference

4. **HIRING REQUIREMENTS**

**Sustainability:**

- 4.1. In addition to any sustainability criteria included in the description of the object, the following requirements must be met, which are based on the National Guide to Sustainable Contracting:
- 4.1.1. The Contractor must comply, where applicable, with the following environmental sustainability criteria, under the terms of Normative Instruction No. 1 of January 19, 2010:

- 4.1.2. That the goods are made up, in whole or in part, of recycled, non-toxic, biodegradable material, in accordance with ABNT NBR - 15448-1 and 15448-2;
- 4.1.3. That the environmental requirements for obtaining certification from the National Institute of Metrology, Standardization and Industrial Quality (INMETRO) as sustainable products or products with a lower environmental impact in relation to their similar products are observed;
- 4.1.4. That the goods should preferably be packed in suitable individual packaging, with the smallest possible volume, using recyclable materials, in order to guarantee maximum protection during transportation and storage; and
- 4.1.5. That the goods do not contain hazardous substances in concentrations above those recommended in the RoHS (**Restriction of Certain Hazardous Substances**) directive, such as mercury (Hg), lead (Pb), hexavalent chromium (Cr(VI)), cadmium (Cd), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs).
- 4.1.6. Sustainability criteria are those provided for in the specifications of the object and/or obligations of the contractor and/or in the public notice as a requirement provided for by special law, and in compliance with the National Guide to Sustainable Bidding, prepared by the National Sustainability Chamber - CNS/DECOR/CGU/AGU, 4th edition, August/2021).
- 4.1.7. The following forms of destination or final disposal of solid waste or tailings are prohibited:
- 4.1.8. Discharge onto beaches, into the sea or into any water bodies;
- 4.1.9. Open-air dumping, with the exception of mining waste;
- 4.1.10. Burning in the open or in containers, installations and equipment not licensed for this purpose;
- 4.1.11. Other forms prohibited by public authorities.
- 4.1.12. The technical area certifies that it followed the guidelines of the National Sustainable Bidding Guide, 7th edition, October/2024.

#### Sample requirement

- 4.2. Once the bid has been accepted, the provisionally first-placed bidder must submit a sample, the date, place and time of which will be announced in a message on the system, which will be open to all interested parties, including other interested suppliers.
- 4.3. The Auctioneer will require the bidder ranked first to present a sample and submit it to the Sample Evaluation Committee, under penalty of the bid not being accepted, at the location to be indicated and within 30 (thirty) working days of the request.
- 4.4. The samples must be duly identified with the tender number and the bidder's name, contain the respective brochures, technical documentation and manuals, if applicable, and have information on their characteristics on the packaging, such as date of manufacture, expiry date, brand, reference number, product code and model.
- 4.5. The samples must be individually packaged and sealed in such a way that they can be visually checked upon receipt by the committee, without the need to break the wrapping from the company.
- 4.6. The samples must be individually packaged and sealed in such a way that they can be visually checked upon receipt by the committee, without the need to break the wrapping from the company.
- 4.7. The samples will only be opened at the time of the tests, which will be open to all interested parties;
- 4.8. The bidder from whom samples are requested must provide a representative to accompany the Sample Evaluation Committee throughout the analysis.
- 4.9. All tender items will be subject to sample analysis.
- 4.10. The company provisionally ranked first must submit four (04) samples of vests in different sizes and a document specifying the measurements of the users for whom they are intended, compatible with the following sizes:

- 01 (one) PP size sample;
- 01 (one) sample size P;
- 01 (one) sample size M and
- 01 (one) sample size G.

- 4.11. The samples selected for testing and separated will be packaged, sealed, initialed by the company representative and collected by the Technical Planning Team.
- 4.12. The Administration is not obliged to replace materials damaged as a result of test analyses; samples will be treated as experiments/prototypes.
- 4.13. The samples must be delivered, unobstructed, at the bidder's expense, to the address SCN Q. 4, 5º Andar, Bloco C, sector: Planning and Control Division, Ed. Multibrasil Corporate - Edifício-Sede da Polícia Federal,  
- Bairro Asa Norte Brasília/DF CEP 70297-400, Telephone: (61) 2024-8510 E-mail: [dpc.cgplam.dlog@pf.gov.br](mailto:dpc.cgplam.dlog@pf.gov.br), within 30 (thirty) working days, and the company assumes full responsibility for delivery and any delay in delivery.
- 4.14. The deadline may be extended if the interested party makes a reasoned request in the chat before the deadline expires.
- 4.15. In the event of non-delivery of the sample or delay in delivery, without accepted justification, or in the event of delivery of a sample that does not meet the specifications, the tender will be rejected.
- 4.16. **In the case of ballistic vests**, the following aspects and minimum standards of acceptability will be assessed, consisting of 02 (two) tests, described in Annex II - Usability Test and Annex III - Evaluator's Sheet.

Fit of the vest to the body: check the fit of the vest to the federal police officer's body when standing or sitting - Type A test;  
Functionality Tests: to verify the federal police officer's ability to perform tasks typical of covert police activities without restriction of joint range when wearing the ballistic vest - Type B Test.

- 4.17. The weight and thickness of the vest samples will be measured by the contract planning team with the support of the National Institute of Criminalistics (INC/DITEC/PF).
- 4.18. The Usability Tests will be conducted by a team of teachers from the National Police Academy - ANP/DGP/PF, in accordance with Annex II - Usability Test.
- 4.19. The other bidders will be able to follow the tests on the samples described above, unless force majeure prevents it, or for health safety reasons duly published by the Public Administration.
- 4.20. The samples must have information on their characteristics on the packaging, such as date of manufacture, model, size, expiry date, brand, reference number, product code; level of protection, standard of conformity, batch and instructions for use, handling and conservation. Before testing, the body dimensions indicated for each size supplied will be observed.
- 4.21. The results of the evaluations will be announced via a message in the system.
- 4.22. If the sample(s) submitted by the first-placed bidder is not accepted, the acceptability of the bid or proposal offered by the second-placed bidder will be analyzed. This will be followed by verification of the sample(s) and so on, successively, until verification of one that meets the specifications contained in these Terms of Reference.
- 4.23. The specimens made available to the Administration will be treated as prototypes and may be handled, cut, bleached and dismantled by the technical team responsible for the analysis.
- 4.24. Samples supplied by the successful bidder will not be returned. They will be retained by PF for comparison purposes with the object upon provisional receipt.
- 4.25. Both for the analysis of the technical documents, for checking the weight and thickness of the samples, and for the type A and B tests on the samples of the veiled ballistic vests, an Opinion will be issued by the procurement planning team, resulting in: (1) Approval, (2) Rejection.

- 4.26. Bidders who fail any of the tests or who do not submit samples in each of the sizes listed will not be accepted.
- 4.27. If all the previous stages are passed (analysis of technical documents, weight and thickness measurement, and Type "A" and "B" tests), the procurement planning team will issue a Final Report to the Auctioneer.
- 4.28. **In the case of PATCHS**, the first-placed company must submit a sample of each PATCH tendered:
- 4.28.1. A sample of rubberized DORSAL PATCHS;
  - 4.28.2. A sample of embroidered DORSAL PATCHS;
  - 4.28.3. A sample of rubberized FRONT PATCHS; and
  - 4.28.4. A sample of embroidered FRONTAL PATCHS.
  - 4.28.5. It should be noted that the patch samples will be analyzed for conformity with the ballistic vest samples.
- 4.29. The samples will be analyzed by the Contracting Planning Team, in accordance with what is described in Annex I - Technical Specification of the Object, of this Term of Reference and their conformity with the samples of ballistic vests requested at this stage of the process. In the case of a foreign company, the samples must be delivered on site, free and clear, and the contractor will not be bound by any clearance procedure.
- 4.30. The patch samples must be delivered, unobstructed, at the bidder's expense, to the address SCN Q. 4, 5º Andar, Bloco C, sector: Planning and Control Division, Ed. Multibrasil Corporate - Edifício-Sede da Polícia Federal, - Bairro Asa Norte Brasília/DF CEP 70297-400, Telephone: (61) 2024-8510 E-mail: [dpc.cgplam.dlog@pf.gov.br](mailto:dpc.cgplam.dlog@pf.gov.br) , within 30 (thirty) working days of being called by the auctioneer, by message on the system, and the company assumes full responsibility for delivery and for any delay in delivery.
- 4.31. The deadline may be extended if the interested party makes a reasoned request in the chat before the deadline expires.
- 4.32. The Technical Team will issue an opinion with the analysis of the Patch samples sent by the Company resulting in: (1) Approval, (2) Rejection.
- 4.33. After the final result of the tender has been announced, the samples delivered BY COMPANIES NOT CONTRACTED must be collected by the suppliers within 30 (thirty) days, after which they may be discarded by the Administration, without the right to compensation.
- 4.34. Interested parties must provide the Administration with all the conditions necessary to carry out the tests and supply, free of charge, the printed manuals in Portuguese necessary for their perfect handling, where applicable.
- Subcontracting
- 4.35. Subcontracting is not permitted.

#### **Contract guarantee**

- 4.36. There will be no requirement for a contract guarantee under [articles 96 et seq. of Law 14.133 of 2021](#), for the reasons set out in the Preliminary Technical Study.
- 4.37. The contract provides greater detail on the rules that will apply in relation to the contract guarantee.

## **5. EXECUTION MODEL**

#### **Delivery conditions**

- 5.1. The delivery period for the goods is up to 120 (one hundred and twenty) days, counting from the issue of the Supply Order, and may be extended once, upon formal justification by the contractor and acceptance by the Public Administration.

- 5.2. The supply order can only be issued after the Contract has been signed, and in the case of a foreign company, the Letter of Credit has been issued.
- 5.3. If it is not possible to deliver on the scheduled date, the company must provide the reasons at least 30 (thirty) days in advance so that any request for an extension of the deadline can be analyzed, with the exception of unforeseeable circumstances and force majeure.
- 5.4. The goods must be delivered by the contractor in the city of Brasília-DF, at the address and times indicated in the supply order issued by the contractor, under its full responsibility. With regard to the participating bodies, the delivery locations will be those indicated in the supply order for those bodies.
- 5.5. For item 1 - Ballistic vests for both overt and covert use:
- 5.6. Present a Certificate of Conformity (PCE), which is valid for a period of time and is from an accrediting body authorized by the Army, meeting the requirements of Ordinance No. 189-EME of 18/08/2020, and the official list can be consulted on the website <http://www.dfpc.eb.mil.br/>;
- 5.7. Comply with [SENASP NT No. 003/2021](#) - Ballistic Protection Vests. (Ordinance n 281, of May 21, 2021) which "establishes the minimum requirements for ballistic protection vests for public security professionals, as well as the methods for carrying out tests, in order to guarantee the safety, quality, performance and reliability of the garments, specifying the threat levels and the respective calibers at which a ballistic protection vest must be able to prevent perforations or deformations for professional activity", or, if it does not have the PCE Certificate of Conformity for the standard above, present a Certificate of Approval for the vests, level III-A, with the *National Institute of Justice* - USA, standard NIJ 0101.06, for sizes C1 to C5, relating to the ballistic solution in question and/or current publication on the NIJ Specialized Site - "[https://www.justnet.org/compliant/ballistic\\_cpl.html](https://www.justnet.org/compliant/ballistic_cpl.html)", as a supplier selection criterion.
- 5.7.1. In the case of imports, where applicable, it will be necessary to obtain an International [Import - IIC and Import License - LI from the Brazilian Army, in full compliance with Ordinance No. 189- EME of 18/08/2020, or legislation that may replace it.](#)
- 5.7.1.1. The contractor must bear the cost of international transport insurance, international freight, customs clearance and other applicable costs, taxes and tariffs, taking into account the International Trade Terms - INCOTERMS 2010 - **DPU - Delivered At Place Unloaded** - as well as the cost of warehousing, capatazia, transportation/freight to the place of delivery in Brasília-DF.

#### **Warranty, maintenance and technical assistance**

- 5.8. The warranty period is that established in Law No. 8.078, of September 11, 1990 (Consumer Protection Code).

## **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 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 an impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended by the corresponding time, noting such circumstances by means of a simple apostille.
- 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 messaging is permitted for this purpose.
- 6.4. The body or entity may summon a representative of the company to adopt measures that must be complied with immediately.
- 6.5. After signing the contract or equivalent instrument, the body or entity may call the contractor's representative to an initial meeting to present the inspection plan, which will contain information about the contractual obligations, the inspection mechanisms, the strategies for executing the object, the contractor's complementary execution plan, if any, the method for measuring the results and the applicable sanctions, among others.

## Supervision

6.6. The execution of the contract must be monitored and supervised by the contract supervisor(s), or by their respective substitutes ([Law No. 14.133, of 2021, art. 117, caput](#)).

## Technical Inspection

6.7. The contract's technical inspector will monitor the execution of the contract, ensuring that all the conditions set out in the contract are met, in order to ensure the best results for the Administration. (Decree no. 11.246, of 2022, art. 22, VI);

6.7.1. The technical inspector of the contract will record in the contract management log all occurrences related to the execution of the contract, describing what is necessary to rectify the faults or defects observed. ([Law No. 14.133 of 2021, art. 117, §1º](#), and [Decree No. 11.246 of 2022, art. 22, II](#))

6.7.2. If any inaccuracies or irregularities are identified, the technical inspector of the contract will issue notices [to correct the execution of the contract, setting a deadline for correction.](#) ([Decree no. 11.246, of 2022 art. 22, III](#));

6.7.3. The technical inspector of the contract will inform the contract manager in good time of any situation that requires a decision or the adoption of measures that go beyond their competence, so that they can adopt the necessary and remedial measures, if applicable. ([Decree no. 11.246, of 2022, art. 22, IV](#)).

6.7.4. In the event of occurrences that may make it impossible to execute the contract on the scheduled dates, the [technical of the contract will immediately notify the contract manager.](#) ([Decree no. 11.246, of 2022 art. 22, inspector, V](#)).

6.7.5. The contract's technical inspector must notify the contract manager in good time of the end of the contract for [which he is responsible, with a view to timely renewal or extension of the contract](#) ([Decree No. 11.246 of 2022, art. 22, VII](#)).

## Administrative supervision

6.8. The contract's administrative inspector will check that the contractor's qualification conditions are maintained, monitor the commitment, payment, guarantees, disallowances and the formalization of amendments and supplementary terms, [requesting any relevant supporting documents, if necessary](#) ([Art. 23, I and II, of Decree No. 11.246, of 2022](#)).

6.8.1. In the event of non-compliance with contractual obligations, the administrative contract supervisor will act in a timely manner to solve the problem, reporting to the contract manager so that he can take the appropriate measures, when this is beyond his competence; ([Decree no. 11.246, of 2022, art. 23, IV](#)).

## Contract Manager

6.9. The contract manager will coordinate the updating of the contract monitoring and inspection process containing all the formal records of the execution in the contract management history, such as the service order, the occurrence record, the contract amendments and extensions, drawing up a report with a view to [verifying the need for adjustments to the contract in order to meet the administration's objectives.](#) ([Decree no. 11.246, of 2022, art. 21, IV](#)).

6.10. 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 taken, informing the higher authority, if necessary, of those that exceed their competence. ([Decree no. 11.246, of 2022, art. 21, II](#)).

6.11. The contract manager will monitor the maintenance of the contractor's qualification conditions, for the purposes of commitment of expenditure and payment, and will note any problems that hinder the normal flow of settlement and payment of expenditure in the report of possible risks. ([Decree no. 11.246, of 2022, art. 21, III](#)).

6.12. The contract manager will issue a document confirming the assessment made by the technical, administrative and sector inspectors as to the fulfillment of the obligations assumed by the contractor, mentioning its performance in the contractual execution, based on objectively defined and measured indicators, and any [penalties applied, which must be included in the record of attestation of fulfillment of obligations.](#) ([Decree no. 11.246, of 2022, art. 21, VIII](#)).



6.13. The contract manager will take steps to formalize the administrative process of accountability for the purpose of applying sanctions, to be conducted by the commission 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 \(Decree no. 11.246, of 2022, art. 21, X\).](#)

6.14. The contract manager shall draw up 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](#)).

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

## 7. MEASUREMENT AND PAYMENT CRITERIA

### Receipt of the object

7.1. The goods will be provisionally received as follows:

7.2. Within 120 days of the Goods Supply Order being issued, delivery will be to the address on the order, using the DPU INCOTERM, and all import costs: insurance, freight, transportation, storage, etc. from the goods to their destination will be borne by the contractor. Storage costs are included for a maximum period (up to 5 working days) before customs clearance using the PF's RADAR.

7.3. The Federal Police will be in charge of escorting the transport, provided that the minimum operational conditions are met, such as the state of repair of the Contractor's vehicle for the transfer, scheduled time, etc. for the journey. The Tactical Operations Command (COT/PF) will decide on these conditions;

7.4. All documentation must be issued in the name of the Ministry of Justice - Federal Police Department - CNPJ: 00.394.494/0014-50, at the following address: SCN Q. 4, 5º Andar, Bloco C, Ed. Multibrasil Corporate - Edifício-Sede da Polícia Federal, - Bairro Asa Norte Brasília/DF CEP 70297-400, Telephone: (61) 2024-8510 E-mail: [dpc.cgplam.dlog@pf.gov.br](mailto:dpc.cgplam.dlog@pf.gov.br).

7.5. All the documents required for customs clearance of the products with the responsible agencies must be delivered free of charge to the Contractor at the address mentioned in this item, in compliance with current legislation.

7.6. The goods will be provisionally received at the company's factory, in summary form, within a period of up to 10 (ten) working days, after the **tests set out in Annex V - Test Protocol (40631237) have been carried out**, by a committee of employees of this EPC, Supervision and Instructors, to be defined in a separate process, and, if approved, a Provisional Receipt Term and Authorization for Shipment will be drawn up, for the purpose of verifying its conformity with the specifications contained in these Terms of Reference and in the proposal.

7.7. The goods may be rejected, in whole or in part, including before provisional receipt, when they do not comply with the specifications in the Terms of Reference and in the proposal, and must be replaced within 60 (sixty) working days of notification to the contractor, at its expense, without prejudice to the application of penalties.

7.8. The Provisional Receipt tests will take place during business hours, at the Contractor's factory, as informed in a chat message, and all travel, lodging and food expenses for the servers indicated must be covered.

will take place at the expense of the Federal Police, for as long as Provisional Receipt lasts.

7.8.1. The costs of the tests will be borne by the Contractor.

7.8.2. The Contractor must inform the estimated date for completion of production at least 30 (thirty) days in advance, for the purposes of organization/planning by the Receiving Committee.

7.9. At the time of provisional acceptance, the company must present the following valid and current documents for item 1:

a) Present a Certificate of Conformity (PCE), which is valid for a period of time and is from an accrediting body authorized by the Army, meeting the requirements of Ordinance No. 189-EME of 18/08/2020, and the official list can be consulted on the website <http://www.dfpc.eb.mil.br/>,



- b) Comply with [SENASP NT No. 003/2021](#) - Ballistic Protection Vests. (Ordinance No. 281, of May 21, 2021) which "establishes the minimum requirements for ballistic protection vests for public security professionals, as well as the methods for carrying out the tests, in order to guarantee the safety, quality, performance and reliability of the garments, specifying the threat levels and the respective calibers at which a ballistic protection vest must be able to prevent perforations or deformations for professional activity", or, if it does not have the PCE Certificate of Conformity for the standard above, present the Certificate of Homologation of the vests, level III-A, from the *National Institute of Justice* - U. S. A., in the case of the vests.USA, NIJ 0101.06, for sizes C1 to C5, for the ballistic solution in question and/or current publication on the NIJ Specialized Website - "[https://www.justnet.org/compliant/ballistic\\_cpl.html](https://www.justnet.org/compliant/ballistic_cpl.html)", as a supplier selection criterion.
- c) In the case of imports, it will be necessary for the CONTRACTED PARTY to obtain licenses from the Brazilian Army in relation to customs clearance, in full compliance with Ordinance No. 189- EME of 18/08/2020, or legislation that may replace it.
- d) In the case of imports, where applicable, it will be necessary to obtain an International Import Certificate - IIC and Direct Import License - LDI or from the Brazilian Army, in full compliance with Ordinance No. 189-EME of 18/08/2020, or legislation that may replace it.

10. The goods will be definitively received as follows:

- 7.11. Final receipt will take place within 10 (ten) working days of provisional receipt by the Administration, after verification of the quality and quantity of the material and consequent acceptance by means of a detailed term.
- 7.12. [For contracts resulting from expenses whose amounts 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 5 \(five\) working days.](#)
- 7.13. The deadline for final acceptance may exceptionally be extended, with justification, for an equal period, when there is a need for due diligence to check that the contractual requirements have been met.
- 7.14. [At the time of final acceptance, the company must present the following valid and current documents for item 1:](#)
- a) Present a Certificate of Conformity (PCE), which is valid for a period of time and is from an accrediting body authorized by the Army, meeting the requirements of Ordinance No. 189-EME of 18/08/2020, and the official list can be consulted on the website <http://www.dfpc.eb.mil.br/>,
  - b) Comply with [SENASP NT No. 003/2021](#) - Ballistic Protection Vests. (Ordinance No. 281, of May 21, 2021) which "establishes the minimum requirements for ballistic protection vests for public security professionals, as well as the methods for carrying out the tests, in order to guarantee the safety, quality, performance and reliability of the garments, specifying the threat levels and the respective calibers at which a ballistic protection vest must be able to prevent perforations or deformations for professional activity", or, if it does not have the PCE Certificate of Conformity for the standard above, present the Certificate of Homologation of the vests, level III-A, with the *National Institute of Justice* - U. S. A., in the case of the vests.USA, NIJ 0101.06, for sizes C1 to C5, for the ballistic solution in question and/or current publication on the NIJ Specialized Website - "[https://www.justnet.org/compliant/ballistic\\_cpl.html](https://www.justnet.org/compliant/ballistic_cpl.html)", as a supplier selection criterion.
- 7.14.1. In the event that the verification referred to in the previous sub-item is not carried out within the set time limit, it shall be deemed to have been carried out and final acceptance shall be deemed to have taken place on the day the time limit expires.
- 7.15. In the event of a dispute over the execution of the object, in terms of size, quality and quantity, the content of [art. 143 of Law No. 14,133 of 2021](#) must be observed, and the company must be notified to issue an invoice for the uncontroversial portion of the execution of the object, for the purposes of settlement and payment.
- 7.16. The deadline for the contractor to resolve inconsistencies in the execution of the object or to rectify the invoice or equivalent billing instrument, verified by the Administration during the analysis prior to the settlement of expenditure, will not be counted for the purposes of final receipt.
- 7.17. The Federal Police will be responsible for escorting the transport, provided that the minimum operational conditions are met, such as the state of repair of the Contractor's vehicle for the transfer, scheduled time, etc. for the route: Airport to the place indicated in the order for the supply of goods, in Brasilia/DF. The

Tactical Operations - COT/PF will decide on these conditions;

7.18. All documentation must be issued in the name of the Ministry of Justice - Federal Police Department - CNPJ: 00.394.494/0014-50, at the following address: SCN Q. 4, 5º Andar, Bloco C, setor: Divisão de Planejamento e Controle, Ed. Multibrasil Corporate - Edifício-Sede da Polícia Federal, - Bairro Asa Norte Brasília/DF CEP 70297-400, Telephone: (61) 2024-8510 E-mail: [dpc.cgplam.dlog@pf.gov.br](mailto:dpc.cgplam.dlog@pf.gov.br).

7.19. All the documents required for customs clearance of the products with the responsible agencies must be delivered free of charge to the Contractor at the address mentioned in this item, in compliance with current legislation.

7.20. The goods may be rejected, in whole or in part, when they do not comply with the specifications set out in the Terms of Reference and in the proposal, and must be replaced within 60 (sixty) working days of notification to the contractor, at its expense, without prejudice to the application of penalties.

7.21. Provisional or final acceptance shall not exclude civil liability for the soundness and safety of the service or ethical and professional liability for the perfect execution of the contract.

## 22. Specific conditions for shipment by a foreign contractor:

7.22.1. Send the Contractor a copy of the shipping documents (e.g. AWB, *Commercial Invoice* and *Packing List*), with all the details, such as: description and quantity of the goods, date and time of arrival, Bill of Lading number (e.g. AWB), number of packages, gross and net weight, international freight value and DPU value (*Delivered At Place Unloaded*), three (3) working days before the shipment of the product.

7.22.2. The material/product that is the subject of this contract will be accompanied by the following documents on shipment and/or delivery:

7.22.2.1. *Proforma Invoice*;

7.22.2.2. Original *Commercial Invoice* signed in your own handwriting.

7.22.2.3. Original copy of the Bill of Lading;

7.22.2.4. *Packing List*.

7.22.2.5. The Bill of Lading, *Commercial Invoice* and *Packing List* must contain the contractor's information.

7.23. In view of the specific nature and the need for tests and adjustments, the deadlines required to carry out the activities are as follows:

7.23.1. In case of doubt, the Receiving Committee may carry out new laboratory tests to verify compliance with the specifications in Annex I - Technical Specification of the Object, as well as for comparative purposes with the samples that were used for the acceptance tests in the bidding phase, and may reject the products before final receipt. Samples of different sizes will be selected for the tests.

7.23.1.1. The samples selected for testing and separated will be packaged, sealed, initialed by the Employer's and Contractor's representatives and collected by the Receiving Committee. The samples will be taken into account when calculating the materials supplied for the purposes of final receipt and payment.

7.23.1.2. The Contractor is not obliged to replace the materials damaged as a result of the analysis, provided that it did not cause the verification and the samples do not fail;

7.23.2. The products must be new, considered to be of first use, duly packaged, separated by size, according to the order of supply, containing the brand, manufacturer, origin and expiry date and accompanied by the respective invoice.

## Liquidation

7.24. Once the Invoice or equivalent billing document has been received, a period of ten working days will elapse [for settlement, in accordance with this section, extendable for the same period, under the terms of art. 7, §2 of Instruction purposes SEGES/ME no. 77/2022.Normative](#)

7.24.1. The period referred to in the previous item will be halved, with the possibility of extension being maintained, in the case of contracts resulting from expenses whose amounts do not exceed the limit referred to [in item II of art. 75 of Law no. 14.133, of 2021](#).

7.25. For settlement purposes, the relevant department must check that the invoice or equivalent billing instrument presented expresses the necessary and essential elements of the document, such as:

- a) the expiration date;
- b) the date of issue;
- c) the details of the contract and the contracting body;
- d) the respective period of performance of the contract;
- e) the amount payable; and
- f) any applicable tax withholdings.

7.26. If there is an error in the presentation of the invoice or equivalent billing instrument, or a circumstance that prevents the expenditure from being settled, it will be held up until the contractor provides the remedial measures, and the period will restart once the situation has been rectified, at no cost to the contractor;

7.27. The invoice or equivalent billing instrument must be accompanied by proof of tax compliance, verified *through online* consultation of the SICAF or, if access to [the, through consultation of official websites or the documentation mentioned in art. 68 of Law](#) SICAF is impossible [No. 14.133 of 2021](#).

7.28. The Administration must consult the SICAF in order to: a) verify the maintenance of the qualification conditions required in the public notice; b) identify any possible reason that prevents participation in a bid, within the scope of the body or entity, that implies a prohibition on contracting with the Public Power, as well as indirect impeding occurrences.

7.29. If the contractor is found to be in an irregular situation with SICAF, it will be notified in writing so that, within five (5) working days, it can regularize its situation or, within the same period, present its defense. The deadline may be extended once, for the same period, at the contractor's discretion.

7.30. If there is no regularization or if the defense is considered unfounded, the contractor must notify the bodies responsible for overseeing tax compliance of the contractor's default, as well as the existence of payment to be made, so that the relevant and necessary means can be activated to guarantee receipt of its credits.

7.31. If the irregularity persists, the contractor must take the necessary measures to terminate the contract in the records of the corresponding administrative process, ensuring the contractor a full defense.

7.32. Once the object has been effectively executed, payments will be made as normal, until it is decided to terminate the contract, if the contractor does not regularize its situation with SICAF.

#### **Payment deadline**

7.33. Payment will be made within 10 (ten) working days of finalizing the settlement of expenses, as per the previous section, under the terms of [SEGES/ME Normative Instruction no. 77 of 2022](#).

7.34. In the event of delay by the Employer, the amounts owed to the contractor will be monetarily restated between the end of the payment period and the date of a c t u a l payment, using the IPCA (Broad National Consumer Price Index) index for monetary restatement.

#### **Payment method**

7.35. Payment will be made by bank order, to be credited to the bank, agency and current account indicated by the contractor.

7.35.1. In the case of a foreign company, payment will be made using the **"Remittance in Withdrawal"** method, at the Central Bank's PTAX closing exchange rate (taking into account the average of purchase and sale quotations), in force on the business day immediately preceding the date of actual payment, **or by Letter of Credit**, u n d e r the terms of the legislation in force, observing that:

7.35.1.1. Payment will be made in United States Dollars (US\$) or Euros (EUR), the currency of which will be defined at the time of the contract, by opening an irrevocable and irreversible documentary credit with the issuing bank Banco do Brasil S/A, in the corresponding amount in United States Dollars or Euros, according to the price defined in the public session, considering the price proposal accepted and priced in the proforma invoice, in compliance with the provisions of Federal Law no. 4.320/64; Federal Law no. 10.192/01 and Decree Law no. 85/69, approved by the International Chamber of Commerce.320/64; Federal Law No. 10.192/01 and Decree Law No. 857/69, adopting the Uniform Usage Rules for Documentary Credits (UCP 600), approved by the International Chamber of Commerce (ICC), and the Uniform Rules for Bank Reimbursements, supported by documentary credits:

the documentary credit will be made in confirmed, irrevocable and non-transferable form;

the validity of the documentary credit will be sufficient to cover the execution period defined in this Public Notice and its Annexes.

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

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

All financial operations will be carried out by the financial agent Banco do Brasil S/A, under order of the person responsible for the account held for this purpose by the Federal Police;

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

Effective payment and settlement under the terms of article 63 of Federal Law No. 4.320/64 will be deemed to have taken place with the authorization for the negotiating bank to pay the letter of credit to the beneficiary or, alternatively, by deposit in a bank account opened in Brazil in the manner established by the Central Bank of Brazil.

In the event of late payment attributable to the foreign CONTRACTOR, with a bid in foreign currency, the expenses relating to the renewal or extension of the documentary credit (letter of c r e d i t) with Banco do Brasil S/A, including those relating to the increase in the exchange rate during the period of payment, shall be borne by the CONTRACTOR, without prejudice to the respective contractual sanctions.

7.35.1.2. In the event of late payment, the same rule will be adopted as for the national contractor.

7.36. The date of payment shall be deemed to be the day on which the bank order for payment is issued.

7.37. When payment is made, tax will be withheld in accordance with the applicable legislation.

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

7.38. [Contractors who regularly opt for the Simples Nacional, under the terms of Complementary Law 123 system2006, will not be subject to tax withholding for the taxes and contributions covered by that system. However, of](#) payment will be conditional on presentation of proof, by means of an official document, that it is entitled to the favored tax treatment provided for in the aforementioned Complementary Law.

### Assignment of credit

7.39. The fiduciary assignment of credit rights with a financial institution is allowed, under the terms and according to the procedures set out in [SEGES/ME Normative Instruction No. 53, of July 8, 2020](#), in accordance with the rules of this topic.

7.39.1. Credit assignments not covered by SEGES/ME Normative Instruction No. 53, of July 8, 2020, will depend on the contractor's prior approval.

7.40. The effectiveness of the assignment of credit not covered by SEGES/ME Normative Instruction No. 53, of July 8, 2020, in relation to the Administration, is subject to the execution of an amendment to the administrative contract.

7.41. Without prejudice to the regular fulfillment of the contractual obligation to comply with all the qualifying conditions by the contractor (assignor), the execution of the credit assignment amendment and the making of the respective payments are also subject to the assignee's tax and labor compliance, as well as certification that the assignee is not prevented from bidding and contracting with the Public Power, according to [the legislation in force, or from receiving tax or credit benefits or incentives, directly or indirectly, according to art. 12 of Law No. 8.429, of 1992, all under the terms of Opinion JL-01, of May 18, 2020.](#)

7.42. The credit to be paid to the assignee is exactly that which would have gone to the assignor (contractor) for the performance of the contractual object, leaving absolutely unscathed all defenses and exceptions to payment and all other clauses exorbitant to the common law applicable in the public law legal regime applicable to administrative contracts, including the possibility of payment into a linked account or payment on actual proof of the triggering event, when applicable, and the discounting of fines, disallowances and losses caused to the Administration.

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

## 8. FORM AND CRITERIA FOR SELECTING THE SUPPLIER AND FORM OF SUPPLY

### Form of selection and criteria for judging the proposal

8.1. The supplier will be selected by means of a BIDDING procedure, in the form of an ELECTRONIC BIDDING, through the Price Registration System - SRP, with the adoption of the LOWEST PRICE judgment criterion.

8.1.1. The reason for the call for tenders with the participation of foreign companies stems from the findings already listed in the Preliminary Technical Study, attached to these Terms of Reference.

### Qualification requirements

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

### Legal qualification

8.3. **Individuals:** identity card (RG) or equivalent document that is valid by law for identification purposes throughout national territory;

8.4. **Individual entrepreneur:** registration with the Public Registry of Commercial Companies, under the responsibility of the Board of Trade of the respective head office;

8.5. **Individual Microentrepreneur - MEI:** Certificate of Individual Microentrepreneur Status - [CCMEI, acceptance of which will be subject to verification of authenticity on the website https://www.gov.br/empresas-e-negocios/en-br/empreendedor;](#)

8.6. **Business company, single-person limited liability company (SLU) or company identified as an individual limited liability company (EIRELI):** registration of the memorandum of association, articles of association or articles of association with the Public Registry of Commercial Companies, under the responsibility of the Board of Trade of the respective head office, accompanied by a document certifying the directors;

8.7. **Foreign company:** authorization to operate in Brazil, published in the Federal Official Gazette and filed with the Board of Trade of the federative unit where the branch, agency, branch [or establishment is, which will be considered as its headquarters, according to DREI/ME Normative Instruction No. 77, of March 18, 2020.](#) located

8.7.1. Foreign companies that do not operate in the country must submit equivalent documents, in the form of regulations issued by the Federal Executive Branch. [Sole paragraph, art. 70, Law 14.133/2021](#)

8.8. **Simple company:** registration of the memorandum of association with the Civil Registry of Legal Entities of the place where it has its registered office, accompanied by a document proving its directors;

8.9. **Subsidiary, branch or agency of a simple or entrepreneurial company:** registration of the constitutive act of the subsidiary, branch or agency of the simple or entrepreneurial company, respectively, in the Civil Registry of Legal Entities or in the Public Registry of Mercantile Companies where it operates, with annotation in the Registry where the head office is located.

8.10. **Cooperative society:** minutes of foundation and bylaws, with the minutes of the meeting that approved them, duly filed with the Board of Trade or registered with the Civil Registry of Legal Entities of [the art. 107 of Law no. 5.764, of December 16, 1971](#) respective headquarters, in addition to the registration referred to in .

8.11. **Family farmer:** valid Declaration of Aptitude to Pronaf - DAP or DAP-P, or other [documents defined by the Special Secretariat for Family Agriculture and Agrarian Development, under the terms of art. 4, §2 of Decree No. 10,880, of December 2, 2021.](#)

8.12. **Rural Producer:** registration in the INSS Specific Registry (Cadastro Específico do INSS - CEI), proving qualification as an individual rural producer, under the terms of [RFB Normative Instruction no. 971, of November 13, 2009](#) (arts. 17 to 19 and 165).

8.13. Current **authorization** for the production of ballistic material by the competent body of the country of origin.

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

#### **Tax, social and labor qualifications**

8.15. Proof of registration with the National Register of Legal Entities or the Register of Individuals, as the case may be;

8.16. 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 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 Secretary of the Federal Revenue Service of Brazil and the National Treasury Attorney General.

8.17. Proof of good standing with the Severance Indemnity Fund (FGTS);

8.18. Proof that there are no unpaid debts before the Labor Court, through the presentation of negative or positive certificate with negative effect, under the terms of Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452 of May 1, 1943;

8.19. Proof of registration in the [State/District] taxpayers' register for the supplier's domicile or head office, pertinent to its field of activity and compatible with the contractual object;

8.20. Proof of good standing with the [State/District] Treasury of the supplier's domicile or headquarters, relating to the activity in which it contracts or competes;

8.21. If the supplier is considered exempt from [State/District] taxes related to the contractual object, it must prove this condition by submitting a declaration from the respective tax office of its domicile or headquarters, or another equivalent, in accordance with the law.

8.22. Suppliers classified as individual micro-entrepreneurs who wish to benefit from the differentiated treatment provided for in Complementary Law 123 of 2006 are exempt from proof of registration in the state and municipal tax registers.

#### **Economic and Financial Qualification**

8.23. Negative certificate of civil insolvency issued by the distributor of the domicile or headquarters of the bidder, in the case of [an individual, provided that their participation in the bidding is admitted \(art. 5, item II, point "c", of Seges/ME Normative Instruction no. 116, of 2021\), or a simple company;](#)



8.24. [No bankruptcy certificate issued by the distributor of the supplier's headquarters - Law no. 14.133, of 2021, art. 69, caput, item II](#));

8.25. General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) ratios, greater than 1 (one), proven by the bidder's presentation of the balance sheet, income statement and other accounting statements for the last 2 (two) fiscal years and obtained by applying the following formulas:

I- General Liquidity (LG) = (Current Assets + Long-Term Assets) / (Current Liabilities + Non-Current Liabilities);

II- General Solvency (GS)= (Total Assets)/(Current Liabilities + Non-Current Liabilities); and

III- Current Liquidity (LC)= (Current Assets)/(Current Liabilities).

8.26. If the bidding company shows a result of less than or equal to 1 (one) in any of the General Liquidity (GL), General Solvency (GS) and Current Liquidity (CL) indices, a minimum net worth of 5% of the [total estimated value of the contract] will be required for qualification purposes.

8.27. Companies created in the financial year of the tender must meet all the requirements for qualification and may replace the financial statements with the opening balance sheet. (Law 14.133, of 2021, art. 65, §1º).

8.28. The balance sheet, income statement and other accounting statements shall be limited to the last financial year in the event that the legal entity was incorporated less than two (2) years ago. (Law 14.133, of 2021, art. 69, §6)

8.29. Compliance with the economic indices set out in this item must be attested to by a declaration signed by a qualified accounting professional, presented by the supplier or an equivalent document.

8.30. For foreign companies, in the absence of the documentation mentioned above, equivalent documents will be accepted.

### Technical Qualification

8.31. Proof of ability to supply similar goods of equivalent or greater technological and operational complexity to the object of this contract, or to the relevant item, by submitting certificates or attestations from legal entities governed by public or private law, or regularly issued by the competent professional council, where applicable.

8.31.1. For the purposes of this sub-item, the certificates must relate to contracts executed with the following minimum characteristics:

8.31.1.1. Provision of a certificate of technical capacity for at least 25% of the total quantity of the object, compatible with the other requirements set out in these Terms of Reference.

8.31.1.2. If the bidder is a foreign company that does not have a technical capacity certificate, it can be proved by invoices or other equivalent documents, after analysis and acceptance by the technical team.

8.31.2. For the purposes of proving the minimum quantity, it will be permissible to submit and add together different certificates that have been executed concurrently.

8.31.3. Technical capacity certificates may be submitted in the name of the supplier's parent company or subsidiary.

8.31.4. The supplier will provide all the information necessary to prove the legitimacy of the certificates, presenting, when requested by the Administration, a copy of the contract that supported the procurement, the current address of the contractor and the place where the contracted work was carried out, among other documents.

8.31.5. You must present a valid and current copy of item 1:

a) Comply with [SENASP NT No. 003/2021](#) - Ballistic Protection Vests. (Ordinance No. 281, of May 21, 2021) which "establishes the minimum requirements for ballistic protection vests for public security professionals, as well as the methods for carrying out the tests, in order to guarantee the safety, quality, performance and reliability of the garments, specifying the threat levels and the respective calibers at which a ballistic protection vest must be able to prevent perforations or deformations for professional activity", or, if it does not have the PCE Certificate of Conformity for the standard above, present the Certificate of Homologation of the vests, level III-

A, from the *National Institute of Justice* - U. S. A., in the case of the vests.USA, NIJ 0101.06, for sizes C1 to C5, for the ballistic solution in question and/or current publication on the NIJ Specialized Website - "[https://www.justnet.org/compliant/ballistic\\_cpl.html](https://www.justnet.org/compliant/ballistic_cpl.html)", as a supplier selection criterion.

b) Authorization from the Brazilian Army for all products that are controlled by it, with regard to manufacture, use, import, clearance, traffic, trade and commercial representation must comply with current legislation, and a document proving authorization must be presented or the company's details must appear on the Army's list of companies authorized (registered) to manufacture and produce PCE - <http://www.dfpc.eb.mil.br/index.php/acesso-a-informacao>.

c) For foreign companies, an equivalent document authorizing or licensing the above activities must be presented.

8.31.6. The first-placed bidder must send, together with the bid, the size chart available for evaluation by the technical team.

8.31.6.1. If the bidder does not have the size grid for insertion in the proposal or needs to make adjustments to suit the needs of the agency, a deadline of 24 hours will be given in the public session itself, which may be extended at the discretion of the auctioneer, to rectify in order to provide the best contract.

## 9. **PERFORMANCE GUARANTEE**

9.1. There will be no requirement for a contractual performance guarantee, for the following reasons:

9.2. These are watertight goods, the incidence of defects of which is remedied by exchanging/replacing the goods in the event of defects that can be detected on site or during the term of the contractual/technical guarantee. In addition, the provisional and final receipt stages are applied filters whose effect is to protect the Administration from paying for the materials received if they are found to be nonconforming.

9.3. The requirement for a contractual guarantee is an expense that burdens the CONTRACTED PARTY and, consequently, the value of the products that will be purchased. It also discourages bidders insofar as it forces them to incur costs and bureaucracy that are added to the investment in inputs and labor for the manufacture and supply of the goods.

9.4. In addition, considering that the purpose of this procedure is to increase competitiveness by allowing foreign suppliers to take part, the requirement for these companies to issue a guarantee in Portugal is known to discourage and complicate their participation and could nullify the efforts made to promote broad competition.

9.5. It is in the administration's interest to increase competitiveness. Through competition, the best prices are obtained. Given the protection provided by the system of receipt and contractual guarantee of goods, the requirement for a performance guarantee, in this case, is a measure that burdens suppliers without providing a counterpart in protection for the Administration, which is why it is dispensed with.

## 10. **ESTIMATES OF THE VALUE OF THE CONTRACT**

10.1. The total estimated cost of hiring the vests is R\$ 71,278,952.31 (seventy-one million, two hundred and seventy-eight thousand, nine hundred and fifty-two reais and thirty-one cents), according to the table above from the managing body and participants.

10.2. The total estimated cost of hiring Rubberized Patches is R\$ 3,602,869.62 (three million, six hundred and two thousand, eight hundred and sixty-nine reais and sixty-two cents), according to the table above from the managing body and participants.

10.3. The total estimated cost of hiring Embroidered Patches is R\$ 4,285,585.66 (four million, two hundred and eighty-five thousand, five hundred and eighty-five reais and sixty-six cents), according to the table above from the managing body and participants.

10.4 The total cost is R\$ 79,167,407.59 (seventy-nine million, one hundred and sixty-seven thousand, four hundred and seven reais and fifty-nine cents).

## 11. **BUDGET ADEQUACY**

11.1. The expenses arising from this contract will be covered by specific funds allocated in the Federal Budget

11.2. The appropriation for subsequent financial years will be indicated after approval of the respective Budget Law and release of the corresponding credits, by means of an apostille.



11.3. it should be noted that the Administration has complied with the provisions of art. 7 of SEGES Normative Instruction no. 58, of 2022, Law no. 12,527, of November 18, 2011 and art. 13 of SEGES/ME Normative Instruction no. 58, of August 8, 2022.



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