



FEDERAL PUBLIC SERVICE MJSP  
- FEDERAL POLICE  
PROCUREMENT DIVISION - DCOMP/CLC/CGAD/DLOG/PF

Case No. 08200.004476/2026-12

FEDERAL POLICE  
NOTICE OF DIRECT CONTRACTING No. 01/2026

(Administrative Case No. 08200.004476/2026-12)

It is hereby made public that the **FEDERAL POLICE**, through the **GENERAL ADMINISTRATION COORDINATION**, headquartered at the **Multibrasil Corporate Building, North Commercial Sector, Block 4 - Asa Norte, Brasília – DF, ZIP Code 70714-000**, will conduct an Electronic Procurement, using the **lowest price** criterion, pursuant to [Article 75, II](#), under the terms of Law No. 14,133, of April 1, 2021, [SEGES/ME Normative Instruction No. 67, of July 8, 2021](#), and other applicable regulations.

**Date of Public Session: May 29, 2026**

**Start Time: 9:00 a.m.**

## 1. SUBJECT MATTER

1.1. The purpose of this procedure is to select the most advantageous proposal for the procurement, by **way of** a waiver of **competitive** bidding, **of six (6) units of Ballistic Protection Cases with protection level IIIA, in accordance with NIJ 0101.08 or NIJ 0101.06**, in accordance with the conditions, quantities, and requirements set forth in this Direct Contracting Notice and its annexes.

1.2. The evaluation criterion adopted will be the **lowest price**, subject to the requirements contained in this Direct Contracting Notice and its Annexes regarding the specifications of the subject matter.

## 2. PARTICIPATION IN THE ELECTRONIC EXEMPTION

2.1. Participation in this electronic procurement will take place through the Electronic Procurement System, a computerized tool that is part of the Federal Government Procurement System – Compras.gov.br, available on the Federal Government Procurement Portal at [www.gov.br/compras](http://www.gov.br/compras).

2.1.1. The procedure will be published on Compras.gov.br and on [the National Public Procurement Portal \(PNCP\)](#), and automatically sent to suppliers registered in the Unified Supplier Registration System (Sicaf) via email, in the corresponding supply line they intend to serve.

2.1.2. Compras.gov.br can be accessed via the web or through [the Compras.gov.br app](#).

2.1.3. The supplier is responsible for any transaction made directly or by their representative in the Electronic Exemption System; neither the System provider nor the agency or entity promoting the procedure is liable for any damages resulting from the misuse of the password, even if by

unauthorized third parties.

2.2. The following may not participate in this bidding exemption:

2.2.1. any entity that does not meet the conditions of this Direct Contracting Notice and its annex(es);

2.2.2. companies engaged in activities incompatible with the subject matter of the waiver;

2.2.3. foreign companies that do not have legal representation in Brazil with express authority to receive service of process and respond administratively or judicially;

2.2.4. the author of the preliminary design, basic design, or detailed design, whether an individual or a legal entity, when the contract concerns construction work, services, or the supply of goods related thereto;

2.2.5. a company, individually or as part of a consortium, responsible for preparing the basic design or the detailed design, or a company in which the author of the design is an officer, manager, controller, shareholder, or holder of more than 5% (five percent) of the voting capital, technical supervisor, or subcontractor, when the contract concerns construction work, services, or the supply of goods necessary for it;

2.2.6. an individual or legal entity that, at the time of contracting, is unable to enter into a contract due to a sanction imposed upon it;

2.2.7. anyone who maintains a technical, commercial, economic, financial, labor, or civil relationship with an officer of the contracting agency or entity or with a public official who performs a function in the waiver of competitive bidding or acts in the supervision or management of the contract, or who is the spouse, partner, or relative of such an individual in a direct line, collateral line, or by affinity, up to the third degree;

2.2.8. parent companies, subsidiaries, or affiliates, pursuant to [Law No. 6,404 of December 15, 1976](#), competing against one another;

2.2.9. any individual or legal entity that, within the five (5) years prior to the publication of the notice, has been convicted by a final and unappealable court decision for the exploitation of child labor, for subjecting workers to conditions analogous to slavery, or for hiring adolescents in cases prohibited by labor legislation;

2.3. No public official of the contracting agency or entity may participate, directly or indirectly, in the electronic hiring process or the execution of the contract; 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 governing the matter, pursuant to [§ 1 of Article 9 of Law No. 14,133 of 2021](#).

2.4. The prohibition referred to in item 2.2.6 also applies to a supplier acting in place of another person, whether an individual or a legal entity, with the intent to circumvent the effectiveness of a sanction imposed on that person, including its parent company, subsidiary, or affiliate, provided that the unlawful act or fraudulent use of the supplier's legal personality is duly proven.

2.5. At the discretion of the Administration and solely for its benefit, the author of the projects and the company referred to in sections 2.2.4 and 2.2.5 may participate in supporting procurement planning, waiver implementation, or contract management activities, provided that they do so under the exclusive supervision of public officials from the agency or entity.

2.6. Companies belonging to the same economic group are considered equivalent to the authors of the project.

2.7. The provisions of items 2.2.4 and 2.2.5 do not preclude the waiver or contracting of services that include, as part of the contractor's scope of work, the preparation of the basic design and the detailed design in integrated contracts, and the detailed design in other execution regimes.

2.8. In waivers and contracts entered into within the scope of projects and programs partially financed by an official foreign cooperation agency or by an international financial institution with funding or national counterpart funds, no individual or legal entity that is included on the list of persons sanctioned by such entities or that is declared ineligible under the terms of Law No. 14,133 of 2021 may participate.

2.9. The prohibition referred to in item 2.4 extends to third parties who assist in the conduct of the procurement as members of a support team, specialized professionals, or employees or representatives of a company providing technical assistance.

### **3. D ENTRY INTO THE ELECTRONIC TENDER SYSTEM AND REGISTRATION OF THE**

## INITIAL PROPOSAL

- 3.1. The supplier's entry into the electronic exemption process will occur upon registration of its initial proposal, in accordance with this item.
- 3.2. The interested supplier, following the publication of the Direct Contracting Notice, shall submit, exclusively through the Electronic Exemption System, the proposal containing a description of the item offered, the product brand (if applicable), and the price or discount, by the date and time established for the opening of the procedure.
- 3.3. All specifications of the subject matter contained in the proposal, particularly the price or discount offered, are binding on the Contractor.
- 3.4. The proposed amounts shall include all operational costs, social security, labor, tax, commercial, and any other charges that directly or indirectly affect the performance of the subject matter;.
- 3.4.1. The proposal must contain a statement that it includes all costs necessary to comply with the labor rights guaranteed by the Federal Constitution, labor laws, subordinate regulations, collective bargaining agreements, and the terms of conduct agreements in effect on the date of proposal submission.
- 3.4.2. The prices offered, both in the initial proposal and during the bidding phase, shall be the sole responsibility of the supplier, who shall have no right to request any changes on the grounds of error, omission, or any other pretext.
- 3.5. If the company's tax regime involves the payment of taxes at variable rates, the appropriate rate shall be that corresponding to the average of the company's actual tax payments over the last twelve months.
- 3.6. Regardless of the tax percentage listed in the spreadsheet, the percentages established by current legislation will be withheld at source upon payment.
- 3.7. The submission of proposals implies an obligation to comply with the provisions contained therein, in accordance with the provisions of the Terms of Reference, with the bidder committing to perform the services in accordance with their terms, as well as to provide the necessary materials, equipment, tools, and supplies in quantities and qualities adequate for the proper performance of the contract, ensuring their replacement when required.
- 3.8. The bid's validity period shall not be less than **60 (sixty)** days from the date of its submission.
- 3.9. Upon registration of the initial proposal, the supplier must also sign a Statement of Acceptance, in the designated field of the electronic system, regarding the following declarations:
- 3.9.1. that there are no impediments to their qualification for the bidding process, and that they are aware of the obligation to report any subsequent occurrences;
- 3.9.2. that they are aware of and agree to the conditions contained in the Direct Contracting Notice and its annexes;
- 3.9.3. that they are responsible for the transactions carried out in the system, accepting them as final and true;
- 3.9.4. that they comply with the requirements for reserving positions for persons with disabilities and for those rehabilitated by Social Security, as provided by law and other specific regulations;
- 3.9.5. that it does not employ minors under 18 in night work, hazardous work, or unhealthy work, and does not employ minors under 16, except for minors aged 14 and older as apprentices, pursuant to Article 7, item XXXIII, of the Constitution; and
- 3.9.6. does not have employees performing degrading or forced labor, in compliance with the provisions of items III and IV of Article 1 and item III of Article 5 of the Federal Constitution.
- 3.10. Suppliers organized as cooperatives must also declare, in the appropriate field of the electronic system, that they comply with the requirements established in Article 16 of Law No. 14,133 of 2021.
- 3.11. The supplier must declare in the appropriate field of the system whether the product or service offered is a domestically manufactured product eligible for one of the preference margin criteria indicated in the Terms of Reference, where applicable, in order to receive the benefit.
- 3.12. Suppliers classified as microenterprises, small businesses, or cooperatives must

further declare, in the appropriate field of the electronic system, that it meets the requirements set forth in [Article 3 of Supplementary Law No. 123 of 2006](#) and is eligible to benefit from the preferential treatment established in Articles 42 through 49 thereof, subject to the provisions of [paragraphs 1 through 3 of Article 4 of Law No. 14,133 of 2021](#).

3.13. Once this functionality is available in the system, the supplier is permitted, when registering their initial proposal, to set a minimum final value, recording their acceptable final bid (lowest price or highest discount, as applicable).

3.13.1. *Once this option is selected, bids will be sent automatically by the system, subject to the limits registered by the supplier and the minimum interval between bids provided for in this notice.*

3.13.1.1. *Notwithstanding the foregoing, bids may be submitted manually, in accordance with the relevant section of this Direct Contracting Notice.*

3.13.2. *The minimum final value may be changed by the supplier during the bidding phase, provided that it does not exceed the bid already registered by the supplier in the system.*

3.13.3. *The minimum amount set is confidential to the other participants in the bidding process and to the contracting agency or entity. Only bids that have actually been submitted may be disclosed to suppliers in accordance with the following section of this Notice.*

## 4. THE BIDDING PHASE

4.1. As of the date and time established in this Direct Contracting Notice, the public session will be automatically opened by the system for the submission of public and successive bids, exclusively through the electronic system, and will close at the bid closing time also specified in this Notice.

4.2. Once the competitive phase begins, suppliers must submit bids exclusively through the electronic system and will be immediately notified of their receipt and the amount recorded in the system.

4.2.1. The bid must be submitted for **the unit price** of the item.

4.3. The supplier may only offer a lower amount or a higher discount percentage than the last bid submitted by them and recorded by the system.

4.3.1. The supplier may submit successive bids equal to or higher than the bid currently leading the competition, provided they are lower than the lowest bid previously submitted by the supplier and recorded by the system; such bids are defined as “intermediate bids” for the purposes of this Direct Contracting Notice.

4.3.2. The minimum difference in values or percentages between bids, which applies to both intermediate bids and the bid that constitutes the best offer, is **R\$10.00 (ten reais)**.

4.4. If there are bids equal to the lowest bid already submitted, the one received and recorded first in the system shall prevail.

4.5. If the supplier does not submit bids, it will compete with the value of its proposal.

4.6. During the procedure, suppliers will be informed in real time of the lowest bid or the highest discount recorded, without identifying the supplier.

4.7. Immediately after the expiration of the deadline established for the bidding phase, the phase will close, with the system sorting and displaying the bids in ascending order of ranking.

4.7.1. The bidding phase will close automatically at the exact time indicated, with no possibility of extension and no random time delay or similar mechanism.

## 5. THE EVALUATION AND ACCEPTANCE PHASE OF PROPOSALS

5.1. Once the bidding phase has closed, if the bid from the top-ranked bidder remains above the maximum price or below the discount set for the contract, the manager may negotiate more favorable terms.

5.1.1. In this case, a counteroffer will be sent to the supplier who submitted the lowest price or the highest discount, in order to obtain the best proposal compatible with the Administration's stipulations.

5.1.2. Negotiations may be conducted with the other ranked suppliers, exclusively through the system, respecting the order of ranking, when the top-ranked bidder, even after negotiation, is disqualified because their bid remains above the maximum price or below the discount set for the contract.

5.2. In any case, once the negotiation is concluded, if any, the result will be disclosed to all parties and recorded in the minutes of the electronic exemption procedure, which must be attached to the contract process file.

5.3. Once the compatibility between the bid amount and the amount stipulated for the contract is confirmed, the supplier will be requested to submit a bid corresponding to the last bid offered or the negotiated amount, as applicable, accompanied by supplementary documents, when necessary.

*5.3.1. In addition to the aforementioned documentation, the supplier with the best bid must submit a spreadsheet indicating unit costs and price breakdown, in accordance with the attached template, with the amounts corresponding to the winning bid.*

5.4. Once the negotiation phase is concluded, if any, the manager will verify whether the supplier provisionally ranked first meets the conditions for participation in the bidding process, as provided for in Article 14 of Law No. 14,133 of 2021, related legislation, and in items 3.3 and following of this Notice, particularly regarding the existence of any sanctions that would prevent participation in the direct contracting process or future contracting, by consulting the following registries:

5.4.1. Sicaf;

5.4.2. National Registry of Penalized Companies – CNEP, maintained by the Office of the Comptroller General (<https://www.portaltransparencia.gov.br/sancoes/cnep>).

5.5. The records will be consulted using the supplier company's name and CNPJ.

5.6. The CNEP search regarding the sanctions provided for in Law No. 8,429 of 1992 will also be conducted using the name and CPF number of the majority shareholder of the supplier company, if any, pursuant to Article 12 of the aforementioned law.

5.7. If the Supplier Status Check reveals the existence of Indirect Disqualifying Events, the agency will take steps to verify whether fraud was committed by the companies identified in the Report on Indirect Disqualifying Events.

5.7.1. Attempts at fraud will be verified through corporate ties, similar supply chains, among other factors.

5.7.2. The supplier will be summoned to provide a statement prior to any potential disqualification.

5.7.3. If a sanction is confirmed, the supplier will be deemed ineligible due to lack of eligibility to participate.

5.8. If the supplier provisionally ranked first has availed itself of any preferential treatment for SMEs/EPPs or has benefited from the application of the preference margin, the manager will verify whether the supplier is entitled to the benefit applied.

*5.8.1. If the supplier fails to demonstrate compliance with the requirements to qualify for the preferential margin benefit, the bids will be reclassified for the purpose of reapplying the preferential margin.*

5.9. Once the conditions for participation and the use of preferential treatment have been verified, the manager will examine the bid ranked first for its suitability for the subject matter and the compatibility of the price with the maximum amount stipulated for contracting in this Direct Contracting Notice and its annexes.

5.10. The winning proposal will be disqualified if it:

5.10.1. contains irremediable defects;

5.10.2. does not comply with the detailed technical specifications in this Notice or its annexes;

5.10.3. presents unfeasible prices or prices that remain above the maximum price set for the contract;

5.10.4. fails to demonstrate its feasibility, when required by the Administration;

5.10.5. fails to comply with any other requirements of this Notice or its annexes, provided that

irremediable.

5.11. When the supplier is unable to prove that it has or will have sufficient resources to satisfactorily perform the contract, the price proposal or lowest bid shall be considered unfeasible if:

5.11.1. *is insufficient to cover the costs of the contract, presents symbolic, negligible, or zero overall or unit prices, incompatible with market prices for inputs and wages, plus the respective charges, even if the call for bids did not establish minimum limits, except when they refer to materials and facilities owned by the supplier itself, for which the supplier waives part or all of the remuneration.*

5.11.2. *submit one or more values in the cost spreadsheet that are lower than those established in mandatory regulatory instruments, such as laws, provisional measures, and collective bargaining agreements in force.*

5.12. If there are indications that the price proposal is unfeasible, or if further clarification is needed, steps may be taken to require the supplier to demonstrate the feasibility of the proposal.

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

5.13.1. The adjustment referred to in this provision is limited to correcting errors or omissions that do not alter the substance of the proposals;

5.13.2. An error in filling out the spreadsheet that is subject to correction is the indication of tax and contribution payments under the Simples Nacional regime, when that regime is not applicable.

5.14. For the purpose of analyzing the bid regarding compliance with the specifications of the subject matter, a written statement may be obtained from the department requesting the service or from the area specialized in the subject matter.

5.15. If the winning proposal or bid is disqualified, the subsequent proposal or bid will be examined, and so on, in the order of ranking.

5.16. If necessary, the session will be suspended, and the new date and time for its continuation will be announced in the "chat."

5.17. Once the review regarding the acceptance of the proposal is concluded, the qualification phase will begin, in accordance with the provisions of this Direct Contracting Notice.

## **6. THE QUALIFICATION PHASE**

6.1. The documents required for qualification purposes, pursuant to Articles 62 through 70 of Law No. 14,133 of 2021, are listed in the Terms of Reference and will be requested from the supplier with the highest ranking in the bidding phase.

6.2. Supplier qualification will be verified through Sicaf, based on the documents it contains.

6.2.1. It is the supplier's responsibility to update the supporting documents in Sicaf in advance so that they are valid on the date of the public opening of bids, or to submit, upon request, the respective updated documentation.

6.2.2. Failure to comply with the above subitem will result in the supplier's disqualification, unless a search of the official websites issuing certificates successfully locates the valid certificate(s).

6.3. When the participation of foreign companies not operating in the country is permitted, the qualification requirements will be met through equivalent documents, initially submitted in a free translation.

6.4. 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 minutes, the documents required for qualification shall be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any subsequent decree that may replace it, or consularized by the respective consulates or embassies.

6.5. When the participation of a consortium of companies is permitted, technical qualification, when required, shall be determined by the sum of the quantities of each consortium member, and for the purposes of economic and financial qualification, when required, the sum of the values of each consortium member shall be considered.

6.6. In the event that supplementary documents are required—which are essential to confirm those already submitted for qualification—or documents not listed in Sicaf, the supplier will be required to submit them in digital format through the system within **2 (two)** hours, under penalty of disqualification.

6.7. Proof of compliance with requirements through the submission of original non-digital documents will only be required when there is doubt regarding the integrity of the digital document.

6.8. Qualification documents indicating different CNPJ/CPF numbers will not be accepted, except for those legally permitted.

6.9. If the supplier is the parent company, all documents must be in the parent company's name; if the supplier is a subsidiary, all documents must be in the subsidiary's name, except for certificates of technical capacity and those documents that, by their very nature, are demonstrably issued only in the parent company's name.

6.10. CNPJ registrations for the parent company and subsidiary will be accepted even if there are differences in the document numbers pertaining to the CND and CRF/FGTS, provided that the centralization of the collection of these contributions is proven.

6.11. If there is a need to thoroughly review the required documents, the session will be suspended, and the new date and time for its continuation will be announced.

6.12. A supplier will be disqualified if it fails to prove its eligibility, either by failing to submit any of the required documents or by submitting them in a manner inconsistent with the provisions of this Direct Contracting Notice.

6.12.1. In the event that the supplier does not meet the qualification requirements, the agency or entity will examine the subsequent proposal, and so on, in order of ranking, until a proposal is identified that meets the specifications of the subject matter and the qualification conditions

6.13. Once compliance with the qualification requirements is verified, the supplier will be qualified.

## **7. CONTRACTING**

7.1. Following approval and award, if a decision is made to proceed with the contract, a Contract Agreement will be signed or an equivalent document issued.

7.2. The successful bidder will have **five (5)** business days from the date of notification to sign the Contract Agreement, failing which the right to enter into the contract will be forfeited, without prejudice to the penalties provided for in this Notice of Direct Contracting.

7.2.1. As an alternative to the summons to appear before the agency or entity to sign the Contract Agreement, the Administration may forward it for signature via postal mail with return receipt requested (AR), by providing access to the electronic process system for this purpose, or through another electronic means, so that it may be signed and returned within **five (5)** days from the date of its receipt or from the date access to the electronic process system is provided.

7.2.2. The deadline set forth in the preceding subitem may be extended for an equal period upon a justified request by the successful bidder and acceptance by the Administration.

7.3. The term of the contract is as established in the Terms of Reference.

7.4. Upon signing the contract or equivalent instrument, proof of the qualification and contracting conditions set forth in this notice shall be required, which must be maintained by the supplier throughout the term of the contract.

## **8. VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

8.1. A supplier commits an administrative violation if it engages in any of the acts provided for in [Article 155 of Law No. 14,133 of 2021](#), namely:

8.1.1. causing partial non-performance of the contract;

8.1.2. causing partial non-performance of the contract that results in serious harm to the Administration, the operation of public services, or the public interest;



- 8.1.3. causing the total non-performance of the contract;
- 8.1.4. failing to submit the documentation required for the bidding process;
- 8.1.5. failing to maintain the bid, except as a result of a duly justified supervening event;
- 8.1.6. failing to enter into the contract or failing to submit the documentation required for the contract, when summoned within the validity period of the bid;
- 8.1.7. cause a delay in the performance or delivery of the subject matter of the direct contract without just cause;
- 8.1.8. submitting false statements or documentation required for the bidding process or making false statements during the electronic approval process or the performance of the contract;
- 8.1.9. committing fraud in the electronic procurement process or engaging in fraudulent acts during the execution of the contract;
- 8.1.10. behave in an unethical manner or commit fraud of any kind;
  - 8.1.10.1. Improper conduct includes, among other things, false statements regarding participation conditions, classification as an SME/microenterprise, or collusion among suppliers at any stage of the procurement process, even after the bidding phase has closed.
- 8.1.11. committing unlawful acts with the intent to frustrate the objectives of this procurement; and
- 8.1.12. committing a harmful act as provided for in [Article 5 of Law No. 12,846, of August 1, 2013](#).
- 8.1.13. Any supplier that commits any of the violations listed in the preceding subitems shall be subject, without prejudice to civil and criminal liability, to the following sanctions:
- 8.1.14. A warning for the violation of subitem 8.1.1 of this Direct Contracting Notice, when the imposition of a more severe penalty is not warranted;
- 8.1.15. A fine of 15% (fifteen percent) of the estimated value of the item(s) affected by the supplier's conduct, for any of the violations listed in sub-items 8.1.1 through 8.1.12;
- 8.1.16. Prohibition from bidding and contracting within the direct and indirect Public Administration of the federal entity that imposed the sanction, for a maximum period of 3 (three) years, in the cases of sub-items 8.1.2 through 8.1.7 of this Direct Contracting Notice, when the imposition of a more severe penalty is not warranted;
- 8.1.17. Declaration of ineligibility to bid or contract, which will prevent the responsible party from bidding or contracting within the scope of the direct and indirect Public Administration of all federal entities, for a minimum period of 3 (three) years and a maximum of 6 (six) years, in the cases of sub-items 8.1.8 through 8.1.12, as well as in other cases that justify the imposition of the most severe penalty.
- 8.2. The application of the sanctions provided for in this Direct Contracting Notice does not, under any circumstances, exclude the obligation to fully compensate the Contracting Party for the damage caused.
- 8.3. All sanctions provided for in this Notice may be applied cumulatively with the fine.
- 8.4. Prior to the imposition of the fine, the interested party shall be afforded the opportunity to present a defense within fifteen (15) business days from the date of notification.
- 8.5. If the fine imposed and any applicable damages exceed the amount of any payment owed by the Contracting Party to the Contractor, in addition to forfeiting that amount, the difference will be deducted from the security deposit or collected through legal proceedings.
- 8.6. Prior to referral for judicial collection, the fine may be paid administratively within a maximum period of **10 (ten)** days from the date of receipt of the notice sent by the competent authority.
- 8.7. The imposition of sanctions shall take place in an administrative proceeding that ensures the Contractor's right to a fair hearing and full defense, in accordance with the procedure set forth in the caput and paragraphs of [Article 158 of Law No. 14,133 of 2021](#), regarding penalties for disqualification from bidding and contracting and for a declaration of ineligibility to bid or contract.
- 8.8. In the application of sanctions, the following shall be considered:
  - 8.8.1. the nature and severity of the violation committed;
  - 8.8.2. the specific circumstances of the case;



8.8.3. any aggravating or mitigating circumstances;

8.8.4. the damages resulting therefrom to the Contracting Party; and

8.8.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the oversight agencies.

8.9. Acts classified as administrative violations under [Law No. 14,133 of 2021](#), or under other public procurement and contracting laws of the Public Administration that are also classified as harmful acts under [Law No. 12,846 of August 1, 2013](#), shall be investigated and adjudicated jointly, in the same proceedings, in accordance with the procedural rules and competent authority defined in said Law.

8.10. The legal personality of the Contractor may be disregarded whenever it is used in an abuse of rights to facilitate, conceal, or disguise the commission of the unlawful acts provided for in this Contract or to cause confusion regarding assets, and, in such cases, all effects of the sanctions imposed on the legal entity shall be extended to its administrators and partners with management powers, to the successor legal entity, or to a company in the same industry that has a relationship of affiliation or control, de facto or de jure, with the Contractor, subject, in all cases, to the right to be heard, the right to a full defense, and the requirement for prior legal review.

8.11. The Contracting Authority shall, within a maximum of 15 (fifteen) business days from the date of imposition of the sanction, report and keep updated the data regarding the sanctions it has imposed, for the purpose of publication in the National Registry of Ineligible and Suspended Companies (Ceis) and the National Registry of Penalized Companies (Cnep), established within the scope of the Federal Executive Branch.

8.12. Sanctions involving disqualification from bidding and contracting and declarations of ineligibility to bid or contract are subject to reinstatement pursuant to [Article 163 of Law No. 14,133 of 2021](#).

8.13. Sanctions for acts committed during the course of the contract are set forth in the annexes to this Notice.

## **9. GENERAL PROVISIONS**

9.1. In the event that all suppliers are disqualified or debarred (failed procedure), the Administration may:

9.1.1. republish this Notice with a new date;

9.1.2. use, for the contract award, a bid obtained from the price survey that served as the basis for the procedure, if any, giving preference to the lowest prices whenever possible, provided that the required qualification conditions are met;

9.1.2.1. In the case of the preceding subitem, the contract will be executed outside of this procedure.

9.1.2.2. set a deadline for the adjustment of bids or qualification documentation, as applicable.

9.2. The measures set forth in sub-items 9.1.1 and 9.1.2 may also be used if no interested suppliers participate (deserted procedure).

9.3. If suppliers are required to perform any action, the deadline for which is not specified in this Direct Contracting Notice, the deadline indicated by the competent Administration official in the respective notification must be met.

9.4. It is the supplier's responsibility to monitor the proceedings, and the supplier shall bear the consequences of losing the contract due to failure to comply with any messages issued by the Administration or due to disconnection.

9.5. If it is a non-business day or if any unforeseen event prevents the conduct of the bidding on the scheduled date, the session will be automatically rescheduled for the first subsequent business day, at the same time previously established, unless otherwise communicated.

9.6. The times specified in the announcement of this procedure and during the submission of bids shall be based on Brasília-DF time, including for the calculation of time and recording in the System and in the documentation related to the procedure.

9.7. In the evaluation of proposals and qualification, the Administration may correct errors or omissions that do not alter the substance of the proposals, the documents, or their legal validity, by means of a reasoned decision, recorded in the minutes and accessible to all, thereby granting them validity and effectiveness for the purposes of qualification and ranking.

9.8. The rules governing this Direct Contracting Notice shall always be interpreted in favor of broadening competition among interested parties, provided that they do not compromise the Administration's interests, the principle of equal treatment, the purpose, or the security of the contracting process.

9.9. Suppliers shall bear all costs associated with the preparation and submission of their proposals, and the Administration shall in no event be liable for such costs, regardless of the conduct or outcome of the contracting process.

9.10. In the event of any conflict between the provisions of this Direct Contracting Notice and its annexes or other documents comprising the process, the provisions of this Notice shall prevail.

9.11. The minutes of the public session will be published on the electronic system.

9.12. The following annexes are incorporated into this Direct Procurement Notice, for all intents and purposes:

9.12.1. ANNEX I – Terms of Reference

9.12.1.1. Appendix to Annex I – Preliminary Technical Study;

9.12.2. ANNEX II - Price Proposal Template;

9.12.3. ANNEX III – Draft Contract;



Document electronically signed by **ANDRE LUIS LIMA CARMO, Director**, on May 15, 2026, at 6:00 p.m., Brasília time, pursuant to Article 6, Paragraph 1, of [Decree No. 8,539, dated October 8, 2015](#).

The authenticity of this document can be verified at [https://sei4.pf.gov.br/sei/controlador\\_externo.php?](https://sei4.pf.gov.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0&cv=146079731&crc=1F8EADC1)

[acao=documento\\_conferir&id\\_orgao\\_acesso\\_externo=0&cv=146079731&crc=1F8EADC1](https://sei4.pf.gov.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0&cv=146079731&crc=1F8EADC1).

Verification code: **146079731** and CRC code: **1F8EADC1**.



## ADMINISTRATION COORDINATION-COAD

## Terms of Reference 19/2026

## Basic Information

UASG Item Number	Edited by	Updated on
19/2026	BRUNO DE CARVALHO BARROS	05/04/2026 1:26 PM (v 0.9)
200334-ADMINISTRATIVE COORDINATION-COAD		
Status		
SIGNED		

## Other information

Category	Contract Number	Administrative Process
II - Purchase, including by order/Permanent assets	56/2026	08200.004476/2026-12

## 1. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

(Administrative Proceeding No. 08200.004476/2026-12)

## TERMS OF REFERENCE

## 1. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1.1. Procurement of 6 (six) units of Ballistic Protection Cases with protection level IIIA, in accordance with NIJ 0101.08 or NIJ 0101.06, as per the table below, in accordance with the conditions and requirements established in this document.

Item	Specification	CATMAT	Unit of Measure	Quantity	Unit Price	Total
1	Ballistic Protection Cases with protection level IIIA, in accordance with NIJ 0101.08 or NIJ 0101.06.	398266	Unit	6	R\$ 9,429.74	R\$ 56,578.44

- 1.2. The goods covered by this contract are classified as ordinary, as justified in the Preliminary Technical Study.
- 1.3. The subject matter of this contract does not qualify as a luxury good, pursuant to Decree No. 10,818, dated September 27, 2021.
- 1.4. The term of the contract is **12 months** from the date of **signing**, in accordance with Article 105 of Law No. 14,133 of 2021.
- 1.5. The contract or other valid instrument replacing it provides further details on the rules that will apply regarding the term of the contract.

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

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

2.2. The subject matter of the contract is provided for in the 2026 Annual Procurement Plan, as detailed below:

- I) PCA ID in the PNCP: 00394494000136-0-000048/2026;
- II) Date of publication in the PNCP: 10/30/2025;
- III) Item ID in PCA: 57;
- IV) Class/Group: 6920 - WEAPON TRAINING ACCESSORIES;
- V) Future Contract Identifier: 200334-56/2026;

### **3. DESCRIPTION OF THE SOLUTION AS A WHOLE, CONSIDERING THE LIFECYCLE OF THE OBJECT AND PRODUCT SPECIFICATION**

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

## **4. CONTRACT REQUIREMENTS**

### ***Sustainability***

4.1. In addition to any sustainability criteria included in the description of the object, the following requirements, based on the National Guide to Sustainable Procurement, must be met:

4.1.1. The goods must not contain hazardous substances in concentrations exceeding those recommended in the RoHS (Restriction of Certain Hazardous Substances), such as mercury (Hg), lead (Pb), hexavalent chromium (Cr(VI)), cadmium (Cd), polybrominated biphenyls (PBBs), and polybrominated diphenyl ethers (PBDEs), in accordance with Item 6 (Life Cycle: Sustainability in Procurement, p. 47).

4.1.2. Compliance with the provisions of this article may be demonstrated by presenting a certificate issued by an or an accredited institution, or by any other means of proof attesting that the goods supplied comply with the requirements of the bid notice.

### **Subcontracting**

4.2. Subcontracting of the subject matter of the contract is not permitted. The prohibition on subcontracting is justified by the nature of the subject matter—the supply of goods (ballistic briefcases)—and by the institutional security context of the Federal Police for the 2026 Election Plan.

### **Contract Guarantee**

4.3. There will be no requirement for the contract guarantee under Articles 96 et seq. of Law No. 14,133 of 2021, as this involves immediate delivery and for the reasons set forth in the Preliminary Technical Study.

## **5. MODEL FOR EXECUTION OF THE OBJECT**

### **Delivery Conditions**

5.1. The delivery period for the goods is 90 (ninety) days, counted from the order for the supply of goods (OFB), in a single shipment.

5.1.1. The substantiated request must be sent to the email address [dilog.dpp@pf.gov.br](mailto:dilog.dpp@pf.gov.br) before the deadline expires.

5.2. If delivery on the specified date is not possible, the company must communicate the respective reasons at least ten (10) days in advance so that any request for an extension of the deadline may be reviewed, except in cases of unforeseeable circumstances or force majeure.

5.3. The goods must be delivered to the following address: SCN Quadra 4 Bloco A Torres B, C, and D of the Multibrasil Corporate Building - Asa Norte, Brasília - DF, 70714-903.

## **Warranty, Maintenance, and Technical Support**

5.4. The contractual warranty period for the goods, in addition to the statutory warranty, shall be at least 60 (sixty) months, or for the period provided by the manufacturer, if longer, counted from the first business day following the date of final acceptance of the goods.

5.5. If the warranty period offered by the manufacturer is shorter than that established in this clause, the supplier must extend the warranty for the offered goods for the remaining period.

5.6. The warranty shall be provided with a view to maintaining the supplied equipment in perfect working condition, without any additional burden or cost to the Contracting Party.

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

5.8. Corrective maintenance is defined as that intended to correct defects in the goods, including the replacement of parts, adjustments, repairs, and necessary corrections.

5.9. Parts that exhibit defects or malfunctions during the warranty period must be replaced with new, unused, and original parts that meet quality and performance standards equal to or superior to those of the parts used in the manufacture of the equipment.

5.10. Upon notification, the Contractor shall repair or replace goods that are defective or faulty within twenty (20) business days, with this period already including the time required for any pickup and return of the goods, at the Contractor's expense.

5.11. The period indicated in the preceding subitem may, during its course, be extended a single time for an equal period, upon a written and justified request from the Contractor, accepted by the Contracting Party.

5.12. In the event described in the preceding subparagraph, the Contractor shall provide equivalent equipment, with specifications equal to or superior to those of the equipment previously supplied, for the Client's temporary use, in order to ensure the continuity of administrative operations while repairs are being carried out.

5.13. If the deadline for repairs and replacements passes without the Contractor fulfilling the Client's request or providing justification, the Client is authorized to hire another company to perform the repairs, adjustments, or replacement of the equipment or its components, as well as to demand reimbursement from the Contractor for the respective costs, without such action resulting in the loss of the equipment warranty.

5.14. The cost of transporting the equipment covered by the warranty shall be the responsibility of the Contractor.

5.15. The legal or contractual warranty for the item has its own term of validity, 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.

## **6. CONTRACT MANAGEMENT MODEL**

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

6.2. In the event of an impediment, a cease-and-desist order, or suspension of the contract, the execution schedule shall be automatically extended for the corresponding period, with such circumstances noted by means of a simple addendum.

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

6.4. The agency or entity may summon a representative of the company to take measures that must be carried out immediately.

6.5. After the signing of the contract or equivalent instrument, the agency or entity may summon the representative of the contractor to an initial meeting to present the supervision plan, which shall contain information regarding contractual obligations, supervision mechanisms, strategies for executing the subject matter, the contractor's supplementary execution plan (if any), the method for assessing results, and applicable sanctions, among other matters.

## **Supervision**

6.6. The performance of the contract must be monitored and supervised by the contract supervisor(s) or their respective substitutes.

### **Technical Supervision**

6.7. The technical contract supervisor shall monitor the execution of the contract to ensure that all conditions established in the contract are met, thereby ensuring the best results for the Administration.

6.8. The technical contract supervisor shall record in the contract management log all occurrences related to the contract's execution, including a description of what is necessary to rectify any deficiencies or defects observed.

6.9. If any inaccuracy or irregularity is identified, the contract technical supervisor will issue notifications for the correction of the contract's execution, setting a deadline for the correction.

6.10. The technical contract supervisor shall promptly inform the contract manager of any situation requiring a decision or the adoption of measures beyond their authority, so that the contract manager may take the necessary and remedial measures, if applicable.

6.11. In the event of occurrences that may prevent the contract from being executed by the agreed-upon dates, the technical contract supervisor shall immediately report the matter to the contract manager.

6.12. The technical contract supervisor shall promptly notify the contract manager of the expiration of the contract under their responsibility, with a view to timely renewal or contract extension.

### **Administrative Oversight**

6.13. The administrative supervisor of the contract shall verify that the contractor maintains its qualification requirements, monitor commitments, payments, guarantees, disallowances, and the formalization of addenda and amendments, requesting any relevant supporting documents as necessary.

6.14. In the event of a breach of contractual obligations, the administrative supervisor of the contract shall act promptly to resolve the issue, reporting to the contract manager so that the latter may take appropriate measures when the matter exceeds the supervisor's authority.

6.15. The supervision referred to in this clause does not exclude or reduce the Contractor's liability, including to third parties, for any irregularity, even if resulting from technical imperfections, defects subject to redhibition, or the use of inadequate or substandard materials; nor does it imply joint liability on the part of the Contracting Party or its agents, managers, and compliance officers.

### **Contract Manager**

6.16. The contract manager is responsible for:

6.16.1. coordinate the updating of the contract monitoring and inspection process, which includes all formal records of execution in the contract management history—such as work orders, incident logs, contract amendments, and extensions—and prepare reports to assess the need for contract adjustments to meet administrative objectives.

6.16.2. monitor the records made by contract inspectors of all incidents related to contract execution and the measures taken, informing, if applicable, the higher authority of those that exceed their authority.

6.16.3. monitor the maintenance of the contractor's qualification requirements for the purposes of committing funds and making payments, and note any issues that hinder the normal flow of settlement and payment of expenses in the contingent risks report.

6.16.4. Issue a document certifying the evaluation conducted by the technical, administrative, and sectoral inspectors regarding the contractor's fulfillment of obligations, noting its performance in contract execution based on objectively defined and measured indicators, and any penalties imposed, which must be recorded in the registry of compliance with obligations.

6.16.5. take steps to formalize an administrative accountability process for the purpose of imposing sanctions, to be conducted by the commission referred to in Article 158 of Law No. 14,133 of 2021, or by the official or department with authority to do so, as applicable.

6.16.6. prepare a final report containing information on the achievement of the objectives that justified the contract and any measures to be adopted to improve the Administration's activities.

6.16.7. Submit the relevant documentation to the contracts department to formalize the settlement and payment procedures, in the amount determined by the audit and management in accordance with the contract.

## 7. VIOLATIONS AND ADMINISTRATIVE SANCTIONS

7.1. The Contractor commits an administrative violation, pursuant to Law No. 14,133 of 2021, if:

- a. causes the partial non-performance of the contract;
- b. causes partial non-performance of the contract that results in serious harm to the Administration, the operation of public services, or the public interest;
- c. causes the total non-performance of the contract;
- d. causes a delay in the performance or delivery of the subject matter of the contract without just cause;
- e. submits false documentation or makes a false statement during the performance of the contract;
- f. committing a fraudulent act during the performance of the contract;
- g. behave in an unethical manner or commit fraud of any kind;
- h. committing a harmful act as provided for in Article 5 of Law No. 12,846, dated August 1, 2013.

7.2. The following sanctions shall be applied to the Contractor who commits the violations described above:

7.2.1 A warning, when the Contractor causes partial non-performance of the contract, provided that the imposition of a more severe penalty is not warranted;

7.2.2. Prohibition from bidding and contracting, when the conduct described in subparagraphs “b,” “c,” and “d” of the preceding subitem is committed, provided that the imposition of a more severe penalty is not warranted;

7.2.3. Declaration of ineligibility to bid and contract, when the conduct described in subparagraphs “e,” “f,” “g,” and “h” of the preceding subitem is committed, as well as in subparagraphs “b,” “c,” and “d,” which justify the imposition of a more severe penalty.

7.2.4. Fine:

7.2.4.1. *A late payment penalty, for the violations described in item “d”, of 0.2% (two-tenths of a percent) per day of unjustified delay on the amount of the overdue installment, up to a maximum of 30 (thirty) days;*

7.2.4.2. *A late payment penalty of 0.07% (seven hundredths of a percent) per day of unjustified delay on the total contract amount, up to a maximum of 2% (two percent), for failure to comply with the deadline set for the presentation, supplementation, or replacement of the guarantee;*

7.2.4.2.1. *A delay exceeding twenty-five (25) days in presenting, supplementing, or replacing the guarantee authorizes the Administration to terminate the contract for non-compliance or irregular compliance with its clauses, as provided for in item I of Article 137 of Law No. 14,133 of 2021.*

7.3. The application of the penalties provided for in these Terms of Reference does not, under any circumstances, exclude the obligation to fully compensate the Contracting Party for the damage caused.

7.4. All penalties provided for in these Terms of Reference may be applied cumulatively with the fine.

7.5. Prior to the imposition of the fine, the interested party shall be afforded the opportunity to present a defense within fifteen (15) business days from the date of notification.

7.6. If the fine imposed and the applicable damages exceed the amount of any payment owed by the Contracting Party to the Contractor, in addition to forfeiting that amount, the difference shall be deducted from the security deposit or collected through legal proceedings.

7.7. The fine may be paid administratively within a maximum of 10 (ten) calendar days from the date of receipt of the notice sent by the competent authority.

7.8. The imposition of sanctions shall take place in an administrative proceeding that ensures the right to a fair hearing and full defense for the Contractor, in accordance with the procedure set forth in the caput and paragraphs of Article 158 of Law No. 14,133 of 2021, regarding penalties for disqualification from bidding and contracting and for a declaration of ineligibility to bid or contract.

7.8.1. To ensure full defense and the right to be heard, notifications will be sent electronically to the email addresses provided in the commercial proposal, as well as those registered by the company in SICAF.

7.8.2. The email addresses provided in the commercial proposal and/or registered in SICAF will be considered to be in continuous use by the company, and claims of ignorance regarding communications demonstrably sent to them will not be accepted.

7.9. In applying sanctions, the following will be considered:

- 7.9.1. the nature and severity of the violation committed;
- 7.9.2. the specific circumstances of the case;
- 7.9.3. any aggravating or mitigating circumstances;



7.9.4. the damages resulting therefrom to the Contracting Party; and

7.9.5. the implementation or improvement of an integrity program, in accordance with the rules and guidelines of the regulatory agencies.

7.10. Acts classified as administrative violations under Law No. 14,133 of 2021, or under other public procurement and contracting laws of the Public Administration that are also classified as harmful acts under Law No. 12,846 of 2013 shall be investigated and adjudicated jointly, in the same proceedings, in accordance with the procedural rules and competent authority defined in said Law.

7.11. The legal personality of the Contractor may be disregarded whenever it is used in an abuse of rights to facilitate, conceal, or disguise the commission of the unlawful acts provided for in these Terms of Reference or to cause confusion regarding assets, and, in such cases, all effects of the sanctions imposed on the legal entity shall be extended to its administrators and partners with management powers, to the successor legal entity, or to a company in the same industry that has a relationship of affiliation or control, de facto or de jure, with the Contractor, subject, in all cases, to the right to a hearing, full defense, and the requirement for prior legal review.

7.12. The Contracting Party shall, within a maximum period of 15 (fifteen) business days from the date of imposition of the sanction, report and keep updated the data regarding the sanctions it has imposed, for the purpose of publication in the National Registry of Unfit and Suspended Companies (CEIS) and the National Registry of Penalized Companies (CNEP), established within the scope of the Federal Executive Branch.

7.12.1. The penalties must be registered in SICAF.

7.13. Sanctions involving disqualification from bidding and contracting and declarations of ineligibility to bid or contract are subject to reinstatement pursuant to Article 163 of Law No. 14,133 of 2021.

7.14. The Contractor's debts to the Contracting Authority, resulting from administrative fines and/or indemnities, not yet recorded as outstanding debt, may be offset, in whole or in part, against credits owed by said agency arising from this same contract or from other administrative contracts that the Contractor has with the same agency, now the Contracting Authority, in accordance with SEGES/ME Normative Instruction No. 26, dated April 13, 2022.

## 8. MEASUREMENT AND PAYMENT CRITERIA

### Receipt

8.1. The goods will be provisionally accepted, in a summary manner[A1], upon delivery, together with the invoice or equivalent billing document, by the person responsible for monitoring and inspecting the contract, for the purpose of subsequent verification of their compliance with the specifications set forth in the Terms of Reference and in the proposal.

8.2. The goods may be rejected, in whole or in part, even prior to provisional acceptance, if they do not comply with the specifications set forth in the Terms of Reference and the proposal, and must be replaced within 5 (five) days from notification to the contractor, at the contractor's expense, without prejudice to the application of penalties.

8.3. Final acceptance shall occur within five (5) business days from the Administration's receipt of the invoice or equivalent billing document, following verification of the quality and quantity of the materials and subsequent acceptance via a detailed acceptance document.

8.4. For contracts arising from expenses whose amounts do not exceed the limit referred to in item II of Article 75 of Law No. 14,133 of 2021, the maximum period for final acceptance shall be up to five (5) business days.

8.5. The deadline for final acceptance may be exceptionally extended, with justification, for an equal period, when there is a need for measures to verify compliance with contractual requirements.

8.6. In the event of a dispute regarding the performance of the contract, concerning scope, quality, and quantity, the provisions of Article 143 of Law No. 14,133 of 2021 must be observed, and the company must be notified to issue an invoice for the undisputed portion of the contract's performance, for the purposes of settlement and payment.

8.7. The deadline for the Contractor to resolve inconsistencies in the performance of the contract or to correct the invoice or equivalent billing document, as identified by the Administration during the pre-settlement review of expenses, shall not be counted toward the final acceptance.

8.8. Provisional or final acceptance shall not exclude civil liability for the soundness and safety of the goods nor ethical-professional liability for the perfect performance of the contract.

8.9. Assembly, installation, and any other activities necessary for the operation or use of the goods shall be the responsibility of the Contractor and are a condition for acceptance of the subject matter.

## **Settlement**

8.10. Upon receipt of the Invoice or equivalent billing document, a period of ten business days shall run for settlement purposes, in accordance with this section, extendable for an equal period, pursuant to Article 7, Paragraph 3 of SEGES/ME Normative Instruction No. 77/2022.

8.11. The period referred to in the preceding item shall be reduced by half, while maintaining the possibility of extension, in the case of contracts arising from expenses whose amounts do not exceed the limit referred to in item II of Article 75 of Law No. 14,133 of 2021.

8.12. For settlement purposes, the competent department must verify whether the invoice or equivalent billing document submitted contains the necessary and essential elements of the document, such as:

- 8.12.1. the validity period;
- 8.12.2. the date of issuance;
- 8.12.3. the contract details and the contracting entity;
- 8.12.4. the respective contract performance period;
- 8.12.5. the amount payable; and
- 8.12.6. any breakdown of applicable tax withholdings.

8.13. If there is an error in the issuance of the invoice or equivalent billing document, or any circumstance that prevents the settlement of the expense, the expense will be suspended until the Contractor takes corrective measures; the deadline will resume after proof of the situation's resolution, at no cost to the Contracting Party;

8.14. The invoice or equivalent billing document must be accompanied by proof of tax compliance, verified through an online query to SICAF or, if access to said System is unavailable, through consultation of the official websites or the documentation mentioned in Article 68 of Law No. 14,133 of 2021.

8.15. The Administration must consult SICAF to:

8.15.1 verify compliance with the required qualification conditions;

8.15.2. identify any possible reason that may prevent participation in bidding/contracting within the scope of the agency or entity, such as a prohibition on contracting with the Administration or with the Government, as well as indirect impediments.

8.16. If SICAF confirms an irregularity regarding the Contractor, the Contractor shall be notified in writing to regularize its situation within 5 (five) business days or, within the same period, to submit its defense. The deadline may be extended once, for an equal period, at the discretion of the Contracting Authority.

8.17. If the situation is not rectified or if the defense is deemed unfounded, the Contracting Party shall notify the agencies responsible for monitoring tax compliance regarding the Contractor's default, as well as regarding the existence of a payment due, so that the relevant and necessary measures may be taken to ensure the collection of its receivables.

8.18. If the irregularity persists, the Contracting Party shall take the necessary measures to terminate the contract within the records of the corresponding administrative proceeding, ensuring the Contractor a full right to defense.

8.19. Upon effective performance of the contract, payments will be made as usual until a decision is made to terminate the contract, should the Contractor fail to regularize its situation with SICAF.

## **Payment Term**

8.20. Payment shall be made within ten (10) business days from the finalization of the expense settlement, as per the preceding section, in accordance with SEGES/ME Normative Instruction No. 77 of 2022.

8.21. In the event of a delay by the Contracting Party, the amounts owed to the Contractor shall be adjusted for inflation from the end of the payment period until the date of actual payment, using the IPCA (Broad National Consumer Price Index) for monetary adjustment.

## **Method of Payment**

8.22. Payment shall be made by bank order, to be credited to the bank, branch, and checking account indicated by the Contractor.

8.23. The date of payment shall be the date on which the bank order for payment is issued.

8.24. At the time of payment, the tax withholding provided for in applicable law will be applied.

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

8.26. The Contractor who is a regular participant in the Simples Nacional tax regime, pursuant to Complementary Law No. 123 of 2006, shall not be subject to tax withholding with respect to the taxes and contributions covered by that regime. However, payment shall be conditional upon the presentation of proof, through an official document, that the Contractor is entitled to the favorable tax treatment provided for in said Complementary Law.

#### **Assignment of Credit**

8.27. Assignments of receivables shall be subject to prior approval by the Contracting Party.

8.27.1. The effectiveness of the credit assignment, with respect to the Administration, is subject to the execution of an amendment to the administrative contract.

8.27.2. Without prejudice to the Contractor's (assignor's) regular fulfillment of the contractual obligation to comply with all qualification conditions, 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 barred from bidding and contracting with the Government, in accordance with applicable law, or from receiving tax or credit benefits or incentives, directly or indirectly, pursuant to Article 12 of Law No. 8,429 of 1992, under the terms of Opinion JL-01 of May 18, 2020.

8.27.3. The amount to be paid to the assignee is exactly that which would have been paid to the assignor (Contractor) for the performance of the contractual obligation, with all defenses and exceptions to payment, as well as all other clauses exceeding the scope of common law applicable under the public law regime governing administrative contracts, remaining entirely unaffected, including the possibility of payment into a designated account or payment upon effective proof of the triggering event, where applicable, and the deduction of fines, disallowances, and losses caused to the Administration.

8.27.4. The assignment of credit shall not affect the performance of the contracted subject matter, which shall remain under the full responsibility of the Contractor.[A13]

8.28. The provisions of this section do not affect the credit operations addressed in SEGES/MGI Normative Instruction No. 82, dated February 21, 2025, which are governed by said Instruction.

#### **Adjustment**

8.29. The prices initially contracted are fixed and non-adjustable for a period of one year from the date of the estimated budget, on March 10 /03/2026.

## **9. METHOD AND CRITERIA FOR SUPPLIER SELECTION AND METHOD OF SUPPLY**

#### **Method of selection and criteria for evaluating the proposal**

9.1 The supplier will be selected through an electronic bidding waiver procedure, based on the provisions of Article 75, item II of Law No. 14,133/2021, which will result in the selection of the proposal with the lowest price per item.

9.1.1. The legal, fiscal, social, and labor qualification requirements are standard for most procurement objects, as set forth in Annex I of the Direct Contracting Notice.

9.2. *The supplier will be selected through direct contracting pursuant to Article 75, subsection II, of Law No. 14,133, dated April 1, 2021, based on the following grounds: 1) A value consistent with the exemption provided for by law, meeting the updated limit; 2) The measure is strategic to ensure the timely availability of the material for the start of security operations in the 2026 election, given the greater procedural agility of this process compared to electronic auctions and the low value of the contract.*

#### **Form of Supply**

9.3. The supply of the subject matter shall be in full.

#### **Qualification requirements**

9.4. For qualification purposes, the interested party must demonstrate compliance with the following requirements:

#### **Tax, social security, and labor compliance**

9.5. In accordance with Article 20 of IN SEGES/ME No. 67/2021, since this is a contract for immediate delivery, legal entities will only be required to provide proof of compliance with federal tax, social security, and labor regulations, and individuals will only be required to provide proof of clearance with the Federal Revenue Service, as detailed below.

9.6. Proof of registration in the National Register of Legal Entities or the Individual Taxpayer Registry, as applicable;

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

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

9.9. Proof of no outstanding debts before the Labor Courts, by presenting a negative certificate or a positive certificate with negative effect, pursuant to Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, dated May 1, 1943;

9.10. If the supplier is considered exempt from taxes related to the subject matter of the contract, they must prove such status by submitting a declaration from the relevant tax authority of their domicile or headquarters, or an equivalent document, in accordance with the law.

9.11. A supplier classified as an individual microentrepreneur who intends to avail themselves of the benefits of the preferential treatment provided for in Complementary Law No. 123 of 2006 shall be exempt from providing proof of registration in the state and municipal taxpayer registries.

### **Technical Qualification**

9.12. *Proof of capability to supply similar goods, of technological and operational complexity equivalent to or greater than that of the subject matter of this contract, or of the relevant item, through the submission of certificates or attestations issued by public or private legal entities, or by the competent professional council, where applicable.*

9.12.1. *For the purposes of the proof referred to in this subitem, the attestations must relate to contracts executed with the following minimum characteristics:*

9.12.1.1. Supply of ballistic protection equipment (cases, vests, or shields) of Level III-A or higher.

9.12.1.2. A minimum quantity of 2 (two) units, equivalent to 50% of the total demand, for the purpose of proving technical and operational capacity.

9.12.1.3. Submission by the Contractor of the National Institute of Justice (NIJ) 0101.08 or NIJ 0101.06 certification for the equipment in question.

9.12.1.4. *For the purpose of demonstrating the required minimum quantity, the submission and aggregation of different certificates related to contracts executed concurrently will be accepted.*

9.12.1.5. *Certificates of technical capacity may be submitted in the name of the supplier's parent company or subsidiary.*

9.12.1.6. *The supplier shall provide all information necessary to verify the authenticity of the certificates, submitting, when requested by the Administration, a copy of the contract supporting the engagement, the current address of the Contracting Party, and the location where the contracted work was performed, among other documents.*

9.13. Proof of compliance with the control and inspection requirements for Products Controlled by the Army (PCE), as provided for in Decree No. 11,615 of July 21, 2023, and Ordinance No. 124 - COLOG of December 7, 2017, when applicable to the subject matter or nature of the bidder.

### **General provisions on qualification**

9.14. When the participation of foreign companies not operating in the country is permitted, qualification requirements shall be met through equivalent documents, initially submitted in a free translation.

9.15. In the event that the supplier is a foreign company that does not operate in the country, for the signing of the contract or the price registration minutes or the acceptance of the equivalent instrument, the documents required for qualification shall be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any subsequent decree that may replace it, or consularized by the respective consulates or embassies.

9.16. Qualification documents indicating different CNPJ/CPF numbers will not be accepted, except for those legally permitted.

9.17. If the supplier is the parent company, all documents must be in the name of the parent company, and if the supplier is a subsidiary, all documents must be in the name of the subsidiary, except for certificates of technical capacity, and in the case of those documents which, by their very nature, are demonstrably issued only in the name of the parent company.

9.18. CNPJ registrations for the parent company and subsidiary with differences in document numbers pertaining to the CND and CRF/FGTS will be accepted when the centralization of the collection of these contributions is proven.

## 10. ESTIMATED CONTRACT VALUE

10.1. The total estimated cost of the contract, which corresponds to the maximum acceptable amount, is R\$ 56,578.44 (Fifty-six thousand, five hundred seventy-eight reais and forty-four centavos), in accordance with the unit costs set forth in **the table contained in item 1.1 above**.

10.2. The cost estimate took into account the risk involved in the contract and its allocation between the Contracting Party and the Contractor, as specified in the risk matrix contained in the Contract.

## 11. BUDGET ALLOCATION

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

11.2. *The contract will be funded by the following allocation:*

I) *Management/unit: 200334 - DPP/PF;*

II) *Source of funds: 1000000000;*

III) *Work program: 2726 (PREVENTION AND SUPPRESSION OF ILLEGAL DRUG TRAFFICKING AND CRIMES COMMITTED AGAINST THE FEDERAL GOVERNMENT'S PROPERTY, SERVICES, AND INTERESTS);*

IV) *Expenditure item: 449052;*

V) *Internal plan: 000V (PREVENTION AND SUPPRESSION OF ELECTORAL CRIMES); and*

VI) *Budget Availability Statement - DDO - SPO No. 200334-319/2026 (SEI No. 145491576)*

11.3. *The appropriation for subsequent fiscal years will be indicated after approval of the respective Budget Law and release of the corresponding funds, by means of an addendum.*

## 12. FINAL PROVISIONS

12.1. The information contained in these Terms of Reference is not classified as confidential

*Brasília, on the date of the electronic signature*

Bruno de Carvalho Barros

Administrative Officer

Identification and signature of the responsible employee (or team)

## 13. ANNEX I

### Rules applicable to the instrument replacing the contract

***(Small-value contracts—Art. 95, item I, of Law No. 14,133/2021, Normative Guidance No. 84, of May 17, 2024)***

### 1. FORMALIZATION OF THE CONTRACT

- 1.1. The successful bidder shall have a *period of 5 (five) days*, counted from the date of their notification, to accept the *Letter of Commitment*, under penalty of forfeiting the right to the contract, without prejudice to the penalties provided for.
- 1.2. The deadline may be extended for an equal period upon a justified request by the successful bidder and acceptance by the Administration.
- 1.3. The successful bidder's acceptance of the equivalent instrument implies acknowledgment that:
  - 1.3.1 said instrument replaces the contract, and the provisions of Law No. 14,133/2021 apply to it;
  - 1.3.2 the Contractor is bound by its proposal and by the provisions contained in *the Electronic Exemption Notice*, the Terms of Reference, and their annexes, in accordance with the Acknowledgment and Agreement (Annex II).

### 2. TERM AND EXTENSION

- 2.1. *The term of the contract is that established in the Terms of Reference, pursuant to Article 105 of Law No. 14,133 of 2021.*
- 2.2. *The term of validity shall be automatically extended, regardless of any amendment, if the subject matter is not completed within the period set forth above, subject to the applicable measures in the event of fault on the part of the Contractor, as provided for in this instrument.*

### 3. OBLIGATIONS OF THE CONTRACTING PARTY

- 3.1. The Contractor's obligations are as follows:
  - 3.1.1. To require compliance with all obligations assumed by the Contractor, in accordance with the Terms of Reference and its annexes;
  - 3.1.2. To accept the subject matter within the timeframe and under the conditions established in the Terms of Reference;
  - 3.1.3. Notify the Contractor, in writing, of any defects, flaws, inaccuracies, imperfections, failures, or irregularities found in

performance of the contractual subject matter, setting a deadline for its replacement, repair, or correction, in whole or in part, at the Contractor's expense, ensuring that the solutions proposed by the Contractor are the most appropriate;

3.1.4. Monitor and oversee the performance of the contract and the Contractor's compliance with its obligations;

3.1.5. Make payment to the Contractor for the amount corresponding to the supply of the subject matter, within the timeframe, in the manner, and under the conditions established in the Terms of Reference and in this Annex;

3.1.6. Apply to the Contractor the penalties provided for by law and in the Terms of Reference;

3.1.7. Notify the legal representation office of the Office of the Attorney General of the Union to take appropriate measures in the event of non-compliance with obligations by the Contractor;

3.1.8. Explicitly issue a decision on all requests and complaints related to the performance of the contract, except for requests that are manifestly irrelevant, merely dilatory, or of no interest to the proper performance of the agreement.

3.1.8.1. The Administration shall have a period of 2 (*two*) *business days*, counting from the date of receipt of the request, to decide, subject to a justified extension for an equal period.

3.1.9. Respond to any requests for the restoration of economic and financial balance made by the Contractor within a maximum period of 5 (five) days.

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

3.2. The Administration shall not be liable for any commitments assumed by the Contractor with third parties, even if related to the performance of the contractual scope, nor for any damage caused to third parties as a result of acts by the Contractor, its employees, agents, or subordinates.

#### **4. OBLIGATIONS OF THE CONTRACTOR[A8]**

4.1. The Contractor must fulfill all obligations set forth in the Terms of Reference and this Annex, assuming as its own the risks and expenses arising from the proper and complete performance of the subject matter, and further complying with the obligations set forth below:

4.1.1. Be liable for defects and damages arising from the subject matter, in accordance with the Consumer Protection Code;

4.1.2. Notify the Contracting Party, no later than 24 (twenty-four) hours prior to the delivery date, of any reasons preventing compliance with the scheduled deadline, with proper supporting documentation;

4.1.3. Comply with the regular determinations issued by the contractual inspector or manager or a higher authority and provide any clarification or information requested by them;

4.1.4. Repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part, within the timeframe set by the contract supervisor, any goods found to have defects, flaws, or errors resulting from the execution of the contract or the materials used;<sup>[A10]</sup>

4.1.5. Be liable for defects and damages arising from the performance of the contract, as well as for any and all damages caused to the Administration or third parties, without this liability being limited to the supervision or monitoring of the contract's performance by the Contracting Party, which shall be authorized to deduct from the payments due or from the guarantee, if required, the amount corresponding to the damages suffered;

4.1.6. When it is not possible to verify compliance in the Supplier Registration System (SICAF), the Contractor must submit the following documents to the department responsible for contract supervision, along with the Invoice for payment purposes:

4.1.6.1. proof of good standing with Social Security;

4.1.6.2. a joint certificate regarding federal taxes and the Federal Government's Active Debt;

4.1.6.3. certificates proving compliance with the State or District Treasury of the Contractor's domicile or headquarters;

4.1.6.4. FGTS Compliance Certificate – CRF; and

4.1.6.5. Certificate of No Labor Debts – CNDT;

4.1.7. Be responsible for compliance with all labor, social security, tax, commercial, and other obligations provided for in specific legislation, the non-compliance with which does not transfer liability to the Contracting Party and shall not encumber the subject matter of the contract;

4.1.8. Notify the Inspector, within twenty-four (24) hours, of any abnormal occurrence or accident that occurs at the site where the subject matter of the contract is being performed.

4.1.9. Suspend, at the Contracting Party's direction, any activity that is not being performed in accordance with best practices or that endangers the safety of persons or the property of third parties.

4.1.10. Maintain, throughout the term of the contract and in accordance with the obligations assumed, all conditions required for eligibility in the bidding process or for qualification in direct contracting;

4.1.11. Comply, throughout the entire contract execution period, with the job quotas established by law for persons with disabilities, for Social Security beneficiaries who have been rehabilitated, or for apprentices, as well as with the job quotas provided for in the legislation;

4.1.12. Provide proof of the job quotas referred to in the clause above, within the deadline set by the contract oversight body, indicating



of the employees who filled the aforementioned positions;

4.1.13. Maintain confidentiality regarding all information obtained as a result of the performance of the contract;

4.1.14. Bear the burden arising from any error in the quantification of the quantities in its proposal, including variable costs arising from future and uncertain factors, and shall supplement them if what was initially provided for in its proposal is not sufficient to fulfill the subject matter of the contract, except when any of the events listed in Article 124, II, d, of Law No. 14,133 of 2021 occurs;

4.1.15. Comply, in addition to the applicable federal, state, or municipal legal requirements, with the Contracting Party's safety standards;

## 5. TERMINATION OF THE CONTRACT

5.1. *The contract shall be terminated upon fulfillment of the obligations of both parties, even if this occurs prior to the stipulated term.*

5.2. *If the obligations are not fulfilled within the stipulated term, the term of the contract shall be extended until the completion of the subject matter, in which case the Administration shall arrange for the readjustment of the schedule established for the contract.*

5.3. *When the failure to complete the subject matter referred to in the preceding item is due to the Contractor's fault:*

5.3.1. *the Contractor shall be deemed to be in default, and the respective administrative sanctions shall apply; and*

5.3.2. *the Administration may opt to terminate the contract and, in such case, shall adopt the measures permitted by law to ensure the continued performance of the contract.*<sup>[A13]</sup>

5.4. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the set deadline, for any of the reasons provided for in Article 137 of Law No. 14,133/21, as well as by mutual agreement, provided that the right to be heard and the

full right to a defense.

5.4.1. In this case, Articles 138 and 139 of the same Law also apply.

5.4.2. A change in corporate structure or a modification of the company's purpose or structure shall not give rise to termination unless it restricts its ability to fulfill the contract's purpose.

5.4.2.1. If the transaction involves a change in the contracting legal entity, an amendment must be formalized to subjective amendment.

5.5. The termination agreement, whenever possible, shall be preceded by:

5.5.1. A summary of contractual obligations already fulfilled or partially fulfilled;

5.5.2. A list of payments already made and those still due;

5.5.3. Compensation and penalties.

5.6. Contract termination does not preclude the recognition of economic and financial imbalance, in which case compensation will be granted through a compensation agreement.

5.7. The contract may be terminated if it is found that the Contractor maintains a technical, commercial, economic, financial, labor, or civil relationship with an officer of the contracting agency or entity, or with a public official who has performed a role in the bidding process or direct contracting, or who is involved in contract oversight or management, or who is the spouse, partner, or direct relative, or by affinity, up to the third degree.

## 6. OMISSIONS

6.1. Any matters **not covered herein shall be decided by the Contracting Party in accordance with the provisions of Law No. 14,133 of 2021 and other applicable federal regulations and, in the alternative, in accordance with the provisions of Law No. 8,078 of 1990—the Consumer Protection Code—and general contractual rules and principles.**

## 7. AMENDMENTS

7.1. Any contractual amendments shall be governed by the provisions of Articles 124 et seq. of Law No. 14,133 of 2021.

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

7.3. Deletions resulting from an agreement entered into between the contracting parties may exceed the limit of 25% (twenty-five percent) of the updated initial contract value.<sup>[A18]</sup>

7.4. Contractual amendments must be made by executing an amendment agreement, subject to prior approval by the Contracting Party's legal counsel, except in cases of justified need to bring forward their effects, in which case the formalization of the amendment must occur within a maximum period of 1 (one) month.

7.5. Records that do not constitute contractual amendments may be made by simple addendum, without the need to execute an amendment, pursuant to Article 136 of Law No. 14,133 of 2021.

## 8. JURISDICTION

8.1. The Federal Court in Brasília, Judicial Section of the Federal District, is hereby designated to resolve disputes

arise from the performance of this contract and cannot be resolved through conciliation, pursuant to Article 92, Paragraph 1, of Law No. 14,133 of 2021.

14. ANNEX II

STATEMENT OF ACKNOWLEDGMENT AND AGREEMENT[A1]

By means of this instrument,.....(*identify the Contractor*) hereby declares that they are aware of and agree to the provisions and obligations set forth in the *Direct Contracting Notice*, the Terms of Reference, and the other annexes referred to in *Electronic Exemption* No. ..../2026, as well as that it assumes responsibility, under penalty of law, for the accuracy and legitimacy of the information and documents submitted during the contracting process.

City-State, ..... of ..... 20.... .

\_\_\_\_\_  
(Name and Position of Legal Representative)

15. Responsible Parties

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

BRUNO DE CARVALHO BARROS  
Support Team



*Signed electronically on May 4, 2026, at 1:26:05 p.m.*



FEDERAL PUBLIC SERVICE MJSP  
- FEDERAL POLICE  
LOGISTICS RESOURCES DIVISION - DILOG/CGLOG/DPP/PF  
ANNEX I  
**PROPOSAL TEMPLATE - FOREIGN COMPANY NOT OPERATING IN BRAZIL**  
**(use of company letterhead is mandatory)**

\_\_\_\_\_, \_\_\_\_\_ dated \_\_\_\_\_ 2026.

Company Name (Name/Legal Name) \_\_\_\_\_,

CNPJ No. \_\_\_\_\_,

Legal Representative: Mr./Ms. \_\_\_\_\_,

Individual Tax ID No. \_\_\_\_\_,

Address: \_\_\_\_\_

ZIP Code: \_\_\_\_\_,

City/State: \_\_\_\_\_,

Country: \_\_\_\_\_.

**PRICE COMPOSITION SPREADSHEET**

(A) Complete description of item 1:	Ballistic protection with protection level IIIA
(B) Total quantity (units) of item 1:	6
(C) Unit customs value (foreign currency)	
(D) PTAX exchange rate (as of the bid date)	
(E) Unit customs value converted to BRL: $E = C \times D$	
(F) Other expenses:	
opening of a letter of credit: other:	
(G) Final unit price:	

(O) Total Final Price:	
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The total bid amount is R\$\_\_\_\_\_ (in figures and in words), with the bid's base date being the date of the auction's opening, **EXCLUDING taxes that apply exclusively to Brazilian bidders.**

**A foreign company not operating in the country shall submit its bid WITHOUT including the taxes that apply to the final sale transaction in the Brazilian domestic market, since the contracting agent or committee will, for the purpose of bid equalization, apply a simulated increase in the cost of the taxes that apply to the final sale transaction in the domestic market.**

### DECLARATION

We declare that the prices offered include labor costs, social, labor, tax, social security, and commercial charges of the country of origin, insurance, and any other expenses that apply or may apply to the subject matter of this contract.

We declare our full and unrestricted acceptance of the terms of this Notice and its Annexes, as well as that the amounts presented in our bid include all costs to be borne by the contractor that may be incurred in connection with the subject matter of this bid, as described in the terms of reference.

We declare that we are aware that the omission of any expense or cost necessary for the proper execution of the subject matter of this contract will be interpreted as non-existent or already included in the prices, and we may not claim any additional amounts after the submission of the proposal.

We declare that the proposal submitted fully complies with the specifications and conditions established in the terms of reference.

We declare that the deadlines will be those indicated or requested in accordance with the terms of

We declare that we accept additions or deletions of up to 25% (twenty-five percent) of the updated contract value, in accordance with Article 125 of Law 14.133/21.

#### General Remarks:

- The contractor's proposal must include a training program available to users who will utilize the technological tool. This training must cover, at a minimum, introductory concepts of the tool; functionalities and applications; all in the local language. As new features are added to the tool, the CONTRACTOR will provide the corresponding updates to Federal Police personnel. Training will also be provided for in the Contract to be executed. This training must be conducted in person, at the Contractor's expense.
- Foreign and Brazilian bidders are permitted to quote prices in foreign currency;
- The company may submit the proposal in foreign currency; however, in the system, all amounts must be converted and recorded in Brazilian Real, as this is the currency accepted by the electronic system.

Details of the person authorized to sign the Contract/equivalent Instrument:

Full name, nationality, marital status, profession, address, CPF, ID card, whose powers are conferred by the articles of incorporation or a specific power of attorney for this purpose.

Place/date

\_\_\_\_\_  
Company signature and stamp

Note: The bid will be adjusted by the bidder in accordance with the final result of the competitive phase, taking into account the recorded amounts.



Document electronically signed by **ANDRE LUSTOSA AVILA**, Federal Police Clerk, on May 13, 2026, at 4:00 PM, according to Brasília official time, pursuant to Article 6, Paragraph 1, of [Decree No. 8,539, dated October 8, 2015](#).



The authenticity of this document can be verified at [https://sei4.pf.gov.br/sei/controlador\\_externo.php?acao=documento\\_conferir&id\\_orgao\\_acesso\\_externo=0&cv=146078387&crc=C34E3C4B](https://sei4.pf.gov.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0&cv=146078387&crc=C34E3C4B).  
Verification code: **146078387** and CRC code: **C34E3C4B**.

Reference: Case No. 08200.004476/2026-12

SEI No. 146078387

## ADMINISTRATION COORDINATION-COAD

# Preliminary Technical Study 19/2026

## 1. Basic Information

Case Number: 08200.004476/2026-12

## 2. Description of Need

The basis for the intended contract lies in the need to uphold two main pillars within the current scenario: providing a high level of security for lives under the protection of the Federal Police and implementing the best technologies in dignitary security in accordance with the institutional guidelines of this agency.

This requirement is intrinsically linked to the competencies and operational activities of the Directorate of Personal Protection (DPP/PF), which include:

- **Protection of Officials and Dignitaries:** The unit is directly responsible for the teams that provide close protection for **the Minister of Justice** and other officials under the Federal Police's jurisdiction.
- **Security in Electoral Campaigns:** The DPP is responsible for providing protection to **candidates for the Presidency of the Republic** in 2026. This activity requires high levels of vigilance and prevention, given the history of attacks against candidates in previous elections (2018 and 2022).
- **Witness Protection Program:** The DPP maintains specialized teams for the protection of **key witnesses**, ensuring the physical safety of individuals crucial to investigations and legal proceedings.
- **Operational Doctrine and National Standardization:** Through the **Dignitary Security Units (GSD)**, established in the 27 Regional Superintendencies, the DPP coordinates the implementation of the close protection operational doctrine. The use of the ballistic briefcase is an integral part of this doctrine, being essential for **PRR (Protect, Retreat, and React)** procedures and to serve as a protective barrier in locations where the dignitary interacts with the public.

Through this procurement process, this Division intends to acquire **6 (six) units of Ballistic Protection Briefcases with protection level IIIA, in accordance with NIJ 0101.06 or higher**, with the aim of providing the Federal Police with equipment that is necessary and appropriate (if not urgent) for the VIP security activities carried out by this institution, which, in accordance with its current operational doctrine, requires that the characteristics of these requested items possess specific attributes.

The quantity is based on the need to protect 10 (ten) candidates for the Presidency of the Republic in the **2026** election. Considering the current stock of 6 units (purchased in 2022), the new acquisition will total **12 (twelve) units**, allowing for the full protection of dignitaries and the maintenance of a **technical reserve** (approximately 20%) for potential replacements and operational contingencies.

Since 2021, pursuant to Ordinance 14.457-DG/PF, dated January 13, 2021, Dignitary Security Units (GSD) have been established in all Regional Superintendencies of the Federal Police, totaling 27 (twenty-seven) specialized units. Additionally, within the scope of this Coordination, two teams responsible for protecting the Honorable Minister of Justice and special witnesses under the witness protection program.

It is imperative to emphasize that in the current year of 2026 there will be presidential elections, at which time, as in previous elections (2018 and 2022), protection will be provided for up to 10 candidates for the Presidency of the Federative Republic of Brazil. Given the history of attacks against candidates in previous elections, alert and prevention levels tend to be even higher, requiring modern and reliable equipment for the protection of officials.

The Federal Police's current Dignitary Security doctrine, developed by this Coordination Office with the support of the National Police Academy, addresses the operations of personal protection teams using equipment known as a "ballistic briefcase," which provides greater protection to the dignitary/protectee in situations where the risk level is high.

With this equipment, in the event of an attack on the dignitary's life, the police officer designated by the doctrine as the "Ballistic Briefcase" operator can protect the official against gunfire and other materials used to attack the protected individuals.

Thus, this equipment must provide **mobile and discreet protection** in the closed form of an “**executive-style**” **briefcase**, allowing for **easy transport by the operator**; it must be **waterproof, with high resistance to abrasion and tensile strength**, and feature a **tactical closure for easy and rapid opening** and operational use by the operator. In summary, **the most essential attributes that the equipment must possess are flexibility, quick deployment for operation, and low weight (lightness)**, whose benchmark parameters will be demonstrated in item 4 of this document.

This acquisition is in accordance with the following Institutional Objective and Strategic Action, which states as follows:

*"9.7. Institutional Objective: Optimize the Use of Assets and Material Resources - Modernize the management of the institution's assets and material resources, improving their use and utilization.*

*9.7.3. Strategic Action: Procurement Management - Guide, formalize, execute, and manage the procurement of goods and services, participating in the development of procurement processes in all their forms, with the aim of rationalizing acquisitions with a focus on cost-effectiveness."*

The purpose of this document is to standardize knowledge regarding existing products and their respective manufacturers, as well as to inform current decisions with future impacts arising from the definition of formats/models deemed viable and relevant to police activities.

### 3. Requesting Department

Requesting Department	Person in Charge
General Coordination of Logistics and Operational Support - CGLOG	Carla Maria de Oliveira Costardi

### 4. Description of Procurement Requirements

The intended procurement concerns portable ballistic vests intended for use in VIP security operations, with the aim of providing discreet and immediate ballistic protection against armed threats during travel, public events, or emergency situations.

The use of ballistic plates is not a new concept in the field of VIP security, as it is part of the doctrine currently employed by the Federal Police. This type of equipment is part of the suite of solutions used by **close protection** teams, providing security agents with a **portable means of armor** that can be deployed both preventively and reactively.

The effective use of these cases became evident following the attack on then-presidential candidate Jair Bolsonaro during the last elections in Brazil, where he was stabbed in the abdomen during his campaign. This incident highlighted the possibility and necessity of using this type of equipment as a desired standard for close protection teams.

Given the country's current political and social context, as well as the approaching **2026** election cycle, it is foreseeable that there will be a high degree of public mobilization and a potential intensification of partisan political positions during the election campaign. This environment may increase the exposure of candidates and officials to the risk of attacks at public events, during travel, and in interactions with voters—circumstances that require the adoption of additional protective measures by the teams responsible for the security of dignitaries.

In this context, the use of **portable ballistic briefcases** serves as an additional protective resource, capable of contributing to risk mitigation during close protection activities, especially in situations involving close proximity to the public or environments with limited access control.

It should be noted that the use of this type of equipment is already observed in other institutions responsible for protecting officials in the country, such as the protection teams of **the Institutional Security Office of the Presidency of the Republic (GSI)**, which use ballistic briefcases both during travel and during public appearances by the protected individual.

In these situations, the ballistic briefcase can fulfill two main functions within the doctrine of dignitary security:

- **Application in the P-R-R (Protect, Retreat, and React) procedure**, allowing for the rapid deployment of a ballistic barrier between the protected individual and a potential assailant during an emergency retreat;
- **Used as a protective barrier** when the protected individual is making statements or interacting in locations that have not been pre-scanned or where it is not possible to maintain a safe distance from the public.



In the latter scenario, the briefcase can be positioned in front of the protected individual, covering vital areas of the body, especially **the torso and abdomen**, functioning as a portable protective shield.

Although this method of use is not historically formalized in classical doctrines of dignitary protection, it is observed that its use has become increasingly common among **executive and government protection teams in various countries**, due to its practicality, discretion, and rapid response capability in critical situations.

The Federal Police intends to use the plates both for the PRR and as protective shields. Once their acquisition is complete, they will be used both in routine security operations carried out by the Decentralized Dignitary Security Groups and by the protection teams for presidential candidates in the upcoming elections.

It should also be noted that the procedure for using the plates will not be part of a specific doctrine, but will be taught by Dignitary Security instructors both in Professional Training Courses and in refresher sessions throughout the year.

Upon reviewing the notes contained in the related files and the intended use of the ballistic case—a well-known tool in the protection of dignitaries—we believe it is necessary to add some observations in order to better guide the staff who will draft the Terms of Reference for the procurement of the equipment.

#### **4.1. APPROPRIATE WEIGHT LIMIT:**

In the Federal Police's doctrine for dignitary security, the positions of the security cell's personnel are fixed during the execution of protection; that is, whoever is assigned to a position remains in that position until the end of the mission. Although it is advisable to rotate the "briefcase handler" after a certain period of time, we must estimate the maximum weight considering the inability to rotate personnel during the mission.

Thus, the weight of the ballistic briefcase must be taken into account so that it does not become an obstacle to its use. The models available on the market are as varied as possible and designed for diverse uses. In the context of VIP security, we understand that the lighter the briefcase, the easier it is to handle during operations.

Drawing a parallel with another important piece of police protective gear, we can see that the standard CBC ballistic vest, with Level III protection resistant to 9mm ammunition, has an average weight of 2.5 kg to a maximum of 3 kg, since each polyethylene plate weighs an average of 1 kg, according to the manufacturer's specifications.

Looking at another important piece of equipment used by the Federal Police, we see that the HK G36 rifle weighs an average of 3.63 kg. Now, if a police officer in operational gear carries long equipment weighing 3.63 kg, it is unreasonable to require a security agent for dignitaries to carry a ballistic case that is much heavier than this, given that it must be easy to transport and use covertly when closed.

It is understood that the limit would be to consider cases weighing no more than 100% of the G36 rifle's weight. In other words, the case's weight limit would be 7.26 kg.

It must be considered that this case will be carried during all movements and will be positioned open in front of the dignitary during stops for interaction with the public.

The ideal weight would therefore be approximately that of a rifle, consistent with operational training for other Federal Police units.

Based on the above, the ideal weight of the ballistic case is defined as **around 4 kg** and the maximum allowable weight as 7.5 kg, both rounded up as appropriate.

#### **4.2. SIZE AND DIMENSIONS OF THE BAG:**

Objectively speaking, one might think that the smaller, the better.

However, it is necessary to consider the purpose of the case, which is to protect the dignitary from any attack on the vital regions of the chest and abdomen, at a minimum.

According to Professor Guanís de Barros Vilela of CPAQV—the Center for Advanced Research on Quality of Life—the adult human torso accounts for between 29% and 30% of the individual's total height.

If we consider the average height of Brazilian men to be between 1.75 m and 1.85 m, the torso measures between 52.5 cm and 55.5 cm.

The ballistic vest, when opened, must therefore be able to cover at least 60 cm (rounded up).

We understand this to be the minimum acceptable requirement; however, ideally, it should cover at least vital areas (torso) and legs to enable movement during an escape in a PRR procedure.

Thus, the minimum, considering the distance from shoulders to knees, would be 1 meter.

Note that this is the key measurement; the vest may be divided into 2, 3, or 4 protective plates, provided the total protective area **is at least 1 meter**.

#### **4.3. OPENING TYPE:**

For use in dignitary security, considering emergency use during PRR, the opening must be tactical, i.e., quick when needed. The opening system may vary, but the case must open in a simple, single-action process; it is not appropriate to require the operator to perform a secondary opening action.

The case must open with a single motion, allowing it to be opened with just one hand, without the user having to release the carrying handle to do so.

The opening system may be Velcro, or any other system that allows for this rapid opening capability for the required operational purpose.

#### **4.4. PROTECTION LEVEL:**

The required protection level is **III A**, sufficient to withstand impacts from 9 mm, .44 Magnum, and .357 Magnum ammunition.

However, the ballistic case must be made of material that resists penetration by sharp objects, such as knives or pocket knives, so that in an aggressive situation, the security guard has time to take protective action before the sharp object reaches the body of the person being protected.

#### **4.5. MATERIAL ENCLOSING THE PLATES:**

The case must be made of waterproof and flexible material so that it can be used in adverse weather conditions and easily transported in vehicles.

For the Federal Police's intended use, "less is more"—that is, the fewer items contained in this "protective case," the better. The focus is on protection, not on other potential transport features. There is no need for multiple pockets or other features designed to carry materials other than the ballistic plates themselves.

Ideally, however, the case should have carrying handles, as well as long shoulder straps, to facilitate transport during movements, minimizing the effect of the weight on the operator.

However, when used, these straps must still allow for the tactical opening of the case and its deployment in the PRR.

It is extremely important to emphasize that the equipment's acceptance criteria are cumulative; that is, all required operational characteristics must be met.

#### **4.6. Warranty and Validity**

- **Warranty Period:** A minimum of 5 (five) years for ballistic panels against manufacturing defects or loss of performance.
- **Validity:** The ballistic material must have a recent date of manufacture, not exceeding 6 months at the time of delivery.

## 5. Market Survey

In order to identify available procurement options, the departments responsible for defining the requirements relied on extensive market research and **institutional experience gained in previous procurement cycles**, as the agency had already successfully procured units of this equipment in 2022. The initial prospecting, which began at the MILIPOL 2021 trade show, was subsequently validated by effective operational use and the **maturation of the security doctrine for dignitaries**.

In order to maintain the integrity of the market research and seek the most advantageous solution, the technical sector responsible for the procurement now has parameters grounded in field use to evaluate the available models. The definition of requirements such as the **number of plates**, the **weight limit of up to 7.5 kg** (ideally 4 kg), and the **rapid tactical deployment system** is no longer theoretical but based on the proven physiological capacity of operators during prolonged missions and the effectiveness of the **P-R-R (Protect, Retreat, and React)** protocols.

Regarding the regulation governing the structure and operation of protection teams, **Normative Instruction No. 302 – DG/PF, dated January 17, 2025**, which establishes the **Integrated Personal Protection System (SIPA)** and organizes the levels, concepts, and functions related to the security of the President, government officials, presidential candidates, foreign dignitaries, and special witnesses. Under the terms of IN 302, personal protection comprises preventive and active measures designed to ensure the physical and moral integrity of the protected individual, as provided for in Articles 1 through 5 of this regulation, including the responsibilities of immediate, close, and distant security teams, as well as the use of protocols, material resources, and tactical means necessary for the execution of protective measures. Thus, the ballistic briefcase serves as an active protection tool, integrating the means employed to ensure the containment of threats and the execution of established security protocols for the protection of the dignitary.

Given this scenario, the models found on display at MILIPOL will be presented here, with the search having been conducted without targeting any specific model; likewise, the presentation of the ballistic briefcase items identified at MILIPOL will be made without any value judgment regarding which product is “better” or “worse.”

The reports will consist solely of the level of protection, number of plates, weight shown/claimed by the manufacturer, and the perception of ease or difficulty in opening the case by the police officers who tested it.

It is important to remember that, as per item 4 of this document, when identifying materials suitable for market needs, the most important attributes for the equipment must be considered cumulatively: weight, size, type of opening (speed /ease of operation), protection level, and the material surrounding the plates.

### 5.1. COMPARISON OF THE MODELS PRESENTED AT MILIPOL 2021:

Features	Photos of the Model	Suitable for Federal Police Use? Justification
<p>Manufacturer: <b>BONOWI</b></p> <p>Protection Level: VPAM 4, <b>equivalent to NIJ IIIA</b></p> <p>Number of plates: <b>2</b></p> <p>Approximate weight: <b>4.0 kg</b></p> <p>Note 1) Features magnetic closure (easy to open);</p> <p>Note 2) It is possible to "put on" the case, turning it practically into a vest.</p>		<p><b>Inadequate.</b></p> <p>Although it is lightweight, easy to use, has some flexibility, and features a "messenger-style" strap, it is a piece of equipment that</p>

Note 3) The delegation brought a sample of the equipment upon advance payment of the manufacturing cost (two hundred euros).

Note 4) It has a messenger-style strap (this allows the weight to be distributed across the body, rather than concentrated solely in the hand and arm carrying the briefcase. In the event of panic, the briefcase remains secured to the body.

Model: **Q-Code Ballistic bag**



is too small (70 x 40 cm) for its intended use in Dignitary Security operations by the Federal Police, whose doctrine requires that the briefcase be at least 1 meter long in order to cover the most vital areas during operations.

Manufacturer: **MEHLER Vario System**

Protection level: VPAM 6, equivalent to NIJ Level III

Number of plates: available in models with 3 and 4 plates;

Approximate weight: the 3-plate model weighs approximately **8.5 kg**. The 4-plate model is much lighter, but the representative was unable to provide specific figures (the material is polyethylene).

Note 1) Only model with rifle protection.

Note 2) Quick-release closure.

Note 3) Features a messenger-style strap (this allows the weight to be distributed across the body, rather than concentrated solely on the hand and arm carrying the case). In the event of panic, the case remains secured to the body.

Model: **Ballistic Briefcase AK47**



**Inadequate.**

Although the case has dimensions suitable for providing protection over a large area of the body, is easy to deploy, and features a “messenger-style” strap, it is unsuitable for use by the Federal Police due to its heavy weight (8.5 kg); a factor that is the most fundamental in determining the appropriate model of ballistic briefcase, as it must have a weight that is physically manageable for the operator, who, when engaged in VIP security duties, will be required to carry this load for extended periods.

Manufacturer: **PROTECOP**

Protection Level: NIJ IIIA  
(01.01.08)

Number of plates: available in models with 3 and 4 plates;

Approximate weight: the model with 3 plates weighs approximately **3,700 kg**, while the model with 4 plates weighs approximately **5,350 kg**.

Note 1) The case has Velcro to keep it closed. This feature made it difficult to open the case; the delegation consulted the equipment's design and production engineer and suggested using a different type of Velcro.

Model: **ABKLC3 (3 plates)**  
**ABKLC7 (4 plates)**.



**SUITABLE.**

This case, in addition to being lightweight, flexible, and having dimensions suitable for protecting a large area of the body, features a quick-release mechanism and is easy to handle due to its weight-distributing handles.

This was the equipment that proved most suitable for the intended use of this Coordination.

Manufacturer: **SEMA WORLD Counter Terrorism**

Protection level: NIJ IIIA  
(01.01.04)

Number of plates: model with 4 plates, which can be separated (via a central zipper);

Approximate weight: **6.350 kg**.  
(the complete set)

Note 1) one case can be divided into two;

Note 2) Easy to open (only short hand strap—simply release one of the straps).

Model: **Ballistic Multiprotection Case**



**Inadequate.**

This model proved completely unsuitable for use by the Federal Police due to its heavy weight and small dimensions, which provide insufficient body coverage, in addition to its lack of flexibility.

<p>Manufacturer: <b>TENCATE</b> <b>Advanced Armour</b></p> <p>Level of protection: NIJ IV (01.01.04)</p> <p>Quantity of plates: 3-plate model;</p> <p>Approximate weight: <b>11 kg</b></p>		<p><b>Unsuitable.</b></p> <p>This model proved completely unsuitable for use by the Federal Police due to its heavy weight, difficult operation, and small size, which provide insufficient body coverage.</p>
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Thus, it was observed that the companies have their products patented, and **each has its own unique features specific** to their factories, such as: different ways of opening and closing, various handle options, dimensions, weight, Cordura or synthetic leather covers, detachable plates, and the ability to unfold a case into two.

It should be noted, first and foremost, that at the event there were manufacturers who, although they produced this type of equipment, did not have sample materials available at the fair for the Federal Police delegation to assess whether their specifications met the requirements of the intended contract (an example of this was the Indian company MKU, which manufactures the equipment, but did not have any on display at its promotional booth).

In addition, a sample of the ballistic case from the German company BONOWI was acquired at the aforementioned event, due to the wide range of possibilities for handling its equipment, constituting a true innovation.

The company SEMA WORLD (France) reported that it is not possible to send samples, as their production cost is high; however, it provided a laboratory report confirming that the ballistic protection meets the Federal Police's requirements.

## 5.2. MODELS FROM THE DOMESTIC AND INTERNATIONAL MARKETS

In an analysis of other brands on the international market, the ballistic case from the Colombian manufacturer Miguel Caballero stands out as a global benchmark in law enforcement security, having been specifically designed for covert use and immediate protection in high-risk scenarios. It proves to be a solution **highly suited** to the Federal Police's needs because:

1. It meets the requirement of **being over 1 meter long** when open, surpassing domestic models with smaller dimensions.
2. It keeps the weight within the operational limit of **4 kg**, facilitating balance and prolonged handling.
3. It meets the need for **cutting-edge technology** and flexible materials that do not compromise the agility of the Dignitary Security Teams (GSD).

For cost benchmarking purposes, this equipment was registered in **Price Registration Record No. 2/2026 of the Presidency of the Republic**, resulting from Electronic Auction No. 90005/2025 - GSI/PR, with a unit price of **R\$ 23,800.00 (twenty-three thousand eight hundred reais)**.





In a supplementary analysis of the international market, the ballistic vest from the U.S. manufacturer **Premier Body Armor** stands out as an international benchmark in high technology for the Federal Police's needs, combining discretion with immediate tactical response. The equipment fully meets operational requirements by offering vertical coverage of approximately **102.8 cm** and an optimized weight of **3.99 kg**, which ensures the protection of vital organs without compromising the agent's mobility during extended missions.

Constructed with advanced materials, such as woven aramids and PURE® polypropylene, the solution features a slim profile of just **0.76 cm** and high durability, backed by a five-year manufacturer's warranty that ensures the longevity of the asset. Furthermore, its tactical efficiency is enhanced by ambidextrous and instant activation with just one hand, allowing for the discreet transformation of an executive accessory into a rigid shield. For cost estimation and verification of

To ensure that domestic prices are in line with the global market, this equipment is sold at a unit price of **US\$1,320.00 (one thousand three hundred twenty dollars)**. It should be noted, however, that this amount refers to the direct purchase price abroad (*Free on Board – FOB*). For the purpose of estimating domestic procurement costs, the “Brazil Cost” must be considered, which includes import taxes (II, IPI, PIS /COFINS, and ICMS), resulting in an estimated total (NATIONALIZED) value of R\$ 14,065.17.

Accessed on 03/19/2026 at 2:20 PM, link: [https://premierbodyarmor.com/products/ballistic-briefcase?srsId=AfmBOoc5udlm1WgrbkjgBE\\_hUxxwjRoOSgMURILUIU3Njg6a\\_dpQui-](https://premierbodyarmor.com/products/ballistic-briefcase?srsId=AfmBOoc5udlm1WgrbkjgBE_hUxxwjRoOSgMURILUIU3Njg6a_dpQui-)

Within the domestic market, a ballistic briefcase model from the Brazilian manufacturer INBRA was analyzed, whose characteristics render the product **unsuitable** for use in VIP security by the Federal Police, given that, although it can be quickly deployed for operational use and has dimensions suitable for body protection, it is excessively heavy for its intended use, weighing 5.2 kg, in addition to the fact that the unit costs around **R\$ 9,900 (nine thousand nine hundred reais)**, according to a quote sent in March 2026; that is, it is more expensive than other foreign models, such as those from PROTECOP, which cost approximately **R\$ 8,920.85 (eight thousand, nine hundred twenty reais and eighty-five centavos)**, even with the exchange rate (as of the date of this document's production) between the Real and the Euro above R\$ 6.03 (six reais).



Maleta Balística Nível III-A em couro sintético  
Dimensões aprox.: Aberta: 500 x 930 mm | Fechada: 500 x 380 mm

## ESPECIFICAÇÕES TÉCNICAS

### ANEXO I – IMAGEM ILUSTRATIVA



Further market research revealed the *Protective Blanket PB-2085* from MEHLER, which was characterized as unsuitable for its intended use. A sample of the equipment was sent to the Personal Protection Coordination Office and analyzed by the team responsible for the request, which determined that the model is not a Ballistic Case, but rather a folding shield per se, a fact that negates the need for discreet equipment.

Furthermore, in addition to the equipment not being flexible and lacking a mechanism for quick deployment, the shield is not easy to handle due to the uneven weight distribution when held by the handle, which compromises ergonomics during use by the operator.

Below are photos of the equipment and usage tests conducted by this Coordination's Dignitary Security team.





It is extremely important to emphasize that the **criteria for the equipment's acceptability are cumulative**; that is, all operational characteristics required for the equipment must be met cumulatively; thus, it is unacceptable for a ballistic briefcase to fail to meet any of the requirements listed in item 4 of this document.

It should be noted that, during the market survey, prices for the items on the market were found to vary widely: Surveys conducted before and after the trade show (based on emails received from sales representatives) reveal that there is no uniformity or consistency among the prices set by each manufacturer, with models ranging from two hundred to two thousand euros.

Based on the entire market survey, it can be said that the prospecting fulfilled its purpose by showcasing the various manufactured/existing models and possibilities for use; however, it was somewhat hindered by the fact that the market does not offer exact models of the equipment sought by the requesting sector, in addition to the fact that the sector lacks consolidated experience in using the equipment.

It is important to note that any generic description, which may be guided solely by this Division, could create difficulties in the bidding process and negatively impact it due to a lack of technical knowledge regarding the use of the equipment, and whether it is suitable for the physiological profile of the troops.

That is why, therefore, guidelines regarding the equipment's characteristics were presented, as described in item 02 of this document, based on doctrine formalized by the requesting sector, grounded in **Normative Instruction No. 302 – DG/PF, dated January 17, 2025**, with a suggestion for testing to ensure the proper maturation of the equipment's use.

### 5.3. ACQUISITION HISTORY

The market research for this procurement is based not only on recent studies but also on the operational experience consolidated by the Federal Police in previous cycles. According to **Electronic Exemption Notice No. 05/2022** (Case No. 08211.001550/2022-96), the Federal Police purchased **six (6) units** of PROTECOP brand Level III-A ballistic protection vests; the purpose of this initial acquisition was to provide equipment for security teams during that year's presidential election.

- **Performance of the Selected Solution:** At that time, the solution from the French manufacturer **PROTECOP** (Models ABKLC3 and ABKLC7) was identified as the most suitable because it combined essential attributes such as light weight (between 3.7 kg and 5.3 kg), dimensions appropriate for body coverage (minimum of 1 meter when open), and ease of tactical deployment. **These cases fully met the Federal Police's needs**, enabling the practical application of the doctrine for the security of dignitaries and serving as the basis for validating the equipment in the field;

- **Context of the New Request (2026):** Given the satisfactory results of the units acquired in 2022 and considering the expansion of the operational structure, with the establishment of **Dignitary Security Units** and **Groups (GSD)** in all Regional Superintendences, it is necessary to expand the inventory.
- **New Acquisition:** This request aims to acquire an additional **10 (ten) units**. This new shipment seeks to standardize the equipment used nationwide, ensuring that teams assigned to protect presidential candidates in 2026 and other officials under the custody of the Federal Police have access to the same cutting-edge technology already tested and approved by the institution

## 6. Description of the Solution as a Whole

The proposed solution is based on the need to expand the Federal Police's ballistic protection inventory, in strict compliance with Normative Instruction No. 302/2025–DG/PF, which established the Integrated Personal Protection System (SIPA). Unlike the pioneering acquisition carried out in 2022, the institution now has consolidated operational experience: the units acquired previously not only met tactical demands but also validated the effectiveness and necessity of the equipment in real-world scenarios.

Given the critical nature of the equipment and the diversity of operational scenarios—especially at large-scale events and during the protection of dignitaries—the solution goes beyond a standard off-the-shelf purchase. It represents the continuation of a technical validation cycle, where ergonomics and tactical efficiency are paramount requirements.

At this stage, the acquisition of six (6) units is a strategic decision for the 2026 Election, ensuring the immediate protection of presidential candidates. The decision to acquire a smaller batch (6 units) aims, in addition to budgetary constraints, to utilize the exemption from competitive bidding (Art. 75, II, Law 14.133/21). This measure is strategic to ensure the timely availability of the equipment for the start of protection operations in the 2026 election, given the greater procedural agility of this procedure compared to electronic bidding. The premise remains unchanged: the equipment must adapt to the operator's physiology and agility (prioritizing flexibility and low weight), and not the other way around.

The scope of the contract must ensure compliance with cumulative technical requirements, such as **Protection Level III-A, a length exceeding 1 meter (when open), and a weight as close as possible to 4 kg.**

The use of this shipment during the 2026 elections will serve as a rigorous field test, providing essential technical insights for the future national standardization of the equipment. Pricing will be based on international quotes and the use of Price Registration Minutes from similar agencies, ensuring the fairness, cost-effectiveness, and speed necessary to fulfill the institutional mission.

## 7. Estimated Quantities to be Procured

With the aim of providing the Federal Police with equipment that is necessary and appropriate (if not urgent) for the security activities of dignitaries carried out by this institution, and especially in the current year of 2026, when presidential elections are scheduled to take place, with the expectation that there will be 10 (ten) teams providing security for candidates for the Presidency of the Federative Republic of Brazil in 2026 at higher security levels, the acquisition of **6 (six) units** of the intended equipment is deemed the most cost-effective option.

The allocation covers not only the teams' direct needs but also the technical reserve necessary to maintain service continuity, address potential reinforcements, and ensure the physical safety of the protected officials, in accordance with the operational, logistical, and regulatory guidelines established by **IN 302/2025**.

## 8. Estimated Contract Value

**Amount (R\$):** 94,297.40

The contract value estimate was calculated in accordance with **SEGES/ME Normative Instruction No. 65/2021** (or applicable related regulations), using the simple arithmetic mean of the identified price sources.

Below is the **Price Schedule** and the **Consolidation of the Estimated Value** for the acquisition of 6 (six) ballistic cases.

TEM	DESCRIPTION	SUPPLIER	UNIT PRICE (R\$)
1	Level IIIA Ballistic Briefcase (NIJ 0101.08 / 0101.06)	MC BRASIL IMPORTADORA E COMÉRCIO LTDA	R\$ 23,800.00
1	Level IIIA Ballistic Briefcase (NIJ 0101.08 / 0101.06)	INBRA	\$9,900.00
1	Level IIIA Ballistic Briefcase (NIJ 0101.08 / 0101.06)	PROTECOP	\$8,871.56*
1	Level IIIA Ballistic Case (NIJ 0101.08 / 0101.06)	PEMIER BODYARMOR	R\$ 7,990.88**

*\*Note: The price from PROTECOP was obtained through an international quote in the amount of €1,480.00 (one thousand four hundred and eighty euros), converted to the local currency on the date of the survey for comparability purposes.*

*\*\*Note: For the purpose of cost benchmarking and verifying the compatibility of domestic prices with the global market, this equipment is sold at a unit price of US\$ 1,320.00 (one thousand three hundred and twenty dollars). It should be noted, however, that this amount refers to the direct purchase price abroad (Free on Board - FOB). For the purpose of estimating domestic procurement, the “Brazil Cost” must be considered, which includes import taxes (II, IPI, PIS/COFINS, and ICMS), resulting in an estimated total (NATIONALIZED) value of R\$ 14,065.17.*

The estimated contract value was obtained using the **median** of market prices from companies in the sector and price records from federal government agencies, resulting in a unit price of **R\$ 9,429.74 (nine thousand four hundred twenty-nine reais and seventy-four centavos)**. The total estimated value for the purchase of 6 (six) units is **R\$ 56,578.44** (fifty-six thousand, five hundred seventy-eight reais and forty-four centavos).

It is important to note that the estimated contract value was obtained based on price quotes for the various models available on the market, and the figures provided are subject to further calculation and review during the pricing process in the Comparative Price Table, in accordance with **SEGES/ME NORMATIVE INSTRUCTION No. 65, OF JULY 7, 2021**.

## 9. Justification for Installment Payment or Not

The imminence of the 2026 election process, in which the Federal Police will act directly to provide security for presidential candidates, in addition to the need to maintain the standardization of the operations of the Dignitary Security Units and Groups at the national level within this Agency in accordance with the Federal Police’s doctrinal guidelines on Dignitary Security, requires that **the contract not be divided into lots**.

Furthermore, the simultaneous negotiation of all units will generate greater economies of scale, while making it possible to negotiate a larger discount per unit.

## 10. Related and/or Interdependent Contracts

This procurement process is not based on any other contract.

## 11. Alignment Between the Contract and Planning

This procurement is based on the Federal Police's strategic and operational planning, in strict accordance with the institution's modernization and efficiency guidelines. The alignment is structured around the following pillars:

- 1. Compliance with the Institutional Strategic Plan (PEI)** The subject matter is directly linked to **Institutional Objective No. 9.7 (Optimize the Use of Assets and Material Resources)**, which focuses on modernizing asset management. By providing state-of-the-art equipment, the institution improves the use of its material resources for the protection of lives. Furthermore, the procurement implements **Strategic Action No. 9.7.3 (Procurement Management)**, formalizing processes that aim to streamline acquisitions and prioritize cost-effectiveness, ensuring that public investment yields the best operational return.
- 2. Implementation of the Integrated Personal Protection System (SIPA)** The acquisition is a tool for implementing **Normative Instruction No. 302/2025–DG/PF**, which establishes the SIPA. The supply of high-tech ballistic briefcases is an essential requirement for compliance with the security levels established by the regulation, especially regarding the security of the President, authorities, and foreign dignitaries under the custody of this agency.
- 3. Operational Planning for the 2026 Election** This initiative is part of the preparatory schedule for the **2026 Presidential Election**. The tactical plan calls for the use of resources that ensure the protection of presidential candidates in dynamic risk scenarios and crowded areas, where discretion (covert operations) and mobility are critical success factors for close protection.
- 4. Strengthening and Standardization of Dignitary Security Groups (GSD)** The acquisition aligns with the plan to structure the 27 **Dignitary Security Group (GSD)** units distributed nationwide. The objective is to ensure that decentralized units have equipment technically validated in previous cycles and consistent with the materials used by counterpart agencies, such as the Institutional Security Office of the Presidency of the Republic (GSI/PR), thereby reducing training and maintenance costs.
- 5. Formalization in Procurement Planning** The procurement is duly supported by the Agency's annual planning, with formal registration in **the Procurement Planning and Management System (PGC)**. The inclusion of this item in the Annual Procurement Plan (PCA) ensures that the expenditure was duly forecasted and rationalized, avoiding the fragmentation of purchases and guaranteeing the budgetary predictability necessary for the Federal Police's investment cycle.

In short, the proposed solution is not an isolated event but an integral part of a planned cycle of asset modernization and fiscal responsibility, ensuring operational readiness and safeguarding the institutional image.

The proposed acquisition aligns with the guidelines set forth in **the Federal Police Strategic Plan 2024–2027<sup>[2]</sup>**, contributing to the achievement of the following strategic objectives:

1. Effectively combating crime;
  2. Serving society with excellence and transparency;
  3. Transform the Federal Police into an institution guided by strategy and governance; and
  4. To build the police force of the future—modern and innovative.
5. Therefore, based on the information presented so far, the proposed acquisition covers various aspects of the agency's functionality and strategy.

## 12. Benefits to be achieved through the procurement

The acquisition of ballistic briefcases will provide strategic and operational benefits to the Federal Police, notably:

- **Doctrinal Consolidation of SIPA:** Strengthening the practical application of the Doctrine of Dignitary Security, in strict compliance with Normative Instruction No. 302/2025–DG/PF. The use of validated equipment enables the evolution of the protocols of the Integrated Personal Protection System (SIPA).
- **Enhanced Protection for the 2026 Election:** Immediate increase in the security provided to presidential candidates and other officials under the custody of the Federal Police during the 2026 Elections. The use of cutting-edge technology ensures a mobile and concealed ballistic barrier in highly complex and crowded scenarios.

- **Standardization and Interoperability:** Technological alignment with counterpart agencies, such as the Institutional Security Office of the Presidency of the Republic (GSI/PR), facilitating joint operations in mixed-coordination events and ensuring that the PF utilizes the most modern technology available on the global market.
- **Operational Capillarity:** Expansion of the response capacity of the Dignitary Security Units (NSD) distributed across the Regional Superintendences, ensuring that the protection standard is uniform throughout the national territory, regardless of the mission's location.
- **Efficiency and Risk Reduction:** Adoption of equipment with superior ergonomics (lightweight and quick to deploy), which reduces operator fatigue during long-duration missions and minimizes response time in crisis situations (P-R-R: Protect, Retreat, and React).
- **Modernization of Institutional Assets:** Updating the inventory with highly durable materials and flexible technology, optimizing the use of material resources and ensuring the institution's readiness for the security challenges of the current scenario.

## 13. Measures to Be Adopted

Formalization in the case files of market pricing for supplies, with a view to demonstrating the cost-effectiveness of the procurement and the market competitiveness of the item to be purchased; preparation of Terms of Reference to provide parameters for proceeding with the procurement; and submission of the case files for review by the higher authorities of this Agency and to the internal and external control sectors.

## 14. Potential Environmental Impacts

The procurement of ballistic protection cases has a negligible environmental impact, based on the following points:

- **Nature of Materials:** The equipment consists of solid and inert materials (such as ultra-high molecular weight polyethylene and aramid), coated with resistant synthetic fabrics. These components do not emit gases, odors, or toxic substances during storage or operational handling.
- **Low Waste Volume:** As this is a small-scale procurement (10 units), the generation of packaging waste (cardboard and plastics) is minimal, and such waste can be disposed of through the selective collection and recycling systems already in place at Federal Police units.
- **Absence of Pollutants in Use:** Throughout its lifecycle, the equipment does not require the use of batteries, fuels, or lubricants, eliminating any risk of leakage or environmental contamination during security missions for dignitaries.
- **Disposal Cycle and Reverse Logistics:** At the end of its useful life (expiration of ballistic validity), the material is classified as a Controlled Product (PCE). For safety and environmental compliance reasons, disposal must follow a specific destruction or deactivation procedure performed by a specialized company, ensuring that ballistic waste receives proper final disposal and preventing improper disposal in standard landfills.

Therefore, the contract complies with sustainability requirements, requiring no complex mitigation measures or specific environmental management plans.

## 15. Feasibility Statement

This planning team declares this contract **to be feasible**.

### 15.1. Justification of Feasibility

The feasibility of this acquisition is based on the following points:

- **Market Availability and Maturity:** The market survey demonstrated the existence of multiple manufacturers, both domestic and international, capable of supplying the equipment with the required specifications. The existence of current price registration records in similar agencies (such as GSI/PR) reinforces that the item is commercially accessible and has well-defined price parameters.
- **Previous Operational Success:** The experience with the units acquired in 2022 served as a successful “pilot project,” validating the effectiveness of ballistic vests in the doctrine of protecting public officials. This is not, therefore, a gamble on uncertain technology, but rather the expansion of a solution with proven effectiveness.
- **Regulatory and Strategic Compliance:** The procurement is necessary to comply with Normative Instruction No. 302/2025–DG/PF (SIPA) and is fully aligned with the Institutional Strategic Plan, ensuring the protection of candidates in the 2026 Election.
- **Economic Rationale:** The technical and economic feasibility of procuring six units through a waiver of competitive bidding is hereby declared, as this is the solution that best reconciles the urgent operational needs of the DPP/PF with administrative efficiency and the legal spending limits for direct purchase.
- **Absence of Adverse Impacts:** The subject matter has a low environmental impact, does not require complex storage infrastructure, and has low maintenance costs, which simplifies its integration into the agency’s assets.

In light of the foregoing, it is concluded that the acquisition is the solution that best serves the public interest, ensuring increased security for authorities in custody and the operational modernization of the institution.

## 16. Responsible Parties

All electronic signatures follow the official Brasília time zone and are based on Paragraph 3 of Article 4 of [Decree No. 10,543, dated November 13, 2020](#).

**BRUNO DE CARVALHO BARROS**

Support Team



*Signed electronically on March 26, 2026, at 2:56:29 p.m.*

**ANTONIO GUSTAVO FARIA LIMA**

Support Team



*Signed electronically on March 26, 2026, at 3:21:11 PM.*



FEDERAL PUBLIC SERVICE MJSP -  
FEDERAL POLICE  
CONTRACTS DIVISION - DICON/CLC/CGAD/DLOG/PF

**DRAFT CONTRACT**

Case No. 08200.004476/2026-12

ADMINISTRATIVE CONTRACT No. xx/xxxx, ENTERED INTO BETWEEN THE FEDERAL GOVERNMENT,  
THROUGH THE

FEDERAL POLICE AND .....

The Federal Government, through the [contracting agency], headquartered at [address], in the city of [city]/[state], registered with the CNPJ under No. [CNPJ], hereby represented by [title and name], appointed by Ordinance No. XX, dated [day] of [month] of [year], published in the Official Gazette on [day] of [month] of [year], holder of Employee Registration No. [registration number], hereinafter referred to as the CONTRACTING PARTY, and the [CONTRACTOR], registered with the CNPJ/MF under No. [CNPJ], headquartered at [address], in the city of [city]/[State], hereinafter referred to as the CONTRACTOR, hereby represented by [name and position at the CONTRACTOR], pursuant to [articles of incorporation] **OR** [power of attorney on file], in view of the contents of Case No. xxxxx.xxxxxx/xxxx-xx and in compliance with the provisions of Law No. 14,133, of April 1, 2021, and other applicable legislation, hereby agree to enter into this Contract, arising from Bidding Waiver No. XX/XXXX, subject to the terms and conditions set forth below.

**1. ARTICLE ONE – PURPOSE**

1.1. The subject matter of this instrument is the acquisition of 6 (six) units of Ballistic Protection Cases with protection level IIIA, in accordance with NIJ 0101.08 or NIJ 0101.06, as per the table below, in accordance with the conditions and requirements established in this instrument, under the conditions set forth in the Terms of Reference.

1.2. Subject matter of the contract:

ITEM	SPECIFICATION	CATMAT	UNIT OF MEASURE MENT	QUANTITY	UNIT PRICE	TOTAL
1	Ballistic Protection Vests, Protection Level IIIA, in accordance with NIJ 0101.08 or NIJ 0101.06.	398266	Unit	6	R\$ 9,429.74	R\$ 56,578.44
2						
3						
...						

1.3. The following documents are binding on this contract, regardless of whether they are transcribed:

1.3.1. The Terms of Reference;

1.3.2. The Electronic Exemption Notice

1.3.3. The CONTRACTOR's Proposal;



1.3.4. Any attachments to the aforementioned documents.

## **2. CLAUSE TWO – TERM AND EXTENSION**

2.1. The term of this contract is xxxx months from the date of signing, in accordance with Article 105 of Law No. 14,133 of 2021.

2.1.1. The term of validity shall be automatically extended, regardless of any amendment, if the subject matter is not completed within the period set forth above, subject to the applicable measures in the event of fault on the part of the CONTRACTOR, as provided for in this instrument.

## **3. THIRD CLAUSE – CONTRACTUAL EXECUTION AND MANAGEMENT MODELS**

3.1. The contractual performance regime, the management and performance models, as well as the deadlines and conditions for completion, delivery, inspection, and acceptance of the subject matter are set forth in the Terms of Reference, attached to this Contract.

## **4. ARTICLE FOUR – SUBCONTRACTING**

4.1. The rules regarding subcontracting of the subject matter are those set forth in the Terms of Reference, attached to this Contract.

## **5. CLAUSE FIVE – PRICE**

5.1. The monthly contract amount is R\$ xxxxxx (xxxxxxxxxx), totaling R\$ xxxxxx (xxxxxxxxxx).

5.2. The above amount includes all direct and indirect ordinary expenses arising from the performance of the contract, including applicable taxes and/or levies, social security, labor, pension, tax, and commercial charges, administration fees, freight, insurance, and other costs necessary for the full performance of the contract.

5.3. The above amount is merely an estimate, so that payments due to the CONTRACTOR will depend on the quantities actually supplied.

## **6. SECTION SIX - PAYMENT**

6.1. The payment terms for the CONTRACTOR and other related conditions are set forth in the Terms of Reference, attached to this Contract.

## **7. SECTION SEVEN - ADJUSTMENT**

7.1. The rules regarding the adjustment of the contract amount are those defined in the Terms of Reference, attached to this Contract.

## **8. CLAUSE EIGHT - OBLIGATIONS OF THE CONTRACTOR**

8.1. The CONTRACTING PARTY's obligations are:

8.1.1. To require compliance with all obligations assumed by the CONTRACTOR, in accordance with the contract and its annexes;

8.1.2. To receive the subject matter within the timeframe and under the conditions established in the Terms of Reference;

8.1.3. Notify the CONTRACTOR, in writing, of any defects, flaws, inaccuracies, imperfections, failures, or irregularities found in the performance of the contractual subject matter, setting a deadline for its replacement, repair, or correction, in whole or in part, at the CONTRACTOR's expense, ensuring that the solutions proposed by the CONTRACTOR are the most appropriate;

8.1.4. Monitor and supervise the performance of the contract and the CONTRACTOR's compliance with its obligations;

8.1.5. Make payment to the CONTRACTOR for the amount corresponding to the supply of the subject matter, within the timeframe, manner, and conditions established in this Contract and in the Terms of Reference.

8.1.6. Apply to the CONTRACTOR the penalties provided for by law and in this Contract;

8.1.7. Notify the legal representation body of the Office of the Attorney General of the Union to take appropriate measures in the event of non-compliance with obligations by the CONTRACTOR;

8.1.8. Explicitly issue a decision on all requests and complaints related to the performance of this Contract, except for requests that are manifestly irrelevant, merely

delaying tactics, or of no interest to the proper performance of the agreement.

8.1.8.1. The Administration shall have a period of 2 (two) business days, counting from the date of receipt of the request, to decide, subject to a justified extension for an equal period.

8.1.9. Respond to any requests for the restoration of economic and financial balance made by the CONTRACTOR within a maximum period of 5 (five) days;

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

8.2. The Administration shall not be liable for any commitments made by the CONTRACTOR to third parties, even if related to the performance of the contract, nor for any damage caused to third parties as a result of acts by the CONTRACTOR, its employees, agents, or subordinates.

## **9. CLAUSE NINE - OBLIGATIONS OF THE CONTRACTOR**

9.1. The CONTRACTOR must fulfill all obligations set forth in this Contract and its annexes, assuming as its own the risks and expenses arising from the proper and complete performance of the subject matter, and further complying with the obligations set forth below:

9.2. Comply with the regular directives issued by the contract supervisor, manager, or higher authority and provide any clarification or information requested by them;

9.3. Repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part, within the timeframe set by the contract supervisor, any goods or services found to have defects, flaws, or errors resulting from the execution of the work or the materials used;

9.4. Be liable for defects and damages arising from the performance of the contract, as well as for any and all damages caused to the Administration or third parties, without this liability being limited to the CONTRACTING PARTY's supervision or monitoring of contract performance; the CONTRACTING PARTY shall be authorized to deduct from the payments due or from the guarantee, if required, the amount corresponding to the damages suffered;

9.5. When it is not possible to verify compliance in the Supplier Registration System (SICAF), the CONTRACTOR must submit the following documents to the department responsible for contract supervision, along with the Invoice for payment purposes:

9.5.1. Proof of good standing with Social Security;

9.5.2. Joint certificate regarding federal taxes and the Federal Government's Active Debt;

9.5.3. Certificates attesting to the CONTRACTOR's good standing with the State or District Treasury of its place of residence or headquarters;

9.5.4. FGTS Good Standing Certificate – CRF; and

9.5.5. Certificate of No Labor Debts – CNDT.

9.6. Be responsible for complying with all labor, social security, tax, fiscal, commercial, and other obligations provided for in specific legislation, the non-compliance with which does not transfer liability to the CONTRACTING PARTY and shall not encumber the subject matter of the contract;

9.7. Promptly notify the Contract Supervisor, taking into account the urgency of the situation, of any abnormal occurrence or accident that occurs at the site where the subject matter of the contract is being performed, within a period not exceeding twenty-four (24) hours;

9.8. Suspend, at the CONTRACTING PARTY's direction, any activity that is not being performed in accordance with good practice or that endangers the safety of persons or third-party property;

9.9. Maintain, throughout the term of the contract and in accordance with the obligations assumed, all conditions required for eligibility in the bidding process or for qualification in direct contracting;

9.10. Comply, throughout the entire term of the contract, with the job quotas established by law for persons with disabilities, for individuals rehabilitated under Social Security, or for apprentices, as well as with the job quotas provided for in the legislation;

- 9.11. Provide proof of the job quotas referred to in the clause above, within the deadline set by the contract supervisor, indicating the employees who filled those positions;
- 9.12. Maintain confidentiality regarding all information obtained as a result of the performance of the contract;
- 9.13. Bear the burden arising from any error in the quantification of the quantities in its proposal, including variable costs arising from future and uncertain factors, and shall supplement them, if what was initially provided for in its proposal is not sufficient to fulfill the purpose of the contract, except when any of the events listed in Article 124, II, d, of Law No. 14,133 of 2021 occurs;
- 9.14. Comply, in addition to the applicable federal, state, or municipal legal provisions, with the CONTRACTING PARTY's safety standards;
- 9.15. Be liable for defects and damages arising from the subject matter of the contract, in accordance with the Consumer Protection Code (Law No. 8,078 of 1990);
- 9.16. Notify the CONTRACTING PARTY, no later than 24 (twenty-four) hours prior to the delivery date, of any reasons preventing compliance with the scheduled deadline, with proper supporting documentation;

## **10. CLAUSE TEN - OBLIGATIONS RELATED TO THE LGPD**

- 10.1. The parties shall comply with Law No. 13,709 of 2018 (LGPD) regarding all personal data to which they have access by virtue of the bidding process or any administrative contract that may be entered into, effective from the submission of the proposal in the contracting procedure, regardless of any declaration or express acceptance.
- 10.2. The data obtained may only be used for the purposes that justified its access and in accordance with good faith and the principles of Article 6 of the LGPD.
- 10.3. Sharing the data obtained with third parties is prohibited except in cases permitted by law.
- 10.4. The Administration must be informed within five (5) business days of all subcontracts signed or to be entered into by the CONTRACTOR.
- 10.5. Once data processing has been completed in accordance with Article 15 of the LGPD, the CONTRACTOR is required to delete such data, except in the cases provided for in Article 16 of the LGPD, including those where documentation must be retained to demonstrate compliance with legal or contractual obligations, and only for as long as such obligations remain in effect.
- 10.6. It is the CONTRACTOR's duty to instruct and train its employees on the duties, requirements, and responsibilities arising from the LGPD.
- 10.7. The CONTRACTOR shall require SUBCONTRACTORS and SUBCONTRACTORS to compliance with the duties set forth in this clause, remaining fully responsible for ensuring such compliance.
- 10.8. The CONTRACTING PARTY may conduct due diligence to verify compliance with this clause, and the CONTRACTED PARTY must promptly respond to any requests for proof made.
- 10.9. The CONTRACTOR shall provide, within the timeframe set by the CONTRACTING PARTY (which may be extended for justified reasons), any information regarding personal data to comply with the LGPD, including information regarding any disposal that may have taken place.
- 10.10. 10.10. Databases created under administrative contracts, particularly those intended to store personal data, must be maintained in a controlled virtual environment, with a traceable individual record of processing activities (LGPD, Art. 37), including each access, date, time, and record of the purpose, for the purpose of accountability in the event of any omissions, deviations, or abuses.
- 10.10.1. Such databases must be developed in an interoperable format to ensure the reuse of this data by the Administration in the cases provided for in the LGPD.
- 10.11. The contract is subject to amendment in procedures pertaining to the processing of personal data

, when indicated by the competent authority, in particular the ANPD through technical opinions or recommendations, issued in accordance with the LGPD.

10.12. The contracts and agreements referred to in § 1 of Art. 26 of the LGPD must be reported to the national authority.

## **11. CLAUSE ELEVEN – PERFORMANCE GUARANTEE**

11.1. No contractual performance bond shall be required.

## **12. CLAUSE TWELVE – VIOLATIONS AND ADMINISTRATIVE SANCTIONS**

12.1. The rules regarding violations and administrative sanctions pertaining to the performance of the contract are those defined in the Terms of Reference, attached to this Contract.

## **13. CLAUSE THIRTEEN – TERMINATION OF THE CONTRACT**

13.1. The contract shall terminate upon fulfillment of the obligations of both parties, even if this occurs prior to the stipulated term.

13.2. If the obligations are not fulfilled within the stipulated term, the term of the contract shall be extended until the completion of the subject matter, in which case the Administration shall arrange for the adjustment of the schedule established for the contract.

13.2.1. When the failure to complete the contract referred to in the preceding paragraph is due to the fault of the CONTRACTOR:

13.2.1.1. the CONTRACTOR shall be deemed to be in default, and the respective administrative sanctions shall apply; and

13.2.1.2. the Administration may opt to terminate the contract and, in such case, shall adopt the measures permitted by law to ensure the continued performance of the contract.

13.3. The contract may be terminated on the grounds of the absence of budgetary funds or the loss of contractual advantage prior to the anniversary date, provided that this results in a financial burden for the CONTRACTING PARTY, as provided for in Article 138, Paragraph 2, of Law No. 14,133 of 2021.

13.4. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the term set forth therein expires, for any of the reasons provided for in Article 137 of Law No. 14,133 of 2021, as well as by mutual agreement, provided that the right to be heard and the right to a full defense are ensured.

13.5. In this case, Articles 138 and 139 of the same Law also apply.

13.6. A change in corporate structure or a modification of the company's purpose or structure shall not give rise to termination unless it restricts its ability to fulfill the contract.

13.7. If the transaction involves a change in the contracting legal entity, an amendment must be formalized to reflect the change in party.

13.8. The termination agreement, whenever possible, shall be preceded by:

13.8.1. A summary of contractual obligations already fulfilled or partially fulfilled;

13.8.2. A list of payments already made and those still due;

13.8.3. Compensation and penalties.

13.9. The termination of the contract does not preclude the recognition of economic and financial imbalance, in which case compensation will be awarded through a settlement agreement.

13.10. The CONTRACTING PARTY may also:

13.10.1. In cases where the CONTRACTOR is obligated to pay a fine, retain the security provided to be enforced, in accordance with the applicable legislation; and

13.10.2. in cases where there is a need to compensate for losses caused to the Administration, pursuant to item IV of Article 139 of Law No. 14,133 of 2021, retain any existing credits in favor of the CONTRACTOR arising from the contract.

13.11. The contract may be terminated if it is found that the CONTRACTOR maintains a technical, commercial, economic, financial, labor, or civil relationship with an officer of the contracting agency or entity

or with a public official who has performed a role in the bidding process or direct contracting, or who is involved in the supervision or management of the contract, or who is the spouse, partner, or relative of such an official in a direct line, collateral line, or by affinity, up to the third degree.

#### **14. CLAUSE FOURTEEN – AMENDMENTS**

14.1. Any contractual amendments shall be governed by the provisions of Articles 124 et seq. of Law No. 14,133 of 2021.

14.2. The CONTRACTOR is obligated to accept, under the same contractual terms, any additions or deletions that may be necessary, up to a limit of 25% (twenty-five percent) of the contract's updated initial value.

14.3. Deletions resulting from an agreement entered into between the contracting parties may exceed the limit of 25% (twenty-five percent) of the updated initial contract value.

14.4. Contractual amendments must be made by executing an amendment agreement, subject to prior approval by the CONTRACTING PARTY's legal counsel, except in cases of justified need to bring forward their effects, in which case the formalization of the amendment must occur within a maximum period of 1 (one) month.

14.5. Records that do not constitute a contract amendment may be made by simple addendum, without the need to execute an amendment, pursuant to Article 136 of Law No. 14,133 of 2021.

#### **15. CLAUSE FIFTEEN – BUDGET ALLOCATION**

15.1. The expenses arising from this contract shall be covered by specific funds allocated in the Federal Budget for this fiscal year, as detailed in the appropriation below:

- I- Management/unit: [...];
- II- Source of funds: [...];
- III- Work program: [...];
- IV- Expenditure item: 449052 and
- V- Internal plan: [...]; and
- VI- Commitment note: [...];

15.2. The appropriation for subsequent fiscal years will be indicated after approval of the respective Budget Law and release of the corresponding funds, by means of an addendum.

#### **16. CLAUSE SIXTEEN – OMISSIONS**

16.1. Cases not provided for herein shall be decided by the CONTRACTING PARTY, in accordance with the provisions of Law No. 14,133 of 2021 and other applicable federal regulations and, subsidiarily, in accordance with the provisions of Law No. 8,078 of 1990—the Consumer Protection Code—and general rules and principles of contracts.

#### **17. CLAUSE SEVENTEEN – PUBLICATION**

17.1. The CONTRACTING PARTY shall be responsible for publishing this instrument on the National Public Procurement Portal (PNCP), as provided for in Article 94 of Law No. 14,133 of 2021, as well as on its official website, in accordance with Article 91, *caput*, of Law No. 14,133 of 2021, and Article 8, Paragraph 2, of Law No. 12,527 of 2011, in conjunction with Article 7, Paragraph 3, Item V, of Decree No. 7,724 of 2012.

#### **18. CLAUSE EIGHTEEN – JURISDICTION**

18.1. The Federal Court in Brasília, Federal District Judicial Section, is hereby designated as the venue for resolving disputes arising from the performance of this Contract that cannot be settled through conciliation, pursuant to Article 92, Paragraph 1, of Law No. 14,133 of 2021.

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

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Legal Representative of the CONTRACTING PARTY

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Legal representative of the CONTRACTOR

WITNESSES:

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Document electronically signed by **MICHELE MARCIA DE SANTANA BARBOSA**, Administrative Agent, on May 15, 2026, at 1:53 p.m., Brasília official time, pursuant to Article 6, Paragraph 1, of [Decree No. 8,539, dated October 8, 2015](#).



The authenticity of this document can be verified at [https://sei4.pf.gov.br/sei/controlador\\_externo.php?acao=documento\\_conferir&id\\_orgao\\_acesso\\_externo=0&cv=146119591&crc=A89F1F12](https://sei4.pf.gov.br/sei/controlador_externo.php?acao=documento_conferir&id_orgao_acesso_externo=0&cv=146119591&crc=A89F1F12).  
Verification code: **146119591** and CRC code: **A89F1F12**.

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Reference: Case No. 08200.004476/2026-12

SEI No. 146119591