



Governo de Mato Grosso
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Term of Reference

1. OBJECT

1.1. Acquisition of LED panels for Parque Novo Mato Grosso, according to the specifications, conditions, quantities, and requirements established in this document and its annexes.

LOT / ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY
1 / 1	Outdoor Fixed LED Panel: with a pixel pitch equal to or less than 4 mm, 3-in-1 SMD LEDs; brightness equal to or greater than 6000 nits and pixel density equal to or greater than 62500 pixels per square meter; dimensions of 960x960mm; rear or front maintenance; IP65 ingress protection on the 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 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	UN	591
1 / 2	Indoor Rental LED Panel: with a pixel pitch equal to or less than 4 mm, 3-in-1 SMD LEDs; brightness equal to or greater than 4000 nits	M2	60



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	and pixel density equal to or greater than 62500 pixels per square meter; dimensions equal to or less than 1000 mm in width and length; rear or front maintenance; IP54 ingress protection on the front and rear, with flatness equal to or less than 0.4 mm, suitable for indoor 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 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; with a modular floor-mounting structure and "flight case" transport boxes.		
1 / 3	Outdoor Fixed LED Panel: with a pixel pitch equal to or less than 6 mm and 4 meters in diameter in a spherical shape; 3-in-1 SMD LEDs; brightness equal to or greater than 6000 nits; rear or front maintenance; IP65 ingress protection on the 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 refresh rate equal to or greater than 3840 Hz; maximum power equal to or	UN	1





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	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 a floor-mounting structure		
1 / 4	Modular Video Controller with a capacity for 19 million pixels; main interface includes 1 Genlock input with loop, 1 RS232 serial port, 1 USB 3.0 port, and 1 GbE control port; input interfaces include 1 HDMI Type A port or 1 DP (1x4K@60Hz), 4 3G-SDI ports (4x2K@60Hz), 4 HDMI Type A ports (4x2K@60Hz), 2 RJ45 GbE ports, and 1 USB 3.0 port. Output interfaces consist of 6 10G fiber ports (3 main and 3 backup). The monitoring interface has 1 HDMI 1.4 port for input preview and output monitoring (minimum 1920x1080@60Hz); supports simultaneous playback of 4x4K or 16x1080P, multiple window and layer display, window roaming, free stitching, and cropping of the input source. Control is done through 1 Ethernet port, 2 USB ports (input and output), and 1 GENLOCK (IN & LOOP); color management with independent adjustments for each input and output source in brightness, color temperature, RGB gain, contrast, saturation, and brightness compensation; device control via LAN, RS232, and Web; power supply 100~240V 60Hz; includes software and accessories with 3 years warranty. (Colorlight X100Pro-4U or similar)	UN	1
1 / 5	Video Controller with a capacity for 6.5 million pixels; with inputs for 1x HDMI 2.0, 1x HDMI 1.4, 1x DVI, 1x 3G-SDI, and 1x 10G fiber port,	UN	5



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	supporting input up to 4096x2160@60Hz and frame rates up to 240 Hz; with outputs including 10 Gigabit network ports, 2 10G fiber ports, supporting looped video output and up to 1x 4Kx1K@60Hz or 2x 2Kx1K@60Hz; 1 HDMI 1.3 port for preview or video output; with frame rates up to 240 Hz, and support for 8-bit and 10-bit video processing; with capabilities for cutting, switching, and scaling video at broadcast level, supporting display of at least 3 layers with independent size and position adjustments, latency-free operation in bypass mode, support for HDR display and Genlock with loop; with color management including independent adjustments for hue, saturation, contrast, and brightness compensation at output, brightness and color temperature adjustments; with HDMI port supporting audio via multifunction card or HDMI input; with USB port for control, RS232 serial communication protocol, and LAN port for TCP/IP control; power supply 100~240V 60Hz; includes control software, accessories, and 3 years warranty. (Colorlight VX10 or similar)		
1 / 6	Video Controller with a capacity for 3.93 million pixels; with inputs for 1x HDMI 2.0, 1x HDMI 1.4, 1x DVI, 1x 3G-SDI, and 1x 10G fiber port, supporting input up to 4096x2160@60Hz and frame rates up to 240 Hz; with outputs including 10 Gigabit network ports, 2 10G fiber ports, supporting looped video output and up to 1x 4Kx1K@60Hz or 2x 2Kx1K@60Hz; 1 HDMI 1.3 port for preview or video output; with frame rates up to 240 Hz, and support for 8-bit and 10-bit video processing; with capabilities for cutting, switching, and scaling video at broadcast level, supporting	UN	4





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	display of at least 3 layers with independent size and position adjustments, latency-free operation in bypass mode, support for HDR display and Genlock with loop; with color management including independent adjustments for hue, saturation, contrast, and brightness compensation at output, brightness and color temperature adjustments; with HDMI port supporting audio via multifunction card or HDMI input; with USB port for control, RS232 serial communication protocol, and LAN port for TCP/IP control; power supply 100~240V 60Hz; includes control software, accessories, and 3 years warranty. (Colorlight VX6 or similar)		
1 / 7	16K Media Server, with the capability to play two 8K videos and provide output for eight 4K videos at 60Hz; with screen configuration, splitting, mounting, and recombination capabilities, multiple layers; with 8 DP1.4 outputs, each capable of 4K at 60Hz; with a maximum playback capability of at least 16384x4320 at 60Hz; with 1 1GB LAN port, 2 USB 2.0 ports, 1 COM port, VGA video port, remote management port, 2 USB 3.2 ports, 1 10Gb LAN port, Type-C port, 7.1 audio output ports, 1TB M.2 SSD, Intel CPU with 16 cores and 32 threads, 128GB RAM, SDI or DVI capture card, 2 16GB Quadro or higher graphics cards, 3.5mm audio input, and multi-channel output, network bandwidth of 1GbE and 10GbE; power supply 200 ~ 240V 60Hz; includes accessories and software with 3 years warranty. (Colorlight CS16K or similar)	UN	1
1 / 8	8K Media Server, with the capability to play four 4K videos at 60Hz; video output with 4 DP1.4 ports capable of 4096x2160 at 120Hz and	UN	2





	a combined maximum resolution of 8192x4320 at 60Hz; 1TB M.2 SSD, Intel CPU with 10 cores and 20 threads, 32GB RAM, SDI or DVI capture card, and one 16GB Quadro or higher graphics card; with audio input and output; with 4 DP1.4 outputs; 2 1GbE LAN ports, 2 USB 3.1 ports, 2 USB 2.0 ports, 1 GbE port, 1 USB 3.1 Gen 2 Type-C port, 1 optical Opt S/PDIF port, 1 COM port, VGA video port, remote management port, 2 USB 3.2 ports, 1 10Gb LAN port, Type-C port, and 7.1 audio output ports; power supply 200 ~ 240V 60Hz; includes accessories and software with 3 years warranty. (Colorlight CS20-8KPro or similar)		
1 / 9	Optical Transceiver with 1 Dual-LC 10GB/s port and 10 Neutrik RJ45 Gigabit Ethernet outputs; supports photoelectric conversion; and single-mode fibers compatible with video controllers; power supply 200 ~ 240V 60Hz.	UN	15

- 1.2. The goods to be purchased have their technical specifications and all other conditions described in Annex II of this document.
- 1.3. In the event of any discrepancy between the specifications on the Procurement Portal and those contained in Annex II, the description in the technical specifications document will always prevail.

2. JUSTIFICATION AND DESCRIPTION OF THE NEED FOR THE CONTRACT

Parque Novo Mato Grosso is an ambitious and innovative project being developed by MTPAR in the city of Cuiabá/MT. It is designed as a multifunctional and versatile space with the vision of hosting a wide range of events, from concerts to business, cultural, and sporting events. However, its value goes beyond entertainment and business, as it is intrinsically linked to the idea of providing culture, leisure, sports, and recreational activities to the community.





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The central objective of this park goes beyond being merely a space for entertainment and business; it is also deeply connected to recognizing sports, leisure, and culture as social rights within the state of Mato Grosso. Its purpose is to provide the population of Mato Grosso, as well as visitors, with a place to access a wide range of sports, recreational, and cultural activities.

With its wide range of facilities and activities, Parque Novo Mato Grosso has the potential to serve all layers of society, from those with higher purchasing power to the more humble members of the community. It will stand out as a place where culture and leisure are accessible and inclusive for all citizens, regardless of their social or economic status.

This project will cover a vast area of approximately 300 hectares and will house a range of impressive facilities, providing a valuable source of culture and leisure for the population of Mato Grosso and enhancing the quality of life. Among these facilities, we can highlight: a racetrack, karting track, museums, a show space, a Ferris wheel over 100 meters high, a family space, Wet Play, Dry Play, Extreme Park, a food court, a waterfront square, Vila das Nações, Casa Cuiabana, Tree of Life, and many others that are currently in the design phase.

Within this context, the LED panels, both indoor and outdoor, will play a crucial role in the visual communication of the park. These panels will be used in a variety of contexts, covering different areas and facilities within the park.

One of the defining features of LED display screens is their remarkable image quality. The combination of high resolution, vibrant color reproduction, and exceptional brightness ensures that images are presented with impressive clarity, even under direct sunlight or in well-lit environments, and can reach and engage people from a distance, which is crucial in such a large space. Thus, the LED panels will be strategically placed along the park's circulation areas to provide useful information and updates, such as interactive maps, event information, schedules, operating hours, news, safety alerts, weather conditions, and more, enhancing the visitor experience. Additionally, there is the potential for selling advertising space, generating ancillary revenue.

The panels will also be used in various types of equipment. The ability to display vivid visuals, animations, and video content, along with mapped projections to create sensory experiences, adds an extra layer of engagement for the audience. The show space is an ideal setup to demonstrate the practical use of LED panels within Parque Novo Mato Grosso: the panels can serve as a dynamic backdrop for performers, displaying images, videos, and visual effects during shows, conveying details about the artists, show times, and sponsors, as well as synchronized



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lighting with the event, creating an immersive experience for the audience.

The technical details of the LED panels have been carefully considered by the electrical engineering team to ensure that the models have features that allow for versatile and optimized performance across various spaces and equipment at Parque Novo Mato Grosso. The LED panels to be acquired will be manufactured with high-quality materials and cutting-edge technology, ensuring their durability and weather resistance. Additionally, they are easy to install and maintain, energy-efficient, and have an extremely long lifespan, making them a practical and cost-effective solution. With the standardization of the panels, it is also expected to achieve benefits in preventive and corrective maintenance and cost savings through economies of scale during the bidding phase.

3. CONTRACTING REQUIREMENTS

3.1. The contractor will be responsible for observing, regardless of citation, the laws, decrees, regulations, instructions, resolutions, ordinances, and federal, state, and municipal standards, as well as the directly and indirectly applicable technical standards related to the contract. Therefore, the future contractor cannot claim ignorance, misunderstanding, doubts, or oversight of any detail related to the execution of the contract, and will be responsible for any costs arising from these issues;

Subcontracting

3.2. The contractor is prohibited from transferring, assigning, subcontracting, negotiating, or using as collateral or guarantee, whether commercial or banking, or engaging with third parties of any legal entity, the obligations, responsibilities, and other clauses established in the contract, without the competent, express, and formal approval of MT PAR;

Contract Guarantee

3.3. No contract guarantee will be required. However, it should be noted that measures such as payment upon delivery and the requirement for insurance related to advance payments, among others, have been adopted to mitigate financial risk to MT PAR;

Submission of Samples

3.4. Samples will not be required, but companies must meet the evaluation and acceptability



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criteria for the products in technical aspects.

4. MODEL OF EXECUTION OF THE OBJECT

Delivery Time and Conditions for Products and Spare Parts

- 4.1. The LED panels must be supplied ready for installation and connection to the electrical network and accessories. All internal connections of the panels must be delivered already assembled and ready for immediate use.
- 4.2. The delivery time for the goods is up to 4 months from the issuance of the Supply Order;
 - 4.2.1. If delivery cannot be made by the specified date, the company must communicate the reasons at least 10 days in advance so that any request for an extension of the deadline can be reviewed, except in cases of force majeure or unforeseen circumstances.
- 4.3. The delivery will be a single event, unless the Supply Order(s) allows for partial delivery or if authorized in writing by MT PAR;
- 4.4. In addition to the products described in item 1 of this document, the contractor must provide spare parts as per the quantities described in the specifications document, Annex II of this instrument.
- 4.5. The supplier must ensure the availability of spare parts for the purchased LED screens for a period of 5 years. Discontinued products will not be accepted. The list of spare parts should include critical components such as LED modules, power supplies, connection cables, controllers, and any other essential parts for the operation and maintenance of the equipment. The spare parts must be supplied with the same quality and specifications as the original components, and the corresponding technical documentation must be made available to facilitate proper replacement and maintenance.
- 4.6. For international bidders, the CIF (Cost, Insurance, and Freight) Incoterm will be adopted, specifying that the delivery of LED panels must occur at the Port of Santos. Under this term, the foreign supplier will be responsible for the costs of transportation



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and insurance up to the destination port, ensuring that the products arrive in Brazil with all transportation and insurance charges included in the offered price. This measure aims to ensure that the logistics costs and risks up to the point of unloading in the national territory are the supplier's responsibility, providing greater cost predictability for MT PAR;

- 4.7. For national bidders, MT Participações e Projetos S.A. (MT PAR) will collect the products directly from the warehouse or factory of the CONTRACTED party, as specified in the commercial proposal and contract. This approach reduces transportation and insurance costs for local suppliers, aligning with the specifics of the bidding process;
- 4.8. In the case of a foreign Contractor without authorization to operate in the country, the Contractor must ship the goods accompanied by a Commercial Invoice or equivalent, a Packing List, and a Certificate of Origin (when applicable);

- 4.8.1. For imported goods, for customs purposes, the Commercial Invoice must include the mandatory indications as per Federal Decree No. 6,759/2009.

From the packaging

- 4.9. The Contractor is responsible for packaging and/or packing the goods, which must be suitable for the type of transportation and for maintaining the characteristics and integrity of the goods, without any additional cost to MT PAR.
- 4.10. The LED panels and accessories must be packed in rigid packaging, such as wooden cases (plywood wooden case) or similar. These packages must be sealed and suitable for both sea and land transportation, as well as appropriate for standard loading, unloading, handling, and storage operations. The packaging must include clear identification of the contents and handling instructions.
- 4.11. For the Rental-type LED panels and their structure, they must be packed in "flight cases" according to the specifications



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Proof of technical requirements, certifications, and test reports

- 4.12. The supplier must provide test reports that certify the characteristics required in the terms of reference. All reports must be issued by laboratories certified by INMETRO and/or laboratories with ILAC MRA accreditation.
- 4.13. The certification documentation must be complete and provide evidence that all tests were conducted in accordance with the procedures established in the mentioned standards. Certificates and test reports specified in the technical specifications document, Annex II of this instrument, must be provided.

Warranty, maintenance, and technical support

- 4.14. The contractual warranty period for the goods will be at least 36 months, starting from the first business day following the date of the final acceptance of the item;
- 4.15. If the warranty period offered by the manufacturer is less than that established in this clause, the contractor must extend the warranty for the remaining period;
- 4.16. The warranty includes the repair or replacement of any component, system, equipment, product, or material that presents discrepancies in characteristics, design errors, or manufacturing defects, at the contractor's expense;
 - 4.16.1. The contractor is exempt from liability if improper use by the contracting party is detected and proven, in which case the burden of proof for misuse will fall on the contractor, including the costs for issuing technical reports and any other expenses related to the detection and proof of improper use by the contracting party;
- 4.17. If, during the warranty period, any defects or discrepancies in the characteristics of the goods are detected, the Contracting Party will notify the Contractor in writing, agreeing on a deadline for correction;





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- 4.17.1. The repaired and/or replaced goods must be returned to MT PAR within a maximum of 30 days;
- 4.17.2. The repaired and/or replaced goods within the warranty period shall have their warranty renewed for the full period defined;
- 4.18. MT PAR will make the goods subject to the defect/discrepancy notification available and will receive them after the respective corrections at the designated delivery address. MT PAR may also ship them via 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 Contracting Party for the shipment of the item.
- 4.18.1. The Contractor is responsible for carrying out and covering the costs of cargo handling, loading/unloading, shipping/receiving, transportation, and customs clearance, among other actions necessary to fulfill the provisions outlined in the previous item, regardless of whether these actions are performed in Brazil and/or abroad.
- 4.18.2. When, due to legal requirements, customs clearance cannot be carried out by the Contractor, MT PAR will perform it at the Contractor's expense.
- 4.19. If the Contractor is unable to correct the defects, MT PAR may carry out the necessary repairs, either directly or through third parties, at the Contractor's expense and with prior notification, with the Contractor acknowledging responsibility for reimbursing MT PAR for the expenses incurred, limited, however, to the adjusted contractual amount.
- 4.20. The end of the contract term does not exempt the Contractor from the responsibilities inherent to the warranty of the goods.

5. Contract Management Model

- 5.1. The contract will have a validity period of 12 months and may be extended in accordance with Law 13.303/2016.



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- 5.2. The contract may be formalized in US dollars (USD or US\$) or Brazilian reais (R\$).
- 5.3. The contract must be faithfully executed by both parties, in accordance with the agreed clauses and the rules of the MT PAR Internal Regulations on Bids and Contracts and Law No. 13.303/2016. Each party will be responsible for the consequences of its total or partial non-performance.
- 5.4. Communications between the contracting party and the contractor must be made in writing whenever the act requires such formality, and the use of electronic messages is permitted for this purpose.
- 5.5. The CONTRACTING PARTY may call upon a representative of the CONTRACTOR to take immediate actions that need to be fulfilled.

Inspection

- 5.6. The inspection of the contract consists of verifying the compliance with its proper execution, ensuring that the agreement is fully adhered to. This inspection should be carried out by the contract inspector or a designated inspection committee specifically assigned for this purpose;
- 5.7. Notwithstanding that the Contractor is solely and exclusively responsible for the execution of the object, the CONTRACTING PARTY reserves the right to exercise the most extensive and complete inspection of the supply of goods, without in any way limiting the fullness of this responsibility.
- 5.8. The duties of the inspector(s) or the inspection committee include, but are not limited to:
 - 5.8.1. Clarifying any doubts of the Contractor's representative that fall within their authority, and referring any issues beyond their competence to the appropriate areas;
 - 5.8.2. Verifying the execution of the contractual object, receiving the goods, and formalizing the certification for payment purposes;
 - 5.8.3. Proactively addressing problems that may affect the contractual relationship;



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5.8.4. Rejecting goods that do not comply with the specifications of the contracted object.

6. Adjustment and Revision or Rebalancing

- 6.1. The initially agreed prices are fixed and non-adjustable for a period of one year from the date of the bid.
- 6.2. After the one-year period, the initial prices will be adjusted based on the IPCA index, applied by the contracting party, exclusively for obligations that begin and are completed after the annual period.
- 6.3. During the contract term, the Contractor may request a price review to restore the initial balance between the Contractor's obligations and the Contracting Party's compensation, aiming to maintain the initial economic-financial equilibrium of the contract. This applies in cases of unforeseeable events or foreseeable events with incalculable consequences that delay or prevent the execution of the agreed terms, or in cases of force majeure, fortuitous events, or acts of the prince, which constitute extraordinary and extracontractual economic risk.

7. Obligations of the Contracting Party

- 7.1. Provide the Contractor with all necessary elements and data for the proper execution of the object.
- 7.2. Ensure that the Contractor fulfills all obligations assumed under the contract and its annexes.
- 7.3. Receive the object within the deadlines and conditions established in the Terms of Reference.
- 7.4. Notify the Contractor in writing about any defects, flaws, or inaccuracies found in the provided object, so that it can be replaced, repaired, or corrected, in whole or in part, at the Contractor's expense.



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- 7.5. Monitor and oversee the execution of the contract and ensure that the Contractor fulfills their obligations.
- 7.6. Make the payment to the Contractor for the supply of the object in accordance with the agreed deadlines, form, and conditions.
- 7.7. Apply the sanctions to the Contractor as stipulated in the event of contractual non-compliance.
- 7.8. Explicitly issue decisions on all requests and complaints related to the execution of the object, except for requests that are manifestly irrelevant, merely delaying, or of no interest to the proper execution of the contract.
- 7.9. Respond to any requests for the reestablishment of economic-financial equilibrium made by the Contractor within a maximum of 30 days.
- 7.10. Pay customs expenses and tax obligations in Brazil when the goods are purchased directly by MT PAR from abroad.

8. CONTRACTOR'S OBLIGATIONS

- 8.1. Provide and deliver the goods in the form, within the timeframe, and with the quality stipulated in the Terms of Reference, as well as in its attachments;
- 8.2. Repair, correct, remove, or replace, at their own expense, in whole or in part, within the deadline set by the inspector, any products with defects, flaws, or inaccuracies;
- 8.3. Provide all clarifications or information requested by the Contracting Party or the contract inspectors, ensuring access at any time to the place of manufacture of the goods, as well as to documents related to the execution of the object;
- 8.4. Maintain throughout the entire term of the contract, in alignment with the assumed obligations, all conditions of qualification and eligibility;
- 8.5. Bear the cost arising from any errors in the quantification of their proposal.
- 8.6. Assume all labor, social, social security, tax, commercial, and other obligations required by specific legislation, with non-compliance not transferring responsibility to MT PAR;



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- 8.7. No labor, social security, including work-related accidents, fiscal, or civil responsibility of any nature shall be attributed to or communicated to the CONTRACTING PARTY.
- 8.8. Maintain, throughout the entire term of the Contract, in alignment with the assumed obligations, all qualification and eligibility conditions required in the bidding process, providing proof when requested by MT PAR.
- 8.9. Comply with the regular determinations issued by the inspector and provide all clarifications or information requested by them;
- 8.10. Repair, correct, remove, rebuild, or replace, at their own expense, in whole or in part, within the deadline set by the contract inspector, any goods with defects, flaws, or inaccuracies resulting from the execution or materials used;
- 8.11. Assume responsibility for defects and damages resulting from the execution of the object, as well as any damage caused to the Administration or third parties, without reducing this responsibility to the inspection or monitoring of the contract execution by the contracting party. The contracting party is authorized to deduct the value of the damages suffered from the payments due or from the guarantee, if required;
- 8.12. Maintain confidentiality regarding all information obtained as a result of fulfilling the contract;
- 8.13. In the case of foreign companies without authorization to operate in the country, designate legal representation in Brazil with explicit powers to receive summons and respond on behalf of the bidder in administrative and judicial matters related to this bidding and its resulting contracts;



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9. Criteria for Receipt and Payment

Receipt Criteria

- 9.1. The contracting party will carry out the receipt of the product at the contractor's factory (place of manufacture or storage of goods) through the inspector or oversight committee, in accordance with the terms of the contract and following the verification schedule to be presented by the contractor.
- 9.2. The contractor may only begin the process of packaging for transport and preparing for transfer to the shipping port (in the case of international bidders) upon express authorization from the oversight committee.
- 9.3. The contractor may only begin the process of packaging for transport and preparing for transfer to the shipping port (in the case of international bidders) upon express authorization from the oversight committee.
- 9.4. If the inspector or committee identifies manufacturing defects and/or non-compliance with contractual clauses by the contractor, they must assess the severity of the irregularities and provide an additional deadline for correcting the issues, under the penalty of sanctions for non-compliance.
- 9.5. If the committee identifies significant defects that cannot be resolved within the timeframe specified in the verification schedule, the CONTRACTOR will be responsible for covering all expenses (airfare, lodging, internal transportation, meals, etc.) for the Oversight Committee during a new visit to verify the receipt of the product.
- 9.6. For payment purposes, the percentage corresponding to this product will be processed when Product 03 is properly shipped and the invoice (or equivalent) is certified by the Oversight Committee.
- 9.7. The provisional or final acceptance of the object does not exclude the Contractor's responsibility for damages resulting from incorrect execution of the contract, or, at any time, for the guarantees provided and the responsibilities assumed under the contract and in accordance with applicable legal provisions.



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Settlement and Payment

- 9.8. If there is an error in the presentation of the Invoice, Commercial Invoice, or equivalent document, or if there is a circumstance that prevents the settlement of the expense, it will be suspended until the contractor takes corrective measures. The deadline will restart after the situation is regularized, at no additional cost to the contractor.
- 9.9. In the case of a Brazilian contractor or one authorized to operate in the country, the invoice must be accompanied by proof of tax compliance;
- 9.9.1. Proof of tax compliance with the State Treasury, issued by the State Department of Finance of the creditor's headquarters or domicile.
- 9.9.2. Proof of compliance with the State's Active Debt, issued by the State Attorney General's Office of the creditor's headquarters or domicile.
- 9.9.3. For companies based outside of Mato Grosso, a Joint Certificate of Tax and Non-Tax Liabilities from the SEF (State Finance Department) and the PGE (State Attorney General's Office) of Mato Grosso must also be provided.
- 9.9.4. Joint Certificate of Federal Taxes, Federal Active Debt, and Social Security Contributions.
- 9.9.5. Certificate of FGTS Compliance – CRF.
- 9.10. For a foreign contractor without authorization to operate in the country, if they are unable to provide the required documentation due to specific legislation in their country of origin or lack of equivalence with Brazilian legislation, they must present a declaration explaining the impossibility of compliance.
- 9.11. If the contractor's irregular situation is identified, they will be notified in writing to regularize their situation within 5 (five) business days or, within the same period, submit their defense. The deadline may be extended once for an equal period at the discretion of the contracting party.



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- 9.12. If the situation is not regularized or if the defense is deemed invalid, the contracting party must inform the departments responsible for monitoring fiscal compliance about the contractor's non-compliance, so that the appropriate measures can be taken.

Payment Terms

- 9.13. Payment will be made within a maximum of 10 business days from the certification of the invoice, commercial invoice, or equivalent document by the inspector(s) or oversight committee.
- 9.14. In the case of a delay by the Contracting Party, the amounts owed to the contractor will be adjusted for inflation from the end of the payment deadline until the actual payment date, using the IPCA index for monetary correction.

Payment Method

- 9.15. Payment will be made via transfer to a bank account specified by the CONTRACTOR or through a letter of credit following the rules of UCP 600 ("Uniform Customs and Practice for Documentary Credits") of the International Chamber of Commerce (ICC);
- 9.15.1. If the proposal was submitted in dollars, the payment amount in reais will be obtained by converting the value using the exchange rate of 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.
- 9.15.2. In the case of a letter of credit, 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 object, and its release for payment will occur upon communication to the issuer, after the presentation of the



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Commercial Invoice or equivalent document with the respective Definitive Receipt of the goods.

9.15.3. If an amendment to the letter of credit is necessary, such as an extension or change in conditions, the costs incurred will be borne by the party that caused the amendment.

9.16. At the time of payment, the applicable tax withholding required by law will be applied.

9.17. The contractor who is regularly registered under the Simples Nacional regime, according to Complementary Law No. 123 of 2006, will not be subject to tax withholding for the taxes and contributions covered by that regime. However, payment will be conditioned upon the presentation of proof, through an official document, that the contractor is entitled to the tax treatment benefits provided by the aforementioned Complementary Law.

Advance Payment

9.18. The contractor will issue an invoice, commercial invoice, or equivalent and valid document corresponding to the amount of the 30% advance payment as soon as the guarantee is provided, so that the contracting party can make the advance payment.

9.18.1. The guarantee must be issued within 48 hours before the actual payment and must be valid at the time of payment of the first installment of the contractual amount. The contractor may choose between a cash deposit, a performance bond, or a bank guarantee;

9.18.1.1. If the option is for a performance bond, it must be provided through a policy issued by an entity operating in the country and in the name of MT PAR, covering the risk of contract default for the duration of the contract. The contractor must arrange for its extension for the entire duration of the contract, regardless of any notification from the Contracting Party, under penalty of contract termination. Only policies



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from companies duly authorized for this purpose and properly registered with the Superintendence of Private Insurance (SUSEP) will be accepted;

9.18.1.2. In the case of a bank guarantee, it must explicitly include the guarantor's waiver of 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.

9.18.2. The validity of the guarantee provided for the payment of the first installment must cover the entire contractual period;

9.18.3. 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;

9.18.4. The contractor is obligated to return, with monetary adjustment, the full amount of the advance payment in the event of non-performance of the contract.

9.18.5. In the case of partial non-performance, the contractor must return the amount corresponding to the portion of the contract that was not executed.

9.18.6. The amount related to the advance payment that is not executed under the contract will be updated monetarily based on the accumulated variation of the IPCA, or any index that may replace it, from the date of the advance payment until the date of the return.

9.19. The settlement will occur according to the rules specified in the relevant section of this document.

9.20. The advance payment will be made within a maximum period of up to 10 business days from the receipt of the Invoice, Commercial Invoice, or equivalent and valid document.



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- 9.21. The advance payment dispenses with prior certification or receipt of the object, which should occur after the proper execution of the contractual portion to which the advance payment refers.

10. ADMINISTRATIVE SANCTIONS

- 10.1. The following behaviors are considered subject to sanctions, among others:
- 10.1.1. Failure to respond, without justification, to the summons for signing the contract or equivalent instrument;
 - 10.1.2. Submitting false documents in any administrative process initiated by MT PAR;
 - 10.1.3. Frustrating or defrauding, through agreements, combinations, or any other means, the bidding process and the resulting contract;
 - 10.1.4. Using violence, severe threats, fraud, or offering any type of advantage to remove or attempt to remove a participant;
 - 10.1.5. Acting in bad faith in the bidding process or in the contractual relationship, as proven in a specific process;
 - 10.1.6. Failing to execute the contract;
 - 10.1.7. Preventing, disturbing, or defrauding the performance of any act of the bidding procedure;
 - 10.1.8. Revealing the confidentiality of a proposal submitted in a bidding procedure or providing an opportunity for a third party to breach it;
 - 10.1.9. Using violence, severe threats, fraud, or offering any type of advantage to remove or attempt to remove a bidder;
 - 10.1.10. Committing fraud to the detriment of MT PAR in a bidding process for the acquisition or sale of goods, services, or resulting contracts, such as:
 - 10.1.10.1. Arbitrarily increasing prices;
 - 10.1.10.2. Selling counterfeit or deteriorated goods as if they were genuine or perfect;
 - 10.1.10.3. Delivering one type of goods instead of another;
 - 10.1.10.4. Altering the substance, quality, or quantity of the provided goods;
 - 10.1.10.5. Unfairly increasing the cost of the proposal or the execution of





the contract;

- 10.1.11. Fraudulently or irregularly creating a legal entity to participate in public bidding or enter into an administrative contract;
- 10.1.12. Obtaining undue advantage or benefit fraudulently from modifications or extensions of contracts with MT PAR, without legal authorization, in the bidding announcement, or in the respective contractual instruments;
- 10.1.13. Manipulating or defrauding the economic-financial balance of contracts with MT PAR;
- 10.1.14. Obstructing the investigation or inspection activities of public agencies, entities, or agents, or intervening in their actions, including within regulatory agencies and inspection bodies.

10.1.14.1. Proof of the aforementioned practices will lead to administrative and judicial accountability for the bidder or contractor, and, if the entity is a legal person, will imply individual responsibility for the company's executives and administrators/managers as authors, co-authors, or participants in the illegal act, according to Law No. 12,846 of 2013. An Accountability Investigation Process must be conducted in accordance with State Decree No. 522 of April 15, 2016.

- 10.2. Unilateral termination by the contractor, without cause from MT PAR, results in the following consequences, without prejudice to the sanctions provided in MT PAR's Internal Bidding and Contracting Regulations and other applicable legislation:
 - 10.2.1. Enforcement of the contractual guarantee, if required, for payment of fines and compensation for any damages suffered by MT PAR, including those related to advance payments;
 - 10.2.2. In the case of insufficient contractual guarantee, retention of credits arising from the contract up to the limit of the damages caused to MT PAR.
- 10.3. Any individual or legal entity that acts contrary to MT PAR's Internal Bidding and Contracting Regulations is subject to sanctions, without prejudice to civil and criminal liabilities.
- 10.4. In cases of unjustified delay, partial non-performance, breach of contractual obligations, failure in contract execution, total non-performance of the object, or any





infractions provided for, after ensuring the right to prior defense, the CONTRACTOR may be penalized with the following sanctions:

10.4.1. Warning:

10.4.1.1. The warning sanction is applicable whenever the act, although illicit, does not cause sufficient damage to MT PAR, its facilities, people, image, environment, or third parties.

10.4.1.2. Repeated warnings may lead to the imposition of a fine or suspension.

10.4.2. Late Penalty Fine

10.4.2.1. The late penalty fine is imposed for unjustified delays, calculated using the following equation::

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

M = Amount of the fine;

V = Value of the contract or the overdue installment;

N = Period of delay in calendar days;

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 days	10%

10.4.3. Compensatory Penalty:





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10.4.3.1. A compensatory penalty of 25% of the contract value will be applied for total non-performance of the contract, which is established when the Contractor fails to execute the contracted object, thereby violating all contractual obligations;

10.4.3.2. In the case of partial non-performance, the penalty, at the same percentage as the above item, will be applied proportionally to the unmet obligation;

10.4.4. Suspension of the right to participate in bidding and prohibition from contracting with MT PAR for up to 2 years;

10.5. Administrative sanctions will be applied following the initiation of a regular administrative procedure, ensuring the right to a fair hearing and broad defense.

11. FORMAT, CONDITIONS FOR PROPOSAL PREPARATION, AND SUPPLIER SELECTION CRITERIA

Selection Method and Proposal Evaluation Criteria

11.1. The supplier will be selected through an ELECTRONIC BIDDING procedure, using the LOWEST PRICE criterion in an OPEN bidding format;

11.2. The price proposal must be valid for at least 90 days;

Conditions to be Observed When Preparing the Proposal

11.3. Bidders must thoroughly read all bidding documents and consider the provisions in the attachments when preparing their proposals.

11.4. Both Brazilian and foreign bidders may quote in a foreign currency (U.S. dollars), in accordance with MT PAR's Bidding and Contracting Regulations.

11.5. General Costs and Tax Aspects:

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

11.5.1.1. All proposed values must include all costs related to packaging, taxes (federal, state, and municipal), labor, social security, commercial charges, and any other expenses necessary for the perfect execution of the



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bidding object, except for transportation costs to MT PAR's premises, which will be borne by the Contracting Party;

11.5.1.2. The bidder must account for and include in their proposal all necessary adjustments regarding the rates of IPI (Tax on Industrialized Products), ICMS (State VAT), ISS (Service Tax), PIS (Social Integration Program), COFINS (Social Security Financing), SIMPLES, and CPRB (Social Security Contribution on Revenues), if applicable, including any additional ICMS for interstate sales, if applicable;

11.5.2. For Foreign Bidders Without Authorization to Operate in Brazil:

11.5.2.1. All proposed values must include all costs related to packaging, taxes in the country of origin, maritime transport, insurance, storage, labor, social security, commercial charges, and any other expenses necessary for the perfect execution of the bidding object, EXCEPT for taxes and fees required for nationalization, which will be the responsibility of MT PAR according to current legislation.

11.5.2.2. Specific Delivery Costs and Conditions:

11.5.3. For quotation purposes, international companies must submit their proposals using Incoterms 2020 CIF, with destination to the Port of Santos.

Participation Conditions and Eligibility Requirements

- 11.6. Companies interested in this bidding process, whether national or foreign, that operate in the relevant business sector and demonstrate their qualifications as specified in the Bid Notice, may participate.
- 11.7. Participation is prohibited for cooperatives and companies formed into consortia.
- 11.8. Bidders who are subject to prohibitions under Law No. 13,303/2016 and/or MT PAR's Internal Bidding and Contracting Regulations are not permitted to participate;
- 11.9. The bidding process aims for broad competition but will grant preferential treatment to microenterprises, small businesses, and individual microentrepreneurs (MEI) within the limits set by Complementary Law No. 123 of 2006;
- 11.10. For foreign companies not operating in Brazil, all necessary actions for their participation in the bidding must be carried out by their legal representative in the



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country, with the authority to do so.

Legal Qualification and Fiscal, Social, and Labor Qualification

- 11.11. The legal and fiscal/labor compliance requirements will consist of the demand for documents that demonstrate the ability to acquire rights and assume obligations by the partner, as detailed in the bidding notice;
- 11.12. Foreign companies not authorized to operate in the country may meet the documentation requirements for the qualification phase with equivalent documents, initially presented with a free translation;
- 11.12.1. For the contract signing, the documents referred to in the previous item must be presented with a sworn translation in the country and apostilled according to Federal Decree No. 8,660 of January 29, 2016, or any subsequent replacement, or consularized by the respective consulates or embassies;
- 11.13. The foreign bidder must have a legal representative in Brazil with express powers to receive legal notices and respond to administrative or judicial matters.

Technical Qualification

- 11.14. Proof of capability to execute an object of technological and operational complexity equivalent to or greater than that of this contract, or the relevant item, through the presentation of certificates or attestations confirming the provision of at least 50% of the estimated quantity for the most relevant items listed below, issued by public or private legal entities:

ITEM	Minimum Quantity to be Proven
Fixed Outdoor LED Panel: with a pixel pitch of 4 mm or less, 3-in-1 SMD LEDs; brightness of 6000 nits or higher and pixel density of 62,500 pixels per square meter or higher; dimensions of 960x960 mm; rear or front maintenance; IP65 ingress	295 units of fixed outdoor LED panels: with a pixel pitch of 4 mm or less.





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<p>protection on the front and back, with flatness of 0.4 mm or less, suitable for outdoor environments; die-cast aluminum material; manual and automatic brightness control; adjustable color temperature; viewing angle of 140 degrees horizontal and 120 degrees vertical or higher; contrast ratio of 4000:1 or higher, with 14-bit processing depth and frame refresh rate of 3840 Hz or higher; maximum power consumption of 850 watts per square meter or less, and typical power consumption of 350 watts per square meter or less; input voltage between 200 and 240 Vac, with an input frequency of 60 Hz; lifetime of 100,000 hours or more with a minimum 3-year warranty.</p>	
<p>Fixed Outdoor LED Panel: with a pixel pitch of 6 mm or less and a 4-meter diameter in a spherical format; 3-in-1 SMD LEDs; brightness of 6000 nits or higher; rear or front maintenance; IP65 ingress protection on the front and back, with flatness of 0.4 mm or less, suitable for outdoor environments; manual and automatic brightness control; adjustable color temperature; viewing angle of 140 degrees horizontal and 120 degrees vertical or higher; contrast ratio of 4000:1 or higher, with 14-bit processing depth and frame refresh rate of 3840 Hz or higher; maximum power consumption of 850 watts per square meter or less, and typical power consumption of 330 watts per square meter or less; input voltage between 200 and 240 Vac, with an input frequency of 60 Hz; lifetime of 100,000 hours or more with a minimum 3-year warranty; with ground mounting structure.</p>	<p>1 unit of fixed outdoor LED panel with a 2-meter diameter in a spherical shape.</p>

11.14.1. For the purposes of quantitative proof, the submission of multiple certificates that, when combined, meet the minimum required quantity for each item will not be accepted. The bidder must present a single certificate that proves the supply of the minimum required quantity for each item under a single contract or supply.



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- 11.14.2. The catalog of the product mentioned in the aforementioned document must be submitted without exception.
- 11.14.3. In the case of catalogs in a foreign language, they must be accompanied by a properly translated version in Portuguese.
- 11.14.4. A bidder who has a certificate or attestation in a foreign language must submit it accompanied by a properly translated version in Portuguese, without the need for subsequent translation by a sworn translator or consularization by the Brazilian consulate of their headquarters.
- 11.14.5. The bidder shall provide all necessary information to verify the legitimacy of the certificates, including, when requested, a copy of the contract that supported the engagement, the current address of the contracting party, the location where the contracted object was executed, among other documents.

Price Acceptability Criteria and Proposal Evaluation

- 11.15. For the purpose of determining the most advantageous proposal, the prices proposed by foreign bidders not authorized to operate in the country will be increased by applicable taxes and internalization costs;
- 11.16. The bidder offering the lowest total price will be selected, provided that the specifications of the object and the provisions of the bidding notice and its attachments are met.
- 11.17. The bidder in the leading position must submit to MT PAR, electronically, a Detailed Pricing Spreadsheet in the format provided in the attachment to the bidding notice. This is for evaluating the feasibility and effectiveness of the proposal.
- 11.18. Verification of proposal effectiveness will be conducted, leading to the disqualification of proposals that:
- 11.18.1. Contain incurable defects;
 - 11.18.2. Fail to meet the technical specifications in the bidding instrument;
 - 11.18.3. Present manifestly unfeasible prices;
 - 11.18.4. Exceed the estimated budget for the contract;





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- 11.18.5. Do not demonstrate feasibility, when required by the public company or mixed-capital company;
- 11.18.6. Present non-compliance with other requirements of the bidding instrument, unless such non-compliance can be adjusted to its terms before the adjudication of the object without compromising equal treatment among bidders.

12. ESTIMATED CONTRACT VALUE

- 12.1. The estimated cost of the contract was calculated in accordance with §1 of Article 38 of MT PAR's Internal Bidding and Contracting Regulations. It is confidential and will not be made public before the results of the proposal evaluation are defined. Attached to the process files is the price survey that supported the reference budget.
- 12.2. The market research was conducted through consultations with both national and international markets. However, the national market did not yield positive responses or concrete proposals from suppliers. Consequently, the reference budget in Brazilian reais was calculated based on proposals from international suppliers, including simulated taxes for equalization purposes, and was based on the commercial dollar exchange rate of the day.

13. Budgetary Adjustment

- 13.1. The expenses resulting from this contract are planned under a specific budget allocation, as outlined in the MT-PAR budget, in the classification below, and the commitment note will be issued upon the signing of the contract:
- 13.1.1. Budgetary Unit: 04501
 - 13.1.2. Source: 1.759.0137 / 2.759.0137
 - 13.1.3. PAOE: 1779
 - 13.1.4. Expense Item: 4.4.90.52.000

14. General Conditions





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- 14.1. The following are annexes to this document:
 - 14.1.1. ANNEX I - Technical Declarations and Justifications;
 - 14.1.2. ANNEX II - Technical Specifications Document;
- 14.2. The notice provides more detailed rules regarding the bidding procedure.
- 14.3. The contract provides more detailed rules regarding the execution of the contracted object.

PREPARED BY:

ANTÔNIO JONATAN LIMA SETÚBAL

Administrative Technician

Strategic Projects Unit

MT Par

ACCORDING TO;

LEONE STEFANY GALVÃO

Head of the Strategic Projects Unit and Interim Administrative Director

MT Par

ANDRÉ RENATO PIRANA

Interim Projects Director

MT Par

AUTHORIZATION FOR THE CONTINUATION OF THE ACQUISITION:

Considering the assumption of responsibility for all provided information, I AUTHORIZE the continuation of this acquisition through bidding, provided that the legal formalities for procedural instruction are observed to achieve the object. Furthermore, I emphasize that the documents for the instruction must be attached to the records, in accordance with the current and applicable legislation.

WENER SANTOS

Expense Authorizer



Assinado com senha por ANTÔNIO JONATAN LIMA SETÚBAL - TÉCNICO ADMINISTRATIVO L 10052 / NUCLEO-PROJ-ESTRAT - 28/08/2024 às 11:14:04, WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 28/08/2024 às 11:28:37, ANDRÉ RENATO PIRANA - DIRETOR DE PROJETOS / NUCLEO-PROJ-ENG - 28/08/2024 às 11:36:14 e LEONE STEFANY GALVÃO SILVA - DIRETOR / NUCLEO-PROJ-ESTRAT - 28/08/2024 às 11:51:33.
Documento Nº: 20261536-9875 - consulta à autenticidade em <https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=20261536-9875>



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President Director
MT PAR

ANNEX I - TECHNICAL DECLARATIONS AND JUSTIFICATIONS

Justification for Parceling or Not Parceling the Solution and Justification for Reserving or Not Reserving Quotas for ME/EPP/MEI

When evaluating whether a solution is divisible or not, and whether quotas should be reserved exclusively for companies classified as ME/EPP/MEI, the issue should be analyzed from the following perspectives, according to the understanding of the control bodies:

1. Is it technically feasible to divide the solution?
2. Is it economically viable to divide the solution?
3. Is there a loss of scale when dividing the solution?
4. Does dividing the solution lead to better market utilization and increased competitiveness?

The procurement of items is not deemed suitable for the object of this Terms of Reference, as divisibility could affect the integrity of the products involved in this contract, resulting in harm to the CONTRACTING PARTY.

In this case, the lot will be awarded to a single bidder, without reserving quotas for ME/EPP/MEI. The need for standardization of the goods is crucial to ensure uniformity and compatibility among the items purchased. Parceling the lots could lead to different technical specifications or models, making integration between equipment and future maintenance more difficult.

Therefore, despite the theoretical possibility of division, the strategy of preserving the uniqueness of the bidding ensures the aforementioned benefits, proving to be a convenient and



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advantageous choice. The decision not to parcel the solution goes beyond a simple non-adherence to the general rule; it is a decision based on the pursuit of efficiency, viability, and economic attractiveness, and, above all, effectiveness in achieving the strategic objectives of MT PAR and better serving the public interest.

Justification for the Quantity

The quantity of panels was determined considering both the architectural plans of the equipment (such as the screens at Praça da Orla, the Ticket Offices, and the Show Space) and the master plan of the Park to define the locations along the internal pathways.

The command and control equipment was sized based on the size of each screen and the topology adopted for controlling the panels.

Justification for Conducting an International Tender

Conducting an international tender for the acquisition of LED panels is highly advantageous due to the fact that the foreign market, especially the Chinese market, is a major producer and exporter of these equipment. This approach not only increases the number of potential suppliers but also provides access to global companies that are leaders in the field. The possibility of accessing innovative technologies and high-quality products available in the international market, which may not be found in the domestic market, is a significant advantage.

Additionally, opening the tender to international companies allows for the evaluation of a wider range of products, reducing dependency on local suppliers.

In summary, it expands the pool of competitors and products without affecting the participation of national companies, ensuring fairness among them through the equalization of proposals.

Justification for Adopting Advance Payment

This contract allows for partial advance payment, with the remaining amount paid upon the full execution of the contract, as this is a practice widely adopted in international trade, especially when dealing with companies without prior commercial relationships.





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Advance payment is often seen by the supplier as the main safeguard against non-payment and their only assurance of receiving payment for the goods. Balancing this with the supremacy of public interest is complex. How can we reconcile the need to mitigate the risk of non-payment with the pursuit of efficiency and resource economy? The prevailing understanding is that advance payment is justifiable when it is an essential condition for obtaining the goods or services.

It is important to highlight that this bidding process is designed to attract participants from major exporting markets. In this context, payment terms must align with international trade practices. Otherwise, we risk undermining the effectiveness of the bidding process, turning it into a mere formality and preventing genuine participation from foreign markets.

Justification for Excluding Cooperatives

The object of the tender involves an activity that requires the existence of employment/subordination relationships between the professionals and the legal entity being contracted (Article 5, Law No. 12,690, July 19, 2012).

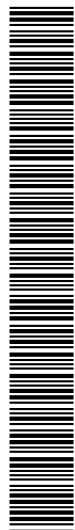
Justification for Excluding Consortiums

The joining of companies with the same technical capacity tends to reduce competitiveness among the potential participants in the bidding process. Moreover, the object is fully capable of being executed without the need for the combined efforts of more than one company.

Justification for Differentiation in Delivery Conditions

The adoption of different delivery conditions for international and national bidders aims to promote a more equitable and fair competition among the participants in the bidding process, adhering to the principles of equality and competitiveness established by Law No. 13,303/2016.

The Brazilian market faces significantly higher production costs due to high tax burdens, labor costs, high input prices, and various other factors. These conditions make domestic products inherently more expensive, which could disadvantage local suppliers in a bid that does not account for these differences.





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International suppliers often benefit from logistical advantages due to economies of scale and lower maritime freight costs. The adoption of the CIF Incoterm for these suppliers ensures that logistical costs up to the Port of Santos are borne by the exporter, leveling the playing field in terms of total costs presented in the bid.

Differentiating delivery conditions is a measure designed to eliminate the logistical and cost advantages that international suppliers might have over domestic ones. For example, the international market operates with CIF Incoterm (as noted in the commercial proposals attached to the records) rather than DPU. Requiring Brazilian bidders to deliver to the designated location in Cuiabá (equivalent to an Incoterm DPU) would incur additional costs not comparable to the delivery conditions applicable to international bidders. By adopting this differentiation, we create a competitive environment where the determining factor is the quality and competitiveness of the proposal, not the extrinsic advantages derived from the geographical location of the supplier.

This approach is expected to enhance the attractiveness of the tender for both international and national suppliers, increasing the number of proposals received and the competitiveness of the bidding process.



Assinado com senha por ANTÔNIO JONATAN LIMA SETÚBAL - TÉCNICO ADMINISTRATIVO L 10052 / NUCLEO-PROJ-ESTRAT - 28/08/2024 às 11:14:04, WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 28/08/2024 às 11:28:37, ANDRE RENATO PIRANA - DIRETOR DE PROJETOS / NUCLEO-PROJ-ENG - 28/08/2024 às 11:36:14 e LEONE STEFANY GALVÃO SILVA - DIRETOR / NUCLEO-PROJ-ESTRAT - 28/08/2024 às 11:51:33.
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