



| INTERNATIONAL ELECTRONIC BIDDING N° 019/2026/MTPAR  |  |
|---|--|
| OBJECT  |  |
| Acquisition of LED panels intended for the scenography of the Tree of Life at Parque Novo Mato Grosso, in accordance with the conditions, quantities, and requirements set forth in this tender notice and its attachments. |  |
| PUBLIC SESSION START TIME   | BID SUBMISSION DEADLINE  |
| 28/04//2026 at 10:15 a.m. (Brasília Standard Time — BRT), 09:15 a.m. (Local Time) - (Cuiabá - MT)   | 28/04/2026 at 09:30 a.m. (Brasília Standard Time — BRT), 08:30 a.m. (Local Time) - (Cuiabá - MT) |
| ESTIMATED CONTRACT VALUE  | BID SUBMISSION OPENS   |
| CONFIDENTIAL — in accordance with Art. 34 of Federal Law No. 13,303/2016 and Art. 21, §2° of MTPar's Internal Bidding Regulations.  | From 14/04//2026 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, CHALLENGES, AND DOCUMENT SUBMISSION   |  |
| Email addresses: <a href="mailto:licitacoes@mtpar.mt.gov.br">licitacoes@mtpar.mt.gov.br</a><br>Subject: ELECTRONIC BIDDING n° 019/2026/MTPAR<br>Telephone: + 55 (65) 3622-0133  |  |
| GENERAL REMARKS   |  |





- All time references in the Bidding Document, notices, and during the public session shall mandatorily observe Brasília Standard Time (BRT — UTC-3), Brasília - Federal District, Brazil;
- The language used throughout the bidding process shall be Brazilian Portuguese;
- • The foreign company must appoint a legal representative in Brazil, with express powers to sign contracts, receive notifications, citations, represent, and respond administratively or judicially;
- • The price proposal values to be entered into the BLL Compras system (<https://bll.org.br>) must be offered in the NATIONAL CURRENCY (BRAZILIAN REAL – R\$);
- BLL Compras, Technical Support: WhatsApp +55 41 3149-9300 - Support is available Monday to Friday, from 08:00 AM to 06:00 PM (Brasília-DF Time).

**ANNEXES TO THE TENDER NOTICE**

ANNEX A — Technical Specifications Booklet;

ANNEX B — Commercial Proposal Form and Technical Breakdown;

ANNEX C — Joint Declaration;

ANNEX D — Draft Contract; and

ANNEX E — Terms of Reference.

**BIDDING INSTRUCTIONS**

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

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MTPar hereby gives public notice that it will conduct an **INTERNATIONAL** competitive bidding process, in **ELECTRONIC form**, with award criterion based on the **LOWEST GLOBAL PRICE**. This procurement process and the resulting contract shall be governed by Federal Law N° 13.303/2016 and by the Internal Procurement and Contracting Regulations of MT Participações e Projetos S.A. – MTPar, available at [https://www.mtpar.mt.gov.br/files/ugd/04b0f8\\_067c7d9581d542f68299e4fe9bc9a092.pdf](https://www.mtpar.mt.gov.br/files/ugd/04b0f8_067c7d9581d542f68299e4fe9bc9a092.pdf), as well as by the provisions set forth in this Bidding Document and other applicable legal regulations.

## 1. PREAMBLE

1.1. This document contains the rules to be observed by bidders regarding participation, preparation, and submission of Proposals, as well as compliance with qualification requirements.

1.1.1. The **Proposal** is defined as the set of documents containing data and information related to the subject matter of this Bidding Document, including commercial data, technical data, catalogues, diagrams and drawings, cost breakdown sheets, and other supplementary information submitted by the Bidder.

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

1.1.3. **Bidding Documents** are defined as this Bidding Document, as well as any supplements thereto that may be issued by MTPar.

1.2. The object of this bidding process is the selection of the most advantageous proposal for the **"Acquisition of LED panels intended for the scenography of the Tree of Life at Parque Novo Mato Grosso, in accordance with the conditions, quantities, and requirements set forth in this tender notice and its attachments"**, as detailed below:

| SINGLE LOT |   |                |          |
|------------|---|----------------|----------|
| ITEM       | DESCRIPTION   | UNIT           | QUANTITY |
| 01         | External flexible MESH-type LED panel, with pixel pitch equal to or less than 31.25mm, SMD 2727-type LEDs or equivalent, brightness equal to or greater than 5,000 nits, and pixel density equal to or greater than 1,024 pixels per square meter; dimensions of 1,000×1,000mm or 1,000×500mm; IP67 ingress protection on both front and rear, suitable for outdoor environments; manual and automatic brightness control; adjustable color temperature; horizontal and | M <sup>2</sup> | ≥ 1200   |





|    |   |                |     |
|----|---|----------------|-----|
|    | vertical viewing angle equal to or greater than 140 degrees; contrast ratio equal to or greater than 4,000:1; 14-bit processing depth and frame refresh rate equal to or greater than 3,840 Hz; maximum power consumption equal to or less than 800 watts per square meter, and typical power consumption equal to or less than 300 watts per square meter; input voltage between 200 and 240 Vac, with input frequency of 60 Hz; service life equal to or greater than 100,000 hours and minimum warranty of 3 (three) years. Control and operation equipment for the LED panel, as well as mounting and connection items, shall be included and provided, such as: main controllers, sub-controllers, video processors, signal and power cables, steel cable tensioners, converters, power supplies, management software, and all accessories compatible with the dimensions and resolution of the installed panel, ensuring stable operation, image synchronization, and maintenance of the specified performance. |                |     |
| 02 | External rental LED panel: with pixel pitch equal to or less than 3.91mm, 3-in-1 SMD-type LEDs; brightness equal to or greater than 4,000 nits and pixel density equal to or greater than 62,500 pixels per square meter; dimensions equal to or less than 500mm in width and length; rear or front serviceability; IP65 ingress protection on both front and rear, suitable for indoor/outdoor environments; die-cast aluminum housing; manual and automatic brightness control; adjustable color temperature; horizontal viewing angle equal to or greater than 140 degrees and vertical viewing angle equal to or greater than 120 degrees; contrast ratio equal to or greater than 4,000:1; 14-bit processing depth and frame refresh rate equal to or greater than 3,840 Hz; maximum power consumption equal to or less than 800 watts per square meter, and typical power consumption equal to or less than 350 watts per square meter; input voltage between 200 and   | M <sup>2</sup> | 130 |





|  |   |  |  |
|--|---|--|--|
|  | 240 Vac, with input frequency of 60 Hz; service life equal to or greater than 100,000 hours and minimum warranty of 3 (three) years. Control and operation equipment for the LED panel, as well as mounting and connection items, shall be included and provided, such as: main controllers, sub-controllers, video processors, signal cables, converters, power supplies, management software, and all accessories compatible with the dimensions and resolution of the installed panel, ensuring stable operation, image synchronization, and maintenance of the specified performance. |  |  |
|--|---|--|--|

- 1.3. The bidding process will be conducted in 01 (ONE) single lot.
- 1.4. In case of any discrepancy between the item descriptions in the Bidding Document and those on the BLL Portal, the descriptions in the Bidding Document and its Annexes shall prevail.
- 1.5. The estimated value of the Bidding is confidential as determined by Article 21, §2 of the Internal Procurement and Contracting Regulations of MTPar, as well as Article 34 of Law N° 13.303/2016.

## 2. DELIVERY TIMEFRAME

- 2.1. The delivery period for the goods shall be up to 70 (seventy) calendar days, counted from the receipt of the Supply Order, Commitment Note, or equivalent instrument, encompassing the manufacturing period, pre-shipment inspection, and delivery at the designated port of embarkation in the country of origin, for foreign bidders, or delivery at the location indicated at Parque Novo Mato Grosso, for domestic bidders.
- 2.2. The contract shall have a term of 01 (one) year, renewable up to a maximum of 05 (five) years, pursuant to Article 71 of Federal Law No. 13,303/2016 and Article 128 of the Internal Procurement and Contracting Regulations of MTPar.

## 3. CONDITIONS FOR PARTICIPATION

- 3.1. Legal entities whose business activities are compatible and relevant to the object of this bidding process and that meet the requirements set forth in this Tender Notice and its Attachments may participate in this procurement process. All costs arising from the preparation and submission of proposals shall be borne exclusively by the bidders, and no compensation shall be due to any bidder for the performance of such acts.

3.1.1. Any interested companies, whether Brazilian or foreign, that meet the conditions

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established in the Notice and related legislation may participate in this bidding.

3.2. Preferential treatment shall be granted to microenterprises and small businesses, as provided in Article 34 of Law No. 11,488/2007, as well as to individual microentrepreneurs (MEI), within the limits established by Complementary Law No. 123/2006.

3.3. Any false statement regarding compliance with any requirement shall subject the bidder to the penalties provided for by law and in this Notice.

3.4. Under penalty of disqualification or rejection, all documents submitted by the Bidders must refer to the same company, through documentation that proves its identification.

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

3.4.2. For foreign bidders, all documents must be submitted under the same TIN, DUNS, or other identification number officially recognized by the Brazilian government, as indicated in the price proposal, except for those documents permitted by law.

3.5. The Bidders shall be responsible for the accuracy and legitimacy of the information and documents submitted at any stage of the bidding process, bearing all costs related to the preparation of the proposal and qualification, with no entitlement to any form of reimbursement, regardless of the outcome of the bidding.

3.6. Any parties deemed ineligible under the applicable legislation shall be prohibited from participating in any stage of the process, including those who:

3.6.1. Have been subject to penalties or prohibitions that, in any way, restrict their participation in bidding processes or their contracting with the Public Administration, in cases where the scope of such sanctions extends to MTPar, including those provided for in Laws No. 13,303/2016, 12,527/2011, 12,529/2011, 9,605/1998, and 14,133/2021.

3.6.2. Are under a decree of bankruptcy, undergoing judicial or extrajudicial reorganization, dissolution, or liquidation.

3.6.2.1. In the case of judicial or extrajudicial reorganization, a company may participate provided that it submits proof of the granting of judicial or extrajudicial reorganization, or the court approval of the extrajudicial reorganization plan.

3.6.3. Fall under any of the prohibitions set forth in Law No. 13,303/2016, particularly in Articles 38 and 44.

3.6.4. Have a family relationship with a public official holding a commissioned position or a





position of trust at MTPar.

3.6.5. Whose administrator or partner with management authority has a kinship relationship with:

3.6.5.1. a holder of a commissioned position or a position of trust working in the area responsible for the procurement; or

3.6.5.2. a hierarchically superior authority within the scope of MTPar.

3.7. The restrictions shall be verified through the TCU's Consolidated Legal Entity Consultation, the State Registry of Debarred or Suspended Companies – CEIS/MT, and other relevant registration systems that may be developed and made available for consultation, as applicable.

3.8. The participation of cooperatives and companies organized in consortium shall not be permitted in this bidding process.

3.9. The participation of companies in this bidding process shall not be permitted:

3.9.1. Companies that have been declared ineligible by any body of the Public Administration, whether direct or indirect, at any level of government, as well as those that are subject to suspension from the right to contract or bid with the contracting authority or entity conducting the bidding process.

3.9.2. That do not meet the conditions set forth in this Notice and its annex(es);

3.9.3. That are under bankruptcy, creditor insolvency proceedings, judicial composition, or in the process of dissolution or liquidation. Bidders undergoing judicial reorganization must present a reorganization plan approved by a judge, in accordance with Article 52 of Law No. 11,101/2005.

3.10. The Bidder may participate in this bidding process through its head office or branch, provided that it meets the qualification requirements in relation to the establishment through which it intends to participate in the bidding.

3.11. The Bidders shall be responsible for the accuracy and legitimacy of the information and documents submitted at any stage of the bidding process, bearing all costs related to the preparation of the proposal and qualification, with no entitlement to any form of reimbursement, regardless of the outcome of the bidding process.

#### 4. CREDENTIALING

4.1. Interested parties wishing to participate in this Electronic Bidding process must have an access





key and password to use the electronic system available on the website <https://bl.org.br> .

- 4.2. The accreditation of the bidder and its legal representative in the electronic system implies legal responsibility for the acts performed and the presumption of technical capacity to carry out transactions inherent to the bidding process.
- 4.3. The use of the access password by the bidder is its sole responsibility, including any transaction carried out directly or by its representative. Neither the system provider nor MTPar shall be held liable for any damages resulting from improper use of the password, even if by third parties.
- 4.4. The loss of the password or breach of confidentiality must be immediately reported to the system provider for prompt blocking of access.
- 4.5. The Bidder shall be solely and formally responsible for the transactions carried out in its name and shall consider its proposals and bids to be firm and valid, including acts performed directly or by its representative. The system provider and the contracting authority or entity conducting the bidding process shall not be held liable for any damages resulting from improper use of access credentials, even if by third parties.
- 4.6. MTPar does not have the authority to intervene in the accreditation of suppliers for obtaining the access key and password, as this procedure is the sole responsibility of the electronic system provider.

## 5. FORMALIZATION OF REQUEST FOR CLARIFICATION

- 5.1. Up to 05 (five) business days prior to the deadline for submission of proposals, any interested party may submit to MT Par a request for clarification regarding this Notice, through the e-mail address indicated on the cover page of this Notice.
- 5.2. Once a request for clarification has been submitted, the response shall be published by the last business day prior to the date of the opening of the bidding process.
  - 5.2.1. The requests for clarification, as well as the respective responses, shall be made available on MTPar's official website <https://www.mtpar.mt.gov.br/licitacoes> .
- 5.3. Prior to the deadline for submission of proposals, MTPar may issue addenda to revise, amend, or modify any part of this Notice.
  - 5.3.1. Any addenda to this Notice that unquestionably affect the formulation of the Proposal shall result in the reopening of the originally established deadline.
- 5.4. All clarifications and addenda issued shall be made available in the electronic system.





- 5.5. It is the Bidder's responsibility to remain informed of any amendments or clarifications regarding this Notice by continuously consulting the electronic system, and MTPar shall not be held responsible for failure to observe this procedure.
- 5.6. Bidders shall not consider, in the preparation of their Proposal, any information or clarifications obtained by means other than those established above.
- 5.7. Interested parties wishing to review the administrative process, while respecting the confidentiality of the estimated acquisition value, may request prior access to the documents by submitting a request to MTPar via the electronic addresses provided on the cover page of this Notice.

## 6. CHALLENGE TO THE NOTICE

- 6.1. Any citizen may challenge the bidding instrument within up to 05 (five) business days prior to the date set for the opening of the public session, by means of a reasoned petition, and the Bidding Agent, assisted by the Requesting Area, shall decide on such challenge within up to 02 (two) business days prior to the date of the opening of the bidding procedure.
- 6.2. Challenges must be addressed to the Bidding Officer via the email address: [licitacoes@mtpar.mt.gov.br](mailto:licitacoes@mtpar.mt.gov.br) indicating the bidding number and a brief description of the object in the "subject" field.
- 6.3. Challenges, as well as the corresponding responses, shall be made available on the official website of MT Participações e Projetos S.A.
- 6.4. Challenges shall not be accepted if they:
  - 6.4.1. Are submitted after the legal deadline;
  - 6.4.2. Are filed by a representative not legally authorized to act on behalf of the Bidder.
- 6.5. If a challenge to this Notice is upheld, a new date shall be set for the bidding process, except when the change unquestionably does not affect the preparation of proposals.
- 6.6. Challenges and requests for clarification do not suspend the deadlines established in the bidding process.

## 7. SUBMISSION OF PROPOSAL

- 7.1. Interested parties wishing to participate in this bidding process must submit their price proposal exclusively through the system by the date **28/04/2026 and time 09:30 a.m. (Brasília-DF)** established for the opening of the public session, at which point the proposal submission phase will automatically close.





- 7.1.1. The amount to be submitted by the supplier refers to the **TOTAL LOT PRICE**.
- 7.2. Proposals submitted during the electronic bidding phase on the BLL Compras Portal must be submitted in **NATIONAL CURRENCY (Brazilian Real – R\$)**, with two decimal places, noting that only in this electronic bidding phase will the national currency be used. **All other phases and documents may be prepared in U.S. dollars.**
- 7.3. The breakdown of the amount is the supplier's responsibility and must be completed based on the specifications provided for the object of the Terms of Reference.
- 7.4. **At the time of submitting the proposal in the BLL system, the bidder must enter the "Total Amount (R\$)" in Brazilian Reals, based on the Ptax buy exchange rate of the business day prior to the session opening date, using the following link for conversion: (<https://www.bcb.gov.br/conversao>).**
- 7.4.1. Until the opening of the public session, bidders may withdraw or replace the proposal submitted in the system.
- 7.4.2. Proposals submitted by the bidders must include all costs and expenses, such as direct and indirect costs, applicable taxes, materials, equipment, labor, social security, fiscal and commercial charges, customs duties, freight, insurance, services, training, personnel travel, transportation, warranty, profit, and any other costs that apply or may apply to the value of the contracted object, as stated in the proposal, in accordance with the requirements of this Notice and the contract. No subsequent claims shall be accepted due to the omission of any incurred expenses.
- 7.5. Registering the proposal in the system implies full and irrevocable acceptance of the terms of this Notice, and no claims of errors, omissions, or lack of knowledge of facts and conditions that hinder or prevent the execution of the contracted object shall be accepted.
- 7.6. The Bidder shall be responsible for all transactions carried out in its name within the electronic system, considering its proposals and bids as firm and binding.

## 8. SUBMISSION OF THE WRITTEN PROPOSAL

- 8.1. The written price proposal must be prepared on the bidder's letterhead, in Brazilian Portuguese, except for commonly used technical terms written clearly, in accordance with the Specifications set forth in the Terms of Reference, and must obligatorily include:
- 8.1.1. CNPJ/MF, TIN, DUNS, or other equivalent identifier, full address, telephone number, email address for contact, current account number, branch, and the corresponding bank;
- 8.1.2. Description of the object in accordance with the specifications set forth in the Terms of

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Reference attached to this Notice. Companies should avoid using expressions such as "as per the Notice" or any equivalent in their proposal, to prevent ambiguity in the interpretation of its content.

8.1.3. Indication of Brand/Manufacturer/Model;

8.1.4. UNIT PRICE and TOTAL LOT PRICE expressed in U.S. dollars (USD or US\$) or Brazilian Reais (R\$), both in numerals and in words, with the written amount prevailing in case of discrepancy.

8.1.5. The bids submitted by the bidders must include all direct and indirect costs and expenses for manufacturing, materials, equipment, labor charges, social security contributions, taxes, commercial expenses, warranties, reports and tests, expenses for agents and/or legal representatives, sworn translations, profit, and any other expenses that are or may become due to the value of the object being bid on, as stated in the proposal according to ANNEX B. No subsequent claim will be accepted due to the exclusion of any expenses incurred.

8.1.6. An explicit declaration that the quoted prices include all costs and expenses necessary for the full fulfillment of the obligations arising from the bidding process;

8.1.7. The term of validity of the proposal, which may not be less than 90 (ninety) consecutive days, counting from the date of the public session.

8.2. Considerations for preparing the proposal:

8.2.1. To the national or foreign applicant authorized to operate in Brazil:

8.2.1.1. The bidder, in setting their price, must consider all expenses and costs, both direct and indirect, including social security and labor charges, transportation and insurance, as well as indirect taxes (PIS, COFINS, ICMS, IPI, ISS and CPRB) when applicable, considering the rates in effect on the date the proposal is submitted.

8.2.1.2. If the company opts for the "SIMPLES NACIONAL" (Simplified National Tax Regime), the prices must include all taxes collected under this regime according to the table and tax bracket, and the CPRB contribution (if applicable), considering the rates in effect on the date the proposals are submitted. The bidder must inform these rates, the table(s), and the tax bracket(s), which must be included in the prices presented.

8.2.1.3. No price revision request will be accepted due to any disqualification from the SIMPLES NACIONAL (Simplified National Tax Regime), with the company bearing the burden of any resulting changes related to the subject matter of the contract. An





exception will be made if there is a change in the legislation governing the simplified regime.

8.2.1.4. The proposer is solely responsible for the information and tax classification of the product or service. No claim for price increases will be accepted due to any errors made. The necessary correction will be made if there is a change in the respective tax legislation governing the operation that is the subject of the contractual instrument, after the date established for the submission of the proposal.

8.2.2. Domestic companies shall submit their proposals using the DDP (Delivered Duty Paid) Incoterms, in accordance with Annex B.

8.2.2.1. The delivery location will be at Parque Novo Mato Grosso, situated at km 11 of the MT-251 highway, Cuiabá-MT.

8.2.3. To the foreign applicant without authorization to operate in Brazil:

8.2.3.1. For the supply of goods, the prices presented in the spreadsheet must include all applicable taxes and other costs, as well as all existing export incentives in the supplier's country of origin. The values must be entered as per Annex B;

8.2.3.2. Foreign companies must submit their proposals using **INCOTERMS 2020 FOB "FREE ON BOARD"**, as per Annex B.

8.3. The documents comprising the proposal and the qualifications of the highest-ranked bidder will only be made available for evaluation by the Bidding Agent and for public access after the bidding process has closed.

8.4. Submitting a digital proposal implies full knowledge of and compliance with the eligibility requirements stipulated in the Tender Notice and its Annexes. The Bidder will be responsible for all transactions carried out in their name on the electronic system, assuming their proposals, as well as the bids entered during the public session, to be firm and true.

8.5. After the opening of the bid, the Bidding Agent will not be allowed to withdraw it, except for a just cause arising from a supervening event and accepted by the Agent.

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

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





## 9. ON EQUALIZING THE PROPOSALS

- 9.1. For the **purposes of comparative** evaluation between proposals from national and foreign bidders, after the closing of the bidding phase, the Bidding Agent will promote the equalization of proposals, in accordance with article 73, §6, of the Internal Regulations for Bidding and Contracts of MT-PAR.
- 9.2. The equalization will consist of adding the following estimated internalization costs to the FOB value offered by the foreign bidder:
  - 9.2.1. Taxes levied on imports (II, IPI, PIS-Importação, COFINS-Importação and ICMS-Importação), calculated based on the current rates and the NCM/HS Code declared in the proposal;
  - 9.2.2. Import logistics costs (international freight, cargo insurance, customs clearance fee, warehousing, national transport to Parque Novo Mato Grosso), estimated based on a simulation prepared by the trading company accredited by MT-PAR, within a period of up to 3 (three) business days after the closing of the bidding phase.
- 9.3. The total equalized value of the foreign offer (FOB + taxes + logistics) will be converted to Brazilian Real (R\$) using the Ptax buying rate of the business day prior to the opening of the session, for comparison purposes only. The conversion can be done via the following link: <https://www.bcb.gov.br/conversao>.
- 9.4. The equalization is intended **exclusively** for the analysis of the advantageousness of the award. The contractual price with the foreign company will remain the FOB value offered in the original currency.
- 9.5. The simulation results and the calculation details for the equalization will be formalized in the bidding process documents, ensuring the transparency and traceability of the award decision.
- 9.6. If the total equalized cost of the foreign bid is equal to or less than the value of the best valid national bid, or if there is no valid national bid, the contract will be awarded to the foreign bidder for the FOB price offered.
- 9.7. If the total equalized cost of the foreign bid exceeds the value of the best valid domestic bid, MTPar may, with due justification, award the contract to the domestic bidder.
- 9.8. If the intended contract is made with a foreign company, it will be signed under the **INCOTERMS 2020 FOB "FREE ON BOARD"** terms, with MT.Participações e Projetos S.A. responsible for handling all procedures related to the importation of the products.





#### 10. Participation of a Microenterprise (ME) or Small Business (EPP)

- 10.1. The system will identify participating micro-enterprises and small businesses in a separate column, comparing their values with those of the top-ranked company. If the company ranked first is a larger company, the provisions of articles 44 and 45 of Complementary Law No. 123 of 2006, regulated by Decree No. 8,538 of 2015, will apply to the other ranked companies.
- 10.2. Under these conditions, proposals from micro-enterprises and small businesses that are up to 5% (five percent) above the lowest price proposal or bid will be considered tied with the first-placed proposal.
- 10.3. The highest-ranked bidder according to the previous item will have the right to submit a final tie-breaker offer, which must be lower than the first-place bid, within a period of 5 (five) minutes controlled by the system, counted after the automatic notification to that effect.
- 10.4. If the highest-ranked micro-enterprise or small business withdraws or fails to respond within the established deadline, the remaining micro-enterprise and small business bidders within that 5.00% (five percent) range, in order of ranking, will be called upon to exercise the same right, within the deadline established in the previous sub-item.
- 10.5. In the event of equivalent values presented by micro-enterprises and small businesses that fall within the ranges established in the previous sub-items, a draw will be held among them to identify the one that can first present a better offer.

#### 11. BIDDING SESSION

- 11.1. The opening of the public session for this bidding process, conducted by the Bidding Agent, will take place on the date, time, and electronic system indicated on the cover of this Notice.
- 11.2. During the public session, communication between the Bidding Agent and the bidders will occur exclusively through the exchange of messages, in a designated field of the electronic system.
- 11.3. On the date and at the time of the opening of the public session, the Bidding Agent will verify 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.
  - 11.3.1. Disqualification will always be justified and recorded in the system, with real-time monitoring available to all participants.
  - 11.3.2. The fact that the proposal is not disqualified does not preclude its final judgment to the contrary, which is carried out during the acceptance phase.
- 11.4. The bidder will be responsible for monitoring operations in the electronic system during the public





session, and will bear the burden resulting from the loss of business due to failure to observe any messages issued by the system or disconnection from it.

11.5. The system will automatically rank the classified proposals, and only those that are ranked will participate in the bidding phase.

11.6. The system will provide a dedicated field for exchanging messages between the Bidding Agent and the bidders.

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

11.8. Bids will be awarded based on the **LOWEST OVERALL PRICE**.

11.8.1. The registration of bids related to imported products in the electronic purchasing system must comply with the Clauses and Conditions for Preparing the Proposal for Imported Materials - Annex B of this Notice, converted to Brazilian Real (R\$), based on the Ptax exchange rate for the business day prior to the opening date of the session, and can be converted via the following link; (<https://www.bcb.gov.br/conversao>).

11.9. Bidders may submit successive bids, observing the time set for the opening of the session and the rules established in the Notice of Bidding.

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

11.10.1. The minimum percentage difference in bid values, which will apply to both intermediate bids and the bid that covers the best offer, must be 0.05% (five hundredths of one percent).

11.10.2. The interval between bids submitted by the same bidder may not be less than 20 (twenty) seconds and the interval between bids may not be less than 03 (three) seconds.

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

11.12. During the course of the public session, bidders will be informed, in real time, of the value of the lowest bid registered, with the bidder's identity being prohibited.

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

11.14. The bidding phase of the public session will last ten minutes and, after that, will be automatically extended by the system if a bid is offered in the last 02 (two) minutes of the public





session's duration.

11.14.1. The automatic extension of the bidding phase, as mentioned in the previous item, will be two minutes and will occur successively whenever bids are submitted during this extension period, including in the case of intermediate bids.

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

11.16. Once the competitive phase has ended without automatic extension by the system, the Bidding Agent, assisted by the support team, may justifiably allow the public bidding session to be restarted in order to achieve the best price.

11.17. In the event of a disconnection with the Bidding Agent during the competitive phase, the electronic system may remain accessible to bidders for the receipt of bids.

11.18. When the disconnection of the electronic system for the Bidding Agent persists for more than 10 (ten) minutes, the public session will be suspended and restarted only after 24 (twenty-four) hours have elapsed since the Bidding Agent communicated the fact to the participants, on the electronic site used for dissemination.

11.19. If the bidder does not submit any bids, they will compete with the value of their initially registered proposal.

11.20. A tie is only possible between identical bids that are not followed by subsequent bids.

11.20.1. After applying the tie-breaking criteria stipulated in articles 44 and 45 of Complementary Law No. 123/2006, if a tie remains between proposals or bids, preference will be given successively to:

11.20.1.1. in the country;

11.20.1.2. by Brazilian companies;

11.20.1.3. by companies that invest in research and technology development in the country;

11.20.1.4. by companies that prove compliance with the legally mandated job quotas for people with disabilities or those rehabilitated by Social Security, and that meet the accessibility rules stipulated in the legislation.

11.21. If the tie persists, the winning bid will be drawn by the electronic system from among the tied bids or offers.





11.22. **Negotiation Stage:** Once the bidding stage of the public session is closed, the Bidding Agent must send, through the electronic system, a counter-proposal to the bidder who submitted the lowest overall price, in order to obtain a better offer, and negotiation under conditions different from those stipulated in this Notice is prohibited.

11.22.1. The negotiation will be conducted through the system and can be followed by other bidders.

**11.22.2. THE BIDDING AGENT WILL REQUEST THE HIGHEST-RANKED BIDDER TO SUBMIT, WITHIN A PERIOD OF UP TO 3 (THREE) BUSINESS DAYS, THE PROPOSAL THAT CORRESPONDS TO THE LAST BID OFFERED AFTER THE NEGOTIATION, TOGETHER WITH THE PRODUCT CATALOG/DATASHEET, THE QUALIFICATION DOCUMENTS, ACCOMPANIED, IF APPLICABLE, BY SUPPLEMENTARY DOCUMENTS, WHEN NECESSARY TO CONFIRM THOSE REQUIRED IN THIS NOTICE.**

11.23. After the price negotiation, the Bidding Agent will begin the proposal acceptance and evaluation phase.

11.24. The maximum price stipulated for the contract will be made public after the closing of the bidding process, without prejudice to the disclosure of the detailed quantities and other information necessary for the preparation of the proposals.

11.25. It is the Bidder's responsibility to monitor operations in the electronic system during the public bidding session, and they will be liable for any consequences arising from lost business due to failure to observe any message issued by the system or disconnection from it.

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

11.27. Once the bidding phase is closed, bidders may, at any time, register their questions with the Bidding Agent through the electronic system.

## 12. REGARDING THE FORWARDING AND ACCEPTABILITY OF THE WINNING PROPOSAL.

12.1. Once the bidding phase is closed and after verifying any possible ties and negotiations, the Bidding Agent will examine the proposal ranked first regarding its suitability to the object and the compatibility of the price in relation to the estimated price for contracting in this Notice and its annexes.

12.2. The bidder who submits the **LOWEST OVERALL PRICE** will be considered the winner of the bidding process.





- 12.3. Any offer of an advantage not foreseen in this Notice and its Annexes will not be considered.
- 12.4. In verifying the conformity of the best proposal – lowest price – submitted with the requirements of this Notice, the proposal that is:
- 12.4.1. Curb incurable vices;
  - 12.4.2. If you fail to meet the requirements or comply with the specifications set forth in this Notice, or if you impose conditions;
  - 12.4.3. Present a final price higher than the estimated price;
  - 12.4.4. Present a clearly unfeasible price;
  - 12.4.5. Its feasibility has not been demonstrated when required by the bidding agent;
    - 12.4.5.1. The bidding agent may conduct due diligence to assess the feasibility of the proposal or require the bidder to demonstrate it.
    - 12.4.5.2. A proposal that presents symbolic, derisory, or zero-value prices is considered unfeasible.
- 12.5. The Bidding Agent may call upon the bidder to submit supplementary digital documents, through a function available in the system, within a period of up to 03 (three) business days, under penalty of non-acceptance of the proposal.
- 12.5.1. Among the documents that the Bidding Agent may request, the most important are the cost spreadsheets adjusted to the final offered value.
  - 12.5.2. The deadline set by the Bidding Agent may be extended upon written and justified request from the bidder, submitted before the deadline expires, and formally accepted by the Bidding Agent.
- 12.6. If the winning bid or offer is disqualified, the Bidding Agent will examine the next bid or offer, and so on, in order of ranking.
- 12.7. The offer must be firm and precise, strictly limited to the subject matter of this Notice, without containing alternative prices or any other condition that could lead to more than one outcome, under penalty of disqualification.
- 12.8. The validity period of the Proposal may not be less than 90 (ninety) consecutive days, counted from the date of the opening of the Bidding.
- 12.9. The final proposal from the bidder ranked first must be submitted within 3 (three)**





**business days from the date of the request by the Bidding Agent in the electronic system and must:**

- 12.9.1. Follow the stipulations outlined in Item 07 - Submission of the Written Proposal - of this call for proposals.
- 12.9.2. To be signed and the remaining documents initialed by the bidder or their legal representative.
- 12.9.3. Include a description of the object, including information regarding the specifications of the Terms of Reference.
- 12.9.4. Include the total and unit price of the quoted item, in US dollars (USD or US\$) or Brazilian reais (R\$).
- 12.9.5. Include the bank details, account number, and branch of the winning bidder for payment purposes.
- 12.9.6. Expressly state that the delivery deadline will be in accordance with that established in the Terms of Reference.
- 12.10. No claims of deception, errors, or distortions in the preparation of the price proposal will be accepted as justification for requesting any increases, requests for economic and financial rebalancing, or indemnities or reimbursements of any kind related to the subject of the bidding process.
- 12.11. The final proposal must be documented in the records and will be taken into consideration during the execution of the contract and the application of any sanctions to the CONTRACTOR, if applicable.
  - 12.11.1. All specifications of the object contained in the proposal are binding on the Contractor.
- 12.12. Proposals containing a description of the object, the value, and supporting documents will be available on the Transparency Portal of MT Participações e Projetos S.A. after approval.
- 12.13. The revised written proposal must contain the total price of the object, in US dollars (USD or US\$) or Brazilian Real (R\$), which must be indicated in Arabic numerals and in words. In case of discrepancies between the values, the indication in words shall prevail, except for a just cause arising from a supervening fact accepted by the Bidding Agent, or for changes intended to correct obvious formal errors or omissions that do not prejudice the understanding of the proposals and documentation, or in the event of the addition of a merely explanatory document supplementing another pre-existing one, or to produce counter-evidence and demonstration of the error of what was decided by the Administration.





12.13.1. For the purposes of converting the winning bid from the bidding phase to the revised written version, the values proposed in national currency (real) in the electronic phase must be converted to US dollars (USD or US\$), based on the Ptax exchange rate for the business day prior to the opening date of the session, and converted via the following link; (<https://www.bcb.gov.br/conversao>).

### 13. DRIVER'S LICENSE

13.1. The bidder with the lowest price proposal must submit the qualification documents exclusively through the electronic system, within a maximum period of **03 (three) working days, together with the revised proposal**, after the closing of the public session or from the moment the bidding agent determines, unless prior justification is accepted by MT Par, under penalty of disqualification.

13.1.1. If the bidder with the lowest price proposal is of foreign nationality, at this time, the submission of original documents will be permitted provided they are accompanied by a free translation into Portuguese.

13.1.2. If it is impossible to send the qualification documents via the platform, provided that this is duly proven, the Bidder may send such documents via email: [licitacoes@mtpar.mt.gov.br](mailto:licitacoes@mtpar.mt.gov.br), and MT Par will make them available to the other bidders who have submitted an initial proposal.

13.1.3. The qualification documents may bear a date and time later than the summons from the Bidding Agent, provided that the deadline stipulated in item 13.1 for sending the documentation is observed.

13.2. As a prerequisite to examining the qualification documents of the bidder whose proposal is ranked first, the Bidding Agent will verify any possible non-compliance with the participation conditions, especially regarding the existence of any sanction that prevents participation in the bidding process or future contracting, by consulting the following registries;

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

13.2.2. State Registry of Ineligible or Suspended Companies – CEIS/MT.

13.3. The consultation of the registries will be carried out in the name of the bidding company and also of its majority shareholder, pursuant to article 12 of Law No. 8,429 of 1992, which provides, among the sanctions imposed on those responsible for the practice of administrative misconduct, the prohibition of contracting with the Public Authorities, including through a legal entity of which they are the majority shareholder.





13.3.1. The attempted fraud will be verified through corporate ties, similar supply chains, among other factors.

13.3.2. The bidder will be summoned to provide a statement prior to their disqualification.

13.4. If a disqualifying sanction is found, in accordance with MTPar's Internal Regulations for Bidding and Contracting, the Bidding Agent will deem the bidder ineligible due to a lack of eligibility to participate.

13.5. The Bidding Agent may consult the official websites that issue the certificates regarding legal standing, tax compliance, labor compliance, economic and financial qualification, and technical qualification.

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

13.6. **Bidders established in Brazil must submit the following qualification documents:**

**13.6.1. Documentation relating to Legal Qualification**

13.6.1.1. Registration with the National Registry of Legal Entities - CNPJ.

13.6.1.2. Articles of incorporation according to the type of business entity;

13.6.1.3. In the case of Individual Microentrepreneurs – MEI: Certificate of Individual Microentrepreneur Status - CCMEI, whose acceptance will be conditional upon verification of authenticity on the website [www.portaldoempreendedor.gov.br](http://www.portaldoempreendedor.gov.br);

13.6.1.4. In the case of a foreign company operating in the country, an authorization decree and, when the activity so requires, a registration act or authorization to operate issued by the competent body;

13.6.1.5. The above documents must be accompanied by all amendments or the respective consolidation.

13.6.1.6. Valid identity document of the bidder's representative; if representation by proxy, it must be by public instrument, and in addition to the respective power of attorney, the identity document of the attorney-in-fact must be presented; if by private instrument, the power of attorney with notarized signature of the grantor and valid





identity documents of both the grantor and the attorney-in-fact must be presented.

**13.6.1.7. Joint Declaration in accordance with the Model attached to this notice - Annex C.**

**13.6.2. Documentation relating to Tax and Labor Compliance**

13.6.2.1. Joint Certificate of Federal Taxes, Outstanding Federal Debt, and Social Security Contributions.

13.6.2.2. Certificate of Good Standing with the Guarantee Fund for Length of Service;

13.6.2.3. Proof of good standing with the State Treasury and State Tax Debt Collection Agency, issued by the competent authorities at the creditor's headquarters or domicile;

13.6.2.4. If the bidder has its headquarters or domicile in a state other than the state of Mato Grosso, a joint certificate of tax and non-tax liabilities with the SEFAZ (State Finance Secretariat) and the PGE (State Attorney General's Office) of the state of Mato Grosso must also be submitted.

Note: If the bidder classified as a micro-enterprise (ME) or small-sized enterprise (EPP) has any restrictions regarding tax or labor compliance, the right provided for in §1 of Article 4 of Decree 8.538/2015 will be guaranteed.

**13.6.3. Documentation relating to Economic and Financial Qualification**

13.6.3.1. A certificate of no pending bankruptcy proceedings, issued by the distributor of the bidder's headquarters, that is within the validity period expressed in the certificate itself. If the certificate is issued in POSITIVE form, the bidder must prove, by means of a certificate issued by the competent judicial instance, that the recovery plan was accepted in the judicial sphere in accordance with article 58 of Law No. 11.101/2005, and that the recovery plan is being regularly complied with, being economically and financially able to participate in bidding procedures under the terms of Law No. 13.303/2016.

13.6.3.2. Balance sheet and financial statements for the last fiscal year, already due and presented in accordance with the law, their replacement by provisional balance sheets or statements being prohibited, and may be updated by official indices when closed more than 03 (three) months prior to the date of submission of the proposal;

13.6.3.3. In the case of a company incorporated during the current fiscal year,





the presentation of a balance sheet and financial statements relating to the period of the company's existence is permitted;

13.6.3.4. An interim balance sheet is permissible if it is required by law or by the articles of association/bylaws;

13.6.3.5. The documents required for economic and financial qualification purposes must demonstrate General Liquidity (LG), Current Liquidity (LC) and General Solvency (SG) ratios greater than or equal to 1.

Where: Solvency Index (S.I.) =  $AT / (PC + ELP)$ ;

General Liquidity Index (I.L.G.) =  $(AC + RLP) / (PC + ELP)$ ;

Current Liquidity Ratio (I.L.C.) =  $AC / PC$ ;

Where: AT = Total Assets, AC = Current Assets, RLP = Long-Term Realizable Assets, PC = Current Liabilities, ELP = Long-Term Liabilities.

13.6.3.6. Companies that present a result equal to or less than 1 (one) in any of the General Liquidity (LG), General Solvency (SG), and Current Liquidity (LC) ratios must prove net worth or share capital of 10% (ten percent), which will be applied to the value of their respective realigned proposal.

*Explanatory Note Regarding the Requirement of Ratios or Proof of Net Worth or Share Capital of 10%: In addition to portraying the company's economic and financial situation at a specific point in time, the analysis of balance sheets and financial statements aims to indicate its economic and financial trend. Considering a medium- to long-term administrative contract, the company's economic and financial trend can be as important as its current economic and financial situation, and a negative trend, pointing to a situation of bankruptcy or default that could pose a risk to the execution of the contract deemed fundamental to satisfying the public interest, may be raised by the Administration to disqualify a particular participant. Therefore, the requirement for Accounting Ratios is supported by Article 78 of the RILC/MTPAR and by TCU Ruling No. 289. The Administration may require proof of minimum accounting ratios or proof of net worth or share capital of 10.00% as a criterion for evaluating the bidder's financial capacity.*

**13.7. Foreign bidders must submit the following qualification documents:**

**13.7.1. Legal Qualification:**

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

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13.7.1.1. Foreign identifier (TIN, DUNS or another that may be officially adopted by the Brazilian government);

13.7.1.2. Official personal identification document with photo issued by the country of origin, for partners and directors, as well as their spouses/partners;

13.7.1.3. Marriage certificates of the director(s) and partner(s);

13.7.1.4. Proof of regular legal existence, through a valid document from the foreign company's country of origin, related to the articles of incorporation, bylaws, or articles of association in force, duly registered in the country of origin;

13.7.1.5. Updated documents regarding the election of administrators and any recent changes or consolidation thereof.

**13.7.1.6. Joint Declaration in accordance with the Model attached to this notice - Annex C.**

**13.7.2. Tax and Labor Compliance:**

13.7.2.1. A declaration issued by a competent authority in its country of origin, stating that the company does not owe taxes to any level of government in the country of origin, or a certificate proving this.

13.7.2.2. A declaration issued by a competent authority in your country of origin, stating that you have no outstanding labor debts to employees or the unemployed, or a certificate proving this.

**13.7.3. Economic and Financial Qualification:**

13.7.3.1. A certificate issued by an official body of the country of origin, attesting that the foreign bidding company is not undergoing bankruptcy proceedings, judicial reorganization, or any other similar legal process.

13.7.3.2. Balance Sheet: Financial statements relating to the last fiscal year.

**13.8. Bidders established in Brazil and abroad must also submit:**

**13.8.1. Documentation relating to Operational Technical Qualification**

13.8.1.1. Portfolios and technical reports will be accepted as proof of technical expertise, provided they contain, cumulatively, the following minimum information:

13.8.1.1.1. Name of the contracting party (public or private), with





indication of the CNPJ/Company Registration number;

13.8.1.1.2. Object of the service provided, with a technical description compatible with the object hereby bid;

13.8.1.1.3. Detailed scope of the activities performed;

13.8.1.1.4. Execution period (start and end dates or current status);

13.8.1.1.5. Execution of previous contracts compatible with the object, whose sum of the quantities manufactured and/or supplied corresponds, at least, to 30% (thirty percent) of the total quantity of each type of panel tendered, that is:

13.8.1.1.5.1. At least 360 m<sup>2</sup> (three hundred and sixty square meters) of flexible mesh LED panels; and

13.8.1.1.5.2. A minimum of 39 m<sup>2</sup> (thirty-nine square meters) of rental-type LED panels.

13.8.1.1.6. The quantities required in the paragraphs above may be proven by means of a single contract or by the sum of up to two distinct (or equivalent) contracts, provided that all other requirements of this item are met.

13.8.1.2. The documents mentioned in item 13.8.1 will be accepted in place of or in addition to certificates of technical capacity, provided that they allow for an objective assessment of the compatibility and sufficiency of the bidder's experience in relation to the subject matter of the contract.

13.8.1.2.1. If these are not sufficient, MT Par reserves the right to conduct due diligence to verify the accuracy and authenticity of the information presented in the technical documents.

13.8.1.3. Generic documents or documents lacking minimum proof of the elements listed in item 13.8 will not be accepted and will be disregarded for the purpose of proving experience.

13.8.1.4. The bidder must submit technical documentation compatible with the model presented in the commercial proposal.

13.8.2. The product catalog/datasheet must be submitted.





- 13.8.2.1. In the case of catalogs in a foreign language, they must be accompanied by a version duly translated into Portuguese.
- 13.8.3. Bidders possessing a certificate or attestation in a foreign language must present it accompanied by a duly translated version into Portuguese, dispensing with the requirements for subsequent translation by a sworn translator and consularization by the Brazilian consulate in their headquarters.
- 13.9. If it becomes necessary to send supplementary qualification documents to confirm those required in this Notice, the bidder will be summoned to submit them, in digital format, via the system, within a period of up to 05 (five) working days, under penalty of disqualification.
- 13.10. Certificates that do not have an expiration date will only be accepted if their respective issue dates do not exceed 90 (ninety) days prior to the date of their presentation.
- 13.11. The Bidding Agent reserves the right to request consultation and issue expired documents that are available at the respective electronic addresses via the Internet, during the course of the bidding process.
- 13.12. Documents indicating different CNPJ (or equivalent) numbers will not be accepted, except for those legally permitted.
- 13.13. After the winner is declared, if the most advantageous proposal was offered by a micro-enterprise or small business, and any restriction regarding tax compliance is found, the company will be summoned to prove regularization within 5 (five) business days. This period may be extended for an equal period.
- 13.13.1. Failure to regularize tax matters within the deadline stipulated in the previous sub-item will result in the forfeiture of the right to contract, without prejudice to the sanctions provided for in this Notice, and the reopening of the public session.
- 13.14. If a thorough analysis of the required documents is necessary, 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.
- 13.15. Any bidder who fails to prove their eligibility, either by not submitting any of the required documents or by submitting documents that do not comply with the provisions of this Notice, will be disqualified.
- 13.16. In the event of disqualification, the system will re-verify the possible occurrence of a fictitious tie, as provided for in articles 44 and 45 of Supplementary Law No. 123 of 2006, following the previously established procedure for accepting the subsequent proposal.





13.17. Once it is verified that the qualification requirements set forth in the tender notice have been met, the bidder will be declared the winner.

13.18. The winner will be announced immediately after the qualification phase.

#### 14. ADMINISTRATIVE APPEALS

14.1. Once the winner is declared, a period of 24 (twenty-four) hours will be granted for any bidder who submitted an initial proposal to express their intention to appeal, in a reasoned manner, that is, against any acts that occurred in the public session of the bidding process, in the appropriate field of the system; failure to provide reasons within the appeal intention period will result in the loss of the right to appeal.

14.2. If someone expresses interest, it will be up to the Bidding Agent to verify the timeliness and the existence of grounds for the intention to appeal, in order to decide whether or not to accept the appeal, providing justification.

14.2.1. At this stage, the Bidding Agent will not address the merits of the appeal, but will only verify the admissibility conditions of the appeal, assessing the presence of the procedural requirements: timeliness, standing, interest, and justification.

14.2.2. The bidder's failure to provide a reasoned statement regarding their intention to appeal will result in the forfeiture of that right.

14.2.3. Once the appeal is admitted, the appellant will then have a period of 5 (five) working days to present the reasons, through the electronic system, with the other bidders being immediately notified that, if they wish, they may also present counter-arguments through the electronic system, within another 5 (five) working days, which will begin to count from the end of the appellant's deadline, being assured immediate access to the elements indispensable to the defense of their interests.

14.3. The acceptance of the appeal invalidates only those acts that cannot be salvaged.

14.4. The case files will remain available for review by interested parties.

#### 15. AWARD AND APPROVAL

15.1. Once the winning bidder is selected, the bidding process will be subject to approval by the Competent Authority, which will analyze the suitability and timeliness of the contract and the legality of the actions taken.

15.1.1. If, due to force majeure or unforeseen circumstances, the approval cannot occur within the validity period of the Proposals, this bidding process may be suspended if MT





PAR maintains its interest, in which case a general extension of the validity of the proposals will be requested from all classified bidders, for an equal period, at a minimum.

15.2. The bidding process may be revoked or annulled at any time, within the limits established by Law No. 13.303/2016.

#### 16. REGARDING THE FORMALIZATION OF THE CONTRACTUAL INSTRUMENT.

16.1. Once the bidding process is approved, the winning bidder will be summoned to sign, within 03 (three) business days of being summoned by MTPar, the Contractual Instrument resulting from this bidding process, which will be based on the Model attached to this Notice.

16.1.1. The deadline mentioned in the previous item:

16.1.1.1. It will run, for the winning foreign bidder, after the deadline stipulated in item 16.1 has expired;

16.1.1.2. It may be extended once, for an equal period, when requested by the winning bidder during its term, provided that there is a justified reason accepted by MTPar.

16.1.2. The Contract Instrument must be signed digitally using a standard ICP-Brasil digital certificate or equivalent. If the supplier is unable to sign in this way, they will be summoned to appear at the MTPar unit that conducted the bidding process to physically sign the Contract Instrument.

**16.2. If the winning bidder is of a foreign nationality, for the purposes of signing the contract they must:**

16.2.1. Present a power of attorney from the legal representative in Brazil, whether a natural or legal person, with express powers to receive summons and respond administratively or judicially;

16.2.2. Provide the qualification documents translated by a sworn translator and apostilled in accordance with the provisions of Federal Decree 8.660/2016, or any other decree that may replace it, or legalized by the respective consulates or embassies.

16.2.2.1. **The deadline for submitting documents translated by a sworn translator and apostilled will be up to 20 (twenty) business days after notification by MT. Participações e Projetos S.A, and may be extended with justification and acceptance by MTPar.**





16.2.2.2. Can MT. Participações e Projetos S.A. waive the requirement for a certified translation of the documentation relating to operational technical qualifications?

16.3. If the winning bidder, summoned within the validity period of their proposal, fails to execute the Contractual Instrument or does not present a regular situation at the time of signing, they will be subject to the penalties stipulated in this Notice.

16.3.1. In this case, MTPar may call upon the subsequent bidder, respecting the ranking of the bidding process and the provisions relating to preference for micro and small businesses, to do so within the same timeframe and under the same conditions proposed by the first-ranked bidder, including updated prices, in accordance with the tender notice.

16.4. The winning bidder must present a power of attorney, duly notarized, authorizing its representative to sign the contract on behalf of the company, if that representative is not listed in the company's Articles of Association as an authorized signer.

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

**16.6. After signing the contract, the Contractor must:**

16.6.1. Provide test reports certifying the characteristics required in the Terms of Reference. All test reports must be issued by laboratories certified by INMETRO and/or laboratories holding ILAC MRA accreditation certificates.

16.6.2. Submit the complete certification and provide evidence that all tests were carried out in accordance with the procedures established in the aforementioned standards; the certificates and test reports referred to in the Technical Specifications Booklet must be provided.

16.6.3. You must adhere to the requirements contained in the specifications document (Annex A of the Terms of Reference).

**16.7. The termination of the contractual instrument may occur in the following circumstances:**

16.7.1. By unilateral act of either party in the circumstances and timeframes described in the Contractual Instrument, ensuring the other party's right to a prior defense.

16.7.2. By agreement between the parties, reduced to writing in the proceedings, provided it is convenient for MTPar and the Contractor.





16.7.3. By court order.

16.7.4. In the cases established in the Contractual Instrument.

16.8. Cases of contract termination will be formally justified in the court records, ensuring the right to a fair hearing and full defense.

#### 17. FROM THE RISK MATRIX

17.1. Due to the type of contract and the nature of the object, a risk matrix is not required, as outlined in Article 37 of MTPar's Internal Regulations for Bidding and Contracts.

#### 18. SUBCONTRACTING

18.1. Subcontracting of the object will not be permitted, since market research has shown that the supply can be provided in its entirety by companies in the sector. This prohibition does not apply to import logistics operations carried out by a trading company accredited by MT Par, which operates within its own scope and is distinct from the contracted object.

#### 19. DA GARANTIA CONTRATUAL

19.1. Within a maximum period of 05 (five) business days, extendable for an equal period at the discretion of the CONTRACTING PARTY, counted from the execution of the contract, the CONTRACTOR shall submit proof of provision of a guarantee in the amount of 05% (five percent) of the total contract value, and may choose cash deposit, performance bond insurance, or bank guarantee.

19.1.1. It is the CONTRACTOR's responsibility to choose one of the forms prescribed in Article 70, paragraph 1, of Federal Law No. 13,303/2016.

19.2. Failure to comply with the deadline established for submission of the guarantee shall result in the application of a fine of 0.07% (seven hundredths percent) of the total contract value per day of delay, up to a maximum of 02.00% (two percent).

19.2.1. A delay exceeding 25 (twenty-five) calendar days authorizes the CONTRACTING PARTY to terminate the contract for breach or irregular performance of its clauses.

19.3. The validity of the guarantee, regardless of the modality chosen, shall cover a period of 90 (ninety) days after the end of the contractual term.

19.4. In the event of any change in the contract value, or extension of its term, the guarantee shall have its value updated to the new situation or be renewed, following the same parameters adopted at the time of contracting.





- 19.5. If the value of the guarantee is used in whole or in part for payment of any obligation, the CONTRACTOR shall replenish the respective amount within a maximum period of 05 (five) business days, counted from the date on which it is notified.
- 19.6. The guarantee, regardless of the modality chosen, shall secure payment of:
- 19.6.1. losses arising from non-performance of the object of the contract and from non-fulfillment of the other obligations set forth therein;
  - 19.6.2. direct losses caused to the CONTRACTING PARTY resulting from fault or willful misconduct during the performance of the contract;
  - 19.6.3. default and punitive fines imposed by the CONTRACTING PARTY on the CONTRACTOR; and
  - 19.6.4. labor and social security obligations of any nature, including obligations related to the FGTS, not fulfilled by the Contractor, when applicable.
- 19.7. The CONTRACTING PARTY shall enforce the guarantee in the manner provided by the applicable legislation governing the matter.
- 19.8. The guarantee shall be deemed extinguished:
- 19.8.1. upon return of the insurance policy, bank guarantee letter, or authorization for withdrawal of amounts deposited in cash as guarantee, accompanied by a statement from the CONTRACTING PARTY, by means of a formal instrument, that the Contractor has fulfilled all contractual clauses;
  - 19.8.2. within 90 (ninety) days after the end of the contract term, if the CONTRACTING PARTY does not communicate the occurrence of claims, in which case the term shall be extended pursuant to such communication.
- 19.9. The guarantor shall not be considered a party to any administrative proceeding initiated by the CONTRACTING PARTY for the purpose of determining losses and/or applying sanctions to the CONTRACTOR..
- 19.10. The CONTRACTOR authorizes the CONTRACTING PARTY to retain the contractual guarantee at any time.

## 20. PRODUCT WARRANTY AND TECHNICAL ASSISTANCE

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





## 21. OF THE ADJUSTMENT

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

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

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

## 23. OF PAYMENT

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

## 24. ADMINISTRATIVE SANCTIONS

24.1. Any company that incurs any of the events foreseen in this notice will be barred from bidding and contracting with MTPar for a period of up to 2 (two) years and will be included in the State Registry of Ineligible or Suspended Companies (CEIS), without prejudice to the fines provided for in this section and other legal penalties.

24.2. The following penalties may be applied to bidders:

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

24.2.2. Not maintaining a price proposal based on claims of mistake, typing error, or electronic failure, without jeopardizing the bidding process.

24.2.3. Submitting a commercial proposal that does not comply with the tender specifications.

24.2.4. Failure to comply with deadlines established by the Bidding Agent during the bidding session for any statement.

24.2.5. To cause a delay in holding the event, but without frustrating it.

24.2.6. Not maintaining a price proposal based on claims of events attributed to third parties, without frustrating the bidding process.

24.2.7. To engage in improper conduct other than that specified, without jeopardizing the bidding process.

24.3. Temporary suspension from participating in bidding processes and prohibition from contracting for a period of 1 (one) year:





- 24.3.1. Submitting a false document or statement that causes delays in the completion of the bidding process or its frustration.
- 24.3.2. Failure to present the original scanned document submitted during the bidding process, when requested by MTPar.
- 24.4. Temporary suspension from participating in bidding processes and prohibition from contracting for a period of 1 (one) year and 6 (six) months:
  - 24.4.1. Engaging in improper conduct that differs from what is specified, thus frustrating the bidding process.
  - 24.4.2. Failure to maintain a price proposal due to alleged events attributable to third parties, resulting in the frustration of the bidding process.
  - 24.4.3. Failure to submit other documents required in the tender notice, resulting in the frustration of the bidding process.
  - 24.4.4. Submitting a commercial proposal that does not comply with the tender specifications, causing the bidding process to fail.
  - 24.4.5. Failure to enter into a contract, upon being summoned, within the validity period of the proposal.
  - 24.4.6. To defame or slander technical teams and Bidding Agents, as well as the people who comprise them or MTPar processes, with denunciations or accusations of bid rigging, without presenting legal evidence in an instituted administrative process.
- 24.5. Temporary suspension from participating in bidding processes and prohibition from contracting for a period of 2 (two) years:
  - 24.5.1. To frustrate the bidding process by committing tax fraud.
  - 24.5.2. To rig a bidding process in collusion with other bidders.
  - 24.5.3. To obtain financial advantages in bidding processes as a result of collusion with other bidders.
- 24.6. In addition to the previous penalties, MTPar may apply to the BIDDER a penalty of up to 10% (ten percent) on the total value of its bid or written proposal.
- 24.7. It will be the responsibility of the Bidding Agent to verify which bidders have committed the infractions and report the facts to the competent authority, which must open an administrative process based on the principles of reasonableness and proportionality.





24.8. The penalties for actions taken during the course of the contract are outlined in the Contractual Instrument.

**25. FROM THE BUDGETARY ALLOCATION**

25.1. The budget allocation to cover the costs of this contract is established in the Terms of Reference and Contract Draft, attached to this Notice.

**26. REGARDING APPLICABLE LEGISLATION, STANDARDS AND REGULATIONS.**

26.1. From the legislation;

26.1.1. Law 13.303/2016 – Rules for Bidding in State-Owned Enterprises;

26.1.2. MTPar's Internal Regulations for Bidding and Contracting;

26.1.3. Law 123/2006 – Micro and Small Enterprise Regulations;

26.1.4. State Law No. 7,692 of 2002.

**27. FINAL PROVISIONS**

27.1. Minutes of the public bidding session will be published in the electronic system.

27.2. If there is no official business day or if any unforeseen event occurs that prevents the bidding process from taking place on the scheduled date, the session will be automatically transferred to the next business day, at the same time previously established, unless the Bidding Agent communicates otherwise.

27.3. The Bidding Agent or competent authority may, at any stage of the bidding process, conduct due diligence aimed at clarifying or supplementing the process documentation.

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

27.5. In evaluating the proposals and eligibility, the Bidding Agent may correct errors or flaws that do not alter the substance of the proposals, documents, and their legal validity, by means of a reasoned decision, recorded in the minutes and accessible to all, attributing validity and effectiveness to them for the purposes of qualification and classification.

27.6. The rules governing the bidding process will always be interpreted in a way that favors broadening the competition among interested parties, provided that this does not compromise the interests of MTPar, the principle of equality, the purpose, and the security of the contract.

27.7. Bidders assume all costs of preparing and submitting their proposals, and MTPar will not,





under any circumstances, be liable for these costs, regardless of the conduct or outcome of the bidding process.

- 27.8. In calculating the deadlines established in this Notice and its Annexes, the starting day will be excluded and the due date will be included. Deadlines only begin and end on business days at MTPar.
- 27.9. Failure to meet non-essential formal requirements will not result in the disqualification of a bidder, provided that the act can be salvaged, observing the principles of equality and public interest.
- 27.10. The bidder is responsible for the accuracy and legitimacy of the information provided and the documents submitted at any stage of the bidding process. The falsification of any document submitted or the untruthfulness of the information contained therein will result in the immediate disqualification of the bidder who submitted it, or, if the bidder was the winning bidder, the termination of the contract, without prejudice to any other applicable sanctions.
- 27.11. The complete tender notice is available at the following web addresses: <https://bll.org.br> and <https://www.mtpar.mt.gov.br/licitacoes-trans-sub>.
- 27.12. This bidding process does not necessarily imply acquisition, and MTPar may revoke it, in whole or in part, for reasons of public interest, arising from a supervening fact that constitutes a manifest and insurmountable obstacle, or annul it due to illegality, either on its own initiative or upon request, by means of a written and reasoned act, made available in the system for the knowledge of those interested in the bidding process.
- 27.13. The bidding agent will analyze the documents of foreign companies that do not operate in the country and are participating in the bidding process, using by analogy Article 20-A of Normative Instruction No. 3, of April 26, 2018, and its updates, as well as all legislation related to said article.
- 27.14. In case of discrepancies between the provisions of this Notice and its annexes or other documents that make up the process, the provisions of this Notice shall prevail.
- 27.15. The parties elect the jurisdiction of Cuiabá/MT to resolve any issues arising from this bidding document, waiving any other jurisdiction, however privileged it may be.
- 27.16. The following annexes are incorporated into this Notice for all purposes and effects:
- 27.16.1. ANNEX A - Technical Specifications Booklet;
  - 27.16.2. ANNEX B - Commercial Proposal Form and Technical Details;
  - 27.16.3. ANNEX C – Joint Declaration;





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- 27.16.4. ANNEX D – Draft Contract and;
- 27.16.5. ANNEX E – Terms of Reference.

Cuiabá/MT, 13/04/2026.

**WENER SANTOS**

CEO

MT PARTICIPAÇÕES E PROJETOS S.A - MTPAR

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

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Governo de Mato Grosso  
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ANNEX A

Technical Specifications Booklet

(Document attached separately)

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 B

### COMMERCIAL PROPOSAL

(Completing this form in its entirety is mandatory, otherwise the proposal will be disqualified, as per Section 7 of the Terms of Reference.)

#### 2. BIDDER IDENTIFICATION

| Field                              | Information |
|------------------------------------|-------------|
| Company Name                       |             |
| CNPJ or Business Registration      |             |
| Full Address                       |             |
| Telephone                          |             |
| E-mail                             |             |
| NCM and/or HS Code of the products |             |

#### 3. PRICE

| SINGLE LOT              |                |       |                         |                          |
|-------------------------|----------------|-------|-------------------------|--------------------------|
| Item                    | Und.           | Qtd.  | Unit Price (USD or BRL) | Total Price (USD or BRL) |
| Item 01 - Led Mesh      | m <sup>2</sup> | 1.200 |                         |                          |
| Item 02 - Painel Rental | m <sup>2</sup> | 130   |                         |                          |
| Global Price            |                |       |                         |                          |

Note: Prices must reflect the requirements of the terms of reference and their annexes.

#### 4. DETAILED DESCRIPTION OF THE CONTROL SYSTEM

##### 4.1. List of Components

List all components necessary for the integrated operation of mesh and rental panels, including controllers, sub-controllers, video processors, converters, power supplies, cables, software, and other accessories.

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| Component | Manufacturer | Model | Qtd. | Function in the System | Observations |
|-----------|--------------|-------|------|------------------------|--------------|
|           |              |       |      |                        |              |
|           |              |       |      |                        |              |
|           |              |       |      |                        |              |
|           |              |       |      |                        |              |
|           |              |       |      |                        |              |
|           |              |       |      |                        |              |
|           |              |       |      |                        |              |

#### 4.2. Calculation Report for Sizing

To demonstrate the main controller's pixel management capabilities in relation to the total screen resolution, considering the management of the sub-controllers and the effective pixel pitch of the offered panels and the installation areas defined in the Technical Specifications Booklet.

| Parameter                           | Information |
|-------------------------------------|-------------|
| Total Mesh Area (m <sup>2</sup> )   |             |
| Pixel pitch Mesh offered (mm)       |             |
| Total Mesh Resolution (pixels)      |             |
| Total Rental Area (m <sup>2</sup> ) |             |
| Pixel pitch Rental offered (mm)     |             |
| Total Rental Resolution (pixels)    |             |





| Parameter   | Information |
|---|-------------|
| Capacity per port of the main controller (pixels) |             |
| Number of doors used                              |             |
| Capacity per subcontroller (pixels)               |             |
| Number of sub-controllers                         |             |
|   |             |

#### 4.3. Control System Architecture Diagram

Insert a simplified diagram of the connection topology between controllers, sub-controllers, and panels, indicating the distribution of output ports and the communication protocols used.

#### 4.4. Integrated Operation Demonstration

Describe how the control system will simultaneously manage the mesh and rental panels, ensuring synchronization in content display, uniformity of brightness, and color temperature across the different installation areas.

### 5. DATASHEETS

#### 5.1. Flexible Mesh Panel

| Parameter                              | Information |
|--|-------------|
| Pixel Pitch (mm)                       |             |
| LED Type                               |             |
| Brightness (cd/m <sup>2</sup> )        |             |
| Pixel Density (pixels/m <sup>2</sup> ) |             |
| Panel Dimension (mm)                   |             |





| Parameter                         | Information |
|-----------------------------------|-------------|
| Weight (kg/m <sup>2</sup> )       |             |
| IP Rating                         |             |
| Viewing Angle H/V (°)             |             |
| Maximum Power (W/m <sup>2</sup> ) |             |
| Typical Power (W/m <sup>2</sup> ) |             |
| Input Voltage (VAC)               |             |
| Input Frequency (Hz)              |             |
| Processing Depth (bits)           |             |
| Processing Rate (Hz)              |             |
| Refresh Rate (Hz)                 |             |
| Contrast Ratio                    |             |
| Lifespan (hours)                  |             |
| Warranty (years)                  |             |
| Operating Temperature/Humidity    |             |
| Storage Temperature/Humidity      |             |
| Certifications                    |             |





5.2.Rental Panel

| Parameter                         | Information |
|-----------------------------------|-------------|
| Weight (kg/m <sup>2</sup> )       |             |
| IP Rating                         |             |
| Viewing Angle H/V (°)             |             |
| Maximum Power (W/m <sup>2</sup> ) |             |
| Typical Power (W/m <sup>2</sup> ) |             |
| Input Voltage (VAC)               |             |
| Input Frequency (Hz)              |             |
| Processing Depth (bits)           |             |
| Processing Rate (Hz)              |             |
| Refresh Rate (Hz)                 |             |
| Contrast Ratio                    |             |
| Lifespan (hours)                  |             |
| Warranty (years)                  |             |
| Operating Temperature/Humidity    |             |
| Storage Temperature/Humidity      |             |
| Certifications                    |             |
| Weight (kg/m <sup>2</sup> )       |             |
| IP Rating                         |             |





| Parameter                         | Information |
|-----------------------------------|-------------|
| Viewing Angle H/V (°)             |             |
| Maximum Power (W/m <sup>2</sup> ) |             |
| Typical Power (W/m <sup>2</sup> ) |             |

Note: Attach the datasheets from the manufacturer for the main controllers and sub-controllers.

#### 6. TECHNICAL COMPLIANCE

I declare, in my capacity as the legal representative of the company identified above, that:

- All the offered equipment fully meets the minimum specifications set forth in the Technical Specifications Manual (Annex A);
- The designed control system is sufficient to operate all panels, ensuring synchronization, uniformity of brightness, and color temperature;
- The components and spare parts will remain available for purchase by MT Par for a minimum of three (3) years after final acceptance;
- The equipment is new, first-line manufacturing, with no prior use, reconditioning, or remanufacturing;
- The information provided in this form is true, and the company undertakes to verify it upon request.

\_\_\_\_\_  
Name of Legal Representative

Position

\_\_\_\_\_  
Place and Date

Signature and Stamp





**ANNEX C**

**SAMPLE JOINT DECLARATION**

Company (Name of Company) -----, CNPJ No. -----, headquartered at Street -----, No. -----, Neighborhood -----, ZIP Code -----, Municipality -----, through its undersigned legal representative, in compliance with the requirements of Bidding Notice No. XXX/2026/MTPAR, DECLARES, under the penalties of law, that:

- That it is aware of and agrees with the conditions contained in the bidding notice and its annexes, and that it fully complies with the qualification requirements defined in the aforementioned document;
- That, to date, there are no facts preventing its qualification in this bidding process, being aware of the obligation to declare any subsequent occurrences;
- That it does not employ personnel under 18 (eighteen) years of age in night, hazardous, or unhealthy work, and no personnel under 16 (sixteen) years of age in any work, except as apprentices from 14 (fourteen) years of age, in accordance with item XXXIII of Article 7 of the Federal Constitution;
- That it does not employ any public servant from the State Executive Branch performing technical, commercial, management, administrative, or decision-making functions;
- That there are no supervening facts that could prevent its qualification in the competitive procedure, and that 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, that is, it does not maintain labor relations that constitute forced labor or analogous to slave labor;
- That it is not prohibited from participating in any phase of the bidding process or from being contracted, as it does not fall under any of the circumstances provided in Article 38 of Law No. 13,303/2016.

Place and Date

\_\_\_\_\_  
Digital Signature of the Legal Representative





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



**ANNEX C - 1**

**SAMPLE JOINT DECLARATION ADAPTED FOR FOREIGNERS**

Company (Name of Company) \_\_\_\_\_, headquartered in \_\_\_\_\_, country \_\_\_\_\_, identified by number \_\_\_\_\_ (TIN, DUNS, or equivalent), through its legal representative identified below, in compliance with the requirements of Bidding Notice No. XXX/2026/MTPAR, DECLARES, under the penalties of law, that:

- It is aware of and agrees with the conditions contained in the bidding notice and its annexes, and fully complies with the qualification requirements defined in the aforementioned document;
- To date, there are no facts preventing its qualification in this bidding process, being aware of the obligation to declare any subsequent occurrences;
- It has no pending issues with the regulatory authorities of its country of origin that would prevent entering into contracts with public or private entities;
- In case of award, it undertakes to designate a legal representative in Brazil, with express powers to sign the contract, receive notices and summons, and respond administratively and judicially within the national territory;
- It is not prohibited from participating in this bidding process due to sanctions imposed by any public authority in Brazil or any country that is a signatory to mutual recognition agreements to which Brazil is a party;
- It complies with the labor legislation of its country of origin and does not adopt practices analogous to forced or slave labor, as defined by International Labour Organization (ILO) Conventions Nos. 29 and 105;
- That the documents and information provided are true and complete.

Place and Date \_\_\_\_\_

\_\_\_\_\_  
Digital Signature of the Legal Representative

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

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**ANNEX D**

**DRAFT CONTRACT**

**CONTRACT No. XXX/2026/MTPAR**

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

**MT PARTICIPAÇÕES E PROJETOS S.A - MTPar**, 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. 09XXXXX SSP/MT, registered within the CPF number 953.XXX.XXX-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 LED panels intended for the scenography of the Tree of Life at Parque Novo Mato Grosso, in accordance with the conditions, quantities, and requirements set forth in the tender notice and its attachments.
- 1.2. Object of the Contract:

| SINGLE LOT |             |       |     |            |             |
|------------|-------------|-------|-----|------------|-------------|
| ITEM       | DESCRIPTION | UNIT. | QTY | UNIT PRICE | TOTAL PRICE |
| XX         | xxx         | xx    | xx  | xx         | xx          |





## 2. CLAUSE TWO – EXECUTION OF THE CONTRACT

- 2.1. The legislation applicable to this Contract shall be Law No. 13.303/2016 and the MTPar Internal Procurement and Contracts Regulations, as well as the clauses of this instrument and the principles of private law.
- 2.2. The supply of the object must follow specific criteria and procedures, as established in the Terms of Reference, attached to this contract, in particular item 10 – CRITERIA FOR ACCEPTANCE OF THE OBJECT.
- 2.3. Compliance with all clauses, conditions, guidelines and equipment specifications set forth in this instrument is mandatory.

## 3. CLAUSE THREE – APPLICABLE DOCUMENTS

- 3.1. The winning proposal of the CONTRACTED PARTY and the Bidding Notice No. XXX/2026/MTPAR and its annexes are binding on this contract, regardless of their transcription.

## 4. CLAUSE FOUR – DELIVERY TERM, FORM AND CONDITIONS

- 4.1. The delivery period for the goods is up to 70 (seventy) calendar days, counted from the issuance of the Supply Order.
- 4.2. The acceptance of equipment shall be carried out in two stages:
  - 4.2.1. **Provisional Acceptance:** shall occur upon formal delivery of the equipment(s), accompanied by the required documents, and authorizes the shipment of goods, as well as the release of the payment set forth in item 11.2 of the Terms of Reference.
  - 4.2.2. **Definitive Acceptance:** shall be carried out after functional testing, technical inspection, verification of compliance with specifications and submission of translated manuals, with a definitive acceptance certificate being issue.
    - 4.2.2.1. At the time of definitive acceptance, the object must comply with all technical requirements described in the Technical Specifications Document.
    - 4.2.2.2. The CONTRACTED PARTY shall provide the following shipping and commercial documents:
      - 4.2.2.2.1. Pro-forma invoice containing the value and respective units of measurement of the items;
      - 4.2.2.2.2. Bill of Lading (B/L) relating to the shipment(s);





- 4.2.2.2.3. Packing List relating to the shipment(s);
- 4.2.2.2.4. Layout of the panel arrangement in the transport packaging.

#### 5. CLAUSE FIVE - DURATION

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

#### 6. CLAUSE SIX - BUDGET RESOURCES

- 6.1. The expenses arising from this contract will be covered by the CONTRACTING PARTY own resources, allocated in the budget under the following heading.

| UO    | Program | Project/Activity | Nature and expenditure Element | Source                   |
|-------|---------|------------------|--------------------------------|--------------------------|
| 04501 | 504     | 1779             | 4.4.90.52.000                  | 1.759.0137<br>1.500.0000 |

- 6.2. In the following fiscal year(s), the corresponding expenses will be charged to own resources to cover expenses of the same nature, with allocation made in the respective PTA/LOA, and the corresponding Commitment Note issued at the beginning of the fiscal year.

#### 7. CLAUSE SEVEN - CONTRACT VALUE

- 7.1. The value of this Contract is R\$ or US\$ XXX (XXX).
- 7.2. 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.

#### 8. CLAUSE EIGHT – PAYMENT

- 8.1. Payment shall be made in accordance with the following procedure:
- 8.1.1. Within up to 10 (ten) business days after the signing of the contract, payment corresponding to 30% (thirty percent) of the total contract value shall be made to the contractor, provided that the contract requirements are met.





8.1.1.1. In the case of foreign companies, payment will be made after the issuance of the proforma invoice.

8.1.2. Within up to 10 (ten) business days after the inspection certifies the final acceptance of the respective equipment, payment corresponding to 70% (seventy percent) of the total contract value shall be made to the contractor, provided that the contract requirements are met.

8.1.2.1. In the case of unit-by-unit delivery, payment shall correspond to the proportion delivered.

8.2. Payment shall be made according to the terms established in the contract with the trading company hired for the importation of these equipment.

#### 9. CLAUSE NINE – SUBJECTIVE AMENDMENT

9.1. "The merger, demerger, or incorporation of the contractor with/into another legal entity is admissible, provided that the new legal entity meets all the qualification requirements required in the original bidding; all other clauses and conditions of the contract are maintained; there is no prejudice to the execution of the agreed object; and the Administration gives its express consent to the continuation of the contract.

#### 10. CLAUSE TEN – CONTRACT ADJUSTMENT

10.1. The prices are fixed and not subject to adjustment for a period of 01 (one) year, counted from the date of the bidding.

10.2. Within the contract term and upon request by the CONTRACTOR, the contracted prices may be adjusted after the lapse of 01 (one) year, applying the IPCA/IBGE index exclusively to obligations that begin and are completed after the completion of the annual period.

10.2.1. For subsequent adjustments after the first, the minimum interval of 01 (one) year shall be counted from the financial effects of the last adjustment.

10.3. In the event of a delay or non-publication of the adjustment index, the CONTRACTING PARTY shall pay the CONTRACTOR the amount calculated based on the last known variation, settling the corresponding difference as soon as the definitive index is published.

10.3.1. The CONTRACTOR is obliged to provide a calculation report regarding the price adjustment of the remaining amount whenever it occurs.

10.4. If the index established for adjustment is discontinued or can no longer be used for any reason, the index determined by the legislation in force at that time shall be adopted as a substitute.

10.5. In the absence of a legal provision regarding a substitute index, the parties shall select a new official index for the adjustment of the remaining contract value through an amendment.





10.6. The adjustment shall be carried out by endorsement.

**11. CLAUSE ELEVEN – ECONOMIC-FINANCIAL REBALANCE**

11.1. During the term of the Contract, the CONTRACTOR may request a price review to maintain the economic-financial balance established in the bidding, upon proof of the facts provided for in Article 81, item VI, of Law No. 13,303/2016, including demonstration in cost spreadsheets.

11.2. Requests for economic-financial rebalancing or price adjustments of contracts must, under penalty of invalidity, be analyzed by the CONTRACTING PARTY for feasibility.

11.3. If the request is approved, the economic-financial rebalancing shall be recorded through a contract amendment.

**12. CLAUSE TWELVE – CONTRACT AMENDMENTS, INCREASES, AND REDUCTIONS IN QUANTITY**

12.1. Any contract amendments shall be governed by the provisions of Articles 138 to 152 of the Internal Bidding and Contracting Regulations of MTPar.

12.2. Provided that the CONTRACTOR gives authorization, the CONTRACTING PARTY may increase or reduce the total contract value by up to 25% (twenty-five percent), with compensation being prohibited, in accordance with TCU Ruling No. 1,536/2016.

12.3. Once the increase and/or reduction is agreed upon, it shall be recorded through a contract amendment.

**13. CLAUSE THIRTEEN – OBLIGATIONS OF THE CONTRACTOR**

13.1. Sign the Contract, and receive the specific Commitment Note and Supply Orders within up to 03 (three) business days from the sending of an email by the CONTRACTING PARTY containing such documents as attachments.

13.2. Deliver the Products in perfect condition, according to specifications, deadlines, and locations set forth in the Contract and its annexes, accompanied by the respective invoice/proforma invoice or similar, which shall include indications regarding: brand, manufacturer, model, origin, and warranty or validity period, among other requirements specified in the Terms of Reference.

13.3. Repair, correct, remove, or replace, at its own expense, in whole or in part, within the deadline set by the inspection committee, any items found to have defects, faults, or inaccuracies.

13.4. Designate legal representation in Brazil with express powers to receive notices and respond on behalf of the CONTRACTOR in administrative and judicial matters related to this bidding process and any resulting contracts.





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- 13.5. Be responsible for defects and damages arising from the object, in accordance with Articles 12, 13, and 17 to 27 of the Consumer Protection Code (Law No. 8,078/1990).
- 13.6. Provide any clarification or information requested by the CONTRACTING PARTY or its representatives, ensuring access at any time to the equipment manufacturing site, as well as to documents related to the execution of the object.
- 13.7. Ensure the technical organization of the Products in order to manage them effectively and efficiently, in accordance with the documents and specifications included in the Terms of Reference, within the established deadline.
- 13.8. Bear the costs resulting from any error in the sizing of the quantities in its proposal, including variable costs arising from future and uncertain factors, except when any of the events listed in the items of §1 of Article 151 of the MTPar Internal Bidding and Contracting Regulations occur.
- 13.9. Be responsible for the expenses necessary for the proper execution of the object in accordance with the provisions of the Terms of Reference.
- 13.10. Issue an Invoice or equivalent document, specifying the supply performed during the billing period.
- 13.11. Notify the CONTRACTING PARTY within up to 02 (two) business days of any changes to its address, bank account, phone, email, or other information deemed necessary for the receipt of correspondence.
- 13.12. Not publish any advertising or other information regarding the contracted activities without the prior authorization of the CONTRACTING PARTY.
- 13.13. Return amounts paid as advance payment in accordance with the terms set forth in the contract termination.
- 13.14. Assume all labor, social security, tax, commercial, and other obligations provided for in the specific legislation, noncompliance with which does not transfer responsibility to MT Par.
  - 13.14.1. No labor or social security charges, including work-related accidents, taxes, or civil liability of any kind, shall be attributed or communicated to the CONTRACTING PARTY.
- 13.15. Maintain, throughout the term of the Contract, in compliance with the assumed obligations, all qualification and eligibility conditions required in the bidding, providing proof whenever requested by MTPar.
- 13.16. Submit the documents from the bidding qualification phase accompanied by a sworn translation in the country and apostilled in accordance with Decree No. 8,660 of January 29, 2016, or any decree that may replace it, or consularized by the respective consulates or embassies, when dealing with documents in a foreign language.

Av. Dr. Hélio Ribeiro, n° 525, Edifício Helbor Dual Business, 5° Andar, Bairro Alvorada, CEP 78.048-250,  
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- 13.17. Assume any other obligations described in the contract and its annexes.
- 13.18. Comply with requests from MTPar formalized during the execution of the contract.
- 13.19. Failure to observe the assumed obligations shall constitute a contractual breach, leading to contract termination and other sanctions provided by law, ensuring the contractor's right to adversarial proceedings and full defense.

**14. CLAUSE FOURTEEN – OBLIGATIONS OF THE CONTRACTING PARTY**

- 14.1. Designate officer(s) responsible for monitoring, supervising, and evaluating the execution of the Contract, in accordance with the Internal Bidding and Contracting Regulations of MTPar.
  - 14.1.1. Supervision shall be carried out by representative(s) of the CONTRACTING PARTY, referred to as the Contract Supervisor or Inspection Committee, to be duly designated in due course, in accordance with Articles 155 to 160 of the Internal Bidding and Contracting Regulations of MTPar, who shall record all occurrences related to the execution of the contract in the appropriate register.
- 14.2. Receive the products in the conditions established in the Bidding Notice and its annexes.
- 14.3. Require compliance with all obligations assumed by the CONTRACTOR, in accordance with the contract clauses and the terms of its proposal.
- 14.4. Provide the necessary information regarding the object of the contract.
- 14.5. Be responsible for the nationalization and importation of the purchased products, either directly or through the accredited trading company, covering all costs related to transportation, insurance, customs clearance, and other activities inherent to the process.
- 14.6. Require the CONTRACTOR, at any time, to provide proof of the conditions required for contracting.
- 14.7. Publish in the Official State Gazette the designation of the officers comprising the Inspection Committee, in accordance with Articles 155 to 160 of the Internal Bidding and Contracting Regulations of MTPar
- 14.8. Bear the expenses of technical visits by the Inspection Committee for the final acceptance of the products.
- 14.9. Thoroughly verify, within the established deadline, the conformity of the received products with the specifications contained in this instrument, the project, the proposal, and other documents demonstrating the technical descriptions, for the purposes of acceptance and final receipt.
- 14.10. Notify the CONTRACTOR in writing of any imperfections, defects, or irregularities found in the supplied object, so that it may be replaced, repaired, or corrected





- 14.11. Reject, in whole or in part, the products delivered in non-compliance with the Contract.
- 14.12. Make payment to the CONTRACTOR for the supply of the object, within the deadlines and in the manner established in the Bidding Notice and its annexes.
- 14.13. The CONTRACTING PARTY shall not be liable for any commitments assumed by the CONTRACTOR with third parties, nor for any damage caused to third parties as a result of acts by the CONTRACTOR, its employees, representatives, agents, or subordinates.
- 14.14. No payment shall be made to the CONTRACTOR while any contractual obligation remains pending, and such withholding shall not generate the right to price adjustment or monetary correction, since any delay shall result from a cause attributable to the CONTRACTOR.
- 14.14.1. This fact will not give rise to a right to price readjustment or monetary update, since the CONTRACTOR was responsible for the delay.

#### 15. CLAUSE FIFTEENTH – ADMINISTRATIVE SANCTIONS

- 15.1. The following conduct is considered subject to sanctions, among others:
- 15.1.1. failure to digitally sign and send the contract within the deadline stipulated by the CONTRACTING PARTY;
- 15.1.2. failure to receive, without justification, emails from the CONTRACTING PARTY;
- 15.1.3. acting in bad faith in the contractual relationship, proven in a specific process;
- 15.1.4. presenting a false document in any administrative process initiated by MT PAR;
- 15.1.5. frustrating or defrauding, through agreement, collusion or any other means, the bidding process and the resulting contract;
- 15.1.6. removing or attempting to remove a participant, through violence, serious threat, fraud or offering any type of advantage;
- 15.1.7. acting in bad faith in the bidding process or in the contractual relationship, proven in a specific process;
- 15.1.8. incurring contractual non-performance;
- 15.1.9. preventing, disrupting or defrauding the execution of any act of the bidding procedure;
- 15.1.10. To violate the confidentiality of a proposal submitted in a bidding process, or to provide a third party with the opportunity to violate it;
- 15.1.11. To remove or attempt to remove a bidder through violence, serious threat, fraud, or the offering of any type of advantage;





- 15.1.12. To defraud, to the detriment of MTPar, a bidding process initiated for the acquisition or sale of goods or merchandise, works and services, or contracts resulting therefrom.
  - 15.1.13. arbitrarily raising prices;
  - 15.1.14. selling counterfeit or deteriorated merchandise as genuine or perfect;
  - 15.1.15. delivering one type of merchandise for another;
  - 15.1.16. altering the substance, quality, or quantity of the merchandise supplied;
  - 15.1.17. making the proposal unfairly more onerous in any way;
  - 15.1.18. having fraudulently or irregularly created a legal entity to participate in a public bidding process or enter into an administrative contract;
  - 15.1.19. having obtained undue advantage or benefit, fraudulently, from modifications or extensions of contracts entered into with MT PAR, without authorization in law, in the bidding notice, or in the respective contractual instruments;
  - 15.1.20. having manipulated or defrauded the economic and financial balance of contracts entered into with MT PAR;
  - 15.1.21. to have hindered the investigative or supervisory activities of public bodies, entities or agents, or to have interfered in their actions, including those of regulatory agencies and supervisory bodies.
- 15.2. Proof of the practices exemplified above will result in administrative and judicial liability for the Bidder or CONTRACTOR, and, when it is a legal entity, will imply the individual responsibility of the directors of the offending companies and the administrators/managers, as authors, co-authors or participants in the illicit act, under the terms of Law No. 12.846/2013, and a Liability Investigation Process must be initiated, in accordance with State Decree No. 522, of April 15, 2016.
- 15.3. Any natural or legal person who performs acts in violation of the Internal Regulations for Bidding and Contracting of MTPar is subject to sanctions, without prejudice to civil and criminal liability.
- 15.4. Failure to comply with the obligations assumed by the CONTRACTOR, without justification accepted by the CONTRACTING PARTY, guaranteeing prior and full defense, may result in the following administrative sanctions:
- 15.4.1. Warning;**
    - 15.4.1.1. A warning sanction is applicable whenever the act committed, even if unlawful, is not sufficient to cause damage to the CONTRACTING PARTY, its facilities, people, image, environment, or third parties;
    - 15.4.1.2. Written warning, when there is non-compliance with any of the contractual obligations considered minor offenses, understood as those that do not cause significant harm to the supply of the goods;





15.4.1.3. Recurrence of the warning sanction may result in the application of a fine or suspension penalty.

**15.4.2. Late payment penalty;**

15.4.2.1. for unjustified delay in the delivery of equipment/products, to be calculated using the following equation:

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

Where: M = fine amount;

V = amount corresponding to the overdue Supply Order, phase, stage or installment;

N = delay period in calendar days;

F = progressive percentage factor according to the table below:

| DELAY PERIOD IN CALENDAR DAYS | Penalty Percentage Factor |
|-------------------------------|---------------------------|
| 1st - Up to 10 days           | 5%                        |
| 2nd - From 11 to 20 days      | 7%                        |
| 3rd - From 21 to 30 days      | 10%                       |

**15.4.3. Compensatory fine;**

15.4.3.1. A 25% compensatory fine will be applied to the contract value for total non-performance of the object, which is configured when the CONTRACTOR fails to execute the contracted object, totally violating the contractual obligations.

15.4.4. Suspension of the right to participate in bidding and prohibition from contracting with MTPar, for up to 02 (two) years.

15.4.5. The penalties of suspension from bidding and prohibition from contracting with the CONTRACTING PARTY will follow the dictates of articles 171 to 173 of MTPar's Internal Regulations for Bidding and Contracts.





- 15.4.6. As sanções previstas nos itens 15.4.1 e 15.4.4 desta cláusula poderão ser aplicadas conjuntamente com as penalidades de multa.
- 15.5. Termination by unilateral action of the CONTRACTOR, without cause from the CONTRACTING PARTY, entails the following consequences, without prejudice to the sanctions provided for in the Internal Regulations for Bidding and Contracting of MTPar and other applicable legislation.
- 15.6. Total or partial non-performance of the contract, without the CONTRACTING PARTY being at fault, may give rise to its termination, with the applicable consequences.
- 15.7. If a contractual breach occurs punishable by a fine, the CONTRACTED PARTY must be formally notified to present a prior defense.
- 15.8. Failure to pay the fine imposed will result in the taking of appropriate legal measures, and its repetition may lead to the application of the sanction of suspension of the right to participate in bidding and impediment to contracting with the CONTRACTING PARTY for up to 02 (two) years.
- 15.9. Payment of the contractual fine does not eliminate the obligation to indemnify the CONTRACTING PARTY for any losses exceeding that amount.
- 15.10. Fines and damages caused to the CONTRACTING PARTY will be deducted from payments due to the CONTRACTED PARTY or collected voluntarily by the latter; in case of default, the debt will be registered in the State's Active Debt and collected judicially.
- 15.11. If the CONTRACTING PARTY so determines, the fine must be paid within a maximum period of 10 (ten) consecutive days, counting from the date of receipt of the communication sent by the competent authority.
- 15.12. If the amount of the fine is not sufficient to cover the damages caused by the bidder's conduct, the CONTRACTING PARTY may collect the remaining amount judicially, in accordance with article 419 of the Civil Code.
- 15.13. The competent authority, in applying the sanctions, will take into consideration the seriousness of the offender's conduct, the educational nature of the penalty, as well as the damage caused to the CONTRACTING PARTY, observing the Principle of Proportionality and Reasonableness.
- 15.14. No sanction will be applied without due administrative process, ensuring the CONTRACTED PARTY the right to a fair hearing and full defense.
- 15.15. The sanctions applied will be reported for registration in the General Supplier Registry of the State of Mato Grosso by the CONTRACTING PARTY.

#### **16. CLAUSE SIXTEENTH – CONTRACT TERMINATION**

- 16.1. The parties may terminate the contract amicably, unilaterally, or judicially, as stipulated in articles 161 to 165 of the MTPar Internal Regulations for Bidding and Contracting.





- 16.2. The CONTRACTOR acknowledges the CONTRACTING PARTY's rights in case of unilateral termination due to total or partial non-performance of the contract.
- 16.3. If the CONTRACTOR has received amounts as advance payment, it is obligated to prove, in a reliable and documented manner, the actual amount spent up to the moment of contract termination.
- 16.3.1. If it is not possible to fully prove the delivery of goods, products, or the provision of services related to the advance payment, the CONTRACTOR must immediately reimburse the CONTRACTING PARTY, with monetary adjustment, the amounts corresponding to the unexecuted part of the contract.

#### 17. CLAUSE SEVENTEENTH – CONTRACT TERMINATION

- 17.1. If obligations are not fulfilled within the stipulated period, the validity will be extended until the completion of the object, in which case the CONTRACTED PARTY must provide for the readjustment of the schedule established for the contract, and the CONTRACTING PARTY must formalize the instrument of the necessary extensions up to the limit provided for in Article 71 of Law 13.303/2016 and Article 128 of the Internal Regulations for Bidding and Contracts of MT PAR.
- 17.2. When the non-completion of the contract referred to in the previous item results from the fault of the CONTRACTED PARTY:
- 17.2.1. it will be considered in default, and the respective administrative sanctions will apply;
- 17.2.2. and MT Par may choose to terminate the contract and, in that case, will adopt the measures permitted by law for the necessary actions.

#### 18. CLAUSE EIGHTEENTH – SUPERVISION AND MONITORING

- 18.1. Supervision of the contract consists of verifying the conformity of its perfect execution, in order to ensure the perfect fulfillment of the agreement, and must be exercised by the contract supervisor or supervisory commission specifically designated for this purpose, in accordance with the Internal Regulations for Bidding and Contracts of MTPar.
- 18.2. Notwithstanding that the CONTRACTOR is solely and exclusively responsible for the execution of the object, the CONTRACTING PARTY reserves the right, without in any way restricting the fullness of this responsibility, to exercise the broadest and most complete supervision over the supply of goods.
- 18.3. The duties of the supervisor(s) include, among others:





- 18.3.1. Clarify any doubts of the CONTRACTOR's representative that fall under their responsibility, forwarding problems that arise to the appropriate areas when they lack the necessary authority;
- 18.3.2. verify the execution of the contractual object, proceed with the receipt of goods and formalize the certification for payment purposes;
- 18.3.3. anticipate and resolve problems that affect the contractual relationship;
- 18.3.4. reject goods that are not in accordance with the specifications of the contracted object.

#### 19. CLAUSE NINETEEN – CONTRACT GUARANTEE

- 19.1. Within a maximum period of 05 (five) business days, extendable for an equal period at the discretion of the CONTRACTING PARTY, counted from the execution of the contract, the CONTRACTOR shall submit proof of provision of a guarantee in the amount of 05% (five percent) of the total contract value, and may choose cash deposit, performance bond insurance, or bank guarantee.
- 19.2. The CONTRACTOR shall choose one of the forms prescribed in Article 70, paragraph 1, of Federal Law No. 13,303/2016.
- 19.3. Failure to comply with the deadline established for submission of the guarantee shall result in the application of a fine of 0.07% (seven hundredths of one percent) of the total contract value per day of delay, up to a maximum of 02.00% (two percent).
- 19.4. A delay exceeding 25 (twenty-five) calendar days shall authorize the CONTRACTING PARTY to terminate the contract for breach or irregular performance of its clauses.
- 19.5. The validity of the guarantee, regardless of the modality chosen, shall cover a period of 90 (ninety) days after the end of the contractual term.
- 19.6. In the event of any change in the contract value, or extension of its term, the guarantee shall have its amount updated to reflect the new situation or be renewed, following the same parameters adopted at the time of contracting.
- 19.7. If the value of the guarantee is used in whole or in part for payment of any obligation, the CONTRACTOR shall replenish the respective amount within a maximum period of 05 (five) business days, counted from the date on which it is notified.
- 19.8. The guarantee, regardless of the modality chosen, shall secure payment of:





- 19.9. losses arising from non-performance of the object of the contract and from non-fulfillment of the other obligations set forth therein;
- 19.10. direct losses caused to the CONTRACTING PARTY resulting from fault or willful misconduct during the performance of the contract;
- 19.11. default and punitive fines imposed by the CONTRACTING PARTY on the CONTRACTOR; and
- 19.12. labor and social security obligations of any nature, including obligations related to the FGTS, not fulfilled by the Contractor, when applicable.
- 19.13. The CONTRACTING PARTY shall enforce the guarantee in the manner provided by the applicable legislation governing the matter.
- 19.14. The guarantee shall be deemed extinguished:
  - 19.15. upon return of the insurance policy, bank guarantee letter, or authorization for withdrawal of amounts deposited in cash as guarantee, accompanied by a statement from the CONTRACTING PARTY, by means of a formal record, that the Contractor has fulfilled all contractual clauses;
  - 19.16. within 90 (ninety) days after the end of the contract term, if the CONTRACTING PARTY does not report the occurrence of claims, in which case the period shall be extended pursuant to such communication.
- 19.17. The guarantor shall not be considered a party to any administrative proceeding initiated by the CONTRACTING PARTY for the purpose of determining losses and/or applying sanctions to the CONTRACTOR.
- 19.18. The CONTRACTOR authorizes the CONTRACTING PARTY to retain the contractual guarantee at any time.

## 20. CLAUSE TWENTIETH – PRODUCT WARRANTY AND TECHNICAL ASSISTANCE

- 20.1. The warranty period for the equipment is a minimum of 03 (three) years, starting from the first day following the approval of the respective final receipt.
- 20.2. The warranty covers the performance of corrective maintenance on the assets by the Contractor itself, or, if applicable, through authorized technical assistance, in accordance with specific technical standards.
  - 20.2.1. Corrective maintenance is understood to be that which is intended to correct defects in assets, including the replacement of parts, adjustments, repairs, and necessary corrections.





- 20.3. Any parts that exhibit defects or flaws during the warranty period must be replaced with new, unused, and original parts that meet or exceed the quality and performance standards of the parts used in the equipment's manufacture.
- 20.4. Upon notification, the Contractor shall repair or replace any defective or faulty goods within a period of up to 30 business days, starting from the date the equipment is removed from the Contractor's premises by the Contractor or authorized technical assistance.
- 20.4.1. The deadline indicated in the previous sub-item may be extended once, for an equal period, during its course, upon written and justified request from the Contractor, accepted by the Client.
- 20.4.2. In the case of the sub-item above, the Contractor must provide parts and/or components of the equipment with specifications equal to or higher than those previously supplied, for temporary use by the Client, in order to guarantee the continuity of administrative work during the execution of repairs.
- 20.5. If the deadline for repairs and replacements expires without the Client's request being met or the Contractor providing justifications, the Client is authorized to hire a different company to perform the repairs, adjustments, or replacement of the asset or its components, as well as to demand reimbursement from the Contractor for the respective costs, without this fact resulting in the loss of the equipment warranty.
- 20.6. The cost related to the transportation of equipment and/or parts covered by the warranty will be the responsibility of the Contractor.
- 20.7. MTPar must acquire components or parts of foreign origin for equipment maintenance during the technical warranty period from the original supplier of this equipment when not covered by the warranty.

## 21. CLAUSE TWENTY-FIRST – RISK MATRIX

- 21.1. Due to the form of contracting and the nature of the object, a risk matrix is not required, as provided for in Article 37 of the MTPar Internal Regulations for Bidding and Contracts.

## 22. CLAUSE TWENTY-SECOND – GENERAL DATA PROTECTION LAW

- 22.1. The parties undertake to protect the fundamental rights of freedom and privacy and the free development of the personality of the natural person, relating to the processing of personal data, including in digital media, under the terms of the General Data Protection Law - LGPD (Law No. 13.709, of August 14, 2018).





### 23. CLAUSE TWENTY-THIRD - CONFIDENTIALITY

- 23.1. The Contractor is fully responsible for maintaining confidentiality regarding any data and information provided by MTPar, or contained in any documents and media, that it may become aware of during the execution of the work and after the completion of the services, and may not, under any pretext or form, disclose, reproduce or use them.
- 23.2. At the beginning of its activities, the Contractor must sign a Secrecy and Confidentiality Agreement, in the format proposed in the contract annex, through which it undertakes, including through all professionals eventually involved in the execution of the services, to safeguard the secrecy and confidentiality of any data, materials, details, information and technical and commercial specifications of the Contracting Party that it may become aware of or have access to, or that may be entrusted to it, whether or not related to the provision of the services that are the subject of the contract.
- 23.3. The Contractor may not, under any pretext, reproduce, disclose, reveal, or make known to third parties unrelated to this contract any information to which it has access, under penalty of liability under the law.

### 24. CLAUSE TWENTY-FOURTH – INTELLECTUAL PROPERTY

- 24.1. All generated products, including reports, specifications, technical descriptions, prototypes, data, schematics, blueprints, drawings, diagrams, source code of programs in any media, documentation on paper or in any form or media, are the property of MTPar, in accordance with article 80 of Law 13.303/2016 and Law 9.610/98, which provides for copyright, and any commercialization of these by the Contractor is prohibited, and it may not, under any pretext or form, disclose, reproduce or use them.
- 24.2. The Contractor shall deliver to MTPar any product described in the aforementioned item, even if it was produced without MTPar's request.
- 24.3. The use of proprietary solutions or components of 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.
- 24.4. The Contractor is prohibited from making any type of advertising about the contracted services without the express authorization of the Client, under penalty of applicable sanctions.
- 24.5. The Contractor is prohibited from disseminating and commercializing the products and information generated relating to the object of the provision of services, except when expressly authorized by the Client.





- 24.5.1. The obligation of confidentiality remains after the termination of this contract and its violation will result in the application to the breaching party of the contractual penalty stipulated in the contract, without prejudice to civil and criminal liability, for a period of 10 (ten) years.

## **25. CLAUSE TWENTY-FIFTH – SUBCONTRACTING**

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

## **26. CLAUSE TWENTY-SIXTH – ON OMISSIONS**

- 26.1. Omissions will be decided by the CONTRACTING PARTY, according to the provisions contained in the Internal Regulations for Bidding and Contracting of MTPar, in Law No. 13.303/2016 and, subsidiarily, according to the provisions contained in Law No. 8.078 of 1990.
- 26.2. Any doubts about the execution and interpretation of the Clauses of the intended contract will be resolved through the application of the Constitutional Principle of Proportionality, Reasonableness, Objective Good Faith - art. 422 of the Civil Code and the social function of contracts (Articles 421 and 2.035, sole paragraph, both of the Civil Code), as well as in accordance with the general principles of law, always and predominantly considering the public - collective - interest to be protected.

## **27. CLAUSE TWENTY-SEVENTH – PUBLICATION OF THE EXTRACT**

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

## **28. CLAUSE TWENTY-EIGHT – ANTI-CORRUPTION**

- 28.1. For the execution of this contract, neither party may offer, give, or undertake to give to anyone, or accept or undertake to accept from anyone, either on its 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 to it, which must also be observed by agents and collaborators.

## **29. CLAUSE TWENTY-NINTH – JURISDICTION**





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29.1. The parties elect the jurisdiction of the District of Cuiabá, State of Mato Grosso, to settle all disputes arising from this Contract, and this jurisdiction shall be competent for the filing of any legal action arising from this instrument, to the exclusion of any other, however privileged it may be. And, being in agreement, they sign this Contract in two (2) copies of equal content and form.

Cuiabá-MT, XXX de XXX de 2026.

XXX  
XXX  
CONTRACTED

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

WENER SANTOS  
CONTRACTOR

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

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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 10/04/2026 às 10:06:59.  
Documento Nº: 35983339-4405 - consulta à autenticidade em  
<https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=35983339-4405>



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**ANNEX E**

**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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Assinado com senha por WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 10/04/2026 às 10:06:59.  
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**SIGA**