

TERMS OF REFERENCE

1. OBJECT

1.1. Acquisition of outdoor LED panels for Parque Novo Mato Grosso, in accordance with the specifications, conditions, quantities, and requirements established in this instrument and its annexes.

SINGLE LOT			
ITEM	DESCRIPTION	UNIT OF MEASUREMENT	QUANTITY
1	Fixed outdoor LED panel: with a pixel pitch of 4 mm or less, 3-in-1 SMD LEDs; brightness equal to or greater than 5000 nits and pixel density equal to or greater than 62500 pixels per square meter; dimensions of 500x500mm, 1000x500mm or 960x960mm; rear or front maintenance; IP65 ingress protection front and back, suitable for outdoor environments; cabinet material is made of aluminum material; manual and automatic brightness control; adjustable color temperature; viewing angle equal to or greater than 140 degrees horizontal and 90 degrees vertical; contrast ratio equal to or greater than 4000:1, with 14-bit processing depth and frame refresh rate equal to or greater than 3840 Hz; maximum power is equal to or less than 850 watts per square meter, and typical power equal to or less than 350 watts per square meter; input voltage between 200 and 240 Vac, with input frequency of 60 Hz; lifespan equal to or greater than 100,000 hours and with a minimum warranty of 3 years.	m ²	≥ 848,81
2	Indoor/Outdoor rental LED panel: with a pixel pitch of 4 mm or less, 3-in-1 SMD LEDs; brightness equal to or greater than 4000 nits and pixel density equal to or greater than 62500 pixels per square meter; dimensions less than or equal to 1000 mm in width and length; rear or front maintenance; IP65 ingress protection front and back, suitable for indoor/outdoor environments; material is die-cast aluminum; manual and automatic brightness control; adjustable color temperature; viewing angle equal to or greater than 140 degrees horizontal and 120 degrees vertical; contrast ratio equal to or greater than 4000:1, with 14-bit processing depth and frame refresh rate equal to or greater than 3840 Hz; maximum power is equal to or less than 800 watts per square meter, and typical power equal to or less than 350 watts per square meter; input voltage between 200 and 240 Vac, with input frequency of 60 Hz; lifespan equal to or greater than 100,000 hours and with a minimum warranty of 3 years; with modular floor mounting structure and "flight case" type transport boxes.	m ²	60



3	<p>Modular video controller with a capacity for 19 million pixels; main interface with 1 Genlock input with loop, 1 RS232 serial port, USB 3.0 port, and GbE control port; input interfaces include 1 HDMI Type A port or 1 DP port (1x4K@60Hz), 4 3G-SDI ports (4x2K@60Hz), 4 HDMI Type A ports (4x2K@60Hz), 2 RJ45 GbE ports, and 1 USB 3.0 port. Output interfaces consist of 6 10G fiber ports (3 main and 3 backup). The monitoring interface has 1 HDMI 1.4 port for input preview and output monitoring (minimum of 1920x1080@60Hz); support for simultaneous playback of 4x4K or 16x1080P, multi-window and multi-layer display, window roaming, free splicing, and input source cropping. Control is through 1 Ethernet port, 2 USB ports (input and output), and 1 GENLOCK (IN & LOOP); color management with independent adjustments for each input and output source in brightness, color temperature, RGB gain, contrast, saturation, and brightness compensation; device control capability via LAN, RS232, and Web; power supply 100~240V 60Hz; with software and accessories and a 3-year warranty. (Colorlight X100Pro-4U or similar).</p>	UN	1
4	<p>Video controller with a capacity for 6.5 million pixels; with inputs for 1x HDMI 2.0, 1x HDMI 1.4, 1x DVI, 1x 3G-SDI, and 1x 10G fiber port, supporting input up to 4096x2160@60Hz and frame rate up to 240 Hz; with outputs of 10 Gigabit network ports, 2 10G fiber ports, supporting video loop output and up to 1x 4Kx1K@60Hz or 2x 2Kx1K@60Hz; 1 HDMI 1.3 port for preview or video output; with frame rate up to 240 Hz, and support for 8-bit and 10-bit video processing; with capabilities for video cutting, switching, and scaling at the broadcast level, support for displaying at least 3 layers with independent size and position adjustments, zero-latency operation in bypass mode, support for HDR display and Genlock with loop; with color management featuring independent adjustments for hue, saturation, contrast, and brightness compensation on output, brightness and color temperature adjustments; with HDMI port support for audio via multifunction card or HDMI input; with USB port for control, RS232 serial communication protocol, and LAN port for TCP/IP control; power supply 100~240V 60Hz; with control software, accessories, and 3-year warranty (Colorlight VX10 or similar).</p>	UN	4
5	<p>Video controller with a capacity for 3.93 million pixels; with inputs for 1x HDMI 2.0, 1x HDMI 1.4, 1x DVI, 1x 3G-SDI, and 1x 10G fiber port, supporting input up to 4096x2160@60Hz and frame rate up to 240 Hz; with outputs of 10 Gigabit network ports, 2 10G fiber ports, supporting video loop output and up to 1x 4Kx1K@60Hz or 2x 2Kx1K@60Hz; 1 HDMI 1.3 port for preview or video output; with frame rate up to 240 Hz, and support for 8-bit and 10-bit video processing; with capabilities for video cutting, switching, and</p>	UN	12



	scaling at the broadcast level, support for displaying at least 3 layers with independent size and position adjustments, zero-latency operation in bypass mode, support for HDR display and Genlock with loop; with color management featuring independent adjustments for hue, saturation, contrast, and brightness compensation on output, brightness and color temperature adjustments; with HDMI port support for audio via multifunction card or HDMI input; with USB port for control, RS232 serial communication protocol, and LAN port for TCP/IP control; power supply 100~240V 60Hz; with control software, accessories, and 3-year warranty (Colorlight VX6 or similar)		
6	16K media server , with the capability to play two 8K videos and provide output for eight 4K videos at 60Hz; with screen configuration capabilities, splitting, mounting, and recombining screens, multiple layers; with 8 DP1.4 outputs capable of 4K at 60Hz each; with a maximum playback capacity of at least 16384x4320 at 60Hz; with 1 1Gb LAN port, 2 USB 2.0 ports, 1 COM port, VGA video port, remote management port, 2 USB 3.2 ports, 1 10Gb LAN port, Type-C port, 7.1 audio output ports, 1TB M.2 SSD, Intel CPU with 16 cores and 32 threads, 128GB RAM, SDI or DVI capture card, 2 16GB Quadro or superior graphics cards, 3.5mm audio input and multichannel output, network bandwidth of 1GbE and 10GbE; power supply 200 ~ 240V 60Hz; accessories and software included, and a 3-year warranty (Colorlight CS16K or similar)	UN	1
7	8K media server , with the capability to play four 4K videos at 60Hz; video output through 4 DP1.4 ports with a capacity of 4096x2160 at 120Hz and a maximum combined resolution of 8192x4320 at 60Hz; 1TB M.2 SSD, Intel CPU with 10 cores and 20 threads, 32GB RAM, SDI or DVI capture card, and a 16GB Quadro or superior graphics card; with audio input and output; with 4 DP1.4 outputs; 2 1GbE LAN ports, 2 USB 3.1 ports, 2 USB 2.0 ports, 1 GbE port, 1 USB 3.1 Gen 2 Type-C port, 1 optical Opt S/PDIF port, 1 COM port, VGA video port, remote management port, 2 USB 3.2 ports, 1 10Gb LAN port, Type-C port, and 7.1 audio output ports; power supply 200 ~ 240V 60Hz; accessories and software included, and a 3-year warranty (Colorlight CS20-8KPro or similar)	UN	3
8	Fiber Converter , with 1 10GB/s Dual-LC port and 10 Neutrik RJ45 Gigabit Ethernet outputs; support for photoelectric conversion; and single-mode fibers compatible with video controllers; power supply 200 ~ 240V 60Hz	UN	26

1.2. The goods to be acquired have their technical specifications and all other conditions described in Annex A of this instrument.

1.3. In the event of any discrepancy between **the specifications listed on the Procurement Portal** and those





contained in Annex A, the description in the Technical Specifications Document shall always prevail.

2. JUSTIFICATION AND DESCRIPTION OF THE NEED FOR THE CONTRACTING

Parque Novo Mato Grosso is a bold and innovative project being developed by MT PAR in the city of Cuiabá/MT. It is designed as a multi-purpose and versatile space, with the vision of hosting a wide variety of events, from concerts to corporate, cultural, and sporting events. However, its value goes far beyond entertainment and business—it is deeply connected to the concept of providing culture, leisure, sports, and recreational activities to the community.

The central objective of this park is not merely to serve as a venue for entertainment and business; it is also strongly aligned with the recognition of sports, leisure, and culture as social rights within the State of Mato Grosso. Its mission is to offer the population of the State of Mato Grosso—as well as its visitors—a space for access to a broad range of sports, recreational, and cultural activities.

With its wide variety of facilities and activities, Parque Novo Mato Grosso has the potential to serve all sectors of society, from individuals with higher purchasing power to the most underserved members of the community. It is set to become a landmark where culture and leisure are accessible and inclusive for all citizens, regardless of their social or economic status.

The development will span a vast area of approximately 300 hectares and will house a series of remarkable facilities, creating a valuable source of culture and leisure for the people of Mato Grosso and enhancing their quality of life. Among these facilities are: a racetrack, kart track, museums, show venue, a Ferris wheel over 100 meters tall, family zone, wet play area, dry play area, extreme park, food court, waterfront square, Nations Village, Casa Cuiabana, Tree of Life, and many others still in the design phase.

As one of the visual communication features of the park, this procurement process focuses on the acquisition of outdoor LED panels, which differ significantly from traditional billboards. Unlike static roadside panels that are often damaged by weather or vandalism, LED panels are dynamic and resilient.

LED panels are versatile tools widely used in advertising and visual communication, allowing for the promotion of products and services, or simply delivering information in an attractive and dynamic way. With the ability to display animations, videos, and real-time messages, they offer numerous possibilities for engaging the audience.

Outdoor LED panels capture the attention of passersby and offer flexibility and creativity in large-scale communication, including advertising and public information. Their content can be easily updated, allowing integration with digital marketing strategies and real-time adaptability.

Their capability to display vivid visuals, animations, and video content, as well as to enable mapped projections that create immersive experiences, adds an extra layer of engagement for the audience. The Show Venue is the ideal setting to demonstrate the practical application of LED panels within the scope of Parque Novo Mato Grosso: the panels may serve as dynamic backdrops for performers, display visuals, videos, and effects during performances, present artist details, schedules, and sponsors, and even enable lighting synchronized with the event, creating an immersive experience for attendees.

The technical specifications of the LED panels were carefully developed by a team of electrical engineers to ensure





the models have characteristics that allow versatile and optimized performance across the various areas and facilities of Parque Novo Mato Grosso. The LED panels to be acquired will be manufactured with high-quality materials and cutting-edge technology, ensuring their durability and resistance to adverse weather conditions. Furthermore, they are easy to install and maintain, energy-efficient, and have an extremely long service life, making them a practical and cost-effective solution. Standardizing the panels is also expected to yield efficiencies in preventive and corrective maintenance, and economies of scale during the procurement phase.

3. CONTRACTING REQUIREMENTS

3.1. The CONTRACTED PARTY shall be responsible for complying—without the need for prior notice—with all applicable laws, decrees, regulations, instructions, resolutions, ordinances, and federal, state, and municipal standards, as well as any technical standards, directly or indirectly applicable to the object of the Contract. Therefore, the future CONTRACTED PARTY may not claim ignorance, misunderstanding, doubt, or oversight of any detail related to the execution of the object and shall be held responsible for any charges or liabilities arising from such circumstances;

Subcontracting

3.2. The CONTRACTED PARTY is expressly prohibited, at this time, from transferring, assigning, subcontracting, negotiating, or using under any circumstance—whether as a guarantee, surety, or collateral, commercial or banking instrument—or transacting with third parties of any legal form, the obligations, responsibilities, and other clauses set forth in the contractual instrument, without the prior, express, and formal authorization of MT PAR;

Contract Guarantee

3.3. No performance bond will be required. Nevertheless, it is important to emphasize that payment upon delivery is a mitigating measure adopted to avoid financial loss to MT Par;

Sample Submission

3.4. Samples will not be required; however, companies must fully comply with the evaluation and product acceptability criteria, particularly with respect to technical aspects.

4. OBJECT EXECUTION MODEL

Delivery Period and Conditions for Products and Spare Parts

4.1. The lot must be delivered ready for installation and connection to the electrical network and accessories. All internal panel connections must be preassembled and delivered ready for immediate use.

4.2. The delivery period for the goods shall be up to 4 (four) months, counted from the issuance of the Purchase Order;





4.2.1. If delivery on the scheduled date is not possible, the company must inform the reasons at least 10 days in advance, so that any extension request may be evaluated, except in cases of force majeure or unforeseeable circumstances.

4.3. Delivery shall be in a single shipment, unless the Purchase Order(s) allow for partial deliveries or if otherwise authorized in writing by MT PAR;

4.4. In addition to the products described in the respective lot of this document, the CONTRACTED PARTY must provide spare parts, as specified in the technical specifications document (Annex A) of this instrument.

4.5. The supplier must ensure the availability of spare parts for the acquired LED panels for a period of 5 years. Discontinued products will not be accepted. The list of spare parts must include critical components, such as LED modules, power supplies, connection cables, controllers, and any other essential parts for the operation and maintenance of the equipment. Spare parts must be supplied with the same quality and specifications as the original components, and corresponding technical documentation must be provided to facilitate proper replacement and maintenance.

Packaging

4.6. The CONTRACTED PARTY is responsible for the packaging and/or proper packing of the goods, which must be suitable for the type of transport and capable of maintaining the integrity and characteristics of the goods, at no additional cost to MT PAR;

4.7. At the time of transport, all items must be packed in rigid packaging, such as plywood wooden cases or similar. These packages must be sealed and suitable for maritime and land transportation, as well as appropriate for regular loading, unloading, handling, and storage operations. The packaging must clearly identify the contents and include handling instructions;

4.7.1. Rental-type LED panels and their structures must be packed in flight cases, as specified;

Verification of Technical Requirements, Certifications, and Test Reports

4.8. The CONTRACTED PARTY must provide test reports certifying the required characteristics in the Terms of Reference. All reports must be issued by laboratories certified by INMETRO and/or laboratories accredited under ILAC MRA.

4.9. The certification documentation must be complete and provide evidence that all tests were conducted in accordance with the procedures set forth in the relevant standards, and must include all certificates and test reports listed in the Technical Specifications Document (Annex II) of this instrument;

4.10. The bidder must comply with the requirements set forth in the Technical Specifications Document (Annex A), particularly Chapters 14 and 15.





Warranty, Maintenance, and Technical Support

4.11. The minimum contractual warranty period for the lots shall be 36 months, counted from the first business day following the date of final acceptance of the object;

4.12. If the manufacturer's warranty period is shorter than that established in this clause, the CONTRACTED PARTY must extend the warranty for the remaining period;

4.13. The warranty includes the repair or replacement of any component, system, equipment, product, or material that deviates from the required characteristics, or presents design errors or manufacturing defects, at the expense of the CONTRACTED PARTY;

4.13.1. The CONTRACTED PARTY shall not be held liable if misuse by the CONTRACTING PARTY is proven, in which case the burden of proof lies with the CONTRACTED PARTY, including costs related to the issuance of technical reports and other expenses involved in verifying and proving such misuse;

4.14. If, during the warranty period, any defects or discrepancies in the goods are identified, the CONTRACTING PARTY shall notify the CONTRACTED PARTY in writing, establishing a deadline for correction;

4.14.1. Repaired and/or replaced goods must be returned to MT PAR within 30 days;

4.14.2. Repaired and/or replaced goods under warranty must have the warranty period renewed for the full original term;

4.15. MT PAR will make available the goods related to the reported defects or discrepancies, and will receive them back after the necessary corrections at the designated delivery address. Alternatively, shipment may be made via carrier or postal service, provided the CONTRACTED PARTY provides a voucher, agreement code, or equivalent method for cost-free return of the item by the CONTRACTING PARTY.

4.15.1. The CONTRACTED PARTY is responsible for the execution and costs of handling operations, including loading/unloading, shipping/receiving, transportation, and customs clearance, whether performed in Brazil or abroad.

4.16. If the CONTRACTED PARTY is unable to make the necessary corrections, MT PAR may proceed with the repairs, either directly or through third parties, at the expense of the CONTRACTED PARTY, after prior notification. The CONTRACTED PARTY acknowledges its responsibility for reimbursing MT PAR for incurred costs, limited, however, to the adjusted contract value.

4.17. The expiration of the contract term does not exempt the CONTRACTED PARTY from the warranty obligations related to the goods.





5. CONTRACT MANAGEMENT MODEL

- 5.1. The contract shall have a term of 12 months, and may be extended under the terms of Law No. 13.303/2016;
- 5.2. The contract may be formalized in either United States Dollar (USD or US\$) or Brazilian Real (R\$);
- 5.3. The contract must be faithfully executed by both parties, in accordance with the agreed-upon clauses and the provisions of the Internal Procurement and Contracting Regulations of MT PAR and Law No. 13.303/2016. Each party shall be held liable for the consequences of its total or partial noncompliance;
- 5.4. Communications between the CONTRACTING PARTY and the CONTRACTED PARTY must be made in writing whenever the action requires such formality, with electronic messages being permitted for this purpose.
- 5.5. The CONTRACTING PARTY may summon a representative of the CONTRACTED PARTY to adopt measures that require immediate compliance.
- 5.6. If the CONTRACTED PARTY is a foreign company, MT PAR may engage an importing company to act in the modality of indirect importation of the acquired products.

Oversight

- 5.7. The oversight of the contract consists of verifying the compliance and proper execution of its terms, to ensure full and correct performance. This function shall be exercised by the contract inspector or a specifically designated oversight committee;
- 5.8. Although the CONTRACTED PARTY is solely and exclusively responsible for executing the contract's object, the CONTRACTING PARTY reserves the right to exercise comprehensive oversight of the supply of goods, without limiting the CONTRACTED PARTY's full responsibility in any way.
- 5.9. The responsibilities of the inspector(s) or the oversight committee include, but are not limited to:
- 5.9.1. Clarifying any doubts raised by the CONTRACTED PARTY's representative that fall within their authority, and forwarding matters to the appropriate departments when beyond their scope;
 - 5.9.2. Verifying the execution of the contract's object, receiving the goods, and issuing certification for payment purposes;
 - 5.9.3. Taking proactive measures to resolve issues that may impact the contractual relationship;
 - 5.9.4. Rejecting goods that do not comply with the specifications of the contracted object.

6. ADJUSTMENT AND REVIEW OR REBALANCING



6.1. The prices initially contracted are fixed and non-adjustable for a period of one year, counted from the date of the bidding process;

6.2. After the one-year period, the initial prices may be adjusted by the CONTRACTING PARTY, through the application of the IPCA index, exclusively for obligations initiated and concluded after the anniversary date;

6.3. During the term of the Contract, the CONTRACTED PARTY may request a price review in order to restore the initially agreed relationship between the CONTRACTED PARTY's obligations and the CONTRACTING PARTY's remuneration, ensuring fair compensation for the supply. This review aims to maintain the initial economic-financial balance of the contract, in cases where unforeseeable events occur, or foreseeable events with incalculable consequences, that delay or prevent the execution of the agreement, or in the event of force majeure, fortuitous events, or acts of government ("factum principis"), characterizing an extraordinary and non-contractual economic risk.

7. OBLIGATIONS OF THE CONTRACTING PARTY

7.1. To provide the CONTRACTED PARTY with all elements and data necessary for the proper execution of the contract's object;

7.2. To require compliance with all obligations assumed by the CONTRACTED PARTY, in accordance with the contract and its annexes;

7.3. To receive the object within the deadlines and under the conditions established in the Terms of Reference;

7.4. To notify the CONTRACTED PARTY in writing of any defects, faults, or inaccuracies identified in the supplied object, so that it may be replaced, repaired, or corrected, in whole or in part, at the CONTRACTED PARTY's expense;

7.5. To monitor and supervise the execution of the contract and the fulfillment of the CONTRACTED PARTY's obligations;

7.6. To pay the CONTRACTED PARTY the corresponding amount for the supply of the object, within the term, form, and conditions established.

7.7. To apply to the CONTRACTED PARTY the sanctions provided for in the event of contractual breach;

7.8. To issue explicit decisions on all requests and complaints related to the execution of the object, except for those that are clearly irrelevant, merely delaying, or of no interest to the proper execution of the agreement.

7.9. To respond to any requests for reestablishment of the economic-financial balance submitted by the CONTRACTED PARTY within a maximum period of 30 days.

8. OBLIGATIONS OF THE CONTRACTED PARTY





- 8.1. To supply and deliver the goods in the manner, within the timeframe, and with the quality stipulated in the Terms of Reference and its annexes;
- 8.2. To repair, correct, remove, or replace, at its own expense, in whole or in part, within the period established by the contract inspector, any products found to have defects, faults, or inaccuracies;
- 8.3. To provide all clarifications or information requested by the CONTRACTING PARTY or contract inspectors, ensuring them access at any time to the manufacturing site of the goods, as well as to all documents related to the execution of the contract;
- 8.4. To maintain, throughout the term of the contract, all qualification and eligibility conditions compatible with the obligations undertaken;
- 8.5. To bear the burden resulting from any errors in estimating the quantities specified in its proposal.
- 8.6. To be responsible for all labor, social, welfare, tax, and commercial obligations, and any others established in the relevant legislation, with no liability transferred to MT PAR in the event of default;
- 8.7. No labor or social security charges, including those related to work accidents, taxes or civil liabilities of any nature, shall be attributed to or communicated to the CONTRACTING PARTY.
- 8.8. To maintain, for the entire duration of the contract, all eligibility and qualification conditions required during the bidding process, and to prove them upon request by MT PAR.
- 8.9. To comply with all regular instructions issued by the inspector and provide any clarifications or information they may request;
- 8.10. To repair, correct, remove, rebuild, or replace, at its own expense, in whole or in part and within the deadline set by the contract inspector, any goods that show defects, faults, or inaccuracies resulting from the execution or materials used;
- 8.11. To be liable for any defects and damages resulting from the execution of the object, as well as for any damages caused to the Administration or to third parties. This liability is not diminished by inspection or monitoring of the contract execution by the CONTRACTING PARTY, which is authorized to deduct from payments or guarantees, if required, the amount corresponding to the damages incurred;
- 8.12. To maintain confidentiality of all information obtained in the course of fulfilling the contract;
- 8.13. In the case of foreign companies without authorization to operate in Brazil, to appoint a legal representative in Brazil with express powers to receive legal notices and to act on behalf of the bidder in administrative and judicial matters related to this bidding process and the resulting contracts.



9. RECEIPT AND PAYMENT CRITERIA

Receipt

- 9.1. A The CONTRACTED PARTY may only begin the packaging process for transport, as well as preparation for shipment, upon express authorization from the inspection committee;
- 9.2. Should the inspector or committee identify manufacturing defects and/or failure by the CONTRACTED PARTY to comply with any contractual clause, it will be up to them to assess the severity of the irregularities and determine an additional deadline for correction of the faults, subject to penalties in the event of noncompliance;
- 9.3. The CONTRACTING PARTY shall carry out the receipt of the product, through the inspector or inspection committee, in accordance with the terms of the contract and following the verification schedule to be presented by the CONTRACTED PARTY;
- 9.4. Payment will be made only after the invoice (or equivalent document) is approved by the inspection committee;
- 9.5. Provisional or final acceptance of the object does not exempt the CONTRACTED PARTY from liability for damages resulting from improper execution of the contract or, at any time, for the warranties granted and responsibilities assumed under the contract and applicable legal provisions;

Settlement and Payment

- 9.6. In case of errors in the invoice, commercial invoice, or equivalent document, or circumstances that prevent the settlement of the expense, the process shall be suspended until the CONTRACTED PARTY remedies the issue. The deadline shall restart once the issue is corrected, with no additional burden to the CONTRACTING PARTY;
- 9.7. In the case of a Brazilian CONTRACTED PARTY or one authorized to operate in Brazil, the invoice must be accompanied by proof of tax compliance, as follows:
- 9.7.1. Proof of compliance with the State Treasury, issued by the State Finance Department of the CONTRACTED PARTY's registered office or domicile;
 - 9.7.2. Proof of compliance with the State's Active Debt, issued by the State Attorney General's Office (PGE) of the CONTRACTED PARTY's registered office or domicile;
 - 9.7.3. In the case of companies headquartered outside the State of Mato Grosso, a Joint Certificate of Tax and Non-Tax Liabilities with SEFAZ and PGE of the State of Mato Grosso must also be submitted;
 - 9.7.4. Joint Certificate of Federal Taxes, Federal Debt, and Social Security;
 - 9.7.5. FGTS Clearance Certificate (CRF);





9.8. If the CONTRACTED PARTY is found to be noncompliant, it shall be notified in writing to rectify the situation within five (5) business days, or to present a defense within the same period. The deadline may be extended once, for an equal period, at the CONTRACTING PARTY's discretion;

9.9. If compliance is not achieved or the defense is rejected, the CONTRACTING PARTY must notify the appropriate departments responsible for monitoring tax compliance, so that the relevant procedures may be initiated;

Payment Term

9.10. Payment shall be made within a maximum of ten (10) business days, counted from the date of approval of the invoice, commercial invoice, or equivalent document by the inspector(s) or inspection committee;

9.11. In the case of delayed payment by the CONTRACTING PARTY, the amounts due to the CONTRACTED PARTY shall be adjusted for inflation, from the final payment due date until the actual payment date, based on the IPCA index.

Form of Payment

9.12. Payment shall be made via bank transfer to an account designated by the CONTRACTED PARTY, or by letter of credit, in accordance with the UCP 600 (Uniform Customs and Practice for Documentary Credits), issued by the International Chamber of Commerce (ICC);

9.12.1. If the proposal was submitted in USD, the payment amount in BRL shall be calculated based on the USD exchange rate published by the Central Bank of Brazil, available at: <https://www.bcb.gov.br/conversao>, on the business day immediately preceding the date of actual payment;

9.12.2. In the case of a letter of credit, it shall be issued by Banco do Brasil S/A, in favor of the CONTRACTED PARTY and guaranteed by a first-tier bank indicated by the bidder, in accordance with applicable law. Its validity must cover the object's delivery period, and it shall be released for payment upon notification to the issuer, after presentation of the commercial invoice or equivalent along with the Definitive Receipt Term for the goods;

9.12.3. If the letter of credit needs amendment (e.g., extension or change of conditions), all costs incurred shall be borne by the party responsible for the amendment;

9.13. Upon payment, the tax withholding required by law will be applied.

9.14. CONTRACTED PARTIES that are officially registered under the Simples Nacional regime, as per Complementary Law No. 123/2006, shall not be subject to tax withholding for the taxes and contributions covered by that regime. However, payment is conditional upon presentation of official documentation proving entitlement to the favorable tax treatment established by the law.





10. ADMINISTRATIVE SANCTIONS

10.1. The following actions, among others, shall be subject to sanctions:

- 10.1.1. Failing to attend, without justification, the call for signing the contract or equivalent instrument;
- 10.1.2. Submitting false documents in any administrative process initiated by MT Par;
- 10.1.3. Undermining or defrauding the bidding process and resulting contract through collusion, arrangement, or any other expedient;
- 10.1.4. Coercing or attempting to coerce a competitor by means of violence, grave threat, fraud, or offering any kind of advantage;
- 10.1.5. Acting in bad faith during the bidding process or contractual relationship, as proven in a specific proceeding;
- 10.1.6. Incurring in contractual non-performance;
- 10.1.7. Obstructing, disturbing, or defrauding any act of the bidding procedure;
- 10.1.8. Breaching the confidentiality of a proposal submitted during a bidding procedure, or enabling a third party to do so;
- 10.1.9. Removing or attempting to remove a bidder by violence, threat, fraud, or offering any form of benefit;
- 10.1.10. Defrauding, to the detriment of MT Par, a bidding procedure conducted for the acquisition or sale of goods or services, including the resulting contracts:
 - 10.1.10.1. Arbitrarily increasing prices;
 - 10.1.10.2. Selling as genuine or perfect merchandise that is counterfeit or deteriorated;
 - 10.1.10.3. Delivering one item in place of another;
 - 10.1.10.4. Altering the substance, quality, or quantity of the delivered item;
 - 10.1.10.5. Making the proposal or contract execution unjustly more onerous by any means;
 - 10.1.10.6. Fraudulently or irregularly creating a legal entity to participate in a public bidding or enter into an administrative contract;
 - 10.1.10.7. Fraudulently obtaining undue advantages or benefits from amendments or extensions to contracts with MT Par, without proper legal authorization or provision in the bidding documents or contract instruments;
 - 10.1.10.8. Manipulating or fraudulently altering the economic-financial balance of contracts with MT Par;
 - 10.1.10.9. Hindering investigations or inspections by public agencies, entities, or officials, or interfering with their actions, including in regulatory agencies and oversight bodies.

10.2. The confirmation of any of the above offenses shall result in administrative and judicial liability of the bidder



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or contracted party. In the case of a legal entity, it shall also result in the individual liability of its executives and managers, as perpetrators, co-perpetrators, or accomplices, pursuant to Law No. 12.846/2013, and a Liability Investigation Process shall be initiated in accordance with State Decree No. 522, dated April 15, 2016.

10.3. Unilateral termination by the contracted party, without cause from MT Par, shall entail the following consequences, in addition to sanctions provided for in the MT Par's Internal Procurement Regulations and applicable laws:

10.3.1. Execution of the contractual guarantee, if required, to pay any fines and compensate for potential damages suffered by MT Par, including those related to advance payments;

10.3.2. In the event of insufficient contractual guarantee, the retention of amounts due under the contract up to the amount of damages caused to MT Par.

10.4. Any individual or legal entity that commits acts in violation of the MT Par's Internal Procurement and Contracts Regulation shall be subject to sanctions, without prejudice to civil and criminal liability.

10.5. In the cases of unjustified delay, partial nonperformance, breach of contractual obligations, contract execution failures, total nonperformance of the object, or commission of any of the infractions listed, and upon guarantee of prior defense, the CONTRACTED PARTY may be subject to the following administrative penalties:

10.5.1. Warning:

10.5.1.1.A written warning is applicable when the act, though unlawful, does not cause significant harm to MT Par, its facilities, personnel, reputation, the environment, or third parties.

10.5.1.2.Repeated warnings may lead to the application of a fine or suspension.

10.5.2. Delay Penalty (Moratory Fine):

10.5.2.1.For unjustified delays, to be calculated using the following formula:

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

Where:

M= penalty amount;

V= amount corresponding to the contract or to the delayed installment/portion;

N= number of calendar days of delay;

F= Progressive percentage factor, according to the table below:

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



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10.5.3. Compensatory Fine:

10.5.3.1. A compensatory fine of 25% shall be applied on the total contract value in the event of total non-performance of the contract, which is configured when the Contractor fails to execute the contracted object, thereby completely breaching the contractual obligations;

10.5.3.2. In the case of partial non-performance, the same percentage shall apply proportionally to the unfulfilled obligation;

10.5.4. Suspension of the right to participate in bidding processes and prohibition from contracting with MT Par for up to 2 (two) years;

10.5.5. Administrative sanctions shall be applied only after the initiation of a formal administrative procedure, during which the rights to adversarial proceedings and full defense are guaranteed.

11. FORM, CONDITIONS FOR PREPARING THE PROPOSAL, AND SUPPLIER SELECTION CRITERIA

Selection Method and Proposal Evaluation Criteria

11.1. The supplier shall be selected through a PUBLIC ELECTRONIC BIDDING process, applying the LOWEST PRICE judgment criterion, in an OPEN dispute mode;

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

Conditions to Be Observed When Preparing the Proposal

11.3. To prepare their proposals, bidders must read all bidding documents in full and take into consideration the annexes.

11.4. Bidders may quote in foreign currency (U.S. dollars), in accordance with MT Par's Bidding and Contracting Regulations.

11.5. On General Costs and Tax Aspects:

11.5.1. For national bidders or foreign bidders authorized to operate in Brazil:

11.5.2. Proposed prices must include all costs related to packaging, taxes (federal, state, and municipal), labor, social security, commercial obligations, and any other costs required for the proper execution of the bidding object, except transportation to MT Par's premises, which will be covered by the Contracting Entity;

11.5.2.1. The bidder must foresee and include in its proposal any necessary adjustments regarding IPI, ICMS, ISS, PIS, COFINS, SIMPLES, and CPRB taxes, including any complementary ICMS value due to interstate sales;

11.5.3. For foreign bidders not authorized to operate in Brazil:





11.5.4. The proposed prices must include all expenses with packaging, taxes in the country of origin, labor, social security, commercial obligations, and any other necessary costs, EXCEPT taxes and fees for nationalization, which are the responsibility of MT Par under applicable laws.

11.6. On Delivery Costs and Specific Conditions for Proposal Preparation:

11.6.1. Brazilian bidders must include in their proposal the delivery cost to Parque Novo Mato Grosso, located in Cuiabá-MT.

Participation Conditions and Qualification Requirements

11.7. Interested national or international companies operating in the relevant business sector and that can prove their qualification as per the bidding notice may participate;

11.8. Participation by cooperatives or consortiums is prohibited;

11.9. Bidders disqualified under Law No. 13.303/2016 or MT Par's Bidding and Contracting Regulations will not be allowed to participate;

11.10. The bidding is open to broad competition, but favorable treatment shall be given to micro-enterprises (ME), small businesses (EPP), and individual microentrepreneurs (MEI), as per Supplementary Law No. 123/2006;

Legal, Fiscal, Social, and Labor Qualification

11.11. Legal qualification and proof of tax, social, and labor compliance must be demonstrated through appropriate documentation, as detailed in the bidding notice;

Conditions for Participation of Foreign Companies Not Authorized to Operate in Brazil

11.12. For international bidders, the EXW (Ex Works) Incoterm shall apply, requiring delivery of the LED panels at the manufacturer's premises. EXW is one of the most commonly used Incoterms in international trade, suitable for all transportation modes and assigning shipping responsibility to the buyer;

11.13. International bidders must ship goods with the Commercial Invoice (or equivalent), Packing List, and Certificate of Origin (if applicable);

11.13.1. For imported goods, the commercial invoice must include mandatory information under Federal Decree No. 6.759/2009.

11.13.2. In the case of foreign contractors without authorization to operate in Brazil, if they cannot submit the above-required documents due to local legislation or lack of equivalent standards, they must submit a declaration justifying the non-compliance;

11.14. If the committee identifies major faults that cannot be resolved during the inspection period, the CONTRACTED party shall cover all expenses for a new inspection visit (e.g., flights, lodging, local transportation, meals);

11.15. A foreign company not operating in Brazil must appoint a legal representative in the country with express powers to receive legal notices and respond to administrative or judicial proceedings;



11.16. Foreign companies not authorized to operate in Brazil may initially submit equivalent qualification documents with a simple (non-sworn) translation;

11.17. For contract signing purposes, the above documents must be submitted with a sworn translation in Brazil and apostilled under Federal Decree No. 8.660/2016, or consularized by the relevant embassy or consulate;

Technical Qualification

11.18. Bidders must demonstrate capacity to execute projects of technological and operational complexity equivalent to or greater than the object of this contract, by presenting certificates or attestations proving supply of at least 50% of the estimated quantity for the most relevant items listed below, issued by public or private legal entities:

ITEM	MINIMUM QUANTITY TO BE PROVEN
SINGLE LOT	
Fixed outdoor LED panel with pixel pitch equal to or less than 4mm, 3-in-1 SMD-type LEDs, brightness equal to or greater than 5000 nits, and pixel density equal to or greater than 62,500 pixels per square meter; panel dimensions of 500x500mm, 1000x500mm, or 960x960mm; front or rear maintenance; IP65 ingress protection rating on both front and rear, suitable for outdoor environments; aluminum cabinet; 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 90 degrees; contrast ratio equal to or greater than 4000:1; 14-bit processing depth and frame refresh rate equal to or greater than 3840 Hz; maximum power consumption equal to or less than 850 watts per square meter and typical power consumption equal to or less than 350 watts per square meter; input voltage between 200 and 240 Vac, with input frequency of 60 Hz; lifespan equal to or greater than 100,000 hours, and a minimum warranty of 3 years	424.4 square meters of fixed outdoor LED panel: with pixel pitch equal to or less than 4 mm.

11.19. For the purposes of quantity

verification, it will not be allowed to submit multiple certificates which, when added together, reach the minimum required quantity for each item. The bidder must submit a single certificate that proves the supply of the minimum required quantity for each item under a single contract or delivery;



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- 11.19.1. The product catalog mentioned in the aforementioned document must be submitted, mandatorily;
- 11.19.2. In the case of catalogs in a foreign language, they must be accompanied by a properly translated version in Portuguese;
- 11.19.3. The bidder who holds a certificate or statement in a foreign language must submit it accompanied by a properly translated version in Portuguese, and sworn translation and consularization by the Brazilian consulate at its headquarters may be required if the document is illegible and/or its interpretation is ambiguous.
- 11.19.4. The bidder must provide all necessary information to prove the legitimacy of the certificates, presenting, when requested, a copy of the contract that supported the supply, current address of the contracting party, and the location where the object was executed, among other documents, whenever requested by the procurement agent.

Price Acceptability Criteria and Proposal Evaluation

- 11.20. In the proposal evaluation, the winning bidder will be the one who offers the lowest total price, provided the specifications of the object and the provisions of the notice and its annexes are met;
- 11.21. The bidder in the best position must submit to MT Par, by electronic means, a Detailed Price Spreadsheet, according to the model attached to the notice, for the purposes of feasibility and effectiveness evaluation of the proposal;
 - 11.21.1. The bidder wishing to sign the contract in U.S. dollars must present the adjusted proposal by converting it into Brazilian Reais using the exchange rate published by the Central Bank of Brazil, available at: <https://www.bcb.gov.br/conversao>, on the business day prior to the bid date;
- 11.22. The effectiveness of the proposal will be verified, and the proposal will be disqualified if:
 - 11.22.1. it contains irreparable flaws;
 - 11.22.2. it fails to comply with the technical specifications in the bidding document;
 - 11.22.3. it presents manifestly unfeasible prices;
 - 11.22.4. it exceeds the budget estimated for the procurement;
 - 11.22.5. its feasibility is not demonstrated, when required by the state-owned enterprise or mixed capital company;
 - 11.22.6. it fails to comply with other requirements of the bidding document, unless it is possible to align with its terms before awarding the contract and without compromising equal treatment among bidders.





11.23. When the best-ranked bidder is a foreign company without authorization to operate in Brazil, the costs of customs clearance and logistics to Parque Novo Mato Grosso, as estimated by MT Par, will be added to ensure a fair comparison between the proposals of foreign and national bidders.

12. ESTIMATED VALUE OF THE CONTRACT

12.1. The estimated cost of the contract was calculated in accordance with §1 of Article 38 of the Internal Procurement and Contracting Regulations of MT Par. It is confidential in nature and will not be made public before the conclusion of the proposal evaluation. The price survey that supported the reference budget is attached to the records of the procurement process.

12.2. The market survey was conducted through consultation with both domestic and international markets, and for foreign prices, conversion to Brazilian Reais (R\$) was made based on the exchange rate of the day and included the costs of customs clearance and logistics to Parque Novo Mato Grosso.

13. BUDGETARY APPROPRIATION

13.1. The expenses arising from this contract are allocated under MT Par's own budget appropriation, as provided for in the company's budget, under the classification below. The commitment note will be issued upon execution of the contract:

- 13.1.1. Budgetary Unit: 04501
- 13.1.2. Source: 1.501.9137
- 13.1.3. PAOE: 1779
- 13.1.4. Expense Element: 4.4.90.52.000

14. GENERAL CONDITIONS

14.1. The following documents are annexed to this instrument:

- 14.1.1. ANNEX A – Technical Specifications Booklet;
- 14.1.2. ANNEX B – Declarations and Technical Justifications.

14.2. The public notice provides further details on the rules to be applied in the bidding procedure;

14.3. The contract provides further details on the rules to be applied regarding the execution of the contracted object.

15. PREPARED BY:

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Project Manager II

FERNANDO PEREIRA DE MELO



MTPARCAP202505713



Project Analyst I

YAN NICOLAS RAMOS OLIVEIRA

Project Analyst I

IN ACCORDANCE:

LEONE STEFANY GALVÃO

Head of Strategic Projects Unit

Interim Administrative Director

ANDRÉ RENATO PIRANA

Interim Project Director

16. AUTHORIZATION FOR THE PROCEEDING OF THE ACQUISITION:

Considering the assumption of responsibility for all the information provided, I AUTHORIZE the procurement process through Bidding, provided that the legal formalities for the procedural instruction to achieve the objective are observed. In this regard, I emphasize that the documents for the instruction must be attached to the records, as required by the current and applicable legislation.

WENER SANTOS

Expense Manager

President Director

MT PAR



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TECHNICAL DECLARATIONS AND JUSTIFICATIONS

Justification for the Partition or Non-Partition of the Solution and Justification for the Reservation or Non-Reservation of Quotas for ME/EPP/MEI

When evaluating whether a solution is divisible or not, and whether an exclusive quota should be reserved for companies classified as ME/EPP/MEI, the issue should be analyzed from the following perspectives, in accordance with the understanding of the regulatory bodies:

1. Is it technically feasible to divide the solution?
2. Is it economically viable to divide the solution?
3. Is there any loss of scale when dividing the solution?
4. Is there a better utilization of the market and an increase in competitiveness by dividing the solution?

Contracting in items does not seem appropriate for the object of this Terms of Reference, as divisibility could affect the integrity of the products under this contract, potentially causing harm to the CONTRACTING PARTY.

The lot will be awarded to a single bidder, with no reservation of quotas for ME/EPP/MEI. The need for standardization of goods is crucial to ensure uniformity and compatibility between the items purchased. Dividing the lots could result in different technical specifications or models, making integration between the equipment and future maintenance more difficult.

Therefore, despite the theoretical possibility of division, the strategy of maintaining the unity of the tender guarantees the benefits mentioned above, proving to be a convenient and advantageous choice. The decision not to divide the solution goes beyond mere non-adherence to the general rule; it is a decision based on the pursuit of optimizing efficiency, feasibility, economic attractiveness, and, above all, effectiveness, with the achievement of MT PAR's strategic objectives and the best service of the public interest.

Justification for the Quantity

The quantity of panels was determined by considering both the architectural designs of the equipment (such as the screens for the Praça da Orla, the Ticket Offices, and the Space Show) and the master plan of the park to define the locations along the internal roads.

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

Justification for Conducting an International Tender

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





Additionally, allowing international companies to participate enables the evaluation of a wider variety of products, reducing reliance on local suppliers.

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

Justification for the Non-Participation of Cooperatives

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

Justification for the Non-Participation of Consortia

The combination of companies with the same technical capacity tends to reduce the competitiveness among potential participants in the tender. Moreover, it is an object that can be perfectly executed without the need for the joint efforts of more than one company.

