



**STATE OF TOCANTINS
MUNICIPALITY OF PORTO NACIONAL
MUNICIPAL SECRETARY OF PURCHASES AND BIDDING**

ELECTRONIC BIDDING 008/2025 FMS

Administrative Process: PRODATA Nº 2025001053

GEP Process 2025/040386/042578

PREAMBLE

THE MUNICIPALITY OF PORTO NACIONAL, STATE OF TOCANTINS, through the **MUNICIPAL HEALTH FUND**, Public Fund of the Municipal Direct Administration, and the MUNICIPAL SECRETARY OF PURCHASES AND BIDDING, led by the official Auctioneer of the Municipality of Porto Nacional, **MAKES PUBLIC** that it will hold a bidding process in the **ELECTRONIC BIDDING** modality No. **008/2025 FMS**, via the Electronic Purchasing Management System, through the website **www.portaldecompraspublicas.com.br** in accordance with the provisions under Federal Law No. 14,133/2021, Municipal Decree No. 112, of March 31, 2023, as well as Federal Complementary Law No. 123/2006 amended by Complementary Law No. 147/2014, and Law No. 8,078/1990 - Consumer Protection Code (CDC) and other applicable legislation and its amendments. This bidding will be conducted by the Official Auctioneer and support team.

BIDDING TYPE: LOWEST OVERALL PRICE

SESSION DATE: 05/20/2025

SESSION TIME: 09:00 HOURS (Brasília time)

RECEIPT OF PROPOSALS:

START: 05/07/2025 at 08:00 hours

END: 05/20/2025 at 08:30 hours

1. ABOUT THE OBJECT

The purpose of this bidding process is to select the most advantageous proposal for **the ACQUISITION OF 150 KVA ELECTRICITY GENERATING EQUIPMENT FOR THE EMERGENCY CARE UNIT (UPA) OF THIS MUNICIPALITY, IN ACCORDANCE WITH THE QUANTITIES AND TECHNICAL SPECIFICATIONS STATED IN THE TERMS OF REFERENCE**, and other annexes, which form part of this Notice, regardless of transcription.

1.1 The bidding will be carried out according to the table contained in the Terms of Reference.

1.1.1 The judgment criterion adopted will be the **LOWEST OVERALL PRICE**, observing the requirements contained in this Notice and its Annexes regarding the object specifications.

1.2 The quantities specified in the specification in ANNEX II are estimates and may Administration does not hire the entirety of it.

2.0 JUSTIFICATION FOR HIRING

2.1 As per item 03 of Annex II Terms of Reference.

3.0 PARTICIPATION IN THE BIDDING PROCESS

3.1 Interested parties who are previously accredited in the Unified Supplier Registration System - SICAF and in the public procurement portal system **www.portaldecompraspublicas.com.br** may participate in this Auction.

3.1.1 Interested parties must meet the conditions required for registration with Sicafe by the third business day prior to the date scheduled for receipt of proposals.

3.2 The bidder is exclusively and formally responsible for the transactions carried out in his/her name, assuming 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

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body or entity promoting the bidding for any damages resulting from improper use of access credentials, even by third parties.

3.3 It is the responsibility of the registered person to check the accuracy of their registration data in the Systems listed 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 out of date.

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

3.5 Favorable treatment will be granted to micro and small businesses, to cooperative societies mentioned in article 16 of Law No. 14,133, of 2021, to family farmers, rural producers who are individuals and to individual microentrepreneurs - MEI, within the limits set forth in Complementary Law No. 123, of 2006 and Decree No. 8,538, of 2015.

3.6 The following may not participate in this tender:

3.6.1 Anyone who does not meet the conditions of this Notice and its annex(s);

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

3.6.3 Company, individually or in 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 supply of goods necessary for it; **3.6.4** Natural or legal person who is, at the time of the bidding process, unable to participate in the bidding process due to a sanction imposed on it;

3.6.5 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;

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

3.6.7 Individuals or legal entities that, in the 5 (five) years prior to the publication of the notice, have been convicted in court, with a final judgment, for exploiting child labor, for subjecting workers to conditions analogous to slavery or for hiring adolescents in cases prohibited by labor legislation;

3.6.8 Public agent of the bidding body or entity;

3.6.9 Legal entities grouped together in a consortium;

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

3.6.11 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 during or after exercising 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.

3.7 The impediment referred to in item 3.6.4 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.

3.8 At the discretion of the Administration and exclusively at its service, the author of the projects and the company referred to in items 3.6.2 and 3.6.3 may participate in supporting contracting planning, bidding execution or contract management activities, provided that they are under exclusive supervision of public agents of the body or entity.

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

3.10 The provisions of items 3.6.2 and 3.6.3 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.

3.11 In bidding and contracting 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, no natural or legal person may participate.

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legal entity that is part of the list of people sanctioned by these entities or that is declared unfit under the terms of Law No. 14,133/2021.

3.12 The prohibition set out in item 3.6.8 extends to third parties who assist in conducting the contracting process as members of a support team, specialized professional or employee or representative of a company providing technical advice.

4.0 SUBMISSION OF PROPOSAL AND QUALIFICATION DOCUMENTS

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

4.2 Bidders shall submit, exclusively through the electronic system, the proposal with the PROPOSED PRICE, in accordance with the judgment criteria adopted in this Notice, by the date and time established for the opening of the public session.

4.3 When registering the initial proposal, the bidder will declare, in the appropriate field of the system, that:

4.3.1 You are aware of and agree with the conditions contained in the notice and its annexes, as well as that the proposal presented includes the full costs for meeting 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 and that it fully complies with the qualification requirements defined in the call instrument;

4.3.2 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;

4.3.3 It 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;

4.3.4 Complies with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, as provided for by law and other specific regulations.

4.4 The bidder organized in a cooperative must also declare, in the appropriate field of the electronic system, that he/she complies with the requirements established in article 16 of Law No. 14,133 of 2021.

4.5 The supplier classified as a microenterprise, small business or cooperative society must also declare, in the appropriate field of the electronic system, that it meets the requirements established in article 3 of Complementary Law No. 123 of 2006, and is eligible to benefit from the favored treatment established in its articles 42 to 49, in compliance with the provisions of §§ 1 to 3 of art. 4 of Law No. 14,133 of 2021.

4.5.1 In the item exclusive to the participation of micro and small businesses, marking the "no" field will prevent the contest from continuing for that item;

4.5.2 In items where participation is not exclusive to microenterprises and small businesses, marking the "no" field will only produce the effect that the bidder will not be entitled to the favored treatment provided for in Complementary Law No. 123 of 2006, even if it is a microenterprise, small business or cooperative society.

4.6 Any false statement referred to in items 4.3 or 4.5 will subject the bidder to the sanctions provided for in Law No. 14,133 of 2021 and in this Notice.

4.7 There will be no ranking order in the stage of submission of the proposal and qualification documents by the bidder, which will only occur after the procedures for opening the public session and the bid submission phase.

4.8 As long as the functionality is made available in the system, the bidder may parameterize its minimum final value when registering the proposal and must comply with the following rules:

4.8.1 The application of the minimum range of difference in values between bids, which will apply both to intermediate bids and to the bid that covers the best offer; and

4.8.2 Bids will be sent automatically by the system, respecting the minimum final value, if established, and the range referred to in the subitem above.

4.9 The minimum final value parameterized in the system may be changed by the supplier during the dispute phase, and the following is prohibited:

4.9.1 Value higher than the bid already registered by the supplier in the system, when the lowest price judgment criterion is adopted;

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4.10 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.

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

4.12 Bidders shall submit the proposal with the description of the object offered and the price EXCLUSIVELY through the electronic system, up until the date and time established for the opening of the public session, when the proposal submission stage will automatically end.

4.13 The presentation of qualification documents will only be required by the winning bidder, except when the qualification phase precedes the judgment phase, in accordance with art. 63, item II of law 14,133/2021.

4.14 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 closed.

5. COMPLETING THE PROPOSAL

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

5.0.1 Unit value or item discount;

5.0.2 Brand/Manufacturer;

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

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

5.2 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.

5.3 The prices 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 pretext.

5.4 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.

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

5.6 In this bidding process, Microenterprises and Small Businesses may benefit from the Simples Nacional taxation regime.

5.7 The submission of proposals implies mandatory compliance with the provisions contained therein, in accordance with the provisions of 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 supply the necessary materials, equipment, tools and utensils, in quantities and qualities appropriate for the perfect execution of the contract, promoting, when required, their replacement.

5.7.1 The validity period of the proposal will not be less than **90 (ninety)** days, counting from the date of its submission.

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

5.7.3 If the judging criterion is the highest discount, the price resulting from the application of the discount offered must respect the maximum prices set out in the notice.

5.8 Failure by the Administration to comply with the above-mentioned rules on the part of contractors may result in liability by the Federal and/or State Audit Court and, after due legal process, may result in the following consequences: the signing of a deadline for the adoption of the measures necessary for the exact compliance with the law, in accordance with article 71, item IX, of the Constitution; or the conviction of the responsible public agents and the contractor to pay for losses to the public treasury, if overbilling due to overpricing is verified in the execution of the contract.

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6. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF BIDS

6.0 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.

6.1 Bidders may withdraw or replace the proposal or qualification documents, where applicable, previously entered into the system, up until the time stipulated in the system.

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

6.3 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.

6.4 The bid must be offered at the **LOWEST OVERALL PRICE**.

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

6.6 The bidder may only offer a bid of a value lower than the last one offered by him and registered by the system.

6.7 The minimum range of difference in values or percentages between bids, which will apply to both intermediate bids and the proposal that covers the best offer, must be indicated by the auctioneer at the time of registration in the system.

6.8 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.

6.9 The procedure will follow according to the **OPEN** dispute mode.

6.10 When submitting bids in the electronic auction in the "open" bidding mode, bidders will submit public and successive bids, with extensions.

6.10.1 The bidding stage of the public session will last ten minutes and, after that, will be automatically extended by the system if there is a bid offered in the last two minutes of the public session duration.

6.10.2 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 intermediate bids.

6.10.3 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.

6.10.4 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.

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

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

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

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

6.14 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.

6.15 If the Auctioneer's electronic system is disconnected for more than ten minutes, the public session will be suspended and will only restart after the Auctioneer has given express notice to the participants in the event, published on <http://www.portaldecompraspublicas.com.br>, when the date and time for its reopening will be announced. It will only restart after twenty-four hours have passed since the Auctioneer communicated the fact to the participants on the website used for the announcement.

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



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6.17 Regarding items that are not exclusive to the participation of microenterprises and small businesses, once the bidding stage is over, the size of the business entity will be automatically verified by the Federal Revenue Service. The system will identify the participating microenterprises and small businesses in a specific column, and compare them with the

values of the first placed company, if this is a larger company, as well as of 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.

6.17.1 Under these conditions, proposals from micro 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 placed bidder.

6.17.2 The best-placed bidder under the terms of the previous subitem will have the right to submit a final bid to break the tie, which must be for a lower value than the bidder in first place, within a period of 5 (five) minutes controlled by the system, counted after the automatic notification to do so.

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

6.17.4 In the event of equivalence of the values presented by micro-enterprises and small businesses that fall 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.

6.18 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.

6.18.1 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:

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

6.18.1.2 Assessment of the prior contractual performance of bidders, for which registration records should preferably be used to attest to compliance with obligations provided for in this Law;

6.18.1.3 Development by the bidder of actions for equity between men and women in the workplace, in accordance with the regulations;

6.18.1.4 Development by the bidder of an integrity program, in accordance with the guidelines of the control bodies.

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

6.18.2.1 Companies established in the territory of the State or Federal District of the bidding body or entity of the state or district Public Administration or, in the case of a bidding process carried out by a body or entity of a Municipality, in the territory of the State in which it is located;

6.18.2.2 Brazilian companies;

6.18.2.3 Companies that invest in research and technology development in the country;

6.18.2.4 Companies that demonstrate mitigation practices, in accordance with Law No. 12,187 of December 29, 2009.

6.19 Once the bid submission stage of the public session has ended, if the first-place bidder's proposal remains above the maximum price or below the discount defined for the contract, the auctioneer may negotiate more advantageous conditions, after the result of the judgment has been defined.

6.19.1 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.

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

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

6.19.4 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

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if applicable, of the complementary documents, when necessary to confirm those required in this Notice and already presented.

6.19.5 The established deadline may be extended by the Auctioneer upon written and justified request from the bidder, made before the deadline ends and formally accepted by the Auctioneer.

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

7. JUDGMENT PHASE

7.0 Once the negotiation stage is concluded, the auctioneer will verify whether the bidder provisionally classified in first place 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 3.6 of the notice, especially regarding the existence of a sanction that prevents participation in the event or future contracting, by consulting the following records:

7.0.1 SICAF;

7.0.2 National Registry of Unfit and Suspended Companies - CEIS, maintained by the Comptroller General of the Union (<https://www.portaltransparencia.gov.br/sancoes/ceis>); and **7.0.3** National Registry of Punished Companies - CNEP, maintained by the Comptroller General of the Union (<https://www.portaltransparencia.gov.br/sancoes/cnep>).

7.1 Consultation of the records will be carried out in the name of the bidding company and also of its majority shareholder, by virtue of the prohibition set out in article 12 of Law No. 8,429 of 1992.

7.2 If the bidder's Status Inquiry indicates the existence of Indirect Impeding Occurrences, the Auctioneer will take steps to verify whether there was fraud on the part of the companies indicated in the Indirect Impeding Occurrences Report. (IN nº 3/2018, art. 29, caput)

7.2.1 The attempted fraud will be verified through corporate ties, similar supply lines, among others. (IN nº 3/2018, art. 29, §1º).

7.2.2 The bidder will be called to make a statement prior to any possible disqualification. (IN No. 3/2018, art. 29, §2).

7.2.3 If the existence of a sanction is confirmed, the bidder will be deemed ineligible due to lack of conditions for participation.

7.3 If the bidder provisionally ranked in first place has used any treatment favored by ME/EPPs, the auctioneer will verify whether he is entitled to the benefit, in accordance with items 3.5 and 4.5 of this notice.

7.4 Once the conditions for participation and use of the favored treatment have been verified, the auctioneer will examine the proposal classified in first place 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.

7.5 The winning proposal will be disqualified if: **7.5.1** Contains irremediable defects;

7.5.2 Failure to comply with the technical specifications contained in the Terms of Reference;

7.5.3 Present unfeasible prices or remain above the maximum price defined for the contract;

7.5.4 Their feasibility has not been demonstrated, when required by the Administration;

7.5.5 Present non-compliance with any other requirements of this Notice or its annexes, provided that it is irremediable.

7.6 In the case of goods and services in general, values lower than 50% (fifty percent) of the value budgeted by the Administration are an indication that the proposals are unfeasible.

7.6.1 Unenforceability, in the case referred to in the **caput**, will only be considered after due diligence by the auctioneer, which proves:

7.6.1.1 That the bidder's cost exceeds the bid value; and

7.6.1.2 There are no opportunity costs capable of justifying the size of the offer.

7.7 If there are signs that the price proposal is unfeasible, or if additional clarifications are needed, steps may be taken so that the company can prove the feasibility of the proposal.

7.8 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,

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with the respective values appropriate to the final value of your proposal, under penalty of non-acceptance of the proposal.

7.9 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;

7.9.1 The adjustment referred to in this provision is limited to correcting errors or faults that do not alter the substance of the proposals;

7.9.2 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.

7.10 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.

7.11 The results of the assessments will be published via a message in the system.

8. QUALIFICATION PHASE

8.1 The documents provided for in the Terms of Reference, necessary and sufficient to demonstrate the bidder's capacity to carry out the object of the bidding, will be required for qualification purposes, in accordance with items 8.2, 8.3, 8.4 and 8.5 of this Notice.

8.1.1 The documentation required for legal, tax, social, labor and economic-financial qualification purposes may be replaced by registration in SICAF.

8.2 TO PROVE LEGAL QUALIFICATION, THE BIDDER MUST TO PRESENT:

a) Registration in the Public Registry of Commercial Companies with the Commercial Board of the respective headquarters, in the case of an individual entrepreneur;

b) Copy of the Identity Document and CPF of the partners or directors;

c) Articles of incorporation, bylaws or articles of association in force, duly registered with the Commercial Registry of the respective headquarters, accompanied by supporting documents from its administrators, in the case of a business corporation or limited liability individual company – EIRELI;

d) Certificate of Individual Microentrepreneur Status, for Individual Microentrepreneur bidder – MEI, in which case the authenticity will be verified on the website

www.portaldoempreendedor.gov.br;

e) Registration in the Public Registry of Commercial Companies where it operates, with endorsement in the Registry where the head office is located, if the Bidder is a branch, subsidiary or agency;

f) Registration of the constitutive act in the Civil Registry of Legal Entities of the location of the Bidder's headquarters, accompanied by proof of the appointment of its directors, in the case of a simple company;

g) Authorization decree, in the case of a foreign company or corporation operating in the country, and act of registration or authorization for operation issued by the competent body, when the activity so requires;

h) Proof of registration in the state and/or municipal taxpayer registry, if applicable, relating to the bidder's domicile or headquarters, relevant to its line of business and compatible with the contractual purpose;

i) Proof of registration in the National Registry of Legal Entities (CNPJ) and/or Proof of registration in the General Taxpayer Registry (CGC);

8.2.1 The above documents must be accompanied by all contractual amendments or respective consolidation.

8.3 TO PROVE TAX AND LABOR REGULARITY, THE BIDDER MUST PRESENT:

a) Proof of Tax Compliance with the National Treasury, by presenting 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 10/02/2014, of the Brazilian Federal Revenue Service Secretary and the National Treasury Attorney General;



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- b) Negative Certificate, or Positive Certificate with the effect of Negative State Debt or District**, of the bidder's domicile or headquarters, or other equivalent in accordance with the Law;
- c) Negative Certificate, or Positive Certificate with the effect of Negative Municipal or District Debt**, of the bidder's domicile or headquarters, or other equivalent in accordance with the Law;
- d) Proof of regularity with the Severance Pay Guarantee Fund, duly valid**, issued by Caixa Econômica Federal, which proves no debt with the FGTS;
- e) Proof of non-existence of debts before the Labor Court, through the presentation of a Negative Certificate of Labor Debts – CNDT**, issued through the website www.tst.jus.br/certidao, in accordance with Law No. 14,133, of 04/01/2021, or another that has the same proof in accordance with the law.

8.3.1 For tax and labor regularity, a positive certificate with negative effect will be accepted.

8.3.2 If the Bidder is considered exempt from state or municipal taxes related to the bidding object, it must prove such condition by presenting a declaration from the State Treasury or Municipal Treasury of its domicile or headquarters, or another equivalent that demonstrates such exemption.

8.4 TO PROVE ECONOMIC-FINANCIAL QUALIFICATION AND TECHNICAL QUALIFICATION, THE BIDDER MUST PRESENT:

8.4.1 Negative Certificate of Bankruptcy or Compensation or Judicial or Extrajudicial Recovery (in accordance with Law No. 11101/05), issued by the distributor of the bidder's headquarters, at least 60 (sixty) days before the date of opening of the session, when the validity is not stated in its body.

8.4.2 In cases where the certificate is positive for recovery, companies must present proof that the recovery plan was accepted in the judicial sphere, in accordance with art. 58 of law 11.101/2005;

8.4.3 Balance sheet and accounting statements for the last two fiscal years, except for the (MEI) Individual Micro Entrepreneur, already required and presented in accordance with the law, registered with the State Commercial Board, which proves the good financial situation of the company, and their replacement by trial balances or provisional balance sheets is prohibited.

8.4.3.1 Companies created in the financial 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).

8.4.3.2 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).

8.4.3.3 In the case of limited liability companies (LTDA), Individual Companies, Single-Member Limited Liability Companies (SLU), and Simple Companies: the accounting statements extracted from the Daily Book must be presented, together with the respective Opening and Closing Terms, with proof of registration (authentication terms) at the Commercial Board or Notary's Office, at the bidder's headquarters or domicile, or even the receipt issued by the Public Digital Accounting System (SPED).

8.4.4 TECHNICAL QUALIFICATION

8.4.4.1. Proof of suitability for supplying the goods by means of certificate(s) of technical capacity, issued by legal entities under public or private law, relevant to the purpose of the contract; 8.4.4.2. Certificates of technical capacity may be presented in the

name of the supplier's head office or branch; 8.4.4.3 Certificate(s) of Technical Capacity, issued by legal entities under public or private law

to which the equipment is or has been delivered in accordance with the purpose of this tender and which demonstrates the satisfactory performance of the supply, in a manner that proves suitability for fulfilling the purpose. 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 contract, the current address of the contracting party and the place where the contracted purpose was executed, among other documents;



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8.5 OTHER STATEMENTS

a) Declaration of Independent Preparation of Proposal (model Annex IV of the Notice);

b) JOINT DECLARATION (model Annex V):

I. Declaration of Knowledge and Term of Responsibility;

II. Declaration of Compliance with Art. 7 of the CF;

III. Declaration of Non-Existence of Link with Public Administration;

IV. Declaration of Non-Existence of Supervening Facts, Temporary Suspension or Unsuitability to Bid;

V. Declaration of Non-Existence of Relationship with the Municipality;

VI. Declaration that it complies with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security and for apprentices;

VII. Declaration of Classification as a Microenterprise, Small Business (If applicable);

VIII. Declaration of Cooperative Organization (If applicable);

8.6 When the participation of foreign companies that do not operate in the country is permitted, the qualification requirements will be met through equivalent documents, initially presented in free translation.

8.7 In the event that the winning bidder is a foreign company that does not operate in the country, for the purposes of signing the contract, the documents required for qualification will be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, of January 29, 2016, or another that may replace it, or consularized by the respective consulates or embassies.

8.8 When the participation of a consortium of companies is permitted, technical qualification, when required, will be done by adding up the amounts of each consortium member and, for the purposes of economic-financial qualification, when required, the sum of the amounts of each consortium member will be observed.

8.8.1 If the consortium is not formed entirely by micro-enterprises or small businesses and the terms of reference require economic and financial qualification requirements, there will be an increase of 10% to 30% for the consortium in relation to the amount required for individual bidders.

8.9 The documents required for qualification purposes may be presented in original, copy or scanned documents in PDF format, legible without amendments and/or erasures.

8.10 The documents required for qualification purposes may be replaced by a registration record issued by a public body or entity, provided that the registration was made in compliance with the provisions of Law No. 14,133/2021.

8.11 It will be verified whether the bidder has submitted a declaration 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).

8.12 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 and for those rehabilitated by Social Security, as provided for by law and other specific rules.

8.13 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 terms of conduct adjustment in force on the date of submission of the proposals.

8.14 Qualification may be verified through Sicaf, in the documents covered by it.

8.14.1 Proof of fulfillment of requirements will only be required by presenting the original non-digital documents when there is doubt regarding the integrity of the digital document or when the law expressly requires it. (IN n° 3/2018, art. 4, §1, and art. 6, §4).

8.15 It is the bidder's responsibility to check the accuracy of their registration data in Sicaf and 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 out of date. (IN n° 3/2018, art. 7, caput).



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- 8.15.1** Failure to comply with the provisions of the previous item may result in disqualification in the moment of qualification. (IN nº 3/2018, art. 7, sole paragraph).
- 8.16** Verification by the auctioneer on official websites of bodies and entities issuing certificates constitutes a legal means of proof for qualification purposes.
- item 8 of The documents required for qualification that are not included in Sicaf or **8.16.1** have not been presented in accordance with the notice, will be sent through the system, in digital format in pdf, within 02 (TWO) HOURS, extendable for the same period, counted from the auctioneer's request.
- 8.16.2** The established term may be extended by the Auctioneer upon written request and justified by the bidder, formulated before the deadline, and formally accepted by the Auctioneer.
- submit, In the event that the qualification phase precedes the proposal and **bid** submission phase, bidders shall simultaneously through the system, the qualification documents and the proposal with the price or discount percentage, in accordance with the provisions of § 1 of art. 36 and in § 1 of art. 39 of SEGES Normative Instruction No. 73, of September 30, 2022.
- 8.17** Verification in Sicaf or the requirement of documents not contained therein will only be carried out in relation to the winning bidder.
- evaluation The documents relating to tax regularity that appear in Terms of Reference **8.17.1** will only be required, in any case, after the of the proposals, and only from the best-ranked bidder.
- phases Subject to the exception in the previous subitem, relating to tax regularity, when phase **8.17.2** of qualification precedes the of presentation of proposals and bids and judgment, the verification or requirement of this subitem will occur in relation to all bidders.
- 8.18** 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):
- 8.18.1** Complementary information about the documents already presented by bidders and as long as necessary to ascertain facts existing at the time of the opening of the contest; and
- 8.18.2** Updating of documents whose validity has expired after the date of receipt of proposals;
- 8.19** 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.
- 8.20** 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 deadline set out in subitem 8.16.1.
- 8.21** 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.
- 8.22** Proof of tax and labor regularity of microenterprises and small businesses will only be required for contracting purposes, and not as a condition for participation in the bidding process (art. 4 of Decree No. 8,538/2015).
- 8.23** When the qualification phase precedes the judgment phase and has already been concluded, a bidder will not be excluded for reasons related to qualification, except due to supervening facts or facts only known after the judgment.

9 OF THE RESOURCES

- 9.1** The filing of an appeal regarding the evaluation of proposals, the qualification or disqualification of bidders, the cancellation or revocation of the bidding process, will comply with the provisions of art. 165 of Law No. 14,133 of 2021.
- 9.2** Any bidder may, during the period granted in the public session, of no less than 10 minutes, immediately after the end of the evaluation of the proposals and the act of qualification or disqualification, in the appropriate field of the system, express his/her intention to appeal, under penalty of preclusion, with the higher authority being authorized to award the object to the bidder declared the winner.

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

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

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

9.4.2 The deadline for expressing the intention to appeal shall not be less than 10 (ten) minutes.

9.4.3 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;

9.4.4 In the event of adoption of the inversion of phases provided for in § 1 of art. 17 of Law No. 14,133, of 2021, the period for presenting the grounds for appeal will begin on the date of notification of the judgment minutes.

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

9.6 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.

9.7 Appeals filed after the deadline will not be considered.

9.8 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.

9.9 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.

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

9.11 The case files will remain open to interested parties on the website www.portaldecompraspublicas.com.br.

10 ON THE CHALLENGE TO THE NOTICE AND THE REQUEST FOR CLARIFICATION

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

10.2 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 the competition opens.

10.3 The objection and request for clarification must be made electronically, through the following means: www.portaldecompraspublicas.com.br

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

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

10.6 If the objection is accepted, a new date for the competition will be defined and published.

11. CONTRACT SUPERVISION AND MONITORING

11.1 As established in item 08 of Annex II Terms of Reference;

12. SUPPLY

12.1 As established in item 09 of Annex II Terms of Reference;

13. DELIVERY LOCATION:

13.1 As established in item 11 of Annex II Terms of Reference;

14. PAYMENT

14.1 As established in item 12 of Annex II Terms of Reference;

15. OBLIGATIONS OF THE CONTRACTOR

15.1 As established in item 13 of Annex II Terms of Reference;



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16. CONTRACTOR'S OBLIGATIONS

16.1 As established in item 14 of Annex II Terms of Reference;

17. ADMINISTRATIVE SANCTIONS

17.1 As established in item 15 of Annex II Terms of Reference;

18. SUSTAINABILITY AND ENVIRONMENTAL IMPACT

18.1 As established in item 16 of Annex II Terms of Reference;

19. BUDGET FORECAST

19.1 As established in item 17 of Annex II Terms of Reference;

20. TERM OF THE CONTRACT

20.1 As established in item 18 of Annex II Terms of Reference;

21. GENERAL PROVISIONS

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

21.2 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.

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

21.4 The approval of the result of this bidding process will not imply the right to contract.

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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.

21.10 The Notice and its annexes are available in full on the National Public Procurement Portal (PNCP) and at the electronic address www.portaldecompraspublicas.com.br.

22 OF THE ANNEXES TO THE NOTICE

22.1 This Notice is composed of the following Annexes:

ANNEX I	- TECHNICAL SPECIFICATIONS AND QUANTITATIVES
ANNEX II	- TERMS OF REFERENCE
ANNEX III	- PROPOSAL MODEL
ANNEX IV	- MODEL OF DECLARATION OF INDEPENDENT WORKING ON PROPOSAL
ANNEX V	- JOINT DECLARATION MODEL
ANNEX VI	- DRAFT CONTRACT



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23 JURISDICTION

23.1 The Jurisdiction of the District of Porto Nacional - TO is elected, regardless of how privileged another may be, to resolve any doubts arising from this Bidding, not resolved in the Administrative sphere.

Porto Nacional - TO, May 5, 2025.

Cristiane Nunes

Manager of the Municipal Health Fund
Competent Authority



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ANNEX I

TECHNICAL SPECIFICATIONS AND QUANTITATIVES

Annex I - Items spreadsheet

EQUIPMENT - ENERGY GENERATOR

DIRECTORATE OF SPECIALIZED CARE					
ITEM	DESCRIPTION MEASUREMENT	QUANTITY	UNITARY VALUE		VALUE TOTAL
1	<p>POWER GENERATOR – 150KVA:</p> <ul style="list-style-type: none"> •Nominal Power: 150 KVA (Kilovolt-amperes); •Active Power: Approximately 120 kW (considering a power factor of 0.8); •Power Factor: 0.8 (common in three-phase generators) <p>Output Voltage: 380V three-phase (most common configuration) or 220V, 415V depending on the need;</p> <ul style="list-style-type: none"> •Frequency: 50 Hz or 60 Hz (depending on the region of operation); •Fuel Type: Diesel; •Engine: High-performance diesel; •Engine Displacement: Variable, around 4 to 6 cylinders <p>•Starting System: Electric starter (with automatic start and stop system);</p> <p>•Engine Power: Approximately 150 HP (Horsepower) or 112 kW; •System of Cooling: Radiator cooling with fan;</p> <ul style="list-style-type: none"> •Cycle: 4 strokes; •Type: Synchronous alternator, with excitation by permanent magnet rotor or with brushes (depending on the model); <ul style="list-style-type: none"> •Insulation Class: F or H; •Voltage Regulator: AVR (Voltage Regulator) Automatic Voltage Regulator) which ensures the stability of the output voltage; •Output Power: Up to 150 KVA at 0.8 power factor; <p>•Digital Control Panel (Controller): User-friendly interface for monitoring parameters such as voltage, current, frequency, fuel level, operating hours, among others;</p> <ul style="list-style-type: none"> •Electronic Protections: Protection against overload, short circuit, low 	ITEMS	01	R\$ 169.157,51	R\$ 169.157,51

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<p>oil pressure, high engine temperature, fuel failure, etc.;</p> <ul style="list-style-type: none"> •Automatic Transfer Switch (ATS); •Chassis and Structure: high-strength structural steel, usually with anti-corrosive paint to ensure durability; •Acoustic Housing: To reduce noise level. Typical levels range from 75 dB to 85 dB at 7 meters away, depending on the acoustic booth used; •Weight: Between 1000 and 1500 kg, depending on the model, with a robust chassis and wheels for transport in mobile models; •Autonomy: It depends on the connected load and the size of the fuel tank. On average, autonomy can vary between 8 and 12 hours at full charge; <p>of approximately 20-25 liters Fuel: •Consumption per hour at full load, but varies according to engine efficiency and load;</p> <ul style="list-style-type: none"> •Combustion Efficiency: High energy efficiency, with electronic control systems to optimize fuel consumption; •Pollutant Emissions: Meets international environmental standards (e.g. EPA, Tier 2, or equivalent standards depending on the region); •Starting System: Electrical system with rechargeable depending starting battery (usually 12V or 24V, on the model); •Acoustic Cabinet: To reduce noise levels; •Engine Block Heater: For very cold environments, to ensure starting at low temperatures; •External Fuel Tank: To increase autonomy; •Remote Monitoring System: Remote access via cell phone or internet to monitor critical generator data. 					
TOTAL					R\$ 169.157,51



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ANNEX II

TERMS OF REFERENCE

PLAINTIFF:

Plaintiff: Municipal Health Fund of Porto Nacional/TO
Responsible: Cristiane Nunes de Oliveira Aires Amaral

1 – OBJECT:

1.1. Hiring of a specialized legal entity to acquire **150KVA Electric Power GENERATOR** equipment for the Emergency Care Unit (UPA) of this municipality in order to meet the demands of the Specialized Health Care Directorate linked to the Municipal Health Fund of Porto Nacional - TO, according to minimum specifications, quantities and other conditions contained in this Term of Reference, described in the form below.

2 – OBJECTIVE:

2.1. The purpose of this Term of Reference is to acquire a **150KVA Electric Power GENERATOR** equipment for the Emergency Care Unit (UPA) of this municipality, in order to guarantee the uninterrupted operation of essential equipment and services during power outages, ensuring the continuity of patient care and safety in the unit's operations, as well as avoiding repercussions of possible interruptions in the supply of electricity on this health service, especially during the rainy season, thus meeting the needs of the Municipal Health Fund of Porto Nacional, including all obligations of the contractor with the contracting party and the relationship between the parties, using as a reference the rules that govern the modality.

3 – JUSTIFICATION:

3.1. Located near the capital of the State of Tocantins, Porto Nacional is a city with approximately 63,000 inhabitants that depends on a robust health infrastructure to ensure the well-being of its population. The city has health units that operate on a **24-hour basis, such as the Emergency Care Unit (UPA)**. It is necessary to hire a company to purchase an electrical generator, which is essential to ensure that services are provided at this health unit continuously and consistently, without interruptions due to failures and lack of external electrical supply;

3.2. To ensure access to quality healthcare, in addition to acquiring equipment that meets the needs of these patients/users, such as examination and diagnostic equipment, specialized treatments and safety/hygiene, it is necessary to acquire a power generator, since they operate with electrical energy for their operation;

3.3. Due to various failures in the external supply of electrical energy, which are essential and constant, its interruption may put the lives of patients at risk, causing irreversible damage, as well as impairing the smooth running and quality of the assistance provided to users of the service;

3.4. The Emergency Care Unit (UPA) has several essential equipment and devices that require electricity to function properly. Essential health equipment includes: mechanical ventilators, cardiac monitors, electrocardiogram devices, digital X-ray devices, defibrillators, cardioverters, vacuum cleaners, autoclaves, sealers, dental chairs, surgical lights and digital scales that require electricity to operate, monitor and treat patients. Therefore, the lack of an electrical generator compatible with this service ends up compromising health care and consequently putting the lives of users who require immediate intervention at risk;

3.5. In addition, equally fundamental administrative equipment, such as lamps and reflectors, computers, printers, notebooks, televisions, wall fans, refrigerators, mini-bars, microwaves, water coolers, electric stoves, air conditioning units and security cameras.



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safety, they also need electricity to perform their functions, contributing to support operational activities and continuous patient care.

3.6. We would like to emphasize the strategic importance of acquiring a 150 KVA Electric Power Generator for the Emergency Care Unit in this municipality, in order to avoid repercussions of possible interruptions in the supply of electricity to this health service, especially during the rainy season. Currently, the Generator used in this unit is not able to provide electricity for the equipment required in an Emergency Unit, such as a mechanical ventilator, defibrillator, cardioverter, digital X-ray, vacuum cleaners and other equipment, thus causing risks to the lives of patients;

3.7. We also emphasize that the Ministry of Health (MS) and the National Health Surveillance Agency (Anvisa - RDC No. 50/2002) require that hospital units have an emergency electrical power system, using generators, to ensure the operation of all equipment, providing emergency coverage in the supply of energy for the continuity of assistance provided to users of the service, as well as to maintain the safety of the hospital environment;

3.8. In view of this, we need to replace the Power Generator to expand the UPA's access to alternative sources of power generation and supply in the event of an interruption to its normal supply;

3.9. In view of the above, we conclude that a 150 KVA Power Generator meets the needs of this Unit and is an essential piece of equipment in the facilities, since the UPA has devices and appliances that require a continuous power supply to maintain operation. Therefore, we need a device that meets the specific requirements aimed at meeting the critical needs of this environment, that is, a generator designed to start operating as soon as a failure in the electrical supply is detected;

3.10. Therefore, the objective of this acquisition is to ensure that all services provided by the UPA can be carried out efficiently, fully and safely, meeting the immediate needs of the population assisted by this health unit with quality and promptness.

4 – LEGAL BASIS:

4.1. This Terms of Reference was prepared in accordance with the provisions of Law No. 14,133 of April 1, 2021.

5 – FORM:

5.1. Use of the BIDDING procedure, in the AUCTION modality, in ELECTRONIC form, with the adoption of the LOWEST OVERALL PRICE judgment criterion;

6 – ESTIMATE OF VALUE:

6.1. The value for the acquisition of the 150 KVA electric power generator was estimated according to the average on the Price Bank Portal by companies in the sector, with the market reference item being carried out by the average of three budgets through national and regional research, in accordance with Normative Instruction No. 65 of July 7, 2021 (Law No. 14,133), as per Annex I, totaling approximately an amount of: **R\$ 169,157.51 (One hundred and sixty-nine thousand, one hundred and fifty-seven reais and fifty-one centavos);**

6.2. The quantity was requested based on the need identified by the Directorate of Specialized Care of the Municipal Health Fund of Porto Nacional - TO.

7 – SPECIFICATIONS AND TOTAL QUANTITATIVES OF THE OBJECT:

7.1. The acquisition must meet the quantity, technical specifications and descriptions contained in this term, as per Annex I.

8 – CONTRACT SUPERVISION AND MONITORING:

8.1 – CONTRACT INSPECTOR

8.1.1. The supervision and monitoring of the execution of the contract will be carried out by Mrs. Ana Paulla Carvalho Rabelo, Position: UPA Coordinator, contact: (63) 99220-4995, e-mail: upaporto@hotmail.com., Decree 082/2025, contract inspector for said hiring, which



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will record all occurrences and deficiencies in a report, a copy of which will be forwarded to the contractor, with the aim of immediately correcting the irregularities identified, and adopting the necessary measures for the faithful fulfillment of the contractual clauses, as provided for in items I, II, III and paragraphs §§ 1º and 2º of art. 171 of Law 14.133/21, respecting the limits of change in the contractual values provided for in Law No. 14.133 of April 1, 2021;

8.1.2. Monitoring and supervision of the execution of the contract consists of verifying the conformity of the acquisition of the equipment, in order to ensure perfect compliance with the contract;

8.1.3. Any requirements of the Inspection, inherent to the acquisition of the equipment, must be promptly met by the Contractor without any cost to the Municipal Health Fund (FMS);

8.1.4. The Supervision carried out in the interest of the FMS does not exclude or reduce the liability of the contractor, during the term of the contract, for damages caused directly to the Administration or to third parties, resulting from its fault or intent, for any irregularity, and in its occurrence, does not imply co-liability of the Public Authority or its employees according to art. 120 of Law No. 14,133/21;

8.1.5. The performance or eventual omission of the Inspection during the delivery of the equipment and the term of the contract may not be invoked to exempt the Contractor from the responsibilities and obligations assumed for the execution of the acquisition;

8.1.6. Communication between the Inspection and the Contractor will be carried out through official correspondence and notes or records regarding the execution of the acquisition;

8.1.7. The contract execution management and monitoring activities must be carried out in a preventive, routine and systematic manner, and may be performed by civil servants, a monitoring team or a single civil servant, provided that, in the exercise of these duties, the distinction between these activities is ensured and, due to the volume of work, the performance of all actions related to Contract Management is not compromised;

8.1.8. Ensure that during the term of the contract the obligations assumed by the Contractor are fulfilled, as well as that all conditions of qualification and eligibility are maintained;

8.1.9. Supervision ensures that the contract is executed effectively and that the contractor complies with the duties imposed on him/her, being a prerogative granted to the Public Administration (art.104, III, of Federal Law 14,133/21);

8.1.10. The person responsible for receiving the equipment must sign a document certifying that it meets the contractual and regulatory requirements in order to proceed with the authorization for payment.

8.2. TECHNICAL INSPECTOR:

8.2.1. The supervision and technical monitoring of the execution of the contract will be carried out by a qualified electrical engineer, duly designated within the municipal staff, who will record all occurrences and deficiencies in a report;

8.2.2. Verification of the conformity of the equipment to be used in the execution of the services must be carried out by the technical inspector, in accordance with the specifications in the Contractor's proposal;

8.2.3. During the execution of the object, the technical inspector must constantly monitor the quality level of the acquired equipment to prevent its degeneration, and must intervene to request the CONTRACTOR to correct any faults, failures and irregularities found;

8.2.4. The technical inspector must carry out daily, weekly and/or monthly assessments, provided that the period chosen is sufficient to assess or, if applicable, measure the performance and quality of the equipment acquired by issuing reports and opinions after the conclusion of each inspection and assessment concerning the object of this contract;

8.2.5. Report any delay or defect in the equipment and any potential impacts on the unit's operation within 24 hours, and immediately notify the competent authorities if it occurs and interferes with service to the unit's users;

8.2.6. Immediately identify which services and equipment may be compromised without the generator (e.g.: mechanical ventilators, lighting, medicine refrigerators, cardiac monitors, etc.) and request the exchange and/or replacement of the equipment within 48 hours.

9 – SUPPLY:

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9.1. The goods must be delivered within 30 days and provisionally received, in summary form, at the time of delivery, together with the invoice or equivalent collection instrument, by the person responsible for monitoring and supervising the contract, for the purpose of later verifying its compliance with the specifications contained in the Terms of Reference and in the proposal;

9.2. The good/object of the contract may be rejected, in whole or in part (art. 140 of Law 14,133/21), including before provisional receipt, when in disagreement with the specifications contained in the Terms of Reference and in the proposal, and must be replaced within 10 (ten) days, counting from the notification of the contractor, at its expense, without prejudice to the application of penalties;

9.3. Final receipt will occur within 60 (sixty) business days, counting from the receipt of the invoice or equivalent collection instrument by the Administration, after verification of the quality and quantity of the goods and subsequent acceptance through a detailed term;

9.4. The contractor will be responsible for all packaging and transportation costs arising from the delivery of the equipment without any burden to the contractor;

9.5. The object of this contract/acquisition must be delivered in accordance with the specifications described by the contracting party;

9.6. Comply with the purpose of the contract strictly in accordance with the rules that regulate the purpose of the contract;

9.7. If non-conformity of the contracted object is identified within the warranty period, the supplier must repair or replace the equipment at no additional cost to the Municipal Health Fund of Porto Nacional-TO;

9.8. If the equipment is presenting performance problems, the supplier's technical assistance must be called upon to correct the problem at no additional cost to the contractor;

9.9. The contractor will be responsible for all costs related to the supply of the equipment, including freight, insurance, loading and unloading from the origin to the place of delivery.

10 – DOCUMENTATION FOR QUALIFICATION: 10.1.

TO PROVE LEGAL QUALIFICATION YOU MUST PRESENT:

a) Copy of the Identity Document and CPF of the partners or directors; b) Articles of incorporation, bylaws or articles of association in force, duly registered with the Commercial Registry of the respective headquarters, accompanied by supporting documentation from its administrators, in the case of a business corporation or limited liability individual company – EIRELI; c) Proof of Tax Compliance with the National Treasury, upon presentation of a Negative Certificate, or Positive Certificate with the effect of Negative Debt 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 and the National Treasury Attorney General's Office; d) Negative Certificate, or Positive Certificate with the effect of Negative State or District Debt; e) Negative Certificate, or Positive Certificate with the effect of

Negative Municipal or District Debt, of the bidder's domicile or headquarters, or other equivalent in accordance with the Law; f) Proof of regularity with the Severance Pay Guarantee Fund, duly valid, issued by Caixa Econômica Federal, which proves no debt with the FGTS; g) Proof of registration with the National Registry of Legal Entities (CNPJ) and/or Proof of registration with the General Taxpayer Registry (CGC); h) Proof of non-existence of debts before the Labor Court, by presenting a Negative Certificate of Labor Debts – CNDT or Positive Certificate with the effect of Negative Debt, issued through the website www.tst.jus.br/certidao, in accordance with Law No. 12,440, of 07/07/2011, or another that has the same proof in accordance with the law.

10.2. TECHNICAL QUALIFICATION

10.2.1. Proof of suitability to supply the goods by means of certificate(s) of technical capacity, issued by legal entities under public or private law, relevant to the object of the contract;



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10.2.2. Technical capacity certificates may be presented in the name of the supplier's head office or branch; 10.2.3. Technical Capacity

Certificate(s), issued by a legal entity under Public or Private Law to which the equipment is or has been delivered in accordance with the purpose of this tender and which demonstrates the satisfactory performance of the supply, in a manner that proves suitability for fulfilling the purpose. 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 contracting, the current address of the contracting party and the place where the contracted purpose was executed, among other documents;

11 – DELIVERY LOCATION:

11.1. The equipment to be provided must be delivered to the Emergency Care Unit (UPA), located at Rua Maria Angélica da Silva Padro 2-116, Nova Capital, Porto Nacional-TO;

11.2. The equipment must be delivered by the Contractor duly assembled, installed and in full operation in accordance with NBR 13534, NBR ISO 8528 and the standards in item 11.3.3;

11.3. Acceptance of the equipment supplied under this contract will be made upon proof of the Invoice and in accordance with the criteria below: 11.3.1. Subject the generator to operational tests simulating different load levels, to verify whether the contracted nominal power is reached and maintained with stability, evaluating the time required for the generator to start operating after a power outage, also checking the operation of the automatic transfer system (ATS), ensuring that it detects faults in the electrical network and activates the generator without manual intervention;

11.3.2. Perform a generator test in continuous operation for a predetermined period (e.g. 4 to 8 hours) to check for possible failures;

11.3.3. The generator must comply with current legislation on electrical safety (**NR-10**) and electrical installations (**NBR 5410**);

11.3.4. A report must be issued by a qualified technician or engineer, certifying that the equipment was installed and tested in accordance with the specifications, with a guarantee of generator operation, ensuring that it meets the contractual requirements;

11.3.5. A detailed technical manual with instructions on use, maintenance and troubleshooting must be delivered together with the purchased equipment;

11.3.6. Prepare a document detailing the tests performed and the results obtained;

11.4. Failure to comply with item 11.3 will result in the equipment being replaced with one that complies with the agreed specifications, which will result in it being returned to the supplier, who will be responsible for sending a new unit in accordance with the full requirements of the contracted object.

12 – PAYMENT:

12.1. The issuance of the Invoice will be preceded by the final receipt of the equipment, in accordance with this Term of Reference;

12.2. Payment will be made within 30 (thirty) business days from the completion of the settlement of the expense, observing all the compliance criteria of the contracted object;

12.3. The purchase invoice must be sent, on paper or in an electronic file, at least 10 (ten) business days before its due date, so that the Contract inspector can check it and, if there are no problems, take the necessary steps to ensure payment, which can be made using the bar code contained in the invoice or by Bank Order;

12.4. The Invoice must be accompanied by proof of tax regularity, verified through an online consultation with SICAF or, if it is not possible to access said System, by consulting the official websites or the documentation mentioned in art. 68 of Law No. 14,133/2021;

12.5. If an undue charge is identified, the contractor will be informed of the facts, and the payment term will be restarted upon resubmission of the duly corrected payment document, accompanied by the details of each number, also duly



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corrected, admitting that the corrected document may be a payment slip, making reference to the disputed Invoice and granting discharge for it;

12.6. No payment will be made to the contractor while any financial obligation imposed on it by virtue of penalty or default is pending settlement, which may be offset against the pending payment(s), without this generating the right to increases of any nature;

12.7. If the irregularity of the contracted supplier is confirmed in the registration, the necessary measures must be taken so that the payment(s) can be made;

12.8. If there is an error in the Invoice/Bill, non-acceptance of the item supplied or any other circumstance that disapproves the settlement of the expense, the expense will remain pending and payment will be suspended until the Contractor applies the necessary remedial measures;

12.9. Payment is subject to confirmation that the generator was delivered in accordance with the technical specifications of the contract, without physical damage or signs of improper use, checking manuals, warranty certificates, technical reports and compliance with current standards, such as **NBR ISO 8528** (applicable to generator sets), after approval as per item: 11.3.

13 – CONTRACTOR'S OBLIGATIONS:

13.1. Make payment in the manner and within the period established in these Terms of Reference;

13.2. Formally designate the inspector to monitor the execution of the contract, and a technical inspector may also be designated to directly monitor the service, order corrections and monitor interruptions and other failures in the execution of the object;

13.3. Notify the contractor, in writing, of any imperfections, faults or irregularities found in the equipment, so that the necessary corrective measures can be taken;

13.4. Demand compliance with all commitments undertaken by the contractor;

13.5. Provide any information and clarifications that may be requested by the contractor;

13.6. Resolve any doubts that arise during the acquisition and use of the equipment through the Contract inspector, who will inform the Administration of everything;

13.7. Apply the administrative sanctions provided for in Law 14,133/2021 in the event of non-compliance with the contractual terms, as verified and assessed by the contract manager;

13.8. Fulfill all financial commitments to the Contractor, within the timeframe and under the conditions established in the Terms of Reference; 13.9. Pay the

Contractor the amount resulting from the acquisition of the equipment in accordance with the contract; 13.10.

The Administration shall not be liable for any commitments assumed by the Contractor with third parties, even if linked to the execution of this object, as well as for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates;

13.11. Carry out monitoring and inspection, through a specially designated employee, noting any detected failures in a specific register and forwarding the notes to the competent authority for appropriate measures, in accordance with Law 14,133/21; 13.12. Carry out inspection in the manner provided for in Federal

Law No. 14,133/2021.

14 – CONTRACTOR'S OBLIGATIONS:

14.1. Faithfully comply with the provisions of this Term of Reference, especially with regard to the delivery and quality of the equipment;

14.2. To be fully liable for any losses and damages caused to the contractor or third parties as a result of action or omission, intentional or negligent, by the contractor or its employees, regardless of any other contractual or legal penalties to which it is subject;

14.3. Provide any information and clarifications requested by the contractor within 24 (twenty-four) hours;

14.4. Implement, in an appropriate manner, permanent supervision of the acquisition, in order to obtain a correct and effective operation;

14.5. Comply with the contractor's guidelines, subject to broad and unrestricted supervision, and provide the requested clarifications, responding to any complaints made;



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- 14.6. Communicate to the contractor, in writing, any abnormality in the acquisition and provide any clarifications deemed necessary;
- 14.7. Immediately inform the Contract inspector of any extraordinary or abnormal fact that occurs during the execution of the contracted object, for the adoption of appropriate measures;
- 14.8. Be responsible for all direct or indirect expenses, such as: salaries, transportation, social, tax, labor, social security and class-related charges, compensation, freight, and any others that are due to its employees in the performance of the purpose of the contract, with the CONTRACTING PARTY being exempt from any employment relationship with them; 14.9. Ensure that throughout the term of the contract, all the required qualification and qualification conditions are maintained, in compatibility with the obligations assumed by the contractor; 14.10. Perform with zeal, efficiency and confidentiality, safeguarding the interests of the CONTRACTING PARTY, without prejudice to professional dignity and independence;
- 14.11. Bear the burdens resulting from any actions, demands, costs and expenses arising from a misdemeanor, whether due to its own fault or that of any of its employees or agents, and also undertake any responsibilities arising from legal or extrajudicial actions by third parties, which may be required of it by law;
- 14.12. Provide full and complete warranty of the equipment supplied for a minimum period of 12 (twelve) months, counting from the date of delivery and acceptance by the Municipal Health Fund of Porto Nacional-TO, taking responsibility, within this period, for any manufacturing and operating defects, without this resulting in the charging of any additional cost to the municipality of Porto Nacional TO;
- 14.13. Accept and comply with the normative acts or regulations issued by the Administration of the Municipal Health Fund of Porto Nacional, in compliance with its rules and guidelines.
- 14.14. Carry out basic operation training and routine checks during technical delivery with the team responsible for the operation and preventive maintenance of the equipment;
- 14.15. Present equipment registration from regulatory bodies linked to the Ministry of Health, such as ANVISA;
- 14.16. Provide new equipment, considered as first use, delivered properly packaged in its original sealed packaging and must be demonstrably in the normal production/manufacturing phase. Discontinued equipment or equipment that is out of the manufacturer's production line will not be accepted;
- 14.17. Offer the equipment an authorized technical assistance network at the headquarters of this Regional, in the city of Porto Nacional-TO, Palmas-TO or in the state of Tocantins, in order to allow the adequate use of the warranty, or any future corrective maintenance;

15 – ADMINISTRATIVE SANCTIONS:

15.1. In case of total or partial non-execution of this instrument, the CONTRACTING PARTY may be subject to penalties imposed on the CONTRACTED PARTY based on the terms of art. 155 and 156 of Law No. 14,133/21 as per the terms below:

a) Warning: *Applied to minor infractions that do not significantly compromise the execution of the contract;*

b) Fine:

- **Compensatory fine:** *Aims to compensate the public body for the damages caused;*
- **Late payment fine:** *Applied for delay in the execution of the contract (e.g. delay in delivery or installation of the generator);*
- **Common percentages:** *May vary from 0.1% to 1% of the total contract value per day delay, limited to a maximum percentage of 10% of the contract value;*

c) Temporary suspension from participating in tenders and prohibition from contracting with the Public Administration: *May be applied in cases of serious non-compliance;*

- Maximum term: **2 years.**

d) Declaration of unsuitability to bid or contract with the Public Administration:

- *Applied to very serious cases involving fraud, deceit or repeated non-compliance;*
- *It can be rehabilitated after 2 years upon compensation for losses;*

15.2. In the event of **partial or total non-fulfillment** of contractual obligations, including delivery of goods that do not comply with the technical specifications as per article 137, paragraph II

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of Law 14,133/2021, the contractor is allowed to retain amounts due to the contractor. Retention may occur in the following situations:

- Failure to meet the technical requirements established in the contract or notice;
- Failure to comply with deadlines for adjustments or replacements;
- Faults found during commissioning or operational tests.

15.3. Delays not communicated in a timely manner or improperly substantiated will be considered unjustified, and the acceptance of the justification will be at the discretion of the Municipal Health Fund; 15.4. Whenever there is no harm to the Municipal Health Department, the penalties imposed may be waived or transformed into others of lesser sanction, at its discretion; 15.5. According to article 125 of Law No. 14,133/2021, in case of failure to comply with the deadline for delivery and installation of the equipment to be purchased, the following penalties may be applied:

a) Penalty for delay: *0.5% of the total value of the contract per day of delay in delivery or installation, limited to 10% of the value of the contract;*

b) Compensatory fine: *5% to 20% of the value of the contract, depending on the severity, to cover losses in the event of total non-compliance with the contract;*

c) Contract termination: *In cases of serious non-compliance, the contract may be terminated unilaterally, with the application of cumulative sanctions, in accordance with the situations provided for in articles 137, 138, and 139 of Law 14,133/2021;*

15.6. The contractor will be guaranteed the **right to a hearing and full defense**, as provided for in article 156 of Law No. 14,133/2021. The penalty will be proportional to the severity of the infraction and the damages caused;

15.7. No sanction will be applied without due administrative process, and the presentation of a prior defense will be permitted within 05 (five) business days from the date on which the Contractor receives the summons.

16 – SUSTAINABILITY AND ENVIRONMENTAL IMPACT

16.1. The possible environmental impacts and treatments in the acquisition of a 150 KVA electric power generator are:

16.2. Emission of polluting gases: Electric power generators in UPAs – Emergency Care Units are powered by fossil fuels such as diesel or gasoline, which emit polluting gases during combustion, such as carbon dioxide (CO₂), nitrogen oxides (NO_x), carbon monoxide (CO) and fine particles, causing global warming due to CO₂ is a greenhouse gas that contributes to climate change and air pollution because the NO_x and fine particles generated harm air quality and affect the health of the population, especially in urban areas with high population density, where UPAs are usually located. As a way of treating and mitigating these impacts, biofuels such as biodiesel or natural gas should be used, which can reduce CO₂ and NO_x emissions, making the generators more environmentally friendly, in addition to installing particle filters and catalysts to reduce pollutant emissions;

16.3. Noise: Diesel or gasoline generators generate considerable noise, which can be problematic, especially in UPAs, where a quiet environment is necessary for patient recovery and the proper functioning of health services. It can cause noise pollution due to constant noise causing stress, sleep disturbances, affecting patient recovery, and impacting the well-being of employees and neighbors. In addition to potentially interfering with medical operations, noise can interfere with communication between health teams and patient monitoring processes. Therefore, choose quieter generators and opt for low-noise generators or equipment with noise reduction technology, as well as build acoustic barriers or isolation boxes around the generators to reduce the impact of sound and choose a strategic location for the generator in areas away from the service area, if possible, or in places that minimize the propagation of sound to sensitive areas of the unit;

16.4. High fuel consumption: Fuel consumption can be high, especially in UPAs that operate with generators for prolonged periods, such as in situations of power failures.

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The continuous use of fossil fuel-powered generators generates a significant carbon footprint, as well as depleting natural resources and contributing to energy shortages. To minimize these impacts, opt for efficient generators that have high fuel efficiency to reduce consumption. Regular and periodic maintenance of the generator ensures that it is operating efficiently and with low fuel consumption, just as the use of hybrid or renewable generators such as solar or wind energy sources can reduce dependence on fossil fuels.

17 – BUDGET FORECAST:

17.1. The expenses arising from the purpose of this Agreement will be covered by specific resources allocated in the Budget of the Municipal Health Fund of Porto Nacional, as follows:

PROGRAM	ELEMENT OF EXPENSE	SOURCE	RECORD
4.0440.1110.2043 – MAINTENANCE OF SPECIALIZED ATTENTION	449052	15001002000040 2025	53867

18 – TERM OF THE CONTRACT:

18.1. In accordance with art. 106 of Law 14,133/21, this contract will be valid for 12 (twelve) months from the date of signature and publication thereof, and cannot be extended;

18.2. The Contract will have its extract published on the website of the municipality of Porto Nacional/TO, and its full text, after being signed and approved, will be made available there.

19 – REQUIREMENTS NECESSARY FOR HIRING

19.1. For contracting purposes, the company must present the documents listed below:

19.1.1. Articles of association, Statute or Articles of Association and amendments in force, duly registered with the Commercial Registry of the respective headquarters, accompanied by supporting documents from its administrators, in the case of a business corporation or limited liability individual company – EIRELL;

19.1.2. Copy of the identity document, CPF and proof of address of the partners or directors;

19.1.3. Certificate(s) of Technical Capacity, issued by a legal entity under public or private law, which prove(s) the company's aptitude to perform an activity relevant and compatible with the object of this process;

19.1.4. DECLARATION that the company does not have any employees under the age of 18 (eighteen) working at night, in dangerous or unhealthy conditions, or under the age of 16 (sixteen) working in any job, except as an apprentice, in accordance with item XXXIII of article 7 of the 1988 Federal Constitution (Law No. 9,854/99). In accordance with the suggested declaration model;

19.1.5. Declaration of non-existence of kinship with the municipality;

19.1.6. Negative Certificate, or Positive Certificate with the effect of Negative Debts Relating to Federal Taxes and the Union's Active Debt, in accordance with Joint Ordinance PGFN/RFB No. 1,751, of October 2, 2014, or other equivalent in accordance with the Law;

19.1.7. Negative Certificate, or Positive Certificate with the effect of Negative State Debt;

19.1.8. Negative Certificate, or Positive Certificate with the effect of Negative Municipal Debt of the bidder's domicile or headquarters, or other equivalent in accordance with the Law;

19.1.9 Proof of regularity with the Severance Pay Guarantee Fund, duly valid, issued by Caixa Econômica Federal, which proves no debt with the FGTS;

19.1.10. Proof of registration with the National Registry of Legal Entities - CNPJ; 19.1.11.

Proof of non-existence of debts with the Labor Court, by presenting a Certificate of No Labor Debts - CNDT, issued through the website www.tst.jus.br/certidão, in accordance with Law No. 12,440, of 07/07/2011, or another that has the same proof in accordance with the law;

19.1.12. Certificate of National Registry of Unfit and Suspended Companies (CEIS);

19.1.13. Certificate of National Registry of Persons Convicted of Administrative Misconduct;

20 – OF THE FORUM

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• Murilo Braga Avenue, 1887 • Center • Porto Nacional – TO • 77500-000

(63) 99281-7012 • <https://portonacional.to.gov.br/editaisolicitacoes>

• email: cplportonacional2025@gmail.com



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20.1. To resolve any doubts arising from this contract, the Court of the District of Porto Nacional - TO is elected, with express waiver of any other, however privileged it may be.

Porto Nacional - TO, April 2, 2025.

BRUNA MIRELLY SIMÕES VIEIRA
Administrative/Financial Executive Secretary
Responsible for preparing the Terms of Reference
Decree No.: 091/2025

APPROVAL

Considering the information provided in this document, I APPROVE this TERM OF REFERENCE, further determining full compliance with the related current Laws and regulations.

CRISTIANE NUNES OF OLIVEIRA AIRES AMARAL
Manager of the Municipal Health Fund
Decree No.: 04/2025



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ANNEX III

PROPOSAL MODEL

**TO THE MUNICIPALITY OF PORTO NACIONAL
MUNICIPAL HEALTH FUND
NATIONAL PORT - TO**

Reference: **ELECTRONIC BIDDING 008/2025 FMS**

OBJECT: ACQUISITION OF 150 KVA ELECTRICITY GENERATING EQUIPMENT FOR THE EMERGENCY CARE UNIT (UPA) OF THIS MUNICIPALITY, IN ACCORDANCE WITH THE QUANTITIES AND TECHNICAL SPECIFICATIONS STATED IN THE TERMS OF REFERENCE.

COMPANY DATA:

Company Name:		
Address:		
POCKET:	CITY:	
CNPJ No.:		
State Registration No.:	Telephone:	Municipal Registration No.:
Bank Details:		
Bank:	Agency:	Current account:
Contact Name:		Phone/Email:
DATA OF THE PERSON RESPONSIBLE FOR SIGNING THE CONTRACT		
FULL NAME:		
NATIONALITY:	MARITAL STATUS:	PROFESSION:
CPF:	IDENTITY CARD (and issuing body):	
RESIDENTIAL ADDRESS (complete: street, number, neighborhood, city, zip code):		
TELEPHONE:	E-MAIL:	

Dear Sir/Madam,

We present a Proposal for the **ACQUISITION OF 150 KVA ELECTRICITY GENERATING EQUIPMENT FOR THE EMERGENCY CARE UNIT (UPA) OF THIS MUNICIPALITY, ACCORDING TO THE QUANTITIES AND TECHNICAL SPECIFICATIONS CONSTANT IN THE TERMS OF REFERENCE**, Contained in the **Administrative Process No. 2025001053**, in the **Electronic Auction Notice No. 008/2025 FMS** and its Annexes.

We declare that we have examined, are aware of and submit to the conditions contained in the Notice of the aforementioned Auction, as well as verified all the specifications set out therein, and that there is no discrepancy in the information and/or documents contained therein.

part.

We further declare that we are aware of all conditions that may, in any way, influence the costs of supplying the object, such as: charges, fees, taxes, insurance, social, tax, labor and social security contributions, transportation, delivery, unloading, packaging, licenses, freight expenses and all other expenses necessary for the supply of the object hereby tendered; assuming full responsibility for errors or omissions in this proposal, including in the event of discrepancy between the unit and total values.

DESCRIPTION	TOTAL VALUE	MEASUREMENT	QUANTITY	BRAND	VALUE UNITARY	
POWER GENERATOR – 150KVA: •Nominal Power: 150 KVA (Kilovolt-amperes); •Potência Active:						



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1	<p>Approximately 120 kW (considering a power factor of 0.8);</p> <ul style="list-style-type: none"> •Power Factor: 0.8 (common in three-phase generators); <p>Output Voltage: 380V three-phase (most common configuration) or 220V, 415V depending on the need;</p> <ul style="list-style-type: none"> •Frequency: 50 Hz or 60 Hz (depending on the region of operation); <p>•Type of Fuel: Diesel;</p> <ul style="list-style-type: none"> •Engine: High-performance diesel; <p>•Cilindrada do Motor: Variable, around 4 to 6 cylinders;</p> <ul style="list-style-type: none"> •Starting System: Electric starter (with automatic start and stop system); <p>•Potência do Motor: Approximately 150 HP (Horsepower) of 112 kW;</p> <ul style="list-style-type: none"> •Cooling System: Radiator cooling with fan; <ul style="list-style-type: none"> •Cycle: 4 strokes; •Type: Synchronous alternator, with excitation by permanent magnet rotor or with brushes (depending on the model); <ul style="list-style-type: none"> •Insulation Class: F or H; •Voltage Regulator: AVR (Automatic Regulator of Voltage) which ensures the stability of the output voltage; <ul style="list-style-type: none"> •Output Power: Up to 150 KVA at 0.8 power factor; <ul style="list-style-type: none"> •Digital Control Panel (Controller): User-friendly interface for monitoring parameters such as voltage, current, frequency, fuel level, operating hours, among others; <ul style="list-style-type: none"> •Proteções Electronics: 	ITEMS	01			
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<p>Protection against overload, short circuit, low oil pressure, high engine temperature, fuel failure, etc.;</p> <ul style="list-style-type: none"> •Automatic Transfer Switch (ATS); •Chassis and Structure: high-strength structural steel, usually with anti-corrosive paint to ensure durability; •Acoustic Housing: To reduce noise level. <p>Typical levels range from 75 dB to 85 dB at 7 meters away, depending on the acoustic booth used;</p> <ul style="list-style-type: none"> •Weight: Between 1000 and 1500 kg, depending on the model, with a robust chassis and wheels for transport in mobile models; •Autonomy: It depends on the connected load and the size of the fuel tank. On average, autonomy can vary between 8 and 12 hours at full charge; •Fuel Consumption: Approximately 20-25 liters per hour at full load, but varies depending on engine efficiency and load; •Combustion Efficiency: High energy efficiency, with electronic control systems to optimize fuel consumption; •Pollutant Emissions: Meets international environmental standards (e.g. EPA, standards, or equivalent depending on the region); •Starting System: Electric starting system with rechargeable battery (usually 12V or 24V, depending on the model); •Acoustic Cabinet: To reduce noise levels; •Block Heater 					
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	Motor: For very cold environments, to ensure starting at low temperatures; •External Fuel Tank: To increase autonomy; •Remote Monitoring System: Remote access via cell phone or internet to monitor critical generator data.					
TOTAL						R\$

PROPOSAL VALIDITY PERIOD: 90 DAYS

PAYMENT METHOD: Payment will be made in accordance with item 15 of the Terms of Reference.

City-State, ____ of _____ 2025.

COMPANY NAME

Name, Position in the Company and
Signature of the Legal Representative

Note: This form is merely an example for the presentation of a proposal related to **Electronic Auction 008/2025 FMS**, and the proposal must not contain the header of this form.

COMPLY WITH ALL REQUIREMENTS CONTAINED IN THE CALLING NOTICE REGARDING THE SUBMISSION OF THIS PROPOSAL.



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ANNEX IV

MODEL DECLARATION OF INDEPENDENT PREPARATION OF PROPOSAL

**TO THE MUNICIPALITY OF PORTO NACIONAL
MUNICIPAL HEALTH FUND
NATIONAL PORT - TO**

Reference: **ELECTRONIC BIDDING 008/2025 FMS**

OBJECT: ACQUISITION OF 150 KVA ELECTRICITY GENERATING EQUIPMENT FOR THE EMERGENCY CARE UNIT (UPA) OF THIS MUNICIPALITY, IN ACCORDANCE WITH THE QUANTITIES AND TECHNICAL SPECIFICATIONS STATED IN THE TERMS OF REFERENCE.

A enterprise _____ (**Reason social**), name _____ fantasy _____ registered with CNPJ no. _____ that

State Registration No., headquartered at (full address, street, number, Block, Lot, Sector, Zip Code,) City-State, Telephone (xx) xx), e-mail: xxxxxxxxxxxx, through its (**owner/partner/legal representative/attorney**) as the case may be, Mr./Ms. , nationality, marital status, profession, holder of Identity Document No. and CPF No., resident and domiciled at (full address, street, number, Block, Lot, Sector, Zip Code, City, Telephone: (xx) xxx, e-mail: , declares, under penalty of law, in particular art. 299 of the Brazilian Penal Code, that:

1. The proposal submitted to participate in the Electronic Auction specified above 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 Electronic Auction specified above, by any means or by any person;
2. The intention to submit the proposal prepared to participate in the Electronic Auction specified above has not been informed, discussed or received from any other potential or actual participant in the Electronic Auction specified above, by any means or by any person;
3. That he has not attempted, by any means or through any person, to influence the decision of any other potential or actual participant in the Electronic Auction specified above as to whether or not to participate.
of the aforementioned bidding;
4. That the content of the proposal submitted to participate in the Electronic Auction specified above will not be, in whole or in part, directly or indirectly, communicated or discussed with any other potential or actual participant in the Electronic Auction specified above before the award of the object of said bidding;
5. That the content of the proposal submitted to participate in the Electronic Auction specified above was not, in whole or in part, directly or indirectly, informed, discussed or received from any member of the municipality of Porto Nacional - TO before the official opening of the proposals;
and
6. That he is fully aware of the content and scope of this declaration and that he has full powers and information to sign it.

Because this is true, I hereby sign this declaration.

City-State, ____ of _____ 2025.

COMPANY NAME

Name, Position in the Company and
Signature of the Legal Representative



**STATE OF TOCANTINS
MUNICIPALITY OF PORTO NACIONAL
MUNICIPAL SECRETARY OF PURCHASES AND BIDDING**

**A N E X O V
JOINT DECLARATION**

**TO THE MUNICIPALITY OF PORTO NACIONAL
MUNICIPAL HEALTH FUND
NATIONAL PORT - TO**

Reference: **ELECTRONIC BIDDING 008/2025 FMS**

OBJECT: ACQUISITION OF 150 KVA ELECTRICITY GENERATING EQUIPMENT FOR THE EMERGENCY CARE UNIT (UPA) OF THIS MUNICIPALITY, IN ACCORDANCE WITH THE QUANTITIES AND TECHNICAL SPECIFICATIONS STATED IN THE TERMS OF REFERENCE.

JOINT DECLARATION

A enterprise _____ **(Reason** social), name registered with CNPJ _____ fantasy no. _____ that

State Registration No. with headquarters at (full address, street, number, Block, Lot, Sector, Zip Code,) City-State, Telephone (xx) xx), e-mail: xxxxxxxxxxxx, through its **(owner/partner/legal representative/attorney) as the case may be**, Mr./Ms. , nationality, marital status, profession, holder of Identity Document No. and CPF No. resident and domiciled at (full address, street, number, Block, Lot, Sector, Zip Code, City, Telephone: (xx) xxx, e-mail: , declares, under penalty of law:

I- DECLARATION OF KNOWLEDGE AND TERM OF LIABILITY

DECLARES that it has taken note of this Tender and its respective Annexes, being aware of all the information and conditions for the supply of the object, and is qualified to supply the intended object.

DECLARES, still under the penalties of the law, that the company meets all the qualification requirements for participation in bidding procedures, as well as IS RESPONSIBLE for the transactions carried out in its name, assuming its proposals as firm and true, including acts carried out directly or by its representative.

II - PROOF OF COMPLIANCE WITH INC. XXXIII OF ARTICLE 7 OF THE CF DECLARES, in

compliance with the provisions of the Notice of the process, object of **ELECTRONIC BIDDING 008/2025 FMS**, promoted by the **MUNICIPAL HEALTH FUND** of the Municipality of Porto Nacional, State of Tocantins, which **does not have in its staff, employees under the age of 18 (eighteen) in night, dangerous or unhealthy work and, from 16 (sixteen) years in any work, except as an apprentice, from 14 (fourteen) years of age, under the terms of item XXXIII of Art. 7 of the Federal Constitution of 1988.**

(Law No. 9,854/99).

III - DECLARATION OF NON-EXISTENCE OF LINK WITH THE PUBLIC ADMINISTRATION

DECLARES, for all purposes, especially for compliance with the qualification in **ELECTRONIC BIDDING 008/2025 FMS**, under the penalties of the law, that **the directors, legal or technical representatives, member of the technical, fiscal, advisory, deliberative or administrative board, partners, administrators and managers of the company** identified above, of which we are representatives, **do not hold any POSITION, EMPLOYMENT OR FUNCTION with the DIRECT OR INDIRECT PUBLIC ADMINISTRATION** of the Municipality of Porto Nacional - TO, under the terms of Art. 9, item III, §1° of Law No. 14,133/21 and Art. 17, item XI, of Law No. 13,707/18.

DECLARES, further, that its managing partners and/or managing partners **do not hold any POSITION, EMPLOYMENT OR FUNCTION with the DIRECT PUBLIC ADMINISTRATION OR INDIRECT FEDERAL OR DIRECT OR INDIRECT PUBLIC ADMINISTRATION OF THE STATE OF**

MUNICIPAL SECRETARY OF PURCHASES AND BIDDING

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TOCANTINS OR OTHER STATES OF THE FEDERATION, under the terms of Art. 117, item X, of Federal Law No. 8,112/90 and Art. 134, item X, of State Law No. 1,818/2007.

IV - DECLARATION OF INEXISTENCE OF SUPERVENING FACTS, TEMPORARY SUSPENSION OR UNSUITABILITY TO BIDD

DECLARES that there are no facts supervening to the registration/qualification in SICAF that prevent the right to bid; as well as not having received Temporary Suspension or Declaration of Ineligibility to bid or contract with any of the Administration Bodies of the municipality of Porto Nacional - TO; TEMPORARY SUSPENSION of participation in bidding and/or IMPEDIMENT from contracting with the Administration, as well as not having received a DECLARATION of INELIGIBILITY to bid or contract with the Federal, State and Municipal Administration.

Assuming responsibility for declaring any occurrence subsequent to this declaration, for the term of the contract to be signed, as well as the obligation to maintain the respective registration/qualification conditions during the same period of validity.

V - DECLARATION OF NON-EXISTENCE OF KINSHIP WITH THE MUNICIPALITY

DECLARES, for all due purposes, that there is no member in its corporate structure who is related to: Mayor, Vice-Mayor, Secretaries, Directors, Coordinators and/or employees in leadership, management or equivalent positions, by marriage or kinship, affinity or consanguineous, up to the third degree, or by adoption of the municipality of Porto Nacional - TO.

VI - DECLARATION THAT YOU COMPLY WITH THE REQUIREMENTS FOR RESERVING POSITIONS FOR PEOPLE WITH DISABILITIES AND FOR SOCIAL SECURITY REHABILITATED AND APPRENTICES

DECLARES, for due purposes, that the services are provided by companies that prove compliance with the reservation of positions provided for by law for people with disabilities or for those rehabilitated by Social Security and for Apprentices and that meet the accessibility rules provided for in the legislation, as provided for in art. 93 of Law No. 8,213, of July 24, 1991 and in art. 63 and 92 of Law 14,133 of April 1, 2021.

VII - DECLARATION OF CLASSIFICATION AS A MICROENTERPRISE, SMALL ENTERPRISE (IF APPLICABLE)

DECLARES, for all due purposes, Classified as a micro-enterprise, small-sized company (if applicable), meets the requirements established in art. 3° of Complementary Law No. 123/2006, being eligible to benefit from the favored treatment established in its arts. 42 to 49, in compliance with the provisions of §§ 1 to 3 of art. 4th, of Law No. 14,133, of 2021.

VIII - DECLARATION ORGANIZED IN A COOPERATIVE (IF APPLICABLE)

DECLARES, for the due purposes, organized in a cooperative (if applicable), complies the requirements established in art. 16 of Law No. 14,133, of 2021.

As it is an expression of the truth, we sign this document.

City-State, ____ of _____ 2025.

COMPANY NAME

Name, Position in the Company
and Signature of the Legal Representative

*on the bidder's letterhead.

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CLAUSE THREE - VALIDITY

3.1. The term of this contract will be 12 (twelve) months from the date of its signing, and may be extended in accordance with art.107 of Law No. 14,133/2021, as these are continuous services.

3.2. The Contract will be published on the National Public Procurement Portal (PNCP) and its Extract will be published in the Official Gazette of the Municipality of Porto Nacional/TO, in accordance with Article 94 of Law No. 14,133/2021.

CLAUSE FOUR - BUDGET FORECAST

4.1. The expenses arising from the contracting of the object of this contract and Terms of Reference will be covered by the specific resources allocated in the Budget of the Municipal Health Fund of Porto Nacional, being:

PROGRAM	ELEMENT OF EXPENSE	SOURCE	RECORD
4.0440.1110.2043 – MAINTENANCE OF SPECIALIZED ATTENTION	449052	15001002000040 20253867	

CLAUSE FIVE - CONTRACT SUPERVISION AND MONITORING

5.1 – CONTRACT INSPECTOR

5.1.1. The supervision and monitoring of the execution of the contract will be carried out by Mrs. Ana Paulla Carvalho Rabelo, Position: UPA Coordinator, contact: (63) 99220-4995, e-mail: upaporto@hotmail.com., Decree 082/2025, contract inspector for said hiring, which will record all occurrences and deficiencies in a report, a copy of which will be forwarded to the contractor, with the aim of immediately correcting the irregularities pointed out, and adopting the necessary measures for the faithful fulfillment of the contractual clauses, as provided for in items I, II, III and paragraphs §§ 1º and 2º of art. 171 of Law 14.133/21, respecting the limits of change in the contractual values provided for in [Law No. 14,133 of April 1, 2021](#);

5.1.2. Monitoring and supervision of the execution of the contract consists of verifying the conformity of the acquisition of the equipment, in order to ensure perfect compliance with the contract;

5.1.3. Any requirements of the Inspection, inherent to the acquisition of the equipment, must be promptly met by the Contractor without any cost to the Municipal Health Fund (FMS);

5.1.4. The Supervision carried out in the interest of the FMS does not exclude or reduce the liability of the contractor, during the term of the contract, for damages caused directly to the Administration or to third parties, resulting from its fault or intent, for any irregularity, and in its occurrence, does not imply co-liability of the Public Authority or its employees according to art. 120 of Law No. 14,133/21;

5.1.5. The performance or eventual omission of the Inspection during the delivery of the equipment and the term of the contract may not be invoked to exempt the Contractor from the responsibilities and obligations assumed for the execution of the acquisition;

5.1.6. Communication between the Inspection and the Contractor will be carried out through official correspondence and notes or records regarding the execution of the acquisition;

5.1.7. The contract execution management and monitoring activities must be carried out in a preventive, routine and systematic manner, and may be performed by civil servants, a monitoring team or a single civil servant, provided that, in the exercise of these duties, the distinction between these activities is ensured and, due to the volume of work, the performance of all actions related to Contract Management is not compromised;

5.1.8. Ensure that during the term of the contract the obligations assumed by the Contractor are fulfilled, as well as that all conditions of qualification and eligibility are maintained;

5.1.9. Supervision ensures that the contract is executed effectively and that the contractor complies with the duties imposed on him/her, being a prerogative granted to the Public Administration (art.104, III, of Federal Law 14,133/21);

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5.1.10. The person responsible for receiving the equipment must sign a document certifying that it meets the contractual and regulatory requirements in order to proceed with the authorization for payment.

5.2. TECHNICAL INSPECTOR:

5.2.1. The supervision and technical monitoring of the execution of the contract will be carried out by a qualified electrical engineer, duly designated within the municipal staff, who will record all occurrences and deficiencies in a report;

5.2.2. Verification of the conformity of the equipment to be used in the execution of the services must be carried out by the technical inspector, in accordance with the specifications in the Contractor's proposal;

5.2.3. During the execution of the object, the technical inspector must constantly monitor the quality level of the acquired equipment to prevent its degeneration, and must intervene to request the CONTRACTOR to correct any faults, failures and irregularities found;

5.2.4. The technical inspector must carry out daily, weekly and/or monthly assessments, provided that the period chosen is sufficient to assess or, if applicable, measure the performance and quality of the equipment acquired by issuing reports and opinions after the conclusion of each inspection and assessment concerning the object of this contract;

5.2.5. Report any delay or defect in the equipment and any potential impacts on the unit's operation within 24 hours, and immediately notify the competent authorities if it occurs and interferes with service to users of the unit;

5.2.6. Immediately identify which services and equipment may be compromised without the generator (e.g.: mechanical ventilators, lighting, medicine refrigerators, cardiac monitors, etc.) and request the exchange and/or replacement of the equipment within 48 hours.

CLAUSE SIX - SUPPLY:

6.1. The goods must be delivered within 30 days and provisionally received, in summary form, at the time of delivery, together with the invoice or equivalent collection instrument, by the person responsible for monitoring and supervising the contract, for the purpose of later verifying its compliance with the specifications contained in the Terms of Reference and in the proposal;

6.2. The good/object of the contract may be rejected, in whole or in part (art. 140 of Law 14,133/21), including before provisional receipt, when in disagreement with the specifications contained in the Terms of Reference and in the proposal, and must be replaced within 10 (ten) days, counting from the notification of the contractor, at its expense, without prejudice to the application of penalties;

6.3. Final receipt will occur within 60 (sixty) business days, counting from the receipt of the invoice or equivalent collection instrument by the Administration, after verification of the quality and quantity of the goods and subsequent acceptance through a detailed term;

6.4. The contractor will be responsible for all packaging and transportation costs arising from the delivery of the equipment without any burden to the contractor;

6.5. The object of this contract/acquisition must be delivered in accordance with the specifications described by the contracting party;

6.6. Comply with the purpose of the contract strictly in accordance with the rules that regulate the purpose of the contract;

6.7. The contractor will be responsible for all costs related to the supply of the equipment, including freight, insurance, loading and unloading from the origin to the place of delivery;

CLAUSE SEVEN - PLACE OF DELIVERY

7.1. The equipment to be provided must be delivered to the Emergency Care Unit (UPA), located at Rua Maria Angélica da Silva Padro 2-116, Nova Capital, Porto Nacional - TO;

7.2. The equipment must be delivered by the Contractor duly assembled, installed and in full operation in accordance with NBR 13534, NBR ISO 8528 and the standards in item 7.3.3;

7.3. Acceptance of the equipment supplied under this contract will be made upon certification of the Invoice and in accordance with the criteria below: 7.3.1. Subject the generator to operational tests simulating different load levels, to verify whether the contracted nominal power is reached and maintained with stability, evaluating the time required for the generator to start operating after a power outage, also checking the operation of the automatic transfer system (ATS), ensuring that it detects faults in the electrical network and activates the generator without manual intervention;

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- 7.3.2. Perform a generator test in continuous operation for a predetermined period (e.g. 4 to 8 hours) to check for possible failures;
- 7.3.3. The generator must comply with current legislation on electrical safety (**NR-10**) and electrical installations (**NBR 5410**);
- 7.3.4. A report must be issued by a qualified technician or engineer, certifying that the equipment was installed and tested in accordance with the specifications, with a guarantee of generator operation, ensuring that it meets the contractual requirements;
- 7.3.5. A detailed technical manual with instructions on use, maintenance and troubleshooting must be delivered together with the purchased equipment;
- 7.3.6. Prepare a document detailing the tests performed and the results obtained;
- 7.4. Failure to comply with item 7.3 will result in the equipment being replaced with one that complies with the agreed specifications, which will result in it being returned to the supplier, who will be responsible for sending a new unit in accordance with the full requirements of the contracted object.

CLAUSE EIGHT - PAYMENT:

- 8.1. The issuance of the Invoice will be preceded by the final receipt of the equipment, in accordance with this Term of Reference;
- 8.2. Payment will be made within 30 (thirty) business days from the completion of the settlement of the expense, observing all the compliance criteria of the contracted object;
- 8.3. The purchase invoice must be sent, on paper or in an electronic file, at least 10 (ten) business days before its due date, so that the Contract inspector can check it and, if there are no problems, take the necessary steps to ensure payment, which can be made using the bar code contained in the invoice or by Bank Order;
- 8.4. The Invoice must be accompanied by proof of tax regularity, verified through an online consultation with SICAF or, if access to said SICAF is not possible, System, by consulting the official websites or the documentation mentioned in art. 68 of Law No. 14,133/2021;
- 8.5. If an undue charge is identified, the contractor will be informed of the facts and the payment term will be restarted upon resubmission of the duly corrected payment document, accompanied by the details of each number, also duly corrected, assuming that the corrected document may be a payment slip, making reference to the disputed Invoice and giving discharge thereof;
- 8.6. No payment will be made to the contractor while any financial obligation imposed on it by virtue of penalty or default is pending settlement, which may be offset against the pending payment(s), without this generating the right to increases of any nature;
- 8.7. If the irregularity of the contracted supplier is confirmed in the registration, the necessary measures must be taken so that the payment(s) can be made;
- 8.8. If there is an error in the Invoice/Bill, non-acceptance of the item supplied or any other circumstance that disapproves the settlement of the expense, the expense will remain pending and payment will be suspended until the Contractor applies the necessary remedial measures;
- 8.9. Payment is subject to confirmation that the generator was delivered in accordance with the technical specifications of the contract, without physical damage or signs of improper use, checking manuals, warranty certificates, technical reports and compliance with current standards, such as **NBR ISO 8528** (applicable to generator sets), after approval.

CLAUSE NINE - CONTRACTOR'S OBLIGATIONS:

- 9.1. Make payment in the manner and within the period established in these Terms of Reference;
- 9.2. Formally designate the inspector to monitor the execution of the contract, and a technical inspector may also be designated to directly monitor the service, order corrections and monitor interruptions and other failures in the execution of the object;
- 9.3. Notify the contractor, in writing, of any imperfections, faults or irregularities found in the equipment, so that the necessary corrective measures can be taken;
- 9.4. Demand compliance with all commitments undertaken by the contractor;
- 9.5. Provide any information and clarifications requested by the contractor;

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- 9.6. Resolve any doubts that arise during the acquisition and use of the equipment through the Contract inspector, who will inform the Administration of everything;
- 9.7. Apply the administrative sanctions provided for in Law 14,133/2021 in the event of non-compliance with the contractual terms, as verified and assessed by the contract manager;
- 9.8. Fulfill all financial commitments to the Contractor, within the time frame and under the conditions established in the Terms of Reference; 9.9. Pay the Contractor the amount resulting from the acquisition of the equipment in accordance with the contract; 9.10. The Administration shall not be liable for any commitments assumed by the Contractor with third parties, even if linked to the execution of this object, as well as for any damage caused to third parties as a result of an act by the Contractor, its employees, agents or subordinates;
- 9.11. Carry out monitoring and inspection, through a specially designated employee, noting any detected failures in a specific register and forwarding the notes to the competent authority for appropriate measures, in accordance with Law 14,133/21; 9.12. Carry out inspection in the manner provided for in Federal Law No. 14,133/2021.

CLAUSE TEN - CONTRACTOR'S OBLIGATIONS:

- 10.1. Faithfully comply with the provisions of this Term of Reference, especially with regard to the delivery and quality of the equipment;
- 10.2. To be fully liable for any losses and damages caused to the contractor or third parties as a result of action or omission, intentional or negligent, by the contractor or its employees, regardless of any other contractual or legal penalties to which it is subject;
- 10.3. Provide any information and clarifications requested by the contractor within 24 (twenty-four) hours;
- 10.4. Implement, in an appropriate manner, permanent supervision of the acquisition, in order to obtain a correct and effective operation;
- 10.5. Comply with the contractor's guidelines, subject to broad and unrestricted supervision, and provide the requested clarifications, responding to any complaints made;
- 10.6. Communicate to the contractor, in writing, any abnormality in the acquisition and provide any clarifications deemed necessary;
- 10.7. Immediately inform the Contract inspector of any extraordinary or abnormal fact that occurs during the execution of the contracted object, so that appropriate measures can be taken;
- 10.8. Be responsible for all direct or indirect expenses, such as: salaries, transportation, social, tax, labor, social security and class-related charges, compensation, freight, and any others that are due to its employees in the performance of the purpose of the contract, with the CONTRACTING PARTY being exempt from any employment relationship with them; 10.9. Ensure that throughout the term of the contract, all the required qualification and qualification conditions are maintained, in compatibility with the obligations assumed by the contractor;
- 10.10. Perform with zeal, efficiency and confidentiality, safeguarding the interests of the CONTRACTING PARTY, without prejudice to professional dignity and independence;
- 10.11. Maintain, during the term of the contract, all the qualification and eligibility conditions required in the bidding process;
- 10.12. Bear the burdens resulting from any actions, demands, costs and expenses arising from a misdemeanor, whether due to its own fault or that of any of its employees or agents, and also undertake any responsibilities arising from legal or extrajudicial actions by third parties, which may be required of it by law;
- 10.13. Provide full and complete warranty of the equipment supplied for a minimum period of 12 (twelve) months, counting from the date of delivery and acceptance by the Municipal Health Fund of Porto Nacional - TO, taking responsibility, within this period, for any manufacturing and operating defects, without this resulting in the charging of any additional cost to the municipality of Porto Nacional TO;
- 10.14. Accept and comply with the normative acts or regulations issued by the Administration of the Municipal Health Fund of Porto Nacional, in compliance with its rules and guidelines.
- 10.15. Carry out basic operation training and routine checks during technical delivery with the team responsible for the operation and preventive maintenance of the equipment;

CLAUSE ELEVEN - ADMINISTRATIVE SANCTIONS:



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11.1. In case of total or partial non-execution of this instrument, the CONTRACTING PARTY may be subject to penalties imposed on the CONTRACTED PARTY based on the terms of art. 155 and 156 of Law No. 14,133/21 as per the terms below:

a) Warning: *Applied to minor infractions that do not significantly compromise the execution of the contract;*

b) Fine:

- **Compensatory fine:** *Aims to compensate the public body for the damages caused;*
- **Late payment penalty:** *Applied for delay in executing the contract (for example, delay in delivery or installation of the generator).*

• **Common percentages:** *May vary from 0.1% to 1% of the total value of the contract per day of delay, limited to a maximum percentage of 10% of the value of the contract;*

c) Temporary suspension from participating in tenders and prohibition from contracting with the Public Administration: *May be applied in the event of serious non-compliance;*

- Maximum term: **2 years.**

d) Declaration of unsuitability to bid or contract with the Public Administration:

- *Applied to very serious cases involving fraud, deceit or repeated non-compliance;*
- *It can be rehabilitated after 2 years upon compensation for losses;*

11.2. In the event of **partial or total non-fulfillment** of contractual obligations, including delivery of goods that do not comply with the technical specifications in accordance with article 137, item II of Law 14,133/2021, the contracting party is permitted to withhold amounts due to the contractor. Withholding may occur in the following situations:

- Failure to meet the technical requirements established in the contract or notice;
- Failure to comply with deadlines for adjustments or replacements;
- Faults found during commissioning or operational tests.

11.3. Delays not communicated in a timely manner or improperly substantiated will be considered unjustified, and the acceptance of the justification will be at the discretion of the Municipal Health Fund; 11.4. Whenever there is no harm to the Municipal Health Department, the

penalties imposed may be waived or transformed into others of lesser sanction, at its discretion; 11.5. According to article 125 of Law No. 14,133/2021, in case of failure to comply with the deadline for delivery and installation of the equipment to be purchased, the following penalties may be applied:

a) Penalty for delay: *0.5% of the total value of the contract per day of delay in delivery or installation, limited to 10% of the value of the contract;*

b) Compensatory fine: *5% to 20% of the value of the contract, depending on the severity, to cover losses in the event of total non-compliance with the contract;*

c) Contract termination: *In cases of serious non-compliance, the contract may be terminated unilaterally, with the application of cumulative sanctions, in accordance with the situations provided for in articles 137, 138, and 139 of Law 14,133/2021;*

11.6. The contractor will be guaranteed the **right to a hearing and full defense**, as provided for in article 156 of Law No. 14,133/2021. The penalty will be proportional to the severity of the infraction and the damages caused;

11.7. No sanction will be applied without due administrative process, and the presentation of a prior defense will be permitted within 05 (five) business days from the date on which the Contractor receives the summons.

CLAUSE TWELFTH - SUSTAINABILITY AND ENVIRONMENTAL IMPACT

12.1. The possible environmental impacts and treatments in the acquisition of a 150 KVA electric power generator are:

12.2. **Emission of polluting gases:** Electric power generators in UPAs – Emergency Care Units are powered by fossil fuels such as diesel or gasoline, which emit polluting gases during combustion, such as carbon dioxide (CO₂), nitrogen oxides (NO_x), carbon monoxide (CO) and fine particles, causing global warming due to CO₂ is a greenhouse gas that contributes to climate change and air pollution because the NO_x and fine particles generated harm air quality and affect the health of the population, especially in urban areas with high population density, where UPAs are usually located.



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located. As a way of treating and mitigating these impacts, biofuels such as biodiesel or natural gas should be used, which can reduce CO₂ and NO_x emissions, making generators more environmentally friendly, in addition to installing particle filters and catalysts to reduce pollutant emissions;

12.3. Noise: Diesel or gasoline generators generate considerable noise, which can be problematic, especially in UPAs, where a quiet environment is necessary for patient recovery and the proper functioning of health services. It can cause noise pollution due to constant noise causing stress, sleep disturbances, affecting patient recovery, and impacting the well-being of employees and neighbors. In addition to potentially interfering with medical operations, noise can interfere with communication between health teams and patient monitoring processes. Therefore, choose quieter generators and opt for low-noise generators or equipment with noise reduction technology, as well as build acoustic barriers or isolation boxes around the generators to reduce the impact of sound and choose a strategic location for the generator in areas away from the service area, if possible, or in places that minimize the propagation of sound to sensitive areas of the unit;

12.4. High fuel consumption: Fuel consumption can be high, especially in PSUs that operate with generators for extended periods, such as in situations of power outages or in isolated locations. Therefore, the continuous use of fossil fuel-powered generators generates a significant carbon footprint, as well as depleting natural resources and contributing to energy shortages. To minimize these impacts, opt for efficient generators that have high fuel efficiency to reduce consumption. Regular and periodic maintenance of the generator ensures that it is operating efficiently and with low fuel consumption, and the use of hybrid or renewable generators such as solar or wind energy sources can reduce dependence on fossil fuels.

CLAUSE THIRTEEN - TERMINATION OF CONTRACT

13.1. The Contract may be terminated at any time, in the manner and cases listed in articles 137, 138, 139 and 104, item II, all of Law 14,133/21.

13.2. Failure by the CONTRACTOR to comply with its legal and/or contractual obligations ensures the CONTRACTOR the right to terminate the contract at any time, regardless of notice, judicial and/or extrajudicial summons.

13.3. The CONTRACTOR reserves the right to terminate this contract in whole or in part, provided that it is administratively convenient or in the public interest, as provided for in Law 14,133/2021 and its amendments, without the CONTRACTOR having any right to complaints or compensation.

CLAUSE FOURTEENTH – JURISDICTION

14.1. The Court of Porto Nacional - TO is elected to resolve disputes arising from the execution of this Contract Term that cannot be resolved through conciliation, in accordance with art. 92, §1, of Law No. 14,133/21.

National Port – TO ___ of _____ of 2025.

**PORTO NACIONAL MUNICIPAL HEALTH FUND
CRISTIANE NUNES OF OLIVEIRA AIRES AMARAL
Manager
CONTRACTOR**

**ENTERPRISE
CONTRACTED**