



Governo de Mato Grosso  
MT PARTICIPAÇÕES E PROJETOS S.A.



TENDER NOTICE N° 041/2024/MTPAR

<b>International Electronic Bidding N° 041/2024</b>	<b>Opening Date: 09/27/2024 09:00 AM - Brasília-DF Time</b>
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<b>OBJECT:</b>
Acquisition of LED panels for Parque Novo Mato Grosso, in accordance with the conditions, quantities, and requirements set forth in this tender notice and its attachments.

<b>ESTIMATED CONTRACT VALUE</b>	<b>DEADLINE FOR SUBMISSION OF PROPOSALS</b>
CONFIDENTIAL, in accordance with Article 34 of Law 13.303/16 and Article 21, §2 of MT PAR's Internal Bidding Regulations	From 08/28/2024 until the date and time of the opening of the public session
<b>MODE OF DISPUTE AND JUDGING CRITERIA</b>	<b>EXCLUSIVE TO ME/EPP?</b>
Dispute Mode: OPEN, Judgment Criterion: LOWEST PRICE	NO

**CLARIFICATIONS, CHALLENGES, AND DOCUMENT SUBMISSION**

Email addresses: [licitacoes@mtpar.mt.gov.br](mailto:licitacoes@mtpar.mt.gov.br)  
Subject: ELECTRONIC BIDDING n° 041/2024/MTPAR  
Phone: + 55 (65) 3622-0133 / +55 (65) 99659-3784

**OBSERVAÇÕES GERAIS**

- All time references in the Tender Notice, announcements, and during the public session must strictly observe Brasília Time;
- The language used in the bidding process will be Brazilian Portuguese;
- The foreign company must appoint a legal representative in Brazil, with express powers to sign contracts, receive notifications, citations, represent, and respond administratively or judicially;
- The price proposal values to be entered into the BLL Compras system (<https://bll.org.br>) must be offered in the NATIONAL CURRENCY (BRAZILIAN REAL – R\$);  
BLL Compras, Technical Support: WhatsApp +55 41 3149-9300 - Support is available Monday to Friday, from 08:00 AM to 06:00 PM (Brasília-DF Time).



MTPARDIC202405079



## PREAMBLE

MT PAR hereby announces that it will conduct an **INTERNATIONAL** electronic bidding process, with the selection criterion based on the **LOWEST GLOBAL PRICE**. This bidding process and the resulting contract will be governed by Law No. 13.303/2016 and by the MT PAR Bidding and Contract Regulations, available at [https://www.mtpar.mt.gov.br/files/ugd/04b0f8\\_067c7d9581d542f68299e4fe9bc9a092.pdf](https://www.mtpar.mt.gov.br/files/ugd/04b0f8_067c7d9581d542f68299e4fe9bc9a092.pdf), as well as by the provisions established in this Notice and other related legal norms.

**Session Date:** September 27, 2024

**Time:** 9:00 AM (Brasília time), 8:00 AM (local time in Cuiabá-MT)

**Location:** BLL Purchasing Portal – <https://bll.org.br/>

**Bidding Mode:** Open

This document contains rules to be observed by bidders for participation, preparation, and submission of the Proposal, as well as compliance with the qualification conditions.

**Proposal:** Defined as the set of documents containing data and information related to the supply specified in this Notice, including commercial data, technical data, catalogs, diagrams and drawings, cost breakdown sheets, and other supplementary information provided by the Bidder.

**Qualification:** Defined as the set of documents capable of demonstrating the Bidder's legal, fiscal, technical, and economic-financial capacity.

**Bidding Documents:** Defined as this Notice, as well as any supplements issued by MT PAR.

**OBJECT OF THIS BIDDING:** The selection of the most advantageous Proposal for the **"PURCHASE OF LED PANELS FOR PARQUE NOVO MATO GROSSO, IN ACCORDANCE WITH THE CONDITIONS, QUANTITIES, AND REQUIREMENTS ESTABLISHED IN THIS NOTICE AND ITS ANNEXES."**

The bidding will be conducted as a single lot.

In case of any discrepancy between the item descriptions in the Notice and those on the BLL Portal, the descriptions in the Notice and its annexes shall prevail.

The estimated value of the Bidding is confidential as determined by Article 21, §2 of the MT PAR Internal Bidding and Contracts Regulations, as well as Article 34 of Law No. 13.303/2016.

## 1. DELIVERY TIMEFRAME AND LOCATION

- 1.1. The delivery location will be at Parque Novo Mato Grosso, located at km 11 of the MT-251 highway, Cuiabá-MT.
- 1.2. The delivery timeframe for the goods is up to 4 (four) months from the issuance of the Supply Order.
- 1.3. The contract will have an initial term of 12 (twelve) months.
- 1.4. The above period may be extended by mutual agreement of the parties for up to 5 (five) years, in accordance with Article 71 of Law No. 13.303/2016

## 2. CONDITIONS FOR PARTICIPATION

- 2.1. Legal entities engaged in activities compatible and relevant to the object of this bidding process and that meet the requirements of the Notice and its annexes may participate in this bidding. All costs associated with the

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preparation and submission of proposals will be borne by the bidders, with no compensation due to the bidders for such actions.

- 2.1.1. Any interested companies, whether Brazilian or foreign, that meet the conditions established in the Notice and related legislation may participate in this bidding.
- 2.2. Differentiated treatment will be granted to microenterprises and small businesses, as mentioned in Article 34 of Law No. 11.488 of 2007, as well as to individual microentrepreneurs (MEI) within the limits established by Complementary Law No. 123 of 2006.
- 2.3. A false declaration regarding compliance with any condition will subject the bidder to the sanctions provided by law and in this Notice.
- 2.4. Under penalty of disqualification or disqualification, all documents submitted by the bidders must refer to the same company, as evidenced by a document proving the company's identification.
  - 2.4.1. For Brazilian bidders, all documents must be presented under the same CNPJ number as described in the price proposal, except for those documents allowed by law.
  - 2.4.2. For foreign bidders, all documents must be presented under the same TIN, DUNS, or other officially recognized number by the Brazilian government, as described in the price proposal, except for those documents allowed by law.
- 2.5. Bidders are responsible for the accuracy and authenticity of the information and documents presented at any stage of the bidding process, assuming all costs for preparing the proposal and qualification, with no right to reimbursement regardless of the outcome of the process.
- 2.6. Those barred by current legislation will be prevented from participating in any phase of the process. This includes those who:
  - 2.6.1. Have been penalized or prohibited in a manner that limits their participation in bids or their contracting by Public Administration, in legal cases where the scope of sanctions extends to MT PAR, such as those provided for in Laws No. 13.303/2016, 12.527/2011, 12.529/2011, 9.605/98, and 14.133/2021;
  - 2.6.2. Are under bankruptcy, judicial or extrajudicial recovery, dissolution, or liquidation.
    - 2.6.2.1. In the case of judicial or extrajudicial recovery, a company may participate if it presents proof of the approval of its judicial or extrajudicial recovery or the homologation of the extrajudicial recovery plan.
  - 2.6.3. Are subject to any restrictions outlined in Law No. 13.303/2016, particularly in Articles 38 and 44.
  - 2.6.4. Have a family relationship with a public official who holds a commissioned position or a position of trust at MT PAR.
  - 2.6.5. Have an administrator or shareholder with directing power who is related to:
    - I. A holder of a commissioned position or a position of trust involved in the contracting area, or;
    - II. An authority hierarchically superior within MT PAR.
- 2.7. Exclusions will be verified through the TCU Consolidated Consultation of Legal Entities, the State Register of Ineligible or Suspended Companies (CEIS/MT), and other relevant cadastral systems available for consultation as applicable.
- 2.8. Participation in this bidding process will not be permitted for companies:
  - 2.8.1. That have been declared ineligible by any public administration body, whether direct or indirect, at any government level, or those that are suspended from contracting or bidding with the contracting agency or entity;
  - 2.8.2. That do not meet the conditions outlined in this Notice and its annexes;
  - 2.8.3. That are under bankruptcy, creditors' proceedings, concordat, or in the process of dissolution or liquidation. Bidders undergoing judicial recovery must present a recovery plan approved by a judge, as per Article 52 of Law No. 11.101/2005.
  - 2.8.4. Cooperatives and companies organized in consortiums are not permitted to participate in this bidding.
- 2.9. Bidders may participate in this bidding either through their headquarters or branch, provided they meet the qualification requirements relevant to the establishment with which they intend to participate in the bidding.
- 2.10. Bidders are responsible for the accuracy and authenticity of the information and documents presented at any stage of the bidding process, assuming all costs associated with preparing the proposal and qualification, with no right to reimbursement regardless of the outcome of the process.

### 3. CREDENTIALING





3.1. Interested parties wishing to participate in this Electronic Bidding must have an access key and password to use the electronic system at <https://bll.org.br>.

3.2. The credentialing of the bidder and their legal representative with the electronic system implies legal responsibility for the actions performed and presumption of technical capability for conducting transactions related to the bidding process.

3.3. The use of the access password is the sole responsibility of the bidder, including any transactions performed directly or through their representative. The system provider or MT PAR will not be liable for any damages resulting from the misuse of the password, even if caused by third parties.

3.4. The loss of the password or breach of confidentiality must be immediately reported to the system provider for prompt access blocking.

3.5. The bidder is exclusively and formally responsible for transactions performed in their name, and affirms their proposals and bids as firm and true, including actions performed directly or by their representative. The system provider or the agency or entity promoting the bidding is not responsible for any damages resulting from the misuse of access credentials, even if by third parties.

3.6. MT PAR does not have the authority to intervene in the credentialing process for obtaining the access key and password, as this procedure is the sole responsibility of the electronic system provider.

#### 4. FORMALIZATION OF A REQUEST FOR CLARIFICATION

4.1. Up to 3 (three) business days before the deadline for receiving proposals, any interested party may submit a request for clarification regarding this Notice to MT PAR via the email address provided on the cover page of this Notice.

4.2. Upon receipt of the clarification request, the response will be made available by the last business day before the bidding opening date.

4.2.1. Clarifications and responses will be published on MT PAR's institutional website: <https://www.mtpar.mt.gov.br/licitacoes>.

4.3. Before the proposal submission deadline, MT PAR may issue supplements to review, amend, or modify any part of this Notice.

4.3.1. Supplements to this Notice that significantly affect the formulation of the Proposal will result in the reopening of the initially established deadline.

4.4. All clarifications and supplements issued will be available on the electronic system.

4.5. It is the bidder's responsibility to stay updated on any changes or clarifications related to the Notice by regularly checking the electronic system. MT PAR will not be responsible for any non-compliance with this procedure.

4.6. Bidders should not consider any information or clarifications obtained through means other than those established above when preparing their Proposal.

4.7. Interested parties wishing to view the administrative process, while respecting the confidentiality of the estimated acquisition value, may request access to the documents by sending a request to MT PAR via email at the addresses provided on the cover page of this Notice.

#### 5. IMPUGNATION OF THE NOTICE

5.1. Any citizen may challenge the bidding instrument within up to 3 (three) business days before the date set for the opening of the public session by submitting a reasoned request. The Bidding Agent, assisted by the Requesting Area, must decide on the challenge within 1 (one) business day before the opening of the bidding process.

5.2. The challenge must be directed to the Bidding Agent via email at: [licitacoes@mtpar.mt.gov.br](mailto:licitacoes@mtpar.mt.gov.br), with the bidding number and a brief description of the object indicated in the "subject" field.

5.3. Challenges and responses will be published on MT Participações e Projetos S.A.'s institutional website.

5.4. Challenges will not be accepted if:

5.4.1. They are submitted outside the legal deadline;

5.4.2. They are filed by a representative not legally authorized to act on behalf of the Bidder.





- 5.5. If a challenge to this Notice is upheld, a new date for the bidding will be set, unless it is clear that the change does not affect the formulation of the proposals.
- 5.6. Challenges and requests for clarification do not suspend the deadlines set for the bidding process.

## 6. SUBMISSION OF PROPOSAL

6.1. Interested parties must submit their proposals exclusively via the system, including the description of the offered object and price, **by the deadline of September 27, 2024, at 09:00 AM (Brasilia-DF)**. After this time, the proposal submission phase will automatically close.

6.1.1. The amount to be included by the supplier refers to the TOTAL PRICE OF THE LOT.

6.2. Proposals for the electronic bidding phase on the BLL Compras Portal must be submitted in Brazilian Reais (BRL), with two decimal places. Only during this electronic bidding phase will the national currency be used. All other phases and documents may be in US Dollars.

6.3. The proposal value must be based on the specifications provided in the Terms of Reference. The bidder is responsible for determining the value and ensuring it reflects all costs.

6.4. When submitting the proposal in the BLL system, the bidder must specify the "Global Value (R\$)" in Reais, based on the Ptax purchase rate from August 2, 2024. The conversion rate can be accessed via this link: (<https://www.bcb.gov.br/conversao>).

6.4.1. Until the public session opening, bidders may withdraw or replace their proposal in the system.

6.4.2. The submitted proposal must cover all costs and expenses, including but not limited to: direct and indirect costs, taxes, materials, equipment, labor charges, social security, fiscal, commercial, customs fees, freight, insurance, services, training, personnel travel, transportation, warranties, profit, and any other costs that might affect the value of the object being bid on. No subsequent claims for exclusion of any incurred expenses will be accepted.

6.5. The submission of a proposal in the system implies full and irrevocable acceptance of the terms of this Notice. No claims for errors, omissions, or lack of knowledge of facts and conditions that affect the execution of the bid object will be accepted.

6.6. The bidder is responsible for all transactions conducted on their behalf in the electronic system, affirming that their proposals and bids are firm and true.

## 7. SUBMISSION OF WRITTEN PROPOSAL

7.1. The written price proposal must be prepared on the bidder's letterhead, in Portuguese, except for technical terms in common usage, and must include the following mandatory information:

7.1.1. CNPJ/MF, TIN, DUNS, or other equivalent identification, Complete address, Telephone number, Email address for contact, Bank account number, agency, and respective bank.

7.1.2. Must conform to the specifications stated in the Terms of Reference attached to this Notice. Bidders should avoid using expressions such as "in accordance with the Notice" or similar, to prevent ambiguity in interpretation.

7.1.3. Indicate the brand, manufacturer, and model of the object being offered.

7.1.4. Provide the UNIT PRICE and TOTAL PRICE of the LOT in either US Dollars (USD or US\$) or Brazilian Reais (R\$). Prices must be stated both in figures and in words, with the written value prevailing in case of discrepancies.

7.1.5. Include a clear statement that the quoted prices cover all costs and expenses necessary to fully meet the obligations arising from the bidding.

7.1.6. Specify the validity period of the proposal, which must be no less than 90 (ninety) calendar days from the date of the public session.

7.2. Considerations for Proposal Preparation:

7.2.1. For National or Foreign Bidders Authorized to Operate in Brazil:

7.2.1.1. The bidder must include all expenses and costs, both direct and indirect, in their pricing. This includes social and labor charges, transportation, insurance, and indirect taxes (PIS, COFINS, ICMS, IPI, ISS, and CPRB), using the rates in effect on the date of proposal submission;





- 7.2.1.1.1. If opting for the "SIMPLES NACIONAL" tax regime, the prices must account for all taxes under this regime according to the applicable table and range, including CPRB (if applicable). The bidder must provide information on the rates, tables, and ranges used;
- 7.2.1.1.2. There will be no adjustment for price increases due to potential disqualification from the SIMPLES NACIONAL regime. The company will bear any costs associated with the contract unless there is a change in legislation affecting the simplified regime;
- 7.2.1.1.3. The bidder is solely responsible for the accuracy of the product or service's tax classification. No claims for price adjustments will be accepted due to errors in this classification. Corrections will be made only if there is a change in tax legislation after the proposal submission date;
- 7.2.2. Domestic bidders should use the Ex Works (EXW) Incoterms 2020 as specified in Annex I;
- 7.2.2.1. MT Participações e Projetos S.A. (MT PAR) will pick up the products directly from the warehouse or factory of the CONTRACTED PARTY, provided the factory is within national territory.
- 7.2.3. For Foreign Bidders Not Authorized to Operate in Brazil:
- 7.2.3.1. For the supply of goods, prices must include all applicable taxes and costs, as well as any export incentives available in the supplier's home country. Values should be presented as per Annex I;
- 7.2.3.2. Foreign bidders should use the CIF (Cost, Insurance, and Freight) Incoterms 2020, with delivery to the Port of Santos - SP.
- 7.3. Despite the judgment being based on the lowest price, the winning bidder must present their written proposal respecting the estimated unit values..
- 7.4. Documents comprising the proposal and bidder's qualification will be made available for review by the Bidding Agent and public access only after the bidding session ends.
- 7.5. Submitting the digital proposal implies full knowledge and compliance with the qualification requirements outlined in the Notice and its Annexes. The bidder is responsible for all transactions conducted in their name in the electronic system, affirming that their proposals and bids are accurate and true.
- 7.6. Once the proposal is opened by the Bidding Agent, withdrawal is not permitted except for justified reasons accepted by the Agent.
- 7.7. Any element that identifies the bidder before the end of the bidding will result in DISQUALIFICATION of the proposal, in addition to other penalties specified in this Notice.
- 7.8. The public session may be suspended for a period defined during the session if necessary for preliminary analysis.

## 8. EQUALIZATION OF PROPOSALS

- 8.1. For proposals from foreign bidders not authorized to operate in Brazil, internalization costs will be added to account for::
- 8.1.1. Import Duty (II);
- 8.1.2. Tax on Industrialized Products (IPI);
- 8.1.3. ICMS (State VAT), PIS, and COFINS.
- 8.2. Foreign bidders' proposals in foreign currency, after adding the simulated costs of the above-mentioned taxes and nationalization fees, will be converted by the bidding agent into the national currency (BRL) for the purposes of price comparison and evaluation according to Annex II - Price Spreadsheet for equalization. The conversion will be based on the Ptax purchase exchange rate from 02/08/2024, used in defining the estimated value of the bid, and can be verified through the following link: (<https://www.bcb.gov.br/conversao>) .
- 8.3. If the contract is to be established with a foreign company, it will be formalized under INCOTERMS CIF 2020 (Cost, Insurance, and Freight), with MT Participações e Projetos S.A. being responsible for the nationalization of the goods.

## 9. PARTICIPATION OF MICROENTERPRISE (ME) OR SMALL BUSINESS (EPP)

- 9.1. Considering the absence of exclusive lots and quotas reserved for microenterprises and small businesses, as justified in the Terms of Reference, upon the completion of the bidding stage, an automatic verification of the business entity's size will be conducted with the Federal Revenue Service.







9.2. The system will identify microenterprises and small businesses in a specific column and compare their values with those of the highest-ranked bidder. If the top-ranked bidder is a larger business, as well as other classified bidders, the provisions of Articles 44 and 45 of Complementary Law No. 123 of 2006, regulated by Decree No. 8.538 of 2015, will be applied.

9.3. In these conditions, proposals from microenterprises and small businesses that are within 5.00% above the lowest price will be considered tied with the highest-ranked bidder..

9.4. The best-ranked microenterprise or small business, as per the previous item, will have the right to submit a final offer to break the tie, which must be lower than the top-ranked bidder's offer, within a period of 05 (five) minutes controlled by the system, starting from the automatic notification.

9.5. If the best-ranked microenterprise or small business either withdraws or does not respond within the specified timeframe, other microenterprises and small businesses within the 5.00% interval will be invited, in order of their classification, to exercise the same right within the timeframe established in the previous subitem.

9.6. In the event of equivalent values presented by microenterprises and small businesses within the specified intervals, a draw will be conducted to determine which entity will first have the opportunity to present a better offer.

## 10. BIDDING SESSION

10.1. The public bidding session, conducted by the Bidding Agent, will occur on the date, time, and electronic system indicated on the cover of this Notice.

10.2. During the public session, communication between the Bidding Agent and the bidders will occur exclusively through message exchanges in the designated field of the electronic system.

10.3. At the date and time of the public session opening, the Bidding Agent will review the submitted proposals, immediately disqualifying those that do not comply with the requirements established in this Notice and its Annexes or that contain irreparable defects.

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

10.3.2. The failure to disqualify a proposal does not preclude its final judgment in the acceptance phase.

10.4. It is the bidder's responsibility to monitor the operations in the electronic system during the public session, bearing the risk of losing business due to non-compliance with any system messages or disconnection.

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

10.6. The system will provide a dedicated field for message exchanges between the Bidding Agent and the bidders.

10.7. Once the competitive phase begins, bidders must submit bids exclusively through the electronic system, being immediately informed of their receipt and the recorded value.

10.8. Bids will be submitted based on the **LOWEST GLOBAL PRICE**.

10.8.1. Bids for imported products in the electronic system should be in accordance with the Clauses and Conditions for Proposals for Imported Materials - Annex I of this Notice, converted to Brazilian Reais (BRL), based on the Ptax exchange rate of August 2, 2024. This rate can be checked at the following link: <https://www.bcb.gov.br/conversao>.

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

10.10. A bidder may only offer a bid lower than the last one submitted and recorded by the system.

10.10.1. The minimum percentage difference between bids, applicable to both intermediate bids and the bid covering the best offer, should be 0.05% (five hundredths of a percent).

10.10.2. The interval between bids submitted by the same bidder must not be less than 20 (twenty) seconds, and the interval between bids must not be less than 3 (three) seconds.

10.11. Two or more bids of the same value will not be accepted; the bid received and recorded first will prevail.

10.12. During the public session, bidders will be informed in real-time of the value of the lowest recorded bid, but the bidder's identity will not be revealed.

10.13. The bidding mode will be "OPEN," where bidders will submit public and successive bids.

10.14. The bidding phase will last ten minutes. If a bid is placed in the last two minutes of this period, the session will be automatically extended by the system.

10.14.1. The automatic extension, as described in the previous item, will last two minutes and will continue successively if bids are received during this extension period, including intermediate bids.





- 10.15. If no new bids are placed as per the previous items, the public session will automatically close.
- 10.16. If the competitive phase ends without automatic extension by the system, the Bidding Agent, with support from the team, may justifiably restart the public session for bids to achieve the best price.
- 10.17. In the event of disconnection with the Bidding Agent during the competitive phase, the electronic system may remain accessible to bidders for bid submission.
- 10.18. If the electronic system is disconnected from the Bidding Agent for more than ten minutes, the public session will be suspended and restarted only after twenty-four hours from the communication of the fact by the Bidding Agent to the participants on the electronic site used for disclosure.
- 10.19. If the bidder does not submit bids, they will compete with the initially registered proposal value.
- 10.20. Tie situations can only occur between identical proposals not followed by bids.
- 10.20.1. After applying the tie-breaking criteria in Articles 44 and 45 of Complementary Law No. 123 of December 14, 2006, if a tie persists, preference will be given, successively, to:
- 10.20.1.1. National bidders;
  - 10.20.1.2. Brazilian companies;
  - 10.20.1.3. Companies investing in research and technology development in Brazil;
  - 10.20.1.4. Companies that comply with legal requirements for reserved positions for persons with disabilities or for rehabilitated individuals from Social Security and that meet accessibility rules.
- 10.21. If the tie persists, the winning proposal will be drawn by the electronic system among the tied proposals or bids..
- 10.22. Negotiation Phase: After the bidding phase, the Bidding Agent will send a counterproposal through the electronic system to the bidder with the lowest global price to obtain a better offer, with negotiation only allowed under the conditions specified in this Notice.
- 10.22.1. Negotiation will be conducted through the system and can be monitored by other bidders.
- 10.22.2. The BIDDING AGENT WILL REQUEST THE HIGHEST-RANKED BIDDER TO, WITHIN 03 (THREE) BUSINESS DAYS, SUBMIT A PROPOSAL ADJUSTED TO THE LAST OFFER AFTER NEGOTIATION, ALONG WITH THE PRODUCT CATALOG/DATASHEET, THE DOCUMENTATION FOR QUALIFICATION, AND, IF APPLICABLE, ADDITIONAL DOCUMENTS NECESSARY TO CONFIRM THOSE REQUIRED IN THIS NOTICE.**
- 10.23. After the price negotiation, the Bidding Agent will begin the proposal acceptance and judgment phase.
- 10.24. The maximum contract price will be made public after the bidding phase, without prejudice to the disclosure of detailed quantities and other necessary information for proposal preparation.
- 10.25. It is the bidder's responsibility to monitor the operations in the electronic system during the public bidding session, bearing the risk of losing business due to failure to observe any system messages or disconnection.
- 10.26. During the public session, bidders will be informed in real-time of the value of the lowest recorded bid. The system will not identify the bidder to other participants.
- 10.27. After the bidding phase, bidders may register their questions for the Bidding Agent through the electronic system at any time.

## 11. SUBMISSION AND ACCEPTABILITY OF THE WINNING PROPOSAL

- 11.1. Upon completion of the bidding phase and after verifying possible ties and negotiations, the Bidding Agent will examine the proposal ranked first for its compliance with the object and the compatibility of the price in relation to the estimated price for contracting as stated in this Notice and its attachments.
- 11.2. The bidder presenting the LOWEST GLOBAL PRICE will be considered the winner of the bidding process.
- 11.3. Any offer of advantage not provided for in this Notice and its attachments will not be considered.
- 11.4. In verifying the compliance of the best proposal—lowest price—with the requirements of this Notice, any proposal will be disqualified if it:
- 11.4.1. Contains incurable defects;
  - 11.4.2. Does not meet the requirements or fails to comply with the specifications outlined in this Notice or imposes conditions;
  - 11.4.3. Presents a final price higher than the estimated price;
  - 11.4.4. Offers a manifestly unfeasible price;
  - 11.4.5. Does not demonstrate its feasibility when required by the Bidding Agent;







- 11.4.5.1. The Bidding Agent may conduct due diligence to assess the feasibility of the proposal or require the bidder to demonstrate it.
- 11.5. A proposal is considered unfeasible if it presents symbolic, negligible, or zero-value prices.
- 11.6. The Bidding Agent may request the bidder to submit a supplementary digital document through the system's available functionality within a period of up to 3 (three) business days, under penalty of non-acceptance of the proposal.
- 11.6.1. Among the documents that may be requested by the Bidding Agent are the adjusted cost spreadsheets with the final offered value.
- 11.6.2. The deadline established by the Bidding Agent may be extended upon written and justified request from the bidder, submitted before the expiration of the established deadline and formally accepted by the Bidding Agent.
- 11.7. If the winning proposal or bid is disqualified, the Bidding Agent will examine the next highest proposal or bid, and so on, in the order of classification.
- 11.8. The offer must be firm and precise, strictly limited to the object of this Notice, without containing alternative prices or any other condition that could lead to multiple interpretations, under penalty of disqualification.
- 11.9. The validity period of the Proposal cannot be less than 90 (ninety) calendar days, counted from the date of the opening of the Bidding.
- 11.10. **The final proposal from the bidder ranked first must be submitted within 3 (three) business days from the request of the Bidding Agent in the electronic system and must:**
- 11.10.1. Follow the stipulations provided in Item 07 - Presentation of the Written Proposal - of this invitation document.
- 11.10.2. Be signed and initialed by the bidder or their legal representative;
- 11.10.3. Include a description of the object, including information about the specifications in the Terms of Reference.
- 11.10.4. Include the total and unit price of the quoted item, in US Dollars (USD or US\$) or Brazilian Reals (R\$);
- 11.10.5. Include the bank details, account number, and branch of the winning bidder for payment purposes;
- 11.10.6. Declare explicitly that the delivery deadline will be according to the Terms of Reference.
- 11.11. No claims of errors, mistakes, or distortions in the preparation of price proposals will be accepted as justification for requesting any increases, economic and financial rebalancing, or any indemnifications or reimbursements related to the object of the bidding process.
- 11.12. The final proposal must be documented in the records and will be considered during the execution of the contract and in the application of any sanctions to the CONTRACTOR, if applicable.
- 11.12.1. All specifications of the object contained in the proposal are binding on the Contractor.
- 11.13. Proposals containing the description of the object, the value, and the supporting documents will be available on the Transparency Portal of MT. Participações e Projetos S.A after the approval.
- 11.14. The realigned written proposal must include the total price of the object in US Dollars (USD or US\$) or Brazilian Reals (R\$), and must be indicated in both Arabic numerals and in words. In case of discrepancies between the values, the indication in words will prevail, except for justified reasons arising from subsequent events accepted by the Bidding Agent or for changes intended to correct obvious errors or formal omissions, provided they do not prejudice the understanding of the proposals and documents, or in the case of submitting a merely explanatory document that complements a pre-existing one or to provide counter-evidence and demonstrate an error in the decision made by the Administration.
- 11.14.1. For the conversion of the winning bid from the bidding phase to the realigned written proposal, the values proposed in the national currency (real) in the electronic phase must be converted into US Dollars (USD or US\$), based on the Ptax purchase exchange rate of August 2, 2024, used in determining the estimated value of the bidding, through the following link: <https://www.bcb.gov.br/conversao> .

## 12. QUALIFICATION

- 12.1. The bidder with the lowest price proposal must submit the qualification documents exclusively through the electronic system, within a maximum period of 03 (three) business days, along with the realigned proposal, after the closing of the public session or from the moment determined by the bidding agent, unless a prior justification accepted by MT PAR is provided, under penalty of disqualification.
- 12.1.1. In the case where the bidder with the lowest price proposal is of foreign nationality, it will be permitted to submit the original documents at this stage, provided they are accompanied by a free translation into Portuguese.





- 12.1.2. In case of an inability to submit the qualification documents via the platform, provided that this is duly proven, the bidder may send such documents via email to: [licitacoes@mtpar.mt.gov.br](mailto:licitacoes@mtpar.mt.gov.br). MT PAR will then make them available to the other bidders who submitted an initial proposal.
- 12.1.3. Documents for qualification may have dates and times subsequent to the call for the Bidding Agent, provided that the deadline specified in item 12.1 for submitting the documentation is observed.
- 12.2. As a prerequisite to examining the qualification documentation of the bidder with the highest-ranked proposal, the Bidding Agent will check for any potential non-compliance with the participation conditions, particularly regarding any sanctions that may prevent participation in the bidding or future contracting, by consulting the following registries:
- 12.2.1. Consolidated Inquiry of Legal Entities from the Federal Court of Accounts (<https://certidoes-apf.apps.tcu.gov.br/>)
- 12.2.2. State Registry of Unfit or Suspended Companies – CEIS/MT.
- 12.3. The consultation of the registries will be conducted in the name of the bidding company and also its majority shareholder, in accordance with Article 12 of Law No. 8,429 of 1992, which provides, among the sanctions imposed on those responsible for committing acts of administrative misconduct, the prohibition of contracting with the public authority, including through a legal entity in which they are a majority shareholder.
- 12.3.1. Attempts at circumvention will be verified through corporate links, similar supply lines, among other factors.
- 12.3.2. The bidder will be summoned to provide a statement before their disqualification.
- 12.4. If an impeditive sanction is found, according to the Internal Regulations of Bids and Contracts of MT PAR, the Bidding Agent will consider the bidder disqualified due to a lack of participation conditions.
- 12.5. The Bidding Agent may consult the official websites issuing the certificates regarding legal qualification, tax compliance, labor compliance, economic and financial qualification, and technical qualification.
- 12.5.1. If the Bidding Agent is unable to obtain the corresponding certificate through the official website, or if the certificate is found to be expired, the bidder will be summoned to submit a valid document proving compliance with the requirements of this Notice, under penalty of disqualification. However, this is subject to the provisions regarding the proof of tax compliance for microenterprises and small businesses, as stated in Article 43, § 1 of Law No. 123 of 2006, regulated by Decree No. 8,538/2015.
- 12.6. BIDDERS ESTABLISHED IN BRAZIL must present the following qualification documentation:
- 12.6.1. **Documentation related to Legal Qualification**
- 12.6.1.1. Registration with the National Registry of Legal Entities - CNPJ;
- 12.6.1.2. Constitutive document according to the type of business entity;
- 12.6.1.3. For Individual Microentrepreneurs (MEI): Certificate of Individual Microentrepreneur Status (CCMEI), acceptance of which will be conditioned upon verification of authenticity on the website [www.portaldoempreendedor.gov.br](http://www.portaldoempreendedor.gov.br);
- 12.6.1.4. In the case of a foreign company operating in the country, authorization decree and, when required by the activity, a registration act or operating authorization issued by the competent authority;
- 12.6.1.5. The above documents must be accompanied by all amendments or the respective consolidation.
- 12.6.1.6. Valid identification document of the bidder's representative. In the case of representation by power of attorney, it must be a public instrument; both the power of attorney and the representative's identification document must be presented. If it is a private instrument, the power of attorney must have notarized signatures of the grantor, along with valid identification documents of both the grantor and the representative.
- 12.6.1.7. **Joint Declaration in accordance with the model attached to this notice - Annex II.**
- 12.6.2. **Documentation related to Tax and Labor Compliance**
- 12.6.2.1. Joint Certificate of Federal Taxes, Federal Debt, and Social Security.
- 12.6.2.2. Certificate of Compliance with the Severance Pay Fund (FGTS);
- 12.6.2.3. Proof of Compliance with the State Treasury and State Debt, issued by the competent authorities of the creditor's headquarters or domicile;
- 12.6.2.4. If the bidder is based or domiciled in a state other than Mato Grosso, a joint certificate of tax and non-tax liabilities from the SEF (State Treasury Department) and PGE (Attorney General's Office) of Mato Grosso must also be presented.
- Note: If the bidder classified as a Microenterprise (ME) or Small Business (EPP) presents





any restrictions regarding tax or labor compliance, the right provided in §1 of Article 4 of Decree 8,538/2015 will be ensured.

**12.6.3. Documentation related to Economic and Financial Qualification**

12.6.3.1. Negative certificate of bankruptcy request, issued by the court clerk of the bidder's headquarters, which must be within the validity period stated on the certificate itself. If the certificate is issued in the positive form, the bidder must prove, through a certificate issued by the competent judicial authority, that the recovery plan has been accepted in the judicial sphere in accordance with Article 58 of Law No. 11,101/2005, and that the recovery plan is being duly complied with, demonstrating that the bidder is economically and financially capable of participating in the bidding process under Law No. 13,303/2016.

**12.7. FOREIGN BIDDERS must present the qualification documents as follows:**

**12.7.1. Legal Qualification:**

- 12.7.1.1. Foreign identifier (TIN, DUNS, or another identifier officially adopted by the Brazilian government);
- 12.7.1.2. Official personal identification document with a photo issued by the country of origin, for partners and directors, as well as their spouses/partners;
- 12.7.1.3. Marriage certificates of the director(s) and partner(s);
- 12.7.1.4. Power of attorney for the legal representative in Brazil, whether an individual or legal entity, with explicit powers to receive citations and respond administratively or judicially;
- 12.7.1.5. Proof of legal existence, through a valid document from the foreign company's country of origin, related to the constitutive act, bylaws, or operating agreement, duly registered in the country of origin;
- 12.7.1.6. Updated documents of the election of administrators and recent amendments or the respective consolidation;
- 12.7.1.7. Proof of registration of the sworn translator responsible for translating the bidder's documents at the Commercial Registry or relevant agency, for the case of the winning foreign bidder;
- 12.7.1.8. Joint Declaration in accordance with the model attached to this notice - Annex II.

**12.7.2. Tax and Labor Compliance:**

- 12.7.2.1. Declaration issued by a competent authority in the company's country of origin, stating that the company is not in debt for taxes at all levels of government in the country of origin, or a certifying certificate;
- 12.7.2.2. Declaration issued by a competent authority in the company's country of origin, stating the absence of labor debts with employees and unemployed individuals, or a certifying certificate.

**12.7.3. Economic and Financial Qualification:**

- 12.7.3.1. Certificate issued by an official authority in the country of origin, attesting that the foreign bidding company is not undergoing bankruptcy, judicial recovery, or any similar process.

**12.8. BIDDERS ESTABLISHED IN BRAZIL AND FOREIGN BIDDERS must also present:**

**12.8.1. Documentation related to Technical and Operational Qualification**

12.8.1.1. Proof of ability to execute an object of technological and operational complexity equivalent to or greater than the subject of this contract, or the relevant item, through the presentation of a certificate or statement verifying the supply of at least 50.00% (fifty percent) of the estimated quantity for the most relevant items listed below, issued by public or private legal entities:

Single Table			
Lot	Items to be Proven	Unit	Qt. Required





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Single	Fixed outdoor LED panel: with a pixel pitch of 4 mm or less, 3-in-1 SMD LEDs; brightness equal to or greater than 6000 nits and pixel density equal to or greater than 62,500 pixels per square meter; dimensions of 960x960 mm; rear or front maintenance; IP65 ingress protection on both front and rear; with flatness equal to or less than 0.4 mm, suitable for outdoor environments; pressure-cast aluminum material; manual and automatic brightness control; adjustable color temperature; viewing angle equal to or greater than 140 degrees horizontal and 120 degrees vertical; contrast ratio equal to or greater than 4000:1, with 14-bit processing depth and frame refresh rate equal to or greater than 3840 Hz; maximum power equal to or less than 850 watts per square meter, and typical power equal to or less than 350 watts per square meter; input voltage between 200 and 240 Vac, with input frequency of 60 Hz; lifespan equal to or greater than 100,000 hours and minimum warranty of 3 years.	Unit	295 units of fixed outdoor LED panels with a pixel pitch of 4 mm or less.
	Fixed outdoor LED panel: with a pixel pitch of 6 mm or less, 4 meters in diameter in spherical shape; 3-in-1 SMD LEDs; brightness equal to or greater than 6000 nits; rear or front maintenance; IP65 ingress protection on both front and rear; with flatness equal to or less than 0.4 mm, suitable for outdoor environments; manual and automatic brightness control; adjustable color temperature; viewing angle equal to or greater than 140 degrees horizontal and 120 degrees vertical; contrast ratio equal to or greater than 4000:1, with 14-bit processing depth and frame refresh rate equal to or greater than 3840 Hz; maximum power equal to or less than 850 watts per square meter, and typical power equal to or less than 330 watts per square meter; input voltage between 200 and 240 Vac, with input frequency of 60 Hz; lifespan equal to or greater than 100,000 hours and minimum warranty of 3 years; with ground mounting structure.	Unit	1 unit of fixed outdoor LED panel with a diameter of 2 meters in spherical shape.

12.8.1.1.1. For the purpose of proving quantity, the presentation of multiple certificates that, when combined, meet the minimum quantity required for each item will not be accepted. The bidder must present a single certificate that demonstrates the supply of the minimum required quantity for each item in a single contract or supply.

12.8.1.2. The certificate(s) issued by a public legal entity must properly identify the signatory (name, position, and CPF or registration number).

12.8.1.2.1. In the case of a certificate issued by a private company, certificates issued by a company belonging to the same corporate group as the bidder will not be considered.

12.8.1.2.1.1. Companies controlled by or controlling the bidding company, or those having at least one common individual or legal entity who is a partner, owner, or shareholder in both the issuing company and the bidding company, will be considered as belonging to the same corporate group.

12.8.1.3. If the certificate does not contain all the necessary information to prove the requirements, it may be complemented by other suitable means, such as registered contracts, invoices, and pro forma invoices.

12.8.1.4. If the Bidding Agent deems it necessary, the Bidder will be asked to provide all essential information to prove the legitimacy of the submitted certificates. This may include, among other documents, a copy of the contract supporting the engagement, invoices/bills, purchase orders, the current address of the contracting party, and the location where the products were supplied. These and other supplementary information may be requested through due diligence.

12.8.1.5. There is no requirement for the nomenclature in the certificate to be identical to that used in defining the object being addressed, as long as it is sufficient to prove the capacity to supply the object.

12.8.2. **The catalog/datasheet for the product listed in the Single Table must be presented obligatorily.**

12.8.2.1. In the case of catalogs in a foreign language, they must be accompanied by a properly translated version in Portuguese.

12.8.3. The bidder with a certificate or certificate in a foreign language must present it accompanied by a properly translated version in Portuguese, exempting the requirements for subsequent translation by a sworn translator and consularization by the Brazilian consulate in its headquarters.

12.9. If there is a need to submit additional qualification documents necessary to confirm those required in this



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Notice, the bidder will be called to submit them in digital format via the system within 5 (five) business days, under penalty of disqualification.

12.10. Certificates without an expiration date will only be accepted if their issuance dates do not exceed 90 (ninety) days prior to the date of submission.

12.11. The Bidding Agent reserves the right to request consultations and issue expired documents available at their respective online addresses during the bidding process.

12.12. Proof of compliance with requirements through the presentation of non-digital original documents will only be necessary if there is doubt regarding the integrity of the digital document.

12.13. Documents with different CNPJ (or equivalent) indications will not be accepted, except for those legally permitted.

12.14. After the winner is declared, if the most advantageous proposal was submitted by a microenterprise or small business, and if a fiscal regularity restriction is identified, the company will be called to prove the regularization within 5 (five) business days. The deadline may be extended for an equal period.

12.14.1. Failure to regularize fiscal matters within the deadline specified in the previous subitem will result in the forfeiture of the right to contract, without prejudice to the penalties provided in this Notice, with the reopening of the public session.

12.15. If a detailed review of the required documents is necessary, the Bidding Agent may suspend the session, which will be resumed with prior notice in the system of the new date and time, with at least 24 hours' notice.

12.16. The bidder will be disqualified if they do not prove their qualification, either by failing to present any of the required documents or by presenting them in non-compliance with the provisions of this Notice.

12.17. In the case of disqualification, the system will conduct a new verification to determine the possible occurrence of a fictitious tie, as provided in Articles 44 and 45 of LC No. 123 of 2006, following the previously established guidelines for the acceptance of the subsequent proposal.

12.18. Once the bidder has met the qualification requirements set forth in the Notice, they will be declared the winner.

12.19. The declaration of the winner will occur immediately after the qualification phase.

### 13. ADMINISTRATIVE APPEALS

13.1. Once the winner is declared, any bidder who submitted an initial proposal will be granted 24 hours to express, in a motivated manner, their intention to appeal against any acts occurring during the public session of the bidding process. The intention to appeal must be filed in the designated field of the system. Failure to provide motivation within the deadline results in the forfeiture of the right to appeal.

13.2. If an appeal intention is expressed, it is the responsibility of the Bidding Agent to verify the timeliness and motivation of the appeal intention to decide whether to admit the appeal, with proper justification.

13.2.1. At this stage, the Bidding Agent will not address the merits of the appeal but will only verify the conditions for the admissibility of the appeal, assessing the presence of the appeal prerequisites: timeliness, standing, interest, and motivation.

13.2.2. Failure to provide a motivated intention to appeal will result in the forfeiture of the right to appeal.

13.2.3. Once the appeal is admitted, the appellant will have 5 (five) business days to present their reasons via the electronic system. Other bidders will then be notified and given an additional 5 (five) business days to submit their counterarguments, also through the electronic system. This period starts from the end of the appellant's deadline, with immediate access to the essential elements needed to defend their interests.

13.3. Acceptance of the appeal will invalidate only those acts that cannot be remedied.

13.4. The process records will remain accessible to interested parties.

### 14. AWARD AND APPROVAL

14.1. Once the bidder is declared the winner, the bidding process will be subject to approval by the Competent Authority, which will assess the suitability and timeliness of the contract and the legality of the acts performed.

14.1.1. If, due to force majeure or unforeseen circumstances, the approval cannot occur within the validity period of the proposals, the bidding process may be suspended if MT PAR maintains interest. In such cases, a general extension of the validity of the proposals will be requested from all classified bidders for a minimum equal period.







14.2. At any time, the bidding process may be revoked or annulled within the limits set by Law No. 13,303/2016.

## 15. FORMALIZATION OF THE CONTRACT

15.1. Upon the homologation of the bidding process, the winning bidder will be called to sign the contractual instrument within 2 (two) days of the call made by MT PAR. The contract will be based on the model attached to this bidding document.

15.1.1. The period mentioned in the previous item may be extended once for the same duration, upon request by the winning bidder, provided that a justified reason is presented and accepted by MT PAR.

15.1.2. The signing of the contractual instrument must be done digitally, using an ICP-Brasil standard digital certificate or an equivalent. If the supplier is unable to sign digitally, they will be required to visit the MT PAR unit that conducted the bidding to sign the contractual instrument physically.

**15.2. If the winning bidder is of foreign nationality, they must present the qualification documents translated by a sworn translator and apostilled in accordance with Federal Decree 8,660/2016, or its successor, or consularized by the respective consulates or embassies.**

15.2.1. The deadline for submitting documents translated by a sworn translator and apostilled will be up to 20 (twenty) business days after the call from MT Participações e Projetos S.A., which may be extended upon justification and acceptance by MT Participações e Projetos S.A.

15.2.1.1. MT Participações e Projetos S.A. may waive the requirement for sworn translation of the documentation related to technical operational qualification.

15.3. If the winning bidder, called within the validity period of their proposal, does not sign the contractual instrument or does not present a regular situation at the time of signing, they will be subject to the penalties provided for in this bidding document.

15.3.1. In this case, MT Participações e Projetos S.A. may call the next-ranked bidder, respecting the classification of the bidding process and the provisions related to preference for microenterprises and small businesses, to do so within the same period and under the same conditions proposed by the first-ranked bidder, including updated prices, in accordance with the bidding document.

15.4. The winning bidder must present a power of attorney duly notarized, with powers to authorize their representative to sign the contract on behalf of the company, if the representative is not listed in the Company's Articles of Incorporation as authorized to sign on behalf of the bidder.

15.5. The currency to be used in the administrative contract, as well as the contracting procedure, will be either US DOLLAR (USD or US\$) or REAL (R\$).

15.6. The termination of the contractual instrument may occur under the following circumstances:

15.6.1. By unilateral act of either party under the conditions and deadlines described in the Contractual Instrument, ensuring the prior defense of the other party.

15.6.2. By mutual agreement between the parties, formalized in the process, provided that it is convenient for MT PAR and the Contractor.

15.6.3. By judicial determination.

15.6.4. In the cases established in the Contractual Instrument.

15.7. The cases of contractual termination will be formally justified in the process records, ensuring the right to a defense and broad defense.

## 16. RISK MATRIX

16.1. Due to the nature of the procurement and the characteristics of the object (common goods), the risk matrix is not required, as outlined in Article 37 of the Internal Procurement and Contracts Regulations of MT-PAR.

## 17. SUBCONTRACTING

17.1. Subcontracting of the object will not be permitted.

## 18. CONTRACTUAL GUARANTEE







18.1. The rules related to the contractual guarantee are established in the Terms of Reference and in the Draft Contract, attached to this Notice.

## 19. PRODUCT WARRANTY AND TECHNICAL ASSISTANCE

19.1. The rules regarding the warranty of goods or materials and technical assistance are established in the Terms of Reference and the Contract Template attached to this Notice.

## 20. DO REAJUSTE

20.1. The rules regarding adjustment are established in the Terms of Reference and in the Draft Contract, attached to this Notice.

## 21. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

21.1. The obligations of the Contracting Party and the Contracted Party are those established in the Terms of Reference and the Draft Contract, attached to this Notice.

## 22. PAYMENT

22.1. The rules regarding payment are established in the Terms of Reference and the Draft Contract, attached to this Notice.

## 23. ADMINISTRATIVE SANCTIONS

23.1. The company that incurs in any of the events provided in this edital will be prohibited from bidding and contracting with MT PAR for a period of up to 2 (two) years, with mandatory registration of penalties in the State Register of Dishonest or Suspended Companies (CEIS), without prejudice to the fines provided in this section and other legal consequences.

23.2. The following penalties may be applied to bidders:

- 23.2.1. Warning and, in case of recurrence, suspension for a period of 3 (three) months;
- 23.2.2. Not maintaining the price proposal under the pretext of mistake, typographical error, or electronic failure, without frustrating the bidding process.
- 23.2.3. Presenting a commercial proposal that does not comply with the edital.
- 23.2.4. Failing to meet deadlines established by the Bidding Agent during the bidding session for any manifestation.
- 23.2.5. Causing delays in the bidding process, but without frustrating it.
- 23.2.6. Not maintaining the price proposal under the pretext of events attributed to third parties, without frustrating the bidding process.
- 23.2.7. Adopting dishonest behaviors different from those specified, without frustrating the bidding process.

23.3. Temporary suspension from participation in bidding and prohibition from contracting for a period of 1 (one) year:

- 23.3.1. Presenting false documents or declarations that cause delays in concluding the bidding process or its frustration.
- 23.3.2. Failing to present the original of a digitized document submitted during the bidding process when requested by MT PAR.





23.4. Temporary suspension from participation in bidding and prohibition from contracting for a period of 1 (one) year and 6 (six) months:

- 23.4.1. Adopting dishonest behaviors not specified, causing the frustration of the bidding process.
- 23.4.2. Not maintaining the price proposal under the pretext of events attributed to third parties, causing the frustration of the bidding process.
- 23.4.3. Failing to present other required documents in the edital, causing the frustration of the bidding process.
- 23.4.4. Presenting a commercial proposal that does not comply with the edital, causing the frustration of the bidding process.
- 23.4.5. Not signing the contract upon invitation, within the validity period of the proposal.
- 23.4.6. Defaming or slandering technical teams and the Bidding Agent, as well as the individuals involved or processes of MT PAR, with accusations or allegations of bidding manipulation, without presenting legal proof in an administrative process initiated.

23.5. Temporary suspension from participation in bidding and prohibition from contracting for a period of 2 (two) years:

- 23.5.1. Frustrating the bidding process through the commission of tax fraud.
- 23.5.2. Frustrating the bidding process in collusion with other bidders.
- 23.5.3. Obtaining financial advantages in the bidding process due to collusion with other bidders.

23.6. In addition to the above penalties, MT PAR may impose a fine of 10% (ten percent) on the total amount of the bid or written proposal.

23.7. It is the responsibility of the Bidding Agent to identify the bidders who have committed the infractions and report the facts to the competent authority, which must initiate an administrative process based on the principles of reasonableness and proportionality.

23.8. Sanctions for acts committed during the course of the contract are provided for in the Contract Instrument.

## 24. BUDGET ALLOCATION

24.1. The budget allocation to cover the referred contract is established in the Term of Reference and the Draft Contract, annexed to this Notice.

## 25. APPLICABLE LEGISLATION, STANDARDS, AND REGULATIONS

25.1. Legislation:

- 25.1.1. Law 13,303/2016 – Regulations for Bidding in State-Owned Companies;
- 25.1.2. Internal Regulations for Bidding and Contracts of MT PAR;
- 25.1.3. Law 12,346/2006 – Norms for Microenterprises (ME) and Small Enterprises (EPP);
- 25.1.4. State Law No. 7,692 of 2022.

## 26. FINAL PROVISIONS

26.1. The minutes of the public session of the bidding process will be published on the electronic system.

26.2. If there is no activity or if any unforeseen event prevents the holding of the bid on the scheduled date, the session will be automatically rescheduled to the next business day, at the same time previously established, unless otherwise communicated by the Bidding Agent.

26.3. The Bidding Agent or the competent authority may, at any phase of the bidding process, conduct due diligence to clarify or supplement the instruction of the process.

26.4. All references to time in the Bid Notice, the announcement, and during the public session will observe Brasília/DF time.

26.5. In the evaluation of proposals and qualification, the Bidding Agent may correct errors or omissions that do not alter the substance of the proposals, documents, or their legal validity, through a reasoned decision, recorded in the minutes and accessible to all, granting them validity and effectiveness for the purposes of qualification and





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classification.

26.6. The rules governing the bidding will always be interpreted in favor of expanding the competition among interested parties, provided that it does not compromise the interest of MT PAR, the principle of equality, the purpose, and the security of the contract.

26.7. Bidders assume all costs of preparing and submitting their proposals, and MT PAR will not be responsible for these costs, regardless of the conduct or outcome of the bidding process.

26.8. In calculating deadlines established in this Bid Notice and its Annexes, the starting day will be excluded, and the expiration day will be included. Deadlines start and end only on business days at MT PAR.

26.9. Failure to meet non-essential formal requirements will not result in the bidder's exclusion, provided that the act can still be utilized, observing the principles of equality and public interest.

26.10. The bidder is responsible for the accuracy and legitimacy of the information provided and the documents presented at any phase of the bidding. The falsification of any document presented or the inaccuracy of the information contained therein will result in the immediate disqualification of the bidder, or, if the bidder is the winner, the termination of the contract, without prejudice to other applicable sanctions.

26.11. The Bid Notice is available in full at the following electronic addresses: <https://bll.org.br> and <https://www.mtpar.mt.gov.br/licitacoes-trans-sub>.

26.12. This bidding does not necessarily imply an acquisition, and MT PAR may revoke it, in whole or in part, for reasons of public interest arising from an obvious and insurmountable subsequent fact, or annul it for illegality, either ex officio or upon request, through a written and reasoned act, made available in the system for the knowledge of the interested parties in the bidding.

26.13. The Bidding Agent will review the documents of foreign companies that do not operate in the country participating in the bidding process, using by analogy Article 20-A of Normative Instruction No. 3, dated April 26, 2018, and its updates, as well as all legislation related to said article.

26.14. In case of divergence between the provisions of this Bid Notice and its annexes or other documents that make up the process, the provisions of this Bid Notice will prevail.

26.15. The court of Cuiabá, State of Mato Grosso, is chosen to resolve issues arising from this bidding document, with the Parties waiving any other, no matter how privileged it may be.

26.16. This Bid Notice includes, for all purposes, the following annexes:

- 26.16.1. ANNEX I - Clauses and Conditions for Proposal Preparation;
- 26.16.2. ANNEX II - Price Sheet for Equalization;
- 26.16.3. ANNEX III - Joint Declaration;
- 26.16.4. ANNEX IV - Contract Draft;
- 26.16.5. ANNEX V - Terms of Reference.

Cuiabá/MT, August 27, 2024

**WENER SANTOS**

PRESIDENT

MT PARTICIPAÇÕES E PROJETOS S.A - MT PAR





Anexo



**ANNEX I**

**CLAUSES AND CONDITIONS FOR PROPOSAL PREPARATION**

ITEM	NCM	QUANTITY	UN	DESCRIPTION	BRAND/ MODEL	PRICE AT FACTORY/PORT OF SANTOS-SP	
						UNIT PRICE	TOTAL PRICE

1. The proposal must include both unit and total prices for the supply of the item, and must:
  - a. Brazilian companies should provide the quote with the Factory Price.
  - b. Foreign companies must provide the quote using Incoterms CIF 2020 (Cost, Insurance, and Freight), with delivery to the Port of Santos - SP.

The conversion of foreign currency to Brazilian currency (BRL) for the purposes of system entry, price comparison, evaluation, and budget provision will be based on the Ptax purchase rate of August 2, 2024, used in defining the estimated value of the bidding. The conversion can be made through the following link: <https://www.bc> .

2. IF THE BIDDER IS A BRAZILIAN COMPANY:
  - a. A statement that the quoted price, ex-factory, includes all expenses with raw materials, labor, packaging, loading, transportation, unloading, insurance premiums, fees (including administrative), charges, and any operational expenses, taxes (municipal, state, and federal), as well as all labor, social security, and commercial obligations, financial expenses and obligations of any nature, and other direct and indirect expenses, including profit, necessary for the perfect execution of the object of the bidding process.
3. IN THE CASE OF A FOREIGN BIDDER:
  - a. Declaration that the CIF – INCOTERMS 2020 quoted price includes all expenses related to labor, loading, transportation, unloading, insurance premiums, fees (including administration), charges, and any operational expenses, as well as all labor, social security, and commercial obligations, financial expenses of any nature, and other direct and indirect costs, including profit, necessary for the perfect execution of the object of the tender, except for the payment of taxes and fees required for the nationalization of the tendered goods.
  - b. If replacement of the purchased goods is required during the warranty period due to any defect or failure to meet the specifications, MTPAR will arrange for customs clearance, and any related expenses will be reimbursed from the date of the billing notification.



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**ANNEX II - PRICE SCHEDULE FOR EQUALIZATION**

Av. Dr. Hélio Ribeiro, nº 525, Edifício Helbor Dual Business, 5º Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.  
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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 27/08/2024 às 16:43:31.  
Documento Nº: 20242436-5217 - consulta à autenticidade em  
<https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=20242436-5217>



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**ANNEX III**  
**JOINT DECLARATION MODEL**

(Name of the Company) \_\_\_\_\_, CNPJ No. \_\_\_\_\_, located at \_\_\_\_, No. \_\_\_\_, neighborhood \_\_\_\_, ZIP Code \_\_\_\_ Municipality \_\_\_\_\_, through its undersigned legal representative, in compliance with the requirements of Tender Notice No. XXX/2024/MTPAR, DECLARES, under penalty of law, that:

- That it is aware of and agrees to the conditions stated in the notice and its annexes, as well as that it fully complies with the qualification requirements defined in the mentioned document;
- That, up to the present date, there are no impediments to its qualification in the current bidding process, being aware of the obligation to report subsequent occurrences;
- That it does not have any employees under the age of 18 (eighteen) working in night, dangerous, or unhealthy conditions, and individuals under 16 (sixteen) years old in any work, except as apprentices, starting from 14 (fourteen) years old, in accordance with item XXXIII of article 7 of the Federal Constitution.
- That it does not have any public servants from the State Executive Branch in its staff performing technical, commercial, managerial, administrative, or decision-making functions.
- There are no supervening events that could prevent its qualification in the competitive procedure, and it complies with the provisions of articles 38 and 44 of Law No. 13,303/2016;
- That it complies with the provisions of Laws No. 9,777/1998 and No. 10,803/2003, namely, that it does not adopt a labor relationship characterizing forced labor or analogous to slave labor;
- That it is not barred from participating in any phase of the bidding process or being contracted, as it does not fall under any of the cases provided in article 38 of Law 13,303/2016.

Local and date

\_\_\_\_\_  
Digital signature of the legal representative



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**ANNEX IV**

**DRAFT CONTRACT**

**CONTRACT NO. XXX/2024/MTPAR**

CONTRACT BETWEEN **MT PARTICIPAÇÕES E PROJETOS S.A - MT PAR** AND THE COMPANY [...].

**MT PARTICIPAÇÕES E PROJETOS S.A - MT PAR**, registered in the CNPJ/MF under no. 17.816.442/0001-03, with its head office at Av. Dr. Hélio Ribeiro, no. 525, Edifício Helbor Dual Business, 5<sup>th</sup> floor, Alvorada, ZIP CODE 78.048-250, Cuiabá-MT, hereby represented by the President Wener Klesley dos Santos, bearer of ID no. 09670360 SSP/MT, registered within the CPF number 953.137.881-91, hereinafter referred to as the **CONTRACTING PARTY**, and on the other hand the company [...], a legal entity governed by private law, duly registered with the CNPJ under No. [...], located at [...],[...]/[...], hereby represented by Mr./Ms [...], bearer of the CNPJ under No. [...]. [...], bearer of ID Card No. [...] and CPF No. [...], hereinafter referred to as simply **CONTRACTED PARTY**, resolve to enter into this Contract, which shall be governed by Law No. 13.303/2016 and its subsequent amendments, as well as by MT PAR's Internal Bidding and Contracting Regulations and by the principles of the general theory of contracts, the provisions of private law and the clauses and conditions outlined below:

**1. CLAUSE ONE - THE OBJECT**

1.1. Acquisition of XXX

**2. CLAUSE TWO – EXECUTION OF THE CONTRACT**

- 2.1. The legislation applicable to this Contract will be Law No. 13.303/2016 and the Internal Regulations for Bidding and Contracts of MT PAR, as well as the clauses of this instrument and private law principles.
- 2.2. The supply of the object must adhere to specific criteria and routines, which are established in the Terms of Reference attached to this contract, especially in item 04 – MODEL OF EXECUTION OF THE OBJECT.
- 2.3. Compliance with the clauses, conditions, guidelines, and specifications of the Technical Specifications Notebook of the Equipment and the Technical Guidelines Notebook of the Equipment will be mandatory.

**3. CLAUSE THREE – APPLICABLE DOCUMENTS**

- 3.1. The winning proposal of the **CONTRACTED PARTY** and the Bidding Notice No. 041/2024/MTPAR and its annexes are binding on this contract, regardless of their transcription.

**4. CLAUSE FOUR - DURATION**

- 4.1. The term of this Contract is 12 (twelve) months, starting on XX/XX/202X and ending on XX/XX/202X, with the possibility of extension up to a maximum of 05 (five) years.

**5. CLAUSE FIVE - BUDGET RESOURCES**

- 5.1. The expenses arising from this contract will be covered by MT PAR's own resources, allocated in the budget under the following heading:

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UO	Program	Project/Activity	Nature and expenditure Element	Source
04501	504	1779	44.90.52.000	1.759.0137

**6. CLAUSE SIX - CONTRACT VALUE**

- 6.1. The value of this Contract is R\$ or US\$ XXX (XXX).
- 6.2. This amount includes all costs and expenses, such as: direct and indirect costs, applicable taxes, fees, materials, equipment, labor, social security, fiscal and commercial charges, freight, insurance, training, personnel travel, transportation, warranty, profit, and any other expenses that may be incurred or may arise concerning the value of the contracted object as outlined in the proposal, in accordance with the requirements of the bidding documents and contractual terms. No subsequent claims will be accepted due to the exclusion of any incurred expenses.

**7. CLAUSE SEVEN - PAYMENT AND PAYMENT GUARANTEE**

- 7.1. Payment will be made within a maximum period of 10 business days in Brazilian Reais (R\$), starting from the confirmation of the invoice, Commercial Invoice, or equivalent document by the inspector(s) or inspection committee;
- 7.2. In the event of a delay by the Contracting Party, the amounts owed to the Contractor will be adjusted for inflation from the end of the payment term until the actual payment date, using the IPCA (Índice Nacional de Preços ao Consumidor Amplo) inflation index;
- 7.3. Payment will be made through transfer to the bank account indicated by the CONTRACTOR or via a letter of credit following the rules of UCP 600 ("Uniform Customs and Practice for Documentary Credits") of the International Chamber of Commerce (ICC);
  - 7.3.1. If the proposal was submitted in dollars, the payment amount in Reais will be determined using the exchange rate for the US dollar provided by the Central Bank of Brazil, available on the website: <https://www.bcb.gov.br/conversao>, on the business day immediately preceding the actual payment date;
  - 7.3.2. If a letter of credit is used, it will be issued by Banco do Brasil S/A in favor of the contracted company and guaranteed by a first-line bank indicated by the bidder, in accordance with current legislation. The validity of the letter of credit will correspond to the delivery period of the contracted object, and its release for payment will occur upon communication to the issuer after presentation of the Commercial Invoice or equivalent document along with the Final Receipt Term of the goods.
    - 7.3.2.1. Any amendments to the letter of credit, such as extensions or changes to conditions, will incur expenses borne by the party requesting the amendment.
- 7.4. At the time of payment, tax withholding as required by applicable legislation will be carried out;
- 7.5. **ON ADVANCE PAYMENT**
  - 7.5.1. The contractor will issue an invoice, commercial invoice, or equivalent and suitable document corresponding to the value of the 30% (thirty percent) advance payment as soon as the guarantee is provided, so that the contracting party can make the advance payment;
    - 7.5.1.1. The guarantee must be issued within 48 hours before the actual payment and be in effect at the time of the payment of the first installment of the contractual amount. The contractor may choose between a cash deposit, surety insurance, or bank guarantee;





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- 7.5.1.1.1. In the case of choosing surety insurance, it must be provided through the delivery of the relevant policy issued by an entity operating in the country, in the name of MT PAR, covering the risk of contract breach for the duration of the contract. The contractor must arrange for its extension for the entire duration of the contract, regardless of notification from the contracting party, under penalty of contract termination. Only policies from companies duly authorized for this purpose and registered with the Superintendence of Private Insurance - SUSEP will be accepted;;
- 7.5.1.1.2. In the case of a bank guarantee, it must explicitly waive the benefits of Article 827 of the Civil Code and be issued by an institution authorized by the Central Bank of Brazil for this purpose.
- 7.5.2. The validity of the guarantee provided for the payment of the first installment must cover the entire contractual period;
- 7.5.3. The guarantee, regardless of the chosen modality, will ensure the reimbursement of the full amount of the first installment in the event of total or partial non-performance of the contractual object;
- 7.5.4. The contractor is obliged to return, with monetary correction, the full amount advanced in the case of non-performance of the object;
- 7.5.5. In the case of partial non-performance, the amount related to the unexecuted portion of the contract must be returned;
- 7.5.6. The amount related to the advanced and unexecuted portion of the contract will be monetarily updated by the accumulated variation of the IPCA, or another index that may replace it, from the date of payment of the advance until the date of return.
- 7.6. The settlement will occur according to the rules of the respective section of this instrument.
- 7.7. The advance payment will be made within a maximum period of up to 10 working days, counted from the receipt of the Invoice, Commercial Invoice, or equivalent and valid document;
- 7.8. The advance payment dispenses with the prior certification or receipt of the object, which should occur after the regular execution of the contractual portion related to the advanced amount.
- 8. CLAUSE EIGHT - PRICE ADJUSTMENT**
- 8.1. The prices are fixed and non-adjustable for a period of one year from the base date of the proposal.
- 8.2. During the contract term and upon the contractor's request, the contracted prices may be adjusted after the lapse of one year, applying the IPCA/IBGE index exclusively for obligations initiated and completed after the annual period.
- 8.3. For adjustments following the first one, the minimum interval of one year will be counted from the financial effects of the last adjustment.
- 8.4. In the event of delay or non-disclosure of the adjustment index, the CONTRACTING PARTY will pay the CONTRACTOR the amount calculated based on the last known variation, settling any difference once the definitive index is disclosed. The CONTRACTOR is required to provide a calculation statement for the price adjustment of the remaining value whenever it occurs.





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- 8.5. If the established index for adjustment is discontinued or otherwise cannot be used, it will be replaced by whatever is determined by the legislation in force at that time.
- 8.6. In the absence of legal provisions regarding a replacement index, the parties will select a new official index for adjusting the price of the remaining value through an addendum.
- 8.7. The adjustment will be executed by means of an addendum.

**9. CLAUSE NINE - ECONOMIC-FINANCIAL REBALANCING**

- 9.1. During the term of the Contract, the CONTRACTOR may request a review of the prices to maintain the economic-financial balance achieved during the bidding process. This request must be based on the conditions outlined in Article 81, item VI, of Law No. 13.303/2016, including detailed cost breakdowns.
- 9.2. Requests for economic-financial rebalancing or price adjustments must undergo both accounting (if applicable) and legal analysis by the CONTRACTING PARTY to assess the feasibility of the request. Failure to comply with this requirement will invalidate the requests.
- 9.3. If the request is approved, the economic-financial rebalancing will be formalized through an addendum to the contract.

**10. CLAUSE TEN – ADDITION AND SUPPRESSION OF QUANTITY**

- 10.1. Provided that the CONTRACTOR consents, the CONTRACTING PARTY may increase or decrease the contract quantity by up to 25% (twenty-five percent), in accordance with the provisions of TCU Decision No. 1.536/2016. Compensation for these adjustments is not permitted..
- 10.2. Any agreed-upon increase and/or decrease in quantities will be recorded through an addendum to the contract.

**11. CLAUSE ELEVEN – OBLIGATIONS OF THE CONTRACTOR**

- 11.1. The CONTRACTOR must deliver the Products in perfect condition, as per the specifications, deadline, and location stated in the Contract and its annexes, accompanied by the respective invoice/proforma invoice or similar document. The documentation must include details such as brand, manufacturer, model, origin, and warranty or validity period, as well as other requirements specified in the Reference Term.
- 11.2. The CONTRACTOR must provide all necessary clarifications or information requested by the CONTRACTING PARTY or contract inspectors, ensuring access at any time to the manufacturing site of the goods and documents related to the execution of the contract.
- 11.3. Throughout the contract term, the CONTRACTOR must maintain all qualification and habilitation conditions consistent with the obligations assumed.;
- 11.4. The CONTRACTOR will bear the costs resulting from any errors in the dimensioning of their proposal, including variable costs due to future and uncertain factors, except in cases outlined in § 1º of art. 151 of the MT PAR Internal Regulation of Bidding and Contracts.
- 11.5. The CONTRACTOR is responsible for all labor, social, social security, tax, commercial, and other obligations under applicable legislation, with non-compliance not transferring responsibility to MT PAR;
- 11.6. No labor or social security charges, including work accident costs, taxes, or civil liabilities of any nature, will be attributed to or communicated to the CONTRACTING PARTY.
- 11.7. The CONTRACTOR must maintain all habilitation and qualification conditions required in the bidding process throughout the contract term and provide proof whenever requested by MT PAR.
- 11.8. The CONTRACTOR must comply with regular determinations issued by the contract inspector and provide all requested clarifications or information;

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- 11.9. The CONTRACTOR is responsible for repairing, correcting, removing, reconstructing, or replacing, at their expense, any goods with defects, faults, or inaccuracies resulting from the execution or materials used, within the timeframe set by the contract inspector;
  - 11.10. The CONTRACTOR is liable for defects and damages arising from the execution of the contract and for any damages caused to the Administration or third parties. This liability includes covering damages through deductions from payments or guarantees if required;
  - 11.11. The CONTRACTOR must keep confidential all information obtained during the execution of the contract;
  - 11.12. Foreign companies without authorization to operate in the country must designate a legal representative in Brazil with express powers to receive summons and respond on behalf of the bidder in administrative and judicial matters related to this bidding and its resulting contracts;
  - 11.13. The CONTRACTOR must fulfill all obligations in the contract, its annexes, and their proposal, assuming all risks and expenses related to the proper and complete execution of the contract.
  - 11.14. The CONTRACTOR is responsible for defects and damages in accordance with articles 12, 13, and 17 to 27 of the Consumer Protection Code (Law No. 8.078, of 1990).
  - 11.15. The CONTRACTOR must maintain confidentiality regarding all information obtained as a result of fulfilling the contract.
  - 11.16. The CONTRACTOR will bear the costs resulting from any errors in the dimensioning of their proposal, including variable costs arising from future and uncertain factors, except in cases listed in § 1º of art. 151 of the MT PAR Internal Regulation of Bidding and Contracts.
  - 11.17. The CONTRACTOR is responsible for all expenses necessary for the perfect execution of the object in accordance with the established Reference Term.
  - 11.18. The CONTRACTOR must notify the CONTRACTING PARTY within 2 (two) business days of any changes to address, bank account, phone number, email, or other relevant information necessary for receiving correspondence.
  - 11.19. The CONTRACTOR may not publicize or share any information regarding the contracted activities without prior authorization from the CONTRACTING PARTY;
  - 11.20. The CONTRACTOR must present the habilitation phase documents of the bidding process with certified translation in the country and apostilled as per Decree No. 8.660, of January 29, 2016, or its successor, or consularized by the respective consulates or embassies, for documents in foreign languages.
  - 11.21. The CONTRACTOR must assume any other obligations described in the contract and its annexes..
  - 11.22. Failure to comply with the assumed obligations will result in contractual non-compliance, leading to contract termination and other legal sanctions, with guarantees for due process and defense for the CONTRACTOR.
- 12. CLAUSE TWELVE – OBLIGATIONS OF THE CONTRACTING PARTY**
- 12.1. Provide the CONTRACTOR with all necessary elements and data required for the proper execution of the contract;
  - 12.2. Ensure that all obligations assumed by the CONTRACTOR are fulfilled in accordance with the contract and its annexes;
  - 12.3. Receive the goods within the time frame and under the conditions specified in the Terms of Reference;
  - 12.4. Notify the CONTRACTOR in writing of any defects, faults, or inaccuracies found in the supplied goods, so that they can be replaced, repaired, or corrected, either in whole or in part, at the CONTRACTOR's expense;
  - 12.5. Monitor and oversee the execution of the contract and the fulfillment of obligations by the CONTRACTOR;



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- 12.6. Make payments to the CONTRACTOR for the provided goods in accordance with the agreed time frame, method, and conditions.
- 12.7. Apply sanctions to the CONTRACTOR in the event of non-compliance with the contractual terms;
- 12.8. Explicitly issue decisions on all requests and complaints related to the execution of the contract, except for requests that are manifestly irrelevant, merely delaying, or of no interest to the proper execution of the agreement.
- 12.9. Respond to any requests for reestablishment of economic-financial balance made by the CONTRACTOR within a maximum of 30 days.
- 12.10. Pay customs expenses and tax obligations in Brazil when acquiring goods directly from abroad by MT PAR..
- 12.11. At any time, require the CONTRACTOR to provide proof of the conditions required for the contract..
- 12.12. Thoroughly verify, within the stipulated timeframe, the compliance of the received products with the specifications outlined in the contract, project, proposal, and other documents that detail technical descriptions, for purposes of acceptance and final receipt.
- 12.13. Notify the CONTRACTOR in writing of any imperfections, faults, or irregularities found in the supplied goods, so they can be replaced, repaired, or corrected..
- 12.14. Reject all or part of the goods delivered in non-compliance with the contract.
- 12.15. MT PAR will not be liable for any commitments made by the CONTRACTOR with third parties or for any damage caused to third parties resulting from acts by the CONTRACTOR, its employees, representatives, agents, or subordinates.
- 12.16. Do not make payments to the CONTRACTOR while any obligations remain pending..
  - 12.16.1. This will not give rise to rights for price adjustment or monetary updates, as the CONTRACTOR is responsible for the delay.

**13. CLAUSE THIRTEEN – ADMINISTRATIVE SANCTIONS**

- 13.1. The following conduct is considered subject to sanctions, among others:
  - 13.1.1. Failing to digitally sign and submit the contract within the timeframe stipulated by the CONTRACTING PARTY;
  - 13.1.2. Failing to receive, without justification, emails from the CONTRACTING PARTY;
  - 13.1.3. Acting in bad faith in the contractual relationship, proven through a specific process;
  - 13.1.4. Presenting false documents in any administrative process initiated by MT PAR;
  - 13.1.5. Frustrating or defrauding the bidding process and the resulting contract through adjustments, combinations, or any other means;
  - 13.1.6. Using violence, serious threats, fraud, or offering any type of advantage to exclude or attempt to exclude a participant;
  - 13.1.7. Acting in bad faith in the bidding process or the contractual relationship, proven through a specific process;
  - 13.1.8. Committing contractual non-performance;
  - 13.1.9. Preventing, disturbing, or defrauding the execution of any act of the bidding procedure;
  - 13.1.10. Disclosing the confidentiality of a proposal submitted in a bidding procedure or providing a third party with the means to do so;
  - 13.1.11. Using violence, serious threats, fraud, or offering any type of advantage to exclude or attempt to exclude a bidder;



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- 13.1.12. Fraudulently harming MT PAR in a bidding process for the acquisition or sale of goods or merchandise, works, services, or contracts related thereto.
- 13.1.13. Arbitrarily raising prices;
- 13.1.14. Selling counterfeit or deteriorated goods as genuine or perfect;
- 13.1.15. Delivering one type of merchandise instead of another;
- 13.1.16. Altering the substance, quality, or quantity of the supplied merchandise;
- 13.1.17. Unjustly making the proposal more burdensome in any way;
- 13.1.18. Fraudulently or irregularly creating a legal entity to participate in a public bidding or to enter into an administrative contract;
- 13.1.19. Obtaining undue advantage or benefit fraudulently from modifications or extensions of contracts with MT PAR, without legal authorization, in the bidding call, or in the respective contractual instruments;
- 13.1.20. Manipulating or defrauding the economic-financial balance of contracts with MT PAR;
- 13.1.21. Hindering the investigative or supervisory activities of public agencies, entities, or agents, or intervening in their actions, including within regulatory agencies and oversight bodies.
  - 13.1.21.1. Proof of the above practices will result in administrative and judicial responsibility for the bidder or contractor, and, if it is a legal entity, will entail the individual responsibility of the company's executives and administrators/managers as authors, co-authors, or participants in the unlawful act, in accordance with Law No. 12,846 of 2013. A Responsibility Investigation Process must be conducted in accordance with State Decree No. 522 of April 15, 2016.
- 13.2. The warning sanction is applicable whenever the act committed, although unlawful, is not sufficient to cause harm to MT PAR, its facilities, people, image, environment, or third parties..
  - 13.2.1. Repetition of the warning sanction may lead to the application of a penalty such as a fine or suspension.
- 13.3. Non-compliance with the obligations assumed by the CONTRACTOR, without justification accepted by the CONTRACTING PARTY and ensuring prior and broad defense, may result in the following administrative sanctions:
  - 13.3.1. **Warning:**
    - 13.3.1.1. A written warning will be issued for non-compliance with any contractual obligations deemed minor infractions, understood as those not causing significant harm to the contract object;
    - 13.3.1.2. Repeated issuance of a warning may lead to penalties such as fines or suspension.
  - 13.3.2. **Late Payment Fine:**
    - 13.3.2.1. For unjustified delays in the delivery of equipment/products, the fine will be calculated using the following equation:

$$M = V \times N \times F$$

M = value of the penalty

V = value corresponding to the Service Order, phase, stage, or installment of the delayed service;

N = period of delay in calendar days;





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F = progressive percentage factor according to the table below:

PERIOD OF DELAY IN CALENDAR DAYS	Penalty Percentage Factor
1º- Up to 10 days	5%
2º- From 11 to 20 days	7,5%
3º- From 21 to 30 dias	10%

**13.3.3. Compensatory Penalty:**

- 13.3.3.1. A compensatory penalty of 25% of the contract value will be applied for total non-performance of the contract object, which is configured when the Contractor fails to execute the contracted object, completely violating the contractual obligations.
- 13.3.3.2. In the case of partial non-performance, the penalty, at the same percentage as the above subitem, will be applied proportionally to the unmet obligation.

- 13.4. Suspension of the right to participate in bidding and prohibition from contracting with MT PAR for up to 2 (two) years;**
- 13.5. The penalties of suspension from bidding and prohibition from contracting with MT PAR will follow the provisions of Articles 171 to 173 of the MT PAR Internal Regulations on Bidding and Contracts.
- 13.6. The sanctions provided in items 13.3.1 and 13.4 of this clause may be applied in conjunction with the penalties of fines..
- 13.7. In the case of unilateral termination by the contractor, where MT PAR has not caused the termination, the following consequences will apply, without prejudice to the sanctions provided in the MT PAR Internal Regulations on Bidding and Contracts and other applicable legislation:
- 13.7.1. Execution of the contractual guarantee, if required, to cover the penalty and compensate for any damages suffered by MT PAR;
- 13.7.2. In the event of insufficient contractual guarantee, retention of credits resulting from the contract up to the limit of the damages caused to MT PAR.
- 13.8. Total or partial non-performance of the contract, where MT PAR has not caused the non-performance, may lead to its termination with the applicable consequences..
- 13.9. In the event of a contractual infraction penalized with a fine, the contractor must be formally notified to present a preliminary defense.
- 13.10. Failure to pay the imposed fine will result in appropriate legal measures. Repeated non-payment may lead to the application of the sanction of suspension from participating in bidding and prohibition from contracting with MT PAR for up to 2 (two) years.
- 13.11. Payment of the contractual fine does not relieve the contractor of the obligation to compensate for damages exceeding the fine suffered by MT PAR.
- 13.12. Fines due and/or damages caused to the Contractor will be deducted from the amounts to be paid, or collected in favor of MT PAR, or deducted from the guarantee, or, if necessary, registered as Active Debt of the State and judicially collected.
- 13.13. If determined by the CONTRACTING PARTY, the fine must be paid within a maximum of 10 (ten) calendar days from the date of receipt of the communication sent by the competent authority.
- 13.14. If the fine amount is insufficient to cover the damages caused by the contractor's conduct, MT PAR may pursue the remaining amount judicially, according to Article 419 of the Civil Code.





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- 13.15. The competent authority, when applying sanctions, will consider the severity of the infringer's conduct, the educational nature of the penalty, and the damage caused to MT PAR, adhering to the principles of Proportionality and Reasonableness.
- 13.16. No sanction will be applied without the proper administrative process, ensuring that the CONTRACTOR is afforded the right to a defense and ample opportunity to contest.
- 13.17. The applied sanctions will be reported to the General Supplier Registration of the State of Mato Grosso by the CONTRACTING PARTY for recording.

**14. CLAUSE FOURTEEN – AMENDMENT**

- 14.1. Any potential contractual changes will be governed by the provisions of Articles 138 to 152 of the Internal Regulations on Bidding and Contracts of MT PAR.

**15. CLAUSE FIFTEENTH – TERMINATION**

- 15.1. The parties may terminate the contract amicably, unilaterally, or judicially, as outlined in Articles 161 to 165 of the MT PAR Internal Regulations for Bidding and Contracts.
- 15.2. The CONTRACTOR acknowledges the rights of the CONTRACTING PARTY in the event of unilateral termination due to total or partial non-performance of the contract.

**16. CLAUSE SIXTEENTH - CONTROL AND MONITORING**

- 16.1. The monitoring of the contract involves verifying the conformity of its proper execution to ensure full compliance with the agreed terms. This should be carried out by the designated contract inspector, in accordance with the Internal Regulations of Bidding and Contracts of MT PAR
- 16.2. Notwithstanding that the Contractor is solely and exclusively responsible for the execution of the object, the CONTRACTING PARTY reserves the right, without in any way limiting the fullness of this responsibility, to exercise the broadest and most complete oversight over the supply of goods.
- 16.3. The duties of the inspector(s) include, but are not limited to:
  - 16.3.1. Clarify doubts of the contractor's representative that fall within their scope of authority, forwarding issues to the appropriate departments when outside their competency.
  - 16.3.2. Verify the execution of the contractual object, receive the goods, and formalize certification for payment purposes.
  - 16.3.3. Proactively resolve issues that may affect the contractual relationship.
  - 16.3.4. Reject goods that do not comply with the specifications of the contracted object.

**17. CLAUSE SEVENTEENTH – CONTRACTUAL WARRANTY**

- 17.1. No contractual guarantee will be required.

**18. CLAUSE EIGHTEENTH – PRODUCT WARRANTY AND TECHNICAL ASSISTANCE**

- 18.1. The contractual warranty period for the goods shall be at least 36 months, starting from the first business day following the date of final acceptance of the item;
- 18.2. If the warranty period offered by the manufacturer is shorter than what is established in this clause, the contractor must extend the warranty of the offered goods for the remaining period;





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- 18.3. The warranty covers the repair or replacement of any component, system, equipment, product, or material that shows discrepancies in characteristics or any design errors and manufacturing defects, at the contractor's expense;
- 18.3.1. The contractor will be exempt from liability if improper use by the contractor is verified and proven, in which case the burden of proof of misuse will fall on the contractor, including the costs for issuing technical reports and other expenses related to verifying and proving the improper use by the contractor;
- 18.4. If any defects or discrepancies in the characteristics of the goods are identified during the warranty period, the contractor will be notified in writing by the client, with an agreed-upon deadline for correction;
- 18.4.1. The repaired and/or replaced goods must be returned to MT PAR within a maximum of 30 days;
- 18.4.2. Goods that show defects or faults during the warranty period must be replaced with new, first-use, and original items that meet the same or superior quality and performance standards as those of the components used in the equipment's manufacture.
- 18.5. Goods repaired and/or replaced within the warranty period must have their warranty renewed for the full period defined in item 18.1;
- 18.6. MT PAR will make the goods subject to defect/divergence communication available and will receive them at the delivery address defined after the respective corrections. MT PAR may also dispatch the goods through a carrier or postal service, provided that the contractor sends the voucher, agreement code, or any other means for collection at no cost to the contractor for sending the item.
- 18.6.1. The contractor is responsible for the execution and costs of load handling, loading/unloading, shipping/receiving, transport, and customs clearance, among other necessary actions for completing the provisions mentioned above, regardless of whether these actions are carried out in Brazil and/or abroad.
- 18.6.2. When legal requirements prevent the contractor from carrying out customs clearance, MT PAR will perform it at the contractor's expense.
- 18.7. If the contractor is unable to correct the defects, MT PAR may carry out the necessary repairs directly or through third parties, at the contractor's expense and with prior notice. The contractor acknowledges responsibility for reimbursing MT PAR for the incurred costs, but this responsibility is limited to the adjusted contractual value.
- 18.8. The end of the contractual term does not exempt the contractor from responsibilities related to the warranty of the goods.

**19. CLAUSE NINETEEN - RISK MATRIX**

- 19.1. Due to the nature of the contract and the nature of the object (common object), the risk matrix is not required, as provided by Article 37 of the Internal Regulations of Bidding and Contracts of MT-PAR.

**20. CLAUSE TWENTY - CONTRACT TERMINATION**

- 20.1. The contract will terminate when the obligations of both parties are fulfilled, even if this occurs before the stipulated term.
- 20.2. Obligations that are not fulfilled within the stipulated period will result in the extension of the contract's validity until the completion of the object, in which case the CONTRACTED PARTY must adjust the schedule fixed for the contract, and the CONTRACTING PARTY must



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formalize the necessary extensions up to the limit provided in Article 71 of Law 13,303/2016 and Article 128 of the Internal Regulations of Bidding and Contracts of MT-PAR.

- 20.3. When the failure to complete the contract, as referred to in the previous item, is due to the fault of the CONTRACTED PARTY:
- 20.3.1. It will be considered in default, and the respective administrative sanctions will be applied;
  - 20.3.2. MT PAR may choose to terminate the contract, and in this case, will take the measures permitted by law for the necessary provisions.

**21. CLAUSE TWENTY-FIRST - GENERAL DATA PROTECTION LAW**

- 21.1. The parties commit to protecting the fundamental rights of freedom and privacy and the free development of the individual's personality concerning the processing of personal data, including in digital media, in accordance with the General Data Protection Law - LGPD (Law No. 13,709, of August 14, 2018).

**22. CLAUSE TWENTY-SECOND - SUBCONTRACTING**

- 22.1. The Contractor is prohibited from transferring, assigning, subcontracting, negotiating, using in any way as collateral or security, whether commercial or bank-related, as well as transacting with third parties of any legal personality, the obligations, responsibilities, and other clauses established in the contractual instrument.

**23. CLAUSE TWENTY-THIRD - OMISSIONS**

- 23.1. Omissions will be decided by the CONTRACTING PARTY, according to the provisions in the Internal Regulations of Bids and Contracts of MT PAR, Law No. 13,303/2016, and, subsidiarily, according to the provisions in Law No. 8,078, of 1990.

**24. CLAUSE TWENTY-FOURTH - PUBLICATION OF THE EXTRACT**

- 24.1. The CONTRACTING PARTY will arrange for its publication in the Official Gazette of the State of Mato Grosso, as provided for in Law No. 13,303/2016.

**25. CLAUSE TWENTY-FIFTH - ANTI-CORRUPTION**

- 25.1. For the execution of this contract, neither party may offer, give, or promise to give anyone, nor accept or promise to accept from anyone, either directly or indirectly, any payment, donation, compensation, financial advantage, or benefits of any kind related to the object of this contract or otherwise, including by intermediaries. This also applies to representatives and collaborators.

**26. CLAUSE TWENTY-SIXTH - JURISDICTION**

- 26.1. The forum of Cuiabá, State of Mato Grosso, is elected to resolve all issues arising from this Contract, being the competent court for any judicial measures resulting from this instrument, to the exclusion of any other, no matter how privileged. And, being in agreement, the parties sign this Contract in 02 (two) copies of equal content and form.

Cuiabá/MT, xxx xxx, 2024

XXX

XXX

Av. Dr. Hélio Ribeiro, nº 525, Edifício Helbor Dual Business, 5º Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.  
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CONTRACTED PARTY

**MT PARTICIPAÇÕES E PROJETOS S.A – MT PAR**

WENER SANTOS

CONTRACTING PARTY

Av. Dr. Hélio Ribeiro, nº 525, Edifício Helbor Dual Business, 5º Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.  
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**ANNEX V**

**TERMS OF REFERENCE**

Av. Dr. Hélio Ribeiro, nº 525, Edifício Helbor Dual Business, 5º Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.  
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