

International Electronic Bidding N° 011/2025	Opening Date: 02/17/2025 10:00 AM - Brasília-DF Time
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OBJECT:

Acquisition of playground equipment to be installed at the Family Complex of Parque Novo Mato Grosso, in accordance with the conditions, quantities, and requirements established in this notice and its attachments.

ESTIMATED CONTRACT VALUE	DEADLINE FOR SUBMISSION OF PROPOSALS
CONFIDENTIAL, in accordance with Article 34 of Law 13.303/16 and Article 21, §2 of MT PAR's Internal Bidding Regulations	From 02/06/2025 until the date and time of the opening of the public session
MODE OF DISPUTE AND JUDGING CRITERIA	EXCLUSIVE TO ME/EPP?
Dispute Mode: OPEN, Judgment Criterion: LOWEST PRICE	NO

CLARIFICATIONS, OBJECTIONS, AND SUBMISSION OF DOCUMENTS

Email addresses: licitacoes@mtpar.mt.gov.br
 Subject: ELECTRONIC BIDDING n° 011/2025/MTPAR
 Phone: + 55 (65) 3622-0133 / +55 (65) 99659-3784

GENERAL OBSERVATIONS

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



PREAMBLE

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

Session Date: February 17, 2025

Time: 10:00 AM (Brasília time), 9:00 AM (local time in Cuiabá-MT)

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

Bidding Mode: Open

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

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

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

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

OBJECT OF THIS BIDDING: The selection of the most advantageous Proposal for the **“Acquisition of playground equipment to be installed at the Family Complex of Novo Mato Grosso Park”**.

The bidding will be conducted in 03 (three) Lots.

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

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

1. DELIVERY DEADLINE FOR THE OBJECT

- 1.1. The delivery deadline for the goods is up to 90 (ninety) days, counted from the issuance of the Supply Order.
- 1.2. The contract will have an initial term of twelve (12) months.
 - 1.2.1. The above deadline may be extended by mutual agreement of the parties for up to five (5) years, based on Article 71 of Law 13,303/2016.

2. CONDITIONS FOR PARTICIPATION

- 2.1. Legal entities engaged in activities compatible and relevant to the object of this bidding process and that meet the requirements of the Notice and its annexes may participate in this bidding. All costs associated with the preparation and submission of proposals will be borne by the bidders, with no compensation due to the bidders for such actions.

Av. Dr. Hélio Ribeiro, n° 525, Edifício Helbor Dual Business, 5° Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.

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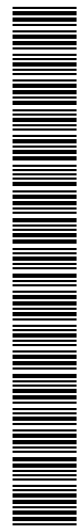
- 2.1.1. Any interested companies, whether Brazilian or foreign, that meet the conditions established in the Notice and related legislation may participate in this bidding.
- 2.2. Differentiated treatment will be granted to microenterprises and small businesses, as mentioned in Article 34 of Law No.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

3. CREDENTIALING

- 3.1. Interested parties wishing to participate in this Electronic Bidding must have an access key and password

Av. Dr. Hélio Ribeiro, n° 525, Edifício Helbor Dual Business, 5° Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.

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to use the electronic system at <https://bll.org.br>.

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

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

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

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

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

4. FORMALIZATION OF A REQUEST FOR CLARIFICATION

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

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

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

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

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

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

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

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

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

5. IMPUGNATION OF THE NOTICE

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

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

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

5.4. Challenges will not be accepted if:

5.4.1. They are submitted outside the legal deadline;

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

5.5. If a challenge to this Notice is upheld, a new date for the bidding will be set, unless it is clear that the



change does not affect the formulation of the proposals.

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

6. SUBMISSION OF PROPOSAL

6.1. Interested parties must submit their proposals exclusively via the system, including the description of the offered object and price, **by the deadline of February 17, 2025, at 10:00 AM (Brasília-DF)**. After this time, the proposal submission phase will automatically close.

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

6.2. **The proposal values to be included in the electronic system and in the bidding process of the BLL Compras Portal must be offered exclusively in the NATIONAL CURRENCY (BRAZILIAN REAL – R\$), with two decimal places, clarifying that only in this phase of the electronic bidding will the national currency be used. All other phases and documents may be prepared in US dollars or euros.**

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

6.4. When submitting the proposal in the BLL system, the bidder must specify the “Global Value (R\$)” in Reais, based on the Ptax purchase rate from December 19, 2024. The conversion rate can be accessed via this link; (<https://www.bcb.gov.br/conversao>).

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

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

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

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

7. SUBMISSION OF WRITTEN PROPOSAL

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

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

7.1.2. Description of the object according to the specifications outlined in the Terms of Reference attached to this Notice. Companies should avoid using expressions such as ‘as per the Notice’ or any equivalent in their proposal to avoid any doubts in the interpretation of its content.

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

7.1.4. Location of the Manufacturing Plant.

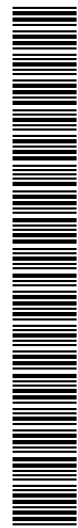
7.1.5. UNIT PRICE and TOTAL PRICE OF THE LOT expressed in US dollars (USD/US\$) or Brazilian Real (BRL/R\$), both in numerals and in full, with the full value prevailing in case of discrepancy, and the INCOTERM FOB must be included;

7.1.6. Express declaration that the quoted prices include all costs and expenses necessary for the full compliance with the obligations arising from the bidding process and.

7.1.7. The validity period of the proposal, which cannot be less than 90 (ninety) calendar days, starting from the date of the public session.

7.2. Although the judgment is based on the lowest price, the winning bidder must submit their written proposal, respecting the estimated unit prices.

7.3. The documents that make up the proposal and the qualification of the highest-ranked bidder will only be made available for evaluation by the Bidding Agent and for public access after the closing of the submission of bids.



7.4. The submission of the digital proposal assumes full knowledge and compliance with the qualification requirements outlined in the Notice and its Attachments. The Bidder will be responsible for all transactions made on their behalf in the electronic system, accepting their proposals as firm and true, as well as the bids submitted during the public session.

7.5. After the opening of the proposal by the Bidding Agent, no withdrawal will be allowed, except for a just cause arising from a subsequent event and accepted by the Agent.

7.6. Any element that can identify the bidder before the end of the bidding process will result in DISQUALIFICATION OF THE PROPOSAL, without prejudice to the sanctions provided in this Notice.

7.7. The public session may be suspended, for a period to be defined during the session itself, for any preliminary analysis that may be necessary.

8. PARTICIPATION OF MICROENTERPRISE (ME) OR SMALL BUSINESS (EPP)

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

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

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

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

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

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

9. BIDDING SESSION

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

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

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

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

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

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

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

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

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

9.8. Bids will be submitted based on the **LOWEST TOTAL PRICE PER LOT**.

9.8.1. Bids for imported products in the electronic system should be in accordance with the Clauses and Conditions for Proposals for Imported Materials - Annex I of this Notice, converted to Brazilian Reais (BRL),

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- based on the Ptax exchange rate of December 19, 2024. This rate can be checked at the following link: <https://www.bcb.gov.br/conversao>.
- 9.9. Bidders may submit successive bids, observing the fixed time for the session opening and the rules established in the Notice.
- 9.10. A bidder may only offer a bid lower than the last one submitted and recorded by the system.
- 9.10.1. The minimum percentage difference between bids, applicable to both intermediate bids and the bid covering the best offer, should be 0.05% (five hundredths of a percent).
- 9.10.2. The interval between bids submitted by the same bidder must not be less than 20 (twenty) seconds, and the interval between bids must not be less than 3 (three) seconds.
- 9.11. Two or more bids of the same value will not be accepted; the bid received and recorded first will prevail.
- 9.12. During the public session, bidders will be informed in real-time of the value of the lowest recorded bid, but the bidder's identity will not be revealed.
- 9.13. The bidding mode will be "OPEN," where bidders will submit public and successive bids.
- 9.14. The bidding phase will last ten minutes. If a bid is placed in the last two minutes of this period, the session will be automatically extended by the system.
- 9.14.1. The automatic extension, as described in the previous item, will last two minutes and will continue successively if bids are received during this extension period, including intermediate bids.
- 9.15. If no new bids are placed as per the previous items, the public session will automatically close.
- 9.16. If the competitive phase ends without automatic extension by the system, the Bidding Agent, with support from the team, may justifiably restart the public session for bids to achieve the best price.
- 9.17. In the event of disconnection with the Bidding Agent during the competitive phase, the electronic system may remain accessible to bidders for bid submission.
- 9.18. If the electronic system is disconnected from the Bidding Agent for more than ten minutes, the public session will be suspended and restarted only after twenty-four hours from the communication of the fact by the Bidding Agent to the participants on the electronic site used for disclosure.
- 9.19. If the bidder does not submit bids, they will compete with the initially registered proposal value.
- 9.20. Tie situations can only occur between identical proposals not followed by bids.
- 9.20.1. After applying the tie-breaking criteria in Articles 44 and 45 of Complementary Law No. 123 of December 14, 2006, if a tie persists, preference will be given, successively, to:
- 9.20.1.1. National bidders;
 - 9.20.1.2. Brazilian companies;
 - 9.20.1.3. Companies investing in research and technology development in Brazil;
 - 9.20.1.4. Companies that comply with legal requirements for reserved positions for persons with disabilities or for rehabilitated individuals from Social Security and that meet accessibility rules.
- 9.21. If the tie persists, the winning proposal will be drawn by the electronic system among the tied proposals or bids.
- 9.22. **Negotiation Phase:** After the bidding phase, the Bidding Agent will send a counterproposal through the electronic system to the bidder with the lowest global price to obtain a better offer, with negotiation only allowed under the conditions specified in this Notice.
- 9.22.1. Negotiation will be conducted through the system and can be monitored by other bidders.
- 9.22.2. The BIDDING AGENT WILL REQUEST THE HIGHEST-RANKED BIDDER TO, WITHIN 03 (THREE) BUSINESS DAYS, SUBMIT A PROPOSAL ADJUSTED TO THE LAST OFFER AFTER NEGOTIATION, ALONG WITH THE PRODUCT CATALOG/DATASHEET, THE DOCUMENTATION FOR QUALIFICATION, AND, IF APPLICABLE, ADDITIONAL DOCUMENTS NECESSARY TO CONFIRM THOSE REQUIRED IN THIS NOTICE.**
- 9.23. After the price negotiation, the Bidding Agent will begin the proposal acceptance and judgment phase.
- 9.24. The maximum contract price will be made public after the bidding phase, without prejudice to the disclosure of detailed quantities and other necessary information for proposal preparation.
- 9.25. It is the bidder's responsibility to monitor the operations in the electronic system during the public bidding session, bearing the risk of losing business due to failure to observe any system messages or disconnection.
- 9.26. During the public session, bidders will be informed in real-time of the value of the lowest recorded bid. The system will not identify the bidder to other participants.
- 9.27. After the bidding phase, bidders may register their questions for the Bidding Agent through the electronic system at any time.



10. SUBMISSION AND ACCEPTABILITY OF THE WINNING PROPOSAL

10.1. Upon completion of the bidding phase and after verifying possible ties and negotiations, the Bidding Agent will examine the proposal ranked first for its compliance with the object and the compatibility of the price in relation to the estimated price for contracting as stated in this Notice and its attachments.

10.2. The bidder presenting the **LOWEST TOTAL PRICE PER LOT** will be considered the winner of the bidding process.

10.3. Any offer of advantage not provided for in this Notice and its attachments will not be considered.

10.4. In verifying the compliance of the best proposal lowest price with the requirements of this Notice, any proposal will be disqualified if it:

10.4.1. Contains incurable defects;

10.4.2. Does not meet the requirements or fails to comply with the specifications outlined in this Notice or imposes conditions;

10.4.3. Presents a final price higher than the estimated price;

10.4.4. Offers a manifestly unfeasible price;

10.4.5. Does not demonstrate its feasibility when required by the Bidding Agent;

10.4.5.1. The Bidding Agent may conduct due diligence to assess the feasibility of the proposal or require the bidder to demonstrate it.

10.5. A proposal is considered unfeasible if it presents symbolic, negligible, or zero-value prices.

10.6. The Bidding Agent may request the bidder to submit a supplementary digital document through the system's available functionality within a period of up to 3 (three) business days, under penalty of non-acceptance of the proposal.

10.6.1. Among the documents that may be requested by the Bidding Agent are the adjusted cost spreadsheets with the final offered value.

10.6.2. The deadline established by the Bidding Agent may be extended upon written and justified request from the bidder, submitted before the expiration of the established deadline and formally accepted by the Bidding Agent.

10.7. If the winning proposal or bid is disqualified, the Bidding Agent will examine the next highest proposal or bid, and so on, in the order of classification.

10.8. The offer must be firm and precise, strictly limited to the object of this Notice, without containing alternative prices or any other condition that could lead to multiple interpretations, under penalty of disqualification.

10.9. The validity period of the Proposal cannot be less than 90 (ninety) calendar days, counted from the date of the opening of the Bidding.

10.10. The final proposal from the bidder ranked first must be submitted within 3 (three) business days from the request of the Bidding Agent in the electronic system and must:

10.10.1. Follow the stipulations provided in Item 07 - Presentation of the Written Proposal - of this invitation document.

10.10.2. Be signed and initialed by the bidder or their legal representative;

10.10.3. Include a description of the object, including information about the specifications in the Terms of Reference.

10.10.4. To include the total and unit price of the quoted item, in US dollars (USD/US\$) or Brazilian Real (BRL/R\$);;

10.10.5. Include the bank details, account number, and branch of the winning bidder for payment purposes;

10.10.6. Declare explicitly that the delivery deadline will be according to the Terms of Reference.

10.11. No claims of errors, mistakes, or distortions in the preparation of price proposals will be accepted as justification for requesting any increases, economic and financial rebalancing, or any indemnifications or reimbursements related to the object of the bidding process.

10.12. The final proposal must be documented in the records and will be considered during the execution of the contract and in the application of any sanctions to the CONTRACTOR, if applicable.

10.12.1. All specifications of the object contained in the proposal are binding on the Contractor.

10.13. Proposals containing the description of the object, the value, and the supporting documents will be available on the Transparency Portal of MT. Participações e Projetos S.A after the approval.

10.14. The realigned written proposal must contain the total price of the object, in US dollars (USD/US\$) or Brazilian Real (BRL/R\$), which must be indicated in Arabic numerals and in full, with the full indication prevailing in



case of discrepancies between the values, except for a just cause arising from a subsequent event accepted by the Bidding Agent, or for changes made to correct evident errors or formal omissions, as long as they do not harm the understanding of the proposals and documentation, or in the case of attaching a merely explanatory document complementing a pre-existing one, or to provide counter-evidence and demonstrate the mistake made by the Administration.

- 10.14.1. **For the purpose of converting the realigned written proposal of the winning bidder in the bidding phase, the amounts proposed in local currency (real) during the electronic phase may be converted into US dollars (USD/US\$), based on the Ptax purchase exchange rate of the day December 19, 2024, used in determining the estimated value of the bid, and converted through the following link: (<https://www.bcb.gov.br/conversao>).**

11. QUALIFICATION

11.1. The bidder with the lowest price proposal must submit the qualification documents exclusively through the electronic system, within a maximum period of 03 (three) business days, along with the realigned proposal, after the closing of the public session or from the moment determined by the bidding agent, unless a prior justification accepted by MT PAR is provided, under penalty of disqualification.

11.1.1. In the case where the bidder with the lowest price proposal is of foreign nationality, it will be permitted to submit the original documents at this stage, provided they are accompanied by a free translation into Portuguese.

11.1.2. In case of an inability to submit the qualification documents via the platform, provided that this is duly proven, the bidder may send such documents via email to: licitacoes@mtpar.mt.gov.br. MT PAR will then make them available to the other bidders who submitted an initial proposal.

11.1.3. Documents for qualification may have dates and times subsequent to the call for the Bidding Agent, provided that the deadline specified in item 11.1 for submitting the documentation is observed.

11.2. As a prerequisite to examining the qualification documentation of the bidder with the highest-ranked proposal, the Bidding Agent will check for any potential non-compliance with the participation conditions, particularly regarding any sanctions that may prevent participation in the bidding or future contracting, by consulting the following registries:

11.2.1. Consolidated Inquiry of Legal Entities from the Federal Court of Accounts (<https://certidoes-apf.apps.tcu.gov.br/>)

11.2.2. State Registry of Unfit or Suspended Companies – CEIS/MT.

11.3. The consultation of the registries will be conducted in the name of the bidding company and also its majority shareholder, in accordance with Article 12 of Law No. 8,429 of 1992, which provides, among the sanctions imposed on those responsible for committing acts of administrative misconduct, the prohibition of contracting with the public authority, including through a legal entity in which they are a majority shareholder.

11.3.1. Attempts at circumvention will be verified through corporate links, similar supply lines, among other factors.

11.3.2. The bidder will be summoned to provide a statement before their disqualification.

11.4. If an impeditive sanction is found, according to the Internal Regulations of Bids and Contracts of MT PAR, the Bidding Agent will consider the bidder disqualified due to a lack of participation conditions.

11.5. The Bidding Agent may consult the official websites issuing the certificates regarding legal qualification, tax compliance, labor compliance, economic and financial qualification, and technical qualification.

11.5.1. If the Bidding Agent is unable to obtain the corresponding certificate through the official website, or if the certificate is found to be expired, the bidder will be summoned to submit a valid document proving compliance with the requirements of this Notice, under penalty of disqualification. However, this is subject to the provisions regarding the proof of tax compliance for microenterprises and small businesses, as stated in Article 43, § 1 of Law No. 123 of 2006, regulated by Decree No. 8,538/2015.

11.6. **BIDDERS ESTABLISHED IN BRAZIL** must present the following qualification documentation:

11.6.1. Documentation related to Legal Qualification

11.6.1.1. Registration with the National Registry of Legal Entities - CNPJ;

11.6.1.2. Constitutive document according to the type of business entity;

11.6.1.3. For Individual Microentrepreneurs (MEI): Certificate of Individual Microentrepreneur Status (CCMEI), acceptance of which will be conditioned upon verification of authenticity on the website www.portaldoempreendedor.gov.br;



- 11.6.1.4. In the case of a foreign company operating in the country, authorization decree and, when required by the activity, a registration act or operating authorization issued by the competent authority;
- 11.6.1.5. The above documents must be accompanied by all amendments or the respective consolidation.
- 11.6.1.6. Valid identification document of the bidder's representative. In the case of representation by power of attorney, it must be a public instrument; both the power of attorney and the representative's identification document must be presented. If it is a private instrument, the power of attorney must have notarized signatures of the grantor, along with valid identification documents of both the grantor and the representative.
- 11.6.1.7. **Joint Declaration in accordance with the model attached to this notice - Annex II.**

11.6.2. **Documentation related to Tax and Labor Compliance**

- 11.6.2.1. Joint Certificate of Federal Taxes, Federal Debt, and Social Security.
- 11.6.2.2. Certificate of Compliance with the Severance Pay Fund (FGTS);
- 11.6.2.3. Proof of Compliance with the State Treasury and State Debt, issued by the competent authorities of the creditor's headquarters or domicile;
- 11.6.2.4. If the bidder is based or domiciled in a state other than Mato Grosso, a joint certificate of tax and non-tax liabilities from the SEF (State Treasury Department) and PGE (Attorney General's Office) of Mato Grosso must also be presented.

Note: If the bidder classified as a Microenterprise (ME) or Small Business (EPP) presents any restrictions regarding tax or labor compliance, the right provided in §1 of Article 4 of Decree 8,538/2015 will be ensured.

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

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

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

11.7.1. **Legal Qualification:**

11.7.1.1. **Legal Qualification:**

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

11.7.2. **Tax and Labor Compliance:**

Av. Dr. Hélio Ribeiro, nº 525, Edifício Helbor Dual Business, 5º Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.
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- 11.7.2.1. Declaration issued by a competent authority in the company's country of origin, stating that the company is not in debt for taxes at all levels of government in the country of origin, or a certifying certificate;
- 11.7.2.2. Declaration issued by a competent authority in the company's country of origin, stating the absence of labor debts with employees and unemployed individuals, or a certifying certificate.

11.7.3. **Economic and Financial Qualification:**

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

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

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

- 11.8.1.1. Proof of ability to execute an object of technological and operational complexity equivalent to or greater than the object of this contract, through the submission of a Technical Capacity Certificate (ACT) that proves the supply of similar playground equipment in quantities of 50% of the total estimated per lot;
- 11.8.1.1.1. Playground equipment with the same material specifications will be considered similar;
- 11.8.1.1.2. The technical capacity certificate must be accompanied by the respective portfolio/technical booklet or equivalent;
- 11.8.1.1.3. Summation of technical capacity certificates will not be accepted, as the technical qualification is based on production capacity. Allowing the summation of certificates would lead to the participation of companies with low production capacity, thus compromising the project deadlines;
- 11.8.1.2. When the bidder accumulates the roles of both supplier and manufacturer, they must present the technical capacity certificate(s) issued by legal entities (public or private) or by individuals in the name of the bidder, proving previous supply(s) compatible with the object of this Notice;
- 11.8.1.2.1. When the bidder does not accumulate the roles of both supplier and manufacturer, they must present the technical capacity certificate(s) issued by legal entities (public or private) or by individuals in the name of the manufacturer, proving previous supply(s) compatible with the object of this Terms of Reference, and must be accompanied by the Solidarity Letter (Annex II of the Terms of Reference).
- 11.8.1.2.2. The bidder who has the ACT in a foreign language must submit it accompanied by a duly translated version into Portuguese. In case of doubts, the bidding agent may take steps and require translation by a sworn translator and/or consularization by the Brazilian consulate in its location.
- 11.8.1.3. The certificate(s) issued by a public legal entity must duly identify its signer (name, position, and CPF or registration number);
- 11.8.1.3.1. In the case of a certificate issued by a private company, one issued by a company belonging to the same corporate group as the bidder will not be considered..
- 11.8.1.3.1.1. Companies controlled by or controlling the bidding company, or that have at least one same individual or legal entity who is a partner, owner, or holder of both the issuing company and the bidding company, will be considered as belonging to the same corporate group.
- 11.8.1.4. If the certificate does not contain all the necessary information to prove the minimum requirements of the technical capacity certificate, it may be supplemented by other reliable means, such as registered contracts, invoices, or pro-forma invoices.
- 11.8.1.5. If the Bidding Agent deems necessary, the Bidder will be asked to provide all essential information to prove the legitimacy of the requested certificates, including, among other documents, a copy of the contract that supported the contract, invoices, purchase orders, the current address of the contracting party, and the location where the products were supplied. These and other supplementary details may be requested through due diligence.
- 11.8.1.6. The Bidding Agent may at any time request support from the members of the requesting unit to evaluate the ACTs submitted by the bidders.
- 11.8.1.7. There is no requirement for the nomenclature in the certificate to be identical to that used in the definition of the object being addressed, as long as it is sufficient to prove the



capacity to supply the object;

11.9. If there is a need to submit additional qualification documents necessary to confirm those required in this Notice, the bidder will be called to submit them, in digital format, via the system, within a period of up to 5 (five) business days, under penalty of disqualification.

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

11.11. The Bidding Agent reserves the right to request consultation and issue expired documents that are available on the respective electronic addresses via the Internet, during the bidding process.

11.12. The need to prove the fulfillment of requirements through the presentation of original non-digital documents will only arise if there is doubt regarding the integrity of the digital document.

11.13. Documents with different CNPJ (or equivalent) numbers will not be accepted, except those legally permitted.

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

11.14.1. Failure to regularize fiscal matters within the time frame specified in the previous subsection will result in the forfeiture of the right to contract, without prejudice to the sanctions set forth in this Notice, with the reopening of the public session.

11.15. If there is a need to thoroughly analyze the required documents, the Bidding Agent may suspend the session, which will be restarted with prior notice in the system of the new date and time, at least 24 hours in advance.

11.16. The bidder will be disqualified if they do not prove their qualification, either by failing to submit any of the required documents or by submitting them in disagreement with the provisions of this Notice.

11.17. In the case of disqualification, there will be a new verification by the system of the possible occurrence of a fictitious tie, as provided in Articles 44 and 45 of Law No. 123, of 2006, following the previously established rules for the acceptance of the subsequent proposal.

11.18. Once the compliance with the qualification requirements set in the Notice is verified, the bidder will be declared the winner.

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

12. PROOF OF CONCEPT

12.1. OBJECTIVES

12.1.1. To objectively and transparently assess whether the products presented in the proposals meet the requirements of the notice in terms of compliance with technical specifications, aesthetic appearance, and innovation in design among the proposed models when installed together. The use of proof of concept based on technical documentation and digital models, without the requirement for physical prototypes/samples, is a methodology aimed at increasing the efficiency of the acquisition process logistics. By opting for a digital proof of concept, the entry cost for bidders is reduced, thereby increasing participant diversity and lowering the financial burden of producing and transporting prototypes/samples, promoting greater economic efficiency.

12.1.2. In another way, the submission of documentation and digital models during the proof of concept can quickly facilitate technical communication between the bidder and the contracting party, at the appropriate time, that is, before the contract is signed.

12.2. EVALUATION PROCESS

12.2.1. **Submission of Documentation and Digital Models:** The winning bidder must present technical documentation and digital models of the proposed playgrounds within a period of up to 15 (fifteen) calendar days after the summons.

12.2.2. **Evaluation Session:** An evaluation committee composed of MT Par employees from the engineering and architecture staff will conduct a joint analysis according to the criteria above, using the models and technical documentation for validation.

12.2.3. Evaluation criteria:

12.2.3.1. **Technical compliance of the material:** The materials used must be compatible with the specifications of the notice. Scoring: Complies (3 points); Partially complies (1 point); Does not comply (0 points).



- 12.2.3.2. **Safety:** Must comply with the applicable technical standards. Scoring: Complies (3 points); Partially complies (1 point); Does not comply (0 points).
- 12.2.3.3. **Dimensions and functionalities:** Must comply with what is described in the notice, including accessibility for people with disabilities. Scoring: Complies (5 points); Partially complies (3 points); Does not comply (0 points).
- 12.2.3.4. **Aesthetic Appearance and Innovation:** The design must be attractive, innovative, and aligned with the theme park concept. Scoring: Very attractive/innovative (5 points); Moderately attractive/innovative (3 points); Not attractive/innovative (0 points).
- 12.2.3.5. **Colors and finish:** Evaluate whether the different playgrounds form a cohesive visual and functional set when installed together. Scoring: Very harmonious (4 points); Moderately harmonious (2 points); Little or not harmonious (0 points).

12.3. SCORING METHODOLOGY

12.3.1. The total score will be obtained by summing the scores in each criterion, according to the following table:

CRITERION	MAXIMUM SCORE
Technical Compliance	3
Safety	3
Dimensions and Functionality	5
Aesthetic Appearance and Innovation	5
Colors and Finish	4
Maximum Total Score	20

12.4. OF THE COURSE OF THE POC

- 12.4.1. The proof of concept will be carried out exclusively for the bidder with the best price, as determined by the Evaluation Committee.
- 12.4.2. The winning bidder will be disqualified if they do not obtain a minimum score of 10 (ten) points.
- 12.4.3. All costs related to the preparation of documentation and digital models are the responsibility of the bidders.
- 12.4.4. In the event of disqualification, MT Participações e Projetos S.A. reserves the right to summon the next bidder with the best proposal, following the order of ranking from the bidding phase, to carry out the Proof of Concept.

13. ADMINISTRATIVE APPEALS

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

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

- 13.2.1. At this stage, the Bidding Agent will not address the merits of the appeal but will only verify the conditions for the admissibility of the appeal, assessing the presence of the appeal prerequisites: timeliness, standing, interest, and motivation.
- 13.2.2. Failure to provide a motivated intention to appeal will result in the forfeiture of the right to appeal.
- 13.2.3. Once the appeal is admitted, the appellant will have 5 (five) business days to present their reasons via



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

- 13.3. Acceptance of the appeal will invalidate only those acts that cannot be remedied.
- 13.4. The process records will remain accessible to interested parties.

14. AWARD AND APPROVAL

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

- 14.1.1. If, due to force majeure or unforeseen circumstances, the approval cannot occur within the validity period of the proposals, the bidding process may be suspended if MT PAR maintains interest. In such cases, a general extension of the validity of the proposals will be requested from all classified bidders for a minimum equal period.
- 14.2. At any time, the bidding process may be revoked or annulled within the limits set by Law No. 13,303/2016.

15. FORMALIZATION OF THE CONTRACT

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

15.1.1. The deadline mentioned in the previous item;

15.1.1.1. It may be extended once, for an equal period, when requested by the winning Bidder during its course, provided there is a justified reason, accepted by MTPAR.

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

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

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

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

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

15.3.1. In this case, MTPAR may call the next bidder, respecting the ranking of the bidding process, to do so within the same deadline, provided that the respective value is equal to or less than the estimated budget for the contract.

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

15.5. The currency to be used in the administrative contract, as well as the contracting procedure, will be US DOLLAR (USD or US\$) or REAL (R\$), however, for payment purposes, it will be made in REAL (R\$).

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

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

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

15.6.3. By judicial determination.

15.6.4. In the cases established in the Contractual Instrument.

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



defense and broad defense.

16. RISK MATRIX

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

17. SUBCONTRACTING

17.1. Subcontracting of the object will not be permitted.

18. PRODUCT WARRANTY AND TECHNICAL ASSISTANCE

18.1. The rules regarding the warranty of goods or materials and technical assistance are those established in the Terms of Reference and in the Draft Contract, attached to this Notice.

19. OF THE ADJUSTMENT

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

20. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

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

21. PAYMENT

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

22. ADMINISTRATIVE SANCTIONS

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

22.2. The following penalties may be applied to the bidders:

22.2.1. Warning and, in case of recurrence, suspension for a period of 3 (three) months:

22.2.2. Not maintaining the price proposal under the pretext of mistake, typographical error, or electronic failure, without frustrating the bidding process.



- 22.2.3. Presenting a commercial proposal that is not in accordance with the notice
- 22.2.4. Failure to comply with deadlines set by the Bidding Officer during the bidding session for any statement.
- 22.2.5. Cause delays in the conduct of the bidding process, but without frustrating it.
- 22.2.6. Failing to maintain the price proposal on the grounds of events attributed to third parties, without frustrating the bidding process.
- 22.2.7. Adopting unsuitable behaviors different from those specified, without frustrating the bidding process.
- 22.3. Temporary suspension of participation in bidding and prohibition from contracting for a period of 1 (one) year:
 - 22.3.1. Presenting false documents or declarations that cause delays in concluding the bidding process or its frustration.
 - 22.3.2. Failing to present the original of a digitized document submitted during the bidding process when requested by MT PAR.
- 22.4. Temporary suspension from participation in bidding and prohibition from contracting for a period of 1 (one) year and 6 (six) months:
 - 22.4.1. Adopting dishonest behaviors not specified, causing the frustration of the bidding process.
 - 22.4.2. Not maintaining the price proposal under the pretext of events attributed to third parties, causing the frustration of the bidding process.
 - 22.4.3. Failure to present other documents required in the notice, causing the frustration of the bidding process.
 - 22.4.4. Presenting a commercial proposal that is not in accordance with the notice, causing the frustration of the bidding process.
 - 22.4.5. Not signing the contract upon invitation, within the validity period of the proposal.
 - 22.4.6. Defaming or slandering technical teams and the Bidding Agent, as well as the individuals involved or processes of MT PAR, with accusations or allegations of bidding manipulation, without presenting legal proof in an administrative process initiated.
- 22.5. Temporary suspension from participation in bidding and prohibition from contracting for a period of 2 (two) years:
 - 22.5.1. Frustrating the bidding process through the commission of tax fraud.
 - 22.5.2. Frustrating the bidding process in collusion with other bidders.
 - 22.5.3. Obtaining financial advantages in the bidding process due to 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 amount of the bid or written proposal.
- 22.7. It is the responsibility of the Bidding Agent to identify the bidders who have committed the infractions and report the facts to the competent authority, which must initiate an administrative process based on the principles of reasonableness and proportionality.
- 22.8. Sanctions for acts committed during the course of the contract are provided for in the Contract Instrument.

23. BUDGET ALLOCATION

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

24. APPLICABLE LEGISLATION, STANDARDS, AND REGULATIONS

- 24.1. Legislation:
 - 24.1.1. Law 13,303/2016 – Regulations for Bidding in State-Owned Companies;
 - 24.1.2. Internal Regulations for Bidding and Contracts of MT PAR;
 - 24.1.3. Law 12,346/2006 – Norms for Microenterprises (ME) and Small Enterprises (EPP);
 - 24.1.4. State Law No. 7,692 of 2022.



25. FINAL PROVISIONS

- 25.1. The minutes of the public session of the bidding process will be published on the electronic system.
- 25.2. If there is no activity or if any unforeseen event prevents the holding of the bid on the scheduled date, the session will be automatically rescheduled to the next business day, at the same time previously established, unless otherwise communicated by the Bidding Agent.
- 25.3. The Bidding Agent or the competent authority may, at any phase of the bidding process, conduct due diligence to clarify or supplement the instruction of the process.
- 25.4. All references to time in the Bid Notice, the announcement, and during the public session will observe Brasília/DF time.
- 25.5. In the evaluation of proposals and qualification, the Bidding Agent may correct errors or omissions that do not alter the substance of the proposals, documents, or their legal validity, through a reasoned decision, recorded in the minutes and accessible to all, granting them validity and effectiveness for the purposes of qualification and classification.
- 25.6. The rules governing the bidding will always be interpreted in favor of expanding the competition among interested parties, provided that it does not compromise the interest of MT PAR, the principle of equality, the purpose, and the security of the contract.
- 25.7. Bidders assume all costs of preparing and submitting their proposals, and MT PAR will not be responsible for these costs, regardless of the conduct or outcome of the bidding process.
- 25.8. In calculating deadlines established in this Bid Notice and its Annexes, the starting day will be excluded, and the expiration day will be included. Deadlines start and end only on business days at MT PAR.
- 25.9. Failure to meet non-essential formal requirements will not result in the bidder's exclusion, provided that the act can still be utilized, observing the principles of equality and public interest.
- 25.10. The bidder is responsible for the accuracy and legitimacy of the information provided and the documents presented at any phase of the bidding. The falsification of any document presented or the inaccuracy of the information contained therein will result in the immediate disqualification of the bidder, or, if the bidder is the winner, the termination of the contract, without prejudice to other applicable sanctions.
- 25.11. The Bid Notice is available in full at the following electronic addresses: <https://bll.org.br> and <https://www.mtpar.mt.gov.br/licitacoes-trans-sub>.
- 25.12. This bidding does not necessarily imply an acquisition, and MT PAR may revoke it, in whole or in part, for reasons of public interest arising from an obvious and insurmountable subsequent fact, or annul it for illegality, either ex officio or upon request, through a written and reasoned act, made available in the system for the knowledge of the interested parties in the bidding.
- 25.13. The Bidding Agent will review the documents of foreign companies that do not operate in the country participating in the bidding process, using by analogy Article 20-A of Normative Instruction No. 3, dated April 26, 2018, and its updates, as well as all legislation related to said article.
- 25.14. In case of divergence between the provisions of this Bid Notice and its annexes or other documents that make up the process, the provisions of this Bid Notice will prevail.
- 25.15. The court of Cuiabá, State of Mato Grosso, is chosen to resolve issues arising from this bidding document, with the Parties waiving any other, no matter how privileged it may be.
- 25.16. This Bid Notice includes, for all purposes, the following annexes:
- 25.16.1. ANNEX I - Clauses and Conditions for Proposal Preparation;
 - 25.16.2. ANNEX II - Joint Declaration;
 - 25.16.3. ANNEX III – Contract Draft;
 - 25.16.4. ANNEX IV – Terms of Reference.

Cuiabá/MT, February 05, 2025

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



ANNEX I

CLAUSES AND CONDITIONS FOR PROPOSAL PREPARATION

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

1. The proposal must include both unit and total prices for the supply of the item, and must:
 - a. Brazilian or foreign companies must present their price quotations using the Incoterms FOB 2020 (Free on Board).
2. The conversion of foreign currency to Brazilian currency (BRL) for the purposes of system entry, price comparison, evaluation, and budget provision will be based on the Ptax purchase rate of December 19, 2024, used in defining the estimated value of the bidding. The conversion can be made through the following link: <https://www.bcb.gov.br/conversao>.



Anexo



**ANNEX II
JOINT DECLARATION MODEL**

(Name of the Company) -----, CNPJ No. -----, located at____, No. _____, neighborhood,., ZIP Code____ Municipality -----, through its undersigned legal representative, in compliance with the requirements of Tender Notice No. XXX/2025/MTPAR, DECLARES, under penalty of law, that:

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

Local and date

Digital signature of the legal representative



MTPARCAP202501417

ANNEX III

DRAFT CONTRACT

CONTRACT NO. XXX/2025/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:

1. CLAUSE ONE - THE OBJECT

- 1.1. Acquisition of playground equipment to be installed at the Family Complex of Parque Novo Mato Grosso, in accordance with the specifications, conditions, and requirements established in this document and its annexes.

2. CLAUSE TWO – EXECUTION OF THE CONTRACT

- 2.1. The legislation applicable to this Contract will be Law No. 13,303/2016 and the Internal Regulations for Bidding and Contracts of MT PAR, as well as the clauses of this instrument and private law principles.
- 2.2. The supply of the object must adhere to specific criteria and routines, which are established in the Terms of Reference attached to this contract, especially in item **10 – THE CRITERIA FOR ACCEPTANCE OF THE OBJECT**.

3. CLAUSE THREE – APPLICABLE DOCUMENTS

- 3.1. The winning proposal of the CONTRACTED PARTY and the Bidding Notice No. 011/2025/MTPAR and its annexes are binding on this contract, regardless of their transcription.

4. CLAUSE FOUR - TERM AND DELIVERY OF THE OBJECT

- 4.1. The delivery deadline for the goods is up to 90 (ninety) days, counted from the issuance of the Supply Order.
- 4.2. The term of this Contract is 12 (twelve) months, starting on XX/XX/202X and ending on XX/XX/202X, and it may be extended up to a maximum of 05 (five) years.

5. CLAUSE FIFTH - OF THE BUDGETARY 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	Project/Activity	Nature and Expense Item	Source
04501	1779	44.90.52.000	1.759.0137

Av. Dr. Hélio Ribeiro, n° 525, Edifício Helbor Dual Business, 5° Andar, Bairro Alvorada, CEP 78.048-250, Cuiabá-MT.

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6. CLAUSE SIX - CONTRACT VALUE

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

7. CLAUSE SEVEN - PAYMENT

- 7.1. The payment will be made according to the following procedure:
 - 7.1.1. Within 15 days after the signing of the contract, a payment corresponding to 50% (fifty percent) of the total contract value will be made to the contractor, provided that the contract requirements are met.
 - 7.1.2. Within 10 (ten) business days after the inspection certifies the final receipt of the respective playground equipment, a payment corresponding to 45% (forty-five percent) of the total contract value will be made to the contractor.
 - 7.1.3. Within 10 (ten) business days after the inspection approves the compliance report issued by the contractor's supervisor, a payment corresponding to 5% (five percent) of the total contract value will be made to the contractor;
 - 7.1.4. The payment will be made according to the conditions established in the contract with the trading company hired for the importation of these equipment.

8. CLAUSE EIGHT - PRODUCT WARRANTY AND TECHNICAL ASSISTANCE

- 8.1. The warranty period for the playground equipment is at least 1 (one) year, starting from the first day following the approval of the compliance report issued by the supervisor of the contracted company
- 8.2. The warranty covers the performance of corrective maintenance of the goods by the Contractor itself or, if applicable, through authorized technical assistance, in accordance with specific technical standards
 - 8.2.1. Corrective maintenance is understood as that aimed at correcting defects presented by the goods, including the replacement of parts, adjustments, repairs, and necessary corrections.
- 8.3. Parts that present defects or flaws during the warranty period must be replaced with new, unused, and original parts that meet quality and performance standards equal to or greater than those used in the manufacturing of the equipment.
- 8.4. Upon notification, the Contractor will repair or replace the goods that present defects or flaws within a period of up to 30 business days, counting from the date the equipment is removed from the contracting party's premises by the contractor or by the authorized technical assistance.
 - 8.4.1. The deadline indicated in the previous subitem may be extended only once, for an equal period, upon a written and justified request from the Contractor, accepted by the Client.
 - 8.4.2. In the event of the above subitem, the Contractor shall provide parts and/or components of the equipment with equal or superior specifications to those previously supplied, for temporary use by the Client, in order to ensure the continuity of administrative work during the execution of the repairs.
- 8.5. If the deadline for repairs and replacements expires without the Contractor fulfilling the Client's request or providing justifications, the Client is authorized to hire another company to carry out the repairs, adjustments, or replacement of the equipment or its components, as well as to



demand reimbursement from the Contractor for the corresponding costs, without this resulting in the loss of the equipment's warranty.

- 8.6. The cost related to the transportation of the equipment covered by the warranty shall be the responsibility of the Contractor.
- 8.7. MT Par shall acquire components or parts of foreign origin for the maintenance of equipment during the technical warranty period, from the original supplier of these equipment, when not covered by the warranty.

9. CLAUSE NINE - PRICE ADJUSTMENT

- 9.1. The prices are fixed and non-adjustable for a period of one year from the base date of the proposal.
- 9.2. Within the term of the contract and upon the Contractor's request, the contracted prices may be adjusted after the lapse of one year, using the IPCA/IBGE index exclusively for obligations that are initiated and completed after the occurrence of the annual period.
- 9.3. For subsequent adjustments to the first one, the minimum period of one year will be counted from the financial effects of the last adjustment.
- 9.4. In case of delay or non-disclosure of the adjustment index, the CLIENT shall pay the CONTRACTOR the amount calculated based on the last known variation, settling the corresponding difference as soon as the definitive index is disclosed. The CONTRACTOR is required to present a calculation sheet regarding the price adjustment of the remaining amount whenever it occurs.
- 9.5. If the index established for adjustment is discontinued or, for any reason, can no longer be used, the one determined by the applicable legislation in force at that time shall be adopted as a replacement.
- 9.6. In the absence of legal provisions regarding the substitute index, the parties shall choose a new official index for the price adjustment of the remaining amount through an addendum.
- 9.7. The adjustment will be made by means of an addendum.

10. CLAUSE TEN – ECONOMIC-FINANCIAL REBALANCING

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

11. CLAUSE ELEVEN – ADDITION AND SUPPRESSION OF QUANTITY

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

12. CLAUSE TWELVE – OBLIGATIONS OF THE CONTRACTOR

- 12.1. To supply and deliver the goods in perfect condition, as per the specifications, deadline, location, and quality stipulated in the Terms of Reference, as well as in its annexes, commercial proposal, and Contract, accompanied by the respective invoice/proforma invoice or similar, which will include information regarding: brand, manufacturer, model, origin, and warranty or validity period, among other requirements.



- 12.2. Provide technical support throughout the warranty period;
- 12.3. Provide all clarification or information requested by the Client or the contract supervisors, ensuring them access at any time to the location where the goods are manufactured, as well as the documents related to the execution of the object;
- 12.4. Agree, together with the Client, on the deadlines established in the kick-off meeting schedule, which will be considered final for the purposes of administrative sanctions;
- 12.5. Indicate the legal representation in Brazil with express powers to receive notifications and respond on behalf of the bidder in administrative and judicial matters related to the present bidding and contracts arising therefrom.
- 12.6. Promote the technical organization of the Products, to manage them effectively and efficiently, in accordance with the documents and specifications that are part of this Terms of Reference, within the determined timeframe;
- 12.7. Maintain throughout the contract term, in line with the obligations assumed, all conditions of eligibility and qualification.
- 12.8. Bear the costs arising from any mistakes in the quantification of its proposal, including variable costs resulting from future and uncertain factors, except when any of the events listed in the items of §1 of Art. 151 of the Internal Regulations of Bidding and Contracts of MT PAR occurs.
- 12.9. Assume responsibility for all labor, social security, tax, commercial, and other obligations under specific legislation, with non-compliance not transferring responsibility to MT PAR;
- 12.10. No labor or social security charges, including work accidents, taxes, or civil liability of any nature, shall be imputed to or communicated to the CLIENT;
- 12.11. Maintain, throughout the contract term, in accordance with the obligations assumed, all eligibility and qualification conditions required in the bidding process, proving them whenever requested by MT PAR;
- 12.12. Comply with the regular determinations issued by the supervisor and provide any clarification or information requested by them;
- 12.13. Repair, correct, remove, reconstruct, or replace, at its own expense, in whole or in part, within the period fixed by the contract supervisor, any goods found with defects, faults, or inaccuracies resulting from the execution or the materials used;
- 12.14. Be responsible for defects and damages arising from the execution of the object, as well as for any damage caused to the Administration or third parties, without reducing this responsibility due to the supervision or monitoring of the contractual execution by the Client, who will be authorized to deduct the corresponding amount of damages from the payments due or from the guarantee, if required.
- 12.15. Keep confidential all information obtained as a result of complying with the contract.
- 12.16. In the case of foreign companies without authorization to operate in the country, indicate the legal representation in Brazil with express powers to receive notifications and respond on behalf of the bidder in administrative and judicial matters related to the present bidding and contracts arising therefrom.
- 12.17. The Contractor must comply with all obligations outlined in the contractual instrument, its annexes, and its proposal, assuming all risks and expenses arising from the proper and perfect execution of the object.
- 12.18. Bear the costs arising from any mistakes in the quantification of its proposal, including variable costs resulting from future and uncertain factors, except when any of the events listed in the items of §1 of Art. 151 of the Internal Regulations of Bidding and Contracts of MT PAR occurs;
- 12.19. Be responsible for the expenses necessary for the perfect execution of the object in accordance with the established Terms of Reference.
- 12.20. Notify the Client within 02 (two) business days of any changes to address, bank account, phone number, email, or other necessary details for correspondence receipt.
- 12.21. Not publicize or provide any other information regarding the contracted activities without the prior authorization of the Client.
- 12.22. Present the documents from the bidding qualification phase accompanied by sworn translation in the country and apostilled as per Decree No. 8.660, of January 29, 2016, or any future



regulation that replaces it, or consularized by the respective consulates or embassies when dealing with documents in a foreign language.

- 12.23. Assume any other obligations described in the contract and annexes.
 12.24. Failure to comply with the obligations assumed will result in contractual breach, leading to contract termination and other penalties provided by law, ensuring the right to due process and broad defense for the Contractor.

13. CLAUSE THIRTEENTH – OBLIGATIONS OF THE CONTRACTING PARTY

- 13.1. Receive the products in the conditions established in the Notice and its annexes;
 13.2. Provide the Contractor with all the elements and data necessary for the proper execution of the object;
 13.3. Be responsible for the nationalization and importation of the acquired products, covering all activities related to transportation, insurance, customs clearance, and other activities inherent to the process;
 13.4. Agree, together with the Contractor, on the deadlines established in the kick-off meeting schedule, which will be considered final for the purposes of administrative sanctions;
 13.5. Enforce the fulfillment of all obligations assumed by the Contractor, in accordance with the contract and its annexes;
 13.6. Receive the object within the deadlines and conditions established in the Terms of Reference.
 13.7. Notify the Contractor, in writing, about defects, flaws, or inaccuracies found in the supplied object, so that it may be replaced, repaired, or corrected, in whole or in part, at the Contractor's expense;
 13.8. Monitor and supervise the execution of the contract and the fulfillment of the Contractor's obligations.
 13.9. Make the payment to the Contractor for the corresponding amount of the supplied object, within the agreed deadline, manner, and conditions;
 13.10. Apply sanctions to the Contractor in case of contractual non-compliance.
 13.11. Explicitly issue a decision on all requests and claims related to the execution of the object, except for requests that are manifestly irrelevant, merely delaying tactics, or of no interest for the proper execution of the agreement.
 13.12. Respond to any requests from the Contractor for the restoration of the economic-financial balance within a maximum period of 30 days.
 13.13. Fulfill the obligations related to the importation of the product, either directly or indirectly.
 13.14. In case of unjustified payment delay by the Client, the amounts due to the Contractor will be monetarily updated from the end of the payment deadline until the date of actual payment, applying the IPCA index for monetary correction.
 13.15. Publish in the Official State Gazette the designation of the employees who make up the monitoring commission, in accordance with articles 155 to 160 of MT PAR's Internal Regulations for Bidding and Contracts.
 13.16. Require from the Contractor, at any time, proof of the conditions required for the contract.
 13.17. Thoroughly check, within the established period, the conformity of the products received with the specifications in this document, the project, the proposal, and other documents that show the technical descriptions, for acceptance and final receipt purposes.
 13.18. Notify the Contractor in writing about any imperfections, faults, or irregularities in the supplied object, so that it can be replaced, repaired, or corrected.
 13.19. Reject, in whole or in part, products delivered in breach of the Contract.
 13.20. MT PAR will not be liable for any commitments made by the CONTRACTOR with third parties, nor for any damage caused to third parties due to acts of the CONTRACTOR, its employees, representatives, agents, or subordinates.
 13.21. Not make any payment to the CONTRACTOR while any obligation is pending.
 13.22. This will not entitle the Contractor to price adjustment or monetary correction, as the delay was caused by the CONTRACTOR.



14. CLAUSE FOURTEENTH - OF ADMINISTRATIVE SANCTIONS

- 14.1. The following conduct is considered subject to sanctions, among others:
- 14.1.1. Fail to attend, without justification, the summons for the signing of the contract or an equivalent instrument;
 - 14.1.2. Fail to digitally sign and submit the contract within the deadline established by the CLIENT;
 - 14.1.3. Fail to receive, without justification, emails from the CLIENT;
 - 14.1.4. Act in bad faith in the contractual relationship, proven in a specific process;
 - 14.1.5. Submit false documents in any administrative process initiated by MT PAR;
 - 14.1.6. Frustrate or defraud, through an agreement, combination, or any other means, the bidding process and the resulting contract;
 - 14.1.7. Remove or attempt to remove a participant through violence, serious threats, fraud, or offering any kind of advantage;
 - 14.1.8. Act in bad faith in the bidding process or in the contractual relationship, proven in a specific process;
 - 14.1.9. Engage in contractual non-performance;
 - 14.1.10. Hinder, disturb, or defraud the performance of any act in the bidding procedure;
 - 14.1.11. Breach the confidentiality of a proposal presented in a bidding process, or allow a third party the opportunity to breach it;
 - 14.1.12. Remove or attempt to remove a bidder, through violence, serious threats, fraud, or offering any kind of advantage;
 - 14.1.13. Defraud, to the detriment of MT PAR, a bidding process initiated for the acquisition or sale of goods or merchandise, works and services, or contracts resulting therefrom.
 - 14.1.13.1. arbitrarily raising the prices
 - 14.1.13.2. selling counterfeit or damaged goods as if they were genuine or perfect;
 - 14.1.13.3. delivering one product instead of another;
 - 14.1.13.4. altering the substance, quality, or quantity of the supplied goods;
 - 14.1.13.5. unjustly making the proposal more burdensome in any way;
 - 14.1.14. Fraudulently or irregularly creating a legal entity to participate in a public bidding or to enter into an administrative contract;
 - 14.1.15. Obtaining undue advantage or benefit fraudulently from modifications or extensions of contracts with MT PAR, without legal authorization, in the bidding call, or in the respective contractual instruments;
 - 14.1.16. Manipulating or defrauding the economic-financial balance of contracts with MT PAR;
 - 14.1.17. Hindering the investigative or supervisory activities of public agencies, entities, or agents, or intervening in their actions, including within regulatory agencies and oversight bodies.
 - 14.1.17.1. Proof of the above practices will result in administrative and judicial responsibility for the bidder or contractor, and, if it is a legal entity, will entail the individual responsibility of the company's executives and administrators/managers as authors, co-authors, or participants in the unlawful act, in accordance with Law No. 12,846 of 2013. A Responsibility Investigation Process must be conducted in accordance with State Decree No. 522 of April 15, 2016.
- 14.2. The termination by unilateral action of the Contractor, without cause by MT PAR, results in the following consequences, without prejudice to the penalties provided in the Internal Regulations for Bids and Contracts of MT PAR and other applicable legislation:



- 14.2.1. Execution of the contractual guarantee, if required, for the payment of the fine and reimbursement for any damages suffered by MT PAR, including those related to advance payment;
- 14.2.2. In the event of insufficient contractual guarantee, the retention of credits arising from the contract shall occur up to the limit of the damages caused to MT PAR.
- 14.3. The warning sanction is applicable whenever the act committed, although unlawful, is not sufficient to cause harm to MT PAR, its facilities, people, image, environment, or third parties..
- 14.3.1. Repetition of the warning sanction may lead to the application of a penalty such as a fine or suspension.
- 14.4. Non-compliance with the obligations assumed by the CONTRACTOR, without justification accepted by the CONTRACTING PARTY and ensuring prior and broad defense, may result in the following administrative sanctions:
- 14.4.1. **Warning:**
- 14.4.1.1. A written warning will be issued for non-compliance with any contractual obligations deemed minor infractions, understood as those not causing significant harm to the contract object;
- 14.4.1.2. Repeated issuance of a warning may lead to penalties such as fines or suspension.
- 14.4.2. **Late Payment Fine:**
- 14.4.2.1. For unjustified delays in the delivery of equipment/products, the fine will be calculated using the following equation:

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

M = value of the penalty

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

N = period of delay in calendar days;

F = progressive percentage factor according to the table below:

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

- 14.4.3. **Compensatory Penalty:**
- 14.4.3.1. A compensatory penalty of 25% of the contract value will be applied for total non-performance of the contract object, which is configured when the Contractor fails to execute the contracted object, completely violating the contractual obligations.
- 14.4.3.2. In the case of partial non-performance, the penalty, at the same percentage as the above subitem, will be applied proportionally to the unmet obligation.
- 14.4.4. **Suspension of the right to participate in bidding and prohibition from contracting with MT PAR for up to 2 (two) years;**



- 14.5. The penalties of suspension from bidding and prohibition from contracting with MT PAR will follow the provisions of Articles 171 to 173 of the MT PAR Internal Regulations on Bidding and Contracts.
- 14.6. The sanctions provided in items 14.4.1 and 14.4.4 of this clause may be applied in conjunction with the penalties of fines...
- 14.7. In the case of unilateral termination by the contractor, where MT PAR has not caused the termination, the following consequences will apply, without prejudice to the sanctions provided in the MT PAR Internal Regulations on Bidding and Contracts and other applicable legislation:
- 14.7.1. Execution of the contractual guarantee, if required, to cover the penalty and compensate for any damages suffered by MT PAR;
- 14.7.2. In the event of insufficient contractual guarantee, retention of credits resulting from the contract up to the limit of the damages caused to MT PAR.
- 14.8. Total or partial non-performance of the contract, where MT PAR has not caused the non-performance, may lead to its termination with the applicable consequences..
- 14.9. In the event of a contractual infraction penalized with a fine, the contractor must be formally notified to present a preliminary defense.
- 14.10. Failure to pay the imposed fine will result in appropriate legal measures. Repeated non-payment may lead to the application of the sanction of suspension from participating in bidding and prohibition from contracting with MT PAR for up to 2 (two) years.
- 14.11. Payment of the contractual fine does not relieve the contractor of the obligation to compensate for damages exceeding the fine suffered by MT PAR.
- 14.12. Fines due and/or damages caused to the Contractor will be deducted from the amounts to be paid, or collected in favor of MT PAR, or deducted from the guarantee, or, if necessary, registered as Active Debt of the State and judicially collected.
- 14.13. If determined by the CONTRACTING PARTY, the fine must be paid within a maximum of 10 (ten) calendar days from the date of receipt of the communication sent by the competent authority.
- 14.14. If the fine amount is insufficient to cover the damages caused by the contractor's conduct, MT PAR may pursue the remaining amount judicially, according to Article 419 of the Civil Code.
- 14.15. The competent authority, when applying sanctions, will consider the severity of the infringer's conduct, the educational nature of the penalty, and the damage caused to MT PAR, adhering to the principles of Proportionality and Reasonableness.
- 14.16. No sanction will be applied without the proper administrative process, ensuring that the CONTRACTOR is afforded the right to a defense and ample opportunity to contest.
- 14.17. The applied sanctions will be reported to the General Supplier Registration of the State of Mato Grosso by the CONTRACTING PARTY for recording.
- 15. CLAUSE FIFTEENTH – AMENDMENT**
- 15.1. Any potential contractual changes will be governed by the provisions of Articles 138 to 152 of the Internal Regulations on Bidding and Contracts of MT PAR.
- 16. CLAUSE SIXTEENTH – TERMINATION**
- 16.1. The parties may terminate the contract amicably, unilaterally, or judicially, as outlined in Articles 161 to 165 of the MT PAR Internal Regulations for Bidding and Contracts.
- 16.2. The CONTRACTOR acknowledges the rights of the CONTRACTING PARTY in the event of unilateral termination due to total or partial non-performance of the contract.
- 17. CLAUSE SEVENTEENTH - CONTROL AND MONITORING**
- 17.1. The object of this Contract Term will be monitored and supervised by an employee(s), duly designated by the CLIENT, a supervisor, or a supervision committee, who will be responsible



for resolving any doubts that arise during the execution of the contract, making proper records of all occurrences related to the execution of the Contract, determining necessary actions to regularize any faults and/or defects identified, or, if necessary, reporting to superiors when the actions required exceed their competence, so that appropriate measures can be taken in accordance with current legislation;

- 17.2. The procedures for monitoring and overseeing the contract are governed by articles 155 to 160 of MT-PAR's Internal Regulations for Bidding and Contracts.

18. CLAUSE EIGHTEENTH – CONTRACTUAL WARRANTY

- 18.1. No contractual guarantee will be required.

19. CLAUSE NINETEEN – RISK MATRIX

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

20. CLAUSE TWENTY - CONTRACT TERMINATION

- 20.1. The contract will terminate when the obligations of both parties are fulfilled, even if this occurs before the stipulated term.
- 20.2. Obligations that are not fulfilled within the stipulated period will result in the extension of the contract's validity until the completion of the object, in which case the CONTRACTED PARTY must adjust the schedule fixed for the contract, and the CONTRACTING PARTY must formalize the necessary extensions up to the limit provided in Article 71 of Law 13,303/2016 and Article 128 of the Internal Regulations of Bidding and Contracts of MT-PAR.
- 20.3. When the failure to complete the contract, as referred to in the previous item, is due to the fault of the CONTRACTED PARTY:
- 20.3.1. It will be considered in default, and the respective administrative sanctions will be applied;
 - 20.3.2. MT PAR may choose to terminate the contract, and in this case, will take the measures permitted by law for the necessary provisions

21. CLAUSE TWENTY-FIRST - GENERAL DATA PROTECTION LAW

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

22. CLAUSE TWENTY-SECOND - OF CONFIDENTIALITY

- 22.1. The Contractor is fully responsible for maintaining confidentiality regarding any data and information provided by MTPAR or contained in any documents and media to which it becomes aware during the execution of the work and the completion of the services. Under no circumstances or pretext may the Contractor disclose, reproduce, or use such information.
- 22.2. At the start of its activities, the Contractor must sign a confidentiality and non-disclosure agreement as proposed in the confidentiality and non-disclosure term, which is an annex to the contract. By signing this term, the Contractor, including all professionals involved in the execution of services, commits to safeguarding the confidentiality of any data, materials, details, information, technical and commercial specifications of the CLIENT, which it may become aware of or have access to, or that may be entrusted to it, whether



or not related to the provision of services under the contract. The Contractor may not, under any pretext, reproduce, disclose, reveal, or make known to third parties unrelated to this contract, under the penalties of law.

22.2.1. The obligation of confidentiality will remain in effect after the expiration of this contract, and any breach will subject the violating party to the contractual penalty provided for in the contract, without prejudice to civil and criminal liabilities, for a period of 10 (ten) years.

23. CLAUSE TWENTY-THIRD - OF INTELLECTUAL PROPERTY

- 23.1. The intellectual property of all products generated, including reports, specifications, technical descriptions, prototypes, data, diagrams, plans, drawings, source codes of programs in any media, documentation in paper or any other form or media, shall belong to MT PAR, in accordance with Article 80 of Law 13.303/2016 and Law 9.610/98, which addresses copyright law. The Contractor is prohibited from commercializing such products, and under no circumstances or pretext may they disclose, reproduce, or use them.
- 23.2. The Contractor must deliver to MT PAR any product described in the above item, even if it was produced without MT PAR's request.
- 23.3. The use of proprietary solutions or components from the Contractor or third parties in the construction of any artifacts related to this Contract, which may affect the ownership of the product, must be formally and previously authorized by the Client.
- 23.4. The Contractor is prohibited from making any type of publicity regarding the contracted services, without the express authorization of the Client, under penalty of applying the appropriate sanctions.
- 23.5. The Contractor is prohibited from broadcasting or commercializing the products and information generated regarding the object of the services, unless expressly authorized by the Client.

24. CLAUSE TWENTY-FOURTH - OF SUBCONTRACTING

- 24.1. The Contractor is prohibited from transferring, assigning, subcontracting, negotiating, using in any case as a guarantee or instrument of surety or collateral, whether commercial or banking, as well as transacting with third parties of any legal entity, the obligations, responsibilities, and other clauses established in the contractual instrument

25. CLAUSE TWENTY-FIFTH - OF OMITTED CASES

- 25.1. The omitted cases will be decided by the CONTRACTING PARTY, according to the provisions contained in the Internal Regulations for Bidding and Contracts of MT PAR, in Law No. 13.303/2016, and, subsidiarily, according to the provisions of Law No. 8.078, of 1990.

26. CLAUSE TWENTY-SIXTH - OF THE PUBLICATION OF THE EXTRACT

- 26.1. The CONTRACTING PARTY will arrange for its publication in the Official State Gazette of Mato Grosso, in accordance with the provisions of Law 13.303/2016.

27. CLAUSE TWENTY-SEVENTH - ANTICORRUPTION

- 27.1. For the execution of this contract, neither party shall offer, give, or commit to give to anyone, nor accept or commit to accept from anyone, either on their own behalf or through another, any payment, donation, compensation, financial advantages, or benefits of any kind, whether directly or indirectly related to the object of this contract, or otherwise unrelated, which must also be observed by agents and collaborators.

28. CLAUSE TWENTY-EIGHTH - JURISDICTION

- 28.1. The forum of the District of Cuiabá, State of Mato Grosso, is hereby elected to resolve all matters arising from this Contract, being the competent forum for the initiation of any legal action arising from this instrument, with the exclusion of any other, no matter how privileged.



Anexo



And, having agreed and being in accordance, the parties sign this Contract in 02 (two) copies of equal content and form.

Cuiabá-MT, XXX de XXX de 2025.

XXX

CONTRACTED PARTY

MT PARTICIPAÇÕES E PROJETOS S.A – MT PAR

WENER SANTOS

CONTRACTING PARTY

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



**ANNEX IV
TERMS OF REFERENCE**

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