



STATE OF SERGIPE

BIDDING AND CONTRACTS SECTOR OF THE MUNICIPALITY OF ESTÂNCIA
ADMINISTRATIVE PROCESS No. 2025.008.007

NOTICE – ELECTRONIC BIDDING No. 03/2025
PRICE REGISTRATION

The Municipality of Estância, State of Sergipe, registered with the CNPJ under No. 13.097.050 / 0001-80, headquartered at Praça Barão do Rio Branco, No. 76, Bairro Centro, Zip Code: 49.200-000, through the **MUNICIPAL SECRETARY OF EDUCATION**, registered with the CNPJ under No. 13.097.050 / 0011-52, headquartered at Praça Jackson de Figueiredo, S / N, Bairro Porto D'areia, municipality of Estância / SE, Zip Code: 49.200-000, makes public that it will hold a bidding process in the form of **AUCTION**, in **ELECTRONIC form**, with the **LOWEST RATE** judgment criterion, under the terms of **Law No. 14.133 / 2021** and other applicable legislation and, also, in accordance with the conditions established in this notice.

- **MANAGING BODY: Municipal Department of Education;**
- **PARTICIPATING BODIES: General Administration** (Municipal Secretariat of Administration, Municipal Secretariat of Environment and Sustainability, Municipal Secretariat of Urban Services, Municipal Secretariat of Social Defense and Citizenship, Municipal Secretariat of Agriculture, Fisheries and Aquaculture); **Municipal Social Assistance Fund – FMAS; Municipal Health Fund – FMS; Autonomous Water and Sewage Service – SAAE; Municipal Superintendence of Transportation and Traffic – SMTT.**
- **DATE OF THE PRICE DISPUTE SESSION: 04/23/2025 at 09:00 (nine o'clock)**
- **SESSION LOCATION: www.licitanet.com.br**
- **DISPUTE MODE: OPEN**
- **DISPUTE TIME:** the bid submission stage in the public session will last **10 (ten) minutes** and, after that, will be automatically extended by the system when there is a bid offered in the last 02 (two) minutes of the public session duration period.

1. ABOUT THE OBJECT

1.1. The purpose of this bidding is to **Register Prices for the contracting of a company specialized in providing preventive and corrective maintenance services for light, medium and heavy vehicles, with general services of mechanical, electrical, bodywork, suspension, grinding and replacement of parts, tires and accessories in general, through a network of accredited establishments with the implementation and operation of an integrated system, made available via the web, with the use of a security password for demand management**, intended to meet the needs of the **Municipal Department of Education and other participating agencies/ departments**, according to the estimates, conditions, quantities and requirements established in this Notice and its annexes.

1.2. Bidding will be conducted on a single item.

2. PARTICIPATION IN THE BIDDING

PROCESS 2.1. Interested parties operating in the field relevant to the object of this bidding process, who meet all requirements, including documentation, set forth in this Notice and its annexes and who are duly accredited on the website www.licitanet.com.br may participate in this bidding process. ;



2.2. The bidder is exclusively and formally responsible for the transactions carried out in his/her name, and assumes that his/her proposals and bids are firm and true, including acts carried out directly or by his/her representative, excluding the liability of the system provider or the body or entity promoting the bidding for any damages resulting from improper use of access credentials, even by third parties.

2.3. It is the responsibility of the registered person to check the accuracy of their registration data in the Systems related in the previous item and to keep them updated with the bodies responsible for the information, and must immediately correct or change the records as soon as they identify an inaccuracy or they become inaccurate. outdated.

2.4. Failure to comply with the provisions of the previous item may result in disqualification at the time of qualification.

2.5. THIS BIDDING ITEM IS INTENDED FOR ALL TYPES OF COMPANIES.

2.5.1. Favorable treatment will be granted to micro and small businesses and to individual microentrepreneurs – MEI, within the limits set forth in [Complementary Law No. 123 of 2006](#).

2.6. The following may not participate in this tender:

a) those who do not meet the conditions of this Notice and its annex(s);

b) author of the preliminary project, basic project or executive project, natural or legal person, when the bidding process concerns services or the supply of goods related thereto;

c) company, individually or in a consortium, responsible for preparing the basic project or the executive project, or company of which the author of the project is a director, manager, controller, shareholder or holder of more than 5% (five percent) of the capital with voting rights, technical manager or subcontractor, when the bidding process concerns services or the supply of goods necessary for it;

d) a natural or legal person who, at the time of the bidding, is unable to participate in the bidding due to a sanction imposed on him/her;

e) anyone who maintains a technical, commercial, economic, financial, labor or civil relationship with a director of the contracting body or entity or with a public agent who performs a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a direct line, collateral line or by affinity, up to the third degree;

f) controlling, controlled or affiliated companies, under Law No. 6,404 of December 15, 1976, competing with each other;

g) a natural or legal person who, in the 5 (five) years prior to the publication of the notice, has been convicted in court, with a final judgment, for exploitation of child labor, for subjecting workers to conditions analogous to slavery or for hiring adolescents in cases prohibited by labor legislation;

h) public agent of the bidding body or entity;

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i) legal entities gathered in a consortium, since the purpose of the public consortium is the union of legal entities with a view to satisfying the collective interest, which does not apply in the present case as it is a common service and free market competition, with the objective of profit by the individual;

j) Civil Society Organizations of Public Interest - OSCIP, acting in this capacity;

k) A public agent of the contracting body or entity may not participate, directly or indirectly, in the bidding process or in the execution of the contract, and situations that may constitute a conflict of interest in the exercise or after the exercise of the position or employment must be observed, in accordance with the legislation that governs the matter, in accordance with § 1 of art. 9 of Law No. 14,133 of 2021.

2.7. The impediment referred to in item “2.6 – d” will also be applied to the bidder who acts as a substitute for another person, whether natural or legal, with the intention of circumventing the effectiveness of the sanction applied to it, including its controlling, controlled or affiliated company, provided that the illicit act or fraudulent use of the legal personality of the bidder is duly proven.

2.8. At the discretion of the Administration and exclusively at its service, the author of the projects and the company referred to in items “2.6 – b” and “2.6 – c” may participate in supporting the contracting planning, bidding execution or contract management activities, provided that they are under the exclusive supervision of public agents of the body or entity.

2.9. Companies belonging to the same economic group are considered to be the same as the authors of the project.

2.10. The provisions of items “2.6 – b” and “2.6 – c” do not prevent the bidding or contracting of services that include as a responsibility of the contractor the preparation of the basic project and the executive project, in integrated contracts, and the executive project, in other execution regimes.

2.11. In bids and contracts carried out within the scope of projects and programs partially financed by an official foreign cooperation agency or by an international financial organization with resources from national financing or counterpart, individuals or legal entities that are on the list of persons sanctioned by these entities or that are declared unfit under the terms of Law No. 14,133/2021 may not participate.

2.12. The prohibition referred to in item “2.6 – h” extends to third parties who assist in conducting the contracting as members of a support team, specialized professional or employee or representative of a company that provides services, technical advice.

3. SUBMISSION OF THE PROPOSAL AND QUALIFICATION DOCUMENTS: 3.1. The

submission of the proposal and qualification documents required in this Notice will take place on the LICITANET platform by means of access key and password.

3.1.1. In this bidding process, the qualification phase will follow the proposal and bid submission and judgment phases;

3.2. ABOUT THE PROPOSAL:

3.2.1. Bidders shall submit, exclusively through the electronic system, the proposal with the price, in accordance with the judgment criteria adopted in this Notice, by the date and time established for the opening of the public session, observing the provisions contained in **Item 4** of this Notice;

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3.2.2. When registering the initial proposal, the bidder shall declare, in the appropriate field of the system, that:

a) is aware of and agrees with the conditions contained in the notice and its annexes, as well as that the presented proposal includes all operational costs, social security, tax, commercial and any other charges that directly or indirectly affect the supply of goods or services, as well as compliance with labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and terms of conduct adjustment in force on the date of its final delivery;

b) the proposal submitted to participate in the Electronic Auction/SRP was **prepared independently**, and the content of the proposal was not, in whole or in part, directly or indirectly, informed, discussed or received from any other potential or actual participant in the Auction, by any means or by any person.

c) does not employ anyone under the age of 18 in night work, dangerous or unhealthy work and does not employ anyone under the age of 16, except for anyone over the age of 14 as an apprentice, in accordance with [article 7, XXXIII, of the Constitution](#);

d) does not have employees performing degrading or forced labor, in compliance with the provisions of [items III and IV of art. 1 and item III of art. 5 of the Federal Constitution](#);

e) complies with the requirements for reserving positions for people with disabilities, for those rehabilitated by Social Security and for apprentices, as provided for by law and other specific regulations;

f) there are no facts that prevent you from qualifying for the competition, aware of the obligation to declare subsequent occurrences;

g) meets the qualification requirements and that the statements provided are truthful, in accordance with art. 63, item I, of Law 14,133/2021;

h) meets the requirements established in [article 3 of Complementary Law No. 123 of 2006](#), being able to enjoy the favored treatment established in its [arts. 42 to 49](#), in compliance with the provisions of [§§ 1º to 3º of art. 4th, of Law No. 14,133, of 2021](#) when the company is classified as a Microenterprise or Small Business;

3.2.2.1. The following legal entities may not benefit from the differentiated legal treatment established in articles 42 to 49 of Complementary Law No. 123 of 2006:

a) whose capital is held by another legal entity;

b) that it is a subsidiary, branch, agency or representation, in the Country, of a legal entity with headquarters abroad;

c) whose capital is held by an individual who is registered as a businessman or is a partner in another company that receives differentiated legal treatment under the terms of Complementary Law No. 123 of 2006, provided that the overall gross revenue exceeds the limit set out in item II of art. 3rd of the aforementioned law;

d) whose owner or partner holds more than 10% (ten percent) of the capital of another company not benefited by Complementary Law No. 123 of 2006, provided that the overall gross revenue exceeds the limit set out in item II of art. 3rd of the aforementioned law;

e) whose partner or owner is an administrator or equivalent of another legal entity with profit-making purposes, provided that the overall gross revenue exceeds the limit referred to in item II of art. 3rd of the aforementioned law;

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- f) constituted in the form of cooperatives, except consumer cooperatives;
- g) that participates in the capital of another legal entity;
- h) that carries out activities as a commercial bank, investment and development bank, savings bank, credit, financing and investment company or real estate credit company, brokerage or distributor of securities, securities and foreign exchange, leasing company, private insurance and capitalization company or supplementary pension company;
- i) resulting from or remaining from a spin-off or any other form of dismemberment of a legal entity that occurred in one of the previous 5 (five) calendar years;
- j) constituted in the form of a joint stock company.
- k) whose owners or partners maintain, cumulatively, with the service contractor, a relationship of personal nature, subordination and habitualness.

3.2.3. Any false statement regarding compliance with the qualification and proposal requirements will subject the bidder to the sanctions provided for in the notice and current legislation;

3.2.4. Until the opening of the public session, bidders may withdraw or replace the proposal entered into the system;

3.2.5. At this stage of the competition, no classification order will be established among the submitted proposals, which will only occur after the negotiation and proposal evaluation procedures have been carried out.

3.2.6. The documents that make up the proposal of bidders called to submit proposals will be made available for public access after the bid submission phase.

3.2.7. As long as the functionality is available in the system, the bidder may parameterize his/her lowest rate when registering the proposal and must comply with the following rules:

3.2.7.1. The application of the minimum range of percentage differences between bids, which will apply both to intermediate bids and to the bid that covers the best offer; and

3.2.7.2. Bids will be sent automatically by the system, respecting the lowest established rate and the interval that deals with the subitem above.

3.2.8. The lowest final rate parameterized in the system may be changed by the supplier during the dispute phase, being prohibited:

3.2.8.1. Rate higher than the bid already registered by the supplier in the system, when the lowest rate judgment criterion is adopted;

3.2.9. The minimum final rate parameterized in the form of item 3.2.7 will be confidential for the other suppliers and for the body or entity promoting the bidding, and may be made strictly and permanently available to the bodies of external and internal control.

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3.2.10. It will be up to the bidder interested in participating in the bidding to monitor the operations in the electronic system during the bidding process and be responsible for the burden resulting from the loss of business due to failure to observe messages issued by the Administration or its disconnection.

3.2.11. The bidder must immediately notify the system provider of any event that may compromise confidentiality or security, for immediate blocking of access.

3.3. QUALIFICATION:

3.3.1. The qualification documents required in the notice will be submitted only by the winning bidder, in accordance with art. 63, item II of Law No. 14,133/2021, observing the provisions contained in **Item 7** of this Notice.

3.3.2. The winning bidder must submit the qualification documents to the system within a maximum period of 2 (TWO) HOURS after the auctioneer's request, under penalty of disqualification, without prejudice to the sanctions provided for in this Notice.

3.3.3. Microenterprises and Small Businesses must submit the qualification documentation, even if there are any restrictions on tax and labor regularity, in accordance with art. 43, § 1º of LC nº 123, of 2006.

3.3.4. The documents that make up the proposal and the qualification of the best-ranked bidder will only be made available for evaluation by the auctioneer and for public access after the submission of bids has been completed and the documents have been sent, respectively.

4. COMPLETING THE PROPOSAL

4.1. The bidder must submit his/her proposal by filling in the following fields in the electronic system:

a) Lowest rate.... of the item; **b)** Brand (when applicable); **c)** Manufacturer (when applicable); **d)** Description of the object, containing information similar to the specification in the Terms of Reference;

4.2. All specifications of the object contained in the proposal are binding on the bidder.

4.2.1. The bidder may not submit a proposal in a quantity lower than the maximum amount foreseen for contracting.

4.3. The proposed values will include all operational costs, social security, labor, tax, commercial and any other charges that directly or indirectly affect the execution of the object. All materials/services that may be subject to such obligations.

4.4. The rates offered, both in the initial proposal and in the bidding stage, will be the sole responsibility of the bidder, who will not have the right to request any change, under the allegation of error, omission or any other reason. pretext.

4.5. If the company's tax regime involves the collection of taxes in variable percentages, the appropriate quotation will be the one that corresponds to the average of the company's actual collections in the last twelve months.

4.6. Regardless of the tax percentage entered in the spreadsheet, the percentages established in current legislation will be withheld at source upon payment.

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4.7. Submission of proposals implies mandatory compliance with the provisions contained therein, in accordance with the Terms of Reference, with the bidder assuming the commitment to execute the object of the bid in accordance with its terms, as well as to provide the necessary materials, equipment, tools and utensils, in quantities and qualities appropriate for perfect contractual execution, promoting, when required, their replacement.

4.8. The proposal's validity period shall not be less than **60 (sixty) days**, counting from the date of its submission.

4.9. Bidders must respect the maximum prices established in the rules governing federal public procurement when participating in public tenders;

4.9.1. If the judgment criterion is the lowest rate, bidders must respect the maximum rates provided for in the Terms of Reference/Basic Project;

4.9.2. If the judgment criterion is the highest discount, the price resulting from the application of the discount offered must respect the maximum prices provided for in the Terms of Reference/Basic Project.

4.10. Failure by contractors to comply with the aforementioned rules by the Administration may result in liability by the Control Bodies and, after due legal process, generate the following consequences: signing of a deadline for the adoption of the measures necessary for exact compliance with the law, in accordance with [art. 71, item IX, of the Constitution](#); or conviction of the responsible public agents and the contracted company to pay for losses to the public treasury, if overbilling is found to have occurred in the execution of the contract.

5. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF

BIDS 5.1. The opening of this bidding process will take place automatically in a public session, through an electronic system, on the date, time and place indicated in this Notice.

5.2. Bidders may withdraw or replace the proposal or qualification documents, where applicable, previously entered into the system, until the opening of the public session.

5.3. The system will provide a specific field for exchanging messages between the Auctioneer and bidders.

5.4. Once the competitive stage has begun, bidders must submit bids exclusively through an electronic system and will be immediately informed of their receipt and the amount recorded in the registry.

5.5. The bid must be made for the **lowest price for the item**.

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

5.7. The bidder may only bid at a rate lower than the last one offered by him/her and registered by the system.

5.8. The minimum range of difference in rates between bids, which will apply to both intermediate bids and the proposal that covers the best offer, must be **0.01 (zero point zero one percent)**.

5.9. The bidder may, once only, delete his/her last bid offered, within fifteen seconds after registering in the system, in the event of an inconsistent or unfeasible bid.

5.10. The procedure will follow in accordance with the dispute mode adopted, which will be **open**.

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5.11. In the “open” bidding mode , bidders will submit public and successive bids, with extensions.

5.11.1. The bidding stage 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 two minutes of the public session duration.

5.11.2. The automatic extension of the bidding stage, as referred to in the previous subitem, will be two minutes and will occur successively whenever there are bids submitted during this extension period, including in the case of bids intermediaries.

5.11.3. If there are no new bids in the form established in the previous items, the public session will end automatically, and the system will order and publish the bids according to the final classification order.

5.11.4. Once the best proposal has been defined, if the difference in relation to the proposal classified in second place is at least 5% (five percent), the Auctioneer, assisted by the support team, may allow the open competition to be restarted, to define the other positions.

5.11.5. After the restart provided for in the item above, bidders will be called to submit intermediate bids.

5.12. After the deadlines established in the previous subitems have ended, the system will order and publish the bids in ascending order of value.

5.13. Two or more bids of the same value will not be accepted, with the bid received and registered first prevailing.

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

5.15. In the event of disconnection with the Auctioneer, during the competitive stage of the Auction, the electronic system may remain accessible to bidders to receive bids.

5.16. When the disconnection of the electronic system for the auctioneer persists for more than ten minutes, the public session will be suspended and restarted only after twenty-four hours have passed since the Auctioneer communicated the fact to the participants, on the website used for dissemination.

5.17. If the bidder does not submit any bids, he/she will compete with the value of his/her proposal.

5.18. In relation to items not exclusive to the participation of micro and small businesses, once the bidding stage is over, the size of the business entity will be automatically verified by the Federal Revenue Service, if the contract does not fall within the prohibitions of §§1º and 2º of art. 4th of Law No. 14,133, of 2021. The system will identify in a specific column the participating micro and small companies, comparing them with the values of the first placed company, if this is a larger company, as well as the other classified companies, for the purpose of applying the provisions of [arts. 44 and 45 of Complementary Law No. 123 of 2006](#), regulated by [Decree No. 8,538 of 2015](#).

5.18.1. Under these conditions, proposals from micro-enterprises and small businesses that are within the range of up to 5% (five percent) above the best proposal or best bid will be considered tied with the first.

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placed.

5.18.2. The highest ranked bidder under the terms of the previous subitem shall have the right to submit a final offer.

to break a tie, necessarily in a value lower than that of the first placed, within a period of 5 (five) minutes controlled by the system, counted after the automatic communication to this effect.

5.18.3. If the best-ranked microenterprise or small business withdraws or does not respond within the established deadline, the other microenterprise and small business bidders that are within that 5% (five percent) range will be called, in order of classification, to exercise the same right, within the established deadline.
established in the previous subitem.

5.18.4. In the event of equivalence of the values presented by micro-enterprises and small businesses that are within the ranges established in the previous sub-items, a draw will be held between them to identify the one that can first present the best offer.

5.19. There may only be a tie between equal proposals (not followed by bids), or between final bids of the closed phase of the open and closed bidding mode.

5.20. In the event of a tie between proposals or bids, the tiebreaker criterion will be that provided for in [art. 60 of Law No. 14,133 of 2021, in this order:](#)

a) final dispute, in which case tied bidders may submit a new proposal immediately after classification;

b) assessment of the bidders' prior contractual performance, for which registration records should preferably be used to certify compliance with obligations provided for in this Law;

c) development by the bidder of actions for equity between men and women in the workplace, in accordance with the regulations;

d) development by the bidder of an integrity program, in accordance with the guidelines of the control bodies.

5.20.1. If the tie persists, preference will be granted, successively, to the goods and services produced or provided by:

a) companies established in the territory of the State of Sergipe;

b) Brazilian companies;

c) companies that invest in research and technology development in the country;

d) companies that prove the practice of mitigation, in accordance with [Law No. 12,187, of December 29, 2009.](#)

5.20.2. After using the above criteria to break ties, if the tie remains, the auctioneer will draw lots among the bidders in a tied situation.

5.21. Once the bid submission stage of the public session has ended, if the proposal of the first placed bidder remains above the maximum price or below the discount defined for the contract, the auctioneer may negotiate

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more advantageous conditions, after the result of the trial has been defined.

5.21.1. Negotiations may be made with the other bidders, according to the classification order initially established, when the first placed bidder, even after negotiation, is disqualified because his/her proposal remains above the maximum price defined by the Administration.

5.21.2. The negotiation will be carried out through the system and can be monitored by other bidders.

5.21.3. The result of the negotiation will be disclosed to all bidders and attached to the bidding process records.

5.21.4. The Auctioneer will request the highest ranked bidder to, within **2 (two) hours**, send the proposal appropriate to the last bid offered after the negotiation, accompanied, if applicable, by the complementary documents, when necessary to confirm those required in this Notice and already presented.

5.21.5. The Auctioneer may extend the established deadline, based on a reasoned request made in the chat by the bidder, before the deadline ends.

5.22. After negotiating the price, the Auctioneer will begin the proposal acceptance and evaluation phase.

6. JUDGMENT PHASE

6.1. Once the negotiation stage is complete, the auctioneer will verify whether the bidder provisionally ranked first meets the conditions for participation in the event, as provided for in [art. 14 of Law No. 14,133/2021](#), related [legislation](#) and in [item 2.7 of the notice](#), especially regarding the existence of a sanction that prevents participation in the contest or future hiring, through the Consolidated Consultation of Legal Entities of the Federal Court of Auditors (<https://certidoes-apf.apps.tcu.gov.br/>);

6.2. If the participation conditions are met, the qualification procedure will begin.

6.3. If the bidder provisionally ranked first has used any treatment favored by ME/EPPs, the auctioneer will verify whether he is entitled to the benefit, in accordance with items **2.5.1** and **3.2.2 - "h"** of this document.
notice.

6.4. Once the conditions for participation and use of the favored treatment have been verified, the auctioneer will examine the proposal ranked first regarding its suitability for the object and the compatibility of the price in relation to the maximum stipulated for contracting in this Notice and its annexes, in compliance with the provisions of [articles 29 to 35 of IN SEGES No. 73, of September 30, 2022.](#)

6.5. The winning proposal will be disqualified if:

- a)** contains incurable defects;
- b)** not complying with the technical specifications contained in the Terms of Reference;
- c)** present unfeasible prices or remain above the maximum price defined for the contract;
- d)** their feasibility has not been demonstrated, when required by the Administration;
- e)** present non-compliance with any other requirements of this Notice or its annexes, provided that it is irremediable.

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6.6. In the case of goods and services in general, proposals whose values are less than 50% (fifty percent) of the value budgeted by the Administration will be considered unfeasible, regardless of the execution regime.

6.6.1. The unenforceability, in the case referred to in the **caput**, will only be considered after due diligence by the auctioneer, who check:

a) that the bidder's cost exceeds the value of the proposal; and

b) there are no opportunity costs capable of justifying the size of the offer.

6.7. If there are signs that the price proposal is unfeasible, or if additional clarifications are needed, steps may be taken to ensure that the company proves the feasibility of the proposal.

6.8. If the estimated overall cost of the object being bid has been broken down into its respective unit costs using a Cost and Price Formation Spreadsheet prepared by the Administration, the bidder ranked first will be called to present a Spreadsheet prepared by him/her, with the respective values appropriate to the final value of his/her proposal, under penalty of non-acceptance of the proposal.

6.9. Errors in filling out the spreadsheet do not constitute grounds for disqualification of the proposal. The spreadsheet may be adjusted by the supplier, within the period indicated by the system, as long as there is no increase in the price and it is proven that the price is sufficient to cover all the costs of the contract;

6.9.1. The adjustment covered by this device is limited to correcting errors or failures that do not alter the substance of the proposals;

6.9.2. An error in filling out the spreadsheet that can be corrected is considered to be the indication of payment of taxes and contributions in the form of the Simples Nacional, when this regime is not applicable.

6.10. For the purposes of analyzing the proposal regarding compliance with the object specifications, a written statement from the sector requesting the service or the area specialized in the object may be collected.

7. QUALIFICATION PHASE

7.1. For qualification purposes, the bidder must prove the following requirements:

7.2. LEGAL QUALIFICATION

7.2.1. Individual entrepreneur: registration in the Public Registry of Commercial Companies, by the Commercial Board of the respective headquarters;

7.2.2. Individual Microentrepreneur – MEI: Certificate of Individual Microentrepreneur Status – CCMEI, whose acceptance will be subject to verification of authenticity on the website <https://www.gov.br/empresas-e-negocios/pt-br/empreendedor> ;

7.2.3. Business corporation, single-member limited liability company – SLU or company identified as a limited liability individual company – EIRELI: registration of the articles of association, bylaws or articles of association in the Public Registry of Commercial Companies, by the Commercial Board of the respective headquarters, accompanied by supporting documents from its directors;

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7.2.4. Foreign business corporation: authorization to operate in Brazil, published in the Official Gazette of the Union and filed with the Commercial Board of the federative unit where the branch, agency, subsidiary or establishment is located, which will be considered as its headquarters, in accordance with [Normative Instruction DREI/ME No. 77, of March 18, 2020.](#)

7.2.5. Simple company: registration of the constitutive act in the Civil Registry of Legal Entities of the location of its headquarters, accompanied by supporting documents from its administrators;

7.2.6. Branch, subsidiary or agency of a simple or business company: registration of the articles of association of the branch, subsidiary or agency of the simple or business company, respectively, in the Civil Registry of Legal Entities or in the Public Registry of Commercial Companies where it operates, with endorsement in the Registry where the head office is headquartered.

7.2.7. The documents submitted must be accompanied by all amendments or the respective consolidation.

7.3. TAX, SOCIAL AND LABOR QUALIFICATIONS

7.3.1. Proof of registration in the National Registry of Legal Entities or the Registry of Individuals, as applicable;

7.3.2. Proof of **tax compliance with the National Treasury**, by presenting a certificate issued jointly by the Brazilian Federal Revenue Service (RFB) and the National Treasury Attorney General's Office (PGFN), referring to all federal tax credits and the Federal Government's Active Debt (DAU) administered by them, including those related to Social Security, under the terms of Joint Ordinance No. 1,751, of October 2, 2014, of the Secretary of the Federal Revenue of Brazil and Attorney General of the National Treasury.

7.3.3. Proof of regularity with the **Severance Pay Guarantee Fund (FGTS)**;

7.3.4. Proof of non-existence of unpaid debts before the **Labor Court**, through the presentation of a negative or positive certificate with negative effect, in accordance with Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943;

7.3.5. Proof of regularity with the **State and Municipal Treasury** of the supplier's domicile or headquarters, relating to the activity in which it contracts or competes;

7.3.6. If the supplier is considered exempt from State or Municipal taxes related to the contractual object, he/she must prove such condition by presenting a declaration from the respective Tax Authority of his/her domicile or headquarters, or another equivalent, in accordance with the law.

7.3.7. Suppliers classified as individual microentrepreneurs who wish to benefit from the differentiated treatment provided for in Complementary Law No. 123 of 2006 will be exempt from providing proof of registration in the state and municipal taxpayer registries.

7.4. ECONOMIC AND FINANCIAL QUALIFICATION

7.4.1. Certificate of no civil insolvency issued by the distributor of the bidder's domicile or headquarters, in the case of an individual, provided that their participation in the bidding process is admitted ([art. 5, item II, item "c", of Seges/ME Normative Instruction No. 116, of 2021](#)), or of a simple partnership;

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7.4.2. Certificate of no bankruptcy issued by the distributor of the supplier's headquarters – [Law No. 14,133 of 2021, art. 69, caput, paragraph II](#)); _____

7.4.3. Balance Sheet and Accounting Statements for the last 2 (two) fiscal years, already required and presented in accordance with the law, which prove the company's good financial situation, and their replacement by trial balances or provisional balance sheets is prohibited, and may be updated by official indexes when closed more than 3 (three) months from the date of submission of the proposal. The Balance Sheet and Accounting Statements must be signed by an Accountant Registered with the Regional Accounting Council; **or pertinent accounting documentation authenticated through SPED**, thus dispensing with any other form of authentication. In order to validate the information, it is necessary to submit the printed file of the same with proof of submission, and must also contain the balance sheet with the indexes required in item 'e', or the necessary and sufficient information for its calculation, in accordance with RFB Normative Instruction No. 1,420/2013, and CGM Recommendation No. 001/2018.

7.4.4. General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) ratios, higher than 1 (one), proven by the presentation by the bidder of the balance sheet, income statement and other accounting statements of the last 2 (two) fiscal years and obtained by applying the following formulas:

I – General Liquidity (LG) = (Current Assets + Long-Term Receivables)/(Current Liabilities + Non-Current Liabilities); **II** – General Solvency (SG) = (Total Assets)/(Current Liabilities + Non-Current Liabilities); and **III** – Current Liquidity (LC) = (Current Assets)/(Current Liabilities).

7.4.5. If the bidding company presents a result lower than or equal to 1 (one) in any of the General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) indexes, a minimum capital of 10% of the total estimated value of the contract will be required for qualification purposes.

7.4.6. Companies created in the fiscal year of the bidding process must meet all qualification requirements and may replace the accounting statements with the opening balance sheet. (Law No. 14,133 of 2021, art. 65, §1).

7.4.7. The balance sheet, income statement and other accounting statements will be limited to the last fiscal year if the legal entity was established less than 2 (two) years ago. (Law No. 14,133, of 2021, art. 69, §6).

7.4.8. Compliance with the economic indexes provided for in this item must be certified by means of a declaration signed by a qualified accounting professional, presented by the supplier.

7.5. TECHNICAL QUALIFICATION

7.5.1. Proof of aptitude for the provision of similar services of equivalent or greater technological and operational complexity with the object of this contract, or with the relevant item, through the presentation of certificates or attestations, by legal entities under public or private law, or regularly issued by the competent professional council, where applicable.

7.5.2. The supplier shall provide all information necessary to prove the legitimacy of the certificates, presenting, when requested by the Administration, a copy of the contract that supported the hiring, the current address of the contractor and the place where the contracted object was executed, among other documents.

7.6. General provisions on qualification

Notice – Electronic Auction No. 03/2025 – SRP – Register Prices for contracting a company specialized in providing preventive and corrective maintenance services for light, medium and heavy vehicles, through a network of accredited establishments with implementation and operation of an integrated system, made available via the web, with the use of a security password for demand management – Municipal Department of Education – Bidding and Contracts Sector – Praça Barão do Rio Branco, No. 76, Centro, CEP: 49.200-000, Estância/SE – Tel.: (79) 3522-2998/1143 – E-mail: licitacoes.pme@estancia.se.gov.br / cplestancia@gmail.com – Website: www.estancia.se.gov.br Page No. 13 / 60

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7.6.1. Qualification documents indicating different CNPJ/CPF numbers will not be accepted, except those legally permitted.

7.6.2. If the supplier is the parent company, all documents must be in the name of the parent company, and if the supplier is the branch, all documents must be in the name of the branch, except for certificates of technical capacity, and in the case of those documents that, by their very nature, are demonstrably issued only in the name of the parent company.

7.6.3. CNPJ records of head office and branch suppliers with differences in document numbers relevant to the CND and CRF/FGTS will be accepted, when the centralization of the collection of these contributions is proven.

7.6.4. The documents required for qualification purposes may be presented in original, copy or in the form of digital electronic authentication, so that their veracity can be proven more quickly;

7.6.5. It will be verified whether the bidder declared that he/she meets the qualification requirements, and the declarant will be responsible for the veracity of the information provided, in accordance with the law ([art. 63, I, of Law No. 14,133/2021](#)).

7.6.6. It will be verified whether the bidder has submitted to the system, under penalty of disqualification, the declaration that he/she complies with the requirements for reserving positions for people with disabilities, for those rehabilitated by Social Security and for apprentices, as provided for by law and other specific rules.

7.6.7. The bidder must submit, under penalty of disqualification, a declaration that its economic proposals include the full costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and conduct adjustment terms, in force on the date of submission of the proposals.

7.6.8. Verification by the Auctioneer on official websites of bodies and entities issuing certificates constitutes a legal means of proof for qualification purposes.

7.6.9. After submission of the documents for qualification, replacement or presentation of new documents will not be permitted, except in the case of due diligence, for ([Law 14,133/21](#), [art. 64](#), and [IN 73/2022](#), [art. 39, §4](#)): _____

7.6.9.1. Complementary information about documents already submitted by bidders and as long as necessary to determine facts existing at the time of the opening of the bidding process; and

7.6.9.2. Updating of documents whose validity has expired after the date of receipt of the proposals;

7.6.10. When analyzing the qualification documents, the contracting committee may correct errors or flaws that do not alter the substance of the documents and their legal validity, by means of a reasoned decision, recorded in minutes and accessible to all, granting them effectiveness for qualification and classification purposes;

7.6.11. If the bidder does not meet the qualification requirements, the Auctioneer will examine the subsequent proposal and so on, in the order of classification, until a proposal is found that meets this notice, observing the submission deadline as requested by the Auctioneer.

7.6.12. Only the qualification documents of the bidder whose proposal meets the bidding notice will be made available for public access after the procedures referred to in the previous subitem have been completed.

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8. CONTRACT TERMS

8.1. After approval and award, if the contract is concluded, a contract term or other equivalent instrument will be signed.

8.2. The successful bidder will have a period of 05 (five) business days, counted from the date of his/her call, to sign the contract term or equivalent instrument, under penalty of losing the right to the contract, without prejudice to the sanctions provided for in this Notice;

8.3. As an alternative to the summons to appear before the body or entity to sign the Contract Term or equivalent instrument, the Administration may: **a)** forward it for signature, by postal correspondence with return receipt (AR), so that it can be signed and returned within 03 (three) business days, counting from the date of its receipt; **b)** provide access to an electronic process system so that it can be digitally signed within 02 (two) business days; or **c)** another electronic means, ensuring a period of 02 (two) business days for response after receipt of the notification by the Administration;

8.3.1. The deadlines of items **8.2** and **8.3** may be extended, for the same period, upon justified request from the contractor and accepted by the Administration.

8.4. Acceptance of the Commitment Note or equivalent instrument issued to the awarded supplier implies recognition that:

8.4.1. said Note is replacing the contract, with the provisions of Law No. 14,133 of 2021 applying to the business relationship established therein;

8.4.2. the contractor is bound by its proposal and the provisions contained in this Notice;

8.4.3. the contractor acknowledges that the grounds for termination are those provided for in articles 137 and 138 of Law No. 14,133 of 2021 and acknowledges the rights of the Administration provided for in articles 137 to 139 of the same Law.

8.5. The term of validity of the contract is that established in the Terms of Reference.

9. PRICE REGISTRATION

9.1. The rules regarding the Price Registry, the Managing Bodies and Participants are those contained in the Draft Price Registry Minutes.

9.2. Once the bidding result has been approved, the highest-ranking bidder will have a period of 05 (five) days, counted from the date of its call, to sign the Price Registration Minutes, the validity period of which is set out therein, under penalty of forfeiture of the right to contract, without prejudice to the sanctions provided for in Law No. 14,133 of 2021.

9.3. The call period may be extended once, for the same period, upon request by the highest-ranking bidder or the summoned supplier, provided that: **a)** the request is duly justified and submitted within the deadline; and **b)** the justification submitted is accepted by the Administration.

9.4. The price registration minutes will be signed by means of a digital signature and made available in the price registration system. prices.

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9.5. As many Price Registration Minutes as necessary will be formalized to register all items contained in the Terms of Reference/Basic Project, indicating the winning bidder, the description of the item(s), the respective quantities, registered prices and other conditions.

9.6. The registered price, with the indication of the suppliers, will be published in the PNCP and made available during the validity of the price registration minutes.

9.7. The existence of registered prices will imply a commitment to supply under the established conditions, but will not oblige the Administration to contract, with the possibility of carrying out a specific bidding process for the intended acquisition, provided that it is duly justified.

9.8. If the person summoned does not sign the price registration minutes within the deadline and under the conditions established, the Administration may summon the remaining bidders on the reserve list, in the order of classification, to do so within the same deadline and under the conditions proposed by the first classified bidder.

10. CREATION OF THE RESERVE REGISTER 10.1. After

the bidding process has been approved, the following record will be included in the minutes as an attachment:

a) bidders who accept to quote the object with a price equal to that of the winner, taking into account the classification in the bidding; **b)** bidders who maintain their original proposal;

10.2. The order of classification of bidders or suppliers registered in the minutes will be respected in the contracting process.

10.2.1. The submission of new proposals in the form of this item will not affect the result of the contest in relation to highest ranked bidder.

10.2.2. For the purposes of the ranking order, bidders or suppliers who agree to quote the object at a price equal to that of the successful bidder will precede those who maintain their original proposal.

10.3. The qualification of bidders that will make up the reserve list will be carried out when there is a need to hire the remaining bidders, in the following cases:

a) when the winning bidder does not sign the price registration minutes within the time period and under the conditions established in the notice; or

b) when the supplier's registration or price registration is cancelled, in the cases provided for in art. 28 and art. 29 of Decree No. 11,462 of 2023.

10.4. In the event that none of the bidders who agreed to quote the object at a price equal to that of the successful bidder agree to the contract under the same terms and conditions proposed by the first classified bidder, the Administration, taking into account the estimated value and its eventual update in the manner provided for in the notice, may:

a) call the bidders who maintained their original proposal for negotiation, in the order of classification, with a view to obtaining a better price, even if above the price of the successful bidder; or

b) award and sign the contract under the conditions offered by the remaining bidders, in accordance with the ranking order, when negotiations for better conditions fail.

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11. APPEALS

11.1. The filing of an appeal regarding the judgment of proposals, the qualification or disqualification of bidders, the cancellation or revocation of the bidding process, shall comply with the provisions of art. 165 of Law No. 14,133 of 2021.

11.2. The appeal period is 3 (three) working days, counted from the date of notification or preparation of the minutes.

11.3. When the appeal filed challenges the judgment of the proposals or the act of qualification or disqualification of the bidder:

11.3.1. The intention to appeal must be expressed immediately, under penalty of preclusion;

11.3.2. The period for submitting grounds for appeal will begin on the date of notification or the date of preparation of the qualification or disqualification report;

11.4. Appeals must be submitted in the appropriate field in the system.

11.5. The appeal shall be addressed to the authority that issued the act or issued the appealed decision, which may reconsider its decision within 3 (three) business days, or, within that same period, forward the appeal to the higher authority, which must issue its decision within 10 (ten) business days, counting from the receipt of the case.

11.6. Appeals filed after the deadline will not be considered.

11.7. The deadline for the submission of counter-arguments to the appeal by other bidders will be 3 (three) business days, counted from the date of personal notification or the announcement of the filing of the appeal, ensuring immediate access to the elements essential to the defense of their interests.

11.8. The appeal and the request for reconsideration will have a suspensory effect on the act or decision appealed against until a final decision is made by the competent authority.

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

11.10. The case files will be available for viewing by interested parties in the Bidding and Contracts Sector Room, located at Praça Barão do Rio Branco, No. 76, Centro, Estância/SE.

12. ADMINISTRATIVE INFRACTIONS AND SANCTIONS

12.1. The bidder who, with intent or negligence: commits an administrative infraction, in accordance with the law:

12.1.1. Failure to submit the documentation required for the competition or failure to submit any document requested by the Auctioneer during the competition;

12.1.2. Except as a result of a duly justified supervening fact, do not maintain the proposal especially when:

a) not sending the appropriate proposal to the last bid offered or after negotiation;

b) refuse to send the details of the proposal when required;

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c) request to be disqualified when the competitive stage ends; or

d) failure to submit a sample;

e) submit a proposal or sample that does not comply with the specifications of the notice;

12.1.3. Failure to enter into the contract or failure to submit the documentation required for the contract, when called upon within the validity period of the proposal;

12.1.4. Refuse, without justification, to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the period established by the Administration;

12.1.5. Submitting a false statement or documentation required for the contest or making a false statement during the bidding process;

12.1.6. Fraud the bidding process;

12.1.7. Behaving in an inappropriate manner or committing fraud of any nature, especially when:

a) act in collusion or in violation of the law;

b) deliberately mislead in judgment;

c) present a falsified or deteriorated sample;

12.1.8. Engaging in illegal acts with a view to frustrating the objectives of the bidding process;

12.1.9. Committing a harmful act provided for in [art. 5th of Law No. 12,846, of 2013](#).

12.2. Based on [Law No. 14,133 of 2021](#), The Administration may, after regular administrative proceedings, ensuring prior defense, apply the following sanctions to bidders and/or successful bidders, without prejudice to civil and criminal:

12.2.1. Warning;

12.2.2. Fine;

12.2.3. Prohibition from bidding and contracting and

12.2.4. Declaration of unsuitability to bid or contract, while the reasons for the punishment persist or until rehabilitation is promoted before the authority that applied the penalty.

12.3. When applying sanctions, the following will be considered:

12.3.1. The nature and gravity of the offence committed.

12.3.2. The peculiarities of the specific case

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12.3.3. Aggravating or mitigating circumstances

12.3.4. Any damages resulting from it to the Public Administration

12.3.5. The implementation or improvement of an integrity program, in accordance with the standards and guidelines of the control bodies.

12.4. The fine will be collected at a rate of 0.5% to 30% on the value of the contract tendered, collected within a maximum period of **05 (five)** business days, counting from the official communication.

12.4.1. For the infractions provided for in items **12.1.1, 12.1.2, 12.1.3 and 12.1.4**, the fine will be 0.5% to 15% of the value of the contract tendered.

12.4.2. For the infractions provided for in items **12.1.5, 12.1.6, 12.1.7, 12.1.8 and 12.1.9**, the fine will be 15% to 30% of the value of the contract tendered.

12.5. The sanctions of warning, prohibition from bidding and contracting and declaration of unsuitability to bid or contract may be applied, cumulatively or not, to the penalty of a fine.

12.6. When a fine is imposed, the interested party will be given the right to present a defense within 15 (fifteen) business days from the date of notification.

12.7. The sanction of prohibition from bidding and contracting will be applied to the person responsible due to the administrative infractions related in items **12.1.1, 12.1.2, 12.1.3 and 12.1.4**, when the imposition of a more severe penalty is not justified, and will prevent the person responsible from bidding and contracting within the scope of the direct and indirect municipal Public Administration to which the body or entity belongs, for a maximum period of 3 (three) years.

12.8. The responsible party may be subject to a sanction of declaration of unsuitability to bid or contract, as a result of the practice of the infractions set forth in items **12.1.5, 12.1.6, 12.1.7, 12.1.8 and 12.1.9**, as well as for the administrative infractions set forth in items **12.1.1, 12.1.2, 12.1.3 and 12.1.4** that justify the imposition of a more severe penalty than the sanction of prohibition from bidding and contracting, the duration of which shall observe the term set forth in art. 156, §5, of Law No. 14,133/2021.

12.9. The unjustified refusal of the successful bidder to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the period established by the Administration, described in item **12.1.4**, will characterize the total non-compliance with the obligation assumed and will subject it to penalties and the immediate loss of the proposal guarantee in favor of the body or entity promoting the bidding, under the terms of art. 45, §4 of IN SEGES/ME No. 73, of 2022.

12.10. The determination of responsibilities related to sanctions for prohibition from bidding and contracting and declaration of unsuitability to bid or contract will require the initiation of a liability process to be conducted by the Supplier Registration, Evaluation and Investigation of Irregularities Committee, which will assess known facts and circumstances and notify the bidder or successful bidder to, within 15 (fifteen) business days, counted from the date of their notification, present a written defense and specify the evidence they intend to produce.

12.11. An appeal may be filed within 15 (fifteen) business days of the application of the sanctions of warning, fine and prohibition from bidding and contracting, counted from the date of notification, which shall be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within 5 (five) business days, shall forward the appeal with its reasons to the higher authority, which shall issue its decision within a maximum period of 20 (twenty) business days, counted from the receipt.

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two cars.

12.12. A request for reconsideration of the application of the sanction of declaration of unsuitability to bid or contract must be submitted within 15 (fifteen) business days, counted from the date of notification, and decided within a maximum period of 20 (twenty) business days, counted from its receipt.

12.13. The appeal and the request for reconsideration will have a suspensory effect on the act or decision appealed against until a final decision is made by the competent authority.

12.14. The application of the sanctions provided for in this notice does not exclude, under any circumstances, the obligation to provide full compensation of the damage caused.

13. CHALLENGE TO THE NOTICE AND REQUEST FOR CLARIFICATION 13.1. Any

person is a legitimate party to challenge this Notice for irregularities in the application of [Law No. 14,133, of 2021](#), must file the request up to 3 (three) business days before the date of the opening of the competition.

13.2. The response to the objection or request for clarification will be published on the official website within 3 (three) business days, limited to the last business day prior to the date of opening of the competition.

13.3. Objections and requests for clarification may be made electronically, exclusively through the Licitanet system, via the website: www.licitanet.com.br.

13.4. Objections and requests for clarification do not suspend the deadlines set out in the competition.

13.4.1. The granting of a suspensive effect to the objection is an exceptional measure and must be justified by the Auctioneer, in the bidding process records.

13.5. Once the objection has been accepted, a new date for the competition will be defined and published.

14. GENERAL PROVISIONS 14.1.

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

14.2. If there is no business or any supervening event occurs that prevents the auction from taking place on the scheduled date, the session will be automatically transferred to the first subsequent business day, at the same time previously established, provided there is no communication to the contrary by the Auctioneer.

14.3. All time references in the Notice, in the notice and during the public session will be in Brasília - DF time.

14.4. Approval of the result of this bidding process will not imply the right to contract.

14.5. The rules governing the bidding process will always be interpreted in favor of expanding the dispute between interested parties, as long as they do not compromise the interests of the Administration, the principle of equality, the purpose and security of the contract.

14.6. Bidders assume all costs of preparing and submitting their bids and the Administration shall not, under any circumstances, be liable for such costs, regardless of the conduct or outcome of the bidding process.
bidding.

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14.7. When counting the deadlines established in this Notice and its Annexes, the start date will be excluded and the due date will be included. Deadlines will only start and end on business days at the Administration.

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

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

14.10. The Notice and its annexes are available in full on the National Public Procurement Portal (PNCP) and at the electronic address www.estancia.se.gov.br_____

14.10.1. After the bidding process has been approved, the documents prepared in the preparatory phase that may not have been included in the notice and their contents will be made available on the National Public Procurement Portal (PNCP) and, if the body or entity responsible for the bidding process deems it appropriate, also on the official website of this Municipality.

attachments.

14.11. The following annexes are included in this Notice, for all intents and purposes:

- a) ANNEX I – Terms of Reference b)**
- ANNEX II – Estimated Annual Value c)**
- ANNEX III – List of Vehicle Fleets of the Secretariats d) ANNEX**
- IV – Model of Price Proposal e) ANNEX V – Draft**
- of Price Registration Minutes f) ANNEX VI – Draft of**
- Contract Term g) ANNEX V II– Model of Service**
- Order**

Estancia/SE, April 3, 2025.

EVERTON SANTOS SANTANA

*Director of the Tenders and Contracts Sector
Ordinance No. 479/2025*

STATE OF SERGIPE**BIDDING AND CONTRACTS SECTOR OF THE MUNICIPALITY OF ESTÂNCIA
ADMINISTRATIVE PROCESS No. 2025.008.007****ANNEX I – TERMS OF REFERENCE
FOR ELECTRONIC BIDDING – SRP No. 03/2025**

SOURCE: Municipal Department of Education

1. ABOUT THE OBJECT

1.1. The purpose of this Term of Reference is to Register Prices for Contracting a company specialized in providing preventive and corrective maintenance services for light, medium and heavy vehicles, with general services in mechanical, electrical, bodywork, suspension, grinding and replacement of parts, tires and accessories in general, through a network of accredited establishments with the implementation and operation of an integrated system, made available via the web, with the use of a security password for demand management, in accordance with the specifications contained in this term.

2. JUSTIFICATION

2.1. Meet the maintenance needs of the vehicles that make up the fleet of the Municipal Department of Education, so that they are in conditions to circulate and meet the needs of the municipality, especially in the execution of School Transportation in Urban and Rural Areas, in the Transportation of Materials and Food for School Meals, in administrative and managerial activities of the educational system.

Regular vehicle maintenance, in addition to ensuring the safety of those who use them, also guarantees the continuity of essential activities.

3. DETAILS – LOT**ITEM 01**

ITEM	SPECIFICATIONS	AS TO.	ANNUAL VALUE ESTIMATED	RATE OF ADMINISTRATION DEAR (%)
01	Hiring of a company specialized in providing preventive and corrective maintenance services for light, medium and heavy vehicles, with general services in mechanical, electrical, bodywork, suspension, grinding and replacement of parts, tires and accessories in general, through a network of accredited establishments with implementation and operation of an integrated system, made available via the web, with the use of a security password for management. demand growth.	1	R\$ 3.550.152,35	3,33%

Estimated Administration Fee for Item 01: 3.33% (three point thirty-three percent).

3.1. The dispute will take place for the **lowest administration fee**, in percentage, with a maximum of two decimal places, and never exceeding **3.33% (three point thirty-three percent)**.

3.2. The winning proposal must contain the **lowest administration fee, in percentage, with a maximum of two decimal places, and never exceeding 3.33% (three point thirty-three percent)**.

3.3. **A rate of 0 (zero) or negative rate will be accepted**, which indicates that the Contractor will not pass on the cost of management services to the Secretariat.

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3.4. Proposals made by bidders must be based on the administration fee; no other forms of proposals will be accepted.

3.5. The proposed rates must include all direct and indirect costs related to the full fulfillment of the object, involving, among other expenses, taxes of any nature, fees, transport, insurance, social charges, labor and social security rights.

3.6. The term of the contract is **12 (twelve) months**, counted from the date of signing of the Price Registration Record, and may be extended for the same period.

4. GENERAL

CONDITIONS 4.1. The PROPONENT must present a certificate of technical capacity provided by a legal entity under public or private law that proves experience in vehicle maintenance management and in accordance with the other conditions established in these Terms of Reference.

4.2. Bidders must provide a computerized preventive and corrective maintenance management system that meets all operating conditions required in this Term of Reference and its Annexes.

4.3. The bidder holding the lowest rate must make a simulated presentation of his/her computerized system, in order to be validated by a commission specially designated by the Municipal Department of Education, within a maximum period of 10 (ten) consecutive days after being summoned by the auctioneer, at the place and time indicated in his/her summons, with the following rules that cannot be breached:

- a)** The presentation will begin at 8:00 a.m. local time;
- b)** The presentation will last up to 8 hours, interrupting at 1:00 p.m. and resuming at 2:00 p.m., and then extending until 5:00 p.m.;
- c)** If there is a need to travel to an external environment, such as a vehicle maintenance shop, the travel time will not be counted in the system presentation time;
- d)** All system functionalities that cannot be proven to exist during the regular presentation time will be considered by the judging panel as non-existent;
- e)** They may arrive 1 hour in advance to organize the room and material that will be used;
- f)** Only two representatives will be accredited for the system presentation; At the time of the presentation, participants from other companies will not be allowed to use electronic equipment, such as cell phones and cameras, but notebooks are permitted;
- g)** Other bidders may have only 1 representative, for each company, inside the room.

5. PROVISION OF SERVICES 5.1.

The bidder must have an accredited network in the main centers of Sergipe (Estância, Itabaiana, Tobias Barreto, Nossa Senhora da Glória, Aracaju, Nossa Senhora do Socorro, Barra dos Coqueiros, São Cristóvão and Lagarto), and the execution of services must be carried out primarily in the city of Estância or Aracaju, only being carried out in another center when there is unfeasibility, not applying to the supply of parts whose logistics must be managed by the contractor.

5.2. After signing the contract, the Municipal Department of Education must sign, within 20 (twenty) business days, the Term of Acceptance of Services Performed, proving that the system is already implemented and in operation and

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that user training was carried out.

5.3. User training will take place immediately after the contract is signed, at the beginning of the provision of services, at a time scheduled by the parties. When new users of the system appear, the company's dedicated employee must provide training as soon as requested by the agency/entity consenting to the contract.

5.4. Maintenance services and the supply of materials must be provided through a network of multi-brand workshops, automotive centers and dealerships, on a continuous and uninterrupted basis, including the supply of parts, accessories and components, covering all areas and specialties related to the integrity of vehicles and related to preventive and corrective maintenance, analysis, evaluation, diagnosis, towing, disassembly, assembly, rectification, repair, correction, restoration, replacement, completion, including and conservation of the official fleet of the Municipality of Estância/SE:

5.5. Preventive Maintenance – consists of the regular system of prevention and services to ensure the best performance conditions of the vehicle, with regard to its operation, performance and safety; as well as, preventing the occurrence of defects that may result in damage to components, or even in the stoppage of the vehicle. vehicles.

a) Examples of preventive maintenance include: protectors and inner tubes; wheel alignment and balancing; changing engine oil, gearbox oil, differential oil, brake fluid, coolant, oil filter, air filter and air conditioning filter; vehicle lubrication; simple and complete washing, including the engine; general washing with polishing, vacuuming and lubrication; replacing wiper blades, alternator/generator belts; replacing engine parts; cleaning the engine and injector nozzles; adjusting injector pumps and nozzles; changing brake linings and pads, hoses; other services listed in the vehicle manual.

5.6. Corrective Maintenance – is the set of activities that seeks to make the vehicle occasionally disabled due to defects operational and safe, as well as repair damage resulting from wear and/or deficiencies in operation and maintenance.

a) Examples of corrective maintenance include: engine grinding services; clutch assembly and disassembly; electrical installation services; electronic injection system services; hood repair; upholstery; bodywork and painting; cooling system services; air conditioning system services; vehicle towing; among others of this nature.

6. EXECUTION OF SERVICES WITH SUPPLY OF PARTS 6.1.

THE CONTRACTOR is responsible for moving the vehicles to the Accredited establishments for maintenance, except in cases that will depend on towing service;

6.2. The establishment accredited to assess the vehicle must issue a quote containing the list of parts and services required for vehicle maintenance, in order to open the Service Order. In addition to the Service Order, the CONTRACTOR's software must contain the option for the CONTRACTOR to request at least 3 (three) more quotes for the purpose of comparing the value of the Service Order. These quotes must be prepared by randomly selected workshops, according to the nature of the service;

6.3. The CONTRACTOR is authorized to take the vehicle for evaluation by more than one accredited workshop for the preparation of the budgets mentioned in the previous item, as long as the cost/benefit criteria associated with these are observed.

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additional displacements;

6.4. Accredited companies, via the system, must provide in their budgets the list of services and/or parts to be performed/replaced, service execution time, labor and parts costs, and discounts on parts, for evaluation by the CONTRACTING PARTY, who will analyze the respective costs and the need for total or partial execution, taking into account the best cost-benefit;

6.5. Companies accredited by the CONTRACTOR must perform preventive and corrective maintenance services in accordance with their specialty, supplying original or genuine parts and components and other materials intended for the maintenance of the CONTRACTOR's vehicle fleet, and this only after approval;

6.6. Refurbished or similar items will only be accepted with authorization from the inspectors of each Agency or Manager, provided that there are no parts available on the market that satisfy the previous items;

6.7. In the case of reconditioning, only after demonstrating the cost-benefit advantage will the purchase be authorized, observing the warranty periods;

6.8. Replaced parts and/or accessories must be returned in the packaging of the purchased parts, upon delivery of the repaired vehicle and must be included in the Service Order;

6.9. For services for which there is no accredited party, the subcontracting of the service by the accredited party will be permitted, provided that there is express authorization from the inspector of the respective Body in the observations field of the Service Order.

6.10. If there are not enough establishments to carry out three quotations, the Contract Manager must justify the absence in the same field – observations.

6.11. The completion of the service must be reported via the system by the accredited party.

PRICES CHARGED FOR THE SERVICE

6.12. The services will be performed considering the cash values in compliance with the time and value conditions set out in the tables and tools mentioned below, which must be provided to the CONTRACTOR by the CONTRACTED PARTY after signing the contractual instrument(s).

6.12.1. Manufacturer's Tables of Standard Repair Time (labor-hours), for labor services; (Example: SUIV, ÔRION, AUDATEX)

6.12.2. Official Price List for New and Genuine Parts and Accessories, issued by vehicle manufacturers.
(Example: SUIV, ORION, AUDATEX)

7. WARRANTY

7.1. The services provided must have a minimum warranty of 90 (ninety) days and/or 5,000 (five thousand) km.

7.2. Painting services: 03 (three) years warranty against painting defects (including defects resulting from bodywork services performed by the contracted bidder). Engine grinding services: 02 (two) years warranty;

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7.3. All services performed without skill will be guaranteed by the contracted bidder, including the cost of parts damaged due to skill, if applicable.

8. DEADLINES FOR THE EXECUTION OF SERVICES AND PENALTIES 8.1. The

maximum deadline for preparing the budget is 24 (twenty-four) hours.

8.2. The maximum period for execution of services, including any replacement of parts, counted from the approval of the budget:

- a) bodywork – maximum of 30 (thirty) working days; b)
- painting – maximum of 20 (twenty) working days; c)
- mechanics – maximum of 10 (ten) working days; d)
- upholstery – maximum of 05 (five) working days; e) glazing
– maximum of 05 (five) working days;
- f) air conditioning – maximum of 05 (five) working days.

8.3. If it is impossible to perform the services within the deadlines above, the company that wins the bid must present a written justification, in good time for approval, and within the stipulated deadlines.

8.4. The time spent on each service cannot exceed the time specified in the standard manual.

9. OPERATING PROCEDURES

9.1. All vehicle maintenance and parts services will be provided using a corporate card;

9.2. Vehicles that are thus identified in this process, present in Annex II, when they require the use of this object, it must be noted that:

9.3. The mechanic, transport manager or designated employee must carry out the initial survey of the estimate for services or parts AT THE VEHICLE LOCATION.

9.4. It will then be forwarded to the competent sector that will operate the system and carry out the following quote in an accredited network that will make available the available companies that will meet the demand thus requested by the designated server;

9.5. Therefore, the execution of the services will be approved, where the system will make the service order available and it will be delivered together with the vehicle and corporate card enabled at the accredited store and the store will perform the services. It is worth noting that the budget deadline will be 24 hours in the case of the system.
computerized.

9.6. In the case of vehicles that need to be moved and require a tow truck, the same must follow the procedure above, however the TOW truck must be at the location (required for the service) within a maximum of 48 hours from the date of receipt of the service order, in its exceptionality that the same, if duly justified, must exceed and thus be extended if duly justified by the accredited party and thus accepted by the designated manager of the Minutes.

10. CONTRACTOR'S OBLIGATIONS

10.1. Provide services within the deadlines set out in the Terms of Reference;

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- 10.2.** Maintain the conditions established in the provision of Maintenance and Technical Support services during the contractual term, also implementing an exclusive *call center* service to respond, via the 0800 system, without restrictions for cell phones, to the demands of the Bodies/ Entities consenting to the contract;
- 10.3.** Organize the execution of the Project in terms of operational definition, monitoring of activities and allocation of the duly qualified team;
- 10.4.** Provide technical documentation of the solution recorded on CD-ROM or DVD-ROM media;
- 10.5.** Communicate to the CONTRACTING PARTY, in writing, when verifying inadequate conditions for the execution of the service or the imminence of facts that may harm the perfect provision of the service, presenting justifying reasons, which will be subject to assessment by the CONTRACTING PARTY;
- 10.6.** Replace, whenever required by the CONTRACTING PARTY and regardless of any justification on its part, any employee or agent whose performance, permanence or behavior is deemed harmful, inconvenient or unsatisfactory to the discipline of the department or to the interests of the public service;
- 10.7.** Present the tax collection documents in accordance with the terms established in the contract;
- 10.8.** Maintain, throughout the execution of the Contract, all the conditions of qualification and eligibility required in the Bidding;
- 10.9.** Be responsible for labor, social security, tax, and commercial expenses resulting from the execution of the Contract by its employees. The owners of the workshops are responsible for the expenses relating to their subordinates.
- 10.10.** Not to transfer to anyone else, in whole or in part, the Contract signed with the CONTRACTOR, without prior and express consent;
- 10.11.** Not to enter into an association with another party, total or partial assignment or transfer, as well as merger, split or incorporation, without prior and express consent from the CONTRACTING PARTY;
- 10.12.** Accredite workshops in the municipalities listed in the annex to this term of reference;
- 10.13.** In addition to accrediting the workshops listed in the annex to this basic project, the contractor must accredit others within the state of Sergipe, according to the needs that arise from the contracting bodies and entities during the period of contract execution;
- 10.14.** THE CONTRACTOR shall offer, at no cost to the CONTRACTING PARTY, a personnel training program for all drivers and managers involved in the use of the System, including:
- 10.14.1.** Registration operations, vehicle parameterization and credit limits;
- 10.14.2.** Details of procedures for using the Management and Reporting System;

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10.14.3. Information regarding possible operational failures and the measures necessary to resolve them;

10.14.4. Practical application of the System.

10.15. It is the responsibility of the CONTRACTOR, at no cost to the CONTRACTING PARTY, to ensure that all accredited establishments are properly equipped, with trained employees, to carry out all necessary transactions with the CONTRACTING PARTY;

10.16. Appoint 01 (one) legal representative, dedicated exclusively to the relationship with the CONTRACTORS;

10.17. The prices charged by the establishments accredited by the contractor must not exceed, in relation to the services, the prices established in the notice and, in the acquisition of parts, the prices defined by AUDATEX/MOLICAR/SUIV/ÓRION or by any of the Systems of the Assembler Tables, respecting the cash price.

10.18. Respond, within a maximum period of 24 (twenty-four) hours, to any and all requests received from the Contracting Party and/or the Municipal Secretariat of Administration and Planning.

10.19. Be responsible for obtaining Permits, Licenses or any other Authorization Terms that are necessary for the execution of the Contract;

10.20. Faithfully execute the contracted object and the stipulated deadline;

10.21. Repair, correct, remove or replace, at its own expense, in whole or in part, the object of the Contract in which defects, faults or inaccuracies are found, during the term of the guarantee given, stipulated in the Contractor's proposal;

10.22. Bear the expenses arising from any infraction or crime, whatever it may be, when committed by an employee and related to the execution of the service provided to the City Hall, especially when it involves the name and/or image of the employee or any of its employees or user authorities;

10.23. Maintain, throughout the execution of the contract, the qualification requirements or conditions determined in the bidding procedure that gave rise to this Contract, under penalty of its termination and application of the penalties provided for herein.

10.24. Solve any potential problems pertinent to or related to the delivery of contracted products, at no cost to the Management Secretariat, provided that they are the responsibility of the contractor;

11. CONTRACTOR'S OBLIGATIONS 11.1.

Appoint and highlight a team, composed of employees who have knowledge of the business and the target perimeters of the project;

11.2. Specify and establish standards and guidelines for the execution of the services contracted herein, defining the priorities and rules for serving locations and users, as well as the deadlines and stages for fulfilling obligations;

11.3. Redefine the project deadline and/or schedule together with the CONTRACTOR, if any strategic situation impacts the activities.

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- 11.4. Make the payment under the agreed conditions and price.
- 11.5. Provide the Contractor with all the conditions necessary for full compliance with the obligations arising from the Contract;
- 11.6. Monitor and supervise the execution of the Contract, recording all occurrences in a specific register;
- 11.7. Communicate to the Contractor any and all occurrences related to the delivery of products, taking action in cases that require preventive and corrective measures.
- 11.8. Provide the means necessary to carry out the activities developed as related in the Object;
- 11.9. Make payments to the Contractor, in the manner and within the established deadlines;
- 11.10. Attest to the tax document sent by the Contractor regarding the object;
- 11.11. Reject, with justification, in whole or in part, products delivered in disagreement;
- 11.12. Notify the Contractor, in writing, of any imperfections observed during the execution of the object, setting a deadline for their correction;
- 11.13. Provide information and clarifications that may be formally requested by the Contractor;
- 11.14. Apply to the Contractor the regulatory and contractual penalties provided for in this Term of Reference, contractual instrument and in the relevant legislation;

12. GENERAL PROVISIONS

- 12.1. No payment will be made to the CONTRACTOR while any debt relating to any irregularity, default or penalty is pending settlement;
- 12.2. The prices of the services, which are the object of the Contract, will remain non-adjustable during the contractual term; however, if during the contractual period there is an increase or reduction in the values of the object of the supply to be contracted, in accordance with the relevant legislation, the prices of the Contract will be readjusted, in order to maintain its economic and financial balance, and proof must be provided by the CONTRACTED PARTY, presenting to the CONTRACTING PARTY the reason that authorized the said increase/reduction and using the same indexes/percentages used/authorized; and, finally, the CONTRACTED PARTY undertakes to pass on to the CONTRACTING PARTY all prices and benefits offered to the market, whenever these are more advantageous than those in force.

13. PAYMENT CONDITIONS

- 13.1. The products will be received definitively after approval by the Warehouse and Contract/Service Inspector.
- 13.2. Payment will be made by bank order, to be credited to the bank, branch and current account indicated by the contractor.
- 13.2.1. The date of payment will be considered the day on which the bank order for payment is issued.

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13.3. Payment will be made within a maximum period of 30 (thirty) days, counting from the receipt of the Invoice/Bill.

13.3.1. The receipt of the invoice or bill is considered to have occurred when the contracting body certifies the execution of the object of the contract.

13.4. The issuance of the Tax Invoice/Bill will be preceded by the final receipt of the object of the contract, as provided for in this instrument and/or in the Terms of Reference.

13.5. When there is partial gloss of the object, the contracting party must notify the company so that it can issue the invoice or invoice with the exact dimensioned value.

13.6. The department responsible for making the payment must verify whether the Invoice or Bill presented expresses the necessary and essential elements of the document, such as:

a) the validity period; **b)** the date of issue; **c)** details of the contract and the contracting body; **d)** the respective period of execution of the contract; **e)** the amount to be paid; and **f)** any highlighting of the amount of applicable tax withholdings.

13.7. If there is an error in the presentation of the Invoice/Bill, or if there is a circumstance that prevents the settlement of the expense, payment will be suspended until the contractor takes corrective measures. In this case, the payment period will begin after proof of regularization of the situation, without incurring any burden for the contractor;

13.8. The Tax Invoice or Bill must be accompanied by proof of tax regularity, tax and labor.

13.9. The Administration must: a) verify the maintenance of the qualification conditions required in the notice; b) identify possible reasons that prevent participation in the bidding process, within the scope of the body or entity, prohibition of contracting with the Public Authority, as well as indirect impediments.

13.10. If the contractor is found to be in an irregular situation, he/she will be notified in writing so that he/she can regularize his/her situation within 5 (five) business days or present his/her defense within the same period. The period may be extended once, for the same period, at the discretion of the contractor.

13.11. If there is no regularization or if the defense is considered unfounded, the contractor must inform the bodies responsible for monitoring tax regularity regarding the contractor's default, as well as the existence of payment to be made, so that the pertinent and necessary means can be activated to guarantee the receipt of their credits.

13.12. If the irregularity persists, the contractor must adopt the necessary measures to terminate the contract in the corresponding administrative proceedings, ensuring the contractor full defense.

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13.13. If the object is effectively executed, payments will be made normally, until a decision is made to termination of the contract.

13.14. Payment term: payment will be made within a maximum period of up to ten business days, counted from the completion of the settlement of the expense, as per the previous section, in accordance with SEGES/ME Normative Instruction No. 77, of 2022.

13.15. In the event of delay by the Contractor, the amounts owed to the contractor will be monetarily updated between the end of the payment term until the date of its effective payment, by applying the IPCA (Broad National Consumer Price Index) - IBGE index for monetary correction.

13.16. Payment method: payment will be made by bank order, to be credited to the bank, branch and current account indicated by the contractor.

13.17. The date of payment will be considered the day on which the bank order for payment is issued.

13.18. Upon payment, tax withholding as provided for in applicable legislation will be carried out.

13.19. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established in current legislation will be withheld at source when payment is made.

13.20. The contractor who regularly opts for the Simples Nacional, under the terms of Complementary Law No. 123, of 2006, will not suffer tax withholding on taxes and contributions covered by this regime. However, payment will be subject to the presentation of proof, by means of an official document, that the person is entitled to the favorable tax treatment provided for in the aforementioned Complementary Law.

14. SUPPLIER SELECTION CRITERIA

14.1. Selection method and proposal assessment criteria Implementation regime:

14.1.1 The contract execution regime will be the provision of services.

14.2. The contractor will be selected through a Bidding process, pursuant to Article 28, item I, of Law No. 14,133/2021.

15. QUALIFICATION REQUIREMENTS

15.1. For qualification purposes, the bidder must prove the following requirements:

15.2. LEGAL QUALIFICATION

15.2.1. Individual entrepreneur: registration in the Public Registry of Commercial Companies, by the Commercial Board of the respective headquarters;

15.2.2. Individual Microentrepreneur – MEI: Certificate of Individual Microentrepreneur Condition - CCMEI, whose acceptance verification

<https://www.gov.br/empresas-e-negocios/pt-br/empreendedor>; will be conditioned and authenticity no place

15.2.3. Business corporation, single-member limited liability company – SLU or company identified as a company

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limited liability individual – EIRELI: registration of the constitutive act, statute or social contract in the Registry

Public of Commercial Companies, under the responsibility of the Commercial Board of the respective headquarters, accompanied by supporting documents from its administrators;

15.2.4. Foreign business corporation: authorization to operate in Brazil, published in the Official Gazette of the Union and filed with the Commercial Board of the federative unit where the branch, agency, subsidiary or establishment is located, which will be considered as its headquarters, in accordance with [DREI/ME Normative Instruction No. 77, of March 18, 2020](#).

15.2.5. Simple company: registration of the constitutive act in the Civil Registry of Legal Entities of the location of its headquarters, accompanied by supporting documents from its administrators;

15.2.6. Branch, subsidiary or agency of a simple or business company: registration of the articles of association of the branch, subsidiary or agency of the simple or business company, respectively, in the Civil Registry of Legal Entities or in the Public Registry of Commercial Companies where it operates, with endorsement in the Registry where the head office is headquartered.

15.2.7. The documents submitted must be accompanied by all amendments or the respective consolidation.

15.3. TAX, SOCIAL AND LABOR QUALIFICATIONS

15.3.1. Proof of registration in the National Registry of Legal Entities or in the Registry of Individuals, as applicable.
case;

15.3.2. Proof of tax compliance with the National Treasury, by presenting a certificate issued jointly by the Brazilian Federal Revenue Service (RFB) and the National Treasury Attorney General's Office (PGFN), referring to all federal tax credits and the Federal Government's Active Debt (DAU) administered by them, including those related to Social Security, under the terms of Joint Ordinance No. 1,751, of October 2, 2014, of the Brazilian Federal Revenue Service Secretary and the National Treasury Attorney General.

15.3.3. Proof of regularity with the Severance Pay Guarantee Fund (FGTS);

15.3.4. Proof of non-existence of unpaid debts before the Labor Court, through the presentation of a negative or positive certificate with negative effect, in accordance with Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943;

15.3.5. Proof of registration in the **State or Municipal** taxpayer registry relating to the supplier's domicile or headquarters, relevant to its line of business and compatible with the contractual purpose;

15.3.6. Proof of regularity with the **State or Municipal** Treasury of the supplier's domicile or headquarters, relating to the activity in which it contracts or competes;

15.3.7. If the supplier is considered exempt from **State or Municipal** taxes related to the contractual object, he/she must prove such condition by presenting a declaration from the respective Tax Authority of his/her domicile or headquarters, or another equivalent, in accordance with the law.

15.3.8. The supplier classified as an individual microentrepreneur who intends to obtain the benefits of differentiated treatment provided for in Complementary Law No. 123 of 2006 will be exempt from proof of registration with the

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state and municipal taxpayer registrations.

15.4. ECONOMIC AND FINANCIAL QUALIFICATION

15.4.1. Certificate of no civil insolvency issued by the distributor of the bidder's domicile or headquarters, in the case of an individual, provided that their participation in the bidding process is admitted ([art. 5, item II, item "c", of Seges/ME Normative Instruction No. 116, of 2021](#)), or of a simple partnership;

15.4.2. Certificate of no bankruptcy issued by the distributor of the bidder's headquarters in the last 30 (thirty) days prior to the opening of the bidding, unless a different validity date is stated in the text itself – [Law No. 14,133, of 2021, art. 69, caput, item II](#));

15.4.3. Balance Sheet and Accounting Statements for the last 2 (two) fiscal years, already required and presented in accordance with the law, which prove the good financial situation of the company, and their replacement by trial balances or provisional balance sheets is prohibited, and may be updated by official indexes when closed more than 3 (three) months from the date of submission of the proposal. The Balance Sheet and Accounting Statements must be signed by an Accountant Registered with the Regional Accounting Council; **or pertinent accounting documentation authenticated through SPED**, thus dispensing with any other form of authentication, being necessary to validate the information the delivery of the printed file of the same with the proof of submission, and must also contain the balance sheet with the indexes required in item 'e', or the necessary and sufficient information for its calculation, in accordance with the RFB Normative Instruction No. 1,420/2013, and CGM Recommendation No. 001/2018.

15.4.4. General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) ratios, higher than 1 (one), proven by the presentation by the bidder of the balance sheet, income statement and other accounting statements of the last 2 (two) fiscal years and obtained by applying the following formulas:

I – General Liquidity (LG) = (Current Assets + Long-Term Receivables)/(Current Liabilities + Non-Current Liabilities); II – General Solvency (SG) = (Total Assets)/(Current Liabilities + Non-Current Liabilities); and III – Current Liquidity (LC) = (Current Assets)/(Current Liabilities).

15.4.5. If the bidding company presents a result lower than or equal to 1 (one) in any of the General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) indexes, a minimum share capital of 10% (ten percent) of the total estimated value of the contract will be required for qualification purposes.

15.4.6. Companies created in the fiscal year of the bidding process must meet all qualification requirements and may replace the accounting statements with the opening balance sheet. (Law No. 14,133 of 2021, art. 65, §1).

15.4.7. The balance sheet, income statement and other accounting statements will be limited to the last fiscal year if the legal entity was established less than 2 (two) years ago. (Law No. 14,133, of 2021, art. 69, §6).

15.4.8. Compliance with the economic indexes provided for in this item must be certified by means of a declaration signed by a qualified accounting professional, presented by the supplier.

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15.5. TECHNICAL QUALIFICATION

15.5.1. Proof of aptitude for similar services of equivalent or greater technological and operational complexity with the object of this contract, or with the relevant item, through the presentation of certificates or attestations, by legal entities under public or private law, or regularly issued by the competent professional council, where applicable.

15.5.2. Certificates of technical capacity may be presented in the name of the supplier's head office or subsidiary.

16. DESCRIPTION OF THE

SOLUTION 16.1. Hiring a company specialized in providing preventive and corrective maintenance services for light, medium and heavy vehicles, with general services in mechanical, electrical, bodywork, suspension, grinding and replacement of parts, tires and accessories in general, through a network of accredited establishments with the implementation and operation of an integrated system, made available via the web, with the use of a security password for demand management, is more advantageous since it will open the opportunity for accreditation of several workshops to offer their services, making demands more agile and preventing vehicles from becoming unusable due to lack of maintenance, thus offering greater security to the people who use them. It is also worth noting that this type of contract facilitates the management of maintenance, time and quality of services.

It is the Municipality's obligation to maintain its fleet of vehicles so that they are in a condition to circulate and meet the needs of the municipality.

16.2. Maintain the good condition and functionality of the vehicles that operate the school transportation lines provided by the Municipal Department of Education, as their essential nature is essential for the functioning of the school activities of the Municipality and the State, since through the provision of this service, access to education is guaranteed to students in rural and urban areas, as well as reducing school dropout rates. Ensure the continuity of essential pedagogical and administrative activities for the Municipal Department of Education, such as pedagogical monitoring and the distribution of school meals and materials to schools, among other activities that require the movement of employees. Extend the useful life of the vehicle fleet of the Municipal Department.

16.3. Maintenance, conservation and functionality of vehicles, these vehicles that operate the school transport lines carried out by the Municipal Department of Education, being their essential nature for the functioning of the school activities of the Municipality, since through the provision of this service the daily participation of students from rural and urban areas is made possible, guaranteeing access to education and reducing school dropouts, in addition to guaranteeing the continuity of the pedagogical and administrative activities of the Municipal Department of Education, essential for the operation of activities such as the distribution of school meals and materials for the city's schools, and other activities that require the movement of employees.

17. BASIS FOR CONTRACTING 17.1. The

intended contracting is based on the reference found in the preliminary technical study, considering the best solution to be the Contracting of a company specialized in providing preventive and corrective maintenance services for light, medium and heavy vehicles, with general services in mechanical, electrical, bodywork, suspension, grinding and replacement of parts, tires and accessories in general, through a network of accredited establishments with the implementation and operation of an integrated system, made available via the web, with the use of a security password for demand management.

17.2. The Justification for the Contract and its quantities are detailed in a specific topic of this Terms of Reference, as well as in the ETP (Preliminary Technical Study) in accordance with IN 58/2022.

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17.2.1. The purpose of the contract is provided for in the Annual Procurement Plan 2025, as detailed below: PREF. MUN. DE ESTÂNCIA – <https://www.estancia.se.gov.br/sai/site/paginadinamica/plano-de-contratao-anual> — [SMEs](#).

18. ADJUSTMENT

18.1. Prices are fixed and cannot be adjusted within one year from the deadline for submitting proposals.

18.2. Within the term of the contract/minutes and upon request by the contractor, the contracted prices may be readjusted after a one-year interval, applying the IPCA index (Broad National Consumer Price Index) - IBGE and exclusively for obligations initiated and completed after the occurrence of the annual period.

18.3. In subsequent adjustments to the first, the minimum interval of one year will be counted from the financial effects of the last adjustment.

18.4. In the event of delay or non-disclosure of the adjustment index, the CONTRACTOR shall pay the CONTRACTED PARTY the amount calculated by the last known variation, settling the corresponding difference as soon as the final index is disclosed. The CONTRACTED PARTY shall be obliged to present a calculation report regarding the price adjustment of the remaining amount, whenever this occurs.

18.5. In the final measurements, the index used for readjustment will be, necessarily, the definitive one.

18.6. If the index established for readjustment is extinguished or in any way can no longer be used, the one determined by the legislation then in force will be adopted as a replacement.

18.7. In the absence of legal provision regarding the replacement index, the parties will elect a new official index to readjust the price of the remaining amount, by means of an addendum.

19. ADMINISTRATIVE SANCTIONS

19.1. The bidder and the contractor who commit infractions are subject to the administrative sanctions provided for in art. 156 of Federal Law No. 14,133 of 2021, without prejudice to any criminal implications under the terms of Chapter II-B of Title XI of the Penal Code.

20. BUDGET ADEQUACY 20.1. Expenses

arising from this contract will be covered by specific resources allocated in the Municipality's General Budget.

There is no mandatory budget allocation for the Price Registration Record.

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Estancia/SE, April 3, 2025.

Maria Roseane dos Santos
Technical Transport Advisor
Ordinance: 18/2025

JOÃO LUIZ ANDRADE DORIA
Municipal Secretary of Education Municipal
Decree No. 8,876/2025

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ANNEX II – ESTIMATED ANNUAL VALUE BY SECRETARIAT (MANAGER AND PARTICIPANTS):

SECRETARY	ESTIMATED ANNUAL VALUE
Municipal Department of Education	R\$ 1.200.152,35
Municipal Secretariat for the Environment and Sustainability	R\$ 100.000,00
Municipal Secretariat of Agriculture, Fisheries and Aquaculture	R\$ 200.000,00
Municipal Secretariat of Administration and Planning	R\$ 30.000,00
Municipal Social Assistance Fund	R\$300.000,00
SAAE	R\$240.000,00
Municipal Secretariat of Urban Services	R\$200.000,00
Municipal Secretariat for Social Defense and Citizenship	R\$ 60.000,00
Municipal Health Fund	R\$ 700.000,00
SMTT	R\$ 20.000,00
Municipal Secretariat of Infrastructure and Housing	R\$ 500.000,00
Total Estimated for Hiring (R\$):	R\$ 3.550.152,35

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ANNEX III – LIST OF THE SECRETARIES' FLEETS:

VEHICLE FLEET OF THE MUNICIPAL DEPARTMENT OF EDUCATION:

No	PLATE	TYPE/BRAND/MODEL TRUCK	AGAIN
1	IAM 9120	BODYWORK/VW/ 8150 DELIVERY DAILY TRUCK/ VAN/IVECO	2007
2	IAN 3160	BOX TRUCK REFRIGERATOR BOX TRUCK /	2007
3	QRJ 9A01	AGRALE PAS/ I/FIAT/ CRONOS DRIVE	2019
4	QKV 8958	1.3 PAS/ I/FIAT/ CRONOS DRIVE	2016
5	RQW8F41	1.3 PAS/ I/FIAT/ CRONOS DRIVE 1.3	2021
6	RQW8F34	MINIVAN/CHEVROLET/ SPIN 1.8L PREMIER	2021
7	RQW8F33	PAS/GOL/ VW/1.0 PAS/GOL/ VW/1.0 FORD/	2021
8	RQW5B23	RANGER/XLX 3.2	2021
9	QME 4435		2018
10	QME 4436		2018
11	OEO 6J94		2013
12	RRC8B22	S10	2023
13	OEN9826	MINIBUS/FIAT/DUCATO BUS/	2013
14	IAE 5A31	VW/INDUSCAR FOZ U BUS/VW/INDUSCAR	2008
15	IAE 4951	FOZ U BUS/VW/INDUSCAR FOZ U	2008
16	IAE 4991		2008
17	IAN 2102	MARCOPOLO/VOLARE/SCHOOL	2010
18	IAN 2132	MARCOPOLO/VOLARE/SCHOOL	2010
19	IAN 2092	MARCOPOLO/VOLARE/SCHOOL BUS/VW/	2010
20	QMF 7G02	NEOBUS	2019
21	RQW7F22	MARCOPOLO/VOLARE BUS/	2021
22	NVM 0563	VW/INDUSCAR FOZ U BUS/VW/INDUSCAR	2011
23	NVM 0F73	FOZ U BUS/VW/INDUSCAR FOZ U BUS/	2011
24	NVL 9693	GRANMIDI/SCHOOL BUS/VW/INDUSCAR	2011
25	QMA-1J33	FOZ U BUS/VW/BVDR BUS/VW/NEOBUS	2016
26	NVL 9G83	MINI SCHOOL	2011
27	QMG 2J83		2019
28	QMF 6D53		2019
29	QMP9B73	MARCOPOLO/VOLARE/SCHOOL 4X4	2021
30	RQW7F14	MARCOPOLO/FLYING	2021
31	RQW7F24	MARCOPOLO/VOLARE BUS/	2021
32	OEO3A85	MERCEDES GOODS/CAIO BUS/VW/	2013
33	OEP 9E55	INDUSCAR FOZ U BUS/VW/INDUSCAR	2013
34	OEP 9E15	FOZ U BUS/MERCEDES GOODS/CAIO	2013
35	OEO 3D45		2013
36	QMO6B46	MARCOPOLO/VOLARE/4X4 SCHOOL BUS/	2021
37	QMA1J37	GRANMIDI/SCHOOL BUS/MERCEDES	2016
38	QMC 1A07	BENS/CAIO	2016

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39	IAO 7407	BUS/VW/INDUSCAR FOZ U BUS/VW/	2009
40	NPA 5318	INDUSCAR FOZ U BUS/MERCEDES	2010
41	OZB 0688	Benz/CAIO BUS/ M BENZ CAIO LO	2013
42	RQX3C17	916.ORE BUS/ M BENZ CAIO LO 916.ORE	2022
43	RQX7E56	VW/NEOBUS 15+190 VW/NEOBUS 15+191	2022
44	RQX0I63	BUS/ M BENZ CAIO LO	2022
45	RQX0I11	916.ORE BUS/ M BENZ	2022
46	RQY1E56	CAIO LO 916.ORE	2022
47	RRC2F13		2022

VEHICLE FLEET OF THE MUNICIPAL ADMINISTRATION DEPARTMENT:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	IAH-0735	YAMAHA/ YBR 125K/MOTORCYCLE	2008
2	IAO-9B54	HONDA/ NXR150 BROS ES/MOTORCYCLE	2010

SMTT VEHICLE FLEET:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	IAM1G42	GM/ MONTANA CONQUEST (CARGO TRUCK)	2010

VEHICLE FLEET OF THE MUNICIPAL SECRETARIAT OF URBAN SERVICES:

No	PLATE	TYPE/BRAND/MODEL VW/VW/	AGAIN
1	QMG7331	17.190 CRM 4X2 4P /TRUCK VW/VW/9.170 DRC 4X2 /	2019/2020
2	QMF9343	BACKHOE TRUCK/MACHINE	2019/2020
3	XC870BR-1		2023/2023

VEHICLE FLEET OF THE MUNICIPAL INFRASTRUCTURE DEPARTMENT:

No	HERITAGE	TYPE/BRAND/MODEL	AGAIN
1	47721	XS123PDDBR Compactor Roller /MACHINE	2019/2019
2	47720	Motor Grader GR1803BR /MACHINE	2019/2019
3	49563	Rural Wheel Loader /MACHINE	2022/2022
4	48429	Wheel Loader LW300KV /MACHINE	2021/2021
5	43992	D150B Crawler Tractor /MACHINE	2011
6	44469	Motor Grader RG170B /MACHINE	2013
7	48090	Motor Grader RG140B /MACHINE	2020
8	43989	Wheel Loader W170 /MACHINE	2008
9	43991	Wheel Loader W130 /MACHINE	2011
10	43990	B90B Backhoe Loader /MACHINE	2011
11	47119	B95B Backhoe Loader /MACHINE	2018
12	47120	Motor Grader RG170B /MACHINE	2018

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13	48307	Dump Truck – RBT7D17	2020
14	48311	Flatbed Truck	2020
15	47499	Tank Truck 17.190 EE Agricultural Tractor 5403	2018
16	40259		

SAAE VEHICLE FLEET:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	QMI-6202	RENAULT/OROCH 1.6 CD	2019/2020
2	QMI-9002	RENAULT/OROCH 1.6 CD VW/	2019/2020
3	QMD-3836	SAVEIRO RB 1.6 CD VW/	2018/2019
4	QMD-3837	SAVEIRO RB 1.6 CD HYUNDAI/	2018/2019
5	SDA-5C33	HD 80 HONDA/ CG FAN	2023/2023
6	RQY-5B88	160	2022/2023

MUNICIPAL HEALTH FUND VEHICLE FLEET:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	NIV 4188	CELTIC	2010
2	RQY 3I41	CHRONOS	2022
3	LAMB 0493	FIESTA	2013
4	NVM 9596	LOGAN	2012
5	QMG-7075	SIENA	2019
6	RQY 3F52	CHRONOS	2022
7	RQX 5F86	CHRONOS	2022
8	GBO 6360	SPIN	2015
9	QMA 8941	FLORIN	2017
10	QMA 8982	FLORIN	2017
11	OZB 3103	FRONTIER	2014
12	QMD 8515	FLORIN	2018
13	QMG-9415	TORO	2019
14	QMG-6057	SPIN	2019
15	QMP 3G64	STREET	2021
16	QMP 5A95	STREET	2021
17	RQX 5F96	CHRONOS	2022
18	RQX 5E87	CHRONOS	2022
19	RRD 8E45	SPIN	2023
20	GBW8377	SPIN	2015
21	QMD 8516	FLORIN	2018
22	IAE 5745	MOBILE UNIT	2008
23	OZB 3062	FRONTIER	2014
24	OZB 3093	FRONTIER	2014
25	QMI 1201	MINIBUS	2019
26	ESX 0A63	BUS	2022
27	QMJ 1605	TORO	2020
28	OZB 3102	FRONTIER	2014
29	OZB 4914	FIESTA	2014

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30	QMA 8983	FLORIN	2017
31	QMB 2994	SIENA	2018
32	QMB 2996	SIENA	2018
33	QMG-7084	SIENA	2019
34	QMG-7082	SIENA	2019
35	QMP 5B03	STREET	2021
36	RRA 1C12	FLORIN	2022
37	RRG 5J46	FLORIN	2025
38	RRH 3C61	MASTER	2024

VEHICLE FLEET OF THE MUNICIPAL SECRETARIAT OF SOCIAL ASSISTANCE:

No	PLATE	TYPE/BRAND/MODEL VW/GOL	AGAIN
1	JAN 1842	1.6 FORD/FIESTA	2010/2010
2	OEM7F70	SEDAN1.6FLEX VW/NEOBUS TH OR	2012/2012
3	PBR8363	CITROEN/AIRCROSS	2019/2020
4	QMF1D14	STARTMT FIAT/SIENA 1.4 FIAT/SIENA	2018/2019
5	QMN8A69	1.4 I/FIAT CRONOS	2021/2021
6	QMN8A88	DRIVE 1.3	2021/2021
7	RRC7I82		2022/2023

VEHICLE FLEET OF THE MUNICIPAL SECRETARIAT OF AGRICULTURE, FISHING AND AQUACULTURE:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	RQX2C54	IVECO/TECTOR170E21 CARGO TRUCK	2022
2	KKP3H30	PASSENGER FIAT/UNO MILLER WAY ECON	2009
3	HZZ3E35	TRUCK NISSAN/FRONTIER 4x4 XE	2005
4	IAO9B84	MOTORCYCLE/BROS	2010
5	OEJ2D42	TRUCK / CARGO FORD	2011
6	ONK9538	HYUNDAI	2013

VEHICLE FLEET OF THE MUNICIPAL SECRETARIAT OF ENVIRONMENT AND SUSTAINABILITY:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	QMF 2793	Iveco/Daily Pickup Truck	2017
2	RRA 9B71	R Russian Trucks	2022
3	QKX 6816	Renault/Logan	2016
4	FFZ 4061	Chevrolet S10	2012

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VEHICLE FLEET OF THE MUNICIPAL SECRETARIAT OF SOCIAL DEFENSE AND CITIZENSHIP:

No	PLATE	TYPE/BRAND/MODEL	AGAIN
1	IAJ8C15	MMC/L200 OUTDOOR	2009
2	NVN 3H86	FIAT/ PALIO WEEK TREKKING	2012
3	SSN6G58	TOYOTA /YARIS SAXS15	2024/2024

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ANNEX IV – COMMERCIAL PROPOSAL MODEL

(mandatory forwarding, immediately after the bidding phase)

Company Name:

CNPJ:

Address:

Phone/Fax:

E-mail:

Bank: Agency:

Local/Data:

Current Account No.

....., registered with CNPJ no

..... through his/her legal representative, Mr./Ms.;

holder of ID no. and CPF no.

....., presents its Price Proposal for the execution of _____, in the following terms:

ITEM	OBJECT DESCRIPTION	ADMINISTRATION FEE

GLOBAL PRICE: R\$ (PRICE IN WORDS)

DEADLINE FOR EXECUTION OF THE OBJECT: (.....) months.

WE DECLARE that after obtaining all the information necessary for the perfect execution of the work that is the object of this bidding, we check, evaluate and review all items and quantities of the List of Materials contained in the Project attached to the Notice, to formulate our price proposal, in accordance with the provisions of the Notice.

WE DECLARE that the global price offered includes indirect expenses, computing all costs inherent to the object of the bid, such as: taxes, labor, social security, fiscal, commercial charges, fees, freight, insurance, personnel travel, any other fees, costs or charges that are or may be levied on the object and other services; and it is understood that the lack of manifestation will imply a declaration that all expenses have already been included;

Estancia-SE, ____ of ____ of ____

(Stamp and Signature of the Company's Legal Representative)

STATE OF SERGIPE

**BIDDING AND CONTRACTS SECTOR OF THE MUNICIPALITY OF ESTÂNCIA
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ANNEX V – PRICE REGISTRATION MINUTES No. ____/2025

On the day ____ of ____ of 2025, in the MUNICIPALITY OF ESTÂNCIA/SE, registered with CNPJ 13.097.050/0001-80, through the Municipal Department of Education, registered with CNPJ 13.097.050/0011-52 with headquarters at PÇ ____ No. 49200-000 – Estância-SE is hereby legally represented by _____, holder of CPF no. _____

POCKET

RESOLVES to register prices for possible acquisition in view of the presentation of the proposal(s) of company(ies) qualified below:

Supplier: _____ CNPJ: _____
Representative: _____
Telephone: (____) _____
E-mail: _____
Address: _____

Item: ____ Amount: ____ Unit: ____ Mark: ____ Model: ____ Registered Administrative Tax: ____%
Description: _____

The technical specifications contained in the aforementioned process, as well as all obligations and conditions described in the draft Price Registration Minutes and in the Price Proposal form part of this ARP, regardless of transcription.

The validity of this Price Registration Record is until ____/____/____, counting from the day ____/____/____.

Meeting the conditions set forth in the notice, the parties being subject to the rules contained in Federal Law No. 14,133, of April 1, 2021 and its amendments, and in accordance with the following provisions:

1. ABOUT THE OBJECT

1.1. The purpose of this Minutes is to register prices for the future and eventual acquisition of, specified in the item(s)..... of the Terms of Reference, attached to the Auction notice no./20..., which is an integral part of this Minute, as well as the winning proposal, regardless of transcription.

2. MANAGING BODY AND PARTICIPANTS

2.1. The managing body will be the Municipal Secretariat of

2.2. The following are participating bodies:

3. ADHESION TO THE PRICE REGISTRATION MINUTES

3.1. The price registration minutes, during their validity, may be used by any body or entity of the public administration that has not participated in the bidding process, with the consent of the managing body, provided that the advantage is duly justified and the conditions and rules established in the Federal Law No. 14,133/2021.

3.2. It will be up to the supplier benefiting from the Price Registration Record, in compliance with the conditions established therein, to choose by the acceptance or non-acceptance of the supply, provided that this supply does not prejudice the obligations previously assumed with the managing body and participating bodies.

STATE OF SERGIPE

**BIDDING AND CONTRACTS SECTOR OF THE MUNICIPALITY OF ESTÂNCIA
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3.3. The additional acquisitions or contracts referred to in this item may not exceed, per body or entity, **fifty percent** of the quantities of the items in the call for bids and recorded in the price registration minutes for the managing body and participating bodies.

3.4. Adhesion to the price registration record is limited, in total, to **twice the quantity** of each item registered in the price registration record for the managing body and participating bodies, regardless of the number of non-participating bodies that eventually adhere.

3.5. The non-participating body that adheres to the minutes is responsible for the acts related to the collection of compliance by the supplier with the obligations contractually assumed and the application, observing the full defense and the adversarial system, of any penalties arising from the non-compliance with contractual clauses, in relation to its own contracts, reporting the occurrences to the managing body.

3.6. After authorization from the managing body, the non-participating body must complete the requested contract within ninety days, observing the validity period of the Price Registration Record.

3.6.1. The managing body shall be responsible for authorizing, exceptionally and justifiably, the extension of the deadline for the effective execution of the contract, respecting the validity period of the minutes, provided that this is requested by the non-participating body.

4. VALIDITY OF THE MINUTES

4.1. The validity of the Price Registration Minutes will be **01 (one) year**, extendable for the same period, in accordance with art. 84 of Federal Law No. 14,133/2021, counted from the date of its signature.

4.2. The contract resulting from the price registration record will have its validity established in the contractual instrument itself and will observe at the time of contracting and each financial year the availability of budgetary credits, as well as the forecast in the multi-year plan, when it exceeds 1 (one) financial year.

4.3. When formalizing the contract or substitute instrument, the availability of the respective budgetary credits must be indicated.

4.4. The contractual instrument referred to in item 5.2 must be signed within the validity period of the registration certificate.
prices.

5. REVIEW AND CANCELLATION 5.1.

REVIEW OF REGISTERED PRICES

5.1.1. Registered prices may be changed or updated as a result of any reduction in market prices or any event that increases the cost of registered goods, works or services, in the following situations:

a) In the event of force majeure, unforeseeable circumstances or acts of the prince or as a result of unforeseeable or foreseeable facts with incalculable consequences, which make it impossible to execute the minutes as agreed, in accordance with item "d" of section II of the caput of art. 124 of Federal Law No. 14,133, of 2021; **b)** In the event of the creation, alteration or extinction of any taxes or legal charges or the supervening of legal provisions, with proven repercussions on registered prices; **c)** In the event that the notice or direct contracting notice provides for a readjustment or renegotiation clause on registered prices, in accordance with Federal Law No. 14,133 of 2021.

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5.2. CANCELLATION OF REGISTERED PRICES

5.2.1. The supplier's registration will be cancelled by the manager when the supplier:

- a) Failure to comply with the conditions of the price registration minutes, without justified reason;
- b) Failure to withdraw the commitment note, or equivalent instrument, within the period established by the Administration without reasonable justification;
- c) Not agreeing to keep your price registered, in the event of no proof of the existence of a supervening fact that make the registered price unfeasible; or
- d) Suffer a sanction provided for in items III or IV of the caput of art. 156 of Federal Law No. 14,133, of 2021.

5.2.2. The cancellation of registrations in the cases provided for in item 6.2.1 will be formalized by order of the body or the managing entity, guaranteeing the principles of adversarial proceedings and full defense.

5.2.3. In the event of cancellation of the supplier's registration, the managing body or entity may summon the bidders that make up the reserve list, observing the classification order.

5.2.4. The cancellation of registered prices may be carried out by the manager, in a specific registration record. prices, in whole or in part, in the following cases, provided that they are duly proven and justified:

- a) For reasons of public interest; b) At the request of the supplier, resulting from unforeseeable circumstances or force majeure;
- or c) If negotiations are unsuccessful, in cases where the market price becomes higher or lower than the registered price.

6. PENALTIES

6.1. Failure to comply with the Price Registration Minutes will result in the application of the penalties established in the Notice.

6.2. It is the responsibility of the managing body to apply penalties resulting from non-compliance with the agreement. in this price registration record (art. 155, of Federal Law No. 14,133/2021), except in cases where the non-compliance concerns the contracts of the participating bodies, in which case it will be up to the respective body participant the application of the penalty.

6.3. The participating body must communicate any occurrences to the managing body, given the need to establishment of procedures to cancel the supplier's registration.

7. GENERAL CONDITIONS

7.1. The general conditions of supply, such as the deadlines for delivery and receipt of the object, the obligations of the Administration and the registered supplier, penalties and other conditions of the adjustment are defined in the Term of Reference, ANNEX TO THE NOTICE.

7.2. For the firmness and validity of the agreement, this Minutes was drawn up in (...) copies of equal content, which, read and found to be in order, it will be signed by the parties and a copy will be sent to the other participating bodies.

Estancia(SE), ___ of _____ of _____.

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BIDDING AND CONTRACTS SECTOR OF THE MUNICIPALITY OF ESTÂNCIA
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XXXXXXXXXX

MAYOR

XXXXXXXXXX

Managing Body

XXXXX

ENTERPRISE

STATE OF SERGIPE

**BIDDING AND CONTRACTS SECTOR OF THE MUNICIPALITY OF ESTÂNCIA
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ANNEX VI – DRAFT CONTRACT TERMS

SERVICE PROVISION CONTRACT TERMS

OF _____, SIGNED BETWEEN THE **MUNICIPALITY OF ESTÂNCIA/SE**, THROUGH THE **SECRETARIAT MUNICIPAL OF** _____ AND THE COMPANY _____, UNDER THE TERMS OF THE BIDDING PROCESS, AUCTION ELECTRONIC – SRP No. ___/_____/ADM.

THE MUNICIPALITY OF ESTÂNCIA, a legal entity under Internal Public Law of the State of Sergipe, duly registered with the CNPJ No. 13,097,050/0001-80, with headquarters located at Praça Barão do Rio Branco, No. 76, Centro, Estância/SE, CEP 49200-000, through its legal representative, the Mayor SSP/SE, _____, C.P.F n.º _____ is the RG of n.º _____ resident and domiciled at Rua _____, through the **MUNICIPAL SECRETARY OF** _____, in this act represented by the Secretary, Mrs. resident and _____, C.P.F n.º _____ e RG n.º _____, domiciled at Rua _____, hereinafter referred to as **CONTRACTOR**, and on the other side the company _____, registered with CNPJ no. _____, headquartered in Rua _____, in this act represented by _____, registered with CPF no. _____ e RG n.º _____, resident and domiciled at Rua _____, hereinafter referred to as **CONTRACTOR**, in compliance with the provisions of Law No. 14,133, of April 1, 2021, and other applicable legislation, resolve to enter into this Contract Term, resulting from the *Electronic Auction no. .../...*, under the following clauses and conditions stated.

CLAUSE ONE – LEGAL BASIS

1.1. This contract is based on Art. ____ of Law No. 14,133/2021 and is governed by the provisions contained in Article 92 of the aforementioned Legal Diploma (**Law on Public Tenders and Administrative Contracts**) and is linked to the Auction Electronic No. **XX/20XX**.

CLAUSE TWO – PURPOSE

2.1. The purpose of this instrument is the contracting of services of _____, under the conditions established in Terms of Reference.

2.2. Purpose of the contract:

ITEM	SPECIFICATIONS	ADMINISTRATION FEE LEGAL COUNCIL
01		

2.3. This contract is binding, regardless of transcription:

- a) The Terms of Reference;
- b) The Bidding Notice;
- c) The contractor's Proposal;
- d) Any attachments to the aforementioned documents.

CLAUSE THREE – TERM AND CONTRACTUAL CHANGES

3.1. The term of the contract is _____ counted from _____, and may be extended in accordance with the provisions contained in art. 105 of Law No. 14,133/2021.

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3.2. The contract may be changed, with due justification, to better adapt to the needs of the **Municipal Secretariat of _____**, observing the provisions of article 124 of Law No. 14,133/2021.

3.3. THE CONTRACTOR will be formally summoned to sign the contractual instrument, which must be signed by its legal representative, as established in its articles of association, observing for this purpose **the period of 05 (five) business days**.

3.4. The call period may be extended once, for the same period, when requested by the service provider, during its course and provided that there is a justified reason accepted by the **Municipal Secretariat of _____**.

3.5. When signing the contractual instrument and/or withdrawing the expense commitment note and when making payment, the presentation of updated certificates and proof of the qualification conditions set out in Law No. 14,133/2021 may be required, which must be maintained by the contractor during the term of the contract.
contractual instrument.

3.6. Any extension of the term must be justified in writing and previously authorized by the competent authority to enter into the contract and by means of an addendum.

CLAUSE FOUR – CONTRACTUAL EXECUTION AND MANAGEMENT MODELS (art. 92, IV, VII and XVIII)

4.1. The contract execution regime, the management and execution models, as well as the deadlines and conditions for completion, delivery, observation and receipt of the object are set out in the Terms of Reference, attached to this Contract.

CLAUSE FIVE – MEASUREMENT AND PAYMENT CRITERIA (art. 92, V and VI)

5.1. The products will be received definitively after approval by the Warehouse and Contract/Service Inspector.

5.2. Payment will be made by bank order, to be credited to the bank, branch and current account indicated by the contractor.

5.2.1. The date of payment will be considered the day on which the bank order for payment is issued.

5.3. Payment will be made within a maximum period of 30 (thirty) days, counting from the receipt of the Invoice/Bill.

5.3.1. The receipt of the invoice or bill is considered to have occurred when the contracting body certifies the execution of the object of the contract.

5.4. The issuance of the Tax Invoice/Bill will be preceded by the final receipt of the object of the contract, as provided for in this instrument and/or in the Terms of Reference.

5.5. When there is partial gloss of the object, the contracting party must notify the company so that it can issue the invoice or invoice with the exact amount dimensioned.

5.6. The department responsible for making the payment must verify whether the Invoice or Bill presented expresses the necessary and essential elements of the document, such as:

a) the validity period; b)
the date of issue;

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c) details of the contract and the contracting body; d) the respective period of execution of the contract; e) the amount to be paid; and f) any highlighting of the amount of applicable tax withholdings.

5.7. If there is an error in the presentation of the Invoice/Bill, or circumstances that prevent the settlement of the expense, payment will be suspended until the contractor takes corrective measures. In this case, the payment period will begin after proof of regularization of the situation, without incurring any burden for the contractor;

5.8. The Tax Invoice or Bill must be accompanied by proof of tax regularity, tax and labor.

5.9. The Administration must: a) verify the maintenance of the qualification conditions required in the notice; b) identify possible reasons that prevent participation in the bidding process, within the scope of the body or entity, prohibition of contracting with the Public Authority, as well as indirect impediments.

5.10. If the contractor is found to be in an irregular situation, he/she will be notified in writing so that he/she can regularize his/her situation within 5 (five) business days or present his/her defense within the same period. The period may be extended once, for the same period, at the discretion of the contractor.

5.11. If there is no regularization or if the defense is considered unfounded, the contractor must inform the bodies responsible for monitoring tax regularity regarding the contractor's default, as well as the existence of payment to be made, so that the pertinent and necessary means can be activated to guarantee the payment.
receipt of your credits.

5.12. If the irregularity persists, the contractor must adopt the necessary measures to terminate the contract in the corresponding administrative proceedings, ensuring the contractor full defense.

5.13. If the object is effectively executed, payments will be made normally, until a decision is made to termination of the contract.

5.14. Payment term: payment will be made within a maximum period of up to ten business days, counted from the completion of the settlement of the expense, as per the previous section, in accordance with SEGES/ME Normative Instruction No. 77, of 2022.

5.15. In the event of delay by the Contractor, the amounts owed to the contractor will be monetarily updated between the end of the payment term and the date of effective payment, by applying the IPCA (Broad National Consumer Price Index) - IBGE monetary correction index.

5.16. Payment method: payment will be made by bank order, to be credited to the bank, branch and current account indicated by the contractor.

5.17. The date of payment will be considered the day on which the bank order for payment is issued.

5.18. Upon payment, tax withholding as provided for in applicable legislation will be carried out.

5.19. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established in current legislation will be withheld at source when payment is made.

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5.20. The contractor who regularly opts for the Simples Nacional, under the terms of Complementary Law No. 123, of 2006, will not suffer tax withholding on taxes and contributions covered by this regime. However, payment will be subject to the presentation of proof, by means of an official document, that the person is entitled to the favorable tax treatment provided for in the aforementioned Complementary Law.

5.21. The adjustment will be carried out by means of an apostille.

CLAUSE SIX – BUDGET ALLOCATION (art. 92, VIII)

6.1. Payment under this contract shall be made using the budget allocation specified below:

Unit Budgetary	Programmatic Function	Project Activity	Source of Resource	Element of Expense	Subelemento	Balance Budgetary

6.2. The allocation for subsequent financial years will be indicated after approval of the respective Budget Law and release of the corresponding credits, by means of an apostille.

CLAUSE SEVEN – WITHHOLDINGS 7.1. The

taxes due in accordance with current legislation will be withheld from the total amount contracted for the provision of the service.

CLAUSE EIGHT – CONTRACTOR'S OBLIGATIONS (art. 92, X, XI and XIV)

8.1. Provide services within the deadlines set out in the Terms of Reference;

8.2. Maintain the conditions established in the provision of Maintenance and Technical Support services during the contractual term, also implementing an exclusive *call center* service to respond, via the 0800 system, without restrictions for cell phones, to the demands of the Bodies/Entities consenting to the contract;

8.3. Organize the execution of the Project in terms of operational definition, monitoring of activities and allocation of the duly qualified team;

8.4. Provide technical documentation of the solution recorded on CD-ROM or DVD-ROM media;

8.5. Communicate to the CONTRACTING PARTY, in writing, when verifying inadequate conditions for the execution of the service or the imminence of facts that may harm the perfect provision of the service, presenting justifying reasons, which will be subject to assessment by the CONTRACTING PARTY;

8.6. Replace, whenever required by the CONTRACTING PARTY and regardless of any justification on its part, any employee or agent whose performance, permanence or behavior is deemed harmful, inconvenient or unsatisfactory to the discipline of the department or to the interests of the public service;

8.7. Present the tax collection documents in accordance with the terms established in the contract;

8.8. Maintain, throughout the execution of the Contract, all the conditions of qualification and eligibility required in the Bidding;

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8.9. Be responsible for labor, social security, tax, and commercial expenses resulting from the execution of the Contract by its employees. The owners of the workshops are responsible for the expenses related to their subordinates.

8.10. Not to transfer to anyone else, in whole or in part, the Contract signed with the CONTRACTOR, without prior and express consent;

8.11. Not to enter into an association with another party, total or partial assignment or transfer, as well as merger, split or incorporation, without the prior and express consent of the CONTRACTING PARTY;

8.12. Accredite workshops in the municipalities listed in the annex to this term of reference;

8.13. In addition to accrediting the workshops listed in the annex to this basic project, the contractor must accredit others within the state of Sergipe, according to the needs that arise from the contracting bodies and entities during the period of contract execution;

8.14. THE CONTRACTOR shall offer, at no cost to the CONTRACTING PARTY, a personnel training program for all drivers and managers involved in the use of the System, including:

8.14.1. Registration operations, vehicle parameterization and credit limits;

8.14.2. Details of the procedures for using the Management and Reporting System;

8.14.3. Information regarding possible operational failures and the measures necessary to resolve them;

8.14.4. Practical application of the System.

8.15. It is the responsibility of the CONTRACTOR, at no cost to the CONTRACTING PARTY, to ensure that all accredited establishments are properly equipped, with trained employees, to carry out all necessary transactions with the CONTRACTING PARTY;

8.16. Appoint 01 (one) legal representative, dedicated exclusively to the relationship with the CONTRACTORS;

8.17. The prices charged by the establishments accredited by the contractor must not exceed, in relation to the services, the prices established in the notice and, in the acquisition of parts, the prices defined by AUDATEX/MOLICAR/SUIV/ÓRION or by any of the Systems of the Assembler Tables, respecting the cash price.

8.18. Respond, within a maximum period of 24 (twenty-four) hours, to any and all requests received from the Contracting Party and/or the Municipal Secretariat of Administration and Planning.

8.19. Be responsible for obtaining Permits, Licenses or any other Authorization Terms that are necessary for the execution of the Contract;

8.20. Faithfully execute the contracted object and the stipulated deadline;

8.21. Repair, correct, remove or replace, at its own expense, in whole or in part, the object of the Contract in which defects, faults or inaccuracies are found, during the term of the guarantee given, stipulated in the proposal of the

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Contractor;

8.22. Bear the expenses arising from any infraction or crime, whatever it may be, when committed by an employee and related to the execution of the service provided to the City Hall, especially when it involves the name and/or image of the employee or any of its employees or user authorities;

8.23. Maintain, throughout the execution of the contract, the qualification requirements or conditions determined in the bidding procedure that gave rise to this Contract, under penalty of its termination and application of the penalties provided for herein.

8.24. Solve any potential problems pertinent to or related to the delivery of contracted products, at no cost to the Management Secretariat, provided that they are the responsibility of the contractor;

CLAUSE NINE – CONTRACTOR’S OBLIGATIONS 9.1. Appoint

and highlight a team, composed of employees who have knowledge of the business and the target perimeters of the project;

9.2 Specify and establish standards and guidelines for the execution of the services contracted herein, defining the priorities and rules for serving locations and users, as well as the deadlines and stages for fulfilling obligations;

9.3 Redefine the project deadline and/or schedule together with the CONTRACTOR, if any strategic situation impacts the activities.

9.4. Make the payment under the agreed conditions and price.

9.5. Provide the Contractor with all the conditions necessary for full compliance with the obligations arising from the Contract;

9.6. Monitor and supervise the execution of the Contract, recording all occurrences in a specific register;

9.7. Communicate to the Contractor any and all occurrences related to the delivery of products, taking action in cases that require preventive and corrective measures.

9.8. Provide the necessary means to carry out the activities developed as related in the Object;

9.9. Make payments to the Contractor, in the manner and within the established deadlines;

9.10. Attest to the tax document sent by the Contractor regarding the object;

9.11. Reject, with justification, in whole or in part, products delivered in disagreement;

9.12. Notify the Contractor, in writing, of any imperfections observed during the execution of the object, setting a deadline for their correction;

9.13. Provide information and clarifications that may be formally requested by the Contractor;

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9.14. Apply to the Contractor the regulatory and contractual penalties provided for in this Term of Reference, contractual instrument and in the relevant legislation;

CLAUSE TEN – OBLIGATIONS PERTINENT TO THE LGPD

10.1. The parties must comply with [Law No. 13,709, of August 14, 2018 \(LGPD\)](#), regarding all personal data to which they have access due to the competition or the administrative contract that may eventually be signed, from the presentation of the proposal in the bidding process, regardless of any declaration or express acceptance.

10.2. The data obtained may only be used for the purposes that justified their access and in accordance with good faith and the principles of [art. 6th of the LGPD](#).

10.3. Sharing data obtained with third parties outside of the circumstances permitted by law is prohibited.

10.4. The Administration must be informed within 5 (five) business days of all sub-operation contracts signed or to be signed by the Contractor.

10.5. Once the data processing has been completed under the [terms of art. 15 of the LGPD](#), It is the contractor's duty to eliminate them, with the exception of the cases set out in [art. 16 of the LGPD](#), including those in which there is a need to keep documentation for the purpose of proving compliance with legal or contractual obligations and only until such obligations have expired.

10.6. It is the contractor's duty to guide and train its employees on the duties, requirements and responsibilities arising from the LGPD.

10.7. The Contractor shall require sub-operators and subcontractors to comply with the duties of this clause, remaining fully responsible for ensuring their observance.

10.8. The Contractor may take steps to verify compliance with this clause, and the Contractor must promptly respond to any requests for proof made.

10.9. The Contractor must provide, within the period set by the Contracting Party, which may be extended on a justifiable basis, any information about personal data in order to comply with the LGPD, including any disposal carried out.

10.10. Databases created from administrative contracts, particularly those that aim to store personal data, must be kept in a controlled virtual environment, with a traceable individual record of the processing carried out ([LGPD, art. 37](#)), with each access, date, time and [record of the purpose](#), for the purpose of accountability, in the event of any omissions, deviations or abuses.

10.10.1. The aforementioned databases must be developed in an interoperable format, in order to guarantee the reuse of such data by the Administration in the cases provided for in the LGPD.

10.11. The contract is subject to change in the procedures relevant to the processing of personal data, when indicated by the competent authority, in particular the ANPD through technical opinions or recommendations, edited in the form of the LGPD.

10.12. The contracts and agreements referred to in [§ 1 of art. 26 of the LGPD](#) must be communicated to the national authority.

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CLAUSE ELEVEN – ADMINISTRATIVE INFRACTIONS AND SANCTIONS (art. 92, XIV)

11.1. Commits an administrative infraction, under [Law No. 14,133 of 2021](#), the contractor who:

- a) causes partial non-performance of the contract;
- b) causes partial non-performance of the contract that causes serious damage to the Administration or to the functioning of public services or to the collective interest;
- c) causes the total non-performance of the contract;
- d) failure to submit the documentation required for the competition;
- e) not maintain the proposal, except as a result of a duly justified supervening fact;
- f) not entering into the contract or not submitting the documentation required for the contract, when called upon within the validity period of the proposal;
- g) lead to the delay in the execution or delivery of the object of the contract without justified reason;
- h) submit a false statement or documentation required for the contest or provide a false statement during the electronic waiver or execution of the contract;
- i) defraud the contract or commit a fraudulent act in the execution of the contract;
- j) behave in an inappropriate manner or commit fraud of any nature;
- k) commit unlawful acts with a view to frustrating the objectives of the contract;
- l) commit a harmful act provided for in art. 5th of Law No. 12,846, of August 1, 2013.

11.2. The following sanctions will be applied to those responsible for the administrative infractions described above:

- a) **Warning**, when the Contractor causes partial non-performance of the contract, whenever the imposition of a more severe penalty is not justified (art. 156, §2, of the Law);
- b) **Prohibition from bidding and contracting**, when the conduct described in items b, c, d, e, f and g of the subitem above of this Contract is practiced, whenever the imposition of a more severe penalty is not justified (art. 156, §4, of the Law);
- c) **Declaration of unsuitability to bid and contract**, when the conduct described in items h, i, j, k and l of the subitem above of this Contract, as well as in items b, c, d, e, f and g, which justify the imposition of a more severe penalty (art. 156, §5, of the Law);
- d) **Fine:**
 - (1) **Moratorium**, for the infractions described in item "d", of **0.5% (zero point five percent)** per day of unjustified delay on the value of the unpaid installment, up to a limit of **30 (thirty) days**;
 - (2) **Compensatory**, for the infractions described in items "e" to "h", from **10% (ten percent) to 30% (thirty percent)** of the contract value;

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(3) Compensatory, for total non-performance of the contract provided for in item "c", from **25% (twenty-five percent)** to **30% (thirty percent)** of the contract value;

(4) Compensatory, for the infraction described in item "b", from **20% (twenty percent)** to **25% (twenty-five percent)** of the value of the contract;

(5) Compensatory, in replacement of the late payment fine for the infraction described above in item "d", **10% (ten percent)** to **20% (twenty percent)** of the contract value;

(6) Compensatory, for the infraction described above in item "a", from **5% (five percent)** to **10% (ten percent)** of the value of the contract;

11.3. The application of the sanctions provided for in this Agreement does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Contractor; (art. 156, §9)

11.4. All sanctions provided for in this Agreement may be applied cumulatively with the fine; (art. 156, §7).

11.4.1. Before the fine is applied, the interested party shall be given the right to present a defense within 15 (fifteen) business days, counting from the date of notification; (art. 157)

11.4.2. If the fine applied and the applicable compensation are higher than the amount of payment eventually due by the Contractor to the Contractor, in addition to the loss of this amount, the difference will be discounted from the guarantee provided or will be collected in court; (art. 156, §8°).

11.4.3. Prior to referral for judicial collection, the fine may be collected administratively within a maximum period of **30 (thirty) calendar days**, counting from the date of receipt of the communication sent by the authority competent.

11.5. The application of sanctions will be carried out in an administrative process that ensures the adversarial system and full defense to the Contractor, observing the procedure provided for in the caput and paragraphs of art. 158 of Law No. 14,133 of 2021, for the penalties of prohibition from bidding and contracting and declaration of unsuitability to bid or contract.

11.6. When applying sanctions, the following will be considered (art. 156, §1):

a) the nature and gravity of the offence committed;

b) the peculiarities of the specific case;

c) aggravating or mitigating circumstances;

d) any damages arising therefrom for the Contractor;

e) the implementation or improvement of an integrity program, in accordance with the standards and guidelines of the regulatory bodies control.

11.7. Acts defined as administrative infractions in Law No. 14,133 of 2021, or in other laws on public procurement and contracts that are also classified as harmful acts in Law No. 12,846 of 2013, will be investigated and judged jointly, in the same proceedings, observing the procedural rules and competent authority defined in said Law; (art. 159)

11.8. The legal personality of the Contractor may be disregarded whenever it is used with abuse of the right

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to facilitate, conceal or disguise the practice of the unlawful acts provided for in this Contract or to cause patrimonial confusion, and, in this case, all the effects of the sanctions applied to the legal entity will be extended to its administrators and partners with powers of administration, to the successor legal entity or to the company in the same sector with a relationship of coalition or control, in fact or in law, with the Contractor, observing, in all cases, the adversarial system, full defense and the obligation of prior legal analysis; (art. 160)

11.9. The Contractor must, within a maximum period of **15 (fifteen) business days**, counted from the date of application of the sanction, inform and keep updated the data related to the sanctions applied by it, for the purposes of publicity in the National Registry of Unfit and Suspended Companies (Ceis) and in the National Registry of Punished Companies (Cnep), established within the scope of the Federal Executive Branch. (Art. 161)

11.10. The sanctions of prohibition from bidding and contracting and declaration of unsuitability to bid or contract are subject to rehabilitation in accordance with art. 163 of Law No. 14,133/21.

CLAUSE TWELFTH – CONTRACT TERMINATION (art. 92, XIX)

12.1. The contract shall terminate upon expiry of the term stipulated therein, regardless of whether or not the obligations of both contracting parties have been fulfilled.

12.2. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the term set out therein, for any of the reasons provided for in article 137 of the NLLC, as well as amicably, ensuring the adversarial system and full defense.

12.2.1. In this case, articles 138 and 139 of the same Law also apply.

12.2.2. Any change in the company's corporate structure or purpose or structure will not give rise to termination if it does not restrict its ability to conclude the contract.

12.2.2.1. If the operation involves a change in the contracted legal entity, an addendum must be formalized for the subjective change.

12.3. The termination term, whenever possible, will be preceded by:

12.3.1. Balance of contractual events already fulfilled or partially fulfilled;

12.3.2. List of payments already made and still due;

12.3.3. Compensation and fines.

CLAUSE THIRTEENTH – CASES OF OMISSION (art. 92, III)

13.1. Omitted cases will be decided by the CONTRACTOR, according to the provisions contained in Law No. 14,133, of 2021 and other applicable federal regulations and, subsidiarily, according to the provisions contained in Law No. 8,078, of 1990 – Consumer Protection Code – and general rules and principles of contracts.

CLAUSE FOURTEENTH – CHANGES 14.1. Any

contractual changes will be governed by the provisions of arts. 124 et seq. of Law No. 14,133 of 2021.

14.2. THE CONTRACTOR is obliged to accept, under the same contractual conditions, any additions or deletions that may be necessary, up to the limit of 25% (twenty-five percent) of the initial updated value of the contract.

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14.3. The suppressions resulting from an agreement entered into between the contracting parties may exceed the limit of 25% (twenty-five percent) of the initial updated value of the contract term.

14.4. Records that do not constitute a change to the contract may be made by simple annotation, without the need to sign an addendum, in accordance with art. 136 of Law No. 14,133 of 2021.

CLAUSE FIFTEEN – PUBLICATION 15.1. It will be up

to the CONTRACTING PARTY to arrange for the publication of this instrument under the terms and conditions provided for in Law No. 14,133/21.

CLAUSE SIXTEENTH – JURISDICTION

16.1. The forum of the city of Estância/SE is elected, to the exclusion of any other, however privileged it may be, to resolve disputes arising from the execution of this Contract Term that cannot be resolved by conciliation, in accordance with art. 92, §1 of Law No. 14,133/21.

And, therefore, considering it fair and agreed, they sign this term in 03 (Three) copies of equal content, so that it can have legal effects.

Resort/SE, __ of _____ of 2025.

XXXXXXXXXXXXXXXXXXXXX

Mayor of Estancia/SE

Contractor

XXXXXXXXXXXXXXXXXXXXX

Municipal Secretary of XXXXXXXXXXXXXXXX

Contractor

XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXX

Hired

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WITNESS:

NAME: _____

CPF: _____

NAME: _____

CPF: _____

ANNEX VII – MODEL SERVICE ORDER NO. XXX/20XX

PROCESS DATA

Bidding:

Registration Minutes:

Contract No.:

Subject: Supply of

Contractor: Municipality of Estância

CNPJ: 13.097.050/0001-80

Contacts: xxxxxxxx@estancia.se.gov.br / 79 3522-XXXX

Fiscal:

Value:

CONTRACTOR DATA

Empresa: XXXXXXXXX

CNPJ: XXXXXXXXXX

Address: XXXXXXXXXXXXXXX

E-mail:

Telephone:

Responsible/Agent: XXXXXXXXX

According to the data in the epigraph, we order the start of services as described in the following table and date below.

ITEM	SERVICE DESCRIPTION	QTD	MONTHLY VALUE	SUBTOTAL
01				
02				
03				

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TOTAL	
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Estancia/SE, XX of XXXXXXXXXXXX of 202X.

REQUESTING SECRETARY

*Name of Legal Representative – Position
Decree*

CONTRACTED COMPANY

*Name of Legal Representative – Position
CPF n°*