

NOTICE OF REQUEST FOR PROPOSALS
INTERNATIONAL ONLINE AUCTION No. 250/2019 – PMBC

The City of Balneário Camboriú, by virtue of the Purchasing Department, gives notice of its intention of buying **SEMI AUTOMATIC PISTOLS** for the city's **POLICE PERSONNEL**, according to the conditions, terms, quantities, and requirements established by the criteria and annexes of this bidding. For eligibility, and as a condition of award, the successful proposal will be the one with the **LOWEST PRICE PER ITEM**. Proposals must be **SUBMITTED ONLINE**. All proposal submissions must follow the requirements established by the following acts: Law No. 10529 of July 17, 2002, Municipal Decree No. 10024 of September 20, 2019, Complementary Law No. 123 of December 14, 2006, Municipal Decree No. 6973 of April 9, 2013, and Law No. 8666 of June 21, 1993.

Proposals and Required Documents must be registered on COMPRASNET Online System as specified below:

Electronic session deadline: March 10, 2020.

Time: 09:00 a.m. (UTC-3h)

Website: www.comprasgovernamentais.gov.br - Brazilian Federal Government purchasing website.

UASG code: 988038

If further information is needed: +55 (47) 3267-7091; daniel.cabette@bc.sc.gov.br; www.bc.sc.gov.br

1- PURPOSE

1.1 - The purpose of this bidding term is to select the best purchasing proposal for the city of Balneário Camboriú on the purchasing of semi-automatic pistols for the city's police personnel in order to provide them with modern, efficient, safe, and appropriate arsenal to fulfill their duties.

1.2 – The technical specifications are described in the Terms of Reference and have been detailed to assure the highest level of quality and to achieve the purpose by which they were purchased.

1.3 – The semi-automatic pistols must be delivered with its magazines, gun cases, identification chips, spare pieces and its grip, according to topic 6 of the Terms of Reference.

1.4 – the pistols must meet all quality requirements hereby stated and, in the annexes, the pistols must also be provided with all the safety equipment/systems as required by law and by the Brazilian Consumer Defense Code (Federal Law No. 8078 of 1990)

1.5 – It is understood as an inappropriate object when it is: of inferior quality, does not meet the quality standards, does not meet law requirements, does not meet the specifications of the terms and conditions hereby stated.

1.6 – Any divergences between the description of the object in this bidding document and the description of the object on the site: www.comprasgovernamentais.gov.br, it will be prevailed the description of the terms and conditions on this bidding document.

2 – TERM AND CONDITIONS OF PARTICIPATION

2.1 – The online auction will be held by the City of Balneário Camboriú through its Purchasing Department with the support of the Logistics and Information Technology Department from Federal Ministry of Planning, Budget and Management, that will provide the electronic system.

2.1.1 – Any company that provides semi-automatic pistols can apply to this present bidding process, if they can fulfill the Terms of Reference in this auction and can also guarantee all conditions implied by the present bidding terms.

2.2 – The proponent of the online auction must obey to the following bidding terms:

- I.** Have a personal identification key and password, and inquire about the rules of the online auction and how the system works;
- II.** Register on the Sicaf – Suppliers Registration System by means of the website: www.comprasgovernamentais.gov.br;
- III.** Submit all required documents (the proposal of the bidding, license and all needed complementary documents) exclusively through the mentioned system.
- IV.** Take full responsibility regarding any transaction under their names, be true to their proposals and bidding offers, including all the transaction performed directly by the proponent or by its legal representative, excluding the responsibility of the system provider or the public body or public entity responsible for the present bidding by any damage or misuse, even by third parties, regarding their password;
- V.** Keep track of the online system steps and operations during the bidding process and take full responsibility of any damage/burden related to their non-observance of messages issued/sent by the system or its disconnection or errors.

2.3 – The access on the system with a password access, given to proponent, is their personal responsibility, including any transaction made directly by the proponent or its representative. The system provider and the City of Balneário Camboriú will not take any responsibility of any kind regarding damages as a result of misuse of the password, even if made by third parties.

2.4 – The participation in the current bidding, implies total, unrestricted and irreversible submission of the proponents to the conditions of this Notice.

2.5 – It is forbidden to participate in this online auction bidding process:

- I.** Companies declared illegible by law to participate in biddings and hindered to do business with the city of Balneário Camboriú;
- II.** Companies that are declared inapt for bidding or to contract with the City's Administration until it is declared apt by law;
- III.** Companies within the impediments described by the terms of article 9 of the Law No. 8.666 of 1993;
- IV.** Labor cooperatives;
- V.** Companies in consortium;
- VI.** Companies that have a link of technical, commercial, economic, financial, labor with the competent authority, the publisher of this request, the Auctioneer, or any member of the support team, in the terms of article 9 of Federal Law No. 8.666 of 1993;
- VII.** Companies that have no legal representation in Brazil with legal permission that grant their representative powers to represent the proponent in administratively and judicial way;
- VIII.** Companies going through bankruptcy, legal or extra legal process or through restructuring or recovery process, that does not show during the habilitation stage that it is restructuring or that it has a recovery plan approved by a legal judge and in full legal force, without affecting the observance of all the requirements of the economic and financial qualification in this bidding terms.

3 – REGISTRATION AND ACCREDITATION

3.1 – Accreditation is the basic level of registration on the Sicaf – Suppliers Registration System and allows the proponent to take place on electronic biddings carried out by the City of Balneário Camboriú.

3.2 – Registration on the Sicaf must be done through the Federal Purchasing Department on the website: www.comprasgovernamentais.gov.br, using a digital certification that will be acquired and checked by the Brazilian Public Keys Infrastructure Department, the ICP.

3.2.1 – In case of a foreign company that is not established in Brazil, the registration and accreditation must be done by its proponent's legal representative living in the territory of Brazil bearing a document which certifies his or her powers to act administratively and judicially in behalf of the proponent.

3.2.2 – The proponent, with legal representative powers, will be able to take decisions regarding all the stages of the auction.

3.2.3 – The proponent takes full responsibility for all action performed by his or her legal representative in this bidding process.

3.3 – On account of the registration and the accreditation, by the electronic system provider, proponent and their legal representative are understood to be legally responsible and have capability to fulfill transactions presented in the terms of this bidding.

3.4 – It is of the proponent the responsibility for using the electronic system, and it is of their obligation to keep track of all transactions held by their legal representative.

3.5 – It is of the proponent the responsibility for certifying the authenticity of registered data on the Sicafe system, as well as keeping data updated. As soon as a mistake is identified, or any information is outdated the correction and/or the appropriate change must be done.

4 – PRICE OFFER

4.1 – The proponents must send, exclusively through the electronic system (in the means of annexation), the requested license, the proposal submission form (see Annex IV for a template) **in Brazilian Portuguese** language, with a description of the product and the price with two decimal digits, until the deadline, after that, proposal submissions will be declared closed.

4.2 – The proposal must contain a full and detailed description of the mentioned item. the indication of it must indicate its origin, brand be it national or foreign, type, and its reference according to the MERCOSUL Common Nomenclature – NCM. It must also contain a catalog or brochure with the description and/or detailed technical information.

4.3 – The expiration date of proposals shall not be less than 90 days (ninety days), starting from the negotiation day with the auctioneer.

4.4 – A minimum technical warranty must be provided to all the items and all of its parts and aggregate items (accessories and spare parts), according to item 1.3 of the Terms of Reference.

4.5 – The firearms and their accessories must be delivered within 90 (ninety) working days after receiving a notice of Supplying Authorization from the City Guard Headquarters, straight from

Balneário Camboriú Department of Security at the following address: 111 Pardal Street, Balneário Camboriú/SC during its work time, from 01:00 p.m. to 7:00 p.m..

4.6 – The company must indicate the service technician provider for the firearms, in the territory of Brazil.

a) It must also provide its name, CNPJ, address, technical manager(s), phone number, and e-mail.

4.7 – The suggested values of foreign currency (Euro or American Dollars) must be converted into Real (Brazilian currency) using the Ptax exchange rate, prevailing at the last business day prior to the opening of the session.

4.8 – For Brazilians proponents, the proposal value must be expressed, preferably in REAL (R\$).

4.9 – The proposal submission form must inform, in addition to the profits, all expenses and costs such as costs regarding to packing, importing license, international shipping insurance, warehousing, any other insurance, international shipping, motorcycle freighting, mailing, assembling, warranty, technical assistance, technical liability, technical delivery, domestic transportation and freight, taxes, labor and social security charges, tax contributions, parafiscal contributions (Siscomex of airline company, from RADAR of importation license, customs clearance, warehousing, foreman, airport and other necessary expenses) costs regarding handling, service by outsourcers or labor due in the country of origin or in Brazil, issuance of the letter of credit and other costs that may directly or indirectly affect the object of the present auction, due to its import process, until its final delivery to the place indicated by this notice, without any additional burden to the proponent.

a) Any other tax, fee, costs or expenses, directly or indirectly related to supplying of the present bidding term, as well as omitting or listing inappropriately the price proposal, will be considered as included in its price, so no plead will be accepted to any addictions using such arguments.

b) The proponent is fully and exclusively responsible for getting from the competent public organs/ public entities, either in Brazil or abroad, information about taxes, fees, and costs of any kind, regarding the supplying object of this bidding, considering that such information has been given, claiming lack of knowledge of this information (about taxes, fees, costs of any kind) will not be accepted whatsoever.

4.10 – According to Federal Law No. 8666 of 1993, article 42, paragraph 4 and exclusively for the purpose of determining the proposals, the possible encumbrances of taxes related exclusively to Brazilian proponents about the final selling process, in accordance with the law, for the purpose of unprejudiced proposals by Brazilian or foreign companies.

a) The International Commercial Terms – INCOTERM used will be the DAP – Delivered at Place.

b) The costs of the customs deposits and other eventual custom transit costs or goods transit costs, even when the goods are already considered national goods, due to the arrival of equipment in another location, are entirely as a responsibility of the proponent.

4.11 – Participating in this present bidding term implies in the agreement with all its terms.

4.12 – The proposal sent must include 100% (one hundred per cent) of the items it proposes.

4.13 – The submitted proposal cannot be edited, neither about its schedule nor about the specifications of the offered item, nor about any condition that may modify its original terms, as well as adding or deleting rectifications or withdrawals, with the exception of a fair reason due to an unforeseen fact, and accepted by the auctioneer to reveal mistakes or formal omissions, which do not result in loss to the understanding of the proposals.

a) The omission of any expense or cost necessary for the perfect execution of the object of this bidding will be interpreted as non-existent or already included in the prices. The proponent cannot plead any additions to his bid after it has been submitted.

4.14 – Each proponent must present only one price bid for each item.

4.15 – **The proponent must indicate, in the form on the electronic system COMPRASNET, the unitary and total value in Brazilian currency (Real – R\$), with two decimal digits, including taxes, shipping, fees and any other kind of expenses related to the object of this bidding term.**

4.15.1 – The proponent must declare, in the proper field on the electronic system, that they fully meet the license requirements and that their proposals fulfill all the terms of this auction.

4.15.2 – The proponent must declare, in the proper field on the electronic system, under the penalty of being declared incapable for the present bid, that the proponent does not have any employees under eighteen years-old working at nightshifts, in neither unhealthy or dangerous working conditions nor any employees under sixteen years-old in any kind of work, except as in a way of apprenticeship starting in the age of fourteen years-old.

4.15.3 – If the proponent is declared a preferred entity, the proponent must declare it, in a proper field on the electronic system, that they meet the requirement under of the Complementary Law No. 123 of 2006, article 3 to make use of the benefits by the law.

a) A false declaration during about licenses or permits during the submission of the proposal or its classification as micro enterprise or as a small business will subject **proponent** to the penalties of the present bidding term.

4.16 – Proponent may withdraw or replace their proposal and their permit documents previously submitted until the opening of the session.

4.17 – The session can be suspended by the Auctioneer at any time for the analysis and compliance of the proposals, according to Decree No. 10024 of 2019, article 28.

a) After the suspension of the public session, the auctioneer will send by chat messages to the proponents informing about the date and time to start bids.

5 – THE OPENING OF THE ONLINE AUCTION

5.1 – The opening of this public auction session will take place on the date and time indicated in the introduction of this notice, on the following website: www.comprasgovernamentais.gov.br.

5.2 – During the public session, communication between the proponents and the Auctioneer will happen exclusively through messages exchanged within the electronic system.

5.3 – It is the proponent duty to keep track of the ongoing process of the auction on the electronic system during the public session. Being responsible for any damage or loss to their deals and by not keeping track of any message sent by the electronic system or of its disconnection.

6 – COMPLIANCE OF PROPOSALS

6.1 – Auctioneer will verify the submitted proposals and will disqualify proposals that does not meet the requirements of this notice.

6.2 – The disqualification of the proposal will be justified and registered on the electronic system. It will be possible to monitor it in real time by all the proponents.

6.3 – The electronic system will automatically sort all proposals classified by the Auctioneer.

6.4 – Only proposal submissions classified by the Auctioneer will be eligible to participate in the bidding stage.

7 – THE BIDDING STAGE

7.1 – After classifying the proposals, the auctioneer will then begin the bidding stage. The stage in which grants the opportunity to proponents to submit bids exclusively through the electronic system.

7.2 – The proponents will be immediately informed about the receiving of the bid and its value as well as of its registration. The confidentiality and identification of the proponent will be kept.

7.3 – The proponents can offer successive bids, respecting the time schedule, fixed for the opening of the public session and the rules stated in this notice.

7.4 – The proponent can offer a lower price in comparison to their last offered bid which will have been registered by the electronic system. This offer can be done by respecting the minimum value interval between bids that will focus both on intermediary bids as well as on the bid that covers the best offer.

7.5 – It will not be accepted two or more equal bids and it will prevail the bid received and registered first.

7.6 – During the public session, the proponents will be informed, in real time, about the lowest registered bid value, keeping the confidentiality of the proponent's identification.

7.7 – The bids offered and considered to the evaluation process will be of full responsibility of the proponents. Therefor they will not have the right to plead for any changes in the bids.

7.8 – If the auctioneer is disconnected during the bidding stage the electronic system will remain accessible to all proponents, bids will continue to be received, without any damages to the participants.

a) If disconnection occurs and lasts for more than 10 (ten) minutes the session of the online auction will be cancelled and restarted after participants receive such communication. The session can only be started 24 (twenty-four) hours after all proponents received the statement reporting the problem.

8 – COMPETING STAGE

8.1 – The competing stage for this online auction will happen according to Decree No. 10024 of 2019, article 31:

a) The bidding stage in a public session lasts for 10 (ten) minutes, after that time, it will be automatically extending the period if there is a bid within the last two minutes of the period of the session.

b) The automatic extension of the bidding stage will consist of two minutes and it will happen if a bid is made during that extension time, even when it is made of intermediary bids.

c) if there are not any new bids according to topics “a” and “b”, as described above, the public session will end automatically.

d) When the public session ends without the system automatic extension, according to topic “b” as described above, the auctioneer with the help of the support team, may restart the bid submission stage, in order to achieve the best price according to Decree No. 10024 of 2019, article 7, clarifying the reason for doing so.

8.2 – The difference between bids must be at least of R\$ 1.000,00 (thousand), for both intermediary bids and bids covering the best offer.

9 – NEGOTIATION STAGE

9.1 – When the competing stage is done the auctioneer will send by the electronic system a counterproposal to the proponent that has presented the best price offer. This will assure that the best offer be achieved. It is forbidden to negotiate by any means that is not foreseen in this notice.

a) The negotiation will happen through the electronic system and can be monitored by the other proponents.

10 – WINNER DETERMINATION

10.1 – When the negotiation stage, issued in item 10, is closed the auctioneer will analyze the proposal ranked first on its adequation to the object of the bidding term and the price compatibility regarding the maximum price stipulated by this notice and according to of Decree No. 10024 of 2019, article 7, paragraph 9. After that, the auctioneer will verify the proponent qualification documents.

10.2 – Under the penalties of the law and of this notice, the company ranked first at the bidding stage, must present item samples within the maximum deadline of 10 (ten) working days, counted as of the date of the public session. It must accompany with the samples all the technical specifications that can be measured and analyzed by the auctioneer and by the technicians from Security Bureau in Balneário Camboriú according to item No. 4 of the Terms of Reference.

10.2.1 – To verify the regularity of the business and operability of the firearms that will be sent, with the samples following documents must also be presented:

- a)** With respect to Brazilian companies, a document proving its permit to manufacture and sell firearms. Such document must be provided by the RETEX – Experimental Technical Report issued by the Brazilian Army;
- b)** With respect to foreign companies, a document proving its permit to manufacture and sell firearms. Such document must be similar to the RETEX – Experimental Technical Report and must be issued by an official body in the country of origin;
- c)** In both cases (Brazilian or foreign companies) a document proving their permit to manufacture and sell firearms issued by the public organ, department or public entity, such document must have been issued at least 12 (twelve) months before the opening date of the auction. It must be of the same type and brand, but it can be of different caliber from the one specified in this notice;
- d)** To verify the durability of the hybrid pistol magazines (Polymer coated steel frame), it will be required during the sample presentation, a technical report issued by accredited laboratory proving the firearm's resistance to delamination;

- e) Together with the samples and documents mentioned above, the company must also present a Declaration of Technical Specifications technical specifications as delimited in annex B of the Terms of Reference;
- f) documents issued abroad must be certified with an apostille according to Decree No. 8660 of 2016 or consularized (Brazilian Consulate stamp in the country of origin) with a certified translation of the document.

10.3 – The original documents or their authenticated copies must be sent to the Purchasing Department of Balneário Camboriú in the following address: 320 Dinamarca Street – Paço Municipal – ZIP Code: 88338-900.

10.4 – The proponent who fails to send the documents required will be disqualified and will be subject to the penalties described in this notice.

11 – LICENSE DOCUMENTATION

11.1 – License of proponents will be verified through the Sicaf system (partial habilitation) and through the required license documents specified in this present bidding terms.

11.2 – License must be delivered along with the proposal, exclusively through the electronic system, as described above, until the deadline which is the date and time of the opening of the public session.

11.3 – Proponent who does not observe the partial habilitation requirements on the Sicaf system must submit documents that meet these requirements.

11.4 – Required documents for Brazilian companies:

11.4.1 – Legal License:

- a) Statement in which proponent declares they fulfill the requirements of the Brazilian Federative Constitution of 1988, Article 7, item XXXIII, and article 27, item V; of Law No. 8666 of 1993 together with Law No. 9854 of October 27, 1999 according to the annexed template in this notice.
- b) Declaration of Familial Relationships as template annexed;

c) Declaration of any impeditive fact for accreditation according to the template annexed.

11.4.2 - Tax and Labor Regularity:

- a) Document proving that the proponent has a Brazilian Identifying Tax Number subscription, which is the CNPJ – Cadastro Nacional de Pessoa Jurídica.

- b) Document proving that the proponent is up to date with their Federal, State and Municipal treasury obligations;
- c) Document proving regular status for that the Brazilian Severance Indemnity Fund for employees, the FGTS – Fundo de Garantia por Tempo de Serviço, and all the fulfillment of its social charges required by law;
- d) Documental Proof of nonexistence debts regarding Brazilian Labor Justice, by presenting a Brazilian IRS Verification of Nonfilling Letter, the Certidão Negativa de Débitos, according to the item VII-A of the Labor Laws approved by Decree No. 5452 of May 01, 1943 (enacted by Law No. 12440 of 2011). It is possible to get the Letter online and free of charges. In order to do so proponent should enter the following website: www.tst.jus.br/certidao.

11.4.3 – Economic and Financial Qualification:

- a) Documental proof of the nonexistence of bankruptcy or financial recovery issued by the proponent's head office supplier within a maximum of 180 days (one hundred and eighty days) when the documents itself does not state the expiration date.

11.5 – Required documents to foreign companies:

11.5.1 – Legal Qualification:

- a) Documental proof declaring the company's legal existence, by presenting a legal document from the proponent's country of origin that states its constitutive acts. Regarding stock companies, a document that states the election of its administrators and any changes on its constitutive acts with a Portuguese translation, without any amendments, erasures, overwritten, such document must be dated and signed on its final pages, all the other pages must be initialed;
- b) The foreign company with a branch, agency, office, an establishment or agent in Brazil must present its permit by decree or other legal act published by Brazilian Ministry Industry, Foreign Trade and Service that grants a license to work in Brazil and a registration or authorization permit published by the competent public body or public entity, if the proponent activities demands such license according to the law;
- c) Foreign company that does not have a branch or office in Brazil must present a document proving it has a representative in Brazil, be it a person or a company, and that it has legal power to receive service and answer executively and legally for this auction process even for documentation associated to this auction.

11.5.2 – Tax and Labor Regularity:

- a) The proponent must present a certificate about their regularity regarding any kind of debts on the Municipal, State and Federal levels;
- b) The proponent must present a certificate about their regularity regarding any debts on labor and welfare taxes.

11.5.3 – Economic and Financial Qualification:

- a) The proponent must present a certificate emitted by an authorized public department of the its country, certifying that the company is not going through bankruptcy, concordat, financial recovery or any other legal process that could compromise the proponent obligations on the present auction.

11.5.4 – Foreign proponent companies must present all the documents listed above, initially with a non-sworn translation version.

- a) In case of the winner proponent be a foreigner, the documents regarding the proponent's license must be translated by a sworn translator from the proponent's country and it must have an apostille according to National Decree nº 8660 of January 29, 2016 or by any other Decree that replace the one just mentioned, or consularized by the respective consulates or embassies in the proponent's country and then send them to the auctioneer to the following email: daniel.cabette@bc.sc.gov.br.
- b) The original documents or its authenticated copies must be sent to the Purchasing Department of the City of Balneário Camboriú to the following address: 320 Dinamarca Street, Paço Municipal, ZIP Code: 88338-900, Balneário Camboriú/Brazil.

11.6 – The auctioneer might verify on official websites of public bodies and public entities to check the authenticity of the issued certificates and to verify proponents' permit status.

11.7 – The originals or certified copies of any documents sent through the option “send annex” on the Comprasnet system can be requested at any given time and by the auctioneer.

11.8 – The originals or certified copies, if requested, must be sent to the Purchasing Department, located at 320 Dinamarca Street, Paço Municipal, ZIP Code: 88338-900, Balneário Camboriú/Brazil.

11.9 – For documents of fiscal, labor and economic-financial regularity in which do not have an expiration date it will be considered 90 (ninety) days from it was issued.

11.10 – The license documents must be presented under the name of the proponent who will be responsible for supplying the weapons, accessories and bills with the same Identifying Tax Number. Documents with the same business legal name will be accepted, however documents with different Identifying Tax Number and address will be accepted if they are valid for all branches and headquarters.

11.11 – The license documents listed above must be valid and in force by the date of the opening session.

11.12 – The documents required in this notice may not be accepted, when submitted by unreadable copies or with erased dates. The auctioneer has the right to request the original of any document, whenever in doubt or deemed it necessary to do so. The auctioneer can, in accordance with the law, take legal measure in case of fraud of any kind.

12 - THE APPEAL

12.1 – After a winner chosen, the auctioneer will open a 15 (fifteen) minutes time for any proponent to lodge an appeal in the appropriate space provided by the online system.

- a) The absence of an immediate appeal manifested by the proponents under the terms of the caput will imply to the loss of that right, thus the auctioneer will be authorized to award the object to the declared winner;
- b) The auctioneer will analyze the reasons for the appeal and will accept it or not on the appropriate space provided on the online system.

12.2 – The reasons for the appeal referred to in the caput must be presented within three days.

12.3 – If the other proponents desire, they can submit their counter-reasons within three days, from the end date of the applicant's deadline, assured an immediate view of the elements essential to the defense of their interests.

12.4 – The acceptance of the appeal will imply only in the invalidation of acts which cannot be seized.

13 - AWARD AND APPROVAL

13.1 – In the absence of any appeal, the auctioneer will be required to award the object and forward the process to the higher authority and propose the approval.

13.2 – Once the appeals are decided and the regularity of the acts performed is verified, the competent authority will award the object and give approval to the auction.

13.3 – For the verification of international technical quality standards applied in the manufacturing process of the weapon which will be supplied, it will be required, as a condition for approval, the following documents must be submitted:

- a) Technical report(s) issued by a test bank or an independent internationally certificated laboratory stating that the arsenal of same model and caliber fulfills with the requirements of NATO AC/225 (LG/3-SG/1) D/14 + DISTR LG/3 standards, in accordance to this notice and its annexes;

- b) Technical report(s) issued by a test bank or an independent internationally certificated laboratory stating that the arsenal of same model and caliber meets the all requirements for the lifespan of its barrel, as required in this notice and its annexes.

14 – SANCTION POLICY

14.1 – Those who fall under the criteria described in the item below will be prohibited to bid and to do business with the city of Balneário Camboriú. they will also be blocked in the Sicaf system for up to five years, without prejudice to fines described in this notice and other legal commissions, likewise it will be assured to them the right of defense.

- I.** Do not deliver the object;
- II.** Do not submit the documents required in this notice;
- III.** Submit false documents;
- IV.** Cause the delay in executing the object;
- V.** Do not keep its proposal;
- VI.** Fail to execute the object;
- VII.** Defraud the execution of the object;
- VIII.** Behave inappropriately;
- IX.** Submit false information; and
- X.** Commit tax fraud.

14.2 – By refusing to carry out your proposal, a fine of 20% (twenty percent) will be attributed, calculated on the estimated total amount of the contract, without prejudice to other legally established sanctions.

14.3 – By a total or a partial non-execution of the object, in addition to the provisions described above and premises listed in Article 7 of Brazilian Federal Law No. 10520 of 2002, the proponent shall be subject to the following sanctions:

- a)** Warning;
- b)** Fine of 20% (twenty percent) on the value of the unfulfilled portion;
- c)** Declaration of Disreputable.

14.4 – Although it will be assured the right of defense, the unjustified non-compliance with the delivery and for execution of the object will characterize a default to the contracted company, subjecting it, among other penalties, to the fine ensured by Article 86 of the Brazilian Federal Law 8666 of 1993, in the following way:

- a)** a fine of 2% per delayed day up to a maximum of 20% of the amount of the defaulted portion.

14.5 – If a penalty payment is applied, it must be paid in a single installment.

14.6 – In compliance with the principle of administrative morality and the unavailability of the public interests protected, the Declaration of Disreputable may also be applied to the business partners, through the process of disregarding the legal entity as established in Federal Law 12846 of 2013, Article 14. Nevertheless, it will be assured the right to a full defense and to plea.

14.7 – The cancellation of the relationship with the supplier and other administrative sanctions will be preceded by administrative proceedings to be examined by the system management body (City Purchasing Department), and the final decision must be justified.

14.8 – In the event of the contracted company is in an ignored, uncertain or inaccessible place, the communication of administrative and contractual sanctions will be made by publication in the Official Gazette of Balneário Camboriú, considering that it is subpoenaed by the decision given, the from the 5th (fifth) working day, counted from the date of the publication.

15 - PAYMENT

15.1 – Payment will be made after receiving the product and its receipt within up to 10 (ten) working days.

15.1 – In the case of a proposal for prices in Brazilian currency (Real R\$), payment will be made through bank account credit; situation in which the proponent must provide all information needed for the issuance of the respective payment order

15.2 – In the case of a proposal made in foreign currency (US dollar or Euro), payment will be made, at the choice of each proponent by means of bank account credit. Thus, the proponent must provide all information for the issuance of the respective payment order and/or documentary credit, as the case may be, by the issuing bank.

- a) Payment through bank credit will be made in Reais (R\$) by conversion at the exchange rate in force to foreign currency according to the value of commercial sale and made available by the Electronic Information System of the Central Bank of Brazil – SISBACEN Closing bulletin on the working day immediately preceding the date of the effective payment;
- b) The actual payment and settlement will be considered by the deposit of the amount due by the Contractor in the supplier's bank account.

16 - CLARIFICATIONS AND IMPUGNMENT TO THE AUCTION NOTICE

16.1 – Clarifications and impugment relating to the auction process should be sent to the auctioneer, by e-mail: daniel.cabette@bc.sc.gov.br, up to 03 (three) working days prior to the date set for the opening of the public session.

16.2 – It shall be up to the auctioneer, assisted by those responsible for drafting the auction notice and annexes, to decide on clarifications and impugment within two working days, counted from the date of receiving the impugment.

16.3 – Replies to requests for clarification and impugment will be made available in the electronic system for interested parties and will bind proponents and administration.

16.4 – There will be no reason to amend the auction notice or comply with the impugment of proponents because of minor failures or specifications that do not prejudice good interpretation or even to fundamental and legal principles for choosing the best proposal.

17 - GENERAL PROVISIONS

17.1 – The Purchasing Department may withdraw the auction process only on grounds of public interest, for duly proven, relevant and enough reasons for illegality.

- a) the annulment of the auction process induces that of the contract;
- b) Proponents will not be entitled to compensation as a result of the annulment of the auction, except for the right of the bona fide contracted company to the reimbursement of the charges they have borne in compliance with the contract.

17.2 – Cases of and omitted situations will be solved by common agreement, according to the Brazilian Federal Law No. 8666 of 1993, the Brazilian Federal Law No. 10520 of 2002, Municipal Decree Law No. 10024 of 2019 and other subsequent amendments in force.

17.3 – If the deadlines set out in this auction notice are not expressly indicated in the proposal, they will be deemed as accepted for the purpose of the trial of this online auction.

17.4 – Electronic documents produced using the certification process provided by ICP-Brazil, pursuant to Provisional Measure No. 2200-2 of August 24, 2001, will be received and presumed true in relation to the signatories, with the sending of original documents and certified copies on paper.

17.5 – In the event of divergence between subordinate norms and those contained in this auction notice, the latter shall prevail.

17.6 – With no expedient or occurring any supervenient fact that prevents the event from taking place on the scheduled date, the session will be automatically transferred to the first subsequent business day, at the same times and electronic address previously provided if there is no communication from the auctioneer stating the contrary.

17.7 – All time established in this auction notice, on the notification and during the public session will be set for the Brasília-DF time zone (UTC-3h), including the counting time for registration at the electronic system and in all documents related to the event.

17.8 – It is granted to the Administration of this auction the right to film and/or record the sessions and use it as evidence.

18 – ANNEXES

18.1 – The following annexes are part of this Notice:

Annex I – List of Items and Budget Allocation;

Annex II – Budget and Resources;

Annex III – Terms of Reference;

Annex IV – Proposal Submission Form;

Annex V – Declaration of Any Impeditive Fact for Accreditation;

Annex VI – Declaration of Compliance with the Obligations Related to the Working of Minor;

Annex VII – Declaration of Familial Relationship.

19 – JURISDICTION

19.1 – The Forum of the City of Balneário Camboriú/SC is the one empowered to solve the issues regarding auction notice, its process and the future Purchasing Authorization, thus, being any other forum waived.

Balneário Camboriú, December 17, 2019.

SAMARONI BENEDET
Purchasing Department Secretary

ANNEX I – LIST OF ITEMS AND BUDGET ALLOCATION

Item	Material	Measurement Unit	Amount Auctioned	Unity Price (R\$)	Total Price (R\$)
1	9mm caliber semi-automatic pistol with accessories.	UN	74	3.317,14	24.468,36
Overall Total					245.468,36

ANNEX II – BUDGET AND RESOURCES

02 – Indication of Resources – Budget Allocation:

723 - 1 . 12002 . 6 . 181 . 4032 . 2.108 . 0 . 339000 Direct Applications

ANNEX III – TERMS OF REFERENCE

1. OBJECT

1.1 Acquisition of weapons to meet the needs of the Municipal Guard of Balneário Camboriú according to specifications and quantities established below:

WEAPONRY			
Batch	Item	Material	Amount
1	1	CALIBER 9mm SEMIAUTOMATIC PISTOL WITH ACCESSORIES	74
TOTAL			74

1.2 The goods subjected must be in accordance with the technical specifications of performance and safety requirements contained in Annex “A” of this document.

1.3 Technical warranty must be provided to the material to be purchased as well as to all aggregated items (accessories and spare parts), according to the table below:

ITEM	MINIMUM PERIOD
SEMIAUTOMATIC PISTOL	05 YEARS
CHARGERS	05 YEARS
TRANSPORT BRIEFCASE	01 YEAR
IDENTIFICATION CHIP	10 YEARS
SPARE PIECES	05 YEARS
GRIP	05 YEARS

a) The above period will be counted as of the date of definitive inbound by the administration and aim at the replacement or repair against manufacturing defects, which may occur immediately, or throughout this period, due to the use of it and the wear out and tear suffered, unless the damage was caused by recklessness or negligence by the user of the material. Situation in which the shifting burden of proof of "misuse" will fall on the contractor, including the costs for issuing technical reports and other expenses related to the verification and proof of misuse by the promisor;

b) Expenses related to movement of armaments and other components with manufacturing defect, within the country of origin, from Brazil to the country of origin, and from the country of origin to Brazil, including but not limited to shipping, taxes, insurance, handling, fees and taxes, as well as the ones related to the sending of the same defective parts for the execution of the warranty, during the period of 05 (five) years, are of sole responsibility of the contracted company;

c) The warranty required must be submitted by a declaration from the manufacturer clearly containing the requirements established and the conditions of its execution, done by the manufacturer in Portuguese or with translation;

d) Any weaponry accessory or immediate spare part subjected to warranty or technical assistance exceeding the period of 180 (one hundred and eighty) days, counted from its activation, for the solution of the problem must be replaced by a new one of equal quality and feature, free of charges to the PROMISOR within 90 (ninety) days;

1.4 Other specifications are set out in the technical description in Annex "A" of this document.

2. JUSTIFICATION

2.1 The Municipal Guard of Balneário Camboriú is made of uniformed and armed personnel, destined for preventive municipal protection, as provided by Law 3029 of 2009, Article 11. In order to accomplish its legal mission, such acquisition is necessary.

2.2 The object of this auction is a firearm of individual possession, and it is necessary that the Municipal Guard has enough quantity for everyone of its operational staff, that is 139 (one hundred and thirty-nine) Municipal Guards who are already working, and 35 (thirty-five) students who have integrated the staff in 2019, thus adding up to 174 (one hundred and seventy-four) Municipal Guards.

2.3 As for the quantity of the item mentioned, it must be noted that the Municipal Guard currently has insufficient quantity of the equipment mentioned, requiring the acquisition of at least the quantity requested in this auction process.

2.4 Specifications mentioned in the technical description found in “Annex A” of this document are drawn up according to a minimum safety and efficiency requirements.

3. CLASSIFICATION OF COMMON GOODS

3.1 The goods to be purchased are classified as common assets according to Brazilian Federal Law No. 10520 of 2002 and Brazilian Federal Decree No. 10024 of 2019.

4. SAMPLE AND REPORTS

4.1 Under the penalties of law and of this notice, the company ranked first in the competing stage must present full sample of the item, within a maximum period of 10 (ten) working days counting from the date of the public session. The sample must also be accompanied with all

technical specificity measurement and analysis by the auctioneer, and by technicians of the Department of Security.

4.2 The winning proposal must deliver the sample of the product as described in this Terms of Reference, and the reports and documents requested, to the Purchasing Department, located at 320 Dinamarca Street – Bairro Nações – Balneário Camboriú/SC from 12:00 p.m. to 5:00 p.m. of local time.

a) Samples will be sent to the Department of Security in order to verify the characteristics of the materials, as well as for the preparation of necessary tests and analyses, being disqualified the proponent who does not meet the technical requirements and specifications required the next classified proponent will be request to present the sample, and so on until the objective is met.

b) Together with the samples, technical reports proving technical specifications of each item must be presented, according to “Annex A” of this Terms of Reference.

5. SUPPLIES METHODS AND STRATEGIES

5.1 The subject of which this Terms of Reference is about must be delivered within 90 (ninety) days after receiving the notice of Supplying Authorization.

5.2 The goods must be delivered to the Headquarters of the Municipal Guard – Department of Security: 111 Parda Street in Balneário Camboriú/SC, from 1:00p.m. until 7:00 p.m. Shipping, loading and unloading is on behalf of the supplier at the indicated location.

5.3 Failing to accomplish item 5.1 of this term will result in the annulment of the payment, and it will also be applied the penalties envisaged in this notice and the requesting of the following supplier considering the order of classification in the event.

5.4 Prior to the delivery the supplier must provide samples of the items with the same specifications as the items that will be supplied. The administration may reject, in whole or in part, the supply due to any odds with the sample or conflict with the terms of the notice and its annexes.

6. ESTIMATED COST

6.1 The total estimated cost of this contract is R\$ 245,468.36 (two hundred and forty-five thousand four hundred and sixty-eight reais, and thirty-six cents).

6.2 The estimated cost was calculated from the price map contained in the administrative process.

7. DELIVERY AND ACCEPTANCE CRITERIA OF THE OBJECT

- 7.1 The officer ANTÔNIO AFONSO COUTINHO NETO, Municipal Guard Inspector, Commander of the Municipal Guard, registration number 22911, is elected as the “Receiving Inspector”. He is in charge of the receiving and acceptance of the object and its respective reports and other supporting documents of quality and warranty, as specified in this Terms of Reference.
- 7.2 The inspection of the item does not eliminate or reduce the supplier responsibility, including to third parties, for any irregularity, even if resulting from technical imperfections, redhibitory defects, or the use of inappropriate material or of lower quality and, in the event of this, does not imply the co-responsibility of the Administration or its agents and agents, in accordance to Brazilian Federal Law No. 8666 of 1993, Article 70.
- 7.3 The contract inspector will take notes, in his own record, all incidences related to the performance of the contract, indicating day, month, and year, as well as the names of the employees involved, determining whatever is necessary for the regularization of the absences or defects observed and forwarding the notes to the competent authority for appropriate measures to be taken.
- 7.4 The City might adopt the Brazilian Consumer Defense Code as to determine rules related to materials that may return or be replaced, as below:
- a) **In case of dissatisfaction regarding the quality of the product**, the City has a period of 07 (seven) working days from its delivery to return it;
 - b) **In case of consumer goods** with any manufacturing defect or inadequacy related to the ones required in this notice, within a period of 30 (thirty) days from its delivery, the City can return it for replacement during established period;
 - c) **In the case of other secondary and advisory materials**, guarantee against manufacturing defects respecting the Brazilian Consumer Defense Code which the City can also adopt accessorily in other situations of item "a" described above.
- 7.5 It will be rejected, in whole or in part, the delivery of any goods at disagreement with the required technical specifications.

8. CONTRACTOR'S OBLIGATIONS

- 8.1 The contractor is bound to:

8.1.1 Deliver of assets in perfect condition, within time and place provided by the Administration, in strict compliance with the specifications of the notice and the proposal, along with the respective invoice containing in detail the indications of the trademark, manufacturer, model, type, origin and warranty term;

8.1.2 Send goods accompanied by the user's manual, in Portuguese, or translated to Portuguese;

8.1.3 Meet promptly any requirements about the object or any matter related to this auction process made by the Administration;

8.1.4 Notify the Administration with proper proof, within a maximum period of 24 (twenty-four) hours prior to the date of delivery the reasons why it is impossible to meet the deadline;

8.1.5 Maintain throughout the execution of the object in compatibility with the obligations assumed, all the conditions of qualification required in the auction;

8.1.6 Not transfer to third parties, in any way, not even partially, the obligations assumed, without the consent of the City.

8.1.7 Neither allow labor of the people under sixteen years-old, except as an apprentice for those fourteen years-old or older; nor allow labor of people under eighteen years-old during night shifts and dangerous or unhealthy environment in case of Brazilian Companies. Likewise, do not violate any labor law from your country of origin in case of international companies;

8.1.8 Take responsibility for expenses of taxes, labor charges, social security, tax, commercial, fees, freight, insurance, personnel displacement, warranty and any other expense related or that might be related to the execution of the object.

9. PROMISOR'S OBLIGATIONS

9.1 The promisor is bond to:

9.1.1 Receive provisionally material, samples and reports making place, date and time available;

9.1.2 Verify carefully within the given period the accordance of goods provisionally received with the specifications contained in the notice and proposal, for the purpose of definitive acceptance and conclusive delivery;

9.1.3 Monitor and supervise compliance with the Contractor's obligations, through a specifically designated server;

9.1.4 Make payment on due date.

TERMS OF REFERENCE – ANNEX A

1. OBJECTIVE

- 1.1. Establish technical characteristics for the equipment to be purchased, which is a 9mm caliber Semiautomatic Pistol for operational use of the Municipal Guard personnel of Balneário

Camboriú, aiming to provide the Municipal Guard personnel with modern, efficient, safe and appropriate armory for its activities.

2.GENERAL FEATURES

- 2.1. Gun-type firearm, to carry, semi-automatic, 9mm gauge, line (without customization), with picatinny standard rail (MIL-STD 1913 and STANAG 4694) for coupling of accessories, being the integrated rail and carved into the frame in accordance with the tests applied in the reference standards;
 - 2.1.1. All visible parts of the weapon must be the color black;
 - 2.1.2. Customization means the solution presented by the manufacturer in order to meet these specifications punctually and not included in this concept, the solution already available in the manufacturer's line, even in other types and gauges.
- 2.2. **Double-acting** function system (single action – double action) SA/DA with decocking safety, or **striker-fire**, with apparent external locking system for both.
 - 2.2.1. Single action: operation mode that uses the trigger only to fire the pistol (item 3.16 - NIJ Standard - 0112.03);
 - 2.2.2. Double action: operation mode that allows a single trigger grip to arm and fire the pistol (item 3.3 NIJ Standard - 0112.03);
 - 2.2.3. Striker fire: pistol that uses an internal mechanism for the precursor to detonate skewer. In operation, the pistol is usually in a partially armed condition. Pulled the trigger completes the drive and then releases the precursor mechanism to fire the pistol. (item 3.17 - NIJ Standard - 0112.03);
- 2.3. The weapons must be capable to work with national and imported ammunition within the specified caliber, which meet at least SAAMI Z 299.3-2015 standards (dimensions, pressure and speed for central fire guns) and C.I.P.
 - 2.3.1 All tests to be performed to the samples must use ammunition in the standards to be indicated by the Municipal Guard, with SAAMI standards as reference;
- 2.4. The weapons must have a first-rate finish, without signs of corrosion, imperfections, burrs and/or materials leftovers, which experience a lack of quality in the manufacturing process in order to avoid injury to users, malfunctions and procedure;
- 2.5. The maintenance of first level (assembly and disassembly), including chargers, should be easy to perform by the user, without the use of tools, except the use of pin-punch, also without the possibility of misassembling the parts, thus, in the case of this possibility affecting function and safety, the weapon will be disapproved;

- 2.6. All accessories and replacement parts, whether incorporated or not, must be properly sized to the weapon, having the same characteristics, quality, and specifications as required in this term to meet their intended purpose.

3. SPECIFIC CHARACTERISTICS

3.1. SAFETY

- 3.1.1. In the double action system (SA/DA) it must have external safety selectors with disarm key from SA to DA or hammer, known as decoking safety, with trimmed or textured finish, ambidextrous, with ergonomic and functional positioning suitable for the drive system, that prevents the firing (of the shooting record and safety type), without losing the weapon grip;
- 3.1.2. The Striker Fire system must have an external safety mechanism to prevent accidental or involuntary firing and for allowing the user to use the equipment without losing the grip;
- 3.1.3. It must have an internal trigger locking system that prevents the trigger from being triggered by inertial action or involuntary actuation unless the trigger key is correctly actuated;
- 3.1.4. It must have an internal hammer locking system (hammer lock), preventing the hammer from reaching the fuse, unless the trigger key is properly actuated, and no fuse marking is allowed when the slide is simply handled decoking safety, rough handling or falling of the weapon;
- 3.1.5. It must be collision resistant and must not subject the armament to disarming or involuntary actuation or inertia of the action and safety systems if it occurs.
- 3.1.6. It must have a clear and easy-to-view ammunition indication system in the chamber (gun loaded indicator);
- 3.1.7. All the above characteristics regarding safety features and internal locks must be proven to be in accordance with all tests on samples.

3.2. EXTERNAL AND INTERNAL FINISH

- 3.2.1. All external and internal weapon keys, parts and mechanisms must be capable of resist the tests of the proposed standards without any derogatory additives in their constitution or construction, having internal and external treatment with high weatherability (including extreme weather); roughness of handling and transportation; adverse conditions; rusts, abrasions and shocks; anti-reflective; chemical/mineral resistant; UV testing protocols (in the case of polymer); and compatible with chemicals, solvents, liquids and lubricants.

3.3. THE BARREL, CHAMBER AND LOCKING

- 3.3.1. BARREL: fitted with grooves (straightening), right-hand or levogyre, with polygonal core in the longitudinal axis (rounded corners), or with traditional L&G grooves (sharp corner), measuring from the intersection limit of the barrel itself with the chamber until its opposite end (at the muzzle);
- 3.3.2. HEADSPACE: According to the definition of the systematic and measurement indicators, it follows the subitem 5.2.1. from the referenced NIJ Standard, being measured from the

intersection limit of the chamber itself with the barrel to its opposite end where the locking occurs;

3.3.3. The dimensional parameters related to the barrel, barrel hole, diameters and areas related to the culmination (radius) are established by subitem 5.4 and subsequent of the NIJ Standard (in line with the specifications of SAAMI standard) and of that described in APPENDIX A – REFERENCE DIMENSIONS of the same standard NIJ, where specifically for caliber 9mm, is extracted as parameter determined to follow the constant in TABLE A - Bore Dimensions* (dimensions in millimeters (inches) / dimensions in millimeters) and TABLE B – Headspace Dimensions* (dimensions in millimeters (inches) / dimensions in millimeters);

3.3.4 LOCKING: it is the manufacturer's choice whereas it must meet the Safety and Operating Reference Standards. It will be considered a fail and prohibited to continue in the process in case of trigger without locking.

3.4. LENGTH OF THE BARREL

3.4.1. The barrel must have a length of at least 4 (four) inches, i.e. 101.6 (one hundred and one point six) millimeters and at most 5 (five) inches, i.e. 127 (one hundred and twenty-seven) millimeters;

3.5 REGARDING BARREL LIFE

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

3.6. LENGTH

3.6.1. It must be full size, at least 180 mm (one hundred and eighty) millimeters and not more than 206 mm (two hundred and six) millimeters.

3.7. HEIGHT

3.7.1. It must be at least 120 (one hundred and twenty) millimeters and at most 150 (one hundred and fifty) millimeters.

3.8. WEIGHT

3.8.1. With empty magazine, minimum of 700 (seven hundred) grams and maximum of 800 (eight hundred) grams;

3.8.2. The samples which will be sent must be within the weight parameters established in the previous item.

3.9. ERGONOMY

3.9.1. It must allow the same weapon to be used by agents of different hand anatomies, and should therefore have adjustment solution to enable adaptation to the user's grip type (backstrap or other solution), in different sizes (small, medium and large), or any other means, except for the use of “hogue” sleeves and / or wrist variations implemented by impromptu or exclusive customizations (such as adding plates).

3.10. SWIVEL

- 3.10.1. Existence of a hole or strap for attaching a weapon retention clip, known as the “zarelho” (in Portuguese), the design must be anatomical and making the insertion/removal of the magazine without difficulty of coupling.

4. OPERATION

4.1. SLIDE STOP

- 4.1.1. Must be ambidextrous or reversible, knurled or textured, allowing the operator to unlock the slide with the hand that wields the weapon, triggered with only one action of the user with ergonomic and functional positioning without damage or loss of grip or aiming device. of the gun.

4.2. MAGAZINE RELEASE

- 4.2.1. It must be ambidextrous or reversible, knurled or textured, positioned in a way neither to disturb the handle, located in the frame, in the junction area of the trigger guard and the handle (fist), nor favor its accidental or involuntary activation due to the use of the handle gun by the operator, or when transporting in holster, allowing its removal (fully supplied or with any amount of cartridges or even empty), freely when the weapon is in hand;
- 4.2.2. It must be activated by pressing it in the lateral direction of movement by the police officer's thumb or finger, not allowing a hold that is activated by a downward movement;
- 4.2.3. It must be designed to allow positive release of the magazine with a minimum of 4 lbs. Pressure and maximum of 8 lbs. Pressure retention, to release when fully compressed by the police officer, to reduce the likelihood of inadvertent release of the magazine during transport, handling and/or firing;
- 4.2.4. Upon its activation as described in the previous sub-items the magazine must fall immediately without external forces and freely only by the action of gravity, being empty or provided.

4.3. SHOOTING CAPACITY

- 4.3.1. It shall be capable of operation and firing without compromising safety, firing accuracy and firearm operation after 100% (one hundred percent) interchangeability of parts at any disassembly level, under the conditions of the respective test protocols provided in reference of standards;

4.4. FRAME/RECEIVER

- 4.4.1. If made of high strength polymer, it must be able to resist the proposed standard tests without any depreciative additives in its constitution or construction, having internal and external treatment, with high capacity to resist the weather (including extreme weather); roughness of handling and transportation; adverse conditions; rusts, abrasions and shocks;

anti-reflective; chemical/mineral resistant; UV testing protocols; and compatible with chemical agents, solvents, liquids and lubricants, specifically with a trigger guard of dimensions capable of operating the weapon by a gloved user without compromising the efficiency and effectiveness of the shot;

- 4.4.2. If made of metal, it must be able to resist the proposed standard tests without any depreciative additives in its constitution or construction, having internal and external treatment with high weatherability (including extreme weather); roughness of handling and transportation; adverse conditions; oxidation, abrasions and shock; anti-reflective; chemical/mineral resistant; and compatible with chemical agents, solvents, liquids and lubricants, specifically, with trigger guard of dimensions capable of allowing the weapon to be worn by a gloved user, without compromising the efficiency and effectiveness of the shot;
- 4.4.3. In case of both types of frames, they must:
 - 4.4.3.1. Possess ambidextrous non-slip surface in the manual contact area of the wrist;
 - 4.4.3.2. Enable implementing solution that meets the requirement of sub-item 3.9 of technical specifications in this Terms of References allowing the grip to be adapted to different hand sizes;
 - 4.4.3.3. Have a picatinny standard accessory coupling rail (MIL-STD 1913 and STANAG 4694), the rail being integrated and chiseled as required in item 2.1 of this document;
 - 4.4.3.3.1. The accessory coupling rail, notably laser pointers or tactical lanterns must be subjected to the accessory compatibility test in use by the Municipal Guard during the metrology tests.

4.5. SLIDE

- 4.5.1. It must be all of steel, capable of resist the proposed standard tests in this Terms of Reference without any derogatory additives in its constitution or construction, with high resistance (including extreme weather); roughness of handling and transportation; any adverse conditions; oxidation, abrasion and shock; anti-reflective; chemical/mineral resistant; and compatible with chemical agents, solvents, liquids and lubricants specifically;
- 4.5.2. It must be, at the rear, on the sides (right and left), provided with grooves, knurls or grooves, in order to allow the user easy cycling when operating in the area of manual contact;
- 4.5.3. It is permitted at the front, on the sides (right and left) to be fitted with knurled grooves or grooves in order to allow the user easy cycling when operating in the manual contact area;
- 4.5.4. It must completely cover the barrel (except for the chamber portion), allowing no more than 0.25'' of the barrel mouth (crown) to exceed the slide design without the use of a noise suppressor with its coupling system.

4.6. FRONT SIGHT/REAR SIGHT

- 4.6.1. Three-point type, consisting of tritium inserts, self-luminous material for viewing in low light or other superior technology available, with the possibility of adjustment by gunsmith;
- 4.6.2. The aim must include a tritium light source surrounded by a protection case to fix the tritium.

- 4.6.3. The illumination color of the three-points must be green, and the protection case must be white.
- 4.6.4. To support convenient and rapid aim, the three circular points on the front/rear sights must have at least the following standard diameters:
 - 4.6.4.1. Target mass – minimum 2.50 mm \pm 0.05 mm;
 - 4.6.4.2. Aiming strap – minimum 2.40 mm \pm 0.05 mm.
- 4.6.5. The diameter considered is only the one of the tritium lamp and the protection case; painted rings or painted decals are not considered acceptable within the allowable diameter measurement as they only increase the working point diameter during the day, but not during night operations.
- 4.6.6. The inner surface of the metal sight light cavities (front/rear sights) must be painted white prior to insertion of the tritium lamp to eliminate light loss and ensure the maximum brightness of illumination possible.
- 4.6.7. The full diameter of the aiming point (tritium lamp and protection case) must be covered with a sapphire protective window.
- 4.6.8. Tritium crosshairs must be designed and produced in such a way that the tritium light source provides at least 10 years of usable lighting.

4.7. TRIGGER

- 4.7.1. **IN SA/DA SYSTEM (DOUBLE ACTION):** trigger weight must be from 3 (three) lbf to 8 (eight) lbf in SA system; from five (5) lbf to eighteen (18) lbf in the DA system as described in NIJ Standard – 0112.03;
- 4.7.2. **FOR STRIKER FIRE SYSTEM:** must correspond from 5 (five) lbf to 15 (fifteen) lbf, as described in NIJ Standard – 0112.03;
- 4.7.3. For both referenced systems:
 - 4.7.3.1. Being unlocked, it must be consistent in its course and weight, allowing the user with the hand which wields the weapon voluntarily with only one action of its triggering to perform the cycle for firing and recovery to engage the arming percussion mechanism again.
 - 4.7.3.2. Clearances and/or lateral offsets are sealed during actuation for firing and retrieval to engage the percussion mechanism again, as it results in errors and lack of accuracy;
 - 4.7.3.3. It must be properly adapted to its format according to the manufacturer's choice if it meets the safety and operating reference standards with ergonomic positioning and functioning, without damage to using or loss of grip;

4.8. MAGAZINE

- 4.8.1. Magazine with a capacity of at least 15 (fifteen) cartridges without any type of locker extension, safe type, bifilar, with steel body, without easy release parts (especially when thrown to the ground while empty or loaded), with window and display of the amount of ammunition, at least the positions of full and intermediate magazine, having a design that does not compromise the use and ergonomics when coupled to the weapon;

- 4.8.2. Conveyor table preferably with alert coloring uncovered from the remainder of the weapon;
- 4.8.3. External and internal finishing must comply with the characteristics described in sub-items 2.4 and 3.2 of this Terms of Reference.
 - 4.8.3.1. For hybrid magazines (steel body, polymer coated) proof of delamination resistance must be presented by means of a technical report issued by an accredited laboratory;
- 4.8.4. Magazine base of the same material and body finish or other high strength, which meets the requirements of sub-items 2.4 and 3.2 of this Terms of Reference, with proven compliance to the ones described in all samples and tests, in drawing accompanying the rear magazine face securely attached to the body of the magazine and being removable.

5. IDENTIFICATION

- 5.1. Institutional and security identifications must be in accordance with article 11 of Ordinance No. 7 D Log of April 28, 2006, containing:
 - 5.1.1. External numbering with barrel coining at chamber height;
 - 5.1.2. Gun numbering on the slide (on the side of the ejection window for easy viewing);
 - 5.1.3. Numbering of the weapon (frame) or grip (grip) if devoid of location on the frame;
 - 5.1.4. Laser coined manufacturing logo;
 - 5.1.5. All mandatory numbering stipulated by the Municipal Guard must be made and positioned in such a way that it is resistant to damage from falling, collision to bulkheads, abrasion of other hard surfaces, weathering, such marking must be visible during the life of the weapon, taking into account the vicissitudes of the Municipal Guard service;
 - 5.1.6. The Balneário Camboriú Municipal Guard, the State of Santa Catarina and the City of Balneário Camboriú coat of arms engraved in the slide. Regarding to location and form of engraving the manufacturer may suggest a different location from the one stipulated in the notice;
 - 5.1.7. Acronym GMBC, engraved in the slide, in location and format to be established later by the Municipal Guard;
- 5.2. The arsenal must have confidential identification elements for checking, control and traceability purposes as the following:
 - 5.2.1. **Alphanumeric encrypted codes**, printed at locations other than the weapon, to be determined by the Municipal Guard prior to final receipt;
 - 5.2.1.1. The list containing the codes will be provided by the Administration, properly linked to the respective weapon numbers prior to the manufacture of the weapons;
 - 5.2.2. **Passive electronic radio frequency identification device**, such as a Radio-Frequency Identification Chip (RFID), which allows the reading of codes to identify weapon numbering by means of a scanner, in the event of marking (confidential and security) be erased by any way.
 - 5.2.2.1. Specific RFID location information and/or details will be dealt with the Department of Security under confidentiality between the manufacturer and the City of Balneário Camboriú;

5.3. In order to enable the reading of the confidential information described in sub-item 5.2.2, a scanner device compatible with the reading of the RFID chip must be provided by the manufacturer for a period of 10 (ten) years, which will be provided only for this means.

6. SPARE PIECES AND ACCESSORIES

6.1. ACCESSORIES

6.1.1. Weapons must be delivered in a container with high strength polymer case that allows locking which has hinges system with external identification of the weapon number. It must be manufactured in protective material that prevents friction and eventual deformities to prevent protect the assembly and ensure its integrity, and it must contain the items listed below;

6.1.1.1. 01 (one) basic cleaning material (cleaning stick)

6.1.1.2. 01 (one) manual in Portuguese, with information about conservation, maintenance, cleaning, and care regarding the operation of the material;

6.1.1.2.1. The manual must contain an indicative maintenance table for the parts that assemble the weapon, alluding to the revision/replacement period of each piece versus the amount of shots that the weapon will be submitted to;

6.1.1.3. 01 (one) handle kit to handle adjustment as described in sub-item 3.9 of this Terms of Reference, if applicable;

6.1.1.4. 03 (three) magazines;

6.2. IMMEDIATE REPLACEMENT ASSEMBLY

6.2.1. In order to minimize downtime due to maintenance for possible damage the following parts must be delivered in the percentage of 10% (ten percent) of the following purchased weapons, for immediate replacement:

6.2.1.1. Set parts of firing pin;

6.2.1.2. Firing pin lock and spring;

6.2.1.3. All external keys (button) (magazine release, slide stop, trigger lock among others possible);

6.2.1.4. Retrieving spring assembly;

6.2.1.5. Front and rear sight (aim)

6.2.1.6. Set parts of the magazine (butt plate, tube, spring, follower and catch).

7. DETAILED DESCRIPTION

Item Description		Detailed description				Amount
LOT 1	9mm caliber semi-automatic pistol with accessories and spare sets	1	9 mm semi-automatic pistol			74
		2	Operational accessories integrated with each unit			74
			1	Polymer carrying case	01 (one) Cleaning Kit	74
					01 (one) Weapon Manual	
					01 (one) Backstrap Kit (Small, Medium and Large)	
					03 (three) magazines	
		3	Immediate Replacement Set of Total Purchased			Approximately 10% of the total amount of equipment purchased.
			1	Set parts of the magazine		
			2	Set parts of the firing pin		
			3	Firing pin lock and spring		
			4	External parts set		
			5	Spring		
			6	Front and rear sight (aim)		

8. PROVISIONAL RECEIVEMENT

8.1. The temporary receiving, after delivering of each lot, will be made at the Municipal Guard headquarters for comparative and technical inspection of the samples and the technical specifications of this notice;

8.1.1. For the carry out of the temporary receiving, a visual inspection of all objects (pistol, accessories and immediate replacement sets) will be performed.

9. DEFINITIVE RECEIVEMENT

9.1. The final receiving will also take place at the Municipal Guard headquarters within 30 (thirty) working days as of the date of temporary receiving, provided that the following conditions are met:

9.1.1. Inspection of the operation and operation of weapons produced from the same delivery lot, by testing five (5) units randomly chosen by the Municipal Guard under the conditions established in the Terms of Refence, free of costs to the Administration. Tests will be performed by the winner manufacturer's technicians;

9.1.2. If any irregularities or nonconformities are found during the inspections described in the sub-items above the arms will not be accepted by the Municipal Guard, and the

manufacturer must arrange for the complete replacement of them within 30 (thirty) days, without prejudice the applicable penalty described in the notice;

- 9.1.3. The delivery batch will not be accepted if it shows changes that differ from the Terms of Reference. As of improvements or replacements by the manufacturer without prior consent of the Municipal Guard, differing the product of unrestricted compliance with this Terms of Reference, and any divergences may be solved within 30 (thirty) days, without prejudice the applicable penalty described in the notice;
- 9.1.4. The quantity of weapons subjected to the functional and operational inspection tests, described in sub-item 9.1.1 20% (twenty percent) must be replaced by new weapons at no cost to the administration because of the shooting test, specified in the Terms of Reference;
- 9.1.5. Technical delivery of the weapon by technicians chosen by the weapon manufacturer at the Municipal Guard headquarters to demonstrate assembly management and disassembly of the armament that will be accompanied by gunsmiths of the Municipal Guard and other Municipal Guards designated by the Institution Command;
- 9.1.6. Issuance of the report certifying the weapon's compliance with the Technical Specifications, non-presentation of any disapproval elements in the during the visual, laboratory and metrological inspections performed;

10. SAMPLE TESTS

10.1. CONDITIONS

- 10.1.1. To perform tests, it will be accepted samples that meet all the characteristics described in the specifications as shown below;

DESCRIPTION	QUANTITY REQUIRED
9mm CALIBER SEMI-AUTOMATIC PISTOL WITH 4 (FOUR) MAGAZINES EACH	5

- 10.1.2. Along with the samples, all documentation required in subclause 13.3 of the Terms of Reference must be provided.
- 10.1.3. Samples will be rejected for unsuitability in the tests, even if they fulfil all the characteristics described, in case of occurrence of events that configure accidents, incidents or impeditive failures; in case of non-preventive failures it will be tolerated up to 2 incidences per thousand; Samples that shows any excessive wearing out, structural damage, swelling or deformation that may alter or unable the operation will also be rejected, and the pistol classified as inappropriate for the Municipal Guard use;
- 10.1.4. The tests specified in all sub-items of item 10 of this reference term will be carried out with ammunition of the type to be indicated by the Balneário Camboriú Municipal Guard, which is preferably of the standard operational use;
- 10.1.4.1. The ammunition necessary for the samples testing as established in this Terms of Reference must be provided by the manufacturer of the samples along with them,

who will be solely responsible for the quality and operation of the ammunition. in order to prevent any failure caused by the ammunition used;

10.1.5. Gunsmiths and/or shooters who will be part of the specific Technical Commission to conduct the specified tests will be appointed by the Municipal Guard Commander, and may receive prior instruction from the gunsmith of the manufacturer who delivered the samples, as well as the presence of engineers, technicians and representatives of other manufacturers participating in the event, with the authorization and control of the staff, only if there is no compromise or risk exposure;

10.1.6. The tests will be conducted exclusively by the Municipal Guard's technical staff.

10.2. METROLOGY TEST

10.2.1. Its purpose is to verify if the samples presented are in accordance with the notice;

10.2.2. The tests and evaluation are described in Annex C of this Terms of Reference;

10.3. EXCHANGE TEST

10.3.1. Its purpose is to verify the consistency of part measurements and the possibility of using parts between different guns to perform maintenance without the need to make individual part-by-part adjustments, and to analyze the ability of the gun rail to attach to operational equipment;

10.3.2. The tests and evaluation are in Annex C of this reference term;

10.4. ACCURACY TEST

10.4.1. It aims to determine the precision of gun performance through the right results using a standard Ranson Rest type holder.

10.4.2. The tests and evaluation are in Annex C of this Terms of Reference;

10.5. SHOOTING TEST

10.5.1. Aims to verify overall functional safety and life cycle of gun parts, as well as overall gun behavior during shots with standard operating ammunition;

10.5.2. The tests and evaluation are in Annex C of this reference term;

10.6. STRENGTH TO PRESS THE TRIGGER

10.6.1. Its purpose is to measure the trigger drive resistance. Test equipment will be used to measure the force [N] on the path s [mm], recording it in form of a curve and calculating the result of the work;

10.6.2. Hammer system guns:

10.6.2.1. In SA between 3 (three) lbf and 8 (eight) lbf;

10.6.2.2. In AD between 5 (five) lbf and 18 (eighteen) lbf;

10.6.3. Striker fire guns between 5 (five) and 15 (fifteen) lbf;

10.6.4. The tests and evaluation are in Annex C of this Terms of Reference;

10.7. DROPPING TEST

10.7.1. It aims to prove the safety systems in case it falls, and the quality of the material used in the manufacturing of the equipment.

10.7.2. The tests and evaluation are in Annex C of this Terms of Reference;

11. WARRANTY

11.1. Technical warranty must be provided in accordance with item 1.3 of the Terms of Reference.

12. TECHNICAL ASSISTANCE

12.1. The company will be obliged to indicate the arms technical assistance provider, in the national territory, unequivocally, as well as to guarantee the removal and delivery of the material at the Municipal Guard headquarters within a maximum of 60 (sixty) days as of the date in which the service is requested by the Municipal Guard free of charge to the Administration, during the warranty period as described in ANNEX II - TERMS OF REFERENCE;

12.2. It must provide the Name, CNPJ, address, technical responsible(s), with their telephone numbers and e-mail, in order to allow immediate activation;

12.3. The company must maintain the supply and replacement of all parts that assemble the arsenal, enabling its full operation, for an uninterrupted period of 10 (ten) years, from the definitive receiving by the Administration;

12.4. It must be available, printed and/or digitalized, the specialized technical documentation in Portuguese, covering all technical, functional and operational aspects necessary for the complete and correct operation and maintenance of the arsenal;

12.5. Any finding of the need for technical correction of parts or mechanisms of the armament by the company, which requires adjustment or replacement, referred to as "recall", the company itself must issue a notification indicating the necessary actions for immediate solution of the problem;

13. DOCUMENTAL REQUIREMENTS

13.1. In order to verify the international standards of technical quality applied in the manufacturing process of the weapon which will be supplied, the following documents are be required as a condition for approval:

13.1.1. Report(s) issued by a testing board or by an internationally accredited independent laboratory(ies) certifying that the weapons of the same type and caliber meet the requirements NATO Standards AC/225 (LG/3-SG/1) D/14 + DISTR LG/3, as prescribed in the notice and its annexes;

13.1.2. Report(s) issued by a testing board or by an internationally accredited independent laboratory(ies) certifying that the weapons of the same type and caliber meet the requirements regarding the barrel life, as prescribed in the notice and its annexes;

13.2. To verify the international quality standards, applied in the manufacturing process of the weapons which will be supplied, it is be required, in the temporary receiving phase of the

- object, in accordance with the announcement and its annexes, the presentation of a Quality Control certification of the line and the production processes from the supplier's company, issued by a reputable and independent body, certifying that the company has a Quality System Implemented in accordance with the ISO Series standards or corresponding to such a standard internationally;
- 13.3. To verify the regularity of the weapons' commercialization and operation that will be supplied, the following documents will be required at the stage of presentation of the samples, in accordance with the notice and its annexes:
- 13.3.1. For Brazilian company, proof of manufacturing and selling authorization through the Experimental Technical Report (RETEX) issued by the Brazilian Army;
- 13.3.2. For foreign company, proof of authorization to manufacture, selling, like the above-mentioned Experimental Technical Report (RETEX), by means of a document issued by a test bank or an Official Agency from the country of origin;
- 13.3.3. In both cases (Brazilian or foreign company), the proof of authorization of manufacture and selling must be presented and issued at least 12 (twelve) months before the opening date of the event, of the same brand and type, and it may be of a different caliber;
- 13.4. To verify the durability of hybrid magazines (polymer coated steel body), a technical report issued by an accredited laboratory will be required at the stage of presentation of the samples, proving their resistance against delamination;

14. GENERAL PROVISION

- 14.1. Any question or omissions about the technical part will be clarified by the Commission appointed for that purpose, based on the rules described in the main section of this Terms of Reference.

TERMS OF REFERENCE – ANEXO B **STATEMENT OF TECHNICAL SPECIFICATIONS (Sample Presentation Stage)**

TECHNICAL SPECIFICATIONS (TERMS OF REFERENCE – ANNEX “A”)	TECHNICAL SPECIFICATIONS OF THE SUPPLIED OBJECT
<p>MANUFACTURER: (Fill this information in the space provided on the right)</p>	<p>ANSWER:</p>
<p>BRAND/TYPE: (Fill this information in the space provided on the right)</p>	<p>ANSWER:</p>
<p>GENERAL CHARACTERISTICS - CLASSIFICATION: pistol-type firearm; to carry; semi-automatic; without customization (customization is the solution presented by the manufacturer in order to meet these specifications, and not being included in this concept, the solution already available in the manufacturer's line, even in other guns type and calibers).</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>CALIBER: 9mm Caliber.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>COLOR: All visible parts of the weapon must be black.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>PICATINNY STANDARD RAIL: Standard rail (MIL-STD 1913 and STANAG 4694) for attaching accessories, mounts or weaver mounts into the frame in accordance with the tests applicable to the reference standards.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>

<p style="text-align: center;">DOUBLE ACTION SYSTEM</p> <p>Operating system by simple action (SA) and double action (DA) with apparent external locking system and action of the decoking safety for SA/DA. (In case of <i>Striker fire system</i> - check “other” option and reference).</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p style="text-align: center;">STRIKER FIRE SYSTEM</p> <p>Striker fire system with apparent external lock system. (In case SA / DA system check “other” option and reference).</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p style="text-align: center;">AMMUNITIONS USE:</p> <p>The weapons must be capable of using national and imported ammunitions, within the specified caliber, and they must be of at least SAAMI Z 299.3-1993 standard (Dimensions, Pressure and Speed for center fire guns) and CIP standards. You Declare knowledge that the weapons offered can carry out all tests on samples to be held during this event, using ammunition that was specified by the Municipal Guard, preferably for operational use, which has as reference to the SAAMI standard.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p style="text-align: center;">FIRST-RATE FINISHING</p> <p>Must use first-rate finish with no signs of corrosion, imperfections, rebar and/or material leftover, which show lack of quality in the industrial process, in order to avoid injury to the users, and procedure or performance malfunctions.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p style="text-align: center;">USER-LEVEL MAINTENANCE</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p>

<p>(Preventive Maintenance)</p> <p>At the user-level maintenance/preventive maintenance (assembly and disassembly), including magazines, must be user-friendly for the user without the use of tools, except for the use of pin punch, but also without the possibility of mistaken assembly of parts. Thus, if it occurs and in the possibility of it affecting function and safety, the gun will fail the test.</p>	<p>OTHER:</p>
<p>ACCESSORIES AND SPARE PARTS:</p> <p>All accessories and spare parts, incorporated or not, must be properly sized to the weapon having the same characteristics, quality and specifications required in this notice to meet the intended purpose.</p>	<p>It fulfils the requirements:</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>EXTERNAL SAFETY MECHANISM (FOR SA/SA SYSTEM):</p> <p>It must have external safety selector and a SA-to-DA disarming key or hammer (<i>decoking safety</i>); with knurled or textured finish; ambidextrous; with functional and ergonomic positioning, suitable for the trigger system, which prevents firing (shooting and security record type) without losing the weapons' grip.</p>	<p>It fulfils the requirements:</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>EXTERNAL SAFETY MECHANISM FOR STRIKER FIRE SYSTEM:</p> <p>It shall have an external safety mechanism to prevent accidental or unintentional shooting allowing the user to use it without losing the pistol grip.</p>	<p>It fulfils the requirements:</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>INTERNAL LOCKING SYSTEM FOR THE TRIGGER:</p> <p>It must have an internal locking system for the trigger (trigger lock) that prevents the trigger from being triggered by involuntary or inertial action, except if the trigger key is correctly triggered.</p>	<p>It fulfils the requirements:</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER</p> <p>OTHER:</p>

<p>INTERNAL FIRING PIN BLOCK SYSTEM: It must have an internal FIRING PIN locking system (firing pin block), preventing firing pin to hit the PRIMER, unless when <u>trigger key</u> is properly triggered, not being allowed any marking in PRIMER during the simple slide handling, decoking safety, abrupted handling or weapon's fall.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>WITHSTAND FALL OR SHOCK: It must resist fall or shock and must not lead the weapon to disarming or involuntary actuation of the action and security systems, by inertia or shock if they occur.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>AMMUNITION INDICATION SYSTEM: It can have an easy-to-view chamber ammunition indication system (loaded weapon indicator).</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>PROOF OF SAFETY DEVICES: All features described above, concerning safety devices and internal locks must be proved in accordance with what have been described in the Terms of Reference.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>EXTERNAL AND INTERNAL FINISHING: All external and internal weapon key parts and mechanisms must be capable of withstand the tests of the standards proposed in the terms of Reference without any depreciating additives in their constitution or construction, having internal and external treatment, with high capacity to resist</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>

<p>weather (including extreme weather); roughness of handling and transportation; adverse conditions; oxidation, abrasions and shocks; anti-reflective; chemical/mineral resistant; UV testing protocols (in the case of polymer); and compatible with chemical agents, solvents, liquids and lubricants specifically.</p>	
<p>BARREL: Fitted with grooves (spiral pattern), dextrorotation or levorotation, with polygonal core in the longitudinal axis (rounded corners), or with traditional L&G grooves (sharp corner), measuring from the intersection limit of the barrel itself with the chamber until its opposite end (at the muzzle);</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>HEADSPACE: According to the definition of the systematic and measurement indicators, weapons are according to subitem 5.2.1. from the referenced NIJ Standard, being measured from the intersection limit of the chamber itself with the barrel to its opposite end where the locking occurs;</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>DIMENSIONAL PARAMETERS (BARREL, HEADSPACE, ETC.): The dimensional parameters related to the barrel, muzzle, headspace, diameters and areas related to the culmination (radius) are established by subitem 5.4 and subsequent of the NIJ Standard (in line with the specifications of SAAMI standard) and that contained in APPENDIX A - REFERENCES DIMENSIONS of the same standard NIJ, where specifically for caliber 9mm, is extracted as parameter determined to follow the constant in TABLE A - Bore Dimensions *) dimensions in millimeters (inches) / (dimensions in millimeters) and TABLE B - Headspace Dimensions * (dimensions in millimeters (inches) / (dimensions in millimeters);</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>LOCKING: At the choice of the manufacturer, provided that they meet the Safety and Operating Reference Standards. It will be considered impeditive failure the</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>

occurrence of shoots without proper locking.	
<p>LENGTH OF THE BARREL:</p> <p>The barrel must have a length of at least 4 (four) inches, that is 101.6mm (one hundred and one point six millimeters) and at most 5 (five) inches, or 127mm (one hundred and twenty-seven millimeters);</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>BARREL LIFE EXPECTANCY:</p> <p>Minimum of 20,000 (twenty thousand) shots</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>TOTAL LENGHT:</p> <p>It must be full sized, not less than 180 mm (one hundred and eighty millimeters) and not more than 206 mm (two hundred and six millimeters).</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>TOTAL HEIGHT:</p> <p>It must be at least 120 mm (one hundred and twenty millimeters) and at most 150 mm (one hundred and fifty millimeters).</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>TOTAL WEIGHT:</p> <p>With empty magazine a minimum of 700g (seven hundred grams) and maximum of 800g (eight hundred grams).</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>ERGONOMY:</p> <p>It must allow the same weapon to be used by agents of different hand anatomies, therefore, it must have adjustment solution to enable adaptation to the user's grip type (backstrap or other solution), in different</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>

<p>sizes (small, medium and large), or any other means, except for the use of “hogue” gloves and/or grip variations implemented by improvised customizations or exclusive customizations (such as adding plates).</p>	
<p>ZARELHO (SLING SWIVEL): There must be a hole or strap for attaching a weapon retention clip, known as the “zarelho” in Portuguese, its existence cannot compromise the anatomical design or making it difficult to insert/remove the magazine, neither make it difficult to engage the carabiner with the magazine inserted into the gun handle.</p>	<p>It fulfils the requirements: ✕YES ✕NO ✕OTHER OTHER:</p>
<p>SLIDE STOP: It must be ambidextrous or reversible, knurled or textured, allowing the operator to unlock the slide with the hand that has the weapon, triggered with only one action of the user with ergonomic and functional positioning without damage or loss of grip or weapon aiming device.</p>	<p>It fulfils the requirements: ✕YES ✕NO ✕OTHER OTHER:</p>
<p>MAGAZINE RELEASE: It must be ambidextrous or reversible, knurled or textured, positioned so as not to disturb the grip located in the frame, in the junction area of the trigger guard and grip, neither favor its accidental or involuntary activation due the weapon’s use by operator, or when transporting in holster, allowing its removal (fully supplied or with any amount of cartridges or even empty), freely when the weapon is in hand. It must be activated by pressing it in the lateral direction of movement by the police officer's thumb or finger, not allowing a magazine release that is activated by a downward movement. It must be projected to allow positive release of the magazine with a minimum of 4 lbs. of pressure and maximum of 8 lbs. Pressure retention, to release when fully compressed by the officer, to reduce the likelihood of inadvertent magazine’s release during transport, handling and/or firing. Upon its activation, as described in the previous sub-items, immediately without external forces, the magazine must fall freely</p>	<p>It fulfils the requirements: ✕YES ✕NO ✕OTHER OTHER:</p>

only by the action of gravity, being empty or not.	
<p>SHOOTING CAPACITY:</p> <p>It must operate and fire without compromising safety, firing accuracy and firearm operation after 100% (one hundred percent) of the parts interchangeability at any disassembly level, under the conditions of the respective test protocols specified in the reference;</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>POLYMER FRAME/RECEIVER:</p> <p>If made of high resistance polymer, it must be able to withstand the tests of the proposed standards, without any depreciative additives in its constitution or construction, having internal and external treatment, with high weatherability (including extreme weather); roughness of handling and transportation; adverse conditions; oxidation, abrasions and shocks; anti-reflective; chemical/mineral resistant; UV testing protocols; and compatible with chemical agents, solvents, liquids and lubricants, specifically with a trigger guard of dimensions capable of operating the weapon by a gloved user, without compromising the efficiency and effectiveness of the shot;</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>METAL FRAME/RECEIVER:</p> <p>If made of metal, it must be able to withstand the tests of the proposed standards, without any depreciative additives in its constitution or construction, having internal and external treatment with high weatherability (including extreme weather); roughness of handling and transportation; adverse conditions; oxidation, abrasions and shock; anti-reflective; chemical/mineral resistant; and compatible with chemical agents, solvents, liquids and lubricants, specifically, with trigger guard of dimensions capable of allowing the weapon to be operating by a gloved user, without compromising the efficiency and effectiveness of the shot;</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>FRAME/RECEIVER (BOTH TYPES):</p> <p>It must have ambidextrous non-slip surface in the grip's manual contact area. It must enable the</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>

<p>solution implement that meets the requirement of sub-item 3.9 of the Terms of Reference, allowing the grip to be adapted to different hand sizes. It must have a standard accessory coupling rail picatinny (MIL-STD 1913 and STANAG 4694), the rail being integrated and chiseled as required in the subitem 2.1 of the Terms of Reference; (the accessory coupling rail, notably laser pointers or tactical lanterns shall be subjected to the accessory compatibility test in use by the Municipal Guard during the metrology tests).</p>	
<p style="text-align: center;">SLIDE:</p> <p>It must be entirely of steel, capable of withstanding the tests of all standards proposed in the Terms of Reference, without any depreciatory additives in its constitution or construction, with high weatherability (including extreme weather); roughness of handling and transportation; adverse conditions; oxidation, abrasion and shock; anti-reflective; chemical/mineral resistant; and compatible with chemical agents, solvents, liquids and lubricants specifically. It must be provided obligatorily at the rear, on the sides (right and left), with knurls or grooves, in order to allow easy cycling for the user when operating by manual contact area. It is permitted at the front, on the sides (right and left) to be fitted with knurled grooves or grooves in order to allow the user easy cycling when operating in the manual contact area. The barrel must be completely covered (except for the chamber portion), allowing no more than 0.25" of the barrel mouth (muzzle) to exceed the slide design without the use of a noise suppressor with its coupling system.</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p style="text-align: center;">FRONT SIGHT/REAR SIGHT:</p> <p>Three-point type, consisting of tritium inserts, self-luminous material for viewing in low light or other superior technology available, with the possibility of adjustment by gunsmith; the aim must include a tritium light source surrounded by a protection case to fix the tritium. The illumination color of the three-points must be green, and the protection case must be white. In order to support convenient and rapid aim,</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>

<p>the three circular points on the front/rear sights must have at least the following standard diameters: target mass - minimum 2,50 mm \pm 0,05 mm; aiming strap - minimum 2.40 mm \pm 0.05 mm. The diameter considered is only that of the tritium lamp and the protection case; painted rings or painted decals are not considered acceptable within the allowable diameter measurement as they only increase the working point diameter during the day, but not during night operations. The inner surface of the metal sight light cavities (front/rear sights) must be painted white prior to insertion of the tritium lamp to eliminate light loss and ensure the maximum brightness of illumination possible. The full diameter of the aiming point (tritium lamp and protection case) must be covered with a sapphire protective window. Tritium crosshairs must be designed and produced in such a way that the tritium light source provides at least 10 years of usable lighting.</p>	
<p>TRIGGER IN SA / DA SYSTEM (DOUBLE ACTION): The trigger weight shall be from 3 (three) lbf to 8 (eight) lbf in SA system; from 5 (five) lbf to 18 (eighteen) lbf in the DA system as described in NIJ Standard – 0112.03.</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>TRIGGER - STRIKER FIRE SYSTEM: It must correspond from 5 (five) lbf to 15 (fifteen) lbf, as described in NIJ Standard – 0112.03;</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>
<p>TRIGGER – FOR BOTH REFERENCED SYSTEMS: Being unlocked, it must be consistent in its course and weight, allowing the user, with the hand that wields the weapon, voluntarily with just one action of its triggering to perform the cycle for firing and recuperation to engage again the arming percussion mechanism. Clearances and/or lateral offsets are forbidden during triggering actuation for and retrieval to engage the percussion mechanism again, as this results in errors and inaccuracy. It must be</p>	<p>It fulfils the requirements: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER OTHER:</p>

<p>properly adapted to its format, at the manufacturer's choice as long as it meets the safety and operating reference standards with ergonomic positioning and operation without damage to use or loss of grip.</p>	
<p>MAGAZINE:</p> <p>Magazine with a capacity of at least 15 (fifteen) cartridges without any type of magazine extension, safe type, bifilar (STAGGERED), steel structure, without easy release parts (especially when thrown to the ground while empty or loaded), with window and display of the amount of ammunition, at least the positions of full and intermediate magazine, having a design that does not compromise the use and ergonomics when coupled to the weapon. Conveyor table, preferably with alert coloring uncovered from the remainder of the weapon. External and internal finishing must comply with the characteristics described in sub-items 2.4 and 3.2 of the Terms of Reference. For hybrid magazines (steel body, polymer coated) proof of delamination resistance must be presented by means of a technical report issued by an accredited laboratory. Magazine base of the same material and body finish or other high strength, which meets the requirements of sub-items 2.4 and 3.2 of the Terms of Reference, with proven compliance to that described in all samples and tests, in drawing accompanying the rear face of the magazine, securely attached to the body of the magazine and it can be removable.</p>	<p>It fulfils the requirements:</p> <p>✕YES ✕NO ✕OTHER</p> <p>OTHER:</p>
<p>OSTENSIVE IDENTIFICATION:</p> <p>Institutional and security identifications must be in accordance with article 11 of Ordinance No. 7 D Log of April 28, 2006, containing:</p> <ul style="list-style-type: none"> - External numbering with barrel coining at chamber height; - Gun numbering on the slide (on the side of the ejection port for easy viewing); - weapon number (frame) or grip if devoid of location on the frame; - Laser coined manufacturing logo; - All mandatory numbering stipulated by the Municipal Guard must be made and positioned in 	<p>It fulfils the requirements:</p> <p>✕YES ✕NO ✕OTHER</p> <p>OTHER:</p>

<p>such a way that it is resistant to damage resulting from falling, shock to bulkheads, abrasion of other hard surfaces, weathering, such marking, guaranteed and visible during the life of the weapon, taking into account the Municipal Guard vicissitude service;</p> <ul style="list-style-type: none"> - Coats of arms of the Balneário Camboriú Municipal Guard, the State of Santa Catarina and the City of Balneário Camboriú, engraved on the slide, as established in the notice regarding the location and form of engraving, the manufacturer can suggest a different location from the one stipulated in the notice; - Acronym GMBC, engraved on the slide, at location and format to be established later by the Municipal Guard; 	
<p>CONFIDENTIAL IDENTIFICATION:</p> <p>The arsenal must have confidential identification elements for checking, controlling and tracing purposes, as follows:</p> <p>Alphanumeric encrypted codes, printed at locations other than the weapon, to be determined by the Municipal Guard prior to final receiving. A list containing the codes will be provided by the Administration, duly linked to the respective weapon numbers prior to the manufacture of the weapon;</p> <p>Passive electronic radio frequency identification device, such as Chip Radio-Frequency Identification (RFID), which allows the reading of codes to identify weapon numbering by means of a scanner, in the event of marking (confidential and security). suppressed by any means. Specific RFID location information and/or details will be handled with the Security Department under confidentiality between the manufacturer and the City of Balneário Camboriú. In order to enable the reading of the confidential information described in sub-item 5.2.2, a scanner device compatible with the reading of the RFID chip shall be provided by the manufacturer for a period of 10 (ten) years, which will only be provided for this means.</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p> <p>OTHER:</p>
<p>SPARE PARTS AND ACCESSORIES:</p>	<p>It fulfils the requirements:</p> <p><input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> OTHER</p>

Weapons must be delivered in a container with high strength polymer case that allows locking, which has hinges system, with external identification of the weapon number, manufactured in protective material that prevents friction and eventual deformities, to protect the assembly and ensure its integrity. It must also contain the specified items in the Terms of Reference.	OTHER:
WARRANTY: It must meet the requirements and minimum warranty terms set forth in the Terms of Reference.	It fulfils the requirements: ✕YES ✕NO ✕OTHER OTHER:
TECHNICAL ASSISTANCE: It must be provided and complied with requirements in the Terms of Reference.	It fulfils the requirements: ✕YES ✕NO ✕OTHER OTHER:

TERMS OF REFERENCE – ANNEX C
TESTING ON SAMPLES AND RECEIVING

1. GENERAL TESTING IMPLEMENTATION CONCEPTS

- 1.1. This annex deals with the tests on samples specified in the Terms of Reference.
- 1.2. In order to perform the tests established in this notice, we consider as:
- 1.2.1. **Functional failure:** a malfunction of the pistol, ammunition or supplementary equipment or accessories;
- 1.2.1.1. They are subdivided into two types:
- 1.2.1.1.1. **Impeditive failures** – are those that leads to total gun failure, which can only be eliminated with the aid of tools and affect negatively the police officer's safety. It also occurs when there is a need for the replacement of a gun part that prevents correct and complete weapon handling;
- 1.2.1.1.2. **Non-preventive failures** – are those that lead to the impediment, but can be eliminated without the aid of tools;
- 1.3. Improper handling and handling breakdowns or impediments by the operator and arising from an ammunition failure should not be considered and counted on the failure quota;
- 1.3.1. Any impeditive failure will result in the elimination of the gun interrupted and the proponent deemed to have failed the tests in this annex.
- 1.3.2. Functional failures due to improper handling and treatment by the police officer and those arising from an ammunition failure should not be considered and counted on the failure quota;
- 1.4. Any impeditive failure will result in the elimination of the gun, the test stage interrupted, and the bidder found to have failed the tests in this annex;
- 1.5. All tests that have real gun shooting must follows the Incident Control Sheet, according to the following model:

Incident Control Sheet [Planilha de Controle de Incidentes]

Page [Página]
____/____
Date [Data]
____/____/____

Temperature [Temperatura]: _____
Humidity [Umidade]: _____

Test performed [teste executado]: _____

Pistol # [pistola#]: _____ No. _____
Series [série]: _____

				Crash/Fault Classification			
Ord.	Number of shots	Kind of failure (code)	Kind of ammunition	Impeditive functional failure	Non-impeditive Functional failure	Cause	Failure Reason
1							
2							
3							
4							
5							
6							
7							
8							
9							
Comments:							

1.6. The functional error number codes follow the table below:

code	Functional failure numeric codes
1	cartridge does not detonate
2	projectile does not leave muzzle
3	cartridge capsule is not extracted
4	cartridge shell is not ejected out of gun
5	shot fired without trigger actuation
6	lock not in closed position, gun cannot be triggered
7	single trigger with multi-shot firing
8	double loading
9	loading of a cartridge without previous capsule ejection
10	slide locked in the back position and with an empty magazine
13	impact mechanism is not automatically tensioned (with systems SA/DA/CDA)
14	impact mechanism is not automatically tensioned (with systems DAO)
15	trigger does not return back
16	magazine falls out of the gun while firing without magazine rack triggering or the magazine is loose in the magazine duct
17	cartridges are not properly guided when inserting magazine into gun and obstruct the magazine
18	when inserting the magazine, the lock retention lever fires

19	the lock does not close after the lock retention lever is operated
20	cartridge is not pushed out of the magazine
21	cartridge is not fully inserted into the barrel
22	the slide does not close
23	detachment of gun parts
24	trigger difficult to trigger
25	other operating parts difficult to be activated
26	(possible supplements)

2. DOCUMENTATION AND PRELIMINARY VISUAL INSPECTION:

- 2.1. All documentation required for the presentation of the test samples is of manufacturers' responsibility, with the public administration committing itself to respect the legal deadlines for issuing these documents when the manufacturer requires them, if the manufacturer provides proof of the required deadlines.

3. TESTING:

3.1. General characteristics and metrology:

- 3.1.1. They will be carried out according to the script provided in the Terms of Reference – Annex B.
- 3.1.2. The five (5) pistols of the sample will be used for the test presented in this item;
- 3.1.3. All required features will be inspected;

3.2. Test of interchangeability

- 3.2.1. The purpose of the test will be to verify the consistency of measurements of the parts and the possibility of using the parts between different guns to perform maintenance without the need of doing individual adjustments piece by piece;
- 3.2.2. The purpose of this test is to mitigate complications and inconsistencies that compromise the quality, operation, safety and logistical support of the armament, parameterizing in manufacturing processes and control of first-rate;
- 3.2.3. Five (5) pistols of the sample will be used for the test;
- 3.2.4. Failure criteria:
- 3.2.4.1. The impossibility of 100% (one hundred percent) of interchangeability;
- 3.2.4.2. Possibility of wrong assembly (of first step);
- 3.2.4.3. Incidence of impeditive failure, measured according to the incidents;
- 3.2.4.4. Non-impeditive failure incidence, greater than the allowed failure quota, in this case only 2 (two) non-preventive failures can occur. Failures resulting from improper handling and treatment by the operator and the ones resulting of an ammunition failure will not be considered.
- 3.2.5. This test will be performed according to the script below:

TEST OF INTERCHANGEABILITY	
The disassembling of 5(five) pistols made by a gunsmith until the last determined by manufacturer so that they are completely disassembled, then the pieces will be placed in the same box and mixed.	Number of pieces:
Randomly and without choice of pieces, a new gunsmith will perform the assembly of weapons.	Pistol # 1 # Series: _____
	() Able () Incapable
	Pistol # 2 # Series: _____
	() Able () Incapable
	Pistol # 13# Series: _____
	() Able () Incapable
	Pistol # 4 # Series: _____
	() Able () Incapable
	Pistol # 5 # Series: _____
	() Able () Incapable

3.3. Accuracy test

- 3.3.1. It aims to determine the precision performance of the gun by means of the right results using a standard ranson rest holder;
- 3.3.2. It will be considered as failing a weapon that:
- 3.3.2.1. Focus any hit outside the desired grouping;
 - 3.3.2.2. Projectile pendulum oscillation occurs on the target;
 - 3.3.2.3. Projectile pendulum oscillation means the projectile entering the target different from the front position, without flight stability nor alignment of the barrel with the armament guide;
 - 3.3.2.4. Impedance failure as registered on the Incident Control Sheet;
 - 3.3.2.5. Incidence of non-impeditive failure, higher than the allowed failure rate. In this case, only 2 (two) non-preventive failures can occur, not being failures resulting from improper handling and treatment by the operator and those arising from an ammunition failure;
- 3.3.3. The test will be performed according to the script below:

ACCURACY TEST	
Pistol # 1 # Series: _____	
<input type="checkbox"/> Able	<input type="checkbox"/> Incapable
Pistol # 2 # Series: _____	
<input type="checkbox"/> Able	<input type="checkbox"/> Incapable
TEST RULES	
<p>Among the 5 (five) pistols in the sample, 02 (two) will be selected for the accuracy test;</p> <p>The guns will be attached individually to a standard Ranson holder Rest, supplied by the manufacturer and will be loaded with 01 (one) charger with 10 (ten) cartridges;</p> <p>The target, attached to a cardboard, will be the standard used by the Municipal Guard, Aiming will be verified by an electro-optical aiming device placed on the middle of the target;</p> <p>Each pistol will fire 10 (ten) shots at the target positioned at 25m (twenty-five meters) away;</p> <p>The desired result is a grouping of 10 (ten) hits in a circumference of 16cm (sixteen centimeters) in diameter;</p>	

3.4. Shooting test

- 3.4.1. The purpose of the shooting test is to verify general functional, safety, and the required life cycle of gun parts as well as overall gun behavior during shots with standard operational ammunition;
- 3.4.2. During the entire shooting test, 1,000 (one thousand) shots, the pistols must not be cleaned or lubricated;
- 3.4.3. At the end of the firing, with the 02 (two) pistols, both must be disassembled to check for structural damage or excessive wear out to any piece;
- 3.4.4. For this must be compared to data recorded in the initial verification;
- 3.4.5. In addition to the verification described in the previous item, they must be compared to the other samples that make up the batch of 05 (five) pistols, but which were not used for shooting;
- 3.4.6. It will be considered as failing a weapon that:
 - 3.4.6.1. Any excessive wear out, structural damage, swelling or deformation that may change operation and/or compromise safety;
 - 3.4.6.2. Wear out on pieces preventing further testing;
 - 3.4.6.3. Impedance failure as registered on the Incident Control Sheet;

3.4.6.4. Two (2) occurrences per thousand, of non-preventive failures; as registered in the Incident Control Worksheet;

3.4.7. After the shooting tests, for successful samples, the following tests must be repeated:

3.4.7.1. Interchangeability test;

3.4.7.2. Precision test.

3.4.8. The test will be performed according to the script below:

SHOOTING TEST	
Pistol # 1 # Series: _____	
<input type="checkbox"/> Able	<input type="checkbox"/> Incapable
Pistol # 2 # Series: _____	
<input type="checkbox"/> Able	<input type="checkbox"/> Incapable
TESTING RULES	
In order to perform this test the same guns used in the Accuracy test must be cleaned and lubricated as directed in armory user manual;	
On thousand (1,000) shots will be fired with each one of the 02 (two) pistols selected;	
All shots will be fired by gunsmiths of the Municipal Guard or by snipers selected by the Municipal Guard Command;	
All shots will be fired in a standing position, with double grip, and at the end of each loader's ammunition, the shooter will press the retainer key and the loader should fall immediately, without any external force, only by the action of gravity, being empty;	
The entire sequence of shots shall be made at a rate of 02 (two) firing per second with the only interruption being for reloading or changing shooters.	

3.5. Trigger Drive Force Test

3.5.1. It aims to measure the trigger drive resistance. Testing equipment that measures the force [N] on the path s [mm] will record in a curve form and calculate the resulting work; the test will be carried out according to script below:

STRENGTH TEST ON TRIGGER PULLING

Operating system	<input type="checkbox"/> SA/DA	<input type="checkbox"/> Striker Fire
Pistol # 1 #	Measure in lbf	
	Nominal	Measured

	#1: #2: #3: Average:	
	() Able	() Incapable
Pistol # 2 #	Measure in lbf	
	Nominal	Measured
	#1: #2: #3: Average:	
	() Able	() Incapable
TEST RULES: Reference values: Hammer system guns: in SA between 3 (three) and 8 (eight) lbf; AD between 5 (five) and 18 (eighteen) lbf; Striker fire system guns: between 5 (five) and 15 (fifteen) lbf. The same weapons used in the shooting test and accuracy test will also be used for this test. Measurements will be performed using Trigger Pull Device or similar, which is able to analyse the strength used in pressing the trigger.		

3.6. Dropping test

- 3.6.1. The test must prove that the pistol is safe in the event of falling;
- 3.6.2. The security dropping test is carried out with 01 (one) pistol that was used in the shooting test and 01 (one) new pistol that was not subjected to shooting test;
- 3.6.3. Between dropping tests, the gun must be examined for damage and for firing ability. If in doubt the shooting capability must be checked by practical test;
- 3.6.4. The results of the dropping tests and the results from such tests must be documented. It must also be recorded to what extent the gun is suitable for shooting after the dropping tests;
- 3.6.5. It will be considered as failing a weapon that:
 - 3.6.5.1. Occurs percussion of the fuse;
 - 3.6.5.2. Releasing of charger occurs;
 - 3.6.5.3. Allow the magazine to disassemble or release ammunition;
 - 3.6.5.4. Allow fuse marking;

3.6.5.5. Incorrect faults.

3.6.6. For the purposes of this test, breakage of the components of the loop and target mass will not be considered as an impeding failure; therefore, it will not be considered as failure;

3.6.7. The test will be performed according to the script below:

TEST RULES

Guns and ammunition used for the dropping test must be kept at room temperature;

It must only be used handling ammunition and a case with fuse;

The pistol bearers must be loaded with a full handling cartridges and chamber provided only with the fuse so that the pistol reaches its maximum capacity and mass;

The drops will be repeated as follows:

For SA/DA:

It must occur with pistols cocked (with the hammer armed);

It must occur with the pistols not cocked (with the hammer unarmed);

It must occur locked;

It must be unlocked;

For Striker Fire:

It must occur locked;

It must be unlocked;









All predicted fall test situations must be performed at a height of 2,000 mm (two thousand millimeters) directly on a smooth concrete floor. The fall must be in a way that the pistol falls freely, without the influence of external forces, only by the action of gravity;

After each drop, the gun must be discharged and the fuses must be examined;

Prior to a new gun drop, parts damaged as a result of the dropping can be replaced at the manufacturer's choice.

DROPPING TEST

Operating System	() SA/DA	()			
		Striker Fire			
Pistol #__#	()	() Not cocked	Pistol #__#	()	() Not cocked
	Cocked			Cocked	cocked
Series:	()	() Unlocked	Series:	() Locked	() Unlocked

Comments:	Locked		Comments:		
	0° DROP			90° DROP	
					
Pistol #__#	() Able	() Incapable	Pistol #__#	() Able	() Incapable
	() Cocked	() Not cocked		() Cocked	() Not cocked
Series:	() Locked	() Unlocked	Series:	() Locked	() Unlocked
Comments:	180° DROP		Comments:	90° DROP	
					
Pistol #__#	() Able	() Incapable	Pistol #__#	() Able	() Incapable
	() Cocked	() Not cocked		() Cocked	() Not cocked
Series:	() Locked	() Unlocked	Series:	() Locked	() Unlocked
Comments:	30° DROP		Comments:	-30° DROP	
					
Pistol #__#	() Able	() Incapable	Pistol #__#	() Able	() Incapable
	() Cocked	() Not cocked		() Cocked	() Not cocked
Series:	() Locked	() Unlocked	Series:	() Locked	() Unlocked
Comments:	Left side downwards		Comments:	Right side downwards	
					

	() Able	() Incapable	() Able () Incapable

4. IMPLEMENTING SEQUENCE OF TESTS

- 4.1. The tests will be implementing in the sequence provided at the previous item, unless otherwise decided by the Municipal Guard.

5. FINAL TEST CONSIDERATIONS

- 5.1. The tests will be performed according to the parameters of NATO Standard AC/225 (LG/3-SG/1) D/14 for pistols;
- 5.2. Any questions or omissions about the performance and implementing of the tests must be clarified to the Municipal Guard Command.

ANNEX IV – PROPOSAL SUBMISSION FORM

Dear Auctioneer,

Ref.: Online Auction..... No. 250/2019 – PMBC – Submission Form.

We present our signed Submission Form to provide the object announced, to be sent to the address indicated in the notice and in the authorization of supply with all expenses included.

1 – PROPONENT IDENTIFICATION:

- Company:
- CNPJ:
- Address:
- Contact person:
- Handset/Fax:
- Email:
- Bank Address:
- Bank:
- Agency:
- Checking Account:

2 - GENERAL CONDITIONS

2.1 – The proponent declares to know the terms of the notice and is aware that in order to participate the proponent must be up to date with labor and social security charges (INSS), with the severance indemnity fund for employers (FGTS), and with any other social obligations as well as meeting all other qualification requirements regulated by this auction and its integral annexes, fulfilling all conditions until the end of the contractual term.

2.2 – The prices indicated in the proposal contain all the benefits, direct costs and indirect costs that are required for the execution of the object, this meaning not only the direct expenses, payment of labor, but also indirect expenses such as transportation, storage, taxes, third-party services, social security contributions, social and labor charges; taxes, fees and charges levied on the execution of the service, or other expenses, whatever their nature may be.

Item	Material	unit of measurement	brand	quantity bid	unitary value (R\$)	Amount (R\$)
1	Semi-automatic caliber pistol 9mm with accessories.	unity		74	***	***
Overall Total						***

2.3 - I declare to know the governing law of this online auction and that weapons and their accessories must be delivered in accordance with the conditions set forth in this notice and its annexes, which we know and accept in all its terms.

2.4 - I also declare that no right to compensation or reimbursement of any expenses will be due to us if our proposal is not accepted by the City Hall of Balneário Camboriú, whatever the reason may be.

2.5 - The period of validity of this proposal is _____ (_____) calendar days, counted from the opening date of the public session established in the introduction of the Request for Proposal Notice – online auction No. 250/2019.

2.6 - I declare that the weapons and their accessories will be delivered within 90 (ninety) days after receiving the Suppling Authorization, directly to the Municipal Guard Headquarters –Department of Security at 111 Pardal Street, Balneário Camboriú/SC. From 01:00 p.m. to 07:00 p.m.

2.7 - Indication of the technical support for the weaponry located in Brazil.

a) Proponent must provide the following information of technical support: name, CNPJ, address, phone number and an e-mail.

2.8 - The required technical warranty must be provided by express declaration of the manufacturer clearly stating the requirements laid down and the conditions under which it will be done. This declaration must be signed by the manufacturer, according to item 1.3 of the Terms of Reference.

2.9 – I hereby declare full knowledge and agreement with all the requirements of the online auction notice and its annexes.

2.10 – Company _____ declares to be aware of the penalty enforcement established in item 14 of the notice in case of non-compliance with any of the deadlines provided.

Place and date
(signature of proponent and company stamp)

PORTUGUESE VERSION for the Proposal Submission Form

Prezado Pregoeiro,

Ref.: Licitação.....Nº 250 /2019 – PMBC - Carta-Proposta.

Apresentamos nossa “Carta Proposta” (assinada), para fornecimento do objeto do edital, a ser prestado, no endereço indicado no edital e autorização de fornecimento, com todas as despesas inclusas.

1- IDENTIFICAÇÃO DO PROPONENTE:

- Empresa:
- CNPJ:
- Endereço:
- Pessoa para contatos:
- Fone/Fax:
- E-mail:
- Domicílio bancário:
- Banco:
- Agência:
- Conta Corrente:

2- CONDIÇÕES GERAIS

2.1- A proponente declara conhecer os termos do instrumento convocatório, estar ciente de que, neste ato, deverá estar regular perante a Seguridade Social (INSS) e FGTS, obrigações sociais e trabalhistas, bem assim, atender a todas as demais exigências de habilitação que regem a presente licitação e seus anexos integrantes, mantendo todas as condições até o final de vigência contratual.

2.2- Nos preços indicados na proposta estão incluídos todos os benefícios e os custos diretos e indiretos que forem exigidos para execução do objeto, assim entendido, não só as despesas diretas, pagamento da mão de obra, como também, as despesas indiretas, dentre elas: transporte, despesas financeiras, armazenagem, tributos, serviços de terceiros, contribuições devidas à Previdência Social, encargos sociais e trabalhistas; impostos, taxas e emolumentos incidentes sobre a execução do serviço, ou outras despesas, quaisquer que sejam às suas naturezas.

Item	Material	Unid. medida	Marca	Qtd licitada	Valor unitário (R\$)	Valor total (R\$)
1	Pistola semiautomática calibre 9 mm com acessórios.	UN		74	***	***
Total Geral						***

2.3 - Declaro conhecer a legislação de regência desta licitação e que as armas e seus acessórios serão entregues de acordo com as condições estabelecidas neste Edital e seus anexos, que conhecemos e aceitamos em todos os seus termos.

2.4- Declaro, também, que nenhum direito a indenização ou a reembolso de quaisquer despesas nos será devido, caso a nossa proposta não seja aceita pela Prefeitura Municipal de Balneário Camboriú, seja qual for o motivo.

2.5- O prazo de validade desta proposta é de () dias corridos, contados da data de abertura da sessão pública estabelecida no preâmbulo do Edital de Pregão Eletrônico nº /2019.

2.6- Declaro que as armas e seus acessórios serão entregues em até 90 (noventa) dias corridos após recebimento da Autorização de Fornecimento, diretamente na Sede da Guarda Municipal – Secretaria de Segurança, Rua Pardal, nº 111, Balneário Camboriú/SC no horário das 13h00min às 19h00min horas.

2.7- Indicação da prestadora de assistência técnica do armamento, em território nacional.

a) Deverá fornecer o Nome, CNPJ, endereço, responsável (is) técnico(s), telefones de contato e correio eletrônico (e-mail).

2.8- Garantia técnica exigida deverá ser apresentada através de declaração expressa do fabricante contendo claramente as exigências estabelecidas e as condições de sua execução, firmada pelo fabricante, conforme item 1.3 do Termo de Referência.

2.9- Desde já, declaro pleno conhecimento e concordância com todas as exigibilidades do Edital e seus Anexos.

2.10- A Empresa declara-se ciente de estar sujeita à aplicação das penalidades previstas no item 14 do Edital, em caso de não cumprimento de qualquer dos prazos fornecidos.

ANNEX V – DECLARATION OF ANY IMPEDITIVE FACT FOR ACCREDITATION

(COMPANY NAME), CNPJ/CGC No headquartered at (full address) declares, under penalty of law, that by the present

date there are no impeditive facts for its accreditation in the online auction No. 250/2019. Being aware of its obligation to declare subsequent occurrences.

Place and date
(Name and signature of legal entity representative)
Company

PORTUGUESE VERSION for the Declaration of Any Impeditive Fact for Accreditation

(NOME DA EMPRESA), CNPJ/CGC nº sediada
.....(endereço completo), declara, sob penas da Lei, que até a presente data
inexistem fatos impeditivos para sua habilitação na Pregão Eletrônico nº ***/2019, ciente da obrigatoriedade de
declarar ocorrências posteriores.

**ANNEX VI - DECLARATION OF COMPLIANCE WITH THE OBLIGATIONS
RELATED TO THE WORKING OF MINOR**

(company name) _____, registered under
CNPJ No. _____, through its legal representative

_____, identification card No. _____ and
CPF No. _____, DECLARES that:

- 1) It does not have any owner, partners or employees who are servants or political agents from the contracting entity or of the entity responsible for the auction;
- 2) It does not have any owner or partner who is a spouse, partner or relative, including by affinity, up to the third degree, and by affinity, up to the second degree of any political agent from the contracting entity, or of the entity responsible for the auction.

Place and date

(Name and signature of legal entity representative)

Company

**PORTUGUESE VERSION for the Declaration of Compliance With The Obligations
Related the Working of Minor Template:**

(nome da empresa) _____, inscrita no
CNPJ sob nº _____, por intermédio de seu representante legal o(a)
Sr (a) _____, portador (a) da Carteira de identidade nº
_____ e do CPF nº _____, DECLARA que:

- 1) Não Possui proprietário, sócios ou funcionários que sejam servidores ou agentes políticos do órgão ou entidade contratante ou responsável pela licitação;
- 2) Não possui proprietário ou sócio que seja cônjuge, companheiro ou parente em linha reta, colateral ou por afinidade, até o terceiro grau, e por afinidade, até o segundo grau, de agente político do órgão ou entidade contratante ou responsável pela licitação.

ANNEX VII - DECLARATION OF FAMILIAL RELATIONSHIP

_____, (company name) headquartered at _____
_____, (address) registered under CNPJ No. _____, comes
through its legal representative, taking into account Law 8666 of 1993, item V, article 27 added by Law

9854 of October 27, 1999 expressly state, under penalties of law, that it fully complies to the rule contained in the 1988 Constitution of the Federative Republic of Brazil, Article 7, item XXXIII, regulated and that no labor of the people under eighteen (18) years-old will be used during night shifts and dangerous or unhealthy environment, as well as no labor of the people under sixteen (16) years-old will be used in any kind of work, except in the condition of apprentices.

Place and date

(signature of proponent and company stamp)

PORTUGUESE VERSION for the Declaration of Familiar Relationship template:

....., (nome da empresa) com sede na
....., (endereço) inscrita no CNPJ sob o
nº., vem através de seu representante legal infra-assinado, em atenção
ao inciso V do art. 27 da Lei 8.666/1993, acrescido pela Lei 9.854 de 27 de outubro de 1999, declarar expressamente,
sob as penas da lei, que cumpre integralmente a norma contida na Constituição da República Federativa do Brasil de
1988, artigo 7º, inciso XXXIII, regulamentada e que não será utilizada mão de obra de menores de dezoito (18) anos
de idade em trabalhos noturnos, perigosos ou insalubres, bem como não será utilizada mão de obra de menores de
dezesesseis (16) anos em qualquer tipo de trabalho, salvo na condição de aprendizes.