



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



PUBLIC NOTICE OF BIDDING Nº 047/2023/MTPAR

International Eletronic Bidding Nº 047/2023	Opening date: 10/01/2024 08h00min – BRT TIME – Brasília DF
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OBJECT:
Purchase of a panoramic Ferris wheel, to be paced in Novo Mato Grosso Park, in accordance with the requirements, quantities and requirements set out in this Public Notice and its annexes.

ESTIMATED CONTRACT VALUE	DEADLINE FOR SUBMITTING PROPOSALS
CONFIDENTIAL, according to Art. 34 of Law 13.303/16 and Art. 21, §2 of MT PAR's Internal Bidding Regulations.	From 22/12/2023 until the date and time of the opening of the public session
METHOD OF DISPUTE AND JUDGMENT CRITERIA	MICROBUSINESS OR SMALL BUSINESS EXCLUSIVE?
OPEN competition mode, LOWEST PRICE trial	NEGATIVE

CLARIFICATIONS, OBJECTIONS AND SUBMISSION OF DOCUMENTS
E-mail addresses: licitacoes@mtpar.mt.gov.br Subject: Bidding No. 047/2023/MTPAR Telephone Number: + 55 (65) 3622-0133 / +55 (65) 99659-3784

GENERAL REMARKS
<ul style="list-style-type: none"> • Every time reference in the Public Notice, in the regular notices and during the public session, will obligatorily happen during Brasilia-DF time (BRT); • The language used in the tender will be Brazilian Portuguese; • Bidders must register in advance with SICAF at www.gov.br/compras/pt-br/; • Foreign Bidders must follow the SICAF Manual for foreign companies - https://www.gov.br/compras/pt-br/acesso-ainformacao/manuais/manual-sicaf/manual-do-sicaf-para-empresasestrangeiras.pdf; • The Foreign Company must appoint a legal representative in Brazil, with express powers to sign a contract, receive notification, summons, represent and respond administratively or judicially; • The price proposal values to be entered into the ComprasNet system must be offered in national currency (Real - R\$); • • ComprasNet, Technical Support +55 0800 978 9001 - WhatsApp - Lia +55 (61) 99645-2287. Support from Monday to Friday, from 07:00 a.m. to 8:00 p.m. Brasilia time.

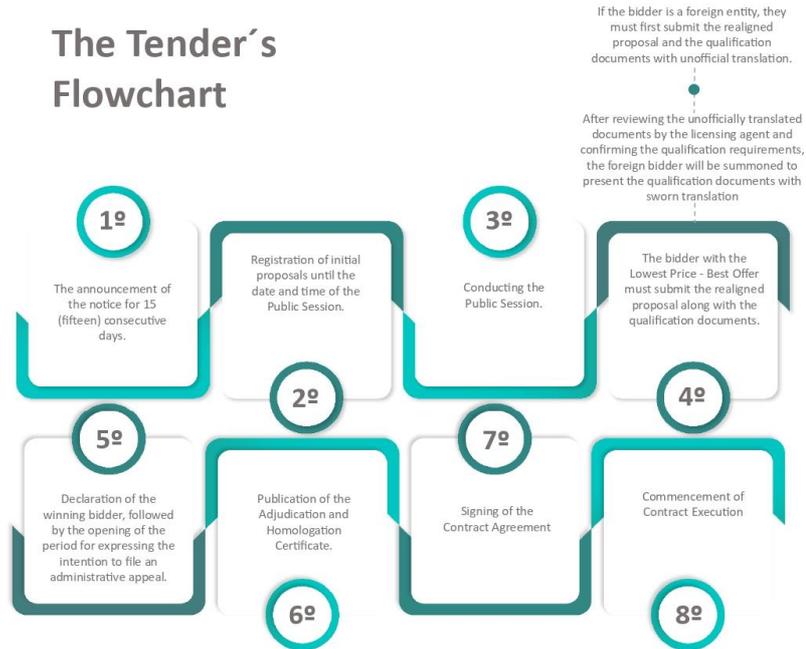
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The Tender's Flowchart



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PREAMBLE

MT PAR hereby announces that it will hold an **INTERNATIONAL** bidding process, in **ELECTRONIC** form, with a judging criterion of **LOWEST GLOBAL PRICE**, and that this bidding process and the consequent contracting will be governed by Law No. 13.303/2016 and by MT PAR's Bidding and Contract Regulations, available at https://www.mtpar.mt.gov.br/files/ugd/04b0f8_067c7d9581d542f68299e4fe9bc9a092.pdf, as well as by the provisions established in this Public Notice and other related legal rules.

Date of the session: 10 of January of 2024.

Time: 8:00 (eight o'clock) Brasilia-DF time, 07:00 (seven o'clock) Cuiabá-MT local time

Venue: Federal Government Purchasing Portal - <https://www.gov.br/compras/pt-br>

Mode of competition: Open

This document contains rules to be observed by bidders for participation, preparation and presentation of the Bid and compliance with the qualification conditions.

Bid is defined as: the set of documents containing data and information related to the supply referred to in this Public Notice, including commercial data, technical data, catalogs, diagrams and drawings, cost composition spreadsheets and other complementary information submitted by the Bidder.

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

Bidding Documents are defined as: this Public Notice, as well as any supplements to it that may be issued by MT PAR.

THE OBJECT OF THIS TENDER IS TO CHOOSE THE MOST ADVANTAGEOUS PROPOSAL FOR ***THE "ACQUISITION OF A PANORAMIC FERRIS WHEEL, TO BE INSTALLED IN THE NEW MATO GROSSO PARK, IN ACCORDANCE WITH THE CONDITIONS, QUANTITIES AND REQUIREMENTS SET OUT IN THIS NOTICE AND ITS ANNEXES"***.

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The tender will be carried out in a single lot take.

If there is a disagreement between the description of the items in the public notice and in the Federal Government Purchasing Portal, the description contained in the Public Notice and its annexes will prevail.

The estimated value of the Bid is confidential in accordance with Art. 21, § 2 of MT PAR's Internal Bidding and Contract Regulations, as well as Art. 34 of Law No. 13.303/2016.

1 Deadlines and Place of Execution

- 1.1 The contract will have an initial period term of 24 (twenty-four) months;
- 1.2 The period term established above may be extended in the interest of the parties up to a limit of 60 (sixty) months, based on Art. 71 of Law 13.303/2016.
- 1.3 The form of execution of the object is described in ANNEX II - Terms of Reference.

2 Participation requirements

2.1 Legal entities may take part in this bidding process if they operate in a field of activity that is compatible and relevant to the subject of this bidding process, if they have regular accreditation in the Unified Supplier Registration System (SICAF), and if they meet the requirements of the public notice and its annexes, bearing all costs arising from the preparation and presentation of their bids, and no compensation will be due to the bidders for carrying out such acts.

- 2.1.1 Any interested Brazilian or foreign company that meets the conditions set out in the Public Notice and related legislation may take part in this tender.
- 2.1.2 Brazilian and/or nationalized bidders must use a digital certificate to access the System.
- 2.1.3 Foreign bidders operating in the country, authorized by decree of the Executive Power, must register at SICAF with the identification of the National Register of Legal Entities.

2.2 Foreign companies that do not operate in the country must register with SICAF in order to take part in this bidding process, subject to the conditions set out in the SICAF Manual for foreign companies - <https://www.gov.br/compras/pt-br/acao-ainformacao/manuais/manual-sicaf/manual-do-sicaf-para-empresasestrangeiras.pdf>;

2.3 As stated on the website: https://www.comprasnet.gov.br/Ajuda/siasg/FaqPregaoElet_Jan20080000000.htm#R13, foreign companies that do not have a CNPJ may register by sending an e-mail to licitacoes@mtpar.mt.gov.br, requesting registration (login and password) on the Comprasnet Portal, providing the following company details:

- a) Name;
- b) Address;

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- c) City;
- d) Country;
- e) E-mail;
- f) Telephone (enter country code and area code)

2.4 Favorable treatment will be granted to micro-enterprises and small businesses, as mentioned in article 34 of Law No. 11.488 of 2007, and to individual micro-entrepreneurs - MEI, within the limits set out in Complementary Law No. 123 of 2006.

2.5 As a requirement for participation in the bidding process, the bidder will check "yes" or "no" in the appropriate field of the electronic system, regarding the following declarations:

2.5.1 that it complies with the requirements established in article 3 of Complementary Law no. 123, of 2006, and is able to take advantage of the favored treatment established in its articles 42 to 49;

2.5.2 that it is aware of and agrees with the conditions contained in the Public Notice and its annexes;

2.5.3 that it complies with the requirements for qualification set out in the Public Notice and that the proposal submitted complies with the public notice requirements;

2.5.4 that there are no facts impeding its qualification for the tender, being aware of the obligation to declare subsequent occurrences;

2.5.5 that it does not employ minors under the age of 18 in night, dangerous or unhealthy work conditions and does not employ minors under the age of 16, except minors from the age of 14 as apprentices, under the terms of Article 7, XXXIII, of the Brazilian Constitution;

2.5.6 that the proposal was prepared independently, under the terms of SLTI/MP Normative Instruction No. 2 of September 16, 2009;

2.5.7 that it does not have, in its production chain, employees performing degrading or forced labor, observing the provisions of items III and IV of art. 1 and item III of art. 5 of the Federal Constitution;

2.5.8 that the services are provided by companies that can prove that they comply with the reservation of positions provided for by law for people with disabilities or people who have been rehabilitated by the Social Security system, and that they comply with the accessibility rules provided for in the legislation, in accordance with the provisions of art. 93 of Law no. 8,213, of July 24, 1991.

2.6 False declarations regarding compliance with any of the conditions will subject the Bidder to the sanctions provided for by law and by this Public Notice.

2.7 Under penalty of exclusion or disqualification, all documents submitted by bidders must refer to the same company by means of a document proving its identification.

2.7.1 **For Brazilian bidders**, all documents must be submitted under the same CNPJ number described in the price proposal, except for those documents permitted by law.

2.7.2 **For foreign bidders**, all documents must be submitted under the same TIN, DUNS or other number that may be officially recognized by the Brazilian government, as described by them in the price proposal, except for those documents permitted by law.

2.8 Bidders are responsible for the accuracy and legality of the information and documents submitted at each stage of the bidding process, and shall bear all costs of bid preparation and qualification, without compensation of any kind, regardless of the outcome of

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the bidding process.

2.9 Interested parties considered to be disqualified by current legislation, such as those who:

2.9.1 Have suffered a penalty or prohibition that in any way limits their participation in tenders or their contracting by the Public Administration, in the legal hypotheses in which the scope of sanctions reaches MT PAR, such as those provided for in Laws 13.303/2016, 8.666/93, 12.527/2011, 12.529/2011, 9.605/98 and 14.133/2021;

2.9.2 Are under bankruptcy, judicial or non-judicial reorganization, dissolution or liquidation.

2.9.2.1 In the case of judicial or non-judicial reorganization, the company that presents proof of approval of the judicial or extrajudicial reorganization or approval of the extrajudicial reorganization plan may participate.

2.9.3 Those that fall under one of the prohibitions established in Law 13.303/2016, particularly in its articles 38 and 44.

2.9.4 Those that have a family relationship with a public official who holds a position of responsibility or trustworthy job at MT PAR.

2.9.5 Those who are related to the administrator or partner with management powers:

- I. Holder of a commission or position of trust in the area responsible for the contract, or:
- II. Hierarchically superior authority within MT PAR.

2.10 The disqualifications will be checked against the Consolidated Consultation of Legal Entities of the TCU, the State Register of Ineligible or Suspended Companies - CEIS/MT and other relevant registration systems that have been developed and are available for consultation, as the case may be.

2.11 Will not be allowed to participate in this tender companies that:

2.11.1 have been declared ineligible by any direct or indirect public administration body of any governmental sphere, as well as those that have been suspended from the right to contract or bid with the entity or body promoting the tender;

2.11.2 that do not comply with the terms and conditions of this Notice and its annexes;

2.11.3 is bankrupt, is the subject of an arrangement with creditors, is being wound up or is in the process of being wound up or liquidated. Bidders under judicial reorganization must submit a reorganization plan approved by a judge in accordance with Article 52 of Law 11.101/2005.

2.11.4 Cooperatives or companies in consortia are not allowed to participate in this tender.

2.12 Bidders may participate in this tender through their Main branch or subsidiary branch, provided that they meet the qualification requirements for the entity with which they intend to participate in the tender.

2.13 Bidders shall be responsible for the accuracy and legality of the information and documents submitted at all stages of the bidding process and shall bear all costs related to the preparation of the bid and qualification, without any compensation, regardless of the outcome of the bidding process.

3 ACCREDITATION

3.1 Accreditation is the basic level of registration with SICAF, which allows interested

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parties to participate in the bidding process, in its electronic form, and it is a mandatory requirement for submitting bids and performing all actions.

3.1.1 Registration with SICAF must be done through the Federal Government's Purchasing Portal website, at www.gov.br/compras/pt-br/, using a digital certificate issued by the Brazilian Public Key Infrastructure - ICP - Brasil, with the interested party requesting a login and password.

3.1.2 Accreditation in the SICAF for Foreign Bidders is established in the **"SICAF's Manual for Foreign Companies"**, available through the link <https://www.gov.br/compras/pt-br/aceso-a-informacao/manuais/manual-sicaf/manual-d-o-sicaf-para-empresas-estrangeiras.pdf/view>

3.2 In the case of registration of Foreign Companies, on first access, the person responsible for the foreign company must register as a new user in accordance with the SICAF Manual.

3.3 Accreditation with the system provider implies the responsibility of the bidder or its legal representative and the presumption of its technical capacity to carry out the transactions inherent in this Bid.

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

3.5 The bidder is solely and formally responsible for the transactions carried out in its name, and declares as firm and true its proposals and bids, including acts carried out directly or by its representative, excluding the responsibility of the system provider or the body or entity promoting the bid of any damages arising from improper use of access credentials, even by third parties.

3.5.1 It is the responsibility of the registrant to check the accuracy of their registration data in SICAF and to keep them up to date with the bodies responsible for the information, and they must immediately correct or amend the records as soon as they identify any inaccuracies or those that become out of date.

3.5.2 Failing to comply with the item stated above may result in disqualification at the time of qualification.

4 Formalizing a Request for Clarification

4.1 Up to five (5) working days before the deadline for receipt of bids, any interested party may send MT PAR a request for clarification about this Public Notice, via the e-mail addresses listed on the cover of this Public Notice.

4.1.1 Clarifications and replies will be made available on MTPAR's institutional website <https://www.mtpar.mt.gov.br/licitacoes-2023> as well as on Comprasnet (current buying website portal) SIASG (<https://www.gov.br/compras/pt-br/>) and in a specific field of the system and later will become part of this Public Notice.

4.2 Before the deadline of receiving of Proposals, MT PAR may issue supplements to revise, amend or modify any part of this Public notice.

4.2.1 Any supplements to this Public Notice that unquestionably affect the formulation of

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the Bid will result in the reopening of the initially established deadline.

4.3 All clarifications and supplements issued will be made available in the electronic system.

4.4 It is the Bidder's responsibility to keep up to date with any changes or clarifications to the Public Notice, through permanent and frequent consultation of the electronic system, and MT PAR shall not be held liable for the failure to do so.

4.5 Bidders shall not take into account any information or clarifications obtained in a manner other than that set out above when formulating their Bids.

4.6 Those interested in having a look at the administrative process, respecting the confidentiality of the estimated value of the acquisition, may request access to the documents in advance by sending a request to MT PAR by electronic means to the addresses listed on the cover of this Public Notice.

5 Objecting the Public Notice

5.1 Any citizen may challenge the bid invitation within five (5) working days prior to the date set for the opening of the public session by means of a reasoned request, and the Bidding Agent, assisted by the Requesting Area, must decide on the challenge within three (3) working days.

5.2 The objection must be addressed to the Tender Agent, via the e-mail addresses on the cover of this Notice, and the subject line must include the tender number and the summary object.

5.3 Challenges and replies will be made available on MT PAR's institutional website, as well as on Comprasnet (current buying website portal) SIASG (<https://www.gov.br/compras/pt-br/>) and in the system's own field, and will become part of this Public Notice.

5.4 Challenges will not be accepted if:

5.4.1. are submitted after the legal deadline;

5.4.2. are lodged by a representative who is not legally qualified to answer for the Bidder.

5.5 If a challenge to this notice is upheld, a new date will be set for the bidding process, except when the change unquestionably does not affect the formulation of the bids.

5.6. Challenges and requests for clarification do not suspend the deadlines set for the tender.

6 Presentation of the proposal

6.1 THE PARTY INTERESTED IN PARTICIPATING IN THIS TENDER MUST SUBMIT EXCLUSIVELY THROUGH THE SYSTEM, A PROPOSAL WITH A DESCRIPTION OF THE OBJECT OFFERED AND A PRICE, **BY THE DATE xx/xx/2023 AND TIME OF 8AM (Brasília-DF)** ESTABLISHED FOR THE OPENING OF THE PUBLIC SESSION, AND THEN THE BID RECEIVING PHASE WILL AUTOMATICALLY BE CLOSED.

6.2 Bids in the electronic bidding phase, due to the limitations of the Purchasing Portal (Comprasnet), **must be offered in national currency (Real - R\$)**, with two decimal places, clarifying that only in this electronic bidding phase will the national currency be used, as justified in this item. **All other phases and documents may be drawn up in**

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US dollars.

6.3 The bidder must also attach the following documentation:

6.3.1 Written proposal, describing the object offered and the price, including the FOB INCOTERM, in accordance with Annex D of the Terms of Reference;

6.3.2 information, catalogs, booklets or any other suitable documents, provided by the manufacturer(s) of the products presented, which must be offered **in Portuguese**, demonstrating the compatibility in manufacturing/supply in accordance with the technical specifications of the product, within the quality standards required in the terms of reference attached to this Tender.

6.4 In the case of a foreign company, the initial proposal and price list formulated in a foreign language must be sent accompanied by a free translation into Portuguese and both must be entered into the Comprasnet portal by the date and time set for the opening of the public session.

6.5 The composition of the value is the responsibility of the supplier and must be filled in, based on the specifications given for the object of the Terms of Reference.

6.6 Although the bidder may choose to submit the price proposal in Brazilian Real (R\$) or in US Dollar (USD) at the time of contracting, the bidder must, at the time of entry into the Comprasnet system, in the form expressed in the electronic system, enter the "Global Value (R\$)" in Brazilian Real (R\$), based on the Ptax exchange rate in effect on the first business day prior to the bid's entry (<https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes>).

6.6.1 Until the opening of the public session, bidders may withdraw or replace the bid entered in the system.

6.6.2 The amounts proposed shall include all operating costs, social security, labor, tax, commercial and any other charges of the country of origin, which directly or indirectly affect the execution of the object, in accordance with the terms of reference and annexes.

6.7 Registration of the proposal in the system implies full and irreversible acceptance of the terms of this Public Notice, and allegations of errors, omissions or ignorance of facts and conditions that make it impossible or difficult to carry out the bidding will not be accepted.

6.8 The documents that make up the bid of the highest ranked bidder will only be made available for evaluation by the bidding agent and for public access after the bidding process has ended.

6.9 The Bidder shall be responsible for all transactions carried out on its behalf in the electronic system, and shall assume its bids and proposals to be firm and true.

6.10 Submission of the bid presupposes knowledge of and compliance with the qualification requirements set out in the Public Notice.

6.11 The bid will be valid for no less than 90 (ninety) calendar days from the date of submission.

7 Participation of a Microenterprise (ME) or Small Business (EPP)

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7.1 Considering that there are no exclusive groups or quotas for the participation of micro and small companies, once the bidding stage has ended, the size of the business entity will be automatically verified with the Federal Revenue Service. The system will identify the participating micro and small companies in a separate column and compare them with the values of the first-placed company, if it is a larger company, as well as the other classified companies, in order to apply the provisions of articles 44 and 45 of LC No. 123, of 2006, regulated by Decree No. 8,538, of 2015.

7.2 Under these conditions, bids from micro-companies and small businesses that are up to 10.00% (ten percent) higher than the proposal or bid with the lowest price will be considered tied with the first-placed bidder.

7.3 The highest ranked company under the terms of the previous item will have the right to submit a final offer to break the tie, which must be for a lower amount than that of the first placed company, within 5 (five) minutes controlled by the system, counted after the automatic communication to do so.

7.4 In the event that the best-ranked micro-enterprise or small business withdraws or does not manifest itself within the established period, the other micro-enterprise and small business bidders who are in that 5.00% (five percent) interval will be called, in the order of classification, to exercise the same right, within the period established in the previous sub-item.

7.5 In the event of equivalence between the values presented by the micro and small companies within the intervals established in the previous sub-items, a lottery will be held between them to identify the one that can submit the best offer first.

8 Bidding session

8.1 Bidders will have up to the time designated for the electronic public session to upload their bid documents.

8.2 The opening of the public session of this Tender, conducted by the Tender Agent, will take place on the date, time and electronic system indicated on the cover of this Tender Notice.

8.3 During the public session, communication between the Tender Agent and the bidders will take place exclusively by exchanging messages in the appropriate field of the electronic system.

8.4 On the date and at the time of the opening of the public session, the Tender Agent will check the bids submitted, immediately disqualifying those that do not comply with the requirements set out in this Public Notice and its Annexes or that contain insanitary defects.

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

8.4.2 Failure to disqualify a bid does not prevent a final judgment to the contrary being made in the acceptance phase.

8.5 It is the bidder's responsibility to follow the operations in the electronic system during the public session, and the bidder will be responsible for the burden arising from loss of business due to failure to comply with any messages issued by the system or its disconnection.

8.6 The system will automatically rank the qualified bids, and only these will take part in the bidding phase.

8.7 The system will provide its own field for exchanging messages between the Bidding

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Agent and the bidders.

8.8 Once the competitive phase begins, bidders must submit bids exclusively through the electronic system, and will be immediately informed of their receipt and the amount recorded.

8.9 Bids will be offered at the lowest overall price.

8.9.1 The registration of bids in the Compras electronic system must take into account the total value, converted into Real - R\$, at the Ptax exchange rate in effect on the second business day immediately preceding the date of the opening of the public session.

8.10 The bidder may only offer a bid lower than the last one offered and registered by the system.

8.10.1 The minimum value difference between bids, which will apply both to intermediate bids and to the bid that covers the best offer, must be **R\$ 25.000,00 (twenty-five thousand reais)**.

8.10.2 The interval between bids sent by the same bidder may not be less than 20 (twenty) seconds and the interval between bids may not be less than 3 (three) seconds.

8.11 Two or more bids of the same value will not be accepted, and the bid that is received and registered first will prevail.

8.12 During the course of the public session, bidders will be informed, in real time, of the value of the lowest registered bid, without identifying the bidder.

8.13 For the submission of bids in the public session, the **"OPEN"** bidding mode will be adopted, in which bidders will submit public and successive bids.

8.14 **The bidding phase** of the public session will last for ten minutes, and later on will be automatically extended by the system when there is a bid offer in the last two minutes of the public session.

8.15 The automatic extension of the bidding stage, referred to in the previous item, will be two minutes and will occur successively whenever there are bids sent in this extension period, including in the case of intermediate bids.

8.16 If there are no new bids in the manner established in the previous items, the public session will close automatically.

8.17 Once the competitive phase has ended without the system automatically extending it, the Bidding Agent, assisted by the support team, may, with justification, allow the public bidding session to resume in order to obtain the best price.

8.18 In the event of a disconnection with the Tender Agent during the competitive stage, the electronic system may remain accessible to bidders for the reception of bids.

8.19 If the disconnection from the electronic system to the Bidding Agent persists for more than ten minutes, the public session will be suspended and only restarted after twenty-four hours have elapsed since the Bidding Agent communicated the fact to the participants on the electronic site used for disclosure.

8.20 If the bidder does not submit a bid, it will compete with the value of its initially registered bid.

8.21 There can only be a tie between equal bids that are not followed by bids.

8.21.1 After applying the tie-breaking criteria set out in art. 44 and art. 45 of Complementary Law no. 123, of December 14, 2006, if there is a tie between proposals or bids, preference will be given, successively:

8.21.1.1 by the country;

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- 8.21.1.2 by Brazilian companies;
- 8.21.1.3 by companies that invest in research and technology development in the country;
- 8.21.1.4 by companies that can prove compliance with the reservation of positions provided for by law for people with disabilities or for people who have been rehabilitated by the Social Security system and that comply with the accessibility rules provided for by law.

8.22 If there is still a tie, the winning bid will be drawn by electronic system from among the tied bids or proposals.

8.23 The Tender Agent must exclude bids that are symbolic, derisory, of zero value or considered manifestly unfeasible.

8.24 If the Bidder does not agree with the exclusion, it may resubmit the bid.

8.25 The exclusion of a bid will not prevent suppliers from continuing to submit bids;

8.26 **Negotiation stage:** Once the bid submission stage of the public session has ended, the Bidding Agent must send, via the electronic system, a counter-proposal to the bidder that has submitted the lowest overall price, in order to obtain a better bid, and negotiation under conditions other than those provided for in this Public Notice is prohibited.

8.26.1 Negotiations will be carried out through the system and may be monitored by the other bidders.

8.26.2 The Tender Agent will ask the best-ranked bidder to submit, **within three (3) business days**, the bid that is appropriate to the last bid offered after the negotiation, together with the qualification documents, accompanied, if applicable, by additional documents, when necessary to confirm those required in this Public Notice.

8.27 Once the price has been negotiated, the Tender Agent will begin the bid acceptance and judgment phase.

8.28 The maximum price stipulated for the contract will be made public only after the closing of the submission of bids, without prejudice to the disclosure of the details of the quantities and other information necessary for the preparation of bids.

8.29 It is the Bidder's responsibility to monitor operations on the electronic system during the public session of the Bidding, and the Bidder will be responsible for the burden arising from loss of business due to failure to comply with any message issued by the system or its disconnection.

8.30 During the public session, bidders will be informed, in real time, of the value of the lowest registered bid. The system will not identify the bidder to the other bidders.

8.31 Once the bidding stage has ended, bidders may at any time submit their questions to the Bidding Agent through the electronic system.

9 Forwarding and Acceptability of the Winning Bid

9.1 Once the bidding stage has ended and after checking for a possible tie and negotiation, the Tender Agent will examine the bid ranked first as to its suitability for the object and the compatibility to the price in relation to the maximum stipulated for contracting in this Public Notice and its annexes.

9.1.1 The bidder with the lowest overall price will be considered the winner of the bidding process.

9.1.2 Any offer of advantage not provided in this Public Notice and its Annexes will not be considered.

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9.2 When verifying the best bid - lowest price - submitted with the requirements of this Public Notice, will be disqualified any bid that:

- 9.2.1 contains insanitary defects;
- 9.2.2 does not meet the requirements or does not comply with the specifications set out in this Public Notice, or imposes conditions;
- 9.2.3 has a final price higher than the estimated maximum price;
- 9.2.4 presents a price that is manifestly unfeasible;
- 9.2.5 does not have its feasibility demonstrated, when required by the bidding agent;
 - 9.2.5.1 the bidding agent may carry out due diligence to check the feasibility of the bid or require the bidder to demonstrate it.

9.3 A bid that presents symbolic, derisory or zero prices is considered unfeasible.

9.4 The Tender Agent may call on the bidder to send a complementary digital document, using the functionality available on the system, within a period of up to three (03) working days, failing which the bid will not be accepted.

9.4.1 Among the documents that may be requested by the Tender Agent are the cost spreadsheets adjusted with the final amount offered.

9.4.2 The deadline set by the Tender Agent may be extended at the written and justified request of the bidder, made before the deadline expires and formally accepted by the Tender Agent.

9.5 If the winning bid or proposal is disqualified, the Tender Agent will examine the next bid or proposal, and so on, in the order of ranking.

9.6 The offer must be firm and precise, strictly limited to the goal of this Public Notice, without containing price alternatives or any other condition that could lead the judgment to more than one result, under penalty of disqualification.

9.7 The final proposal must be documented in the files and will be taken into consideration during the execution of the contract and the application of sanctions to the Contractor, if applicable.

9.8 The period of validity of the Bid may not be less than 90 (ninety) calendar days from the date of the opening of the Bid.

9.9 The final proposal of the bidder ranked first must be sent within 03 (three) working days counting from the Bidding Agent's request in the electronic system and must:

- 9.9.1 be written in Brazilian Portuguese, typed, with the last sheet signed and the others initialed by the bidder or its legal representative;
- 9.9.2 contain a description of the object, including information on the specifications in the Terms of Reference.
- 9.9.3 contain the make/model or manufacturer for the items to which it applies;
- 9.9.4 contain the unit value of the item, the total value of the lot and the total value of the proposal.
- 9.9.5 indicate the winning bidder's bank, account number and branch for payment purposes.

9.10 The final bid must be documented in the files and will be taken into consideration during the execution of the contract and the application of any sanctions to the CONTRACTED PARTY, if applicable.

9.10.1 All the specifications contained in the tender are binding on the Contractor.

9.11 The tenders containing the description of the object, the value and the

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complementary documents will be available on the platform after approval.

9.12 The realigned final written proposal must contain the total price of the object, in US dollars (USD or US\$) or Brazilian real (R\$), which must be indicated in Arabic numerals and in full, with the indication in full prevailing in the event of differences between the values, except for a just reason arising from a supervening fact accepted by the Tender Agent or for changes intended to remedy obvious formal errors or omissions, which do not impair the understanding of the proposals and documentation, or in the event of the attachment of a merely explanatory document which complements a pre-existing one, or in order to produce counter-evidence and demonstrate that the decision taken by the Administration was wrong.

9.12.1 For the purposes of converting the winning bid from the bidding phase to the realigned writing, the amounts proposed in national currency (real) in the electronic phase must be converted into US dollars (USD or US\$), based on the Ptax exchange rate in effect on the first business day prior to the bid being submitted (<https://www.bcb.gov.br/estabilidadefinanceira/historicocotacoes>).

10 Qualification

10.1 The Bidder with the lowest price bid must send the qualification documents exclusively through the electronic system, within a maximum of three (03) working days together with the realigned bid, after the closing of the public session or from the moment the bidding agent determines, unless in the case of a prior justification being accepted by MT PAR, under penalty of disqualification.

10.1.1 If the lowest bidder is foreign, the original documents may be sent at this time, provided they are sent with a free translation into Portuguese.

10.1.2 If it is impossible to send the qualification documents through the platform, the Bidder may send these documents via e-mail to: licitacoes@mtpar.mt.gov.br with MT PAR being responsible for making them available to the other bidders who submitted the initial bid.

10.1.3 The qualification documents may be dated and timed after the invitation from the Tender Agent, provided that the deadline set out in item 10.1 for sending the documentation is observed.

10.2 As a pre requirement for examining the bidder's qualification documents, the Tender Agent will check for any non-compliance with the conditions for participation, especially as regards the existence of a sanction that prevents participation in the tender or future contracting, by consulting the following registers:

10.2.1 SICAF;

10.2.2 Consolidated Consultation of Legal Entities of the Federal Court of Auditors (<https://certidoes-apf.apps.tcu.gov.br/>);

10.2.3 State Register of Unfit or Suspended Companies - CEIS/MT.

10.3 Consultation of the registers will be carried out in the name of the bidding company and also of its majority shareholder, by virtue of Article 12 of Law No. 8.429 of 1992, which provides, among the sanctions imposed on the person responsible for committing an act of administrative improbity, a ban on contracting with the Public Authority, including through a legal entity of which it is a majority shareholder.

10.3.1 The attempt to cheat will be verified by means of corporate links, similar supply lines, among others.

10.3.2 The bidder will be asked to comment before being disqualified.

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10.4 If an impending sanction is found to exist, under the terms of MT PAR's Internal Bidding and Contracting Regulations, the Bidding Agent will deem the bidder to be ineligible, due to lack of participation conditions.

10.5 The Tender Agent may consult the Unified Supplier Registration System - SICAF, in relation to legal qualification, tax and labor compliance, economic and financial qualification and technical qualification.

10.5.1 Official websites that issue certificates may also be consulted, especially if the bidder has any documentation that is overdue with SICAF.

10.5.2 If the Bidding Agent is unsuccessful in obtaining the corresponding certificate through the official website, or if it is overdue in the system, the bidder will be called upon to submit a valid document proving compliance with the requirements of this Public Notice, under penalty of disqualification, with the exception of the provisions regarding proof of tax compliance for micro-enterprises, small businesses and cooperative societies, as stipulated in art. 43, § 1 of LC No. 123, of 2006, regulated by Decree No. 8.538/2015.

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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 22/12/2023 às 11:56:56.
Documento Nº: 14029062-2395 - consulta à autenticidade em
<https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=14029062-2395>



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10.6 **BIDDERS ESTABLISHED IN BRAZIL** must submit the following qualification documentation:

10.6.1 Documentation relating to Legal Qualification

- 10.6.1.1 Registration with the National Register of Legal Entities (CNPJ).
- 10.6.1.2 Constitutive document according to the type of company;
- 10.6.1.3 in the case of an Individual Microentrepreneur - MEI: Certificate of Individual Microentrepreneur Status - CCMEI, acceptance of which will be subject to verification of authenticity on the website www.portaldoempreendedor.gov.br ;
- 10.6.1.4 in the case of a foreign company operating in the country, the authorization decree and, when the activity so requires, the registration act or authorization to operate issued by the competent body;
- 10.6.1.5 the above documents must be accompanied by all amendments or the respective consolidation.
- 10.6.1.6 Valid identity document of the bidder's representative, whereby, in the case of representation by power of attorney, it must be by public instrument, and the identity document of the grantor must be presented in addition to the respective power of attorney; in the case of representation by private instrument, the power of attorney must be presented with the signature of the grantor and the valid identity documents of the grantor and the grantor must be presented.

10.6.2 Documentation relating to Tax and Labor Compliance

- 10.6.2.1 Joint Certificate of Federal Taxes, Federal Active Debt and Social Security.
- 10.6.2.2 Certificate of Good Standing of the Severance Indemnity Fund;
- 10.6.2.3 proof of good standing with the State Treasury and the State's Active Debt, issued by the competent bodies at the creditor's head office or domicile;
- 10.6.2.4 If the bidder has its head office or domicile in a state other than the state of Mato Grosso, it must also present a joint certificate of pending tax and non-tax debts with SEFAZ and the PGE of the state of Mato Grosso.

Note: If the Bidder classified as ME or EPP presents any restriction regarding tax or labor compliance, the right provided for in §1 of Art. 4 of Decree 8.538/2015 will be ensured.

10.6.3 Documentation relating to Economic and Financial Qualification

- 10.6.3.1 Negative bankruptcy petition certificate, issued by the distributor of the bidder's headquarters, which is within the validity period expressed on the certificate itself. If the certificate is issued in POSITIVE form, the bidder must prove, by means of a certificate issued by the competent judicial body, that the reorganization plan has been accepted in the judicial sphere in the form of art. 58 of Law no. 11.101/2005, and that the reorganization plan has been regularly complied with, being economically and financially able to participate in a bidding procedure under the terms of Law no. 13.303/2016.
- 10.6.3.2 balance sheet and accounting statements for the last financial year due, presented in accordance with the law and regulations on the date of

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this Bid, which may not be replaced by trial balances or provisional balance sheets, and which may be updated by official indexes when closed more than three (3) months before the date of the public session to open this Bid;

- 10.6.3.3 In the case of a company incorporated in the current financial year, it is permissible to submit balance sheets and accounting statements relating to the period of existence of the company;
- 10.6.3.4 The interim balance sheet is admissible if it is required by law or the company's articles of association;
- 10.6.3.5 The documents required for economic and financial qualification purposes must prove General Liquidity (LG), Current Liquidity (LC) and General Solvency (SG) ratios greater than or equal to 1.

Being:

$$\text{Solvency Index (S.I.)} = \text{AT} / (\text{CP} + \text{LTD});$$
$$\text{General Liquidity Index (G.L.I.)} = (\text{CA} + \text{RLP}) / (\text{CP} + \text{ELP});$$
$$\text{Current Liquidity Ratio (C.L.R.)} = \text{CA} / \text{CP};$$

Where:

AT = Total Assets,
CA = Current Assets,
RLP = Long-Term Assets,
CP = Current Liabilities,
LTD = Long-term liabilities.

10.6.3.6. Companies with a result of less than or equal to 1 (one) in any of the General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) ratios must prove a net worth of 10.00% (ten percent) of the total estimated value of the contract.

Explanatory Note on the requirement for ratios: In addition to portraying the company's economic and financial situation at a certain point in time, the analysis of balance sheets and financial statements is intended to indicate its economic and financial trend. Considering an administrative contract of medium and long duration, the company's economic and financial trend can be just as important as its current economic and financial situation, and a negative trend that points to a bankruptcy or default situation that could impose a risk on the execution of the contract that is considered fundamental to the satisfaction of the public interest can be used by the Administration to disqualify a given participant. Thus, the requirement for accounting ratios is supported by Art. 78 of the RILC/MTPAR and by TCU Precedent No. 289. the Administration may require proof of minimum accounting ratios as a criterion for evaluating a bidder's financial capacity.

10.7 **FOREIGN BIDDERS** must submit the qualification documents as set out in the table of equivalent documents, annexed to the "SICAF Manual for Foreign Companies", which can be obtained at <https://www.gov.br/compras/pt-br/ acesso-a-informacao/manuais/manual-sicaf/manual-do-sicaf-para-empresas-estrangeiras.pdf/view> , as follows:

10.7.1 Legal Qualification:

- 10.7.1.1 foreign identifier (TIN, DUNS or other that may be officially adopted by the Brazilian government);
- 10.7.1.2 official personal identification document with photo issued by the country of origin, of the partners and directors, as well as their spouses/partners;
- 10.7.1.3 marriage certificates of the manager(s) and partner(s);
- 10.7.1.4 power of attorney from the legal representative in Brazil, either an

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individual or a company, with express powers to receive summons and respond administratively or judicially;

- 10.7.1.5 proof of legal existence, by means of an appropriate document from the foreign company's country of origin, correlating to the constitutive act, statute or articles of association in force, duly registered in the country of origin;
- 10.7.1.6 Up-to-date documents on the election of directors and recent changes or consolidation thereof.
- 10.7.1.7 Proof of registration of the sworn translator responsible for translating the bidder's documents with the Board of Trade or related body, in the case of the winning bidder of foreign nationality.

10.7.2 Tax and Labor Compliance:

- 10.7.2.1 a declaration issued by the competent authority in the country of origin that the company does not owe taxes at all levels of government in the country of origin, or a supporting certificate;
- 10.7.2.2 a declaration issued by a competent authority in the country of origin that the company has no labor debts to employees or unemployed persons, or a supporting certificate.

10.7.3 Economic and Financial Qualification:

- 10.7.3.1 balance sheet and accounting statements for the last financial year;
- 10.7.3.2 certificate issued by the official body of the country of origin, certifying that the foreign Bidding company is not in the process of bankruptcy, judicial reorganization or other similar institute.

10.8 **BIDDERS ESTABLISHED IN BRAZIL AND FOREIGN BIDDERS** must also submit:

10.8.1 Documentation relating to Technical Operational Qualification

- 10.8.1.1.1 The bidder must present a certificate of technical capacity (CTC) proving that it has manufactured a panoramic Ferris wheel of least 80 meters high and with similar characteristics to this item.
 - 10.8.1.1.1.1 Similar characteristics will be considered: cable-stayed Ferris wheels with latticed rims, single continuous tube or parallel tubes; RGB scenic lighting on the cables and rim; closed, air-conditioned cabins and a minimum capacity of 6 people.
 - 10.8.1.1.1.2 Sums of technical capacity certificates will not be accepted.
 - 10.8.1.1.1.3 The catalog of the product mentioned in the CTC (certificate of technical capacity) must be presented.
 - 10.8.1.1.1.3.1 In the case of catalogs in a foreign language, they must be accompanied by a version duly translated into Portuguese.

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10.8.1.1.2 When the bidder is both supplier and manufacturer, it must submit the technical capacity certificate(s) issued by a public or private legal entity(ies) or by an individual in the name of the bidder proving previous supply(ies) compatible with the object of these Terms of Reference.

10.8.1.1.3 When the bidder **does not** meet the criteria of supplier and manufacturer, it must present the certificate of technical capacity issued by legal entity(ies) under public or private law or by natural person on **behalf of the manufacturer** that proves previous supply(ies) compatible with the object of this Term of Reference **accompanied by the Letter of Solidarity (Annex E).**

10.8.1.1.4 Bidders who have the CTC in a foreign language must present it with a version translated into Portuguese, waiving the requirements of subsequent translation by a sworn translator by the Brazilian consulate of their headquarters.

10.8.1.1.5 The certificate(s) issued by a legal entity governed by public law must have the subscriber identified (name, position and social identification or registration number).

10.8.1.1.6 In the case of a certificate issued by a private company, one issued by a company belonging to the same business group as the bidder will not be considered.

10.8.1.1.6.1 Companies controlled or controlling of the bidding company, or which have at least one natural or legal person who is a partner, owner or holder of the issuing company and the bidding company, will be considered to belong to the same business group.

10.8.1.1.7 If the certificate(s) do not contain all the information necessary to prove the minimum requirements of the CTC, they may be reinforced by other suitable means, such as registered contracts, invoices, invoices and pro-forma invoices.

10.8.1.1.8 If the Tender Agent deems it necessary, the Bidder will be asked to provide all the information essential to prove the legitimacy of the certificates requested, presenting, among other documents, a copy of the contract that supported the procurement, Invoices, Bills of Sale, the current address of the contractor and the place where the products were supplied, and this and other additional information may be requested by means of due diligence.

10.8.1.1.9 There is no obligation for the nomenclature given in the certificate to be identical to that used in the definition of the object in question, as long as it is sufficient to prove the ability to supply the object.

10.8.1.2. The Tender Agent may at any time request support from members of the inspection committee to evaluate the CTCs submitted by the bidders.

10.8.2. IF THE BIDDER WITH THE BEST BID IS OF FOREIGN NATIONALITY, FOR THE PURPOSES OF DECLARING IT THE WINNING BIDDER, IT MUST SUBMIT THE QUALIFICATION DOCUMENTS TRANSLATED BY A SWORN TRANSLATOR AND APOSTILLED IN ACCORDANCE WITH THE PROVISIONS OF FEDERAL DECREE





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8.660/2016, OR ANY OTHER DECREE THAT MAY REPLACE IT, OR CONSULARIZED BY THE RESPECTIVE CONSULATES OR EMBASSIES.

10.8.2.1. THE DEADLINE FOR SUBMITTING DOCUMENTS TRANSLATED BY A SWORN TRANSLATOR AND APOSTILLED WILL BE UP TO **20 (TWENTY) WORKING DAYS AFTER THE BIDDING AGENT HAS BEEN CALLED**, AND MAY BE EXTENDED UPON JUSTIFICATION AND ACCEPTANCE BY THE BIDDING AGENT.

10.8.2.2. THE TENDER AGENT MAY WAIVE THE REQUIREMENT FOR A SWORN TRANSLATION OF THE DOCUMENTATION RELATING TO THE TECHNICAL OPERATIONAL QUALIFICATION.

10.9 In the event of the need to send additional qualification documents, necessary to confirm those required in this Public Notice, the bidder will be called upon to send them, in digital format, through the system, within a period of up to 05 (five) working days, under penalty of disqualification.

10.10 Certificates that do not have an expiration date will only be accepted if the respective issue dates do not exceed 90 (ninety) days prior to the date of submission.

10.11 The Tender Agent reserves the right to request and issue expired documents that are available at the respective electronic addresses via the Internet, during the duration of the tender.

10.12. It will only be necessary to prove that the requirements have been met by presenting the original non-digital documents when there is doubt as to the integrity of the digital document.

10.13 Documents indicating different CNPJs (or equivalent) will not be accepted, except for those legally permitted.

10.14. After the winner has been declared, if the most advantageous bid has been offered by a micro or small business, and once it has been found that there are no restrictions on its tax compliance, it will be summoned to provide proof of compliance within 5 (five) working days. The deadline may be extended for an equal period.

10.14.1 Failing to provide proof of tax compliance within the time limit provided for in the previous sub-item will result in the right to contract being revoked, without prejudice to the sanctions provided for in this Public Notice, and the public session will be reopened.

10.15 If there is a need to analyze the required documents in detail, the Tender Agent may suspend the session, which will be restarted by notifying the system of the new date and time at least 24 hours in advance.

10.16 Bidders who fail to prove their qualification, either by not submitting any of the required documents or by submitting them in disagreement with the provisions of this Public Notice, will be disqualified.

10.17 In the event of disqualification, there will be a new verification by the system of the possible occurrence of a fictitious tie, as provided for in articles 44 and 45 of LC 123 of 2006, following the procedure previously established for acceptance of the subsequent bid.

10.18 Once the qualification requirements set out in the Public Notice have been met, the bidder will be declared the winner.

10.19. The winner will be declared immediately after the qualification phase.

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11 Reopening of the Public Session

11.1 The public session may be reopened if:

11.1.1 in the event of an appeal being upheld which leads to the annulment of acts prior to the preceding public session or in which the public session itself is annulled, in which case the annulled acts and those which depend on them will be repeated.

11.1.2 When there is an error in the acceptance of the best qualified price or when the bidder declared the winner does not sign the contracting instrument, does not withdraw the equivalent document or when the bidder is not qualified or does not prove tax regularization, in view of the terms of art. 43, §1 of LC n° 123/2006, regulated by decree 8.538/2015. In such cases, the procedures immediately following the close of the bidding stage will be adopted.

11.2 All remaining bidders must be summoned to attend the reopened session.

11.2.1 The call will be made via the electronic system ("chat") or e-mail, depending on the phase of the bidding procedure.

11.2.2 The call made by e-mail will be in accordance with the data contained in the SICAF, and it is the bidder's responsibility to keep their registration data up to date.

12 Administrative Appeals

12.1 Once the winning bidder has been declared, a period of 30 (thirty) minutes will be allowed for any bidder who submitted an initial bid to express their intention to appeal, in a motivated manner, i.e. against any acts that occurred during the public session of the bidding process, in the appropriate field of the system; failure to give reasons within the period of intention to appeal will result in the loss of the right to appeal.

12.2 If an appeal is lodged, it will be up to the Tender Agent to check that the intention to appeal has been lodged in good time and that there are grounds for the appeal, in order to decide whether or not to admit the appeal, stating the grounds.

12.2.1 At this point, the Tender Agent will not go into the merits of the appeal, but will only verify the conditions for admissibility of the appeal, assessing the presence of the appeal requirements: timeliness, legitimacy, interest and motivation.

12.2.2 Failure by the bidder to give reasons for its intention to appeal will result in the expiry of this right.

12.2.3 Once the appeal has been accepted, the appellant will then have a period of 05 (five) working days to present the reasons, via the electronic system, and the other bidders will be notified immediately to, if they wish, present counter-appeals, also via the electronic system, in another 05 (five) working days, which will begin to run from the end of the appellant's period, and they will be assured immediate sight of the elements indispensable to the defense of their interests.

12.3 Acceptance of the appeal invalidates only those acts that cannot be used.

12.4 The case file will remain open to all interested parties.

13 Award and Approval

13.1 Once the winning Bidder has been awarded, the tender will be subject to approval by the Competent Authority, which will analyze the convenience and opportunity of the contract and the legality of the acts that were carried out.

13.1.1 If, due to major force or unforeseeable circumstances, approval cannot take place within the period of validity of the Bids, this tender may be suspended if MT PAR's

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interest persists, at which time a general extension of the validity of the bids will be requested from all qualified bidders, for at least the same period.

13.2 The tender may be revoked or annulled at any time, within the limits set by Law 13.303/2016.

14 Formalization of the Contractual Instrument

14.1 Once the bidding process has been approved, the winning Bidder will be called upon to sign the Contractual Instrument arising from this bidding process, which will be based on the Model attached to this Notice, within **two (2) days** of the call made by MT PAR.

14.1.1 The deadline mentioned in the previous item may be extended once, for an equal period, when requested by the winning Bidder, during its course, and provided that there is a justified reason accepted by MTPAR.

14.1.2 The Contractual Instrument must be signed digitally, using an ICP-Brasil standard digital certificate or equivalent. If the supplier is unable to sign in this way, they will be asked to go to the MTPAR unit that carried out the tender to physically sign the Contractual Instrument.

14.2 If the winning Bidder, summoned within the period of validity of its bid, does not sign the Contractual Instrument or does not present a regular situation at the time of signing, it will be subject to the penalties provided for in this Public Notice.

14.2.1 In this case, MTPAR may summon the subsequent Bidder, respecting the ranking of the tender and the provisions regarding preference for micro-enterprises and small businesses, to do so within the same period and under the same conditions as those proposed by the first ranked Bidder, including updated prices, in accordance with the Public Notice.

14.3 The winning Bidder must present a notarized power of attorney, empowering its representative to sign the contract on behalf of the company, when the representative is not listed in the Articles of Association as the person authorized to sign on behalf of the Bidder.

14.4 The currency to be used in the administrative contract, as well as the contracting procedure, shall be the **AMERICAN DOLLAR (USD OR US\$) or REAL (R\$).**

14.5 Termination of the contractual instrument may occur in the following cases:

14.5.1 by a unilateral act of either party within the hypotheses and deadlines described in the Contractual Instrument, ensuring the prior defense of the other party.

14.5.2 By agreement between the parties, recorded in the file, provided that it is convenient for MT PAR and the Contractor.

14.5.3 by court order.

14.5.4 In the cases established in the Contractual Instrument.

14.6 Cases of contractual termination will be formally motivated in the case file, ensuring the right to an adversarial proceeding and a full defense.

15 The Risk Matrix

15.1 Since this is a procurement process, a risk matrix is not required, as stipulated in Article 37 of MT PAR's Internal Regulations on Tenders and Contracts.

16 Subcontracting

16.1 Subcontracting will not be allowed.





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17 Contractual Guarantee

17.1 The rules relating to the contractual guarantee are set out in the Terms of Reference and the Draft Contract, attached to this Tender.

18 Product Warranty and Technical Assistance

18.1 The rules relating to the guarantee of goods or materials and technical assistance are those set out in the Terms of Reference and Draft Contract, attached to this Public Notice.

19 Readjustment

19.1 The rules relating to the Adjustment are set out in the Terms of Reference and the Draft Contract, attached to this Tender.

20 Obligations of the Employer and the Contractor

20.1 The obligations of the Employer and the Contractor are those set out in the Terms of Reference and the Draft Contract, attached to this Notice.

21 Payment

21.1 The rules on payment are those established in the Terms of Reference and Draft Contract, attached to this Public Notice.

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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 22/12/2023 às 11:56:56.
Documento N°: 14029062-2395 - consulta à autenticidade em
<https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=14029062-2395>



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22 Administrative penalties

22.1 A company that incurs any of the events provided for in this notice will be prevented from bidding and contracting with MT PAR for a period of up to two (2) years, with the mandatory registration of penalties in the State Register of Disreputable or Suspended Companies (CEIS), without prejudice to the fines provided for in this section and other legal comminations.

22.2 The following penalties may be applied to bidders:

22.2.1 A previous warning and, in the event of a repeated offense, suspension for a period of 3 (three) months:

22.2.2 failing to maintain a price proposal on the grounds of a mistake, typing error or electronic error, without frustrating the bidding process.

22.2.3 submitting a commercial proposal that does not comply with the public notice.

22.2.4 failing to comply with the deadlines set by the Bidding Agent during the bidding session for any manifestation.

22.2.5 causing delays in the bidding process, but not frustrating it.

22.2.6 not maintaining a price proposal on the grounds of events attributed to third parties, without frustrating the bidding process.

22.2.7 behaving in an unethical manner other than that specified, without frustrating the bidding process.

22.3 Temporary suspension of participation in tenders and impediment to contracting for a period of one (1) year:

22.3.1 submitting a false document or declaration that causes delays in concluding the bid or frustrates it.

22.3.2 failing to present the original copy of a scanned document delivered during the bidding process, when requested by MT PAR.

22.4 Temporary suspension from bidding and impediment from contracting for a period of 1 (one) year and 6 (six) months: I Temporary suspension from bidding and impediment from contracting for a period of 1 (one) year:

22.4.1 behaving in an unethical manner other than that specified, causing the bid to be failed.

22.4.2 not maintaining a price proposal under the allegation of events attributed to third parties, causing the bid to be failed.

22.4.3 not submitting other documents required by the public notice, thereby failing the bidding process.

22.4.4 submitting a commercial proposal that does not comply with the public notice, thereby failing the bidding process.

22.4.5 not entering into a contract, when called upon, within the bid validity period.

22.4.6 Denigrating or slandering technical teams and Tender Agents, as well as people who are part of them or MT PAR processes, with accusations or accusations of direct to the tender, without presenting legal evidence in the administrative process initiated.

22.5 Temporary suspension of participation in bids and impediment to contracting for a period of two (2) years:

22.5.1 failing the bidding process by committing tax fraud.

22.5.2 failing the bidding process by colluding with other bidders.

22.5.3 obtaining financial advantages in the bidding process as a result of collusion with other bidders.

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

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22.7 It will be up to the Tender Agent to verify the bidders who have committed the infractions and report the facts to the competent authority, which shall open administrative proceedings based on the principles of reasonableness and proportionality.

22.8 Sanctions for acts committed during the course of the contract are provided for in the Contractual Instrument.

23 Budget Allocation

23.1 The budget allocation for this contract is set out in the Terms of Reference, attached to this Public Notice.

24 Applicable Legislation, Rules and Regulations

24.1 Legislation;

24.1.1 Law 13.303/2016 - Rules for Bidding in State-Owned Companies;

24.1.2 MT PAR's Internal Bidding and Contracting Regulations;

24.1.3 Law 123/2006 - ME and EPP Rules;

24.1.4 State Law No. 7.692 of 2022.

25 Final Statements

25.1 Minutes of the public session of the Tender will be published on the electronic system.

25.2 If there are no working hours or if any supervening event occurs, that prevents the bid from being held on the scheduled date, the session will be automatically transferred to the first subsequent working day, at the same time as previously established, provided that there is no communication to the contrary by the Bidding Agent.

25.3 The Tender Agent or the competent authority may, at any stage of the tender, carry out any diligence aimed at clarifying or supplementing the process.

25.4 All time references in the Public Notice, in the notice and during the public session will observe Brasília/DF time.

25.5 When judging proposals and qualification, the Tender Agent may remedy errors or faults that do not alter the substance of the proposals, documents or their legal validity, by means of a reasoned order, recorded in the minutes and accessible to all, giving them validity and effectiveness for the purposes of qualification and classification.

25.6 The rules governing the bidding process will always be interpreted in favor of broadening the competition between interested parties, as long as they do not compromise the interests of MT PAR, the principle of equality and the purpose and security of the contract.

25.7 Bidders assume all the costs of preparing and submitting their bids and MT PAR will in no case be liable for these costs, regardless of the conduct or outcome of the bidding process.

25.8 When counting the deadlines established in this Public Notice and its Annexes, the day of commencement shall be excluded and the day of expiry shall be included. Deadlines only start and expire based on MT PAR working days.

25.9 Failure to comply with non-essential formal requirements will not result in the removal of the bidder, provided that it is possible to take advantage of the act, observing the principles of isonomy and the public interest.

25.10 The bidder is responsible for the accuracy and legitimacy of the information provided and the documents submitted at any stage of the bidding process. The falsification of any document submitted or the untruthfulness of the information contained therein will result in the immediate disqualification of the bidder who submitted it, or, if that happens to be done by the

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successful bidder, the termination of the contract, without prejudice to other applicable sanctions.

25.11 The entire Public Notice is available at <http://comprasnet.gov.br> and <https://www.mtpar.mt.gov.br/licitacoes-trans-sub>.

25.12 This call for tenders does not necessarily entail a purchase, and MTPAR may revoke it, in whole or in part, for reasons of public interest, arising from a supervening fact that constitutes a manifest and proven unavoidable obstacle or annul it for illegality, ex officio or by provocation, by means of a written and reasoned act, made available on the system for the knowledge of those interested in the bid.

25.13 In the event of any discrepancy between the provisions of this Public Notice and its annexes or other documents that make up the process, the provisions of this Public Notice shall prevail.

25.14 The courts of Cuiabá, State of Mato Grosso, are hereby elected to settle any issues arising from this bidding document, and the Parties waive any other jurisdiction, however privileged it may be.

25.15 For all intents and purposes, the following annexes are part of this Public Notice:

- 25.15.1 ANNEX I - Draft Contract;
- 25.15.2 ANNEX II - Terms of Reference.

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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 22/12/2023 às 11:56:56.
Documento Nº: 14029062-2395 - consulta à autenticidade em
<https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=14029062-2395>



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PUBLIC NOTICE OF BIDDING N° 047/2023/MTPAR

WENER SANTOS
PRESIDENT DIRECTOR
MT PARTICIPAÇÕES E PROJETOS S.A - MT PAR

Cuiabá/MT, 22/12/2023

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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 22/12/2023 às 11:56:56.
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**ANNEX I
DRAFT CONTRACT**

CONTRACT N° XXX/2023/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, 5th 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:

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1. CLAUSE ONE - THE OBJECT

1.1. Acquisition of XXX

2 CLAUSE TWO - PERFORMANCE OF THE CONTRACT

2.1 The legislation applicable to this Contract shall be Law no. 13.303/2016 and MT PAR's Internal Bidding and Contracting Regulations, as well as the Clauses of this instrument and the precepts of private law.

2.2 The supply of the object must follow specific criteria and routines, which are set out in the Terms of Reference, attached to this contract, in particular in item **09 - THE CRITERIA OF ACCEPTANCE OF THE OBJECT**.

2.3 Compliance with the clauses, conditions, guidelines and specifications of the Equipment Technical Specifications Booklet and the Equipment Technical Guidelines Booklet is mandatory.

3 CLAUSE THREE - APPLICABLE DOCUMENTS

3.1 The CONTRACTED PARTY's winning bid and Tender Notice No. 047/2023/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 24 (twenty-four) months, starting on XX/XX/202X and ending on XX/XX/202X, and may be extended up to a maximum of 60 months.

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.

UO	Program	Project/Activity	Nature and expenditure Element	Source
04501	504	1779	4490/52	1.759.0137





6 CLAUSE SIX - CONTRACT VALUE

6.1 The value of this Contractual Instrument is R\$ or US\$ XXX (XXX).

6.2 The above amount includes all costs and expenses, such as: direct and indirect costs, taxes, fees, materials, equipment, labor, social security costs, taxes, commercial, freight, insurance, training, staff travel, transportation, warranty, profit and any others that are or may be incurred on the value of the object bid, as set out in the proposal, in accordance with public notice and contractual requirements, and no subsequent claim will be accepted as a result of the exclusion of any expenses incurred.

7 CLAUSE SEVEN - PAYMENT

7.1 For payment purposes, percentages have been assigned to the Products, which shall be made in accordance with the following system:

PRODUCTS	PERCENTAGE (%)
Product 01: Execution Project	40%
Product 02: Instructions	0%
Product 03: Metal sheets and insertions	10%
Product 04: Digital documents	0%
Product 05: Ferris wheel	45%
Product 06: Installation	5%

7.2 Payment will be made in accordance with the regulations of the Brazilian Federal Revenue Service and the guidelines of the Monetary and Foreign Trade Policies, as the case may be, upon presentation of the Invoices, Invoices or Proforma Invoice, within a maximum of 10 (ten) working days deadline, **after the inspection body has attested to the final receipt of the object, as follows:**

7.2.1 **IN THE CASE OF PAYMENT TO A BRAZILIAN OR FOREIGN COMPANY WITH HEADQUARTERS IN BRAZIL**, payment will be made in national currency (Real - R\$), converted at the current Ptax exchange rate for foreign currency (US dollars) according to the value provided by the Central Bank of Brazil Information System - SISBACEN, Closing Bulletin, on the business day immediately preceding the date of actual payment, by means of credit to the beneficiary's current account, exclusively at a banking institution contracted to centralize the State Executive Branch's financial transactions, within 10 (ten) days of presentation of the certified invoice.

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- 7.2.2 **IN THE CASE OF PAYMENT TO A FOREIGN BIDDER**, payment will be made in national currency (Real - R\$), through conversion at the current Ptax exchange rate for foreign currency (US dollar), according to the value made available by the Central Bank of Brazil Information System - SISBACEN, Closing Bulletin, on the business day immediately preceding the date of final receipt of the OBJECT, by means of an International Letter of Credit, Irrevocable and non-transferable, issued by Banco do Brasil S/A in favor of the contracted company and guaranteed by a top-tier bank indicated by the bidder, under the terms of the legislation in force, whose validity will correspond to the delivery period of the object tendered and its release for payment will occur upon communication to be made to the issuer, after presentation of the invoice (Commercial Invoice) duly attested. If the letter of credit needs to be amended, such as an extension or change in conditions, the costs incurred will be borne by the party that made the amendment.
- 7.2.3 When issuing the Invoice, “*Nota Fiscal*” or Proforma Invoice, the amount to be paid for the items/products contracted must be noted.
- 7.2.3.1 All expenses relating to the issuance of the payment order and/or documentary credit, or the contracting of the letter of credit (opening, notice, negotiation and other resulting expenses), or even relating to the renewal of the Letter of Credit, including due to an increase in the exchange rate, in the event of late payment attributable to the Contractor, shall be financed by the Contractor.
- 7.2.4 The invoices to be paid may be discounted due to the application of the fines/glosses provided for in the Contract.
- 7.2.5 Payments not made on time, for which the Contractor is responsible, shall not entitle the Contractor to a price adjustment.
- 7.2.6 The CONTRACTED PARTY shall, throughout the term of the contract, keep the contractual guarantee up to date.
- 7.2.7 The Contracting Party shall not make payment for a bill that has been discounted or collected from a bank, or for bills that have been negotiated with third parties through a factoring operation.
- 7.2.8 Any and all payments will be made directly to the CONTRACTED PARTY, in the manner set out in the previous sub-items, exempting third parties, for bonds placed for collection, discounts, it being established that, under no circumstances, will it accept such bonds, which will be returned INCONTINENTI, to the legal entity that presented them.
- 7.2.9 In the event of late payment, and provided that the contractor has not contributed to this in any way, the amounts due may be adjusted, at the request of the CONTRACTED PARTY, by the variation in the General Price Index - Internal Availability - IGP-DI, column 2, published by the Getúlio Vargas Foundation, between the final date set for payment and the date it is actually made.
- 7.2.10 All required documentation must be presented in original or by any reprographic process, and in case of questions to be made, a notary's office or a public servant may

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be asked to authenticate it. If this documentation has been issued online, it will only be accepted once its authenticity has been confirmed.

- 7.2.10.1 The CONTRACTED PARTY must submit, together with the Invoice, "Nota fiscal" or Proforma Invoice, the following documents or similar, translated, apostilled or consularized and sworn, if it is foreign:
- 7.2.10.1.1 Proof of regularity with regard to Social Security;
 - 7.2.10.1.2 Proof of compliance with federal taxes and the Federal Active Debt;
 - 7.2.10.1.3 proof of good standing with the State and Municipal or District Tax Authorities of the domicile or head office of the contractor and of the place where the service is to be provided;
 - 7.2.10.1.4 proof of good standing with the State Treasury (Active Debt) of the domicile or head office of the contractor and the place where the service is provided;
 - 7.2.10.1.5 Proof of good standing with the FGTS - CRF;
 - 7.2.10.1.6 Proof of absence of labor debts - CND.
- 7.2.11 If the CONTRACTED PARTY is unable to present the required documentation due to specific legislation in the country of origin, or if the documentation is not equivalent to Brazilian legislation, it must present a declaration, informing the impossibility of sending it, translated by a sworn translation.

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8 CLAUSE EIGHT - PRICE ADJUSTMENTS

8.1 Prices are unchangable and cannot be adjusted for a period of one year from the deadline for submitting tenders.

8.2 Within the term duration of of the contract and at the request of the contractor, the contracted prices may be readjusted after a period of one year, applying the IPCA/IBGE index exclusively for obligations started and completed after the occurrence of the annual period.

8.3 In readjustments subsequent to the first, the minimum period of one year will be counted from the financial effects of the last readjustment.

8.4 In the event of delay or non-disclosure of the readjustment index, the CONTRACTING PARTY shall pay the CONTRACTED PARTY the amount calculated by the last known variation, settling the corresponding difference as soon as the definitive index is disclosed. The CONTRACTED PARTY shall be obliged to submit a calculation report for the price readjustment of the remaining amount, whenever this occurs.

8.5 In the event that the index established for readjustment becomes extinct or in any way can no longer be used, the one determined by the legislation then in force shall be adopted instead.

8.6 In the absence of a legal provision regarding the replacement index, the parties shall choose a new official index for readjustment of the price of the remaining amount, by means of an addendum.

8.7 The readjustment will be carried out by means of an addendum.

9 CLAUSE NINE - ECONOMIC AND FINANCIAL REBALANCING

9.1 During the term of the Contract, the Contractor may request a review of prices in order to maintain the economic and financial equation obtained in the bidding process, upon proof of the facts set out in article 81, item VI, of Law 13.303/2016, including demonstration in cost spreadsheets.

9.2 Requests for economic and financial rebalancing or readjustment of contract prices must, under penalty of invalidity of the acts, undergo accounting (if applicable) and legal analysis by the CONTRACTING PARTY of the viability of the action.

9.3 Once the request has been granted, the economic and financial rebalancing will be registered by means of an amendment to the contract.





10 CLAUSE 10 - ADDITION AND SUPPRESSION OF QUANTITY

10.1 Provided that the CONTRACTED PARTY authorizes it, the CONTRACTING PARTY may increase or decrease the quantity of the contract by up to 25% (twenty-five percent), with compensation being prohibited in accordance with TCU Decision No. 1,536/2016.

10.2 Agreed additions and/or deletions will be recorded by an amendment to the contract.

11 CLAUSE ELEVEN - THE CONTRACTOR'S OBLIGATIONS

11.1 The CONTRACTED PARTY shall comply with all the obligations contained in the Contract, its annexes and its proposal, assuming as its sole responsibility the risks and expenses arising from the good and perfect execution of the object and, furthermore:

- 11.1.1 the Contracted party must comply with all the obligations contained in the contractual instrument, its annexes and its proposal, assuming on exclusively its own the risks and expenses arising from the good and perfect execution of the object.
- 11.1.2 deliver the Products in perfect condition, in accordance with their specifications, deadline and location set out in the Contract and its annexes, followed by the respective invoice/proforma invoice or similar, which shall contain the following information: brand, manufacturer, model, origin and warranty or validity period, among other requirements set out in the terms of reference.
- 11.1.3 Repairing, correcting, removing or replacing, at its own expense, in whole or in part, within the time limit set by the inspection committee, any items found to be defective or incorrect.
- 11.1.4 Appointing legal representation in Brazil with express powers to receive summons and respond for the bidder in the administrative and judicial spheres in matters relating to this tender and contracts arising from it;
- 11.1.5 be liable for defects and damages arising from the object, in accordance with articles 12, 13 and 17 to 27 of the Consumer Defense Code from Brazil (Law No. 8.078 of 1990).
- 11.1.6 Jointly agree with the Contracting Party the deadlines set out in the kick-off meeting schedule, which will be considered definitive for the purposes of administrative sanctions.
- 11.1.7 provide any clarification or information requested by the Contracting Party or its agents, guaranteeing them access at any time to the equipment manufacturing site, as well as to documents relating to the execution of the object.
- 11.1.8 Promote the technical organization of the Products, in order to conduct them effectively and efficiently, in accordance with the documents and specifications that are part of these Terms of Reference, within the specified period.
- 11.1.9 maintain all the conditions for qualification throughout the term of the contract, in compatibility with the obligations assumed.
- 11.1.10 keep confidential all information obtained as a result of fulfilling the contract.
- 11.1.11 Bear the burden arising from any mistake in sizing the quantities in its proposal, including variable costs arising from future and uncertain factors, except when any of the events listed in the items of § 1 of art. 151 of MT PAR's Internal Bidding and Contracting Regulations occur.
- 11.1.12 be responsible for the expenses necessary to make the perfect execution of the subject in accordance with the terms of reference.

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- 11.1.13 Issue an invoice or equivalent, detailing the services performed during the billing period;
- 11.1.14 notify the Contracting party within two (2) working days of any change in address, bank account, telephone number, e-mail address and other information that might be necessary for receiving correspondence.
- 11.1.15 not broadcast advertising or any other information about the contracted activities without prior authorization from the Contracting Party;
- 11.1.16 be responsible for all labor, social security, tax, commercial and other obligations provided for in specific legislation, the failure of which does not transfer responsibility to MT PAR;
- 11.1.17 No labor or social security charges, including occupational accidents, taxes or civil liability of any kind, shall be imputed or communicated to the CONTRACTING PARTY.
- 11.1.18 maintain, throughout the term of the Contract, in compatibility with the obligations assumed, all the conditions of qualification required in the bid, proving them whenever requested by MT PAR.
- 11.1.19 submit the bidding phase documents followed by a sworn translation in the country and apostilled in accordance with the provisions of Decree No. 8,660 of January 29, 2016, or any other that may replace it, or consularized by the respective consulates or embassies, in the case of documents in a foreign language.
- 11.1.20 Undertake any other obligations described in this contract and its annexes.
- 11.1.21 Failure to comply with the obligations assumed will lead to breach of contract, resulting in termination of the contract and other sanctions provided for by law, with the contracting party being guaranteed the right to an adversarial hearing and a full defense.

12 CLAUSE TWELVE - THE CONTRACTING PARTY OBLIGATIONS

- 12.1 Receiving the products under the conditions set out in the Tender's Notice and its attachments.
- 12.2 To demand compliance of all the obligations assumed by the Contracted party, in accordance with the contractual clauses and the terms of its bid.
- 12.3 Providing the necessary information on the subject matter of the contract.
- 12.4 Being responsible for the nationalization and importation of the products purchased, with the cost of all activities relating to transportation, insurance and customs clearance, among others inherent to the process.
- 12.5 Agreeing with the Contractor on the deadlines established in the kick-off meeting schedule, which will be considered definitive for the purposes of administrative sanctions.
- 12.6 Requiring the Contractor, at any time, to prove the conditions required for the contract.
- 12.7 Publishing in the Official State Gazette the appointment of the officials who make up the inspection committee, under the terms of art. 155 to 160 of MT PAR's Internal Regulations for Tenders and Contracts.
- 12.8 Bearing the costs of the Inspection Committee's technical visits;
- 12.9 Checking the conformity of the products received with the specifications contained in this instrument, the project, the proposal and other documents showing the technical descriptions, for the purposes of acceptance and final receipt.

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12.10 Notifying the Contractor in writing of any imperfections, faults or irregularities in the goods supplied, so that they can be replaced, repaired or corrected.

12.11 Reject all or part of the products delivered in disagreement with the Contract.

12.12 Make the payment to the Contractor in the amount corresponding to the supply of the object, within the period and form established in the Public Notice and its annexes.

12.13 MT PAR shall not be liable for any commitments assumed by the CONTRACTED PARTY with third parties, nor for any damage caused to third parties as a result of an act by the CONTRACTED PARTY, its employees, representatives, agents or subordinates.

12.14 Not making payments to the CONTRACTED PARTY while any obligation is still not done.

12.15 This fact shall not give rise to the right to price readjustment or monetary restatement, since the CONTRACTED PARTY was the cause of the delay.

13 CLAUSE THIRTEEN - ADMINISTRATIVE SANCTIONS

13.1 The following are considered sanctionable conducts, among others such as:

13.2 not digitally signing and sending the contract within the period stipulated by the CONTRACTING PARTY;

13.3 not receiving emails from the CONTRACTING PARTY without any kind of justification;

13.4 act in bad faith in the contractual relationship, proven in a specific process;

13.5 presenting false documents in any administrative process initiated by MT PAR;

13.6 frustrate or defraud, by means of an arrangement, combination or any other act, the bidding process and the contract arising from it;

13.7 remove or seek to remove a participant by means of violence, serious threat, fraud or offering an advantage of any kind;

13.8 acting in bad faith in the bidding process or in the contractual relationship, proven in a specific process;

13.9 incurring in breach of contract;

13.10 impeding, disturbing or defrauding the performance of any act of the bidding procedure;

13.11 breaching the secrecy of a bid submitted in a bidding procedure, or giving a third party the opportunity to breach it;

13.12 Removing or seeking to remove a bidder by means of violence, serious threat, fraud or offering an advantage of any kind;

13.13 Fraud, to the detriment of MT PAR, in a bidding process set up for the acquisition or sale of goods or merchandise, works and services, or contracts arising therefrom.

13.14 arbitrarily raising prices;

13.15 selling counterfeit or damaged goods as genuine or perfect;

13.16 delivering one good for another;

13.17 altering the substance, quality or quantity of the goods supplied;

13.18 unfairly making the tender more onerous in any way;

13.19 having fraudulently or irregularly created a legal entity in order to take part in a public tender or enter into an administrative contract;

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13.20 having fraudulently obtained an undue advantage or benefit from modifications or extensions to contracts entered into with MT PAR, without authorization by law, in the bid invitation or in the respective contractual instruments;

13.21 having manipulated or defrauded the economic and financial balance of the contracts entered into with MT PAR;

13.22 having hindered the investigation or inspection activities of public bodies, entities or agents, or having intervened in their activities, including within the scope of regulatory agencies and inspection bodies.

13.23 The actions mentioned above being proved, they will result in the bidder or contractor being held administratively and judicially liable and, when it is in the case of a legal entity, will result in the individual liability of the directors of the offending companies and the administrators/managers, as perpetrators, co-perpetrators or participants in the illegal act, under the terms of Law No. 12.846, of 2013, and a Liability Investigation Process must be instructed, in the form of State Decree No. 522, of April 15, 2016.

13.24 The warning sanction is applicable whenever the act done, even if unlawful, is not sufficient to cause damage to MT PAR, its facilities, people, image, the environment, or third parties.

13.25 Repeated warnings may result in a fine or suspension.

13.26 Failure to comply with the obligations assumed by the CONTRACTED PARTY, without justification, accepted by the CONTRACTING PARTY, guaranteeing prior and plain defense, may result in the following administrative sanctions:

13.26.1 **A Warning;**

13.26.1.1 a written warning, in the event of non-compliance with any of the contractual obligations considered to be minor faults, understood as those that do not entail significant damage to the object;

13.26.1.2 Repeated warnings may result in a fine or suspension.

13.26.2 **A fine**

13.26.2.1 for unjustified delay in the delivery of equipment/products, to be calculated by the following equation:

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

M= Value of the fine

V= Amount related to the service order, phase, stage or service installment in arrears

N= period of delay in calendar days

F= Progressive percentage factor according to the table below:

DELAY PERIOD IN CALENDAR DAYS	Fine percentage
-------------------------------	-----------------





1º- Up to 10 days	0,25%
2º- 11-20 days	0,50%
3º- 21-30 days	01,00%

13.26.3 **Compensatory fine;**

13.26.3.1 A compensatory fine of up to 20.00% (twenty percent) will be applied to the value of the portion not executed or the remaining balance of the contract for partial non-execution of the object:

13.26.3.2 when there is a recurrence of the reasons determining the application of the warning penalty;

13.26.3.3 when there is an unjustified delay in the delivery of the object without just cause and prior notice to the CONTRACTING PARTY for a period of more than 10 (ten) working days;

13.26.3.4 when the unjustified delay in the delivery of the object exceeds the maximum period of 30 (thirty) calendar days of the period established in the contract;

13.26.3.5 a compensatory fine of up to 30.00% (thirty percent) will be applied to the value of the portion not executed or to the remaining balance of the contract for total non-execution of the object, if configured;

13.26.3.6 when the unjustified delay in the delivery of the object exceeds the maximum period of 60 (sixty) calendar days of the period established in the contract;

13.26.3.7 when it fails to provide the technical assistance guarantee, if necessary.





13.27 Suspension of the right to participate in biddings and impeachment of contracting with MT PAR, for up to 02 (two) years;

13.28 The penalties of suspension from bidding and impediment from contracting with MTPAR will follow the dictates of article 171 to 173 of MTPAR's Internal Bidding and Contract Regulations.

13.29 The sanctions set out in items 13.24.1 and 13.25 of this clause may be applied jointly with fines.

13.30 Total or partial non-execution of this contract, without MT PAR having given cause, may result in its termination, with the consequences that may follow.

13.31 In the event of a contractual infringement punishable by a fine, the contractor must be formally notified to submit a prior defense.

13.32 Failing to pay the fine imposed will result in the appropriate legal measures being taken and its repetition may result in the sanction of suspension of the right to participate in bidding and impeachment of contracting with MT PAR, for up to 02 (two) years.

13.33 Payments of the contractual fine does not exclude MT PAR's duty to compensate for any loss incurred in excess of the fine.

13.34 Fines due and/or damages caused to the Contractor will be deducted from the amounts to be paid, or paid to MT PAR, or deducted from the guarantee, or, when appropriate, will be entered in the State's Active Debt and collected in court.

13.35 If the CONTRACTING PARTY so determines, 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.

13.36 If the amount of the fine is not enough to cover the damage caused by the bidder's conduct, MT PAR may collect the remaining amount in court, in accordance with article 419 of the Brazilian Civil Code.

13.37 When imposing sanctions, the competent authority will take into account the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to MT PAR, observing the Principle of Proportionality and Reasonableness.

13.38 No sanction will be applied without due administrative process, ensuring that the CONTRACTED PARTY has the right to an adversarial hearing and a full plain defense.

13.39 The CONTRACTING PARTY shall inform the CONTRACTED PARTY of the sanctions applied and register them in the General Register of Suppliers of the State of Mato Grosso.

14 CLAUSE FOURTEEN - AMENDMENTS

14.1 Any contractual amendments shall be governed by articles 138 to 152 of MT PAR's Internal Bidding and Contracting Regulations.

15 CLAUSE FIFTEEN - TERMINATION

15.1 The parties may terminate the contract amicably, unilaterally or judicially, as governed by articles 161 to 165 of MT PAR's Internal Bidding and Contracting Regulations.

15.2 The CONTRACTED PARTY recognizes the rights of the CONTRACTING PARTY in the event of unilateral termination for total or partial non-performance of the contract.

16 CLAUSE SIXTEEN - CONTROL AND SUPERVISION

16.1 The commission will be responsible for monitoring and supervising all the products of this purchase and will be made up of the following officials:

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Name	Registration no.
Fernando Pereira de Melo	1125
André Renato Pirana	1147
Leone Stefany Galvão Silva	137862
Veviane Cristina Ferreira e Silva	1131
Antônio Jonatan Lima Setúbal	250795

16.2 The Supervisory Committee is responsible for:

- 1.1.1. managing the project by monitoring deadlines, promoting integration, communication and coordination between the interested parties.
- 1.1.2. To express its opinion jointly by means of a report on each product submitted by the contractor, as to whether the products have been approved or rejected.
- 1.1.3. Monitoring provisional and final receipt of products.
- 1.1.4. Carrying out technical inspections at the factory site whenever necessary.
- 1.1.5. Following the shipment of products at the port of shipment whenever necessary.
- 1.1.6. certifying the invoice or equivalent for payment.

1.2. The Commission may, at any time, call in Civil Engineer Róger de Oliveira (Contract 026/2023/MTPAR) to issue a technical opinion on any doubts and/or the need to analyze the documentation submitted, either during the bidding phase or during contract execution.

1.3. The costs inherent in the Inspection Committee's trip to the outpost will be paid by the Contracting Party, except in the event of non-compliance on the part of the Contractor.

17 CLAUSE SEVENTEEN – CONTRACT WARRANTY

17.1 For the purpose of payment for Product 01:

- 17.1.1 The contractor must provide a current warranty corresponding to 40% of the contract value (Product 01) up to 48 (forty-eight) hours before the actual payment, choosing between a cash deposit, a guarantee insurance, or a bank guarantee.
- 17.1.2 The validity of the warranty provided for the payment of Product 01 must cover the contractual period until the final receipt of Product 05.
- 17.1.3 If the proposal was made in a foreign currency, the value is considered equivalent to (currency of quotation) based on the exchange rate.
- 17.1.4 Failure to meet the deadline for presenting the guarantee will result in a fine of 0.07% (seven hundredths of a percent) of the total contract value per day of delay, up to a maximum of 2% (two percent).

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- 17.1.5 A delay exceeding 25 (twenty-five) days authorizes the Contractor to terminate the contract due to non-compliance or irregular compliance with its clauses.
- 17.1.6 The warranty, regardless of the chosen modality, will ensure full reimbursement in the event of total or partial non-performance of the contractual object during its entire term;
- 17.1.7 In the case of choosing the insurance guarantee, it will be carried out by delivering the appropriate policy issued in favor of MT PAR, covering the contract breach risk for the stipulated duration, and the contractor must arrange for its extension for the necessary duration, without notification from MT PAR, under penalty of contract termination.
- 17.1.7.1 Only insurance policies from insurers duly authorized for this purpose according to the legislation of the Superintendence of Private Insurance (SUSEP) will be accepted.
- 17.1.8 In case of doubts, the bidder may contact MT PAR by phone at +55 (65) 3622-0133 or via email: licitacoes@mtpar.mt.gov.br.
- 17.1.9 Payment will be made when the product is duly certified by the inspection committee.
- 17.1.10 The warranty, regardless of the chosen modality, will cover:
- 17.1.10.1 Losses arising from non-compliance with the contract object and non-performance of other obligations therein;
- 17.1.10.2 Damages caused to the Contractor or third parties, regardless of proving fault or intent, during contract execution;
- 17.1.10.3 Moratory and punitive fines applied by the CONTRACTOR to the CONTRACTED PARTY;
- 17.1.10.4 Any labor, tax, and social security obligations of any nature not honored by the Contractor.
- 17.1.11 The insurance guarantee modality will only be accepted if it covers all the events indicated in the preceding item.
- 17.1.12 In case of a change in the contract value, extension of the contract term, total or partial use of the guarantee for payment of any obligation, or in other situations resulting in loss or insufficiency of the guarantee, the CONTRACTED PARTY must arrange for the supplementation or replacement of the provided guarantee within a period determined by the Contractor, not less than 5 (five) business days, or as agreed upon in an addendum or amendment, observing the original conditions for accepting the guarantee stipulated in this Clause.
- 17.1.13 The Contractor will not execute the guarantee in the event of one or more of the following hypotheses:
- 17.1.13.1 Non-compliance with obligations by the contractor resulting from acts or facts practiced by the Contractor;

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- 17.1.13.2 Intentional illicit acts committed by the Contractor's employees.
- 17.1.14 Guarantees including other exemptions of liability beyond those provided in this clause will not be accepted.
- 17.1.15 The CONTRACTED PARTY authorizes the CONTRACTOR to retain the guarantee at any time.
- 17.1.16 The guarantee will be considered extinguished:
- 17.1.17 Upon the return of the policy, bond letter, or authorization for the withdrawal of amounts deposited in cash as a guarantee, accompanied by a declaration from the Contractor, through a detailed report, that the Contractor has fulfilled all the clauses of the contract up to the completion of Product 05.
- 17.1.18 Within 90 (ninety) days after the contract's expiration, if the CONTRACTOR does not report any claims, in which case the period will be extended according to the communication terms.
- 17.1.19 For payment purposes, the corresponding percentage for this product will be done when the product is rightfully certified by the oversight committee.

18 EIGHTEENTH CLAUSE - PRODUCT WARRANTY AND TECHNICAL ASSISTANCE

18.1 The warranty period for the Ferris Wheel is five years, starting on the first working day following the date of final receipt of the item.

18.2 Considering the fact that the equipment has high added value and is responsible for the lives of the users who use it, the warranty will be provided with a view to keeping the equipment supplied in perfect condition for use, without any additional charge or cost to the Contractor.

18.3 The warranty covers corrective maintenance of the goods by the Contractor itself or, where appropriate, through authorized technical assistance, in accordance with specific **technical** standards, provided that the Contractor complies with the planned preventive maintenance plan.

18.4 Corrective maintenance is understood to be maintenance designed to correct faults in the goods, including the replacement of parts, adjustments, repairs and necessary corrections.

18.5 Parts found to be faulty or defective during the warranty period must be replaced with new, first-use, original parts that meet or exceed the quality and performance standards of the parts used to manufacture the equipment.

18.6 If notified, the Contractor shall repair or replace the goods that are faulty or defective within 30 working days from the date the equipment is removed from the Contractor's premises by the Contractor or authorized technical assistance.

18.6.1 The period indicated in the previous sub-item may be extended once, for the same period, at the Contractor's written and justified request, accepted by the Contracting Party.

18.7 In the event of the above sub-item, the Contractor must make available parts and/or pieces of equipment of the same or higher specification than that previously supplied, for use on a temporary basis by the Employer, in order to guarantee the continuity of administrative work while the repairs are being carried out.

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18.8 After the deadline for repairs and replacements has elapsed without the Contractor complying with the request or the Contractor providing justification, the Contractor is authorized to hire a different company to carry out the repairs, adjustments or replacement of the equipment or its components, as well as to demand refund from the Contractor for the respective costs, without this entailing the loss of the equipment warranty.

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

18.10 MT PAR shall purchase components or parts of foreign origin necessary for the maintenance of equipment during the technical warranty period from the original supplier of such equipment, when not covered by the warranty.

18.11 In order to increase clarity tools and strengthen security at the time of equipment installation, the CONTRACTED PARTY shall provide, for the duration of the warranty, free of charge to the CONTRACTING PARTY, web access to the technical documentation of the equipment installation manual, in digital or PDF format.

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19 CLAUSE NINETEEN - RISK MATRIX

19.1 As this is a procurement process, the risk matrix is not required, in accordance with Article 37 of MT PAR's Internal Regulations on Tenders and Contracts.

20 CLAUSE TWENTY - TERMINATION OF CONTRACT

20.1 The contract shall be terminated when the obligations of both parties have been fulfilled, even if this occurs before the stipulated deadline.

20.2 Obligations that are not fulfilled within the stipulated period will be extended until the final goal is completed, in which case the CONTRACTED PARTY shall provide for the readjustment of the schedule established for the contract, and the CONTRACTING PARTY shall formalize the instrument of the necessary extensions up to the limit provided for in Art. 71 of Law 13.303/2016 and Art. 128 of MTPAR's Internal Bidding and Contract Regulations.

20.2.1 When the non-completion of the contract referred to in the previous item is due to the fault of the CONTRACTED PARTY:

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

20.2.3 and MT PAR may choose to terminate the contract, in which case it will adopt the measures allowed by law for the appropriate measures.

21 CLAUSE TWENTY-ONE - GENERAL DATA PROTECTION LAW

21.1 The parties compromise to protect the fundamental rights of freedom and privacy and the free development of the personality of the natural person, in relation to the processing of personal data, including in digital media, under the terms of the General Data Protection Law of Brazil- LGPD (Law no. 13.709, of August 14, 2018);

22 CLAUSE TWENTY-TWO - CONFIDENTIALITY

22.1 The Contractor is fully responsible for maintaining the confidentiality of any data and information provided by MTPAR or contained in any documents and on any media of which it becomes aware during the transfer stage, the execution of the work and the completion of the services, and may not, under any pretext or form, disclose, reproduce or use them.

22.2 The CONTRACTED PARTY, at the start of its activities, must sign a secrecy and confidentiality agreement as proposed in the secrecy and confidentiality agreement, ANNEX A - TO THE CONTRACT, whereby it undertakes, including through any professionals involved in the execution of the services, to protect the secrets and confidentiality of any data, materials, details, informations, technical and commercial specifications that the CONTRACTING PARTY may have knowledge of or access to, or that may be entrusted to it, whether or not related to the provision of the services that are the subject of the contract, and may not, under any circumstance, reproduce, disclose, reveal or make known to third parties outside this contract, under penalty of law;

22.3 The obligation of confidentiality shall remain in force after the end of the term of this Contract and its violation shall give rise to the application to the offending party of the contractual fine provided for in the Contract, without prejudice to civil and criminal liability, for a period of 10 (ten) years.

23 CLAUSE TWENTY-THREE - INTELLECTUAL PROPERTY

23.1 All products generated, including studies, reports, specifications, technical descriptions, prototypes, data, schematics, plans, drawings, diagrams, program code sources

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in any media, Intranet pages and documentation, on paper or in any form or media, are the property of MTPAR, in accordance with article 80 of Law 13.303/2016 and Law 9610/98, which provides for copyright, and any commercialization of these by the Contractor is prohibited. It may not, under any pretext or form, disclose, reproduce or use them.

23.2 The contractor must deliver any product described in the above item to MTPAR, even if it was produced without MTPAR's request.

23.3 The use of proprietary solutions or components of the CONTRACTOR or third parties in the construction of programs or any artifacts related to this Contract, which may affect the ownership of the product, must be formally and previously authorized by the CONTRACTING PARTY.

23.4 The Contractor is prohibited from advertising the contracted services in any way without the express authorization of the Contracting Party, under penalty of the applicable sanctions.

23.5 The Contractor is prohibited from broadcasting and marketing the products and information generated in connection with the provision of the services, except when expressly authorized by the Contracting Party

24 CLAUSE TWENTY-FOUR - OMITTED CASES

24.1 Omissions will be decided by the CONTRACTING PARTY, in accordance with the provisions contained in MT PAR's Internal Bidding and Contracting Regulations, in Law No. 13.303/2016 and, in the alternative, in accordance with the provisions contained in Law No. 8.078 of 1990.

25 CLAUSE TWENTY-FIVE - PUBLICATION OF THE EXTRACT

25.1 The CONTRACTING PARTY shall arrange fits publication in the Official Gazette of the State of Mato Grosso, in accordance with the provisions of Law 13.303/2016.

26 CLAUSE TWENTY-SIX - ANTI-CORRUPTION

26.1 For the execution of this contract, neither party may offer, give or undertake to give to anyone or accept or undertake to accept from anyone, either on their own behalf or through others, any payment, donation, compensation, financial advantage or benefit of any kind, whether directly or indirectly in relation to the subject matter of this contract, or otherwise unrelated, which must also be observed by agents and collaborators.

27 CLAUSE TWENTY-SEVEN - JURISDICTION

27.1 The jurisdiction of the District of Cuiabá, State of Mato Grosso, is hereby elected to settle all issues arising from this Contract, which shall be competent to bring any legal action arising from this instrument, to the exclusion of any other, however privileged. And, by being fair and agreed, they sign this Contract in 02 (two) copies of equal content and form.

Cuiabá-MT, XXX de XXX of 2023.

XXX

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XXX

CONTRACTED PARTY

MT PARTICIPAÇÕES E PROJETOS S.A – MT PAR

WENER SANTOS

CONTRACTING PARTY

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ANNEX A - TERM OF AGREEMENT OF SECRECY AND CONFIDENTIALITY

MT PARTICIPAÇÕES E PROJETOS S.A - MT PAR, registered with CNPJ no. 17.816.442/0001-03, and **Company XXXX**, registered with CNPJ no. **XX.XXX.XXX/XXX-XX**, whenever jointly referred to as PARTIES for the purposes of this TERM OF AGREEMENT OF SECRECY AND CONFIDENTIALITY, hereinafter referred to as simply the TERM, and, TAKING IN CONSIDERATION that, due to the fulfillment of the requirement of Contract No. **XXX/202X/MTPAR**, entered into by the PARTIES, hereinafter referred to as the CONTRACT, they enter into this agreement under the conditions established;

CONSIDERING this TERM regulates the use of data and information, whether written or verbal or otherwise presented, tangible or intangible, among others, hereinafter referred to simply as INFORMATION, which **COMPANY XXXX** has access to by virtue of the performance of the contract; CONSIDERING the need to maintain secrecy and confidentiality, under penalty of civil, criminal and administrative liability, on any and all matters of interest to the CONTRACTING PARTY that **COMPANY XXXX** becomes aware of due to the execution of the CONTRACT, respecting all established criteria applicable to INFORMATION; and

CONSIDERING the need to maintain the confidentiality of the data and information to which they have access, in accordance with the State Security Standards for Access to Information within the scope of the Executive Branch of the State of Mato Grosso and standardized by State Decree No. 1,973/2013, which regulates access to information under the Access to Information Law (LAI) - Federal Law No. 12,527/2011, the CONTRACTED PARTY undertakes to the CONTRACTING PARTY, drawing up this TERM, under the following clauses and conditions:

CLAUSE ONE - THE OBJECT

The purpose of this TERM is to provide the necessary and adequate protection to the CONTRACTING PARTY's INFORMATION, especially those qualified as CONFIDENTIAL, due to the execution of the CONTRACT entered into between the PARTIES.

CLAUSE TWO - CONFIDENTIAL INFORMATION

The stipulations and obligations contained herein shall apply to any and all INFORMATION disclosed by the CONTRACTING PARTY.

The **XXXX COMPANY** is compelled to maintain the utmost secrecy and confidentiality with regard to any and all INFORMATION that may be provided by the CONTRACTING PARTY,

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from the date of signature of this TERM, and shall be treated as CONFIDENTIAL INFORMATION, except for those previously and formally classified with differentiated treatment by the CONTRACTING PARTY.

COMPANY XXXX undertakes not to disclose, reproduce, use or make known, under any circumstances, to third parties, as well as not to allow any of its directors, employees and/or agents to make use of the CONTRACTING PARTY'S INFORMATION.

The **XXXX COMPANY**, based on the principles established in Information Security, will ensure that the INFORMATION it receives and becomes aware of is treated in accordance with the nature of the classification informed by the CONTRACTING PARTY.

The information to be treated confidentially is that which is considered confidential by the CONTRACTING PARTY and which, by its nature, is not or should not be known to third parties.

The information classification system adopted and in force by the CONTRACTING PARTY must be observed. In the event of questions about the confidentiality of certain information, the RESPONSIBLE PARTY must treat it as confidential until it is authorized to treat it differently by the CONTRACTING PARTY. Under no circumstances shall the CONTRACTING PARTY's silence be interpreted as a release from any of the commitments made herein.

CLAUSE THREE - CONFIDENTIALITY LIMITATIONS

The obligations contained in this TERM shall not be applied to the INFORMATION that:

- a) Are proven to be in the public domain at the time of disclosure or after disclosure, unless this occurs as a result of an act or omission by the PARTIES;
- b) Have been proven and legitimately received from third parties, strangers to this TERM;
- c) Are disclosed by reason of a judicial request or other valid government order, only to the extent of such orders, provided that the PARTIES comply with any pertinent protection measure and have been notified of the existence of such order, in advance and in writing, giving the latter, as much possible, time to request any protection measures it deems appropriate.

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CLAUSE FOUR - ADDITIONAL OBLIGATIONS

COMPANY XXXX commits to use the INFORMATION disclosed exclusively for the purposes of executing the CONTRACT.

The **XXXX COMPANY** commits not to make any copy of the INFORMATION without the prior express consent of the CONTRACTING PARTY. Consent, however, this requirement will be waived for copies, reproductions or duplications for internal use by the PARTIES.

XXXX commits to inform its directors, employees and/or agents of the existence of this TERM and of the confidential nature of the CONTRACTING PARTY'S INFORMATION.

COMPANY XXXX shall take all necessary measures to protect the CONTRACTING PARTY'S INFORMATION, as well as avoid and prevent disclosure to third parties, unless duly authorized in writing by the CONTRACTING PARTY. Each PARTY shall remain the sole owner of any and all INFORMATION eventually disclosed to the other party as a result of the execution of the CONTRACT. The information generated in the execution of the CONTRACT, as well as the INFORMATION passed on to **COMPANY XXXX**, is the exclusive property of the CONTRACTING PARTY.

COMPANY XXXX shall enter into written agreements with its employees and consultants directly or indirectly linked to the CONTRACT, the terms of which are sufficient to guarantee compliance with all the provisions of this instrument.

COMPANY XXXX agrees not to take any action with a view to obtaining, for itself or for third parties, the intellectual property rights to the INFORMATION that may be revealed during the execution of the CONTRACT.

COMPANY XXXX expressly acknowledges that at the end of its contract for the provision of services, it must hand over to the CONTRACTING PARTY any and all of its proprietary material, records and documents of any kind that have been used, created or are under its control. The RESPONSIBLE PARTY also agrees not to use any information acquired during the provision of services to the CONTRACTING PARTY.

COMPANY XXXX agrees to inform the CONTRACTING PARTY immediately of any breach of the rules for the protection of electronic information by the CONTRACTING PARTY or any other person, including in cases of unintentional or culpable breach of company confidentiality.

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CLAUSE FIVE - RETURN OF INFORMATION

All INFORMATION disclosed by the PARTIES shall remain the exclusive property of the disclosing party and shall be returned to it immediately upon request, as well as any copies that may exist.

CLAUSE SIX - EFFECTS

This TERM is irrevocable and irreversible in nature, with effects ad aeternum.

CLAUSE SEVEN - ADMINISTRATIVE SANCTIONS AND LEGAL PENALTIES

A breach of secrecy and/or confidentiality, duly proven, will result in the immediate application of the penalties provided for in the contractual provisions, and in the Term of Responsibility assumed before MT PAR, and legislation in force dealing with this matter, and may even result in the termination of the CONTRACT signed between the PARTIES. In this case, **COMPANY XXXX** will be subject, by action or omission, to payment or compensation for all losses and damages suffered by the CONTRACTING PARTY, including moral damages, as well as civil and criminal liability, which will be determined in a regular administrative or judicial process.

CLAUSE EIGHT - DURATION

This agreement begins on the date it is signed and will remain in force for 10 (ten) years.

CLAUSE NINE - GENERAL PROVISIONS

This TERM constitutes an inseparable link to the CONTRACT, which is an independent and regulatory part of this instrument; This TERM constitutes an agreement between the PARTIES, regarding the treatment of INFORMATION, applying to any and all future agreements, declarations, understandings and negotiations, written or verbal, undertaken by the PARTIES in actions taken directly or indirectly; In the event of divergences as to the interpretation of what is agreed in this TERM or as to the execution of the obligations arising from it, or in the event of the existence of legal gaps in it, the PARTIES shall solve such divergences in accordance with the principles of legality, equity, reasonableness, economy and good faith, and shall fill them with stipulations that shall correspond to and protect the CONTRACTING PARTY'S INFORMATION; The provisions of this TERM shall always prevail in the event of doubt, unless expressly determined otherwise, over any provisions contained in other related legal instruments relating to the confidentiality of INFORMATION; The omission or tolerance of the PARTIES in demanding strict compliance with the conditions established in this instrument shall not constitute a novation or waiver, nor shall it affect the rights, which may be executed at any time.

CLAUSE NINE - JURISDICTION

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The CONTRACTING PARTY elects the jurisdiction of Cuiabá- MT, to settle any questions arising from this TERM, expressly waiving any other, as much privileged as it might be. And, as the conditions are thus just and established, this TERM OF AGREEMENT OF CONFIDENTIALITY is signed by COMPANY XXXX, in two (2) copies of equal content and effect.

Cuiabá/MT, xx de xx de 202x

CORPORATE NAME OF
LEGAL REPRESENTATIVE

MT PARTICIPAÇÕES E PROJETOS S.A – MTPAR
WENER SANTOS

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ANNEX II
TERM OF REFERENCE

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