

PUBLIC NOTICE

The State of Paraná, through it's Protective Service Department, CNPJ 14.788.457/0001-17, makes public that it will hold a bidding process in the following terms:

INTERNATIONAL ELETRONIC BID: 411/2023 TYPE: LOWEST PRICE	Reception/Opening/Proposal disclosure: Until 03:00 PM on 10/05/2023 Session Beginning / Bidding dispute: 03:15 PM on 10/05/2023 Brasília Time will always be considered for all time indications contained in this invitation.
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1 OBJECT:

The purpose of this bidding is to contract a specialized enterprise to supply firearms with the following characteristics: 9mm semiautomatic centerfire pistol to meet the needs of police officers, members of the Protective Service Department, on its specific demand as bodyguard, according to the technical specifications of the Reference Term of this public notice and it's annexes.

2 MAXIMUM BIDDING AMOUNT:

2.1 The maximum global price for this bidding procedure is US\$ 352,855.28 (three hundred and fifty-two thousand, eight hundred and fifty-five US dollars and twenty-eight cents).

2.2 The values proposed in foreign currency (EURO or US Dollar) must be converted into Real, at the PTAX sale exchange rate in force on the business day immediately preceding the opening date of the session, for registration in the electronic system "Federal Government Purchasing Portal". For this conversion must be accessed the following website:
<https://www4.bcb.gov.br/pec/taxas/port/ptaxnpesq.asp?frame=1>.

3 BUDGET RESOURCES

Budget Allocation: 1502.04.122.42.6023 – Administrative management – Military House.
Expense Element: 4.4.90.52.14 – Firearm.
Fonte: 101.

4. ELETRONIC BID SYSTEM:

The bidding process will be accomplished through the eletronic bidding system of federal Government of Brazil (*Compras Gov*).The web page for proposal reception and disclosure is <https://www.gov.br/compras/pt-br>.

The Public Notice will be available on the internet, at this website <https://pncp.gov.br/> and www.comprasparana.pr.gov.br ;

The work will be conducted by auctioneer Captain QOPM Alessandro Eduardo Maceno and his support team, designated by Ordinance number 013/2023, from Protective Service Department.

- E-mail: licitacoes-cm@casamilitar.pr.gov.br

- Phones: +55 (41) 3350-2410 and (41) 3350-2701.

- Address: Palácio Iguaçú, Avenida Candido de Abreu s/nº, 5º andar, Casa Militar, Centro Cívico,

CEP 80530-140, Curitiba/Parana/Brazil.

- **The assistance will be performed on business days from 08:30AM to 12:00AM and from 02:00PM to 06:00PM.**

5 CLARIFICATIONS, CHALLENGES AND RESOURCES

5.1 CLARIFICATIONS AND CHALLENGES:

Any person is a legitimate party to challenge the bidding notice for irregularity in the application of the Federal Law number 14.133, from 2021, and Decree number 10.086, from 2022, or to request for clarifications or providences about bidding notice terms, shalling to protocol the request, 03 (three) business days before the determined date for the public session opening, in the specific field of the website <https://www.gov.br/compras/pt-br>, by which the clarifications requested will be answered, within a period of up to 3 (three) business days, limited to the last business day prior to the opening date of the bidding process.

5.2 RESOURCES AND COUNTERARGUMENTS:

The allegations for appeal and counterargument could be, exclusively, sent by electronic means, observing the rules set forth in item 9 of the General Conditions of this Notice;

5.3 AVAILABILITY OF PROCESSES:

In the course of the bidding, the records of the bidding process will be available to interested parties at E-Protocolo system, website <https://www.e-protocolo.pr.gov.br>, shalling the concerned one requesting access to the system in first page of this system.

6 BIDDIND CONDICTIONS:

6.1 The bidding process and the resulting contracting are regulated by the specific and general conditions of the auction and by the provisions of the other annexes of the public notice.

6.2 The bidding will be governed by Federal Law No. 14,133/2021, by Federal Decree No. 10,086/2012, by Complementary Law No. 123/2006 as well as their appropriate amendments.

SPECIFIC BIDDIND CONDITIONS

1 PRICE ACCEPTABILITY CRITERIA: MAXIMUM PRICE

1.1 At the end of the bidding phase, after negotiation, the proposals that remain above the maximum unit values and maximum totals set forth in this Public Notice will be disqualified.

1.2 The values proposed in foreign currency (EURO or US Dollar) must be converted into Real, at the PTAX sale exchange rate in force on the business day immediately preceding the opening date of the session, for registration in the electronic system "Federal Government Purchasing Portal". For this conversion must be accessed the following website: <https://www4.bcb.gov.br/pec/taxas/port/ptaxnpesq.asp?frame=1>.

2 DISPUTE CRITERION:

2.1. In the dispute phase, the criterion of acceptability of value in the purchase system is the maximum total value per lot, set in the Terms of Reference (Annex I of this Notice).

2.1.1. The values that remain above the maximum unit value(s) and maximum total(s) established

in the Term of Reference (Annex I of this Public Notice) will be disqualified.

2.2. Proposals will be judged according to the LOWEST PRICE criterion.

2.3. Once the bidding phase is over, after negotiation, the proposals that remain above the maximum unit value(s) and maximum total(s) established in the Term of Reference (Annex I of this Notice) will be disqualified.

3 MINIMUM VALIDITY PERIOD OF PROPOSALS:

The validity period of the proposals, which must be included in the Description of the Price Proposals (Annex III), cannot be less than that established in this Notice.

4 PARTIAL PROPOSAL:

The bidder shall not be permitted to offer partial proposal.

5 GUARANTEE:

A guarantee for the execution of the contract will be required, in accordance with clause 12 of the Draft Contract (Annex IX).

6 CONSORTIUM:

The participation of companies in a consortium will not be permitted, according to the technical and economic justification contained in the administrative procedure.

7 ANNEXEES:

- Annex I – Reference term;
- Annex I-A – Technical Specifications;
- Annex I-B – Proof of Concepts, Test Script and Lot Validation;
- Annex II – Qualification Documents;
- Annex III – Descriptive Model of the Price Proposal for national/nationalized good;
- Annex III-A – Descriptive Model of the Price Proposal for international good;
- Annex IV – Letter of Attorney Model;
- Annex V – Brazilian Enterprises Declaration Model;
- Annex V-A - Foreign Bidder Declaration Model;
- Annex VI – Declaration model for qualification documents equivalency;
- Annex VII – Declaration model for qualification documents impossibility of presentation;
- Annex VIII – Delivery Locations;
- Annex IX – Contract Draft;
- Annex X – Brazilian general data protection law declaration.

GENERAL CONDITIONS OF INTERNATIONAL ELETRONIC BIDDING

1 REALIZATION OF THE BIDDING

1.1 The bidding will be performed by internet, through electronic purchasing system of “Federal Government Purchasing Portal (*compras.gov*)”, available at <https://www.gov.br/compras/pt-br>. **1.2** The bidding will be conducted by a public server, nominated auctioneer, through data entry and monitoring of generated data or transferred to electronic purchasing system, adopted by Parana State administration, “Federal Government Purchasing Portal (*compras.gov*)”;

1.3 The auctioneer will conduct his assignments foreseen at article 4 of Decree No 10.086/2022;

1.4 To access the electronic purchasing system, the bidders must be accredited and obtain a login and a password of the assigned system, as instructed that could be obtained at website <https://portaldeservicos.economia.gov.br/> or by the phone 0800-978-9001.

1.4.1 Foreign companies that do not operate in the country, in order to participate in the procedures of this bidding, **may register with SICAF**, using a specific identifier code provided by the system, **subject to the following conditions:**

I. The documents required for the registration levels referred to in art. 6 (**NORMATIVE INSTRUCTION No. 3, OF APRIL 26, 2018** - Available at: <https://www.gov.br/compras/pt-br/aceso-a-informacao/legislacao/instrucoes-normativas/instrucao-normativa-no-3-de-26-de-abril-de-2018>) may be met using equivalent documents, initially presented with a free translation;

II. For the purposes of signing the contract or price registration minutes, the documents referred to in item I must be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, of January 29, 2016, or another who replaces him or her, or consularized by the respective consulates or embassies; and

III. They must have a legal representative in Brazil with express powers to receive summons and respond administratively or judicially.

1.4.2 If there are no equivalent documents for the registration levels referred to in section I, the person responsible must declare the situation in a specific field in SICAF.I - II - III.

1.4.3 The request for the access code referred to in **Item 1.4.1** must be made in accordance with the provisions of the SICAF Manual, available on the Federal Government Purchasing Portal (SICAF Operational Manual for Foreign Companies: <https://www.gov.br/compras/pt-br/centrais-de-conteudo/manuais/manual-sicaf/manual-do-sicaf-para-empresas-estrangeiras.pdf>).

1.4.5 Foreign companies will be able to participate in this competition through a **legal representative** who, duly equipped with a document that accredits him to participate in this bidding procedure, will respond for his representative with formal and express authorization from the same.

1.4.6 In the case of participation via a representative, your accreditation in the *Compras.gov.br* system is a mandatory condition for formulating bids and carrying out other acts inherent to this Bid.

1.4.7 The accreditation of the bidder and its legal representative in the electronic purchasing system of “Federal Government Purchasing Portal (*compras.gov*)”, adopted by Parana State administration, implies a legal responsibility by its performed acts and presumption of capacity to perform transactions inherent to international electronic bidding.

1.5 It is up to the bidder to monitor the operations in the electronic system during the public session of the trading session, being responsible for the burden arising from the loss of business due to non-compliance with any messages issued by the system or its disconnection.

2. REQUIREMENTS FOR PARTICIPATION

2.1 Interested parties with a field of activity relevant to the object of the bidding and who present the documents required for qualification may participate in this bidding process.

2.2 Those interested in participating in the trading session must have an identification key and personal password for the electronic purchasing system, pursuant to Item 01 of this Public Notice.

2.3 Will not be able to participate individuals or legal entities that:

2.3.1 have been declared disreputable within the Union, States, Federal District and Municipalities, in any sphere of Public Administration;

2.3.2 constituted the legal entities that were penalized according to item 2.3.1, while the causes of penalties persist, regardless of the new legal entity that they constitute or another in which they appear as partners;

2.3.3 have common partners with the legal entities referred to in item 2.3.2;

2.3.4 Who are in bankruptcy, composition, dissolution or liquidation, as well as individuals under insolvency;

2.3.5 maintain a technical, commercial, economic, financial, labor or civil relationship with a manager of the contracting unit or entity or with a public agent who plays a role in the bidding process or acts in the inspection or management of the contract, or who is their spouse, partner or relative straight, collateral or by affinity, up to the third degree;

2.3.6 The civil servant or leader of a government department or entity, as well as the company in which they appear as partners, directors or in which they participate indirectly.

2.3.6.1 Indirect participation is considered to be the existence of any technical, commercial, economic, financial or labor relationship.

2.3.7 The natural and legal persons referred to in art. 14 of Federal Law No. 14,133 of 2021.

2.3.8 Foreign legal entity without legal representative in Brazil with express powers to receive summons and respond administratively or judicially.

2.4 Participation in this bidding process implies acceptance of the conditions established in the public notice and in the applicable legislation.

2.5 In addition to these general conditions, the specific requirements for participation set out in the Public Notice must be obeyed.

2.6 The auctioneer will verify any non-compliance with the participation conditions, especially regarding the existence of a sanction that prevents participation in the bidding process or future contracting

3 INITIAL PROPOSAL

3.1 Before posting the commercial proposal in electronic form, the bidder must indicate, in a specific field in the electronic purchasing system:

3.1.1 full knowledge of and compliance with the qualification requirements and other conditions set out in the notice;

3.1.2 your status as a micro-enterprise, small business or individual micro-entrepreneur to enjoy the benefits of Federal Complementary Law No. 123, of 2006.

3.2 The initial proposal must be sent through an electronic form in the electronic purchasing system within the period provided for in the public notice, according to the dispute criteria foreseen in the public notice;

3.2.1 The registered proposal may be changed or withdrawn until the date and time defined in the notice. After the deadline for accepting proposals, the electronic system will not accept inclusion, change or withdrawal of the proposal(s).

3.3 Under the terms of ICMS Agreement No. 26/2003 – CONFAZ, when dealing with an internal operation, bidders benefiting from the respective tax exemption must submit their proposals and price bids with the net value, that is, without the tax burden of ICMS.

3.3.1 Establishments covered by the Simples Nacional Tax Regime are not covered by the provisions of item 3.3 and must present a price proposal with the full tax burden

3.4. The system will automatically order the proposals classified by the auctioneer, and only these will participate in the bidding phase.

3.5 The Auctioneer will verify the proposals presented, including their feasibility, and will disqualify those that do not comply with the requirements established in this Public Notice.

4. COMPLETING THE PROPOSAL

4.1 The bidder must submit its proposal by completing, in the electronic system, the following fields:

4.1.1 Unit and total value of the item and global value of the lot;

4.1.2 Brand;

4.1.3 Manufacturer;

4.1.4 Detailed description of the object, containing information similar to the specification of the Term of Reference: indicating, when possible, the model, validity or warranty period, registration number or registration of the good in the competent body, if applicable.

4.2 All object specifications contained in the proposal binds the Contractor.

4.3 The proposed values shall be included all operating costs, social security, labor, tax, commercial charges and any others that directly or indirectly affect the provision of the service.

4.4 The total unit value in Real, EURO or US Dollar for the item quoted, already considering and including all necessary costs, such as taxes, fees, other taxes and any other expenses that affect or may affect the object of this tender, In addition to the conditions of the Term of Reference - TR, for delivery to the location indicated in this notice, nothing else is permitted to be requested in this regard, **according to the Proposal Model contained in Annex III-A of this Notice.**

4.5 The values proposed in foreign currency (EURO or US Dollar) must be converted into Real, at the **PTAX sale exchange rate** in force on the **business day immediately preceding the opening date of the session**, for registration in the Purchasing Portal electronic system. For this conversion, the electronic address <https://www4.bcb.gov.br/pec/taxas/port/ptaxnpesq.asp?frame=1> can be accessed.

4.6 Proposals presented by foreign bidders will be subject to encumbrances resulting from the same taxes that exclusively burden Brazilian bidders in relation to the final sale transaction, for the purposes of judging the bidding, consisting of the taxes: ***Imposto de Produtos Industrializados - IPI, Imposto do Programa de Integração Social - PIS, Contribuição para o Financiamento da Seguridade Social - COFINS e o Imposto sobre Circulação de Mercadorias e Prestação de Serviços de Transporte Interestadual e Intermunicipal e de Comunicações - ICMS.***

4.7 The tax rates for the composition of the foreign company's Proposal must be calculated in the simulator contained in the following access LINK: **[LIEN SIMULATOR \(IPI, PIS, COFINS e ICMS\).](#)**

4.8 In the case of products originating abroad, consider the International Trade Term - INCOTERM DPU (Delivered At Place Unloaded) - Delivered At Place Unloaded (Named place of destination) in contractual obligations with foreign companies, including all expenses related to importation, Payment of dispatchers and attorneys who acted on behalf of the CMPR/PMPR will be the responsibility of the hired bidder.

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

4.10 The period of validity of the proposal will not be less than 90 (ninety) days, counting from the date of its presentation.

4.11 Bidders' offers of proposals must respect the maximum prices established in this Invitation to Bid.

5. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND BIDDING FORMULATION

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

5.2 The Auctioneer will verify the submitted proposals, disqualifying those that do not comply with the requirements established in this Public Notice, or contains irremediable defects or do not present the technical specifications required in the Term of Reference.

5.2.1 The proposal that identifies the bidder will also be disqualified.

5.2.2 Disqualification will always be substantiated and recorded in the system, with real-time monitoring by all participants.

5.2.3 The non-disqualification of the proposal does not prevent its definitive judgment in the opposite direction, carried out in the acceptance phase.

5.3 The system will automatically order the classified proposals, and only these will participate in the bidding phase.

5.4 The system will provide its own chat for the exchange of messages between the Auctioneer and the bidders.

5.5 Once the competitive stage has started, bidders must submit bids exclusively through the electronic system, being immediately informed of their receipt and the amount recorded in the registration.

5.5.1 The bid must be offered in accordance with the dispute criteria established in item 2 of the Specific Conditions of this Notice.

5.6 Bidders may offer successive bids, observing the time set for the opening of the session and the rules established in the Invitation to Bid.

5.7 The bidder may only offer a lower bid or a higher discount percentage than the last one offered by it and registered by the system.

5.8 The minimum difference in values or percentages between bids, which will apply both in relation to intermediate bids and in relation to the proposal that covers the best offer, must be BRL 10.00 (ten reais) Brazilian National Currency.

5.9 The "open" mode of bidding will be adopted for sending bids in the electronic auction, in which bidders will present public and successive bids, with extensions.

5.10 The public session bidding stage will last 10 (ten) minutes and, after that, it will be automatically extended by the system when there is a bid offered in the last two minutes of the public session duration period.

5.11 The automatic extension of the bidding stage, referred to in the previous item, will last 2 (two) minutes and will occur successively whenever there are bids sent during this extension period, including in the case of intermediate bids.

5.12 If there are no new bids as established in the previous items, the public session will automatically close;

5.13 Once the competitive phase is over without automatic extension by the system, the auctioneer, assisted by the support team, may justifiably admit the resumption of the public bidding session, in order to obtain the best price.

5.14 Two or more bids of the same value will not be accepted, prevailing the one that is received and registered first.

5.15 During the course of the public session, bidders will be informed, in real time, of the value of the lowest registered bid (or highest discount), with no identification of the bidder..

5.16 In case of disconnection with the Auctioneer, during the competitive stage of the Auction, the electronic system may remain accessible to bidders to receive bids..

5.17 When the disconnection of the electronic system for the auctioneer persists for more than ten minutes, the public session will be suspended and restarted only after at least twenty-four hours

have elapsed from the communication of the fact by the auctioneer to participants, on the website used for disclosure.

5.18 The judgment criterion adopted will be the **lowest price**, as defined in this Public Notice and its annexes.

5.19 If the bidder does not submit bids in the dispute phase, it will compete with the value of its proposal.

5.20 In relation to non-exclusive items for the participation of micro-enterprises, small businesses and individual micro-entrepreneurs, once the bidding stage has concluded, the size of the business entity will be verified. The system will identify participating micro-enterprises, small-sized companies and individual micro-entrepreneurs in a separate column, comparing them with the values of the first placed company, if this is a larger company, as well as the other classified companies, for the purpose of applying the provisions of arts. 44 and 45 of Federal Complementary Law No. 123, of 2006.

5.21 Under these conditions, proposals from micro-enterprises, small businesses and individual micro-entrepreneurs that are within a range of up to 5% (five percent) above the best proposal or best bid will be considered tied with the first placed.

5.22 The best classified ME, EPP or MEI, under the terms of the previous item, will have the right to forward a last offer to break the tie, necessarily at a lower value than the first placed one, within a period of 5 (five) minutes controlled by the system, counted after the automatic communication for this purpose.

5.23 If the best-ranked micro-enterprise, small business or individual micro-entrepreneur withdraws or does not respond within the established deadline, the remaining bidders as ME, EPP or MEI will be called who fall within that 5% (five percent) range, in the order of classification, to exercise the same right, within the period established in the previous subitem.

5.24 In the case of equivalence of the values presented by micro-enterprises, small businesses and individual micro-entrepreneurs that fall within the ranges established in the previous sub-items, a raffle will be carried out between them to identify the one that can first present the best offer.

5.25 There can only be a tie between equal proposals (not followed by bids), or between final bids in the closed phase of the open and closed competition mode.

5.26 If there is a possible tie between proposals or bids, the tiebreaker criterion will be that set out in art. 60 of Brazilian Federal Law No. 14,133, of 2021.

5.27 If the tie persists, the winning proposal will be raffle by electronic system from among the tied proposals or bids.

5.28 Once the bid submission stage of the public session has ended, the auctioneer must send, via the electronic system, a counter-proposal to the bidder who presented the best price, to obtain a best proposal, trading under conditions other than those set out in this Notice is prohibited.

5.28.1 Negotiations will be carried out through the system and can be monitored by other bidders.

5.28.2 The auctioneer will ask the best-ranked bidder to, within 02 (two) days, send the proposal appropriate to the last bid offered after the negotiation carried out, accompanied, if applicable, by additional documents, when necessary to confirm those required in this Notice and already presented.

5.28.3 The auctioneer is entitled to extend the established deadline, based on a reasoned request made in chat by the bidder, before the deadline set out in item 5.28.2 ends.

5.29 After negotiating the price, the Auctioneer will begin the acceptance and judgment phase of the proposal.

6. ACCEPTABILITY OF THE WINNING PROPOSAL.

6.1 Once the negotiation stage is over, the auctioneer will examine the proposal classified in first place regarding the suitability of the object and compatibility of the price in relation to the maximum

stipulated for contracting in this Public Notice and its annexes, observing the provisions of art. 95 of Brazilian Federal Decree No. 10,086, of 2022

6.2 The bidder qualified as an individual rural producer must include, in his proposal, the percentages of contributions provided for in art. 176 of RFB Normative Instruction no. 971, 2009, due to the provisions of art. 184, item V of the aforementioned Instruction, under penalty of disqualification.

6.3 The proposal, or the winning bid, that presents a final price higher than the fixed maximum price(s), a discount lower than the minimum required or that presents a manifestly unenforceable price will be disqualified.

6.3.1 It is considered unenforceable the proposal that presents global or unit prices that are symbolic, derisory or of zero value, incompatible with the prices of inputs and market wages, plus the respective charges, even if the invitation to bid did not establish limits minimum, except when referring to materials and installations owned by the bidder, for which he waives part or all of the remuneration.

6.4 Any interested party may request diligences to gauge the feasibility and legality of the proposals, and must present the evidence or indications that support the suspicion.

6.5 In the event of the need to suspend the public session to carry out due diligence, with a view to settle the proposals, the public session may only be restarted upon prior notice in the system at least twenty-four hours in advance, and the occurrence will be recorded in the auction minute.

6.6 The Auctioneer may call the bidder to send a complementary digital document, through the functionality available in the system, within a period of up to 2 (two) business days, under penalty of non-acceptance of the proposal.

6.6.1 The auctioneer is allowed to extend the established period, based on a substantiated request made in the chat by the bidder, before the end of the period.

6.6.2 Among the documents subject to request by the Auctioneer, those containing the characteristics of the material offered, such as brand, model, type, manufacturer and origin, in addition to other relevant information, such as catalogues, brochures or proposals sent electronically.

6.7 If the winning proposal or bid is disqualified, the Auctioneer will examine the subsequent proposal or bid, and so on, in order of classification.

6.8 If necessary, the Auctioneer will suspend the session, informing in the *chat* the new date and time for its continuity.

6.9 The Auctioneer may submit, through the electronic system, a counter-proposal to the bidder that submitted the most advantageous bid, in order to negotiate to obtain the best price, negotiation under conditions other than those provided for in this Public Notice being prohibited.

6.9.1 Also, in cases when the Auctioneer does not accept the proposal and proceeds to the subsequent one, he/she may negotiate with the bidder to obtain a better price.

6.9.2 The negotiation will be carried out through the system, and may be monitored by the other bidders.

6.10 In non-exclusive items for the participation of micro-enterprises, small businesses and individual micro-entrepreneurs, whenever the proposal is not accepted, and before the Auctioneer moves on to the subsequent one, there will be a new verification, by the system, of the eventual occurrence of the fictitious tie, provided for in articles 44 and 45 of Brazilian Federal Complementary Law No. 123, of 2006, following the previously established discipline, if applicable.

6.11 After the analysis regarding the acceptance of the proposal, the Auctioneer will verify the qualification of the bidder, observing the provisions of this Public Notice.

7. PRESENTATION OF THE PROPOSAL AND QUALIFICATION DOCUMENTS

7.1 Bidders will submit, exclusively through the electronic system, the proposal with the description of the object offered and the proposed final price (according to the model in Annex III) and the qualification documents (according to Annex II), until the date and time established by the auctioneer.

7.2 The proposal will be sent using an access key and password.

7.3 Bidders may not submit the qualification documents contained in the unified registration system available on the “Federal Government Purchasing Portal (*PNCP*)” or the Unified Registry of Suppliers of the State of Paraná, as long as the referred documents are up to date, assured to other bidders the right of access to the data contained in the systems.

7.4 Micro-enterprises, Small Businesses and Individual Micro-entrepreneurs must submit qualification documentation, even if there is any restriction on tax and labor regularity, in accordance with art. 43, § 1 of Brazilian Federal Complementary Law No. 123, of 2006.

7.5 It will be up to the bidder to monitor the operations in the electronic system during the public session of the Auction, being responsible for the burden resulting from the loss of business, due to the non-observance of any messages issued by the system or its disconnection.

7.6 Until the opening of the public session, bidders may withdraw or replace the proposal previously entered in the system.

7.7 It will not be established, at this stage of the bidding process, ranking order among the submitted proposals, which will only occur after the completion of the proposal negotiation and judgment procedures.

7.8 The documents that make up the proposal and the qualification of the best ranked bidder will only be available for evaluation by the auctioneer and for public access after the closing of the closed bids submission.

8. PROPOSAL DESCRIPTION

8.1 The proposal must be formulated in accordance with the final value of the dispute, without amendments, erasures or between lines, signed electronically using digital certification ICP-Brasil, by the legal representative of the bidder (or his duly qualified attorney) and must contain, according to the model defined in this notice, the bidding identification, the CNPJ, if a Brazilian Enterprise, and the full business name of the bidder, the description of the product/service offered for each item and/or lot of the bidding; the global value, the unit and global prices per item and/or lot, quoted in Brazilian National Currency and foreign currency, if the bidder chooses; updated PTAX indication and the period of validity of the proposal, which cannot be less than that established in the public notice.

8.1.1 A The final proposal must observe the maximum unit prices of the price composition worksheet established by the public notice and its annexes, under penalty of disqualification, even when the lot(s) gather(s) different items and regardless of the criterion of dispute.

8.1.2 Companies benefiting from the provisions of ICMS Agreement No. 26/2003 – CONFAZ (item 3.3) must, expressly and obligatorily, indicate in their proposal the encumbered price and the unencumbered price (which must be equal to or less than the price of the winning bidder), detailing the discount percentage related to the tax exemption.

8.1.2.1 For the bidder covered by the benefit referred to in item 3.3, and who participates in the bidding with the price exempt from ICMS (net price), the sum of the proposed price (net price) with the value of the respective tax cannot exceed the maximum value established in the notice. If this sum exceeds the maximum stipulated in the notice, the auctioneer will disqualify the proposal.

8.1.3 If a calculation error is verified in any operation, the auctioneer may carry out due diligence in order to remedy the error or failure, provided that they do not alter the substance of the proposal, the document and its legal validity.

8.2 Pursuant to §1 of Art. 63 of Brazilian Federal Law No. 14,133/2021, the bidder must declare, under penalty of disqualification, that its economic proposal includes the full costs of meeting the labor rights guaranteed in the Federal Constitution, in labor laws, in infralegal norms, in conventions collective work and in the terms of adjustment of conduct in force on the date of submission of the proposals, when applicable, according to Annex III.

9. RESOURCES

9.1 Any bidder may, in the proper field of the electronic purchasing system, **immediately and motivatedly express the intention to appeal**, under penalty of preclusion, in relation to the judgment and qualification phases, **having a period of 3 (three) business days to presentation of the appeal reasons** after formalizing the end of the phase that precedes adjudication stage.

9.1.1 The appellate reasons must be submitted exclusively electronically and using the ICP-Brasil digital certification.

9.1.2 The other bidders will immediately be summoned to present counterarguments to the appeal within a period of 3 (three) business days from the end of the deadline for presenting the appellant's reasons, exclusively by electronic means and signed using digital certification ICP-Brasil.

9.2 Failure to present the reasons for appeal within the set period will result in the loss of the right to appeal.

9.3 The reasons and counterarguments for the appeal that are not presented in accordance with the provisions of the previous items, or subscribed by a representative who is not qualified or not accredited to answer for the bidder, will not be known by the auctioneer.

9.4 The bidding process records may be accessed by those interested in the E-Protocolo system at <https://www.e-protocolo.pr.gov.br>.

9.5 Acceptance of the appeal will only imply invalidation of an act that cannot be used.

10. AWARD AND APPROVAL

10.1 After examining the acceptability of the proposal, the regularity and qualification of the winning bidder, as well as the technical analysis regarding the samples, when required, the bidding procedure will be forwarded by the auctioneer to the highest authority for adjudication and approval.

10.2 The adjudication and partial approval of the bidding procedure will be allowed, when its object has more than one lot.

11. CONTRACT, RECEIPT AND PAYMENT

11.1 The winning bidder will be notified to sign the contract or withdraw the commitment note (or equivalent document) within 05 (five) business days, which may be extended at the discretion of the contracting agency, under penalty of forfeiting the right to contract and have the penalties foreseen in this public notice applied.

11.2 In order to sign the contract or withdraw the commitment note, the successful bidder must be accredited in the Unified Registry of Suppliers of the Materials, Works and Services Management System – GMS, to prove the qualification conditions set out in the public notice, which must be maintained by the bidder during contract validity.

11.3 Before signing the contract, the Administration will consult the State Informative Register – *Cadin Estadual*, in view of the prohibition contained in art. 3rd, inc. I, of Parana State Law No. 18,466, of 2015.

11.4 Payments will be conditioned on prior information by the creditor of the current account details with the financial institution contracted by the State, in accordance with the provisions of Parana State Decree No. 4,505, of 2016, subject to the exceptions provided for in the same rule.

11.5 If the successful bidder does not present the evidence in item 11.2 and 11.4 or refuses to sign the contract or withdraw the commitment note, the Public Administration may revoke the bid, without prejudice to the application of the sanctions provided for in Brazilian Federal Law No. 14,133/2021, and in Parana State Decree No. 10,086/2022, or even call the remaining bidders, in ranking order, to conclude the contract under the conditions offered by the winning bidder.

11.5.1 The unjustified refusal of the successful bidder or the justification not accepted by the Administration will imply the initiation of an autonomous administrative procedure for the eventual application of administrative sanctions.

11.5.2 In the event that none of the bidders accepts the contract under the terms of item 11.5, the Public Administration may call the remaining bidders, in ranking order, to execute the contract under the conditions offered by them, provided that the value is equal to or lower than the estimated budget for contracting, including updated prices, under the terms of the invitation to bid.

11.6 The delivery, receipt of the bidding object and payments will be made at the place, within the deadlines and in the manner established in the annexes of this public notice.

11.7 In cases of any late payment, provided that the Contractor has not contributed to this end, it is agreed that the financial compensation rate due by the Contracting Party, between the due date and the effective payment of the installment, is calculated by applying the following formula:

$EM = I \times N \times VP$, where:

EM = late payment charges;

N = Number of days between the expected payment date and the actual payment date;

PV = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX)$$

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

$$I = 0,00016438$$

$$TX = \text{Annual Fee Percentage} = 6\%.$$

11.8 In the case of a foreign company, payment will be made in US Dollars (US\$), through a Foreign Currency Remittance or a similar instrument issued by Banco do Brasil S.A.

11.9 If the national company, winner bidder of this public notice, chooses to offer its price proposal in foreign currency, payment will be made in Reais (R\$), based on the closing PTAX Rate on the business day prior to signing the contract.

11.10 Before each payment, the Contracting Party must consult the National Public Purchasing Portal and the Materials, Works and Service Management System - GMS to verify the maintenance of the qualification conditions defined in this notice.

12 ADMINISTRATIVE SANCTIONS

12.1. The bidder and the contractor who incur infractions are subject to the administrative sanctions provided for in art. 156 of Brazilian Federal Law No. 14,133 of 2021 and in arts. 193 to 227 of Brazilian Federal Decree No. 10,086, of January 17, 2022, without prejudice to possible criminal implications under the terms of Chapter II-B of Title XI of the Brazilian Penal Code.

12.2. The fine cannot be less than 0.5% (five tenths percent) or more than 30% (thirty percent) of the total value of the lot in which it participated or of the contract, also observing the following variations:

a) a fine of 0.5% to 5%, in the cases of infractions provided for in art. 195, of Parana State Decree 10,086/2022;

b) fine of 5% to 30%, in the cases of infractions provided for in art. 196, of Parana State Decree 10,086/2022

c) a fine of 15% to 30%, in the cases of infractions provided for in art. 197, of Parana State Decree 10,086/2022;

12.3. The calculation of the fine will be justified and will take into account the provisions of arts. 210 to 212, of Parana State Decree 10,086/2022.

12.4. The fine may be deducted from the payment owed by the State Public Administration, resulting from other contracts signed between the parties, in which case the Administration will withhold payment until the payment of the fine, with which the bidder or contractor agrees.

12.4.1. The withholding of payment for other contracts, by the Public Administration, in the period between the final decision that imposed the fine and its performance, suspends the flow of time for the Administration, not resulting in arrears, nor does it generate financial compensation.

12.5. Daily fine of up to 0.3% (three tenths of a percent), calculated on the overall value of the contract or overdue installment, up to the 30th (thirtieth) day of delay in delivery; as of the 31st (thirty-first) day, the late payment fine will be converted into compensatory, applying, in addition, the provisions of the items above.

12.6 The procedure for applying sanctions will follow the provisions of Chapter XVI, Title I, of Brazilian Federal Decree No. 10,086, of 2022. and Brazilian Federal Law No. 20,656, of 2021.

12.7 In cases not provided for in the call notice, including the procedure for applying administrative sanctions, provisions of Brazilian Federal Law No. 14,133, of 2021 and Brazilian Federal Decree No. 10,086, of 2022 must be observed.

12.8 Without prejudice to the sanctions provided for in the previous items, the administrative and civil liability of legal entities for the practice of acts against the Public Administration, national or foreign, in the participation in this bidding process and in the contracts or derivative bonds, will also be given in the manner provided for in Brazilian Federal Law No. 12,846, of 2013, and regulation within the scope of the State of Paraná.

12.9 Any penalties applied will be transcribed in the “*PORTAL NACIONAL DE COMPRAS PÚBLICAS*” (PNCP) and in the Unified Registry of Suppliers of the State of Paraná (CFPR).

13 GENERAL PROVISIONS

13.1 All time references in this announcement correspond to Brasília-DF time.

13.2 In the event of a public holiday or other supervening fact that prevents the public session for opening bids from being held on the date designated in the public notice, it will be automatically transferred to the first subsequent business day, at the same time, regardless of further communication.

13.3 The auctioneer is allowed to carry out due diligence aimed at clarifying or complementing the instruction of the process.

13.4 The bidder is responsible for the burden resulting from the loss of business, resulting from the non-observance of any messages issued by the auctioneer or by the system, even if disconnection occurs.

13.5 Failure to present any document or presentation with an expired validity period will result in disqualification or bidder disabilitation.

13.6 Documents that do not mention the period of validity will be considered valid for 90 (ninety) days from the date of issue, unless otherwise provided by Law in this regard.

13.7 Bidders will forward the documents required in this bidding exclusively through the system dealt with in item 1.1 of the General Conditions of the Electronic Auction. The auctioneer, if deemed necessary, will verify the authenticity and veracity of the document.

13.8 The auctioneer may, in the public interest, overlook purely formal faults that do not compromise the fairness and the real content of the proposal, and may take steps to clarify or complement the instruction of the bidding procedure, including requesting opinions.

13.9 Carrying out the bidding process does not necessarily imply the total or partial contracting of the expected amount, since it is estimated, and the competent authority may even revoke it, in whole or in part, due to supervening facts, of public interest, or annul it due to illegality, ex officio or by provocation of the interested party, by means of a written and substantiated statement, ensuring the contradictory and ample defense, as provided for in art. 71 of Brazilian Federal Law No. 14,133 of 2021.

13.10 The jurisdiction is the Judicial District of the Metropolitan Region of Curitiba – Central Jurisdiction of Curitiba, in which all unresolved issues at the administrative level will be resolved.

Curitiba, 21 de september de 2023.

Cap. QOPM Alessandro Eduardo Maceno,
Protective Service Department Auctioneer

ANNEX I

REFERENCE TERM

1 CONTRACT OBJECT

1.1 Acquisition of firearms of the type: carry, 9mm semi-automatic centerfire pistols; to meet the pressing needs of the police officers who are members of this Protective Service Department, in their specific demand, as bodyguard, as per the specifications in the spreadsheet below

Single Lot	Object Description	Additional requirements	QTY	Maximum unit value	Maximum total amount
Item 1	COMPACT CENTERFIRE PISTOL – it's characterized by a pistol with dimensions (length and height) and weight of the slide, barrel and frame/receiver smaller than the standard pistol, Full Size of the manufacturer. This pistol must have the capacity of 15 shots in the magazine.	As described in Technical Specifications No. 001/2023 ANNEX I-A	268	US\$853.36	US\$228,700.48
Item 2	it's characterized by a pistol with dimensions (length and height) and weight of the slide, barrel and frame/receiver smaller than the standard pistol, Full Size of the manufacturer. This pistol must have the capacity of 10 shots in the magazine.	As described in Technical Specifications No. 001/2023 ANNEX I-A	140	US\$886.82	\$124,154.80
Sum of totals values of items				\$1,740.18	\$352,855.28

1.2 TECHNICAL SPECIFICATIONS

As described in Technical Specifications No. 001/2023 ANNEX I-A.

1.3 STANDARDIZATION

1.3.1 Regarding the Principle of Standardization, as Justen Filho (2021, p.567) teaches: "Standardization is an instrument for rationalizing administrative activities, reducing costs and optimizing the application of resources. Standardization eliminates product variations in the judging phase, in use, conservation, among other advantages".

1.3.2 Considering that the standards stipulated by Brazilian Federal Decree No. 10,086/2022 were not adequate for the standardization to be carried out by the contracts, however, taking into account the uniqueness of projects from the same manufacturer such as: sizes, trigger activation keys, slide stop, magazine release position, identical shape and position of the buttstock (frame + grip); in addition to honoring economy for the Public Administration, avoiding unnecessary expenses with training and qualification of operators in different weapons, acquisition of

accessories and various equipment (holsters and flashlights, for example), and possible technical assistance in multiple weapons, it will provide standardization, enhancing safety for operators and the activities of the Protective Service Department.

1.4 SUPPLY

1.4.1 The products will be delivered in a single stage, after approval by the Technical Committee, through the batch validation test, as described in ANNEX I-B.

1.4.2 The CONTRACTED PARTY must deliver the products within a maximum period of 120 (one hundred and twenty) days, counted from the signing of the Contract and/or receipt of the Commitment Note, under the conditions and quantities set out in the Terms of Reference and its Annexes, which are part of the Notice, as requested by Warehouse/Logistic Section of Protective Service Department, located at Avenida Cândido de Abreu, s/nº, Palácio Iguazu - Centro Cívico - CEP 80530-140 – Curitiba/Parana/Brazil.

1.4.3 The CONTRACTED PARTY will be fully responsible for all freight/transport expenses, labor, taxes, fees, licenses and other charges due, until the object is supplied to the Warehouse/Logistic Section of Protective Service Department.

1.5 SAMPLES

1.5.1 The first classified bidder must deliver, within a maximum period of 30 (thirty) business days, accompanied by the qualification documents, the technical description and the respective sample of the object being bid, in order to verify that it meets the specifications of the notice and annexes, in previously defined location, according to item 1.2 et seq. of Annex I-B (Proof of concept, test script and batch validation), at the following location:

Place: Seção de Patrimônio e Logística da Casa Militar

Avenida Cândido de Abreu, s/nº, Palácio Iguazu - Centro Cívico. CEP 80530-140, Cidade Curitiba/Parana/Brazil.

Care of the Technical Committee President.

Evaluating entity: Technical Committee

Phone: (41) 3350-2717.

E-mail: lmurbach@casamilitar.pr.gov.br

1.5.2 For the examination of the sample, the designated Technical Committee may, at its discretion, request technical assistance or analysis.

1.5.3 The designated Technical Committee is responsible, within a period of up to 15 (fifteen) business days, to examine the samples presented and issue the Term of Acceptance / Technical Report.

1.5.4 The criteria for examining the samples is not restricted solely to verifying the conformity of the good offered, compared with the technical requirements expressed by parameters and performance standards contained in Annex I-A (Technical Specifications No. 001/2023) and reports and certifications presented by the winning bidder, but, above all, carrying out the proof of concept, provided for in Annex I-B).

1.5.5 If the winning bidder of the lot has his samples rejected or if they were delivered outside the specifications set out in this Notice, his proposal will be disqualified, and the bidder classified next will be immediately called to replace the disqualified one and so on, until the samples presented are accepted by the Administration.

1.5.6 Bidders who do not submit samples within the deadline set out in item 1.5.1 will also have their proposal automatically disqualified.

1.5.7 The bidder declared winner is conditioned to deliver the object of the bidding only in accordance with the samples presented and approved.

1.5.8 The presentation and acceptance of samples and materials does not exempt or reduce the supplier's responsibility or the guarantee of the products offered.

1.5.9 The bidder is responsible for any charges arising from trademarks, registrations and patents of the proposed object.

1.5.10 Until the deadline for delivery of samples has expired, the bidder may replace them until presentation for proof of concept testing;

1.5.11 In the case of samples to be presented by a foreign bidder, the latter will be responsible for all measures relating to the importation of weapons, in accordance with current legislation.

1.5.12 To comply with the sub-item above, the samples must be inspected by the company representative at the time of cargo release by the "Receita Federal do Brasil", in order to verify the characteristics, quantities and physical state of the imported items and which will be checked up by the Paraná Military Police;

1.5.13 International samples, under a temporary import regime (180 days) must occur in accordance with the provisions of article 30 of Brazilian Federal Decree No. 10,030/2019 (Regulation of Controlled Products), with importation in a port or airport area being mandatory, solely and exclusively, in the limits of the State of Paraná;

1.5.14 The samples will be subjected to tests, accompanied by the Technical Committee, appointed for this purpose, to verify the compliance of the product offered with the guidelines and technical specifications, parameters and performance standards contained in Annex I-A and I-B of this Terms of Reference, respectively (Technical Specifications nº 001/2023) and (Proof of concept, test script and batch validation).

2 JUSTIFICATION AND OBJECTIVE OF HIRING

Public contracts aimed at meeting the various needs that arise during the execution of activities arising from the duties of each public entity, must comply with the rites and limits established by specific legislation, such as Brazilian Federal Law No. 14,133, of April 1, 2021, which establishes general bidding and contracting rules for direct, autonomous and foundational Public Administrations of the Union, States, Federal District and Municipalities, as well as Parana State Decree No. 10,086, of January 17, 2022, which regulates, in scope of the direct, autonomous and foundational State Public Administration of the State of Paraná.

In this sense, the Protective Service Department, by virtue of Parana State Decree No. 2,680 of September 10, 2019, is responsible for planning, coordinating, directing and executing activities related to the security and personal protection of the Governor, Vice-Governor, their respective families and of official guests, the security of residences and the Iguazu Palace, as well as other buildings and people determined by the Governor.

For the full performance of regulatory activities, Protective Service Department has security agents, all belonging to the Public Security Secretariat of the State of Paraná – SESP.

On the other hand, despite this department belonging to the Governorship, as provided for in Parana State Law 21,352, of January 1, 2023, all personal protective equipment used by these agents, including firearms, also belong to SESP.

In this sense, it is mandatory to note that these materials are studied and dimensioned based on requirements absolutely different from those necessary to fulfill the missions and competencies of this agency, focusing on the technical and technological criteria of its equipment based on needs that exclusively involve public security actions.

While Public Security is concerned with the preservation of public order, adopting preventive and repressive actions, responding to incidents involving urban, rural and border patrols, managing crises, rebellions and combating organized crime, terrorism, etc., the main activity of the Protective Service Department it is essentially the protection of dignitaries and their families against possible acts of sabotage, robberies, kidnappings and all types of criminal attacks.

Given this scenario, each of these assignments requires the use of technology and weapons with certain qualities, which make them more or less recommendable for the desired job, whether in terms of public security or the security of dignitaries.

In general, conspicuousness is the hallmark of public security in Brazil and is carried out exclusively by the Military Police, although other bodies such as the Civil Police and Criminal Police are often in uniform.

Thus, the acquisition of these weapons is designed precisely to comply with this characteristic, allowing public police agents to be identified at a glance and for the conspicuousness nature of the firearm to appear as an instrument of deterrence.

On the other hand, the security activities of dignitaries are an antithesis to conspicuousness, as they aim at the approximate security of one or more authorities, without the agents being noticed or, in the slightest, perceived, and it is imperative that their weapons remain absolutely veiled.

In carrying out his duties, the security agent is responsible for repelling any situation of threat to protected people in any situation and location where they are, whether in the territory of Paraná or outside our State, whether in urban or rural perimeters, including in places where the rapid support from other security forces, especially the Military Police, is hampered.

Because of this, the agent must serve the protected authority and be as imperceptible as possible to the people or crowds surrounding him and – whenever feasible – wearing similar clothing and in accordance with the environment.

Therefore, security agents must be prepared to wear attire ranging from a full outing (suit with tie or suit) to, in some cases, physical education clothing, to accompany their Authority and/or VIP (very important person), highlighting that their clothing must always resemble the protected person's attire, substantiating discretion and dissimulation, without, therefore, neglecting the aspects of safety and prompt employment.

That said, a preliminary technical study that addresses these and other circumstances in the context of the security of dignitaries has never been processed or is being processed by SESP, whose competence is absolutely different from this Department.

In this regard, there was a recent acquisition of firearms by this department, with the Italian weapons manufacturer Beretta being the winner of the bidding process.

However, taking into account that the acquisition of these weapons sought to cover the entire public security force of the State, the technical requirements required did not consider the competencies and needs of the Protective Service Department, culminating in the acquisition of a firearm that exclusively meets the demands of the public security institutions of the State, but not to the demands of the Protective Service Department.

For this reason, whether because they are not small-sized weapons, which makes concealed carrying difficult, or because they do not meet the basic requirements for use in close security, the weapons acquired by SESP have become unsuitable for this agency.

It is known that in the search for efficiency in Administration, the Government must provide modern means and equipment that effectively influence the performance of the duties of its public agents and, in particular, adapt to the skills and activities carried out by each of its agencies.

Because of this, it is necessary to establish the relationship “weapon used x agency duties”, because, as stated: for each type of activity or occurrence there will be a certain characteristic of the weapon to be used; following an order of rational use of resources, always starting with those that offer greater compliance with the mission and less risk to the parties involved.

It is precisely at this moment, through predictability, logistics and the desires of this Preliminary Technical Study, that we intend to analyze the feasibility of acquiring compact and compact slim pistols to meet the demands of the Protective Service Department, meeting, above

all, the quality criteria and adequacy, enabling security agents to obtain maximum efficiency in their job.

For this reason, the request for weapons is directly linked to the fact that there is an extreme need for the effective and efficient operationalization of security agents in the various operations and missions highlighted, regardless of the environment and conditions, taking into account the complexity (extensive psychological, technological, doctrinal preparation, environmental asymmetry, presence of crowds and other authorities and the possibility of collateral damage), the demand (psychological and physical safety of the protected authorities, integrity of the areas of interest of the Protective Service Department or where the protected authorities have any exposure, making actions promoted by fanatics, gangs, factions, criminal organizations, etc. impossible), and the inadequacy of current weapons (designed exclusively for public security to the detriment of the security of dignitaries), as new firearms and accessories that incorporate the requirements elsewhere, combined with technological advances will give more credibility, security and trust to the services provided by this Department.

One of the requirements in choosing the weapon is precisely the smaller volume generated due to its reduced dimensions, making it more suitable for storing in clothes that are closer to the body than other pistols acquired or disposed of by SESP, being, therefore, classified as compact.

In the case of female security agents, given that women's physical build is normally smaller when compared to men, coupled with the fact that women normally wear tighter clothing, which highlights the body's silhouette more, it has become necessary to consider, in this same process, the acquisition of firearms of an even more compact size, here called "slim compacts".

However, male agents, who carry out close security for the authorities, need, in addition to compact pistols, also slim compact pistols, as it is not uncommon for the protected authority to frequent or travel through environments where the clothing used is nothing more than shorts, shorts and t-shirts (beaches, parks, woods, etc.), requiring, as already reinforced in this study, that agents dress in a similar way to he/she, as long as the volume of the weapon carried remains imperceptible.

In several countries, the expansion and application of correct, more anatomical weapons and appropriate technology have brought the agility, safety and efficiency necessary to the most diverse operations. However, nothing will be possible and no change will be effective if it is not supported by an adequate and technologically updated structure.

It is known that the search for efficiency in Administration is not limited to the creation of specialized agencies, but goes beyond that, with the Government having to provide modern means and equipment that effectively influence the performance of the duties of its public agents.

Therefore, this contract is subsumed under the requirements of the mission imposed on the Protective Service Department, seeking to acquire weapons with minimum quality and performance requirements for the professional activity of security of dignitaries, in order to guarantee the quality, safety, reliability and durability of this type of weaponry, expanding the response capacity of its personnel.

3 SOLUTION DESCRIPTION

As explained in the Preliminary Technical Study, the intended contract does not characterize a solution in a technical sense, however, its objective is the acquisition of 408 (four hundred and eight) firearms, of which 268 (two hundred sixty-eight) compact pistols and 140 (one hundred and forty) slim compact pistols, both with 9mm caliber, to meet the demands of the Protective Service Department of the State of Paraná.

Compact Pistol	223 authority security agent + 20% (TR*)	268 pistols
Slim Compact Pistol	39 Female (F) + 62 Male DOS (M) + 15 Male DTT (M) + 20% (TR*)	140 pistols
	Pistols Totals (rounded numbers)	408 pistols
	* Technical Reserve	

4 PRICE RESEARCH

4.1 In order to set the maximum prices and obtain the most advantageous contract, an extensive price survey was carried out, in accordance with the provisions of art. 368 of Parana State Decree No. 10.086/2022, as shown in the attached Price Formation Map.

4.2 The methodology for forming the Price Map was as follows:

4.2.1 Research in price databases of the GMS System, or in the price database available on the National Public Procurement Portal (PNCP); (Item I);

4.2.2 Research in the Price Bank System and prices charged in similar contracts (Section II);

4.2.3 Prices published in specialized media (Item III);

4.2.4 Direct research with companies specialized in the supply of firearms, duly justifying the choice of these suppliers in the attached Price Formation Map (Item IV);

4.2.5 Search in the national database of electronic invoices or in the Notas Paraná application (Item V); and

4.2.6 Official list prices (Item VI).

4.3 The lowest price of the searched parameters was adopted, pursuant to § 3 of art. 368, of Parana State Decree No. 10,086/22, aiming to prevent the possibility of overpricing at the end of the contract.

5 INSTALLMENT OF THE OBJECT

5.1 This bidding process will be carried out in a single lot and the object will be delivered in a single installment within the period stipulated in this Terms of Reference and in compliance with the provisions of paragraph "f" of item IV of art. 55 of Parana State Decree No. 10,086/2022.

5.2 The lot is composed according to the characteristics of the items, without logistical losses to the economy of scale for the Protective Service Department, in accordance with Summary No. 247 of the "Tribunal de Contas da União".

5.3 The centralization of items in a single lot was due to the material specifications and consequent standardization of goods, making the lot more attractive, with the aim of achieving more economical contracting. Furthermore, purchasing products from the same supplier will facilitate not only logistics and maintenance, as they will follow similar functional, mechanical and ergonomic parameters, but also the cost and ease of exchanging and/or replacing parts and mechanisms and reducing training costs.

6 SUSTAINABILITY

6.1 The contracted company must adopt the following sustainability practices, as long as they are compatible and required under the legislation of the country of origin:

I - Use products for cleaning and preserving surfaces and inanimate objects that comply with the classifications and specifications determined by ANVISA;

II - That it adopts measures to avoid the waste of treated water;

III - That it observe CONAMA Resolution No. 20, of December 7, 1994, or another that comes after it, regarding cleaning equipment that generates noise during its operation;

IV - To provide employees with the necessary safety equipment to performance the services;

V - That it carry out an internal training program for its employees, in the first three months of contractual execution, to reduce the consumption of electricity, water consumption and production of solid waste, in compliance with current environmental standards;

VI - That carries out the separation of recyclable waste discarded by agencies and entities of the direct State Public Administration, autarchic and foundational, at the generating source, and its destination to associations and cooperatives of collectors of recyclable materials, which will be proceeded by the selective collection of paper for recycling , when applicable, pursuant to Brazilian Federal Decree No. 4,167, of January 20, 2009;

VII - That respects the Brazilian Standards - NBR published by ABNT on solid waste;

VIII - That provides for the proper environmental disposal of used or useless batteries, as provided for in Law No. 16,075, of April 1, 2009.

6.2 Foreign companies must observe the sustainability practices required by the brazilian national legislation, where applicable.

7 HIRING OF MICRO COMPANIES AND SMALL COMPANIES

7.1 Under the terms contained in art. 49, item II and III, of Brazilian Complementary Law No. 123/2006, in this bid it will not be possible to apply the quota reserve for ME/EPP, considering: i) that historically companies classified as ME/EPP do not participate in bids for this object; and ii) that a price quote was sent to several companies in the sector, regardless of size. Within the budgets provided and the research carried out, no company fits the ME/EPP condition; iii) In “*Audiência Pública*” No. 008/2023/CM, held on June Thirteen of 2023, aiming the acquisition of compact and slim compact weapons for the Protective Service Department, no representative whose company falls under ME/EPP attended. Consequently, the companies that are able to supply the aforementioned firearms do not fit into the ME/EPP condition, therefore, the lot would be frustrated if quota reservations were made.

8 CLASSIFICATION OF COMMON GOODS AND SERVICES AND

8.1 The object of this bidding is classified as a common good, as it has the usual market specification and quality standard defined in a public notice, as established in item XIII of art. 6 of Brazilian Federal Law No. 14,133 of 2021.

9 THE PLACE AND TIME OF DELIVERY, AND THE CRITERIA FOR ACCEPTANCE OF THE OBJECT.

9.1. The delivery period for the goods is **120 (one hundred and twenty) days, counted from the signing of the Contract and/or receipt of the Commitment Note**, in a single shipment, to the address indicated in Annex VI of this notice.

9.2 The goods will be **provisionally received within 05 (five) days**, by the person responsible for monitoring and supervising the contract, for the purpose of later verifying their compliance with the specifications contained in this Terms of Reference and in the proposal.

9.2.1 Provisional receipt will be made at the location where the tests described in Annex I-B are carried out and counting of time will be considered from the validation of the lot by the Technical Committee.

9.3 Goods may be rejected, in whole or in part, when they do not comply with the specifications contained in this Terms of Reference and in the proposal, and must be replaced within 90 (ninety) days, counting from notification by the contractor, at their expense, without prejudice to the application of penalties.

9.4 The goods will be **definitively received within 30 (thirty) days**, after delivery of the lot to the address described in Annex VI, together with the provisional receipt, after checking the quality and quantity of the material and consequent acceptance through a detailed term.

9.4.1 In the event that the verification referred to in the previous sub-item is not carried out within the fixed period, it will be considered as carried out, with definitive receipt being consummated on the day the period expires.

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

9.6 The Contracted party must be available and capable of delivering the object to the address listed in Annex VI of this notice, according to the conditions and needs of the bidder.

9.7 The criteria for receipt are specified in item 7 of Annex VII (draft contract).

10 CONTRACTOR'S AND CONTRACTING PARTY'S OBLIGATIONS

10.1 These are the contracted party obligations:

10.1.1 Deliver the object in perfect condition, according to the specifications, deadline and location stated in the notice and its annexes, accompanied by the respective invoice, which will contain information regarding: brand, manufacturer, model, origin and warranty or validity period, and accompanied by the user manual, with a version in Portuguese and the list of the authorized technical assistance network, when applicable;

10.1.2 Be responsible for defects and damages arising from the object, in accordance with articles 12, 13 and 17 to 27, of the Consumer Protection Code (Brazilian Federal Law nº 8,078, of 1990);

10.1.3 Replace, repair or correct, at your own expense, within the period set out in the terms of reference, the object with faults or defects;

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

10.1.5 appoint an agent to represent you during the execution of the contract, and maintain communication with the Administration representative for the management of the contract;

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

10.1.7 keep your data updated on the National Public Purchase Portal (PNCP) and on the Unified Register of Suppliers of the State of Paraná, in accordance with current legislation;

10.1.8 maintain confidentiality regarding all information obtained as a result of fulfilling the contract;

10.1.9 bear the burden resulting from any error in the sizing of the quantities of your proposal, and must complement them, if what was initially foreseen in your proposal is not satisfactory for meeting the purpose of the bidding, except when there is:

10.1.9.1 qualitative change to the project or its specifications by the Administration;

10.1.9.2 delay in the issuance of the service execution order or supply authorization, interruption of the execution of the contract or reduction in the pace of work, by order and in the interests of the Administration;

10.1.9.3 increase in the quantities initially foreseen in the contract, within the limits permitted by Brazilian Federal Law No. 14,133, of 2021;

10.2 These are the Contracting party obligations:

10.2.1 receive the object within the deadline and conditions established in this notice and its annexes;

10.2.2 require compliance with all obligations assumed by the Contracted party, in accordance with the contractual clauses and the terms of its proposal;

10.2.3 thoroughly check, within the set deadline, the conformity of the object provisionally received, with the specifications contained in the notice and proposal, for the purposes of acceptance and definitive receipt;

- 10.2.4** communicate to the Contracting party, in writing, the imperfections, failures or irregularities found, setting a deadline for their correction;
- 10.2.5** monitor and inspect compliance with the Contracted party obligations, through a commission or specially designated employees;
- 10.2.6** make payment to the Contracted party in the amount corresponding to the supply of the object, within the period and manner established in this notice and its annexes;
- 10.2.7** make any tax withholdings due on the value of the invoice and invoice provided by the Contractor, as applicable;
- 10.2.8** issue a decision on requests and complaints related to the execution of the contract, except for requests that are manifestly impertinent, merely delaying or of no interest for the proper execution of the contract;
- 10.2.9** compensate the contractor, in cases of contract termination due to the exclusive fault of the Administration, for the regularly proven losses suffered, in addition to returning the guarantee, if any, and making payments due for the execution of the contract until the date of termination and the cost of possible demobilization;
- 10.2.10** adopt necessary measures for the investigation of administrative infractions, when an irregularity that constitutes damage to the Administration is found, in addition to sending copies of the applicable documents to the competent Public Prosecutor's Office, for the investigation of illicit acts within its jurisdiction;
- 10.2.11** provide any information and clarifications that may be requested by the Contracted party.

11 PAYMENT METHOD

- 11.1** The payment of each invoice must be made within a period not exceeding 30 (thirty) days from the date of the attestation of the Invoice, after proving the performance of the Contractor in all its obligations, already deducting the glosses and debit notes and upon verification of the Tax Regularity Certificate (CRF), issued through the Materials, Works and Services Management System - GMS, intended to prove regularity with the Federal, State (including the State of Paraná) for contractors headquartered in another State of the Federation) and Municipal, with the FGTS, INSS and Negative of Labor Debts (CNDT), subject to the provisions of the Term of Reference.
- 11.2** No payment will be made without the presentation of the required documents, as well as while irregularities that may be found in the invoice, in the supply of goods or in the fulfillment of contractual obligations are not remedied.
- 11.2.1** Payments will be conditioned on prior information by the creditor of the current account details with the financial institution contracted by the State, in accordance with the provisions of Parana State Decree No. 4,505, of 2016, subject to the exceptions provided for in the same rule.
- 11.3** The period established in item 10.1 will be suspended in the event provided for in item 12.4.1 of the General Conditions of the Auction.
- 11.3.1.** After the deadline for payment of the fine, if it has not been paid, the amounts will be deducted from the invoice presented.
- 11.4** Invoices must be issued in the name of CASA MILITAR, enrolled in CNPJ/MF n. 14.788.457/0001-17, located at Av. Cândido de Abreu, s/n°, Edifício Palácio Iguazu, CEP 80.530 000, Centro Cívico, Curitiba/Parana/Brazil, containing the bidding number, lot/item and product validation, for the purposes of stock tracking.
- 11.5** In the case of a foreign company, payment will be made in US dollars (US\$), through an International Letter of Credit issued by Banco do Brasil S/A;
- 11.6** In cases of possible delays in payment, as long as the Contracted Party has not contributed, in some way, to this end, it is agreed that the financial compensation rate due by the Contracting Party, between the due date and the effective payment of the installment, is calculated using applying the following formula:

EM = I x N x VP, where:

EM = late payment charges;

N = Number of days between the expected payment date and the actual payment date;

PV = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6/100)}{365} \quad I = 0,00016438$$

TX = Annual Fee Percentage = 6%.

12. SUPPLIER SELECTION CRITERIA AND CONTRACTING REQUIREMENTS

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

12.2 The economic-financial qualification criteria to be met by the supplier are set out in the notice.

12.3 The technical qualification criteria to be met by the supplier will be those established in Annexes I-A and I-B and in the Qualification Documents (Annex II of the Notice).

12.4 The company must have notable specialization and reputation in the manufacture and sale of firearms.

12.5 Considering that it is a firearm, a material that is considered a Controlled Product by the Army (PCE), bidders, whether national or foreign, must prove that they are authorized by the Brazilian Army (EB) to sell, import or represent the product in Brazil, complying with the requirements established by Brazilian Federal Decree No. 10,030, of September 30, 2019.

12.6 The weapons must have formally proven effectiveness and efficiency, in compliance with the notice, with evidence of practical use approved during the tests proposed by the Committee.

12.7 The criteria for judging the proposal are defined in item 6 of the Specific Auction Conditions.

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

13. SUBJECTIVE CHANGE

13.1 The continuity of the administrative contract is admissible when there is a merger, spin-off or incorporation of the contractor with another legal entity, provided that:

a) All qualification requirements required in the original bidding process are observed by the new legal entity

b) The remaining clauses and conditions of the contract are maintained; and

c) There is no prejudice to the execution of the agreed object and there is express consent from the Administration to the continuity of the contract;

13.2 The subjective change referred to in item 13.1 must be made by means of an Amendment to the Contract.

14. SUBCONTRACTING

14.1 This object does not allow subcontracting, except in the following cases:

I – Services related to customs clearance;

II – Transport of the object of this Agreement, including insurance;

III – Services related to the application of the tests provided for in Annex I-B.

14.2 In the case of item III of the previous item, subcontracting will depend on prior authorization from the contracting party, who is responsible for assessing whether the subcontractor meets the qualification and qualification requirements required in this Public Notice.

15 PERFORMANCE GUARANTEE

15.1 The successful tenderer, within 10 (ten) days after signing the Contract Term or acceptance of the equivalent instrument, will provide a guarantee in the amount corresponding to 5% (five percent) of the Contract value, which will be returned in accordance with the stipulated conditions in this Notice, as provided in art. 96 of Brazilian Federal Law No. 14,133, of 2021, as long as contractual obligations are met.

15.2 It will be up to the contracted party to choose one of the following types of guarantee:

15.2.1 Collateral in cash or public debt securities issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil, and valued at their economic values, as defined by the Ministry of Economy;

15.2.2 guarantee insurance;

15.2.3 Bank guarantee issued by a bank or financial institution duly authorized to operate in the country by the Central Bank of Brazil.

15.3 The cash guarantee must be deposited in favor of the contractor, at the Financial Institution indicated by the Administration, with monetary correction, in favor of the contracting party.

15.4 In the event of a change in the value of the contract, or extension of its term, the guarantee must be adjusted or renewed under the same conditions.

15.5 If the value of the guarantee is used in whole or in part to pay any obligation, the Contractor is obliged to make the respective replacement within a maximum period of 10 (ten) business days, counting from the date on which it is notified.

15.6 The Contracting Party will execute the guarantee in the manner provided for in the legislation that governs the matter.

15.7 The guarantee provided by the contractor will be released or refunded after the faithful execution of the contract or after its termination due to the sole fault of the Administration and, when in cash, updated monetarily. (art.100 of Brazilian Federal Law No. 14,133, of 2021).

15.8 In the case of guarantee insurance, the successful bidder will have 1 (one) month, counting from the date of approval of the bid and prior to the signing of the contract, to provide the guarantee.

16 CONTRACTUAL GUARANTEE OF GOODS

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

16.1.1 The warranty must cover all military equipment and its parts (accessories and spare parts).

16.1.2 The contractual guarantee is based on the fact that the object retains considerable complexity and is made up of several interdependent parts which, if they present hidden defects, could lead to future defects not covered by the legal guarantee.

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

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

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

16.5 Parts that are defective during the warranty period must be replaced with new, first-use, original ones that present quality and performance standards equal to or greater than those of the parts used in the manufacture of the equipment.

16.6 Once notified, the contracted party will repair or replace the goods that are defective or defective within a period of up to 60 (sixty) days, counting from the date of removal of the equipment from the Administration's premises by the Contracted party or authorized technical assistance.

16.7 The period indicated in the previous subitem, during its course, may be extended once, for an equal period, upon written and justified request from the Contracted party, accepted by the Contracting party.

16.8 In the event of the sub-item above, the Contractor must make equivalent equipment available, with a specification equal to or greater than that previously provided, for use on a temporary basis by the Contractor, in order to guarantee the continuity of administrative work during the execution of repairs.

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

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

16.11 The legal guarantee of the object has its own term of validity and is unrelated to that set out in the contract, allowing for the possible application of penalties in the event of non-compliance with any of its conditions, even after the contractual term has expired.

17 VALIDITY

17.1 The contract to be signed will be valid for 12 (twelve) months, counting from the signing of the contract.

18 ADJUSTMENT

18.1 The periodicity for adjusting the value of this contract will be annual, as provided for in Brazilian Federal Law No. 10,192, of 2001, using the Broad National Consumer Price Index (IPCA/IBGE) or General Market Price Index (IGP-M/ FGV), whichever is least burdensome to the Administration.

18.1.1. The base date for the adjustment will be linked to the estimated budget date.

18.1.2. The adjustment will be granted through a simple contract amendment, as provided in art. 136 of Brazilian Federal Law No. 14,133, of 2021.

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

18.3. Apostilles with financial effects retroactive to the date of signature will not be accepted.

18.4. The granting of adjustments not paid at the appropriate time will be determined by a specific procedure.

19 BUDGET RESOURCES

19.1 The expenses arising from this contract will be paid by specific resources allocated in the General State Budget for this year, in the allocation detailed below:

Budget Allocation: 1502.04.122.42.6023 – Administrative management – Military House.

Font: 101

Expense Element: 4.4.90.52.14 – Firearm.

20. ADMINISTRATIVE SANCTIONS

The bidder and the contracted party who incur infractions are subject to the administrative sanctions provided for in art. 156 of Federal Law No. 14,133 of 2021 and in arts. 193 to 227 of Decree No. 10,086, of January 17, 2022, without prejudice to possible criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

21. PARANA STATE DECREE No. 10,086, of 2022.

The civil servants who subscribe to this Term of Reference certify that they have fully complied with the regulations established by Brazilian Federal Decree No. 10,086 of 2022 and the guidelines contained in the Standardized Draft approved by the Attorney General of the State of Paraná.

ANNEX I-A

TECHNICAL SPECIFICATIONS NUMBER 001/2023

(Committee for the Acquisition of Weapons for Protective Service Department)

OBJECT:

**COMPACT AND SLIM COMPACT CENTERFIRE PISTOL, CALIBER 9X19MM, FOR
SPECIFIC PROTECTIVE SERVICE DEPARTMENT AGENT USE**

Made in: March / 2023	Updated: July / 2023	Validity: Undetermined
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Source: Committee for the Acquisition of Weapons for Protective Service Department;
 Technical Support: Centro de Material Bélico / DALF / PMPR (Esp. Téc. Nº 004/2022);
 Reference standards:

- NATO AC/225(DSS)D(2018)0006;
- Norma *Erprobungsrichtlinien (ER) Zur Technischen Richtlinie (TR) Pistolen in Kaliber 9 mm x 19 – 2008* - Technical Guideline for 9 mm x 19 caliber pistols, from the Police Technical Institute (PTI), from German Police College (DHPol)
- NIJ Standard – 0112.03, MIL-STD-810G;
- SAAMI Z **Indeterminada** 299.3-2015;
- MIL-STD 1913;
- STANAG 4694;
- NT SENASP nº 001/2020 – Pistols, caliber 9x19 mm and .40 S&W;
- Portaria nº 213 - COLOG/CEX, de 15 de setembro de 2021/ Defense Ministry

Keywords: Weapon, 9mm x 19mm caliber Pistol Compact and Slim Compact	Number of pages with annex I-B: 35 (thirty five)
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1. OBJECTIVE

Establish the technical characteristics of the type of weapon, **compact pistol and slim compact pistol category**, caliber 9x19mm, for operational police use, aiming to provide the Protective Service Department of the Governorship of the State of Paraná with modern, efficient, safe and suitable weapons for approximate security veiled actions, overt police and preservation of public order.

2. GENERAL CHARACTERISTICS

2.1. Handgun firearm, compact and compact slim pistol category, semi-automatic, caliber 9x19mm, line (without customization), with rail for attaching accessories, according to item 4.4.2.3 of these specifications, with the rail being integrated and chiseled into the frame, in accordance with the tests applied in reference standards;

2.1.1 Both models must be supplied by the same manufacturer and must belong to the same project/family of weapons, maintaining the greatest possible similarity, with the exception of dimensions, as they are weapons of different sizes;

2.1.2 All visible parts of the weapon must be black;

2.1.3 Customization is understood as the solution presented by the manufacturer in order to specifically meet certain specifications. This concept does not include the solution already available in the manufacturer's line, even in other models and calibers.

2.2. COMPACT PISTOL

2.2.1 It is characterized by a handgun centerfire pistol, with dimensions (length and height) and weight of slide, barrel and frame (frame/receiver) smaller than the Standard pistol, the manufacturer's full size pistol. With capacity of 15 shots in the magazine, as detailed in the sub-items of items 3 and 4 of these Technical Specifications.

2.3 SLIM COMPACT PISTOL

2.3.1 It is characterized by a handgun centerfire pistol, with dimensions (length and height) and weight of slide, barrel and frame (frame/receiver) smaller than the Standard, Full Size and Compact Pistol of the manufacturer. With capacity of 10 shots in the magazine, as detailed in the sub-items of items 3 and 4 of these Technical Specifications;

2.3.2 Have a Striker Fire operating system, with a Double Action trigger, allowing semi-tensioning of the firing pin (3.17 and 3.3 — NIJ Standard — 0112-03), as long as its operating mode is not characterized as Single Action (Single Action) for firing shots (3.16 — NIJ Standard — 0112-03);

2.3.3 Single action: operating mode that uses the trigger only to fire the pistol (3.16 - NIJ Standard – 0112.03);

2.3.4 Double action: operating mode that allows a single trigger pull to perform an internal cocking and release of the internal striker (3.3 - NIJ Standard – 0112.03);

2.3.5 Striker fire: pistol that uses an internal mechanism for the firing pin to detonate the fuze. In operation, the pistol is normally in a partially cocked condition. Pulling the trigger completes the activation and then releases the firing pin mechanism to fire the pistol (3.17 - NIJ Standard – 0112.03);

2.3.6 Armament must be capable of using national and imported ammunition, within the specified caliber, that meet, at least, SAAMI Z 299.3-2015 standards (Dimensions, Pressure and Velocity for central fire pistols) and C.I.P standards;

2.3.7 All tests on the samples to be carried out in this event listed in Annex I-B of these Technical Specifications and the Notice, must use 9x19mm caliber ammunition of the JHP (Jacketed Hollow Point) type of 124 GR, with a speed of 370m/s (+-10), which meets the SAAMI (Sporting Arms and Ammunition manufacturer's Institute) Z 299.3-2015 standard for 9x19mm ammunition with regard to aspects of dimensions, pressure and safety;

2.3.8 Weapons must have top-notch finishing, without signs of corrosion, imperfections, burrs and/or leftover materials, which demonstrate a lack of quality in the manufacturing process, in order to avoid injuries to users, malfunctions, procedures and premature wear. of armament.

2.3.9 First-level maintenance (assembly and disassembly), including chargers, must be easy to carry out by the user, without the use of tools, except the use of a pin puller, as well as without the possibility of incorrectly assembling parts; therefore, if this possibility affects function and safety, the weapon must be rejected;

2.3.10 All accessories and spare parts, incorporated or not, must be appropriately sized to the weapon, having the same characteristics, quality and specifications required in this specification to meet the purpose for which they are intended.

3. SPECIFIC CHARACTERISTICS

3.1 ABOUT SAFETY

3.1.1 They must have a trigger locking system (trigger lock), which prevents the trigger from being activated by inertial action or involuntary activation, unless the trigger button is correctly activated;

3.1.2 They must have an internal firing pin locking system (firing lock), preventing the firing pin from reaching the fuze, unless the trigger button is correctly activated, with no marking of the fuze being permitted when simply handling the bolt, lock decoking safety, rough handling or dropping the weapon;

3.1.3 It must withstand a fall or shock, not subjecting the weapon to disarming or involuntary activation of the action and safety systems, due to inertia or shock, if this occur;

3.1.4 It must have an ammunition indication system in the chamber that is easy and clear to see (loaded weapon indicator);

3.1.5 All characteristics described above, relating to safety devices and internal works, must be proven in accordance with what is described in all tests on the samples in Annex I-B of these technical specifications.

3.2 REGARDING EXTERNAL AND INTERNAL FINISHING

3.2.1 All external and internal buttons, parts and mechanisms of the weapon must be capable of withstanding the tests of the proposed standards (especially the subsequent subitems of subitems 2.9., 2.13. and 2.15, of the referenced NATO standard), without any derogatory additives in its constitution or construction, having internal and external treatment with high capacity to resist bad weather (including extreme weather); rusticity of handling and transportation; adverse conditions; oxidation, abrasions and shocks; anti-reflective; resistant to chemical/mineral agents; UV testing protocols (in the case of polymer); and compatible with chemical agents, solvents, liquids and lubricants;

3.3 REGARDING THE BARREL, CHAMBER AND LOCKING

3.3.1 Barrel: Equipped with striations (raying), right-handed or left-handed, with a polygonal-type core on the longitudinal axis (rounded corners), or with traditional L&G grooves (sharp corner), measured from the limit of intersection of the barrel itself with the chamber to its opposite end (muzzle);

3.3.2 Chamber (headspace): According to the definition of the systematics and measurement indicators, it follows the constant in terms of subitem 5.2.1 of the referenced NIJ Standard, being measured from the limit of intersection of the chamber itself with the pipe to its opposite end where the locking occurs;

3.3.3 The dimensional parameters related to the pipe, pipe orifice, diameters and areas related to the grooves (raying) are established by subitem 5.4. and subsequent ones, of the aforementioned NIJ Standard (in line with the specifications of the SAAMI standard), and that contained in APPENDIX A - REFERENCE DIMENSIONS of the same NIJ standard;

3.3.4 Locking: At the manufacturer's discretion, as long as they meet the safety and operating reference standards. A triggering event without proper locking will be considered a critical functional failure.

3.4 REGARDING THE LENGTH OF THE BARREL

3.4.1 The barrel of the **compact pistol** must have a length of at least 3.8 (three point eight) inches, that is, 96.5mm (ninety-six point five millimeters) and a maximum of 4.2 (four point two) inches, that is, 106.7mm (one hundred and six point seven millimeters);

3.4.2 The barrel of the slim compact pistol must have a length of at least 3.3 (three point three) inches, that is, 83.82mm (eighty-three point eighty-two millimeters) and a maximum of 3.7 (three point seven) inches, that is, 93.98mm (ninety-three point ninety-eight millimeters).

3.5 REGARDING THE USEFUL LIFE OF THE BARREL

3.5.1 Minimum of 20,000 (twenty thousand) shots.

3.6 REGARDING TOTAL LENGTH

3.6.1 For the **compact pistol**, it must be a minimum of 173 mm (one hundred and seventy-three millimeters) and a maximum of 187 mm (one hundred and eighty-seven millimeters);

3.6.2 For the **slim compact pistol**, it must be a minimum of 160mm (one hundred and sixty millimeters) and a maximum of 172mm (one hundred and seventy-two millimeters).

3.7 REGARDING TOTAL LENGTH

3.7.1 For the **compact pistol**, with a 15 shot magazine, a minimum of 125mm (one hundred and twenty-five millimeters) and a maximum of 140 mm (one hundred and forty millimeters);

3.7.2 For the slim compact pistol, with a magazine of 10 (ten) or more shots, a minimum of 122mm (one hundred and twenty-two millimeters) and a maximum of 132mm (one hundred and thirty-two millimeters).

3.8 REGARDING THE TOTAL WIDTH OF THE WEAPON

3.8.1 For the **compact pistol**, minimum of 30mm (thirty millimeters) and maximum of 36mm (thirty-six millimeters);

3.8.2 For the **slim compact pistol**, minimum 25mm (twenty-five millimeters) and maximum 30mm (thirty millimeters).

3.9 REGARDING THE TOTAL WEIGHT OF THE WEAPON

3.9.1 Compact pistol, with empty magazine, minimum of 650g (six hundred and fifty grams) and maximum of 780g (seven hundred and eighty grams);

3.9.2 Slim compact pistol, with empty magazine, minimum of 500g (five hundred grams) and maximum of 600g (six hundred grams);

3.9.3 In the sample tests, the weights measured in Annex I-B of these specifications, with the pistols with an empty magazine, with a full magazine and only the empty magazine, are failure parameters, when the pistols present variations in mass greater than 5% between samples presented in these criteria.

3.10 REGARDING ERGONOMICS

3.10.1 It should allow the same weapon to be used by police officers with different hand anatomies. Therefore, the compact pistol model, with 15 shots, must have an adjustment solution, to enable adaptation to the user's type of grip (backstrap type or other solution), in different sizes (small, medium and large), or any other way, except for the use of "hogue" gloves and/or variations in the wrist implemented by improvised or exclusive customizations (such as, for example, addition of plates);

3.10.2 In the **compact pistol** model, each weapon supplied must contain all ergonomic solution options, in at least three different sizes (S, M and L);

3.10.2.1 The adjustment solution required according to item 3.10.1, whether in the case of a backstrap or another solution, must include a size that allows for the full expansion of the distance between the back of the handle in relation to the trigger in order to meet the effectiveness functionality of the adjustment solution ergonomics;

3.10.3 The slim compact pistol must have pleasant ergonomics for different hand anatomies. However, due to its reduced dimensions, it does not require an adjustment solution described in items 3.10.1. and 3.10.2.

3.11 REGARDING “ZARELHO”

3.11.1 In the compact size pistol there must be a hole or handle for attaching the weapon retention equipment clip, known as a “zarelho”, without its existence and shape compromising the anatomical design and hindering the insertion/removal of the magazine, nor hindering the coupling. of the carabiner, with the magazine inserted in the handle of the weapon;

3.11.2 In the slim compact size pistol, you will not need to use a flashlight.

4 OPERATION

4.1 SLIDER STOP

4.1.1 Mandatory ambidextrous or reversible type for the compact pistol, knurled or textured, allowing the operator to unlock the slide with the hand holding the weapon, activated with just one action by the user with ergonomic and functional positioning, without causing damage or loss of grip or the framing of the weapon's aiming device;

4.2 MAGAZINE RELEASE BUTTON

4.2.1 Mandatory ambidextrous or reversible type for both models, knurled or textured, positioned so as not to disturb the grip, located on the frame, in the junction area of the trigger guard and the handle (handle), nor to favor its accidental or unintentional activation in resulting from the use of the weapon by the operator, or when transporting it in a holster, allowing it to be removed (fully loaded or with any number of cartridges or even empty), freely when the weapon is held through voluntary action by the operator on the magazine release button;

4.2.2 It must be activated by pressing it in the lateral direction of movement by the police officer's thumb or finger. A detent that is activated by a downward movement is not permitted;

4.2.3 It must be designed to allow positive magazine release with a minimum of 4 lbs. of pressure and a maximum of 8 lbs. of pressure on the detent, to release when fully compressed by the officer, to reduce the likelihood of inadvertent magazine release during transport, handling and/or firing;

4.2.4 When activated, as contained in the previous sub-items, immediately, without external forces, the magazine must fall freely only due to the action of gravity, whether empty or loaded.

4.3 OPERATION CAPACITY AND NUMBER OF SHOTS

4.3.1 It must be capable of operation and firing, without compromising safety, shooting accuracy and functioning of the weapon, after 100% (one hundred percent) interchangeability of the parts, at any level of disassembly, under the conditions contained in the respective tests provided for in these specifications.

4.4 FRAME/RECEIVER

4.4.1 It must be able to withstand the tests of the proposed standards (especially the subsequent subitems, subitems 2.9., 2.13. and 2.15, of the referenced NATO standard), without any derogatory additives in its constitution or construction, having internal and external treatment, with high capacity to resist adverse weather conditions (including extreme weather); rusticity of handling and transportation; adverse conditions; oxidation, abrasions and shocks; anti-reflective; resistant to chemical/mineral agents; UV testing protocols; and compatible with chemical agents, solvents, liquids and lubricants, specifically, with a trigger guard of dimensions capable of allowing the

operation of the weapon by a user wearing gloves, without compromising the efficiency and effectiveness of shooting;

4.4.2 The frame must:

4.4.2.1 Have an ambidextrous non-slip surface, in the area of manual contact of the handle;

4.4.2.2 Enable the implementation of a solution that meets the requirement of subitem 3.10 of these Technical Specifications, allowing the adaptation of the handle to different hand sizes for the compact model;

4.4.2.3 It has a rail for attaching accessories, for the compact model, in the picatinny standard (MIL-STD 1913 and STANAG 4694), for the slim compact model the rail will maintain the thickness of the weapon, with the rail being integrated and chiseled, as per the requirement of subitem 2.1 of these Specifications.

4.5 SLIDER

4.5.1 It must be entirely made of steel, capable of withstanding the tests of the proposed standards. Specifically, regarding external and internal treatment, it must comply with what is stated in the subsequent sub-items, sub-items 2.9., 2.13. and 2.15, of the referenced NATO standard, without any derogatory additives in its constitution or construction, with a high capacity to resist adverse weather conditions (including extreme weather conditions); rusticity of handling and transportation; adverse conditions; oxidation, abrasions and shocks; anti-reflective; resistant to chemical/mineral agents; and compatible with chemical agents, solvents, liquids and lubricants, specifically;

4.5.2 The front and rear, sides (right and left) must be equipped with grooves, knurls or slots, in order to allow the user easy cycling when in operation, in the area of manual contact;

4.5.3 Must completely cover the barrel (with the exception of the chamber portion), allowing no more than 0.25" (6.35 mm) of the muzzle (crown) of the barrel to exceed the slider design, without the use of a noise suppressor with its docking system.

4.6 REAR AND FRONT SIGHT

4.6.1 Three-point type, composed of tritium inserts, self-luminescent material for viewing in low-light environments or other superior technology available, with the possibility of adjustment by a gunsmith;

4.6.2 Aiming points must include a tritium light source insert surrounded by a protective tritium attachment sleeve;

4.6.3 The illumination color of the mass and rear sight must be green, and the protective sleeve must be white;

4.6.4 To support convenient and rapid target acquisition the circular points of the handle and mass must have at least the following standard diameters:

4.6.4.1 Front Sight – minimum of 2.50mm ± 0.05mm;

4.6.4.2 Rear Sight – minimum of 2.40mm ± 0.05mm;

4.6.5 The diameter considered is just of the tritium lamp and the protective sleeve; painted rings or painted decals are not considered acceptable within the allowable diameter measurement, as they only increase the useful diameter of the aiming point during use in bright environments, but not during low light operations;

4.6.6 The internal surface of the luminous cavities of the metal sight (mass and sight handle) must be painted white before inserting the tritium lamp to eliminate loss of light and guarantee the maximum possible illumination brightness;

4.6.7 The full diameter of the aiming point (tritium lamp and protective sleeve) must be covered with a protective sapphire window;

4.6.8 Tritium sights must be designed and manufactured so that the tritium light source provides at least 10 years of usable illumination.

4.7 TRIGGER

4.7.1 It must be double action, in the Striker Fire system, and the pull weight of the trigger, for its full travel and operation of the firing mechanism, must be from 5 (five) lbf to 15 (fifteen) lbf, as described in item 4.5.3, "c" of NIJ Standard – 0112.03;

4.7.2 Double action trigger: driving component of the firing mechanism that, through its movement, performs the action of arming and releasing the firing pin for firing;

4.7.3 Other characteristics of the trigger and its mechanism:

4.7.3.1 Being unlocked, it must be consistent in its path and weight, enabling the police officer, with the hand holding the weapon, voluntarily with just one action of activating it, to carry out the cycle for firing and recovery to engage (arm) the trigger mechanism again;

4.7.3.2 Moves and/or lateral movements are not permitted during triggering for firing and recovery to re-engage the percussion mechanism, as this leads to errors and lack of precision;

4.7.3.3 It must be properly adapted to its format, at the manufacturer's discretion, as long as it meets the safety and operating reference standards, with ergonomic and functional positioning, without causing harm to use or loss of grip.

4.8 MAGAZINE

4.8.1 The **compact pistol** must be accompanied by two magazine models. The first magazine must have a capacity for 15 (fifteen) cartridges without any type of magazine extension, meeting the total height described in item 3.7.1 of these Technical Specifications. It must be of the box type, bifilar, steel magazine tube, devoid of easily released parts (especially when thrown to the ground when empty or loaded), with a viewing window for the quantity of ammunition, in at least the full magazine positions and intermediate, with a design that does not compromise use and ergonomics when attached to the weapon. The second model must maintain all the characteristics described above, only having its capacity increased to 17 (seventeen) or more cartridges (not exceeding 19 [nineteen] shots), through the use of a magazine extender;

4.8.2 In the **slim compact model**, the magazine must have a minimum capacity of 10 (ten) cartridges without any type of magazine extension, and may have a greater capacity, as long as it meets the total height described in item 3.7.2 of these Technical Specifications. It must be of the box type, monofilar or bifilar, with reduced thickness (which allows the reduced width of the weapon's handle, frame and bolt, as per items 2.1.2. and 3.8.2.), steel magazine tube, devoid of parts easy to release (especially when thrown to the ground when empty or loaded), with a viewing window for the quantity of ammunition, in at least the full and intermediate magazine positions, with a design that does not compromise use and ergonomics when attached to the weapon;

4.8.3 Follower with warning coloring that stands out from the rest of the weapon;

4.8.3.1 External and internal finishing must comply with the characteristics described in subitems 2.1.2 and 3.2, both of these Technical Specifications;

4.8.4 For hybrid chargers (steel body, coated in polymer), proof of resistance to delamination must be presented, through a technical report issued by an accredited laboratory;

4.8.5 Magazine butt plate and magazine extension, described in items 4.8.1 and 4.8.2, must be made of the same material and finish as the body or another with high resistance, which meets the requirements in subitems 2.1.2 and 3.2., both of these Technical Specifications, with proven compliance with all tests described in Annex I-B, also of these specifications, in a design that accompanies the rear face of the magazine, firmly fixed to the magazine tube, and removable.

5 IDENTIFICATION

- 5.1** Institutional and security identifications must be in accordance with Ordinance No. 213 - COLOG/CEX, of September 15, 2021/ Ministry of Defense;
- 5.1.1** Serial numbering with coinage on the barrel at the height of the chamber;
- 5.1.2** Serial numbering on the slide (on the side of the ejection window, making it easier to see);
- 5.1.3** Serial numbering on the frame or grip if there is no place on the frame;
- 5.1.4** Coined or lasered logo or name of the manufacturer;
- 5.1.5** The mandatory numbering stipulated by CMB/DALF-PMPR must be made and positioned in such a way that it is resistant to damage due to falling, impact against bulkheads, abrasion of other hard surfaces, bad weather, and such marking is guaranteed to be visible and of quality, during the life usefulness of the pistol, taking into account the adversities of police service;
- 5.1.6** Coat of arms of the Federative Republic of Brazil, the State of Paraná and the name CASA MILITAR, in full, engraved on the bolt. The specific location on the slider will be established after defining the model to be purchased.

6. ACCESSORIES AND IMMEDIATE REPLACEMENT PARTS

6.1 ACCESSORIES

6.1.1 Weapons must be delivered in a high-resistance polymer suitcase-type container that allows them to be locked, which has a hinge system, with external identification of the weapon number, made of protective material that prevents friction and possible deformities, in order to protect the set and guarantee its integrity, and must contain the following items, listed below:

6.1.1.1 01 (one) basic cleaning material (cleaning brush);

6.1.1.2 01 (one) manual in Portuguese (Brazil), with information on conservation, maintenance, limits of use for cleaning and care regarding the operation of the material

6.1.1.3 The manual must contain an indicative maintenance table for the parts that make up the weapon, referring to the review/replacement period for each part versus the number of shots the weapon will be subjected to;

6.1.1.4 01 (one) grip kit for adjusting the handle in accordance with that described in subitem 3.10 of these Technical Specifications, if applicable;

6.1.1.5 For the Compact Pistol model, 02 (two) magazines of 15 and 03 (three) magazines with 17 shots

6.1.1.6 In the Slim Compact Pistol model, 04 (four) magazines with at least 10 shots.

6.2 IMMEDIATE REPLACEMENT SET

6.2.1 In order to minimize downtime resulting from maintenance due to possible damages, a percentage of 2% (two percent) of the total contract value in parts for immediate replacement must be delivered. The list of parts to be delivered will be established by the Technical Material Receipt Committee (CTRM) after knowing the winning company and establishing the manufacturer's models that will make up the lot to be delivered. The established parts, in the correct quantity, will be delivered together with the final delivery of the Lot.

7. DETAILED DESCRIPTION

Lot	Item Description	Detailed description that makes up the item		Qty
Single Lot	1 Compact Centerfire Pistol semi-auto caliber 9x19mm	1	Compact Centerfire Pistol semi-auto caliber 9x19mm	268
		2	Operating accessories integrated into each unit	01 per pistol
			Polymer briefcase with 01 (one) Cleaning kit	01 per pistol

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		with accessories		01 (one) Pistol manual 01 (one) Backstrap Kit (S,M,L) or Grip Kit (S,M,L) 02 (two) 15-shot magazines 03 (three) 17-shot magazines		
2	Slim Compact Centerfire Pistol semi-auto caliber 9x19mm with accessories	1	Slim Compact Centerfire Pistol semi-auto caliber 9x19mm		140	
			2	Operating accessories integrated into each unit		01 per pistol
				Polymer briefcase with	01 (one) Cleaning kit 01 (one) Pistol manual 04 (four) Magazines with at least 10 shots	01 per pistol
3	Immediate Replacement Set	1	2% (two percent) of total contract value			

ANNEX I-B

PROOF OF CONCEPTS, TEST SCRIPT AND LOT VALIDATION (INTENDED FOR ACQUISITIONS MADE VIA PROTECTIVE SERVICE DEPARTMENT OF PARANA)

1. GENERAL CONCEPTS AND SCRIPT TO CONDUCT WEAPONS TEST

1.1 GENERAL CONCEPTS

1.1.1 The procedures relating to tests for both proof of concept and batch validation will be carried out in a location indicated by the contracted party, following the requirements and scripts established here, preferably by an independent and accredited laboratory. The location where the tests will be carried out must have the technical and logistical conditions to comply with the entire test script (including using all the equipment necessary to reproduce the tests, such as calipers, height charts, performance tables for measurements, scale, device for testing drops from a determined height, dynamometer, room thermometer, chronograph, measuring tape, thermographic camera or laser thermometer, stand (Ramson Rest or similar), duly calibrated (in the measurement equipment where such condition is applicable) . Metrology and measurement instruments must be properly calibrated, and a calibration certificate issued by an organization belonging to the Brazilian Calibration Network (RBC/INMETRO) or by Calibration Laboratories recognized by INMETRO or that are signatories to mutual recognition agreements in international forums available on the website <http://www.inmetro.gov.br/barreirastecnicas/recmutuo.asp>;

1.1.2 All costs for carrying out the proof of concept and batch validation tests will be the responsibility of the contracted party, such as ammunition, equipment to carry out the tests, weapons used/damaged and the provision of human resources for operational support.

1.2 PROOF OF CONCEPT

1.2.1 The proof of concept will be carried out in a public session, in which the company that won the dispute will be evaluated for compliance with the established requirements. In this session, a representative of each company participating in the event, upon prior registration, may be present;

1.2.2 The company must communicate to the Administration, at least 15 (fifteen) calendar days in advance, about the availability of weapons and accessories so that the location where the proof of concept will be carried out can be publicized to all interested parties, and the tests application could be changed at the discretion of the designated committee;

1.2.3 To verify international technical quality standards, applied in the manufacturing process of the weapon that will be supplied, during the proof of concept, prior to the presentation of samples for testing, the following documents will be required to be presented:

1.2.3.1 Report(s), issued by test bench(es) or by independent accredited laboratory(ies), which attest that the weapon, of the same model and caliber, object of item 1 of Lot, that is, the COMPACT size pistol, meets the requirements of NATO standards AC/225(DSS)D(2018)0006 OR Norm Erprobungsrichtlinien (ER) Zur Technischen Richtlinie (TR) Pistolen in Kaliber 9 mm x 19 – 2008 - Technical Guideline for 9 mm x 19 caliber pistols, from the Police Technical Institute (PTI), from the German Police College (DHPol);

1.2.3.2 Report(s) issued by test bench(es) or by independent internationally accredited laboratory(ies), which attest that the weapon, of the same model and caliber, meets the requirements regarding the useful life of the pipe, set out in subitem 3.5 of the Technical Specifications;

1.2.3.3 To verify international quality standards, applied in the manufacturing process of the weapon that will be supplied, the presentation of a Quality Control certification of the supplying company's production line and processes, issued by a reputable and independent body, certifying

that the company has a Quality System implemented in accordance with ISO series standards or corresponding to such standards internationally.

1.2.4 Furthermore, to verify the regularity of commercialization and operability of the weapons that will be supplied, the presentation of the following documentation will be required during the proof of concept, prior to the presentation of samples for testing:

1.2.4.1 For a Brazilian company, proof of manufacturing and commercialization authorization through an Experimental Technical Report (RETEX) issued by the Brazilian Army;

1.2.4.2 For a foreign company, proof of manufacturing and commercialization authorization, similar to the Experimental Technical Report (RETEX) mentioned above, through a document issued by a test bank or Official Agency in the country of origin;

1.2.4.3 In both cases of the previous items (national or foreign manufacturer), companies must present proof of authorization to manufacture and sell the weapons models offered (same brand, model and caliber) issued at least 12 (twelve) months before the opening date of the contest.

1.2.4.4 Document(s) certifying that the compact pistol model offered has operational maturity of at least 01 (one) year, proven through effective supply to public security and/or military institutions, in at least 3 (three) police or military agencies, which may be from different countries. Proof of operational maturity will be provided by presenting a declaration from the institution that has the model in its military arsenal during the required period, a copy of the supply contract, or any other suitable means;

1.2.4.5 To verify the durability of hybrid magazine (steel body, coated in polymer), a technical report issued by an accredited laboratory will be required at the sample presentation stage, proving their resistance against delamination.

1.2.5 The Bidder, in the case of foreign documents, must present them apostilled or consularized and translated into Portuguese by a sworn translator in Brazil.

1.2.6 After the documentary phase, proof of concept tests will be carried out; The tests contained in item 2 of this Annex I-B - Test Plan will be applied, and the tests will be supervised by the Contract Planning Team, made up of at least 3 (three) members designated by the contracting party (made up of members of the Commission for the Acquisition of Handgun Firearm to the Protective Service Department of Parana, which may be complemented by a Military Police member of the CMB/DALF-PMPR, to be designated by the General Command of the PMPR); these tests will take place in a proving ground provided by the weapons manufacturer, with the costs of the proof of concept and other travel, accommodation and food expenses for the appointed committee members being covered by the bidder;

1.2.7 To carry out the proof of concept tests, the bidding company must present 08 (eight) weapons, 4 (four) of the Compact model and 4 (four) of the Compact Slim model, which will make up the sample, according to item 2.1 of the Test Plan;

1.2.8 During the proof of concept tests, both models must be exposed to the entire list of Test Plans in this Annex I-B. Exchange for another similar model from the manufacturer is not permitted, in the event of failure of one of the models presented. If this occurs, the company that has one of the models failed in the phases provided herein will be disqualified.

1.3 LOT VALIDATION TESTES

1.3.1 The batch validation tests will be supervised by the Acquisition Weapons Committee of Protective Service Department, composed of at least 3 (three) members designated by the contractor, and may be complemented by a Military Police member of the CMB/DALF-PMPR, to be designated by the PMPR General Command, in the facilities provided by the weapons manufacturer;

1.3.2 The travel, accommodation and food expenses of the members indicated in the previous item will be covered with resources from the CONTRACTING PARTY;

1.3.3 The company must inform the Administration, at least 15 (fifteen) calendar days in advance, about the availability of weapons and accessories so that the location where the batch validation tests will be carried out can be publicized, for all interested parties, the test application date may be changed at the discretion of the designated committee;

1.3.4 The batch validation tests will be carried out as soon as possible, after notification informing the completion of production, made by the contractor to the contractor, as per the previous item;

1.3.5 The members of the commission designated by the contracting party will randomly choose, from among the entire batch to be validated, the 08 (eight) weapons that will make up the sample for the batch validation tests, according to item 2.1 of the Test Plan.

1.3.6 The tests will take place in a proving ground provided by the weapons manufacturer, with the test expenses being covered by the winner bidder;

1.3.7 During the batch validation tests, both models must be exposed to the entire list of items in the Test Plan of this Annex I-B.

1.3.8 Weapons that may be damaged during batch validation tests must be completely replaced or have damaged parts replaced with new ones, depending on the severity of the damage. The damaged weapon, whether completely replaced or having parts replaced, must be returned to the batch in a new condition.

1.3.9 At the end of the batch validation tests, a report will be drawn up containing the results obtained, with final receipt being executed in case of approval in all the stages provided for here.

1.4 REQUIREMENTS FOR CARRYING OUT PROOF OF CONCEPT AND BATCH VALIDATION TESTS.

1.4.1 The basic prerequisites for the tests will be:

1.4.1.1 All weapons must be clean and lubricated in accordance with the weapon manual, without excess lubrication before the start of each test;

1.4.1.2 All failures, stops and corrective actions carried out during tests must be recorded;

1.4.1.3 Before testing begins, all magazines must be numerically identified in order to control use, damage, failures and/or disposal;

1.4.1.4 All metrology and measurement instruments must be calibrated in accordance with current Brazilian and/or international standards;

1.4.1.5 The manufacturer must declare in writing, when presenting the samples for testing, that the weapons manufactured meet the minimum technical requirements and that they are capable of being subjected to the tests specified in this script, also informing the maximum limits for the parameters to be tested;

1.4.1.6 The manufacturer is responsible for risks and possible damage to the physical integrity of operators, laboratory workers or testers, resulting, primarily, from catastrophic structural damage occurring to samples subjected to the tests provided for in this standard;

1.4.1.7 Changing the barrel of test samples will not be permitted;

1.4.1.8 It is mandatory to collect all data pertinent to the characteristics of the weapon, as well as filling out the general characteristics and metrology test spreadsheet, as a way of basing the work of verifying compliance with these specifications as well as the wear analysis during the tests.

1.5 CLASSIFICATION OF FUNCTIONAL FAILURE AND CORRECTIVE ACTIONS

1.5.1 During the tests, functional failures may occur caused by the malfunction of the weapon, the ammunition, the loader, the operator, the additional equipment or the test specification, which may or may not lead to shooting incidents with breakdowns or impediments;

1.5.2 Functional failures must be evaluated according to their consequences, being classified as critical, serious or mild;

1.5.3 Critical functional failures lead to total weapon failure, which can only be eliminated with the

help of tools, in addition to the fact that they negatively affect operator safety. A critical functional failure also exists when, as a result of an impediment, a part of the pistol needs to be replaced;

1.5.4 Serious functional failures lead to the impediment of the weapon and result in the interruption of the use of the weapon, as the impediment cannot be eliminated through immediate corrective action procedures, only being possible through supplementary procedures, with assistance additional or with the aid of tools, without affecting the safety and physical integrity of the operator resulting directly from the weapon's failure;

1.5.5 Minor functional failures do not lead to impairment or this can be eliminated by immediate corrective action procedures through basic handling carried out by the operator himself, without additional assistance or the aid of tools;

1.5.6 The immediate and supplementary corrective action procedures, to be adopted in light and serious failures, are carried out as follows:

1.5.7 Immediate corrective action procedures: (1) push the lower part of the magazine to ensure that it is fully seated in the receiver, (2) perform a complete slide cycle, consisting of retracting the slide completely rearwards, releasing it in its final stroke, thus allowing the slide to return to the breech lock under full tension of the recoil spring and (3) to fire the weapon without any further interruption immediately following;

1.5.8 Supplementary procedure: (1) bring the slide completely to the rear, (2) lock the slide to the rear, (3) remove the magazine, (4) perform two complete slide cycles, (5) lock the slide to the rear, (6) insert the disconnected or supplementary magazine, (7) release the slide and (8) fire the weapon without immediately following another interruption;

1.5.9 Functional failures resulting from inadequate handling and treatment by the operator and those arising as a result of ammunition failure must not be considered when computing the failure rate;

1.5.10 Critical functional failures are not subject to immediate corrective actions, and the test must be interrupted to resolve the failure appropriately, as appropriate;

1.5.11 All functional failures, stops and corrective actions must be recorded on an incident control form and attached to the respective test reports.

1.5.12 Numeric codes for functional failures are as follows:

NUMERIC CODES FOR FUNCTIONAL FAILURES	
CODE	TYPE OF FUNCTIONAL FAILURE
1	Primer does not trigger
2	Projectile does not come out of the barrel
3	Case is not extracted
4	Case is not extracted from pistol
5	Shot without trigger actuation
6	Slide locking fail
7	Multiple shots with on trigger action
8	Double feed
9	Slide stopped rearward with magazine with ammunition
10	Firing pin is not armed
11	Trigger does not reset
12	Magazine is ejected from the pistol during firing execution without pressing the magazine release button
13	Magazine loose in its receptacle (do not lock)
14	Ammunition get stuck in the magazine
15	Slide is released with the introduction of the magazine (without actuating on slide

	stop)
16	Slide does not close after activating the slide stop
17	Ammunition is not pushed out of magazine
18	Ammunition is not fully inserted into the chamber
19	Detachment of weapon parts
20	Hard to press trigger
21	Any other hard to press button
22	Other

1.5.13 In all tests where there are live shots (functional shots), the Incident Control Spreadsheet must be accompanied;

2. TEST PLAN

2.1 To carry out the specified tests, it will be necessary to provide a total sample consisting of 8 (eight) units, 04 (four) of the **Compact model** and 04 (four) of the **Compact Slim model**, distributed according to the Test Plan below, to application as a script to be followed aiming at greater economy, reliability and reasonableness of the planned tests;

2.2 TEST SEQUENCE: The tests will be carried out in the following sequence:

1º) General Characteristics and Metrology (non-destructive, sample of 08 pistols);

2º) Interchangeability Test (non-destructive, composed of a total of 08 (eight) units from the general characteristics and metrology verification test);

3º) Global resistance Test (potentially destructive) - due to excessive wear of the internal assembly in the barrel, firing pin and overheating of the components - subsample of 2 of the initial total of 08 weapons, **01 (one) from the Compact model and 01 (one) from the Slim compact model**, originating from the interchangeability test, being predicted 3,000 shots per weapon;

4º) Trigger Pull Force Test (non-destructive), subsample of 4 weapons - 2 from the interchangeability test – one from each model (which were not subjected to the global resistance test) and 2 from the global resistance test – one from each model;

5º) Grouping performance and accuracy test (non-destructive) - subsample of 4 weapons, two of each model, from the trigger pull force test);

6º) Fall accident test from a determined height (potentially destructive) - subsample of 4 weapons, two of each model, from the grouping performance and accuracy test;

2.3 GENERAL CHARACTERISTICS AND METROLOGY:

2.3.1. Objective: Inspect the weapons in their metrological and manufacturing characteristics, seeking to verify the adequacy of the specimens under analysis to the minimum technical requirements and analysis of the specificities of the model, checking whether the samples presented are in accordance with what is requested in Technical Specifications No. 01 CM, filling out the general characteristics and metrology test worksheet. As well as, verify the conformity of the ammunition that will be used in the test script.

2.3.2. Required samples: 08 (eight) units, 04 (four) of the **Compact model** and 04 (four) of the **Slim Compact model**;

2.3.3. Provided ammunition: this test does not include shooting, however ammunition units from a sample of 50 (fifty) ammunition from the batch that will be used to carry out the tests will be inspected.

2.3.4. Script:

I- The sample units must be evaluated for factory cleaning and lubrication in accordance with the pistol manual, without excess lubrication, removing possible excesses and impurities and preparing them for further tests;

II- The weapon must be classified, visually checking: caliber, predominant color, construction material, internal and external finish, barrel, operating and safety systems, locking, frame (frame/receiver), equipment rail, slider, rear and front sights, trigger, "zarelhos", magazines, identification of the presence of basic prerequisites for conformity assessment such as finishing flaws, sharp corners, chips, ergonomics and other minimum technical requirements.

III- The weapon must be classified, checking metrologically: chamber (headspace), dimensional parameters, barrel length and diameter, total length, total height, total width, total weight of the weapon with empty magazine, other weight parameters (weight of samples with the magazine empty, with the magazine full and only the magazine empty), firing pin protrusion, firing pin spring force, loading force, chamber depth and recoil spring force. The chamber (headspace) must be measured by the measurement indicators "Go" (check that the headspace is equal to or greater than the minimum referenced SAAMI standard) and "No-Go" (check that the headspace is not greater than the maximum space of the referenced SAAMI standard);

IV- Weapons presented as samples must belong to factory production units and be photographed as received before carrying out the planned tests;

V- The conformity of the batch of ammunition to be used in weapons tests must be verified, including measuring the minimum projectile speed using a chronograph.

2.3.5. Acceptance Criteria:

I- Samples must fully meet all basic prerequisites for conformity assessment, minimum technical requirements described in this protocol and prescriptions of this test. Fully complying with what is described in Technical Specifications No. 01 CM, Annex I-A of this notice.

2.4 INTERCHANGEABILITY TEST

2.4.1. Objective: verify the total interchangeability between the main parts and components of the sample units' mechanism, determining the consistency in the measurements of the parts and the possibility of using them between different weapons without the need to make individual adjustments to the subassemblies;

2.4.2. Sample: composed of a total of 08 (eight) units from the general characteristics and metrology verification test;

2.4.3. Provided Ammunition: 01 (one) magazine with maximum expected load, per weapon (15 shots or 10 shots);

2.4.4. Script:

I - The 08 (eight) weapons from the general characteristics and metrology verification test will be separated into two subsamples by model, 04 (four) from the Compact model and 04 (four) from the Slim Compact model. They must then be disassembled at all stages, separating each type of part, from each model, into own container;

II - As all weapons are disassembled equally, the same pieces must be mixed together in the container in which they are located, respecting the separation between models;

III - Then, within the listed subsamples, the assembly of the weapons will begin, with parts from each other, starting from the first to the last weapon to be disassembled, checking the interchangeability of its components;

IV - Disassembly and assembly must follow the order established in the manufacturer's manual;

V - Weapons aiming systems should not be exchanged, in view of the consequent imbalance

in the calibration of the aiming device, and should only be checked for the existence of a mechanical interface for interchangeability of the system;

VI - Shots will then be carried out with a full charger per weapon.

2.4.5. Acceptance Criteria:

I - Weapons must have 100% interchangeability of parts between different units, of the same brand, caliber and model;

II - First-level maintenance (assembly and disassembly) must be easy for the user to carry out, without the use of tools;

III - The possibility of incorrect assembly in the first stage will not be accepted;

IV - The incidence of critical or serious failures leads to sample disapproval;

V - The incidence of, at most, 02 (two) mild functional failures in the entire sample, failures resulting from inadequate handling and treatment by the laboratory technician and those arising as a result of an ammunition failure are not taken into account.

2.5 GLOBAL RESISTANCE TEST:

2.5.1. Objective: verify the functional safety in general and the level of resistance and performance of the weapon and its components, as well as the general behavior of the pistol during a continuous shooting session with the 9x19mm caliber ammunition, already described, in order to determine the operational life of the weapon (durability) and the safety (reliability) of the project for operational use over a long useful period;

2.5.2. Sample: 02 (two) pistols, 01 (one) of the Compact model and 01 (one) of the Slim Compact model, which underwent the interchangeability test;

2.5.3. Provided Ammunition: 6,000 (six thousand) ammunition, with 3,000 (three thousand) shots per weapon;

2.5.4. Resistance test Script:

I - 3 (three) cycles of 1,000 (one thousand) shots will be carried out, totaling 3,000 (three thousand) shots fired from each weapon in the sample;

II – Executed semi-automatically, the weapons must be fired at a regular rate of up to 2 (two) shots per second;

III - For each cycle of 1,000 (one thousand) shots, there will be an interval of 5 (five) minutes to cool the weapon, leaving it at room temperature. Forced cooling must not be carried out using fans, water or fluids;

IV - The weapon must be visually inspected at each firing cycle, within the cooling period, and cleaning or lubrication of the sample is not permitted during the 3,000 shots;

V - To carry out this test, it will be necessary to employ a team of at least 10 (ten) professionals, taking turns firing and reloading magazines, in order to guarantee its continuity, regardless of operator fatigue. Each operator must not fire more than 3 (three) magazines in a row;

VI - The ejection pattern must be consistent and regular, and the weapon, when fired, must eject the cases without hitting the shooter in the head or torso;

VII - For the compact model, for every 1,000 (thousand) rounds of ammunition to be fired, 10 (ten) magazines must be made available, 30 (thirty) magazines in total. For the compact slim model, the number will be 15 (fifteen) magazines per 1,000 (thousand) shots. 45 (forty-five) in total. These chargers must be numbered and used from the beginning to the end of the test during the firing cycles, with replacement only being possible in the event of a breakdown, resulting from a defect in the magazine, which could interrupt the test;

VIII - Magazines that present structural damage or generate more than two failures during

firing must be discarded from the test, recording the control number and the reason for exclusion in a report;

IX - At the end of the shooting session, the samples must be disassembled to check for structural damage or excessive wear in any of their parts, and must be compared with a new sample of the same model, which is part of the batch of 08 (eight) pistols, but which were not subjected to shooting session;

X - All shots will be carried out in a standing position, with double grip, and when the ammunition in each magazine runs out, the shooter must press the magazine release button and the magazine must, immediately, without external forces, fall freely just by the action of gravity when empty.

2.5.5. Acceptance Criteria:

I – It will be rejected any sample that:

- a) have any critical failure;
- b) have any serious failure;
- c) have more than 2 (two) occurrences of minor failures per 1,000 (thousand) shots, failures resulting from inadequate handling and treatment by the operator and those arising as a result of ammunition failure are not taken into account;
- d) have any excessive wear, structural damage, expansion or deformation that alters function and/or compromises safety;
- e) if the case is ejected inconsistently or irregularly, hitting the shooter in the head or torso.

2.6 FUNCTIONAL EVALUATION TEST - TRIGGER PULL FORCE TEST

2.6.1 Objective: This test aims to measure the force required to activate the trigger, as well as its travel (trigger displacement), comparing it with the minimum technical requirements established for the weapon evaluated;

2.6.2 Sample: 04 (four) units, 2 (two), one of each model, from the interchangeability test and 2 (two), one of each model, from the global resistance test;

2.6.3 Provided ammunition: this test will be carried out with dry firing, without the use of ammunition;

2.6.4 Script:

I - The trigger pull force must be measured preferably using the official Brazilian weights and measures system or pound force (lbf);

II - The weapon, unloaded, must be mounted on a device with the barrel in a vertical position and facing upwards;

III - Using a dynamometer, the linear force of pulling the trigger will be measured throughout its entire path, recording the variation in force in the form of a curve, and the resulting work must be calculated;

IV - An actuation force must be gradually added, starting from 1 lbf (0.45 kgf) to 20 lbf (9 kgf), to the center of the trigger in a line parallel to the axis of the barrel bore, recording the amount of force applied at the moment of the mechanism firing, and this procedure must be repeated 5 (five) times per weapon evaluated, taking into account an average of the 5 measurements;

V - The average number of triggers performed with weapons from the interchangeability test must be compared with the minimum and maximum technical requirements for trigger weight established by the Terms of Reference, with variations greater or lesser than the expected limits not being permitted;

VI - The average number of triggers carried out with weapons from the global resistance test must be compared with the minimum and maximum technical requirements for trigger weight established by the Technical Specifications, with a permissible variation in the branch pull weight range of ± 1.50 lbf (± 0.68 kgf) during the useful life of the firearm designed in the

overall resistance test compared with that recorded in weapons originating from the general characteristics and metrology verification test, not exceeding the absolute minimum or maximum pull weights of the trigger;

2.6.5 Acceptance Criteria:

I - The weapon will be accepted if the force applied until the firing mechanism is fully activated is between ≥ 5 lbf (2.26 kgf) / ≤ 15 lbf (6.8 kgf).

2.7 GROUPING PERFORMANCE AND ACCURACY TEST

2.7.1. Objective: determine the precision performance of the weapon through the results of the impacts on the target resulting from the shots;

2.7.2. Sample: 04 (four) units, 2 (two), one of each model criteria, originating from the interchangeability verification test and 2 (two), one of each model, originating from the global resistance test;

2.7.3. Provided Ammunition: 40 (forty) ammunition, 10 (ten) per weapon;

2.7.4. Script:

I - The test should preferably be carried out in a laboratory environment, with a temperature of $25^{\circ} \text{C} \pm 5^{\circ} \text{C}$;

II - The relative humidity to carry out this test must be between 30% and 80%.

III - The wind parallel and transversal to the firing line must not exceed 4.47 m/s (10 mph) or vary by more than 2.24 m/s (5 mph), equivalent to natural ambient ventilation, and the test must be interrupted in case of variations and gusts of wind. It can be carried out in a indoor shooting range;

IV - Tests should not be carried out under rain at any level;

V - The distance for shooting will be 20 meters from the target to the firing device;

VI - The targets to be used in this test must have horizontal and vertical lines aligned to the center and must be replaced after measuring each weapon shots and after all shooting sequences;

VII - The results of hits will be verified, based on shots made using a mechanical device, of the static type for shooting, such as the Ransom Rest® (Ransom International Corporation);

VIII - Initially, 05 (five) shots must be made to measure the aiming device and the speed of the projectile. The values must be recorded and the average speed determined. Measurement shots must not be considered for the acceptance criteria of this test;

X Then each weapon will fire 10 (ten) shots, and the order of impacts and the distance from the aiming point must be recorded;

XI should be measured the exit speed of the projectile from muzzle, avoiding variation resulting from the characteristics of the ammunition that may interfere with the test result, and there may be a maximum variation of $\pm 5\%$ compared to the average velocity verified in the item VIII. In case of variation of the specified maximum speed, the shot must be repeated, disregarding this last impact on the target;

XII - To measure the alignment of the aiming point, a high-precision optical or laser device may be used, and this alignment must be checked with each shot made;

XIII Accuracy will be established by measuring the diameter of the minimum circumference that reaches all valid impact points, measured from center to center;

XIV The shots must be recorded during execution and the target photographed at the end of the test on each weapon, recording the link between target and weapon;

2.7.5. Acceptance Criteria:

I - The maximum dispersion distance between shots cannot be greater than 16 cm;

II - A variation of 10% (ten percent) in accuracy will be tolerated for weapons subjected to the

global resistance test;

III - Shots whose variation in projectile speed at the exit of the barrel is $\pm 5\%$ in relation to the average of the measurement shots carried out according to item VIII will be accepted. Shots with a greater variation in velocity will not be considered if their impact is outside the maximum dispersion. A new shot must be carried out;

V - The sample that meets the above requirements will be considered approved after 10 (ten) shots have been fired, and the following do not occur:

- a) critical or serious failure;
- b) mild functional fail greater than 2 (two) failures of this nature, failures resulting from inadequate handling and treatment by the operator and those arising as a result of an ammunition failure will not be taken into account;
- c) any hit outside the desired grouping;
- d) pendulum oscillation of the projectile on the target (pendulum oscillation of the projectile is understood as the entry of the projectile into the target in a different way from the frontal position, without flight stability or with the barrel not being aligned with the weapon guide).

2.8 FALL ACCIDENT TEST FROM A DETERMINED HEIGHT

2.8.1. Sample: 04 (four) units from the Grouping Performance and Accuracy test;

2.8.2. Provided Ammunition: 160 (one hundred and sixty) rounds of ammunition, 40 (forty) rounds per weapon, with 5 (five) shots fired at each fall angle;

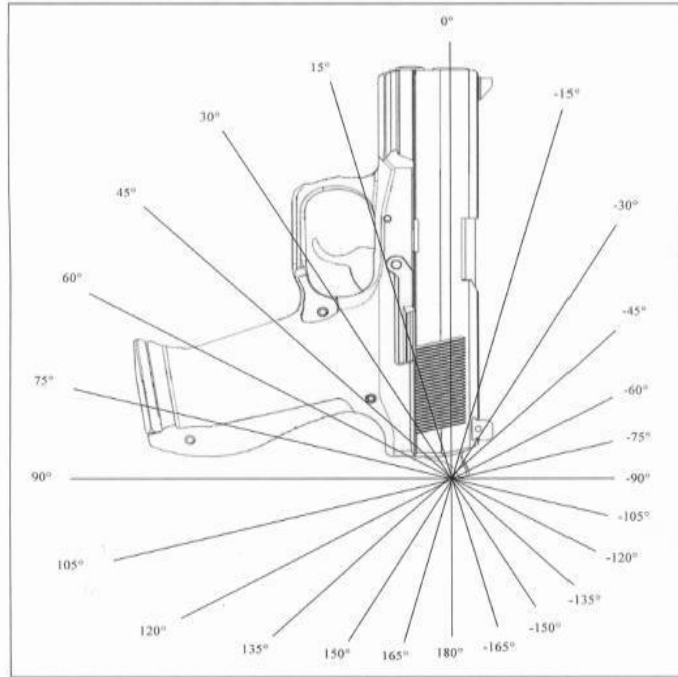
2.8.3. Script:

I - Before firing, weapons must be evaluated regarding the functioning and capacity of the firing mechanisms;




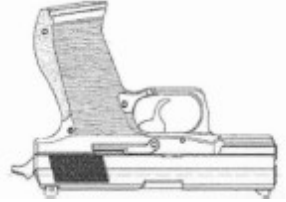



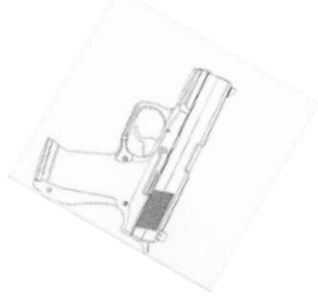
II - The weapons must have their magazines loaded to their maximum capacity with inert ammunition containing the same mass as the real ammunition, and a ballast may be used for this purpose. A maximum tolerance of $\pm 1\%$ in the mass of the inert ammunition is allowed in relation to the ammunition that was used in the other tests;

III - The weapon must be loaded with a cartridge provided with a primer only (without powder charge and projectile);

IV - A rail with negligible friction will be used to measure the fall angles of 0° , 30° , -30° , 90° , -90° , 180° , right side below and left side below, observing the points of impact, as shown in the illustration below:



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	FALL IN 0 DEGREE		FALL IN 90 DEGREE
Pistol: _____ Serial Number: ____		Pistol: _____ Serial Number: _____	
	() ABLE () UNABLE		() ABLE () UNABLE
Pistol: _____ Serial Number: ____	FALL IN 180 DEGREE 	Pistol: _____ Serial Number: _____	FALL IN - 90 DEGREE 
	() ABLE () UNABLE		() ABLE () UNABLE
Pistol: _____ Serial Number: ____	LEFT SIDE DOWN 	Pistol: _____ Serial Number: _____	RIGHT SIDE DOWN 
	() ABLE () UNABLE		() ABLE () UNABLE
Pistol: _____ Serial Number: ____	FALL IN 30 DEGREE 	Pistol: _____ Serial Number: _____	FALL IN -30 DEGREE 
	() ABLE () UNABLE		() ABLE () UNABLE

- V - The weapon must be dropped (on each of the intended impact faces) directly on a smooth concrete floor, so that the lowest point of the weapon is at a height of 1.5 m (one point five meters);
- VI - For evaluation, the essayist/laborator must pay attention to completing an evaluation form in which the suitability or unsuitability of the weapon for falling from a determined height must be recorded;
- VII- The fall must occur without external forces influence, freely;
- IX VIII- After each fall, the weapon must be unloaded, the fuses being examined, followed by an examination for damage and firing capacity, loading with live ammunition. Once the initial inspection has been carried out, to check its functioning, the weapon must be subjected to a sequence of 5 (five) shots;
- X Before the weapon is dropped again, only parts damaged as a result of the previous drop can be replaced;
- XI - The results of the drop tests and the resulting assessment must be documented, and the conditions of suitability for shooting after the respective drop tests must be recorded;

2.8.4. Acceptance Criteria:

I – Will be approved the sample in which the weapons show the non-occurrence of:

- a) Any marking or percussion of the primer;
- b) Release of the magazine (except in the case of the fall over the magazine release button, with subsequent activation of it);
- c) Dismantling the magazine or releasing ammunition;
- d) Critical or serious failures (for the purposes of this test, the breakage of components of the rear and front sight will not be considered as a critical failure);
- e) Damage to parts that compromise the execution of the shot is a rejection criterion.

3. REGARDING AMMUNITION OF THE TESTS

3.1 Despite the weapon being suitable for the use of national and imported ammunition, within the specified caliber, operational ammunition must be used, caliber 9x19mm of the JHP (Jacketed Hollow Point) type of 124 GR, with a speed of 370m/s (+-10), which meets the SAAMI (Sporting Arms and Ammunition manufacturer's Institute) Z 299.3-2015 standard for 9x19mm ammunition with regard to aspects of dimensions, pressure and safety;

3.2 Considering the weapons testing script, we now demonstrate the foreseen quantities of ammunition to be used in each procedure, as well as the number of weapons per test and the respective shots, as detailed below:

SEQUENCE	TEST	WEAPON QTY	AMMO QTY PER WEAPON	TOTAL AMMO QTY
1	General Characteristics and metrology	8	0	0
2	Interchangeability test	8	15	150
3	Global Resistance Test	2	3.000	6.000
4	Trigger Pull Force Test	4	0	0

5	Grouping Performance and Accuracy Test	4	10	40*
6	Fall Accident Test from a determined height	4	40	160
7	Ransom rest calibration and measurement of minimum projectile velocity using chronograph	4	5	20*
8	Approximately 5% spare ammunition	-	-	330
TOTAL QUANTITY				6.700

(*) ammunition that must have little variability in general (projectile weight, amount of propellant, exit velocity at the muzzle), in order not to harm the measurement of accuracy

4. THE PLACE TO PERFORM THE TESTS

4.1 The location indicated by the winner of the bid for the purpose of carrying out tests for both proof of concepts and batch validation, preferably an independent laboratory (all in accordance with the test plan provided for in this annex), must be accredited by INMETRO OR be a signatory of mutual recognition agreements in international forums available on the website <http://www.inmetro.gov.br/barreirastecnicas/recmutuo.asp>.

5. FINAL CONSIDERATIONS OF THE TEST:

5.1 Any doubts or omissions regarding the performance and application of the tests will be clarified by the contract planning team appointed through the Protective Service Department for this purpose.

Curitiba, PR, July 4th of 2023.

Maj. QOPM Luiz Alexandre Murbach Soares,
**President of the Committee for Standardization of
 Weapons for the Protective Service Department.**

ANNEX II QUALIFICATION DOCUMENTS

1. The bidder summoned to present the qualification documents, must deliver, within a maximum period of 02 (two) business days, counting from the notification, the qualification documents, which must be sent by electronic process of distance communication as established in this Notice:

1.1 CERTIFICATE OF REGULARITY OF SUPPLIER REGISTRATION REGISTRATION which may be made and issued by the National Public Procurement Portal (PNCP), at <https://pncp.gov.br/>, and the documents described below, unless those are already contemplated and valid in said certificate:

1.2 DOCUMENTATION FOR LEGAL QUALIFICATION

1.1.1 Proof of regular legal existence, by means of a valid document from the bidder's country of origin, related to the articles of incorporation, statute or articles of incorporation in force, duly registered, in the case of commercial companies, and, in the case of a joint stock company, accompanied by documents for the election of its administrators and all amendments or respective consolidation.

1.1.2 Document signed by the bidding company, constituting its legal representative in Brazil, individual or legal entity, with express powers to receive service of process and answer administratively and judicially for the represented in the acts resulting from the present bidding, including signing inherent documents.

1.3 DOCUMENTATION FOR FISCAL AND LABOR REGULARITY

1.3.1 Corporate Name and Proof of registration in the Legal Entities Registry in the country of origin, or equivalent.

1.3.2 Document(s) provided by the public agency(ies) responsible for the collection of taxes from all spheres of government (federal, state and municipal, or equivalent), the social security contribution and the payment to a fund similar to that of the guarantee for length of service, and the issuance of a negative debt certificate in the process of definitive labor execution, observing its respective effective date, or, if there is no express validity, to the extent that such payments are required in the country in which the foreign company was constituted, attesting that it is in good standing with regard to such charges

1.3.3 If a national company:

1.3.3.1 Proof of registration in the Individual Taxpayer Registry (CPF) or the National Legal Entity Registry (CNPJ); Proof of registration in the state and/or municipal taxpayer registry, if any, relating to the bidder's domicile or headquarters, relevant to their field of activity and compatible with the contractual object; FGTS regularity certificate, issued by Caixa Econômica Federal; Certificates of regularity with the Federal Treasury (Joint Certificate of Debts relating to Federal Taxes and the Union's Active Debt and Certificate relating to Social Security Contributions); State Treasury (including the State of Paraná for bidders based in another State of the Federation); and Municipal Treasury; and Clearance Certificate of Labor Debts (CNDT), established by Brazilian Federal Law No. 12,440/2011; Declaration of compliance with the provisions of item XXXIII of art. 7th of the Brazilian Federal Constitution.

1.4 DOCUMENTATION FOR ECONOMIC AND FINANCIAL QUALIFICATION

1.4.1 The winner bidder must forward:

1.4.1.1 balance sheet, income statement and other financial statements from the last 2 (two) financial years, which prove the good financial situation of the company, their replacement by

balance sheets or provisional balance sheets is prohibited, and they can be updated by official indices when closed more 3 (three) months from the date of submission of the proposal;

1.4.1.2 for legal entities, a negative bankruptcy certificate issued by the distributing notary at the bidder's headquarters, if applicable;

1.4.1.3 The documents required in item 1.4.1.1 will be limited to the last year if the legal entity was established less than 2 (two) years ago.

1.4.1.3.1 Companies created in the financial year of the bidding must meet all qualification requirements and will be authorized to replace the accounting statements with the opening balance sheet.

1.4.1.4 proof of the company's financial situation will be verified by obtaining General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) indices, resulting from the application of the formulas:

$$LG = \frac{\text{Current Assets} + \text{Achievable in the Long Term}}{\text{Current Liabilities} + \text{Non-Current Liabilities}};$$

$$SG = \frac{\text{Total Assets}}{\text{Current Liabilities} + \text{Non-Current Liabilities}};$$

$$LC = \frac{\text{Current Assets}}{\text{Current Liabilities}};$$

1.4.1.5 Companies, whether registered or not on the National Public Procurement Portal (PNCP), must present results: greater than or equal to 1 (one) in the General Liquidity Index (LG); greater than or equal to 1 (one) in the General Solvency Index (SG); greater than or equal to 1 (one) in the Current Liquidity Index (LC).

1.4.1.6 Companies MUST PRESENT INDICES ALREADY CALCULATED, signed by the company's accountant and legal representative, which will be analyzed based on the balance sheet presented.

1.4.1.7 Companies must prove share capital or net worth of at least 10% of the estimated value of the contract or relevant item.

1.4 Certificate issued by an official body of the respective country, observing its respective effective date, or, if there is no express validity, attesting that the foreign company is not in the process of bankruptcy, composition, judicial recovery or other similar institution that could in any way compromise the faithful fulfillment of the obligations arising from the contract.

1.5 Along with the foreign company's qualification documents, the declarations contained in Annex V-A, VI and VII must be presented.

1.5 DOCUMENT FOR TECHNICAL QUALIFICATION:

1.5.1 1 (one) or more certificates of technical capacity provided by a legal entity governed by public or private law, which prove(s) the bidder's ability to carry out a relevant activity compatible in characteristics, quantities and deadlines with the lot(s) (s) auctioned.

1.6 DECLARATION OF NON-EXISTENCE OF IMPEDITIVE FACT, NO USE OF MINOR LABOR, DECLARATION OF ASSISTANCE WITH THE REVERSE LOGISTICS OF PRODUCTS AND DECLARATION OF RESERVATION OF POSITIONS (Annex V).

2 QUALIFICATION OF DOCUMENTS FOR QUALIFICATION

2.1 The documents required for qualification may be presented by:

2.1.1 Original;

2.1.2 Copy, perfectly legible, authenticated by a competent notary or authenticated by a member of the Support Team. The deadline for authentication by the support team will end on the first business day before the event;

2.1.3 Publication in the official press.

2.1.4 All foreign documents must be duly authenticated by the respective consulates, and, when written in a foreign language, accompanied by the respective sworn translation (translated into Brazilian Portuguese by a translator registered with any Commercial Registry Office in the country – Junta Comercial) and registered in the Registry of Titles and Documents (§ 6 of Law No. 6,015/73 – Public Records Law), or translated by equivalent means in the foreign bidder's country of origin, as long as they are authenticated by the respective consulates in the translated documentation.

2.1.5 Qualification items that cannot be met by foreign bidders due to specific legislation or that do not present equivalence in relation to Brazilian legislation must be included in a company declaration informing the impossibility of meeting them, according to the model contained in Annex VII to the Notice.

2.1.5.1 The declaration does not exempt the foreign bidder from presenting the respective documentation proving the impossibility of meeting the qualification requirements, for which they must present, for example, a copy of the legislation of their country of origin on the matter along with the qualification envelope.

2.1.6 When the document(s) and/or certificates presented do not indicate their validity and do not have validity established in a specific standard, they must be dated within the last 180 (one hundred and eighty) days.

2.1.7 The lack of any required documents or their presentations are defective or in non-compliance with this Notice will result in the Bidder's disqualification.

2.1.8 All documents presented for qualification must be in the name and CNPJ or equivalent of the head office or all in the name and CNPJ or equivalent of the branch, except those that can demonstrably only be provided to the head office and refer to the place of domicile or headquarters of the interested party and certificates of technical capacity that can be presented from both the headquarters and the branch.

2.1.9 For the purposes of this bid, the company's headquarters is considered to be the company's headquarters or the only commercial, industrial and service provision establishment.

2.1.10 If the Auctioneer and Support Team deem it necessary, they may suspend the meeting so that they are better able to analyze the documents presented, later scheduling a new date and time at which the qualification result will be presented, directly notifying all bidders, or by publishing it in the official press.

**ANNEX III
PRICE PROPOSAL DESCRIPTION MODEL FOR NATIONAL/NATIONALIZED GOODS**

INTERNATIONAL ELETRONIC BIDDER NUMBER 411/2023

BIDDER'S DATA

BIDDER:		
CNPJ/CPF:	Stater Registration:	
Adress:		
Neighbourgh:		
Postal Code:	City:	State:
Phone:	e-mail:	
Bank:	Agency:	Conta-corrente:

1) The object of this bid is: Acquisition of COMPACT AND SLIM COMPACT PISTOLS, to serve the Protective Service Department:

Single Lot	OBJECT DESCRIPTION	QTY	Gross Unit Value	Gross Total Value	Unit Value without ICMS	Total Value without ICMS	Rate % ICMS
Item 1	COMPACT PISTOL With 15 shots magazine.	268					
Item 2	SLIM COMPACT PISTOL With 10 shots magazine.	140					
TOTAL VALUE OF ITEMS							

Proposal details:

The total value of this proposal in Reais is R\$ _____ (amount in words).

1.2) The price proposal presented and considered for judging purposes will be the sole and total responsibility of the bidder, including regarding the consideration of exemptions or incidences of costs, insurance, freight, assembly, warranty, technical assistance, technical liability, transportation, taxes, taxes, tax contributions, parafiscal contributions, cargo handling costs, including, perhaps, third-party services or labor, as the case may be, and other costs that may affect directly or indirectly the object being bid, not being accepted allegation of ignorance of tax incidence, or other related matters.

1.3) The proposal is valid for 90 (ninety) days.

1.4) We declare that the prices offered include expenses with material, labor, social, labor, tax, social security and commercial charges, freight, transport, insurance, packaging, applicable taxes, exemptions (immunities), and any other expenses that incur or arise to focus on the object of this contract.

1.5) We declare full and unrestricted acceptance of the conditions of this term of reference, as well as that in our proposal the values presented include all costs borne by the contractor, which may encumber the object of this tender, described in the term of reference.

1.6) We declare to be aware that the omission of any expense or cost necessary for the perfect execution of the purpose of this contract will be interpreted as non-existent or already included in the prices, and we will not be able to request any increases after submission of the proposal.

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We declare that the proposal presented fully meets the specifications and conditions established in the terms of reference.

Place and Date

Legal Representative

ANNEX III-A

PRICE PROPOSAL DESCRIPTION MODEL FOR IMPORTED PRODUCT

INTERNATIONAL ELETRONIC BID NUMBER 411/2023

BIDDER'S DATA

BIDDER: CNPJ/CPF: Adress: Neighbourgh: Postal Code: Phone:	Stater Registration: City: State: e-mail:
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1) The object of this bid is: Acquisition of COMPACT AND SLIM COMPACT PISTOLS, to serve the Protective Service Department:

Single Lot	OBJECT DESCRIPTION	QTY	Unit Price EURO/USD	Rate of Exchange PTAX (sale)	Price converted to BRL (R\$) (Unit price x Exchange Rate)	Equalized unit price R\$ (Price converted to Real + IPI + PIS + COFINS + ICMS) according to simulator, item 4.7 of the Notice	Total price of the equalized item in BRL
Item 1	COMPACT PISTOL With 15 shots magazine.	268					
Item 2	SLIM COMPACT PISTOL With 10 shots magazine.	140					
TOTAL VALUE OF ITEMS							

Detalhamento da equalização:

Item 1- Compact Pistol	
Customs Value	\$
Currency Exchange Rate	\$
Final unit sales price	R\$
IPI 29,25%	R\$
PIS 2,1%	R\$
COFINS 9,65%	R\$
ICMS 27%	R\$
Total price of the equalized item in BRL	R\$

Item 2 – Slim Compact Pistol	
Customs Value	\$
Currency Exchange Rate	\$
Final unit sales price	R\$
IPI 29,25%	R\$
PIS 2,1%	R\$
COFINS 9,65%	R\$
ICMS 27%	R\$
Total price of the equalized item in BRL	R\$

Proposal details:

The total value of this proposal in Reais is R\$ _____ (amount in words).

The total value of the items in American Dollars (US\$) is _____ (amount in words).

1.1 The price proposal presented and considered for judging purposes will be the sole and total responsibility of the bidder, including regarding the consideration of exemptions or incidences of costs, insurance, freight, assembly, warranty, technical assistance, technical liability, transportation, taxes, taxes, tax contributions, parafiscal contributions, cargo handling costs, including, perhaps, third-party services or labor, as the case may be, and other costs that may affect directly or indirectly the object being bid, not being accepted allegation of ignorance of tax incidence, or other related matters.

1.3) The proposal is valid for 90 (ninety) days.

1.4) We declare that the prices offered include expenses with material, labor, social, labor, tax, social security and commercial charges, freight, transport, insurance, packaging, applicable taxes, exemptions (immunities), and any other expenses that incur or arise to focus on the object of this contract.

1.5) We declare full and unrestricted acceptance of the conditions of this term of reference, as well as that in our proposal the values presented include all costs borne by the contractor, which may encumber the object of this tender, described in the term of reference.

1.6) We declare to be aware that the omission of any expense or cost necessary for the perfect execution of the purpose of this contract will be interpreted as non-existent or already included in the prices, and we will not be able to request any increases after submission of the proposal.

We declare that the proposal presented fully meets the specifications and conditions established in the terms of reference.

Place and Date

Legal Representative

ANNEX IV

POWER OF ATTORNEY (PROXY) MODEL

GRANTOR: XXXXXXXX, a legal entity governed by private law, herein represented by XXXXXXXX,, bearer of Identity Card No. XXXXXXXX,, CPF No. XXXXXXXX, resident and domiciled at Rua XXXXXXXX, No. XXXXXXXX, City XXXXXXXX, State XXXXXXXX, ZIP Code XXXXXXXX.

GRANTED: XXXXXXXX, holder of Identity Card No. XXXXXXXX, and CPF No. XXXXXXXX, resident and domiciled at XXXXXXXX, no. XXXXXXXX, City XXXXXXXX, State XXXXXXXX, ZIP CODE XXXXXXXX.

POWERS: By this instrument, the GRANTOR grants the GRANTED the broadest and most general powers, to represent it on its behalf in the International Electronic Auction No. 411/2023, being able to file and receive documents, sign declarations, proposals and supply contracts, file appeals, make and carry out bids on the trading floor, in short, all the acts necessary for the faithful and complete fulfillment of this mandate.

Location and date

GRANTOR

ANEXO V
DECLARATION MODEL NATIONAL COMPANIES

(bidder's stamp or identification)

XXXXXXXX, registered with CNPJ no. XXXXXXXX, through his legal representative, Mr. XXXXXXXX, holder of Identity Card no. XXXXXXXX and CPF no. the penalties of the Law:

XXXXXXXX, registered with CNPJ no. XXXXXXXX, through his legal representative, Mr. XXXXXXXX, holder of Identity Card no. XXXXXXXX and CPF no. for the appropriate purposes, who is fully aware of the rules contained in the bidding notice and who has the qualification conditions set out in the notice, as well as:

1. NON-EXISTENCE OF IMPEDITIVE FACT

Which does not fall under any of the prohibitions contained in art. 14 of Federal Law No. 14.133/2021, in particular:

1.1 Does not maintain a technical, commercial, economic, financial, labor or civil relationship with a leader of the contracting body or entity or with a public agent who plays a role in the bidding process or acts in the inspection or management of the contract, or who is their spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree.

1.2. In the 5 (five) years prior to the publication of the public notice, he/she has not been legally convicted, with final and unappealable judgment, for exploiting child labor, for submitting workers to conditions analogous to those of slavery or for hiring adolescents in cases prohibited by labor legislation.

1.3 Is aware of the obligation to communicate the occurrence of any subsequent impeding event

2. NON-USE OF MINOR LABOR

That it does not use the direct or indirect labor of children under 18 (eighteen) years of age to perform night, dangerous or unhealthy work, as well as does not use, for any work, direct or indirect labor of children under 16 (sixteen) years, except in the condition of apprentice from 14 (fourteen) years old, as determined by art. 7th, inc. XXXIII of the Brazilian Federal Constitution.

3. DECLARATION OF COMPLIANCE WITH THE ENVIRONMENTAL POLICY FOR SUSTAINABLE BIDDING

It attests to comply with the public environmental policy of sustainable bidding, in particular that it is fully responsible for the reverse logistics of products, packaging and post-consumer services within the limit of the proportion they provide to the public authorities, assuming responsibility for the final, environmentally appropriate destination.

4. JOB RESERVATION DECLARATION

For the purposes of the provisions of item IV of art. 63 of Brazilian Federal Law No. 14,133/2021, meets the requirements for reserving positions for people with disabilities and those rehabilitated from Social Security, provided for by law and other specific standards.

Place, Month/Date/ of 2023.

Legal Representative

ANNEX V-A
MANDATORY DECLARATIONS FOR FOREIGN BIDDERS
REFERENCE: INTERNATIONAL ELECTRONIC AUCTION No. 411/2023 – PROTECTIVE
SERVICE DEPARTMENT
STATEMENTS - FOREIGN BIDDER

(bidder's stamp or identification)

_____ (company name) _____, registered under CNPJ nº _____ (or equivalent in the country of origin) _____, headquartered at _____ (full address, telephone, fax and e-mail updated) _____, through its legal representative o(a) Mr _____ (declarant's full name) _____, bearer of ID _____ (type / number / Issuing Agency) _____ and CPF No. _____, _____ (position held in the company) _____, for the purposes of the **Electronic Auction International No. 411/2023 – PROTECTIVE SERVICE DEPARTMENT**, under the applicable administrative sanctions and under the penalties of the law, **DECLARES:**

1. NON-EXISTENCE OF IMPEDITIVE FACT

Which does not fall under any of the prohibitions contained in art. 14 of Federal Law No. 14.133/2021, in particular:

1.1 Does not maintain a technical, commercial, economic, financial, labor or civil relationship with a leader of the contracting body or entity or with a public agent who plays a role in the bidding process or acts in the inspection or management of the contract, or who is their spouse, partner or relative in a straight line, collateral or by affinity, up to the third degree.

1.2. In the 5 (five) years prior to the publication of the public notice, he/she has not been legally convicted, with final and unappealable judgment, for exploiting child labor, for submitting workers to conditions analogous to those of slavery or for hiring adolescents in cases prohibited by labor legislation.

1.3 Is aware of the obligation to communicate the occurrence of any subsequent impeding event

2. NON-USE OF MINOR LABOR

That it does not use the direct or indirect labor of children under 18 (eighteen) years of age to perform night, dangerous or unhealthy work, as well as does not use, for any work, direct or indirect labor of children under 16 (sixteen) years, except in the condition of apprentice from 14 (fourteen) years old, as determined by art. 7th, inc. XXXIII of the Brazilian Federal Constitution.

3. SUBMISSION TO NATIONAL LEGISLATION

Which fully submits to Brazilian legislation, to the above Bid Notice and its Annexes and explicitly waives any claim through diplomatic channels, except for express cases supported by specific international trade agreement

4. FULL KNOWLEDGE

Who is fully aware of the conditions and peculiarities inherent to the nature of the work and assumes full responsibility for this fact, so that the lack of knowledge of the conditions of the place where the services will be performed will not be used for any future questions and can never be alleged in favor of any claims to include services, quantity of material or increase in prices.

Place, Month/Date/ of 2023.

Legal Representative

ANEEX VI

DECLARATION OF EQUIVALENCE MODEL

(tender or bidder identification)

_____ (company name) _____, registered with CNPJ nº _____ (or equivalent in the country of origin) _____, headquartered in _____ (full address, updated telephone, fax and e-mail) _____, through its legal representative Mr(s) _____ (full name of declarant) _____, bearer of Identity _____ (type / number / Issuing Agency) _____ and CPF No. _____, _____ (function held in the company) _____, for the purposes of the **International Electronic Bid No 411/2023 – PROTECTIVE SERVICE DEPARTMENT**, under the applicable administrative sanctions and under the penalties of the law, **DECLARES** that the documents indicated below from the company's country of origin (NAME AND QUALIFICATION) are equivalent to the documents required in the International Electronic Auction Notice No. 411/2023.

Document description of origin country.	Document required in the Notice	Item of the Public Notice in which the document is required

Location, ____ (date) _____.

(legal representative)

ANEEX VII

DECLARATION MODEL OF INABILITY TO PRESENT QUALIFICATION DOCUMENTS

(tender or bidder identification)

The company _____ declares, through its undersigned legal representative, and under the penalties of the law that the qualifying documents listed below required in the public notice, have no equivalence in our country.

PUBLIC NOTICE ITEM	DOCUMENTATION REQUIRED IN THE NOTICE	SUBSTANTIATION

The company _____ declares that it is aware of the civil and criminal liability arising from the non-veracity of the information provided, as well as the administrative and criminal sanctions to which it is subject in Brazil, if the content of this instrument is not consistent with the actual current situation, and must present the documentation that proves your statement along with the respective envelope of proposal and/or qualification.

Location, ____ (date) _____.

(legal representative)

ANNEX VIII

DELIVERY LOCATIONS

Seção de Patrimônio e Logística da Casa Militar

Delivery Location: Avenida Cândido de Abreu, s/nº, Palácio Iguaçu - Centro Cívico, Curitiba/Parana/Brazil

Receiving Responsible: Major QOPM Reinaldo Friesen Junior

Phone: +55 41 3350-2717

Delivery Time: 08h30AM to 05h00PM (Brazilia Time)

ANEXO IX

CONTRACT - DRAFT

ADMINISTRATIVE CONTRACT No. [XXXXXXXXX]

CONTRACTING PARTY: CASA MILITAR, registered with the CNPJ No 14.788.457/0001-17, headquartered at Cândido de Abreu Avenue, without number, Palácio Iguçu, Postal Code 80.530-000, Neighbour Centro Cívico, Curitiba/Parana/Brazil, herein represented by Lieutenant Colonel QOPM Sérgio Vieira Benício, appointed by Paraná State Decree No 0008/2023, registered with the CPF nº 561.391.369-20, bearer of identity card No 4.618.579-0, issued by SSP-PR.

CONTRACTED PARTY: [NAME], enrolled with the CNPJ/CPF under No. [XXXXXXXXX], headquartered at [XXXXXXXXX], herein represented by [NAME AND QUALIFICATION], enrolled with the CPF under No. [XXXXXXXXX], bearer ID card no. [XXXXXXXXX], resident and domiciled at [XXXXXXXXX], e-mail [XXXXXX] and telephone number [XXXXXXXXX].

This Agreement will be governed by Brazilian Federal Law No. 14,133, of April 1, 2021, by Brazilian Federal Decree No. 10,086, of January 17, 2022; by the public notice of International Electronic Bid 411/2023 (protocol xx.xxx.xxx-x) of the bidding procedure that originated this instrument, with all its annexes, the proposal of the winning bidder and the following clauses and conditions:

1 OBJETO: The purpose of this bidding is to contract a specialized enterprise to supply firearms with the following characteristics: 9mm semiautomatic centerfire pistol to meet the needs of police officers, members of the Protective Service Department, on its specific demand as bodyguard, according to the technical specifications of the Reference Term of this public notice and its annexes, according to specifications below:

LOT SINGLE						
ITEM	GMS	OBJECT DESCRIPTION	UNIT OF MEASUREMENT	QTY	MAXIMUM VALUE	
					UNIT	TOTAL
1	xx	XXXXXXXXX	xx	xxx	XX	XX

2 BASIS:

This contract stems from International Electronic Auction No. 4112023, object of administrative proceeding No. [xxxx], with approval published on the official website and in the State Official Gazette No. [XXXXXXXXX], of [XXXXXXXXX] and in accordance with the authorization act on pages. [XXXXX] of this protocol.

3 SUPPLY METHOD:

3.1 The products will be delivered in a single stage, after approval by the technical committee, through the batch validation test, as described in annex I-B.

3.2 The contracted party must deliver the products within a maximum period of 120 (one hundred and twenty) days, counted from the signing of the contract and/or receipt of the commitment note, under the conditions and quantities set out in the terms of reference and its

annexes, which are part of the notice, as requested by the “Seção de Patrimônio e Logística da Casa Militar”, located at Avenida Cândido de Abreu, s/nº, Palácio Iguazu - Centro Cívico – Postal Code 80530-140 – Curitiba/Parana/Brazil.

3.3 The contracted party will be fully responsible for all freight/transport expenses, labor, taxes, fees, licenses and other charges due, until the object is supplied to “Seção de Patrimônio e Logística da Casa Militar”.

4 CONTRACT PRICE AND VALUE

4.1 The Contractor shall pay the Contractor the unit prices provided for in its bid, which is an integral part of this Contract.

4.2 The total value of the Agreement is US\$ XXXXXXXX (VALUE IN FULL).

4.3 The agreed price includes all expenses necessary for the execution of the purpose of the Contract, including taxes, labor charges and expenses with transport and locomotion.

5 READJUSTMENT.

5.1 The periodicity for adjusting the value of this contract will be annual, as provided for in Brazilian Federal Law No. 10,192, of 2001, using the Broad National Consumer Price Index (IPCA/IBGE) or General Market Price Index (IGP-M/ FGV), whichever is least burdensome to the Administration.

5.1.1 The base date for the adjustment will be linked to the estimated budget date.

5.1.2 The adjustment will be granted through a simple contract amendment, as provided in art. 136 of Brazilian Federal Law No. 14,133, of 2021.

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

5.3 Apostilles with financial effects retroactive to the date of signature will not be accepted.

5.4. The granting of adjustments not paid at the appropriate time will be determined by a specific procedure.

6. MANAGEMENT AND SUPERVISION RESPONSIBILITY OF THE CONTRACT:

6.1 Responsibility for managing this contract will lie with the designated server, as per item 6.3 of this Contract, who will be responsible for the duties defined in art. 10 of Brazilian Federal Decree No. 10,086, of 2022.

6.2 Responsibility for supervising this contract will be the responsibility of the designated server or commission, in accordance with item 6.3 hereof, who will be responsible for the attributions defined in arts. 11 and 12 of Decree No. 10,086, of 2022.

6.3 Those responsible for managing and supervising the contract will be _____ (name, RG, CPF) _____ and _____ (name, RG, CPF) _____, respectively.

6.4 The management and inspection of the contract will be carried out by the Contracting Party, which will carry out the inspection, control and evaluation of the goods supplied, as well as applying the penalties, after due legal process, in case of non-compliance with the contracted obligations.

7. DELIVERY AND RECEIPT TIME AND CONDITIONS:

7.1 The goods must be delivered to the location indicated in Annex VIII of the Notice, within the deadlines and in accordance with the technical specifications contained in the Terms of Reference (Annex I), which forms part of this contract for all purposes.

7.2 Provisional receipt will be made at the place of delivery, within a maximum period of 05 (five) days, counting from the date of delivery, in accordance with the terms contained in the Terms of Reference.

7.3 Final receipt will be made within a period of up to 30 (thirty) days from the issuance of the provisional receipt form, after checking the items received, noting any complications.

7.4 Goods may be rejected, in whole or in part, when they do not comply with the specifications contained in this Terms of Reference and in the proposal, and must be replaced within 10 (ten) days, counting from notification by the contractor, at their expense, without prejudice to the application of penalties.

8 BUDGET RESOURCES

8.1 The expenses arising from this contract will be paid by the following budgetary allocation:

Budget Allocation: 1502.04.122.42.6023 – “*Gestão Administrativa – Casa Militar*”

Expense Element: 4.4.90.52.14 – Firearm.

Fonte: 101.

9 VALIDITY

9.1 The contract to be signed will be valid for 12 (twelve) months, counting from the signing of the contract.

10 CONTRACTOR'S AND CONTRACTING PARTY'S OBLIGATIONS

10.1 These are the contracted party obligations:

10.1.1 Deliver the object in perfect condition, according to the specifications, deadline and location stated in the notice and its annexes, accompanied by the respective invoice, which will contain information regarding: brand, manufacturer, model, origin and warranty or validity period, and accompanied by the user manual, with a version in Portuguese and the list of the authorized technical assistance network, when applicable;

10.1.2 Be responsible for defects and damages arising from the object, in accordance with articles 12, 13 and 17 to 27, of the Consumer Protection Code (Brazilian Federal Law nº 8,078, of 1990);

10.1.3 Replace, repair or correct, at your own expense, within the period set out in the terms of reference, the object with faults or defects;

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

10.1.5 appoint an agent to represent you during the execution of the contract, and maintain communication with the Administration representative for the management of the contract;

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

10.1.7 keep your data updated on the National Public Purchase Portal (PNCP) and on the Unified Register of Suppliers of the State of Paraná, in accordance with current legislation;

10.1.8 maintain confidentiality regarding all information obtained as a result of fulfilling the contract;

10.1.9 bear the burden resulting from any error in the sizing of the quantities of your proposal, and must complement them, if what was initially foreseen in your proposal is not satisfactory for meeting the purpose of the bidding, except when there is:

10.1.9.1 qualitative change to the project or its specifications by the Administration;

10.1.9.2 delay in the issuance of the service execution order or supply authorization, interruption of the execution of the contract or reduction in the pace of work, by order and in the interests of the Administration;

10.1.9.3 increase in the quantities initially foreseen in the contract, within the limits permitted by Brazilian Federal Law No. 14,133, of 2021;

10.2 These are the Contracting party obligations:

10.2.1 receive the object within the deadline and conditions established in this notice and its annexes;

10.2.2 require compliance with all obligations assumed by the Contracted party, in accordance with the contractual clauses and the terms of its proposal;

10.2.3 thoroughly check, within the set deadline, the conformity of the object provisionally received, with the specifications contained in the notice and proposal, for the purposes of acceptance and definitive receipt;

10.2.4 communicate to the Contracting party, in writing, the imperfections, failures or irregularities found, setting a deadline for their correction;

10.2.5 monitor and inspect compliance with the Contracted party obligations, through a commission or specially designated employees;

10.2.6 make payment to the Contracted party in the amount corresponding to the supply of the object, within the period and manner established in this notice and its annexes;

10.2.7 make any tax withholdings due on the value of the invoice and invoice provided by the Contractor, as applicable;

10.2.8 issue a decision on requests and complaints related to the execution of the contract, except for requests that are manifestly impertinent, merely delaying or of no interest for the proper execution of the contract;

10.2.9 compensate the contractor, in cases of contract termination due to the exclusive fault of the Administration, for the regularly proven losses suffered, in addition to returning the guarantee, if any, and making payments due for the execution of the contract until the date of termination and the cost of possible demobilization;

10.2.10 adopt necessary measures for the investigation of administrative infractions, when an irregularity that constitutes damage to the Administration is found, in addition to sending copies of the applicable documents to the competent Public Prosecutor's Office, for the investigation of illicit acts within its jurisdiction;

10.2.11 provide any information and clarifications that may be requested by the Contracted party.

11 PAYMENT METHOD

11.1 The payment of each invoice must be made within a period not exceeding 30 (thirty) days from the date of the attestation of the Invoice, after proving the performance of the Contractor in all its obligations, already deducting the glosses and debit notes and upon verification of the Tax Regularity Certificate (CRF), issued through the Materials, Works and Services Management System - GMS, intended to prove regularity with the Federal, State (including the State of Paraná) for contractors headquartered in another State of the Federation) and Municipal, with the FGTS, INSS and Negative of Labor Debts (CNDT), subject to the provisions of the Term of Reference.

11.2 No payment will be made without the presentation of the required documents, as well as while irregularities that may be found in the invoice, in the supply of goods or in the fulfillment of contractual obligations are not remedied.

11.2.1 Payments will be conditioned on prior information by the creditor of the current account details with the financial institution contracted by the State, in accordance with the provisions of Paraná State Decree No. 4,505, of 2016, subject to the exceptions provided for in the same rule.

11.3 The period established in item 11.1 will be suspended in the event provided for in item 12.4.1 of the General Conditions of the Auction.

11.3.1. After the deadline for payment of the fine, if it has not been paid, the amounts will be deducted from the invoice presented.

11.4 Invoices must be issued in the name of CASA MILITAR, enrolled in CNPJ/MF n. 14.788.457/0001-17, located at Av. Cândido de Abreu, s/nº, Edifício Palácio Iguçu, CEP 80.530

000, Centro Cívico, Curitiba/Parana/Brazil, containing the bidding number, lot/item and product validation, for the purposes of stock tracking.

11.5 In the case of a foreign company, payment will be made in US dollars (US\$), through an International Letter of Credit issued by Banco do Brasil S/A;

11.6 If the national company chooses to offer its price proposal in foreign currency, payment will be made in Reais (R\$), based on the closing PTAX Rate on the business day prior to signing the contract.

11.7 In cases of possible delays in payment, as long as the Contracted Party has not contributed, in some way, to this end, it is agreed that the financial compensation rate due by the Contracting Party, between the due date and the effective payment of the installment, is calculated using applying the following formula:

EM = I x N x VP, where:

EM = late payment charges;

N = Number of days between the expected payment date and the actual payment date;

PV = Value of the installment to be paid.

I = Financial compensation index = 0.00016438, calculated as follows:

$$I = (TX) \quad I = \frac{(6/100)}{365} \quad I = 0,00016438$$

TX = Annual Fee Percentage = 6%.

12. PERFORMANCE GUARANTEE

12.1 The successful tenderer, within 10 (ten) days after signing the Contract Term or acceptance of the equivalent instrument, will provide a guarantee in the amount corresponding to 5% (five percent) of the Contract value, which will be returned in accordance with the stipulated conditions in this Notice, as provided in art.

12.2 It will be up to the contracted party to choose one of the following types of guarantee:

12.2.1 Collateral in cash or public debt securities issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil, and valued at their economic values, as defined by the Ministry of Economy;

12.2.2 guarantee insurance;

12.2.3 Bank guarantee issued by a bank or financial institution duly authorized to operate in the country by the Central Bank of Brazil.

12.3 The cash guarantee must be deposited in favor of the contractor, at the Financial Institution indicated by the Administration, with monetary correction, in favor of the contracting party.

12.4 In the event of a change in the value of the contract, or extension of its term, the guarantee must be adjusted or renewed under the same conditions.

12.5 If the value of the guarantee is used in whole or in part to pay any obligation, the Contractor is obliged to make the respective replacement within a maximum period of 10 (ten) business days, counting from the date on which it is notified.

12.6 The Contracting Party will execute the guarantee in the manner provided for in the legislation that governs the matter.

12.7 The guarantee provided by the contractor will be released or refunded after the faithful execution of the contract or after its termination due to the sole fault of the Administration and, when in cash, updated monetarily. (art.100 of Brazilian Federal Law No. 14,133, of 2021).

12.8 In the case of guarantee insurance, the successful bidder will have 1 (one) month, counting from the date of approval of the bid and prior to the signing of the contract, to provide the guarantee.

13 CONTRACTUAL GUARANTEE OF GOODS

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

13.1.1 The warranty must cover all military equipment and its parts (accessories and spare parts).

13.1.2 The contractual guarantee is based on the fact that the object retains considerable complexity and is made up of several interdependent parts which, if they present hidden defects, could lead to future defects not covered by the legal guarantee.

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

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

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

13.5 Parts that are defective during the warranty period must be replaced with new, first-use, original ones that present quality and performance standards equal to or greater than those of the parts used in the manufacture of the equipment.

13.6 Once notified, the contracted party will repair or replace the goods that are defective or defective within a period of up to 60 (sixty) days, counting from the date of removal of the equipment from the Administration's premises by the Contracted party or authorized technical assistance.

13.7 The period indicated in the previous subitem, during its course, may be extended once, for an equal period, upon written and justified request from the Contracted party, accepted by the Contracting party.

13.8 In the event of the sub-item above, the Contractor must make equivalent equipment available, with a specification equal to or greater than that previously provided, for use on a temporary basis by the Contractor, in order to guarantee the continuity of administrative work during the execution of repairs.

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

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

13.11 The legal guarantee of the object has its own term of validity and is unrelated to that set out in the contract, allowing for the possible application of penalties in the event of non-compliance with any of its conditions, even after the contractual term has expired.

14. ADMINISTRATIVE SANCTIONS

14.1. The bidder and the contractor who incur infractions are subject to the administrative sanctions provided for in art. 156 of Brazilian Federal Law No. 14,133 of 2021 and in arts. 193 to 227 of

Brazilian Federal Decree No. 10,086, of January 17, 2022, without prejudice to possible criminal implications under the terms of Chapter II-B of Title XI of the Brazilian Penal Code.

14.2. The fine cannot be less than 0.5% (five tenths percent) or more than 30% (thirty percent) of the total value of the lot in which it participated or of the contract, also observing the following variations:

a) a fine of 0.5% to 5%, in the cases of infractions provided for in art. 195, of Parana State Decree 10,086/2022;

b) fine of 5% to 30%, in the cases of infractions provided for in art. 196, of Parana State Decree 10,086/2022

c) a fine of 15% to 30%, in the cases of infractions provided for in art. 197, of Parana State Decree 10,086/2022;

14.3. The calculation of the fine will be justified and will take into account the provisions of arts. 210 to 212, of Parana State Decree 10,086/2022.

14.4. The fine may be deducted from the payment owed by the State Public Administration, resulting from other contracts signed between the parties, in which case the Administration will withhold payment until the payment of the fine, with which the bidder or contractor agrees.

14.4.1. The withholding of payment for other contracts, by the Public Administration, in the period between the final decision that imposed the fine and its performance, suspends the flow of time for the Administration, not resulting in arrears, nor does it generate financial compensation.

14.5. Daily fine of up to 0.3% (three tenths of a percent), calculated on the overall value of the contract or overdue installment, up to the 30th (thirtieth) day of delay in delivery; as of the 31st (thirty-first) day, the late payment fine will be converted into compensatory, applying, in addition, the provisions of the items above.

14.6 The procedure for applying sanctions will follow the provisions of Chapter XVI, Title I, of Brazilian Federal Decree No. 10,086, of 2022. and Brazilian Federal Law No. 20,656, of 2021.

14.7 In cases not provided for in the call notice, including the procedure for applying administrative sanctions, provisions of Brazilian Federal Law No. 14,133, of 2021 and Brazilian Federal Decree No. 10,086, of 2022 must be observed.

14.8 Without prejudice to the sanctions provided for in the previous items, the administrative and civil liability of legal entities for the practice of acts against the Public Administration, national or foreign, in the participation in this bidding process and in the contracts or derivative bonds, will also be given in the manner provided for in Brazilian Federal Law No. 12,846, of 2013, and regulation within the scope of the State of Paraná.

14.9 Any penalties applied will be transcribed in the “*PORTAL NACIONAL DE COMPRAS PÚBLICAS*” (PNCP) and in the Unified Registry of Suppliers of the State of Paraná (CFPR).

14.10 The fines provided for in this notice may be deducted from the payment eventually due by the contractor arising from other contracts signed with the Parana State Government.

15. CASES OF EXTINCTION

15.1 This agreement may be extinguished:

15.1.1 By unilateral and written act of the Public Administration, except in the case of non-compliance resulting from its own conduct;

15.1.2 in a consensual manner, by agreement between the parties, by conciliation, by mediation or by a dispute resolution committee, provided there is an interest of Management; or

15.1.3 by arbitration decision, as a result of an arbitration clause or arbitration commitment, or by court decision.

15.2 In the case of consensual termination, the party intending to terminate the Contract will communicate its intention to the other, in writing.

15.3 Cases of contractual termination must be formally motivated in the case file, ensuring the contradictory and the right of prior and full defense to the Contractor

15.4 The Contracted party hereby recognizes all the rights of the Public Administration, in case of administrative extinction due to total or partial non-performance of this contract.

16. CONTRACTUAL AMENDMENTS, ADDITIONS AND DELETIONS

16.1 This agreement may be amended in any of the cases provided for in articles 124 and 125 of Federal Law No. 14,133. from 2021.

16.1.1 In the unilateral alterations referred to in item I of the head provision of art. 124 of Federal Law No. 14,133, of 2021, the contractor will be obliged to accept, under the same contractual conditions, additions or deletions of up to 25% (twenty-five percent) of the updated initial value of the contract that are made in purchases.

16.2 The continuity of the administrative contract is admissible when there is a merger, spin-off or incorporation of the Contractor with another legal entity, provided that:

- a)** all qualification requirements required in the original bidding process are observed by the new legal entity;
- b)** the remaining clauses and conditions of the contract are maintained; and
- c)** there is no prejudice to the execution of the object agreed and there is express consent from the Administration to the continuity of the contract.

16.3 The replacement of a consortium member must be expressly authorized by the contracting agency or entity and subject to proof that the new company in the consortium has, at least, the same amounts for the purpose of technical qualification and the same values for the purpose of economic and financial qualification presented by the company replaced for the purpose of qualifying the consortium in the bidding process that originated the contract.

16.4 The changes provided for in this clause will be formalized by an amendment to the contract.

16.5 Once the instruction of the request for economic-financial rebalancing has been completed, the Administration will have a period of 30 (thirty) days to decide, allowing the extension motivated by the same period

17. PERSONAL DATA PROTECTION

17.1 The CONTRACTING PARTY and the CONTRACTED PARTY, as operator, undertake to protect the fundamental rights of freedom and privacy and the free development of the personality of the natural person, related to the processing of personal data, including in digital media.

17.2 The processing of personal data essential to the provision of the service by the CONTRACTOR, if any, will be carried out with prior and substantiated approval of the CONTRACTOR, observing the principles of art. 6 of the LGPD, especially that of necessity;

17.3 The data processed by the CONTRACTOR may only be used in the provision of services specified in this contract, and under no circumstances may they be used for other purposes, subject to the guidelines and instructions transmitted by the CONTRACTOR;

17.4 The personal data processing records that the CONTRACTOR carries out will be kept in conditions of traceability and electronic proof at any time;

17.5 the Contractor shall present sufficient evidence and guarantees that it applies an adequate set of technical and administrative security measures, for the protection of personal data, in accordance with the legislation and the provisions of this Clause;

17.6 The Contractor shall formally inform its employees of the obligations and conditions agreed upon in this Clause, including with regard to the CONTRACTING PARTY's Privacy Policy, whose principles and rules shall be applied to the collection and processing of personal data.

17.7 Any access, by the CONTRACTED PARTY, to databases that contain or may contain personal data or commercial or industrial secrets will imply for the CONTRACTED PARTY and its agents - duly and formally instructed in this regard - the most absolute duty of secrecy, in the course of this contract and after its termination.

17.8 The CONTRACTOR's person in charge will maintain formal contact with the CONTRACTING PARTY's person in charge, within 24 (twenty four) hours of the occurrence of any incident that implies a violation or risk of violation of personal data, so that the latter can adopt the necessary measures, in the possibility of questioning the competent authorities.

17.9 At the discretion of the controller and the person in charge of Data of the CONTRACTING PARTY, the CONTRACTED PARTY may be asked to fill out an impact report on the protection of personal data, according to the sensitivity and inherent risk of the object of this contract, with regard to personal data.

17.10 The Contractor is liable for damages caused by breach of data security by failing to adopt the security measures provided for in art. 46 of the LGPD, intended to protect personal data from unauthorized access and accidental or unlawful situations of destruction, loss, alteration, communication or any form of inappropriate or unlawful treatment.

17.11 The CONTRACTED PARTY's legal representatives, as well as employees who must necessarily have access to personal data under the control of the State for the fulfillment of their tasks, must sign a commitment and confidentiality term, in which they are responsible for complying with the LGPD and for the provisions of this Clause.

17.12 Information on the processing of personal data by the CONTRACTED PARTY, involving its purpose, legal provision, forms of execution and storage period, must be published in the form of § 1 of art. 10 of State Decree No. 6,474, of 2020.

17.13 The manifestations of the data subject or his legal representative regarding the processing of personal data based on this contract will be met in accordance with articles 11, 12 and 13 of State Decree No. 6,474, of 2020.

17.14 The CONTRACTING PARTY may, at any time, request information about the personal data entrusted to the Contractor, as well as carry out inspections and audits, including through independent auditors, in order to ensure compliance with the applicable duties and obligations;

17.15 Any sharing of personal data with a SUBCONTRACTED company will depend on prior authorization from the CONTRACTING PARTY, in which case the SUBCONTRACTED PARTY will be subject to the same limits imposed on the CONTRACTED PARTY.

17.16 Once the term of the contract has ended or if there is no longer any need to use personal data, whether sensitive or not, the Contractor will arrange for the disposal or return, to the CONTRACTING PARTY, of all personal data and existing copies, in compliance with the principle of security.

17.17 Doubts arising from the application of the LGPD will be subject to consultation by the CONTRACTING PARTY's person in charge of the State Comptroller General, who may consult the State Attorney General in case of duly substantiated legal doubt.

18. DISPOSIÇÕES GERAIS:

18.1 This contract, for all purposes, includes: the bidding notice and its annexes and the proposal presented by the Contractor during the bidding process.

18.2 This contract is governed by Federal Law No. 14,133, of 2021, Decree No. 10,086, of 2022 and other state and federal laws relevant to the object of the contract, applying said legislation to cases not covered by this contract.

18.3 The Contracting Party will send the summary of this contract for publication in the Official Gazette of the State of Paraná and on the official website, without prejudice to making the entire contract available on the National Public Purchase Portal (PNCP) and on the GMS system.

18.4 Issues resulting from the execution of this instrument, which cannot be resolved administratively, will be processed and judged in the State Justice, in the Central Forum of the Judicial District of the Metropolitan Region of Curitiba – Parana - Brazil, excluding any other, however privileged it may be. Local e data

Place and date

CONTRACTING PARTY

CONTRACTED PARTY

WITNESSES

1 – NAME:

2 – NAME:

ANEEX IX

LGPL DECLARATION.

XXXXXXXX, registered with CNPJ No. XXXXXXXX, through his legal representative, Mr. XXXXXXXX, bearer of Identity Card No. XXXXXXXX and CPF No. XXXXXXXX, DECLARES, for the due purposes, that it is fully aware of the rules contained in the bidding notice and that it has the qualification conditions provided for in the notice, as well as being aware that:

1. As a condition to participate in this tender and be hired, the interested party must provide the Public Administration with various personal data, including:
 - 1.1. those inherent to identification documents;
 - 1.2. relating to equity interests;
 - 1.3. information inserted in social contracts;
 - 1.4. physical and electronic addresses;
 - 1.5. marital status;
 - 1.6. any information about spouses;
 - 1.7. kinship relations;
 - 1.8. phone number;
 - 1.9. administrative sanctions that it is fulfilling before the Public Administration;
 - 1.10. information on possible criminal convictions or administrative impropriety; among others necessary for hiring.
2. This information will be included in the administrative process and will be processed by the Public Administration.
3. The processing of personal data related to contracting processes is presumed to be valid, legitimate and, therefore, legally adequate.

Place and date

Legal Representative