



**BIDDING NOTICE**

**BIDDING PROCESS GOVERNED BY FEDERAL LAW Nº 14.133/2021**

**ELECTRONIC BIDDING UNDER PRICE REGISTRATION SYSTEM NO. 11/2025**

**ADMINISTRATIVE PROCESS NO.: 16/2025**

**BIDDING PROCESS GOVERNED BY FEDERAL LAW Nº 14.133/2021**

**DISPUTE METHOD: OPEN**

**TYPE: LOWEST PRICE PER ITEM**

**REQUESTING AGENCIES: SECRETARY OF SOCIAL COMMUNICATION, LEISURE AND TOURISM,  
SUPERINTENDENCE OF CULTURE AND SUPERINTENDENCE OF SPORTS.**

**PREFERENCE ME/EPP/EQUIVALENT: NO**

**START OF RECEIPT OF PROPOSALS: 03/13/2024 – at 5:00 p.m.**

**OPENING OF THE SESSION: 03/28/2025 – at 9:00 am**

**OPENING OF COMMERCIAL PROPOSALS: 03/28/2025 – at 09:01 am**

**OBJECT: HIRING A SPECIALIZED COMPANY FOR RENTAL, ASSEMBLY, DISASSEMBLY, LOGISTICS AND SUPPORT FOR EVENTS (RENTAL OF STAGE, CHEMICAL TOILET AND TABLE AND CHAIR SET) TO MEET THE DEMANDS OF THE MUNICIPAL SECRETARIAT OF SOCIAL COMMUNICATION, LEISURE AND TOURISM, THE SUPERINTENDENCE OF CULTURE AND THE SUPERINTENDENCE OF SPORTS.**

1-It is hereby made public, for the knowledge of interested parties, that the Municipality of Pouso Alegre, through the Superintendence of Management of Material Resources, headquartered at Rua Lucy Vasconcelos Teixeira, nº 230, Bairro Mirante do Paraíso, in the city of Pouso Alegre/MG, CEP 37560-000, will hold a bidding process, in the AUCTION modality for price registration, in ELECTRONIC form, under the terms of Law nº 14,133, of April 1, 2021, of Decree nº 11,462, of March 31, 2023, of Decree 5,773 of December 7, 2023 and other relevant legislation established in this Notice.

2 – The Notice and its Annexes may be obtained free of charge on the website of the Municipality of Pouso Alegre (MG), through the electronic address [www.pousoalegre.mg.gov.br](http://www.pousoalegre.mg.gov.br) and on the Public Procurement Portal Bidding Platform, through the electronic address <https://www.portaldecompraspublicas.com.br/>.

3 - Any and all changes that may occur in this Notice, such as errata, addendum, suspension or revocation, must be consulted by prospective bidders at the electronic address <https://www.portaldecompraspublicas.com.br/>, as well as on the City Hall website <https://pousoalegre.mg.gov.br/>.

4 - The Administration will not be held responsible if the prospective bidder does not see the change on the aforementioned Websites, consequently being unaware of the content of the published Notices.

5 - The work will be conducted by Mr. Gilbert Pereira de Castro, Contracting Agent and by the Support Team, comprising: Adriana Mara dos Santos and Elton Garcia, appointed by ordinance no. 03 of February 7, 2024.

6 - If there is no business on the aforementioned date, the deadline for submitting Commercial Proposals, as well as the date for the Auction session, will be extended to the first subsequent business day, under the same terms and times.

7 - Proposals must be submitted by the date and time set for the opening of the public session.

**1. OF THE OBJECT**

1.1. The object of this bidding is **HIRING A SPECIALIZED COMPANY FOR RENTAL, ASSEMBLY, DISASSEMBLY, LOGISTICS AND SUPPORT TO MEET THE DEMANDS OF THE MUNICIPAL SECRETARIAT OF SOCIAL COMMUNICATION, LEISURE AND TOURISM, THE SUPERINTENDENCE OF CULTURE AND THE SUPERINTENDENCE OF SPORTS**, according to the conditions, quantities and requirements established in this Notice and its annexes.

1.2. The judging criteria adopted will be the following: **LOWEST PRICE PER ITEM**, observing the requirements contained in this Notice and its Annexes regarding the object specifications.





## 2. BUDGET RESOURCES:

RECORD	APPEAL	ORIGIN	ALLOCATION	DESCRIPTION
220	15000000000	OWN	02.04.2012.0013.0392.0013.333903900 0000000000	ORGANIZATION AND SUPPORT FOR TRADITIONAL EVENTS AND COMMEMORATIVE DATES.
1081	15000000000	OWN	02.21.2082.0013.0392.0005.333903900 0000000000	<b>CULTURE-OTHERS</b> PERSONAL SERVICES LEGAL
863	15000000000	OWN	02.12.2172.0004.0122.0035. 33390390000000000000	MAINTENANCE OF <b>SUPERINTENDENCE OF</b> <b>SPORTS</b>

## 3. ACCREDITATION ON THE PUBLIC PURCHASES PORTAL

3.1. To access the electronic system, those interested in participating in the Auction must be accredited with the Public Purchases Portal, providers of the electronic system.

3.2. Any information regarding accreditation may be obtained through the website <http://www.portaldecompraspublicas.com.br/18/>, according to the instructions contained therein, and also from the Bidding Department of the City of Pouso Alegre, telephone number (35) 3449-4023 or by email: [licitapamg@gmail.com](mailto:licitapamg@gmail.com).

3.3. The Municipality of Pouso Alegre does not have the autonomy to intervene in the accreditation of suppliers to obtain the access key and password, as this procedure is the exclusive responsibility of the Public Purchasing Portal, provider of the electronic system.

3.4. Accreditation with the system provider implies the responsibility of the bidder or his/her legal representative and the presumption of his/her technical capacity to carry out the transactions inherent to this Auction.

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

3.6. It is the responsibility of the registered person to check the accuracy of their registration data on **PUBLIC PROCUREMENT PORTAL** and keep them updated with the bodies responsible for the information, and must immediately correct or change the records as soon as an inaccuracy is identified or they become out of date.

## 4. PARTICIPATION IN THE BIDDING PROCESS

4.1. Interested parties whose field of activity is compatible with the object of this tender, and who have regular Accreditation in the **PUBLIC PROCUREMENT PORTAL**.

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

4.3. 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.

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





4.5. The participation of a company in judicial recovery is permitted, provided that it is supported by a certificate issued by the competent judicial authority, which certifies that the interested party is economically and financially capable of participating in a bidding process, in accordance with the current understanding of the TCU.

#### **4.6. PARTICIPATION OF MICRO-ENTERPRISES AND SMALL BUSINESSES**

4.6.1. 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, individual rural producers and to individual microentrepreneurs - MEI, within the limits set forth in Complementary Law No. 123 of 2006.

4.6.2. Obtaining benefits under articles 42 to 49 of Complementary Law No. 123/2006 is limited to microenterprises and small businesses that, in the calendar year of the bidding process, have not yet entered into contracts with the Public Administration whose combined values exceed the maximum gross revenue permitted for the purposes of classification as a small business.

4.6.3. The provisions set out in articles 42 to 49 of Complementary Law No. 123/2006 shall not apply:

4.6.3.1. In the case of bidding for the acquisition of goods or contracting of services in general, to the item whose estimated value is higher than the maximum gross revenue permitted for the purposes of classification as a small business;

4.6.3.2. In the case of contracting engineering works and services, to bids whose estimated value is higher than the maximum gross revenue permitted for the purposes of classification as a small business.

4.6.4. Bidders who invoke the status of micro-enterprises or small businesses for the purpose of exercising any of the benefits provided for in Complementary Law No. 123/2006 and reproduced in this notice, **must also present the following documents during the qualification phase:**

4.6.4.1. **SIMPLIFIED CERTIFICATE FROM THE BOARD OF DIRECTORS** updated from the bidder's headquarters state, proving the status of ME, EPP or MEI.

4.6.4.2. **CERTIFICATE OF INDIVIDUAL MICRO ENTREPRENEUR STATUS – CCMEI** when it comes to Individual Microentrepreneurs (MEI), and may replace the articles of association or statute.

4.6.4.3. Declaration, signed by the company's legal representative, of eligibility and of there being none of the impediments provided for in § 4 of art. 3 of LC 123/2006, according to the model attached to this notice, according to the specific case ( **ANNEX IV** of the notice).

4.6.5. The mere participation of a bidder as a micro or small business, supported by a declaration with false content, constitutes fraud in the bidding process and gives rise to the application of the penalties of the law, and it is not necessary for the perpetrator of the fraud to obtain the expected advantage for the offense to be configured, as recommended by the case law of the Federal Court of Auditors.<sup>1</sup>

#### **4.6.6. APPLICABILITY OF THE PROVISIONS OF ARTICLE 48, SECTION I, OF COMPLEMENTARY LAW NO. 123/2006:**

4.6.6.1. In relation to item(s) **02**, This auction is intended **exclusively to companies that qualify as micro-enterprises or small businesses**, pursuant to art. 48, I, of Complementary Law 123/2006, and also corporate companies that have earned, in the previous calendar year, gross revenue up to the limit defined in item II, of the caput, of art. 3º of Complementary Law 123/2006, pursuant to art. 34 of Law 11.488/2007.

4.6.6.2. On the other hand, the items **01 and 03** will be **intended for broad competition**, under the terms of the aforementioned legal provisions.

#### **4.7. THE FOLLOWING MAY NOT COMPETE IN THIS BIDDING:**

<sup>1</sup>Ruling No. 1702/2017 – Plenary – TCU, Ruling 930/2022 – Plenary – TCU, etc.





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

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

4.7.2.1. The provisions of items 4.7.2 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.

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

4.7.3.1. At the discretion of the Administration and exclusively at its service, the author of the projects and the company referred to in items 4.7.2 and 4.7.3 may participate in supporting the contracting planning, bidding execution or contract management activities, provided that they are under the exclusive supervision of public agents of the body or entity.

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

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

4.7.4.1. The impediment referred to in item 4.7.4. shall also apply 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.

4.7.5. Foreigners who do not have legal representation in Brazil with express powers to receive summons and respond administratively or judicially;

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

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

4.7.8. Public agent of the bidding body or entity;

4.7.8.1. The prohibition set out in item 4.7.8 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.

4.7.9. 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.

4.7.10. 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;





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

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

## **5. CONSORTIUM**

5.1. The participation of legal entities in a consortium will be permitted, subject to the following rules, in accordance with article 15 of Law 14,133/2021:

5.2. There must be proof of a public or private commitment to form the consortium, signed by the consortium members;

5.3. The consortium's leading company must be indicated, which will be responsible for its representation before the Administration;

5.4. For the purposes of technical qualification, the sum of the quantities of each consortium member will be accepted;

5.5. For the purposes of economic and financial qualification, the sum of the values of each consortium member will be admitted;

5.5.1. There will be an increase of 10% on the amount required for the individual bidder, which will not apply to consortia composed entirely of micro and small companies.

5.6. The consortium company will be prevented from participating in more than one consortium or in isolation in the same bidding process;

5.7. The members are jointly and severally liable for the acts carried out both in the bidding phase and in the contract execution phase;

5.8. If the bidder in a consortium is the winner of the contest, it must promote, before the execution of the minutes/contract, the constitution and registration of the consortium, in accordance with the terms of the agreement signed;

5.9. A maximum limit of consortium companies may be established, provided there is technical justification;

5.10. The replacement of a consortium member will be permitted, provided that it is expressly authorized by the contracting body, and the replacement will be subject to proof that the new consortium company has, at least, the same quantities for the purpose of technical qualification and the same values for the purpose of economic-financial qualification presented by the replaced company for the purpose of qualifying the consortium in the bidding process that originated the contract.

## **6. CHALLENGE TO THE NOTICE AND REQUEST FOR CLARIFICATION**

6.1. Up to 03 (three) business days before the date designated for the opening of the public session, any person may challenge this Notice, as regulated by article 164 et seq. of Federal Law No. 14,133/2021.

6.2. The objection must be sent exclusively electronically, in the appropriate field of the Public Procurement Portal System at the electronic address [www.portaldecompraspublicas.com.br](http://www.portaldecompraspublicas.com.br).

6.3. It will be up to the Auctioneer, assisted by the competent technical sector, to decide on the objection within a period of up to 3 (three) business days.

6.4. If the objection is accepted, a new date for the competition will be defined and published, except when, unquestionably, the change does not affect the formulation of proposals.

6.5. Requests for clarification regarding this bidding process must be sent to the Auctioneer, up to 03 (three) business days prior to the date designated for the opening of the public session, exclusively by electronic means, in the appropriate field of the Public Procurement Portal System at the electronic address [www.portaldecompraspublicas.com.br](http://www.portaldecompraspublicas.com.br).





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

6.7. Participation in the competition, without this Notice having been timely challenged, implies acceptance by interested parties of the conditions established therein.

6.8. Responses to objections and requested clarifications, as well as other general notices, will be registered on the website [www.portaldecompraspublicas.com.br](http://www.portaldecompraspublicas.com.br), and it is the bidders' responsibility to monitor them.

6.9. Objections submitted after the respective legal deadline or, in the case of companies, which are signed by a representative who is not legally qualified or not identified in the process to respond for the proponent will not be considered.

6.10. The objection petition filed by a company must be signed by a partner, a person appointed to manage the business corporation, or an attorney, and be accompanied, as applicable, by the bylaws or articles of association and any subsequent amendments, if any, by the act appointing the administrator, or by a public or private power of attorney (mandate instrument with powers to challenge the Notice).

## **7. PRESENTATION OF THE PROPOSAL**

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

7.1.1. Is aware of and agrees with the conditions contained in the notice and its annexes, as well as that the submitted proposal 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;

7.1.2. 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;

7.1.3. 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;

7.1.4. Declaration that it complies with the reservation of positions provided for by law for people with disabilities, for those rehabilitated by Social Security or for apprentices, as well as the reservation of positions provided for in other specific rules, as provided for in art. 116 of Law No. 14,133/2021 and arts. 51 and 53 of Federal Decree No. 9,579/2018.

7.2. The bidder organized in a cooperative must also declare, in the appropriate field of the electronic system, that it meets the requirements established in article 16 of Law No. 14,133 of 2021.

7.3. 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.

7.4. It will be the bidder's responsibility to monitor operations in the electronic system during the public session of the Auction, and will be responsible for the burden resulting from the loss of business, due to failure to observe any messages issued by the system or its disconnection.

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

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

7.7. 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 ended, when these are requested to be attached before the public session.





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

7.9. The price proposal must be sent exclusively via the system, written in the national language, without alternative quotes, descriptions that identify the bidder, amendments, erasures or interlineations;

7.10. Bidders shall submit their proposals exclusively through the electronic system, describing the object offered and the price, by the date and time established for the opening of the public session, when the stage for submitting this documentation shall automatically end.

7.11 The proposal must be presented in accordance with:

7.11.1 The identification/description of the object offered, so as to allow the Auctioneer to easily verify whether or not the specifications in this Auction were met, observing the specifications contained in this Notice;

7.11.2 The unit price and total price quoted in reais, with a maximum of 02 (two) decimal digits after the comma;

7.11.3 The validity period of the proposal, which may not be less than 60 (sixty) days, counted from the deadline for submission of the proposal, after the Auctioneer's call;

7.12 The item number offered must correspond with their respective quantities;

7.13 If there is a discrepancy between the unit and total value, the unit value will prevail;

7.14 Proposals that present price alternatives or any other condition not provided for in this Notice will be disregarded;

7.15 It is prohibited to quote different prices due to the place of delivery or due to the form and place of packaging or any other reason.

7.16 All specifications of the object contained in the proposal are binding on the proposer.

## **8. OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND FORMULATION OF BIDS**

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

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

8.2.1. Any proposal that identifies the bidder will be disqualified.

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

8.2.3. Failure to disqualify the proposal does not prevent its final judgment to the contrary, carried out at the acceptance stage.

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

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

8.5. 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.

8.6. The bid must be made for the full value of the item.

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





- 8.8. The bidder may only offer a bid of a lower value or a higher discount percentage than the last one offered by him and registered by the system.
- 8.9. The minimum range of difference in values or percentages between bids, which will apply both to intermediate bids and to the proposal that covers the best offer, must be **R\$ 0.01 (one cent)**
- 8.10. The bidder may delete his/her last bid once, within fifteen seconds after registering in the system, in the event of an inconsistent or unfeasible bid.
- 8.11. The procedure will follow in accordance with the dispute mode adopted.
- 8.12. In this bidding process for sending bids in the electronic auction, the "open" bidding mode will be adopted, where bidders will submit public and successive bids, with extensions.**
- 8.12.1. The bidding stage of the public session will last ten minutes and, after that, will be automatically extended by the system if a bid is offered in the last two minutes of the public session duration.
- 8.12.2. 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.
- 8.12.3. 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.
- 8.12.4. 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.
- 8.12.5. After the restart provided for in the item above, bidders will be called to submit intermediate bids.
- 8.13. After the deadlines established in the previous subitems have expired, the system will order and publish the bids in ascending order of value..
- 8.14. Two or more bids of the same value will not be accepted, with the bid received and registered first prevailing.
- 8.15. During the public session, bidders will be informed, in real time, of the value of the lowest bid registered, without identifying the bidder.
- 8.16. 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.
- 8.17. When the disconnection of the electronic system for the auctioneer persists for more than ten minutes, the public session will be suspended and restarted only after twenty-four hours have passed since the Auctioneer communicated the fact to the participants, on the electronic website used for dissemination.
- 8.18. If the bidder does not submit any bids, he/she will compete with the value of his/her proposal.
- 8.19. Regarding items 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, comparing them with the values of the first-place bidder, if this is a larger company, as well as the values of the other classified bidders, for the purpose of applying the provisions of articles 44 and 45 of Complementary Law No. 123 of 2006, regulated by Decree No. 8,538 of 2015.
- 8.19.1. 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.
- 8.19.2. 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 of a lower value than that of the first-placed bidder, within a period of 5 (five) minutes controlled by the system, counted after the automatic notification to do so.





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

8.19.4. 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.

8.20. 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.

8.20.1 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:

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

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

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

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

8.20.2.1. 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;

8.20.2.2. Brazilian companies;

8.20.2.3. Companies that invest in research and technology development in the country, companies that prove the practice of mitigation, in accordance with Law No. 12,187, of December 29, 2009.

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

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

8.21.2. The negotiation will be carried out through the system and may be monitored by other bidders.

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

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

8.22. The auctioneer is authorized to extend the established deadline, based on a reasoned request made in the chat by the bidder, before the deadline ends.

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

## **9. ACCEPTANCE OF THE WINNING PROPOSAL**





9.1. Once the negotiation stage is complete, the auctioneer, with the assistance of the technical area, will examine the proposal ranked first regarding its suitability for the object and price compatibility in relation to the maximum stipulated for contracting in this Notice, in compliance with the provisions of article 14 of Federal Law No. 14,133/2021.

9.2. The winning proposal or bid that presents a final price higher than the maximum price set (Ruling No. 1455/2018 - TCU - Plenary), a discount lower than the minimum required or that presents a clearly unfeasible price will be disqualified.

9.2.1. A proposal that presents symbolic, insignificant or zero-value global or unit prices, incompatible with market prices of inputs and wages, plus the respective charges, shall be considered unfeasible, even if the bidding notice has not established minimum limits, except when they refer to materials and facilities owned by the bidder itself, for which it waives part or all of the remuneration.

9.3. In the event that it is necessary to suspend the public session to carry out due diligence, with a view to correcting the proposals, the public session may only be restarted upon prior notice in the system at least 24 (twenty-four) hours in advance, and the occurrence will be recorded in the minutes;

9.4. The Auctioneer may call on the bidder to send a complementary digital document, through a functionality available in the system, within the period to be established, under penalty of non-acceptance of the proposal.

9.4.1. The auctioneer is authorized to extend the established deadline, based on a reasoned request made in the chat by the bidder, before the deadline ends.

9.4.2. Among the documents that may be requested by the Auctioneer, those that contain the characteristics of the material offered, such as brand, model, type, manufacturer and origin, in addition to other pertinent information, such as catalogs, brochures or proposals, sent electronically, or, if applicable, by another means and within a period indicated by the Auctioneer, without prejudice to their subsequent sending via the electronic system, under penalty of non-acceptance of the proposal.

9.4.3. If compatibility with the requested specifications, especially regarding quality and performance standards, cannot be assessed by the means provided for in the subitems above, the Auctioneer will require the bidder ranked first to present the catalog and/or sample, under penalty of non-acceptance of the proposal, at the place and within the period to be indicated.

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

9.4.3.2. The specimens made available to the Administration will be treated as prototypes and may be handled and disassembled by the technical team responsible for the analysis, without giving rise to the right to reimbursement.

9.4.3.3. Bidders must make available to the Administration all the conditions necessary for carrying out tests and provide, free of charge, the printed manuals in Portuguese necessary for their perfect use, when applicable.

9.5. If the winning proposal or bid is disqualified, the Auctioneer will examine the subsequent proposal or bid, and so on, in the order of classification.

9.6. The Auctioneer may submit, through the electronic system, a counterproposal to the bidder who submitted the most advantageous bid, in order to negotiate the best price, and negotiations under conditions other than those provided for in this Notice are prohibited.

9.7. Also in cases where the Auctioneer does not accept the proposal and moves on to the next one, he may negotiate with the bidder to obtain a better price.

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

9.9. In items not exclusive to the participation of micro and small businesses, whenever the proposal is not accepted, and before the Auctioneer moves on to the next one, there will be a new verification, by the system, of the possible occurrence of a fictitious tie, provided for in articles 44 and 45 of LC nº 123, of 2006, following the discipline previously established, if applicable.

## **10. SUBMISSION OF THE WINNING PROPOSAL**





10.1. The revised proposal of the winning bidder must be submitted within 2:00 (two hours) from the date of the Auctioneer's request in the electronic system and must:

10.1.1. Be written in Portuguese, typed or typed, in one copy, without amendments, erasures, interlineations or reservations, with the last page signed and the others initialed by the bidder or his/her legal representative.

10.1.2. Contain the bank, account number and branch of the winning bidder, for payment purposes.

10.2. The final proposal must be documented in the records and will be taken into consideration during the execution of the contract and the application of any sanctions to the Contractor, if applicable.

10.2.1. All specifications of the object contained in the proposal, such as brand, model, type, manufacturer and origin, are binding on the Contractor.

10.3. Prices must be expressed in national currency, the unit value in figures and the global value in figures and in words (art. 12 of Law No. 14,133/2021).

10.3.1. In the event of a discrepancy between the unit prices and the overall price, the former shall prevail; in the event of a discrepancy between the numerical values and the values expressed in words, the latter shall prevail.

10.4. The offer must be firm and precise, strictly limited to the purpose of this Notice, without containing price alternatives or any other condition that may lead to more than one result, under penalty of disqualification.

10.5. The proposal must comply with the terms of this Notice and its Annexes, and any proposal that does not correspond to the specifications contained therein or that establishes a link to the proposal of another bidder will not be considered.

10.6. Proposals containing the description of the object, the value and the complementary documents will be available on the internet, after approval.

## 11. QUALIFICATION

11.1. 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 articles 62 to 70 of Law No. 14,133 of 2021.

11.1.1. As a prerequisite for examining the qualification documentation of the bidder holding the proposal ranked first, the Auctioneer shall verify any failure to comply with the conditions of participation, especially with regard to the existence of a sanction that prevents participation in the event or future contracting, by consulting the following records:

a) National Registry of Unfit and Suspended Companies - CEIS, maintained by the Comptroller General of the Union ([www.portaldatransparencia.gov.br/ceis](http://www.portaldatransparencia.gov.br/ceis));

b) National Registry of Civil Convictions for Acts of Administrative Impropriety, maintained by the National Council of Justice ([www.cnj.jus.br/improbidade\\_adm/consultar\\_requerido.php](http://www.cnj.jus.br/improbidade_adm/consultar_requerido.php)).

c) List of Unfit Persons and the Integrated Registry of Convictions for Administrative Offenses - CADICON, maintained by the Federal Court of Auditors - TCU;

11.1.2. If it appears in the Consultation of *Supplier Status* the existence of Indirect Impeding Occurrences, the manager will take steps to verify whether there was fraud on the part of the companies indicated in the Indirect Impeding Occurrences Report.

11.1.3 Any attempt to defraud will be verified through corporate links, similar supply lines, among others.

11.1.4. The bidder will be called to make a statement prior to his/her disqualification.

11.1.5. If the existence of a sanction is confirmed, the Auctioneer will consider the bidder ineligible due to lack of conditions for participation.





11.1.5.1. In the event of disqualification, the system will perform a new check to determine whether a fictitious tie has occurred, as provided for in articles 44 and 45 of Complementary Law No. 123 of 2006, following the rules previously established for accepting the subsequent proposal.

11.1.6. If there is a need to send additional qualification documents, necessary to confirm those required in this Notice and already presented, the bidder will be called upon to submit them, in digital format, via the system, within the deadline to be pre-established, under penalty of disqualification.

11.1.7. There will only be a need to prove that the requirements have been met by presenting the original non-digital documents when there is doubt regarding the integrity of the digital document.

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

11.1.9. If there is a need to analyze the required documents in detail, the Auctioneer will suspend the session, informing in the "chat" the new date and time for the continuation of the same.

11.1.10. Bidders who fail to prove their qualification, either by failing to present any of the required documents or presenting them in disagreement with the provisions of this Notice, will be disqualified.

11.1.11. In items not exclusive to micro and small businesses, in the event of disqualification, the system will perform a new check to determine whether a fictitious tie has occurred, as provided for in articles 44 and 45 of LC No. 123 of 2006, following the rules previously established for acceptance of the subsequent proposal.

11.1.12. The provisionally successful bidder in an item, who is competing in another item, will be required to prove the qualification requirements cumulatively, that is, adding the requirements of the item in which he won to those of the item in which he is competing, and so on, under penalty of disqualification, in addition to the application of the applicable sanctions.

11.1.13. If there is no cumulative proof of the qualification requirements, the disqualification will fall on the item(s) of lowest value whose withdrawal(s) is/are sufficient for the bidder to qualify for the remaining items.

11.1.14. Once compliance with the qualification requirements set out in the Notice has been confirmed, the bidder will be declared the winner.

11.1.15. If the bidder is the parent company, all documents must be in the name of the parent company, and if the bidder is the branch, all documents must be in the name of the branch, except those documents that, by their very nature, are demonstrably issued only in the name of the parent company.

11.1.16. CNPJ registrations of head office and branch bidders with differences in document numbers pertaining to the CND and CRF/FGTS will be accepted, when the centralization of the collection of these contributions is proven.

## 11.2. LEGAL QUALIFICATION:

the) **Commercial registration**, in the case of an individual company;

b) **Articles of incorporation** and subsequent changes duly registered, in the case of a commercial company, and in the case of joint stock companies, accompanied by documents electing their directors;

w) **Registration of the articles of association**, in the case of civil companies, accompanied by proof of directorship in office;

d) **Authorization decree**, in the case of a foreign company or corporation operating in the country, and an act of registration or authorization to operate issued by the competent body, when the activity so requires;

e) Identity document of the managing partner;

f) Power of attorney, where applicable, which must be accompanied by identity documents of the grantor and the grantee.

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





### 11.2.2. Companies that qualify as ME, EPP or MEI, according to Complementary Law No. 123/2006, must present together with the legal qualification documents:

11.2.2.1. **SIMPLIFIED CERTIFICATE FROM THE BOARD OF DIRECTORS** updated from the bidder's headquarters state, proving the status of ME, EPP or MEI.

11.2.2.2. **CERTIFICATE OF INDIVIDUAL MICRO ENTREPRENEUR STATUS – CCMEI** when it comes to Individual Microentrepreneurs (MEI), and may replace the articles of association or statute.

11.2.2.3. Declaration, signed by the company's legal representative, of eligibility and of there being none of the impediments provided for in § 4 of art. 3 of LC 123/2006, according to the model attached to this notice, according to the specific case (**ANNEX IV** of the notice).

11.2.3. The mere participation of a bidder as a micro or small business, supported by a declaration with false content, constitutes fraud in the bidding process and gives rise to the application of the penalties of the law, and it is not necessary for the perpetrator of the fraud to obtain the expected advantage for the offense to be configured, as recommended by the case law of the Federal Court of Auditors.<sup>2</sup>

### 11.3. TAX AND LABOR REGULARITY:

- a) Proof of registration with the **National Registry of Legal Entities (CNPJ)**;
- b) 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.
- c) Proof of regularity with the **Municipality Farm** of the bidder's headquarters or domicile, relating to movable and immovable property taxes, within the validity period.
- d) Proof of regularity with the **Federal Treasury**, upon presentation of a Joint Certificate of Debts Relating to Federal Taxes and Active Debt of the Union, issued by the Federal Revenue Service, within the validity period.
- e) Proof of regularity with the **State Farm**, which must be done by presenting the Negative Debt Certificate – CND, within the validity period.
- f) Proof of regularity with the **Severance Pay Guarantee Fund – FGTS**, which must be done by presenting the CRF, issued by Caixa Econômica Federal, within the validity period.
- g) **Proof of Regularity of Labor Debts**, in accordance with Federal Law 12,440/2011, within the validity period.
- h) **Micro and small businesses**, when participating in this competition, must present all the documentation required to prove tax and labor regularity, even if this presents some restriction;

I) If there is any restriction in proving the **tax and labor regularity**, the term of **05 (five) business days, from the date of the Auctioneer's call for presentation**, extendable for the same period, at the discretion of the Municipal Government of Pouso Alegre, for the regularization of documentation, payment or installment of the debt, and issuance of any negative or positive certificates, in effect, a negative certificate;

II) Failure to regularize the documentation within the period provided for in the previous subitem will result in the **decay of the right to contract**, without prejudice to the sanctions provided for in this notice, with bidders being summoned to, in a public session, resume the acts relating to the bidding process.

11.3.1. The **certificates that do not have a specification regarding the deadline** of validity will be accepted with **up to 90 (ninety) days** from the date of its dispatch.

<sup>2</sup>Ruling No. 1702/2017 – Plenary – TCU, Ruling 930/2022 – Plenary – TCU, etc.





#### 11.4. ECONOMIC AND FINANCIAL QUALIFICATION.

the) **Bankruptcy Clearance Certificate**, issued by the distributor of the legal entity's headquarters, on a date no earlier than sixty days from the opening of the public session of this BIDDING, if another deadline is not stated in the document.

b) Companies in **judicial recovery** must present one of the following documents:

b.1) Present a certificate issued by the competent judicial authority certifying that it is economically and financially capable of participating in a bidding process under Laws 14,133/2021; or

b.2) Recovery Plan already approved by the competent court and in full force, without prejudice to compliance with all economic and financial qualification requirements established in the notice.

#### 11.5. TECHNICAL QUALIFICATION

11.5.1. Certificate of Technical Capacity, provided by a Public or Private Legal Entity, on letterhead, proving the supply of the object of this bidding or similar.

11.5.2. Proof of registration or enrollment of the company and the technical manager with the competent professional entity (CREA or CAU) for the items in item 03;

11.5.3. Proof of the professional in the bidder's technical staff may be provided by means of a copy of the bidder's employment record, articles of association, service provision contract, or even a declaration of future hiring of the professional holding a certificate of technical capacity, provided that it is accompanied by the latter's consent, in accordance with TCU case law;

11.5.4. Environmental License/Authorization for Operation issued by the State Council for Environmental Policy – COPAM – SEMAD. - The contracted company must present the certificate for environmental licensing of the enterprise and waste transportation for item 02.

#### 12. APPEALS

12.1. Once the winner has been declared and the tax and labor regularization phase of the bidder qualified as a micro-enterprise or small business has been completed, if applicable, a period of at least 10 (ten) minutes will be granted for any bidder to express their intention to appeal, in a reasoned manner, that is, indicating which decision(s) they intend to appeal against and for what reasons, in the appropriate field of the system.

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

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

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

12.4.1. the intention to appeal must be expressed immediately, under penalty of preclusion; the period for presenting grounds for appeal will begin on the date of notification or the drawing up of the qualification or disqualification report;

12.4.2. 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.

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

12.6. 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 shall issue its decision within 10 (ten) business days, counted from the receipt of the case.

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

12.8. 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.





12.9. 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.

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

12.11. The case files will remain open to interested parties on the website where the session will be held.

### **13. REOPENING OF THE PUBLIC SESSION**

13.1. The public session may be reopened:

13.1.1. In cases where an appeal is granted that leads to the annulment of acts prior to the holding of the preceding public session or in which the public session itself is annulled, in which case the annulled acts and those that depend on them will be repeated.

13.1.2. When there is an error in accepting the best-ranked price or when the declared winning bidder does not sign the contract, does not collect the equivalent instrument or does not prove tax and labor regularization, in accordance with art. 43, §1º of LC nº 123/2006. In these cases, the procedures immediately following the end of the bidding stage will be adopted.

13.2. All remaining bidders must be summoned to attend the reopened session.

13.2.1. The call will be made via the electronic system ("chat") or email, according to the phase of the bidding process.

### **14. AWARD AND APPROVAL**

14.1. The object of the bidding will be awarded to the bidder declared the winner, by act of the Auctioneer, if no appeal is filed, or by the competent authority, after the regular decision on the appeals filed.

14.2. After the appeal phase, once the regularity of the acts performed has been confirmed, the competent authority will approve the bidding process.

### **15. WARRANTY**

15.1. Guarantee of the object in accordance with the Terms of Reference and/or current legislation.

### **16. PRICE REGISTRATION MINUTES OR EQUIVALENT INSTRUMENT**

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

16.2. The call period may be extended once, for the same period, upon request by the highest-ranked bidder or the summoned supplier, as per art. 19, § 1, of Decree No. 11,462/23, provided that:

16.2.1. the request is duly justified and submitted within the deadline; and

16.2.2. the justification presented is accepted by the Administration.

16.3. The price registration minutes will be signed using a digital signature and made available in the price registration system.

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

16.5. According to art. 18, § 4, of Decree No. 11,462/23, the registered price, with the indication of the suppliers, will be published in the PNCP and made available during the validity of the price registration minutes.





16.6. According to Art. 21 of Decree No. 11,462/23, the existence of registered prices will imply a commitment to supply under the established conditions, but will not oblige the Administration to contract, with the possibility of carrying out a specific bidding process for the intended acquisition, provided that it is duly justified.

16.7. In the event that the summoned bidder does not sign the price registration minutes within the deadline and under the conditions established, in accordance with Art. 21 of Decree No. 11,462/23, the Administration is authorized to summon the remaining bidders from the reserve list, in the order of classification, to do so within the same deadline and under the conditions proposed by the first classified bidder.

## **17. PRICES, REVIEW, ADJUSTMENT AND RE-NEGOTIATION**

17.1. The prices that will be in force in the adjustment will be those offered by the winning bidder.

17.2. The price(s) offered must include all direct and indirect costs of the bidder, including social, labor and tax charges that fall on the object of the bid, and will constitute the sole and complete remuneration for its execution.

17.3. The prices initially contracted are fixed and non-adjustable within a period of one year, counting from the date of the estimated budget, on 02/05/2025.

17.3.1. After a one-year interval, and regardless of the contractor's request, the initial prices will be readjusted, through the application, by the contractor, of the Broad National Consumer Price Index – IPCA, exclusively for obligations initiated and completed after the occurrence of the annual period.

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

17.3.3. In the event of delay or non-disclosure of the readjustment index, the contractor shall pay the contractor the amount calculated by the last known variation, settling the corresponding difference as soon as the final index is disclosed.

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

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

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

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

17.4. In the event of unforeseeable or foreseeable events occurring, but with incalculable consequences, delaying or impeding the execution of the agreement, or even in the event of force majeure, unforeseeable circumstances, or acts of God, configuring extraordinary and extra-contractual economic risk, the relationship that the parties initially agreed upon between the charges of the contracted company and the remuneration of the Municipality of Pouso Alegre/MG for the fair remuneration of the products may be reviewed, aiming at maintaining the initial economic and financial balance of the contract.

17.5. The review of contract prices translates into an exceptional condition of financial adjustment, permitted at any time, in order to, by replacing excessive and unforeseeable losses, reestablish the relationship between contract charges and remuneration by the Municipality in order to maintain the essential conditions for the continuity of the contractual relationship.

17.6. To authorize the price review, the economic-financial imbalance that occurred must be a delay or impediment to the execution of the agreement, which occurs when the compensation paid by the Municipality is not sufficient to cover all contractual costs due to the occurrence of an exceptional event.

17.7. Financial gaps throughout the contract are admissible, forming part of the ordinary economic risk, and must be borne by the contractor until the base date of the readjustment or renegotiation (when applicable).

17.8. Any taxes or legal charges created, changed or extinguished, as well as the supervening of legal provisions, when occurring after the date of submission of the proposal, with proven repercussions on the contracted prices, will imply their revision upwards or downwards, as the case may be.





17.9. If the contracting company requests a price change, it must justify the request, through a detailed cost spreadsheet, accompanied by documents that prove the origin of the request, such as: manufacturers' price list, product purchase invoices, etc.

17.10. The request for price review requires the detailing and evaluation of all contract prices, as set out in the respective cost sheet, through research and documentary evidence by the contractor, which may result in an increase or reduction in the contracted value, depending on the findings of fluctuations.

17.11. In the event of a price review request by the contractor, the contractor must prove the economic-financial imbalance, to the detriment of the Municipality.

17.12. The Municipality of Pouso Alegre is authorized to carry out extensive market research to support, together with the analysis of the requirements of the previous items, the decision regarding the price review requested by the contracted company.

17.13. Any authorization for price review will be granted after technical and legal analysis by the Municipality of Pouso Alegre/MG, but will include products supplied from the date of the order registration in the Contractor's General Protocol, with an addendum being drawn up.

17.14. While any requests for price revision are being analyzed, the contractor may not suspend the delivery of the objects or the execution of the services and payments will be made at the current prices.

17.15. The Municipality of Pouso Alegre/MG must, when authorized to review prices, draw up an Amendment with the revised prices and issue a complementary Commitment Note, including to cover the differences due, without interest and monetary correction, in relation to the products supplied after the review request was filed.

17.16. The new price will only be valid after receiving an opinion from the competent authority.

17.17. The price difference between the contractor's initial proposal and the market research carried out by the Municipality of Pouso Alegre/MG at the time of the opening of the tender, as well as any discounts granted by the contractor, will always be maintained.

17.18. During the term of the contract, the registered price may not be higher than those practiced on the market. Therefore, regardless of the requesting Secretariat's call, in the event of a reduction, even temporary, in market prices, the contractor is obliged to inform the unit of the new price that will replace the one previously registered.

17.19. During the validity of the price registration minutes, the overall value will be maintained by the contractor.

## **18. RECEIPT OF THE OBJECT**

18.1. The criteria for receipt and acceptance of the object and inspection are set out in the Terms of Reference.

## **19. OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY**

19.1 The CONTRACTING PARTY and the CONTRACTED PARTY must follow the rules described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of this notice.

## **20. ADMINISTRATIVE SANCTIONS AND TERMINATION**

20.1. The sanctions provided for in this notice shall apply.

20.2. The contractual termination will occur in the cases and terms provided for in articles 155 to 163 of Federal Law No. 14,133/2021.

## **21. FORMATION OF THE RESERVE REGISTER**

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

21.1.1. Of the bidders who accept to quote the object with a price equal to that of the successful bidder, taking into account the classification in the bidding; and

21.1.2. Bidders who maintain their original proposal.





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

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

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

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

21.3.1. When the winning bidder does not sign the price registration minutes within the time period and under the conditions established in the notice; or

21.3.2. When the supplier's registration or price registration is cancelled.

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

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

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

## **22. PAYMENT**

22.1. Payment will be made in accordance with the terms described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

## **23. DEADLINES**

23.1. Deadlines will be as described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

## **24. PLACE OF DELIVERY**

24.1. The delivery location will be as described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

## **25. MODALITY**

25.1. The modality will be as described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

## **26. DATA PROTECTION AND INFORMATION - LGPD**

26.1. The contracted company must execute the object in "strict compliance with the provisions established by Law No. 13.709/2018 (General Personal Data Protection Law - LGPD)"

## **27. GENERAL PROVISIONS**

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

27.2. 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.

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





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

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

27.6. 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.

27.7. 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.

27.8. 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.

27.9. 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.

27.10. 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.

27.11. Consultations of the Notice and other information related to this Auction may be made through the websites [www.portaldecompraspublicas.com.br](http://www.portaldecompraspublicas.com.br) and <https://pousoalegre.mg.gov.br/>, and also with the Purchasing and Bidding Department of the City of Pouso Alegre, telephone number (35) 3449-4023.

27.12. The rules of this bidding process will always be interpreted in favor of expanding the dispute between interested parties and failure to comply with formal requirements, as long as it does not compromise the assessment of the bidder's qualification or the exact understanding of its proposal, and will not imply the exclusion of any bidder.

27.13. For all intents and purposes, the following annexes form part of this Notice:

**ANNEX I - TERMS OF REFERENCE;  
ANNEX II - DRAFT PRICE REGISTRATION MINUTES ANNEX  
III - DRAFT CONTRACT TERMS;  
ANNEX IV - MODEL OF DECLARATION OF COMPLIANCE WITH COMPLEMENTARY LAW N° 123/06  
(Mandatory for Microenterprises, Small Businesses or Individual Microentrepreneurs)**

Pouso Alegre/MG, March 11, 2025.

**Regina Maria Franco A. de Brito**  
Superintendence of Culture

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**ANNEX I**

**TERMS OF REFERENCE**

**1. OBJECT:**HIRING OF A SPECIALIZED COMPANY FOR RENTAL, ASSEMBLY, DISASSEMBLY, LOGISTICS AND SUPPORT TO MEET THE DEMANDS OF THE MUNICIPAL SECRETARIAT OF SOCIAL COMMUNICATION, LEISURE AND TOURISM, THE SUPERINTENDENCE OF CULTURE AND THE SUPERINTENDENCE OF SPORTS.

**1.1. TECHNICAL SPECIFICATIONS OF THE OBJECT**

**1.1.1.**The present contracting of a specialized company for the rental, assembly, disassembly, logistics and support to meet the demands of the Secretariat of Social Communication, Leisure and Tourism, the Superintendence of Culture and the Superintendence of Sports.

ITEM	DESCRIPTION	UNIT.	QT.
01	<p><b>CHEMICAL SANITARY</b></p> <p>CHEMICAL TOILET: Chemical Toilet Features: Raw material 100% high-density polyethylene; Waste box with seat; male/female identification; ventilation points; opening for air circulation; door latch with identification (open/closed); toilet paper holder; non-slip floor; artificial light – adapted to the power grid or independent system. The toilets must be cleaned daily by the contracted company. Approximate measurements: width 1.10m x 1.20m length, height 2.30m.</p>	SV	1250
02	<p><b>TABLE AND CHAIR SET</b></p> <p>TABLE AND CHAIR SET RENTAL - One-piece plastic chair, 4-legged frame and no armrests, 100% virgin polypropylene with anti-UV treatment. Reinforced backrest. With a capacity of 120 to 140 kg. Approximate dimensions: height (890mm), length (510mm), width (430mm). Frame in white. Chair rental - One-piece plastic chair, 4-legged frame and no armrests, 100% virgin polypropylene with anti-UV treatment. Reinforced backrest. With a capacity of 120 to 140 kg. Approximate dimensions: height (890mm), length (510mm), width (430mm).</p> <p>Single-block plastic table, square, 70x70cm, supports up to 20kg, made from virgin and recycled polyurethane, certified by Inmetro, and can be easily stacked after use.</p> <p>Set containing 4 chairs and 1 table.</p> <p>Structure in white color.</p>	SV	800
03	<p><b>STAGE 10M X 8M</b></p> <p>STAGE RENTAL 10M X 8M. Stage for show measuring 10m x 08m (Front x Side). 2 service areas 4x4 with white flame retardant canvas closure on the sides and with guardrail on the sides and back measuring 1.20m in height from the floor to the floor of 2.0m, height from the floor to the ceiling 6.5m, ceiling towers in Q30 material with a ceiling of 6 4-inch tube trusses and 6 3-inch tube truss locks with 2.50m trusses with wooden plank at least 18mm, fixed with rivets with a 50x50mm metalon base, on the 12mm plate measuring</p>	SV	40





	1.20m wide x 4.20m long, 02 Fly Q30 Towers, KP1000 white canvas covering compatible with the structure with waterproofing guarantee, shade on the sides, 01 4x4 dressing rooms, 01 House Mix 4x3m.		
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## 1.2. SPECIFICATIONS OF ITEM 01:

**1.2.1.** Chemical toilets must be aseptically clean, scented, stocked with toilet paper and other items necessary for their use;

**1.2.2.** Environmental Operating License/Authorization issued by the State Council for Environmental Policy – COPAM – SEMAD. - The contracted company must present the certificate for environmental licensing of the enterprise and waste transportation.

## 1.3. SPECIFICATIONS OF ITEM 03:

**1.3.1.** The contractor must provide the appropriate grounding and anchoring of items that require it in accordance with the best safety techniques.

**1.3.2.** Proof of registration or enrollment of **enterprise** and of the **technical manager** with the competent professional entity (CREA or CAU);

**1.3.3.** Proof of **technical-operational capacity**, by means of certificate(s) issued by a legal entity under public or private law, proving that the company performed service(s) with similar characteristics to the services currently being tendered, must include the telephone number and full name of the person responsible for the certificate to confirm the information certified, in the event of due diligence;

## 2. TERM:

**2.1.** The term of validity of the Price Registration Record will be 1 (one) year from the first business day following the date of publication in the PNCP, and may be extended for the same period, provided that the advantageous price is proven in accordance with art. 84 caput of Law 14.133/21 and art. 22 of Decree No. 11,462, of March 31, 2023.

**2.2.** Any contract resulting from the price registration minutes will be valid for 01 (one) year, counted from the first business day following the date of publication in the PNCP, in accordance with article 105 of Law No. 14,133 of 2021, and may be extended due to the need to use the items in events held, in accordance with articles 106 and 107 of said law, provided that the advantageous price and the continued nature of the contract are proven.

**2.3.** The issuance of the service order(s) issued by the Department of Social Communication, Leisure and Tourism will be up to 05 (five) days prior to the event, so that the CONTRACTOR will have up to 48 (forty-eight) hours, counted from the communication, to point out any unforeseeable event or force majeure that prevents the provision of services.

**2.4.** The company must inform the Management Body, within a maximum period of 48 (forty-eight) hours prior to the provision of services, of the reasons that make it impossible to meet the expected deadline, with due proof.





2.5. The location designated for signing the minutes is the headquarters of the Municipal Government of Pouso Alegre - MG, located at Rua dos Carijós, nº 45, Centro, in the city of Pouso Alegre - MG, CEP 37550-050 or by means of a valid digital signature sent by email.

2.6. Regarding ITEM 01 - Installation must be carried out within 24 (twenty-four) hours from receipt of the Service Order issued by the Department of Social Communication, Leisure and Tourism;

2.7. In a scenario of eventuality appointed by the public body, the provision of the service(s) must be carried out **within a maximum period of 12 (twelve) hours.**

### 3. ADJUSTMENT

3.1. The prices initially contracted are fixed and non-adjustable within a period of one year from the date of the estimated budget.

3.2. After a one-year interval, and regardless of the contractor's request, the initial prices will be readjusted, through the application, by the contractor, of the IPCA index, exclusively for obligations initiated and completed after the occurrence of the annual period.

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

3.4. In the event of delay or non-disclosure of the adjustment index, the contractor shall pay the contractor the amount calculated based on the last known variation, settling the corresponding difference as soon as the final index is disclosed.

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

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

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

3.8. The adjustment will be carried out by apostille.

### 4. DESCRIPTION OF THE SOLUTION AS A WHOLE:

Considering the needs of the Superintendence of Sports, Superintendence of Culture of Pouso Alegre and considering that the Secretariat of Communication, Leisure and Tourism is responsible for developing and encouraging the organization of events, festivals, fairs and exhibitions associated with local tourism and leisure, as provided for in Art.46 of Ordinary Law No. 5,881/2017, Municipal Law No. 5,906 of February 9, 2018 and the Municipal Plan for Sustainable Tourism Development of Pouso Alegre.

Therefore, in order to fulfill all the duties assigned to this Secretariat and through the comparative study contained in topic V, it was understood that hiring a specialized company for the rental, assembly,





dismantling, logistics and support of structures for events to meet the needs of the Department of Social Communication, Leisure and Tourism, the Superintendence of Sports and the Superintendence of Culture of Pouso Alegre is the most appropriate solution, as it allows for technical savings, given the significant performance in events promoted by the City Hall of Pouso Alegre for several important reasons:

At large-scale events, choosing the right structures is essential to ensure the comfort and satisfaction of participants. Trends and innovations in event structures have focused on creating functional and welcoming environments that meet the comfort needs of guests and contribute to the success of the event.

Portable toilets, on the other hand, ensure that all attendees have access to adequate sanitary facilities, even in locations where there is no permanent infrastructure. They are designed to be clean and hygienic, offering a practical and convenient alternative to fixed facilities. The availability of well-maintained portable toilets contributes to the well-being of attendees and helps to avoid problems related to lack of infrastructure.

In short, structures not only ensure protection from adverse conditions and the availability of basic services, but also help to create a more pleasant and functional environment, allowing everyone to fully enjoy the experience. Therefore, the appropriate selection and careful maintenance of event structures are essential to create a comfortable and functional environment.

Therefore, hiring a specialized company for the rental, assembly, disassembly and transportation of structures plays a fundamental role in Pouso Alegre City Hall events, contributing to safety and a family and leisure environment for the population.

## **5. HIRING REQUIREMENTS:**

### **5.1. Minimum requirements for Item 03:**

**5.1.1** Proof of registration or enrollment of **enterprise** and of the **technical manager** with the competent professional entity (CREA or CAU) for items 03;

**5.1.2** Proof of the professional in the bidder's technical team may be provided by means of a copy of the bidder's employment record, articles of association, service provision contract, or even a declaration of future hiring of the professional holding a certificate of technical capacity, provided that it is accompanied by the latter's consent, in accordance with TCU case law;

**5.1.3** Proof of **technical-operational capacity**, by means of certificate(s) issued by a legal entity under public or private law, proving that the company performed service(s) with similar characteristics to the services currently being tendered, must include the telephone number and full name of the person responsible for the certificate to confirm the information certified, in the event of due diligence;

**5.2. Specific requirements for Item 01:** Environmental Operating License/Authorization issued by the State Council for Environmental Policy – COPAM – SEMAD. - The contracted company must present the certificate for environmental licensing of the enterprise and waste transportation.

**5.3.** The supplier must have the financial capacity to fulfill contractual obligations, including the supply of equipment, payment of taxes and fees, as well as coverage for any damages or claims.





**5.4.** It is essential that suppliers commit to meeting established deadlines to ensure that events occur as scheduled.

**5.5.** Submission of Technical Responsibility Note – ART to CREA/MG for each contracted service, when necessary in relation to the contracted service, in accordance with current legislation.

**5.6.** Presentation of the Fire Department Inspection Report – AVCB to the Minas Gerais Military Fire Department (CBMMG), when necessary for the contracted service, in accordance with current legislation.

**5.7.** The contractor will be responsible for the assembly, disassembly and transportation of the material, as well as its safety and surveillance during the contract period;

**5.8.** Compliance with the schedule, dates and times established by the applicant.

## **6. ESTIMATE OF THE VALUE OF THE CONTRACT:**

Notwithstanding the provisions of art. 6, XXIII, i, of Law No. 14,1333/2021, the estimate of the contract value will be addressed directly in the call for bids, since the Terms of Reference are a document that pre-exists the preparation of the price survey (cf. Municipal Decree No. 5798/2024).

## **7. CONDITIONS FOR PROVIDING SERVICES:**

**7.1.** The services must be provided following all the specifications of this term of reference as requested in the service order that will be issued by the Secretariat of Social Communication, Leisure and Tourism, by the Superintendence of Culture or by the Superintendence of Sports, which will contain all the information pertinent to the events.

**7.2.** After providing the service as per the “Service Order”, the CONTRACTOR must issue an invoice, which must be in accordance with the service provided, which will only be certified after verifying compliance with the specifications contained in the Terms of Reference.

**7.3.** Failure to comply with Service Orders in a timely manner will result in notification and/or administrative proceedings against the supplier, which may result in penalties such as fines and prohibitions from being contracted by the Public Administration.

**7.4.** Expenses that directly or indirectly affect the provision of services, such as insurance, taxes, labor and social security charges, and other expenses unrelated to the perfect execution of the contracted service, will be borne by the supplier company.

**7.5.** All expenses incurred in connection with the provision of services are the responsibility of the contractor, such as transportation, food and accommodation.

## **8. LOCATION OF DELIVERY AND/OR SERVICE PROVISION:**

**8.1.** The installation of items must occur in accordance with the guidelines and requirements previously informed by email and formalized, as per the service order.





**8.2.** If there is a change of location, the new location for providing services will be defined in advance by the requester, as set out in the Service Order.

## 9. BUDGET RESOURCES:

**9.1.** The expenses corresponding to the execution of this acquisition will be covered by the following Budget Allocation:

RECORD	APPEAL	ORIGIN	ALLOCATION	DESCRIPTION
220	15000000000	OWN	02.04.2012.0013.0392.0013.3339039000000000 000	ORGANIZATION AND SUPPORT FOR TRADITIONAL EVENTS AND COMMEMORATIVE DATES.
1081	15000000000	OWN	02.21.2082.0013.0392.0005.3339039000000000 000	<b>CULTURE-OTHERS</b> PERSONAL SERVICES LEGAL
863	15000000000	OWN	02.12.2172.0004.0122.0035. 33390390000000000000	MAINTENANCE OF <b>SUPERINTENDENCE OF SPORTS</b>

## 10. PAYMENT:

**10.1.** The Municipality of Pouso Alegre will make the payment within 30 (thirty) calendar days, counted from the receipt of the Invoice/Bill. Unless there is any pending issue in relation to the negative certificates, in which case the term may be extended until such time as they are regularized.

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

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

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

**10.5.** The Municipality, observing the principles of adversarial proceedings and full defense, may deduct, as a precautionary measure or definitively, from the amount to be paid, the amounts corresponding to fines, reimbursements or compensation owed by the Supplier, under the terms of this Term of Reference.





**10.6.** The value of the charges will be calculated using the formula:  $EM = I \times N \times VP$ , where: EM = Late payment charges due; N = Number of days between the scheduled payment date and the actual payment date; I = Financial compensation index = 0.00016438; and VP = Value of the overdue installment.

**10.7.** The Managing Body is obliged to withhold Income Tax (IR) at source on payments made to individuals and legal entities for the supply of goods or provision of services in general, including works.

**10.8.** All parties must comply with the provisions of Municipal Decree No. 5,706/2023 and Federal Law No. 9,430/1996, of the RFB Normative Instruction No. 1,234/2012, of the RFB Normative Instruction No. 2,145/2023, and any subsequent amendments.

## **11. JUDGING CRITERIA:**

**11.1.** This bidding will be of the type **LOWEST UNIT PRICE**, under the terms of TCU summary 247.

## **12. FORM:**

Under the terms of item XIII of art. 6 of Law 14.133/2021, common goods and services are considered those whose performance and quality standards can be objectively defined by the notice, through usual specifications in the market. Also in item XLI of the same legal device it establishes that: XLI - auction: mandatory bidding modality for the acquisition of common goods and services, whose judgment criterion may be the lowest price or the greatest discount, Law No. 14,133 of 2021, Seges/Me Normative Instruction No. 65, of July 7, 2021, of Complementary Law No. 123, of December 14, 2006.

The price registration system is explained in art. 82 of Law No. 14,133/2021. From the analysis of the decrees regulating price registration (for example, Federal Decree No. 11,462/2023 and Municipal Decree No. 5,773/2023), as well as the most authoritative doctrines on the subject, it can be inferred from art. 3 of the Municipal decree that the price registration system is applicable in the following cases:

*Art. 3 The Price Register may be adopted in the following cases:*

*I- when, due to the characteristics of the object, there is a need to permanent or frequent hires ; II - when it is convenient to acquire goods with forecast of installment deliveries or contracting of services paid for by unit of measurement, such as number of hours of service, work positions or on a task basis; III - when it is convenient to serve more than one body or more than one entity, including in centralized purchases; IV - when, due to the nature of the object, it is not possible to define the quantity in advance to be demanded by the Administration.*

The execution of this bidding procedure in the form of price registration with the objective of formalizing the Price Registration Record, so that it is not necessary to carry out another bidding process to contract this material and/or service.





This involves the provision of assembly, disassembly, logistics and event support services, and given that it is not possible to specify the exact quantity to be acquired, the adoption of the RP is justified, based on art. 3, item XX, of Municipal Decree 5773/2024.

It is worth remembering that the option to adopt the Price Registration System (SRP) for this bidding process is due to the fact that this system is a strong ally to the principles of efficiency and economy, as it is a procedure that results in advantages to the Administration, simplifying procedures for contracting materials and/or services, reducing the number of bids, enabling and facilitating a greater number of bidders, including the participation of small and medium-sized companies, reducing public expenditures, by registering prices and making them available for one year in the Minutes so that when the need arises, the registered object can be executed, without bureaucratic obstacles, among other advantages.

The acquisition in question falls under items I, II and IV of art. 3 of Municipal Decree No. 5,773/2023, since we have to carry out the bidding process frequently to meet the demands of the departments regarding the acquisition of furniture. Furthermore, I highlight that the delivery of the material takes place in installments according to demand.

The Price Registration System can be adopted both in contracts for the acquisition of goods or products, and for the provision of services, as long as the object fits into one of the hypotheses provided for in article 3 of Decree No. 11,462/2023, which are: need for frequent contracts; acquisition of goods with provision for installment deliveries; contracting of services paid for by unit of measurement or on a task basis; acquisition of goods or contracting of services to serve more than one agency or entity, or government programs or when, due to the nature of the object, it is not possible to define in advance the quantity to be demanded by the Administration.

The regulation determines that bids for price registration may be carried out in the competitive bidding and auction modalities. As the object falls within the scope of a common nature, that is, whose performance and quality standards can be objectively defined by the notice through usual specifications in the market, as provided for in Decree No. 11,462/2023 and art. 6º, XIII of Law 14,133/2021.

The Price Registration System procedure, according to Marçal Justen Filho<sup>1</sup>, "*It presents several virtues, providing a reduction in formalities and obtaining economic gains for the Public Administration*".

From reading the hypotheses cited, the adoption of the modality is justified **ELECTRONIC BIDDING UNDER THE PRICE REGISTRATION SYSTEM.**

### **13. TECHNICAL QUALIFICATION:**

**13.1.** Present certificate(s) of technical capacity, in the name of the bidder, provided by legal entity(ies) under public or private law, proving the supply of the object of this bid or similar, on letterhead.

**13.2.** Proof of registration or enrollment of **enterprise** and of the **technical manager** with the competent professional entity (CREA or CAU) for the items in item 03;

**13.3.** Proof of the professional on the bidder's technical staff may be provided by means of a copy of the bidder's employment record, articles of association, service provision contract, or even a declaration of future hiring of the professional.





professional holding a certificate of technical capacity, provided that it is accompanied by the latter's consent, in accordance with TCU case law;

**13.4.**Environmental Operating License/Authorization issued by the State Council for Environmental Policy – COPAM – SEMAD. - The contracted company must present the certificate for environmental licensing of the enterprise and waste transportation for item 02.

**14. OBLIGATIONS OF THE HOLDER:**

**14.1.**Deliver the object of this Term of Reference, in full compliance with the Notice and its Annexes.

**14.2.**Be responsible for any error in the submitted Proposal, and undertake to deliver the object as required in the notice and its attachments.

**14.3.**The winning bidder is obliged to maintain, throughout the performance of the obligation(s), in compatibility with the obligations assumed by it, all the conditions of qualification and eligibility required in the bidding process.

**14.4.**Bear all expenses related to its line of business and necessary to fulfill the purpose and all taxes applicable to the purpose of this term of reference, and must make the respective payments in the manner and within the deadlines provided for by law.

**14.5.**Pay all tax, social security, commercial and labor obligations resulting from the execution of the Term of Reference, and the default of such charges does not transfer the responsibility for their payment.

**14.6.**Do not assign or transfer to third parties the rights and obligations arising from this term of reference, without the prior and express consent of the MANAGING BODY.

**14.7.**Communicate to the Managing Body, within a maximum period of 48 (forty-eight) hours prior to the date of provision of the service, the reasons that make it impossible to meet the expected deadline, with due proof, which will be assessed by the responsible inspector.

**14.8.**It is the duty of the HOLDER to be responsible for damages caused directly to the Administration or to third parties, resulting from its fault or intent in the execution of the Terms of Reference, without excluding or reducing this responsibility for inspection or monitoring by the interested body, in accordance with article 120 of law 14.133/2021.

**14.9.**Make available to the MANAGEMENT BODY all the means necessary to prove the quality and operability of the service, allowing verification of its compliance with the specifications.

**14.10.**The transportation of the team to the service provision location will be the responsibility of the holder without incurring any burden on the managing body.

**14.11.**The presence of the inspection by the Managing Body does not eliminate or reduce the holder's responsibility for its contractual obligations and demands.

**14.12.**The contracted services may be provided at any time and day of the week, including Saturdays, Sundays and holidays;





**14.13.** If failure to comply with the minutes or failure to comply with the quantity of items requested results in the event not being held, the company will be held responsible for all costs (payments to this and other event suppliers, including any loss of profits to the City Hall or Third Parties);

**14.14.** When requested by the Managing Body, the holder must arrange for the replacement of the operator who does not perform the services satisfactorily.

**14.15.** If the holder stops providing services, the holder must immediately notify the Department of Social Communication, Leisure and Tourism and justify the stoppage.

**14.16.** The presence of inspection by the Department of Social Communication, Leisure and Tourism does not eliminate or diminish the holder's responsibility for its contractual obligations and demands.

**14.17.** Comply, during the validity of the ATA, with the requirements for reserving positions provided for by law, as well as in other specific rules, for people with disabilities, for those rehabilitated by Social Security and for apprentices; and present the respective proof of compliance with these requirements whenever requested by the Management body, which may be proven by indicating the employees and the conditions of their hiring and the functions performed.

**14.18.** Any service(s) that do not meet the specifications set out in these terms of reference will be refused in whole or in part.

#### **15. OBLIGATIONS OF THE MANAGEMENT BODY:**

**15.1.** Monitor, control and evaluate the provision of services, through the Terms of Reference Inspectors;

**15.2.** The Municipal Government of Pouso Alegre/MG is obliged to make the due payments, in the forms and conditions stipulated herein;

**15.3.** Provide all necessary clarifications for the execution of the purpose of this Term of Reference;

**15.4.** Ensure the good quality of the supply, receive, investigate and resolve complaints and claims, when applicable;

**15.5.** Notify the holder, in writing, of any imperfections, faults or irregularities in the object, so that they can be corrected.

#### **16. SUPERVISION:**

**16.1.** The monitoring of the execution of the minutes will be carried out by municipal employees, who must have broad access to the information and services they deem necessary. The following employees will be the inspectors of the signed minutes, in accordance with art. 117 of Law 14.133/2021:

##### **Municipal Secretariat of Social Communication, Leisure and Tourism**

a) **Technical Inspector:** Paulo Henrique Peixoto Joanni - Registration number 23786-1

Alternate: Bruna Shayane Iwata Pereira Bonafé – Registration number 23367-01

b) **Administrative Inspector:** Stephanie de Paula Laurindo – Registration number 22811-2





Alternate: Milaine Ferreira de Sousa – Registration number 23522-1

**c) Contract Manager:**Jaqueline Lima da Costa – Registration number 19608-04

Alternate: Patricia Marques de Carvalho – Registration number 23377-1

### **Superintendence of Culture**

**d) Technical Inspector:**Jose Ronildo Lopes Soares - Registration number 19601

**e) Administrative Inspector:**Danielle Nathalie de Souza Araújo – Registration number 23876

**f) Contract Manager:**Regina Maria Franco Andrade de Brito – Registration number 19610

### **Sports Superintendence**

**g) Technical Inspector:** Fabricio Lourenco Dantas Terra – Registration number 22630

**h) Administrative Inspector:** Mauricio Boschi – Registration number 19688

**i) Contract Manager:** Marina Ramalho Cobra Borges – Registration number 20320

**16.3.**The minutes must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of Law No. 14,133, of 2021, and each party will be responsible for the consequences of its total or partial non-execution (Law No. 14,133/2021, art. 115, caput).

**16.4.**In the event of impediment, stoppage order or suspension of the minutes, the execution schedule will be automatically extended for the corresponding time, with such circumstances noted by means of a simple note (Law No. 14,133/2021, art. 115, §5).

**16.5.**Communications between the body or entity and the holder must be carried out in writing whenever the act requires such formality, and the use of electronic messages for this purpose is permitted.

**16.6.**The body or entity may summon a company representative to adopt measures that must be complied with immediately.

**16.7.**After signing the minutes or equivalent instrument, the body or entity may call the representative of the holding company to an initial meeting to present the inspection plan, which will contain information about the contractual obligations, inspection mechanisms, strategies for executing the object, the holder's complementary execution plan, if any, the method for measuring results and applicable sanctions, among others.

**16.8.**The execution of the minutes must be monitored and supervised by the minutes inspector(s), or their respective substitutes (Law No. 14,133, of 2021, art. 117, caput)

### **Technical Inspection**





**16.9.**The main and alternate technical inspector of the minutes will monitor the execution of the minutes, so that all the conditions established in the minutes are met, in order to ensure the best results for the Administration. (Decree No. 11,246, of 2022, art. 22, VI);

**16.10.**The main and alternate technical inspector of the minutes will note in the minutes management history all occurrences related to the execution of the minutes, with the description of what is necessary to regularize the faults or defects observed. (Law No. 14,133, of 2021, art. 117, §1, and Decree No. 11,246, of 2022, art. 22, II);

**16.11.**If any inaccuracy or irregularity is identified, the technical inspector in charge and substitute of the minutes will issue notifications for the correction of the execution of the minutes, determining a deadline for the correction. (Decree No. 11,246, of 2022, art. 22, III);

**16.12.**The incumbent and alternate technical inspector of the minutes shall inform the minutes manager, in a timely manner, of the situation that requires a decision or adoption of measures that exceed his/her competence, so that he/she may adopt the necessary and corrective measures, if applicable. (Decree No. 11,246, of 2022, art. 22, IV).

**16.13.**In the event of occurrences that may make it impossible to execute the minutes on the scheduled dates, the technical inspector of the minutes will immediately communicate the fact to the minutes manager. (Decree No. 11,246, of 2022, art. 22, V).

**16.14.**The technical inspector of the minutes will communicate to the minutes manager, in a timely manner, the end of the minutes under his/her responsibility, with a view to timely renewal, extension of the minutes or cancellation of said contract. (Decree No. 11,246, of 2022, art. 22, VII).

### **Administrative Inspection**

**16.15.**The administrative inspector of the minutes will verify the maintenance of the holder's qualification conditions, will monitor the commitment, payment, guarantees, glosses and the formalization of apostille and additional terms, requesting any pertinent supporting documents, if necessary (Art. 23, I and II, of Decree No. 11,246, of 2022).

**16.16.**In the event of non-compliance with contractual obligations, the ATA administrative inspector will act promptly to resolve the problem, reporting to the minutes manager so that he can take appropriate measures, when it exceeds his competence; (Decree No. 11,246, of 2022, art. 23, IV).

### **Minutes Manager**

**16.17.**The minutes manager will coordinate the updating of the minutes monitoring and inspection process containing all formal records of execution in the minutes management history, such as the service order, occurrence record, changes and extensions, preparing a report with a view to verifying the need for adjustments to the minutes in order to meet the administration's purpose. (Decree No. 11,246, of 2022, art. 21, IV).

**16.18.**The minutes manager will monitor the records made by the minutes inspectors of all occurrences related to the execution of the minutes and the measures adopted, informing, if applicable, the higher authority of those that exceed their competence. (Decree No. 11,246, of 2022, art. 21, II).

**16.19.**The minutes manager will monitor the maintenance of the holder's qualification conditions, for the purposes of committing expenses and payments, and will note any problems that hinder the normal flow of settlement and payment of expenses in the potential risk report. (Decree No. 11,246 of 2022, art. 21, III).





**16.20.**The minutes manager will issue a document proving the assessment carried out by the technical, administrative and sectoral inspectors regarding compliance with obligations assumed by the holder, mentioning its performance in the execution of the contract, based on objectively defined and measured indicators, and any penalties applied, which must be included in the registry of attestation of compliance with obligations. (Decree No. 11,246, of 2022, art. 21, VIII).

**16.21.**The minutes manager will take steps to formalize an administrative accountability process for the purpose of applying sanctions, to be conducted by the committee referred to in art. 158 of Law No. 14,133 of 2021, or by the agent or sector with competence to do so, as the case may be. (Decree No. 11,246 of 2022, art. 21, X).

**16.22.**The minutes manager must prepare a final report with information on the achievement of the objectives that justified the hiring and any measures to be adopted to improve the Administration's activities. (Decree No. 11,246, of 2022, art. 21, VI).

## **17. CONSORTIUM PARTICIPATION**

**17.1.**The participation of legal entities in a consortium will be permitted, subject to the following rules, in accordance with article 15 of Law 14,133/2021:

**17.2.**There must be proof of a public or private commitment to form the consortium, signed by the consortium members;

**17.3.**The consortium's leading company must be indicated, which will be responsible for its representation before the Administration;

**17.4.**For the purposes of technical qualification, the sum of the quantities of each consortium member will be accepted;

**17.5.**For the purposes of economic and financial qualification, the sum of the values of each consortium member will be admitted;

**17.5.1.**There will be a 10% increase on the amount required for the individual bidder, which will not apply to consortia composed entirely of micro and small companies.

**17.6.**The consortium company will be prevented from participating in more than one consortium or in isolation in the same bidding process;

**17.7.**The members are jointly and severally liable for the acts carried out both in the bidding phase and in the contract/minute execution phase;

**17.8.**If the bidder in a consortium is the winner of the contest, it must promote, before the execution of the minutes/contract, the constitution and registration of the consortium, in accordance with the terms of the agreement signed;

**17.9.**A maximum limit of consortium companies may be established, provided there is technical justification;

**17.10.**The replacement of a consortium member will be permitted, provided that it is expressly authorized by the contracting body, and the replacement will be subject to proof that the new consortium company has, at least, the same quantities for the purpose of technical qualification and the same values for the purpose of economic-financial qualification presented by the replaced company for the purpose of qualifying the consortium in the bidding process that originated the contract/minutes.





## **18. ADMINISTRATIVE SANCTIONS**

**18.1.** The sanctions provided for in Title IV, Chapter I of Federal Law No. 14,133/2021 and other relevant regulations are applicable.

**18.2.** Failure to submit the documentation required for the competition or failure to submit any document requested by the auctioneer during the competition;

**18.3.** Not maintaining the proposal, except as a result of a duly justified supervening fact or not sending the proposal appropriate to the last bid offered or after negotiation;

**18.4.** Refuse to send the proposal details when required;

**18.5.** Request to be disqualified when the competitive stage ends or fail to present a sample;

**18.6.** Submit a proposal or sample that does not comply with the specifications of the notice;

**18.7.** Failure to sign the minutes or fail to submit the documentation required for the contract, when called upon within the validity period of your proposal;

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

**18.9.** Presenting a false statement or documentation required for the contest or making a false statement during the bidding process or execution of the Minutes;

**18.10.** Fraud in a Bid; behave in an inappropriate manner or commit fraud of any nature, especially when: acting in collusion or in violation of the law; deliberately inducing error in judgment; presenting a falsified or deteriorated sample; committing unlawful acts with a view to frustrating the objectives of the bidding; committing a harmful act provided for in art. 5 of Law No. 12,846 of 2013.

**18.11.** Based on Law No. 14,133 of 2021, the Administration may, provided that prior defense is guaranteed, apply the following sanctions to bidders and/or successful bidders, without prejudice to civil and criminal liabilities: Warning; Fine; Prohibition from bidding and contracting and declaration of unsuitability to bid or contract, while the reasons determining the punishment persist or until their rehabilitation is promoted before the authority that applied the penalty.

**18.12.** When applying sanctions, the following will be considered: the nature and severity of the infraction committed; the peculiarities of the specific case; the aggravating or mitigating circumstances; the damages resulting from it to the Public Administration; the implementation or improvement of an integrity program, in accordance with the standards and guidelines of the control bodies.

**18.13.** The fine will be collected at a percentage of 0.5 to 30% on the value of the contract/bid minutes, collected within a maximum period of 30 (thirty) business days, counting from the official communication.

**18.14.** For the infractions provided for in items 18.2, 18.3 and 18.4, the fine will be 30% of the value of the tendered Minutes.

**18.15.** For the infractions provided for in items 18.5, 18.6, 18.7, 18.8 and 18.9, the fine will be 30% of the value of the tendered Minutes.





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

**18.17.**When a fine is applied, the interested party will be given the right to defend themselves within 15 (fifteen) business days, counting from the date of notification.

**18.18.**The sanction of prohibition from bidding and contracting will be applied to the person responsible due to the administrative infractions related in items 18.2, 18.3 and 18.4, when the imposition of a more severe penalty is not justified, and will prevent the person responsible from bidding and contracting within the scope of the direct and indirect Public Administration of the federative entity to which the body or entity belongs, for a maximum period of 3 (three) years.

**18.19.**The responsible party may be subject to a sanction of declaration of unsuitability to bid or contract, as a result of the practice of the infractions set out in items 18.5, 18.6, 18.7, 18.8 and 18.9, as well as for the administrative infractions set out in items 18.2, 18.3 and 18.4 that justify the imposition of a more severe penalty than the sanction of prohibition from bidding and contracting, the duration of which shall observe the term provided for in art. 156, §5, of Law No. 14,133/2021.

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

**18.21.**The determination of liability related to the sanctions of prohibition from bidding and contracting and the declaration of unsuitability to bid or contract will require the initiation of an accountability process to be conducted by a committee composed of 02 (two) or more permanent employees, as established in art. 158, §1º of Law 14.133/2021, which will evaluate known facts and circumstances and summon the bidder or successful bidder to, within 15 (fifteen) business days, counted from the date of their summons, present a written defense and specify the evidence they intend to produce.

**18.22.**An appeal may be filed within 15 (fifteen) business days of the application of the sanctions of warning, fine and prohibition from bidding and contracting, counted from the date of notification, which shall be addressed to the authority that issued the appealed decision, which, if it does not reconsider it within 05 (five) business days, shall forward the appeal with its motivation to the higher authority, which shall issue its decision within a maximum period of 20 (twenty) business days, counted from the receipt of the case.

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

**18.24.**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.

## **19. JUSTIFICATION:**

Considering the needs of the Superintendence of Sports, Superintendence of Culture of Pouso Alegre and considering that the Secretariat of Communication, Leisure and Tourism is responsible for developing and encouraging the organization of events, festivals, fairs and exhibitions associated with local tourism and leisure, as provided for in Art.46 of the Ordinary Law





No. 5,881/2017, Municipal Law No. 5,906 of February 9, 2018 and the Municipal Plan for Sustainable Tourism Development of Pouso Alegre.

Therefore, in order to fulfill all the duties assigned to this Secretariat and through the comparative study contained in topic V, it was understood that hiring a specialized company for the rental, assembly, disassembly and transportation of structures for events to meet the needs of the Secretariat of Social Communication, Leisure and Tourism of the Superintendence of Sports and Superintendence of Culture of Pouso Alegre is the most appropriate solution, since it allows for technical savings, given the significant performance in events promoted by the City Hall of Pouso Alegre for several important reasons:

At large-scale events, choosing the right structures is essential to ensure the comfort and satisfaction of participants. Trends and innovations in event structures have focused on creating functional and welcoming environments that meet the comfort needs of guests and contribute to the success of the event.

Portable toilets, on the other hand, ensure that all attendees have access to adequate sanitary facilities, even in locations where there is no permanent infrastructure. They are designed to be clean and hygienic, offering a practical and convenient alternative to fixed facilities. The availability of well-maintained portable toilets contributes to the well-being of attendees and helps to avoid problems related to lack of infrastructure.

In short, structures not only ensure protection from adverse conditions and the availability of basic services, but also help to create a more pleasant and functional environment, allowing everyone to fully enjoy the experience. Therefore, the appropriate selection and careful maintenance of event structures are essential to create a comfortable and functional environment.

Therefore, hiring a specialized company for the rental, assembly, disassembly and transportation of structures plays a fundamental role in Pouso Alegre City Hall events, contributing to safety and a family and leisure environment for the population.

Regarding the items in this tender — stage, chemical toilet and table and chair kit — the differences compared to those tendered in Auction No. 076/2024 are as follows: the size of the stage, which was not included in the previous tender; the specification of the chemical toilet, which in the previous tender was exclusively for people with disabilities; and, in the previous tender, the contract only provided for the chair, while in this one it includes the kit with table.

The purpose of this bidding is to carry out the contracting process based on the principles of economy, legality, impartiality, equality, morality and publicity, ensuring that public resources are used efficiently and transparently, in accordance with the guidelines established by current legislation and aiming to guarantee the provision of quality services to the community.

Pouso Alegre, February 17, 2025.

**Regina Maria Franco A. de Brito**  
Superintendence of Culture

**Paulo Sergio Ladeia de Castro**  
Sports Superintendence

**Jacqueline Lima da Costa**  
Secretary of Social Communication, Leisure and Tourism





**ANNEX II**

**DRAFT PRICE REGISTRATION MINUTES**

**ELECTRONIC BIDDING FOR PRICE REGISTRATION No. 11/2025  
ADMINISTRATIVE PROCESS No. 16/2025  
PRICE REGISTRATION MINUTES NO.....**

To theXXdays of the month ofXXXXofXXXX, the**MUNICIPALITY OF POUSO ALEGRE/MG**, a legal entity under internal public law, headquartered at Rua dos Carijós, No. 45, Centro neighborhood, registered with the National Registry of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 18,675,983/0001-21, herein represented by**Secretary of Communication, Leisure and Tourism, Superintendence of Sports and Superintendence of Culture**duly registered with the Ministry of Finance's Registry of Individuals (CPF/MF) under no. ..., holder of Identity Card RG no. M ....., appointed by Ordinance no. ...., of, published on ....., and in accordance with the powers delegated to him by Decree no. ...., of...., published in....., **under the terms of**Law No. 14,133 of April 1, 2021, Federal Decree No. 11,462 of March 31, 2023, Municipal Decree No. 5599/2023 of March 13, 2023, Municipal Decree No. 5773 of December 7, 2023, and other related legal norms; in view of the classification of the proposals presented in the**Electronic Auction for Price Registration No. 11/2025**, resolves to REGISTER THE PRICES for the eventual contracting of the items listed below, according to the specifications of the Terms of Reference, the aforementioned prices having been offered by the company ....., registered with the CNPJ under no. **XXXX**, headquartered in**XXXX**, ZIP code**XXXX**, in the Municipality of....., herein represented by Mr./Ms.**XXXX**, ....., holder of Identity Card RG no. and duly registered with the Ministry of Finance's Registry of Individuals (CPF/MF) under no., respecting the terms of the aforementioned Notice, the proposal of**HOLDER**, and the following clauses:

**CLAUSE ONE - SUBJECT AND VALUE**

1.1. The purpose of these Minutes is to**HIRING A SPECIALIZED COMPANY FOR RENTAL, ASSEMBLY, DISASSEMBLY, LOGISTICS AND SUPPORT, TO MEET THE DEMANDS OF36 MUNICIPAL SECRETARY OF SOCIAL COMMUNICATION, LEISURE AND TOURISM, SUPERINTENDENCE OF CULTURE AND SUPERINTENDENCE OF SPORTS**from the Municipal Government of Pouso Alegre/MG.

1.2. The total value of the Minutes is**R\$ xxx (xxxxx)**, divided according to the specifications of the Terms of Reference and quantities established below:

1.3. The existence of registered prices does not oblige the Administration to sign contracts that may arise from them, allowing for the holding of a specific bidding process for the intended contract, with the beneficiary of the Registration being assured preference for supply under equal conditions.

**CLAUSE TWO - PARTICIPATING BODIES**

2.1. The following bodies are participants:

- a) **MUNICIPAL SECRETARY OF SOCIAL COMMUNICATION, LEISURE AND TOURISM,**
- b) **SUPERINTENDENCE OF CULTURE**
- c) **SUPERINTENDENCE OF SPORTS.**

**CLAUSE THREE - VALIDITY OF THE PRICE REGISTRATION MINUTES**

3.1. The Price Registration Record will be valid for 1 (one) year, counting from the 1st business day following the date of publication on the National Public Procurement Portal - PNCP, and may be extended for the same period, provided that the advantageous price is demonstrated, in accordance with the provisions of art. 84 caput of Law 14.133/21 and art. 22 of Decree No. 11,462, of March 31, 2023.

3.2 During the validity period of this Price Registration Record, the Municipality of Pouso Alegre will not be obliged to acquire the object referred to in Clause One exclusively through the Price Registration System, allowing for the holding of a specific bidding process for the intended acquisition, ensuring preference to the registered supplier under equal conditions, or, cancel the Record in the event of any of the hypotheses legally provided for, guaranteeing the holder, in this case, the right to a hearing and full defense.

**CLAUSE FOUR - AMENDMENT TO THE PRICE REGISTRATION MINUTES**





4.1. It is prohibited to make additions to the quantities set by the price registration minutes, including the addition referred to in art. 125 of Law No. 14,133 of 2021.

#### **CLAUSE FIVE - CONTRACTING WITH PROVIDERS**

5.1. The contracting with the registered provider will observe the classification according to the order of the last proposal presented during the competitive phase of the bidding that gave rise to these minutes and will be formalized through a Contractual Instrument, as provided for in Law No. 14,133/2021, and in compliance with the pertinent requirements of the Decree in DECREE No. 11,462, OF MARCH 31, 2023, of Law No. 14,133, of April 1, 2021,

5.2 The contract with the suppliers registered in this Price Registration Record will be formalized by the interested body or entity through a contractual instrument or other suitable instrument, as per theart. 95 of Law No. 14,133, of 2021

5.3 The contract arising from this Price Registration Minutes will have its validity established in accordance with the provisions of theart. 105 to 114 of Law No. 14,133, of 2021.

5.4 Contracts arising from the Price Registration System may be changed, in accordance with the provisions ofart. 124 of Law No. 14,133, of 2021

5.5. The body will summon the service provider with the price registered in the Minutes to, for each contract, within 5 (five) business days, withdraw the Commitment Note/sign the Contract, under penalty of losing the right to contract, without prejudice to the sanctions provided for in the Notice and in the Price Registration Minutes.

5.6. This period may be extended for the same period, upon justified request from the provider and accepted by the Administration.

5.7. Prior to the formalization of each contract, the Municipality will consult SICAF to identify any possible prohibition on contracting with the Public Authority and to verify the maintenance of the qualification conditions.

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

5.9. Total or partial subcontracting of the subject of the contract is prohibited.

5.10. The Contractor must maintain, throughout the execution of the contract, in compatibility with the obligations assumed, all the conditions of qualification and qualification required in the bidding process.

#### **CLAUSE SIX - CONSORTIUM MEMBERS**

6.1. The terms of permission to participate in a consortium will be as described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

#### **CLAUSE SEVEN - PRICE**

7.1. During the term of each contract, prices will be fixed and non-adjustable, ensuring the right to economic and financial balance, in the cases and conditions provided for in the respective notice.

#### **CLAUSE EIGHT - OBLIGATIONS OF THE MANAGING BODY**

8.1. The MANAGING BODY and the HOLDER must follow the rules described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

#### **CLAUSE NINE - RECEIPT OF THE OBJECT AND INSPECTION**

9.1. Receipt of the objects as well as their inspection must follow the requirements of the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

#### **CLAUSE TEN - PAYMENT**





10.1. Payment will be made in accordance with the terms described in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice.

## **CLAUSE ELEVEN - INFRACTIONS AND ADMINISTRATIVE SANCTIONS**

11.1. The sanctions provided for in the Terms of Reference of the Requesting Secretariat(s) contained in Annex I of the notice shall apply.

## **CLAUSE TWELFTH - REVIEW AND CANCELLATION**

12.1 The registered prices may be changed as a result of a possible reduction in market prices or an event that increases the object cost, in the following situations:

12.1.1 In the event of force majeure, unforeseeable circumstances or acts of the prince or as a result of unforeseeable or foreseeable facts with incalculable consequences, which make it impossible to execute the minutes as agreed, in accordance with art. 124, II, d of Law No. 14,133, of 2021;

12.1.2 Resulting from the creation, alteration or extinction of any taxes or legal charges or the supervening of legal provisions, with proven repercussions on registered prices.

12.1.3 When the registered price becomes higher than the market price for a supervening reason, the managing body or entity will call on the supplier to negotiate a reduction in the registered price;

12.2. Any supplier who does not agree to reduce its price to market values will be released from the commitment made regarding the registered item, without the application of administrative penalties.

12.2.1. If the supplier is released, in accordance with the previous subitem, the manager must call the suppliers on the reserve list, if any, in the order of classification, to verify whether they accept reducing their prices to market values;

12.3. If negotiations are unsuccessful, the managing body or entity must cancel the price registration record.

12.4. If there is a reduction in the registered price, the managing body or entity must notify the bodies and entities that have formalized contracts, so that they can assess the convenience and opportunity of undertaking negotiations with a view to changing the contract;

12.5. If the market price becomes higher than the registered price and the supplier is unable to fulfill the obligations contained in the minutes, the supplier will be entitled to request the manager to change the registered price, upon proof of a supervening fact that allegedly makes it impossible for the supplier to fulfill the commitment;

12.5.1. For the purposes of the provisions of this subitem, the supplier must submit, together with the change request, supporting documentation or a cost sheet demonstrating that the registered price has become unfeasible given the conditions initially agreed upon.

12.5.2. If the existence of a supervening fact that renders the registered price insubstantial is not demonstrated, the request will be rejected by the managing body or entity, and the supplier will be obliged to comply with the obligations contained in the minutes, under penalty of the sanctions provided for in Law No. 14,133 of 2021 and in other applicable legislation.

12.6. If the supplier's registration is cancelled, the manager must call the suppliers on the reserve list, if any, in the order of classification, to ensure equal negotiation opportunities.

12.7. The registration of the winning bidder will also be cancelled by the managing body or entity when:

12.7.1. Failure to comply with the conditions of the price registration minutes, without justified reason.

12.7.2. Failure to withdraw the commitment note or equivalent instrument within the period established by the Administration, without acceptable justification.

12.7.3. Not agree to reduce your registered price, if it becomes higher than those practiced on the market.





12.7.4. For reasons of public interest.

12.7.5. Suffer the sanction provided for in art. 156, III and/or IV of Law No. 14,133, of 2021.

12.8. Cancellations of registrations based on the aforementioned hypotheses will be formalized by order of the managing body, ensuring the adversarial system and full defense.

**CLAUSE THIRTEENTH - GENERAL PROVISIONS**

13.1. The Notice, regardless of transcription, includes the Price Registration Minutes, the Terms of Reference and the company's proposal.

13.2. In cases of omission, the provisions contained in the **DECREE No. 11,462, OF MARCH 31, 2023**, of Complementary Law No. 123/06, and Law No. 14,133/2021, subsidiarily.

13.3. The forum for resolving issues relating to these Minutes will be Pouso Alegre – MG, to the exclusion of any other, however privileged it may be.

13.4. The expenses corresponding to the execution of the ATA/contract will be covered by the following Budget Allocations:

RECORD	APPEAL	ORIGIN	ALLOCATION	DESCRIPTION
220	15000000000	OWN	02.04.2012.0013.0392.0013.3339039000000000 000	ORGANIZATION AND SUPPORT FOR TRADITIONAL EVENTS AND COMMEMORATIVE DATES.
1080	15000000000	OWN	02.21.2082.0013.0392.0005.3339039000000000 000	<b>CULTURE</b> -OTHER SERVICES OF LEGAL ENTITY
836	15000000000	OWN	02.12.2172.0004.0122.0035. 33390390000000000000	MAINTENANCE OF <b>SUPERINTENDENCE OF SPORTS</b>

Pouso Alegre, xx of xxxxx of 2025.

**Regina Maria Franco A. de Brito**  
Superintendence of Culture

**Paulo Sergio Ladeia de Castro**  
Sports Superintendence

**Jacqueline Lima da Costa**  
Secretary of Social Communication, Leisure and Tourism

**HOLDER**





**ANNEX III**

**DRAFT ADMINISTRATIVE CONTRACT No. xx /2025**

**ELECTRONIC BIDDING FOR PRICE REGISTRATION No. 11/2025**

**ADMINISTRATIVE PROCESS No. 16/2025**

**CONTRACTOR: MUNICIPALITY OF POUSO ALEGRE/MG**

**CONTRACTOR:**

On the.....day of the month of ..... of the year 2025 (two thousand and twenty-five), in this city of Pouso Alegre, State of Minas Gerais, the parties on one side **MUNICIPALITY OF POUSO ALEGRE/MG**, a legal entity under internal public law, headquartered at Rua Carijós, No. 45, Centro, registered with the National Registry of Legal Entities of the Ministry of Finance (CNPJ/MF) under No. 18,675,983/0001-21, herein represented by **Secretary of Communication, Leisure and Tourism, Superintendence of Sports and Superintendence of Culture** duly registered with the Ministry of Finance's Registry of Individuals (CPF/MF) under no. ...., holder of Identity Card RG no. M . . . ., appointed by Ordinance no. ...., published on ..... and in accordance with the powers delegated to him by Ordinance no. .... of....., published in .....; called **CONTRACTOR**, and, on the other hand, the company....., a private law legal entity, headquartered at ....., in the Municipality of ....., State of . . . . ., registered with the National Registry of Legal Entities of the Ministry of Finance - CNPJ/MF under number ..... with State Registration registered under no. ...., herein represented by **Mr. ....** holder of Identity Card RG No. ...., registered in the Registry of Individuals of the Ministry of Finance - CPF/MF under No. .... hereinafter referred to as **CONTRACTED**, have between themselves justly and agreed to enter into this contract, in view of the result of the **Electronic Auction for Price Registration No. 11/2025**, which will be governed by Law No. 14,133, of April 1, 2021, as well as the referred Notice, the proposal of **CONTRACTED**, and the following clauses:

**CLAUSE ONE - PURPOSE.**

1.1. The purpose of this contract is the **HIRING A SPECIALIZED COMPANY FOR RENTAL, ASSEMBLY, DISASSEMBLY, LOGISTICS AND SUPPORT, TO MEET THE DEMANDS OF THE MUNICIPAL SECRETARIAT OF SOCIAL COMMUNICATION, LEISURE AND TOURISM, THE SUPERINTENDENCE OF CULTURE AND THE SUPERINTENDENCE OF SPORTS**, according to the conditions, quantities and requirements established in this Notice and its annexes.

1.2 **CONTRACTED** will only provide services through a service order issued by the requesting secretariat.

**CLAUSE TWO - BUDGET ALLOCATION**

2. The expenses corresponding to the execution of the ATA/contract will be covered by the following Budget Allocations:

RECORD	APPEAL	ORIGIN	ALLOCATION	DESCRIPTION
220	15000000000	OWN	02.04.2012.0013.0392.0013.333903 9000000000000	ORGANIZATION AND SUPPORT FOR EVENTS TRADITIONAL AND DATES COMMEMORATIVE.
1080	15000000000	OWN	02.21.2082.0013.0392.0005.333903 9000000000000	<b>CULTURE-OTHER PERSONAL SERVICES</b> LEGAL
836	15000000000	OWN	02.12.2172.0004.0122.0035. 3339039000000000000	MAINTENANCE OF <b>OVERSIGHT</b> <b>OF SPORTS</b>

**CLAUSE THREE - TERM**

3.1 The Contract resulting from the price registration minutes will be valid for 01 (one) year, counted from the first business day following the date of publication in the PNCP, in accordance with article 105 of Law No. 14,133 of 2021, and may be extended, in accordance with articles 106 and 107 of said law, provided that the advantageous price and the continued nature of the contract are proven.





3.2. The issuance of the service order(s) issued by the Department of Social Communication, Leisure and Tourism will be up to 05 (five) days prior to the event, so that the CONTRACTOR will have up to 48 (forty-eight) hours, counted from the communication, to point out any unforeseeable event or force majeure that prevents the provision of services.

3.3. The company must inform the Contractor, within a maximum period of 48 (forty-eight) hours prior to the provision of services, of the reasons that make it impossible to meet the deadline, with due proof.

3.4. The location designated for signing the minutes is the headquarters of the Municipal Government of Pouso Alegre – MG, located at Rua dos Carijós, nº 45, Centro, in the city of Pouso Alegre – MG, CEP 37550-050 or by means of a valid digital signature sent by email.

3.5. Regarding ITEM 01 - Installation must be carried out within 24 (twenty-four) hours from receipt of the Service Order issued by the Department of Social Communication, Leisure and Tourism;

3.6. In **ascenario of eventuality appointed by the public body**, the provision of the service(s) must be performed **within a maximum period of 12 (twelve) hours**.

#### **CLAUSE FOUR – VALUE**

4.1 The value of this Agreement is **R\$ XXXXX(XXXXX)**, as per the proposal presented and table below:

#### **CLAUSE FIVE – PAYMENT CONDITIONS**

5.1 The Municipality of Pouso Alegre will make the payment within 30 (thirty) calendar days from receipt of the Invoice/Bill. Unless there is any pending issue in relation to the negative certificates, in which case the term may be extended until such time as they are regularized.

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

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

5.4. The Contractor regularly opting for the Simples Nacional, under the terms of [Complementary Law No. 123 of 2006](#), will not be subject to tax withholding on taxes and contributions covered by that regime. However, payment will be subject to the presentation of proof, by means of an official document, that the individual is entitled to the favorable tax treatment provided for in the aforementioned Complementary Law.

5.5. The Municipality, observing the principles of adversarial proceedings and full defense, may deduct, as a precautionary measure or definitively, from the amount to be paid, the amounts corresponding to fines, reimbursements or compensation owed by the Supplier, under the terms of this Term of Reference.

5.6. The value of the charges will be calculated using the formula:  $EM = I \times N \times VP$ , where: EM = Late payment charges due; N = Number of days between the scheduled payment date and the actual payment date; I = Financial compensation index = 0.00016438; and VP = Value of the overdue installment.

5.7. The Contractor is obliged to withhold Income Tax (IR) at source on payments made to individuals and legal entities for the supply of goods or provision of services in general, including works.

5.8. All parties must comply with the provisions of Municipal Decree No. 5,706/2023 and Federal Law No. 9,430/1996, of the RFB Normative Instruction No. 1,234/2012, of the RFB Normative Instruction No. 2,145/2023, and any subsequent amendments.

#### **CLAUSE SIX - ADJUSTMENT**

6.1. The prices initially contracted are fixed and non-adjustable within a period of one year, counting from the date of the estimated budget, on 02/05/2025 (date of the price sheet).

6.2. After a one-year interval, and regardless of the contractor's request, the initial prices will be readjusted, through the application, by the contractor, of the Broad National Consumer Price Index – IPCA, exclusively for obligations initiated and completed after the occurrence of the annual period.





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

6.4. In the event of delay or non-disclosure of the adjustment index(es), the contractor shall pay the contractor the amount calculated by the last known variation, settling the corresponding difference as soon as the final index(es) are disclosed.

6.5. In the final measurements, the index(es) used for readjustment will be, obligatorily, the definitive one(s).

6.6. If the index(es) established for readjustment are extinguished or in any way can no longer be used, the index(es) determined by the legislation then in force will be adopted as replacement.

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

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

#### **CLAUSE SEVEN - RESPONSIBILITIES OF THE CONTRACTING PARTY**

7.1 Monitor, control and evaluate the provision of services, through the Terms of Reference Inspectors;

7.2. The Municipality of Pouso Alegre/MG is obliged to make the due payments, in the forms and conditions stipulated herein;

7.3. Provide all necessary clarifications for the execution of the purpose of this Term of Reference;

7.4. Ensure the good quality of the supply, receive, investigate and resolve complaints and claims, when applicable;

7.5. Notify the Contractor, in writing, of any imperfections, faults or irregularities in the object, so that they can be corrected.

#### **CLAUSE EIGHT - RESPONSIBILITIES OF THE CONTRACTOR**

8.1 Deliver the object of this Term of Reference, in full compliance with the Notice and its Annexes.

8.2. Be responsible for any error in the submitted Proposal, and undertake to deliver the object as required in the notice and its attachments.

8.3. The winning bidder undertakes to maintain, throughout the performance of the obligation(s), in compatibility with the obligations assumed by it, all the conditions of qualification and eligibility required in the bidding process.

8.4. Bear all expenses related to its line of business and necessary to fulfill the purpose and all taxes applicable to the purpose of this term of reference, and must make the respective payments in the manner and within the deadlines provided for by law.

8.5. Pay all tax, social security, commercial and labor obligations resulting from the execution of the Terms of Reference, and failure to pay such charges does not transfer responsibility for their payment.

8.6. Not to assign or transfer to third parties the rights and obligations arising from these terms of reference, without the prior and express consent of the Contractor.

8.7. Notify the Municipality, within a maximum period of 48 (forty-eight) hours prior to the date of provision of the service, of the reasons that make it impossible to comply with the deadline, with due proof, which will be assessed by the responsible inspector.

8.8. It is the Contractor's duty to be responsible for damages caused directly to the Administration or third parties, resulting from its fault or intent in the execution of the Terms of Reference, without excluding or reducing this responsibility for inspection or monitoring by the interested body, in accordance with article 120 of law 14.133/2021.





- 8.9. Make available to the Municipality all the means necessary to verify the quality and operability of the service, allowing verification of its compliance with the specifications.
- 8.10. Transportation of the team to the service location will be the responsibility of the contractor without incurring any burden on the contractor.
- 8.11. The presence of the Contractor's inspection does not eliminate or reduce the Contractor's responsibility for its contractual obligations and requirements.
- 8.12. The contracted services may be provided at any time and day of the week, including Saturdays, Sundays and holidays;
- 8.13. If the event cannot be held due to non-compliance with the contract or failure to meet the quantity of items requested, the company will be held responsible for all costs (payments to this and other event suppliers, including any loss of profits to the City Hall or Third Parties);
- 8.14. When requested by the Municipality, the Contractor must provide for the replacement of the operator who does not perform the services satisfactorily.
- 8.15. If the contractor stops providing services, it must immediately notify the Department of Social Communication, Leisure and Tourism and justify the stoppage.
- 8.16. The presence of inspection by the Department of Social Communication, Leisure and Tourism does not eliminate or reduce the contractor's responsibility for its contractual obligations and requirements.
- 8.17. Comply, during the term of the contract, with the requirements for reserving positions provided for by law, as well as in other specific regulations, for people with disabilities, for those rehabilitated by Social Security and for apprentices; and present the respective proof of compliance with these requirements whenever requested by the contractor, which may be proven by indicating the employees and the conditions of their hiring and the functions performed.
- 8.18. Any service(s) that do not meet the specifications set out in these terms of reference will be refused in whole or in part.

#### **CLAUSE NINE - ADMINISTRATIVE SANCTIONS**

- 9.1. The sanctions provided for in Title IV, Chapter I of Federal Law No. 14,133/2021 and other relevant regulations shall apply.
- 9.1.1. Cause partial non-performance of the contract;
- 9.1.2. Cause partial non-performance of the contract that causes serious damage to the Administration, the functioning of public services or the collective interest;
- 9.1.3. Cause the total non-performance of the contract;
- 9.1.4. Cause the delay in the execution or delivery of the object of the bidding without justified reason;
- 9.1.5. Failure to sign the Minutes or fail to submit the documentation required for the contract, when called upon within the validity period of the proposal;
- 9.1.6. Refusing, without justification, to sign the contract or the price registration record, or to accept or withdraw the equivalent instrument within the period established by the Administration;
- 9.1.7. Submitting a false statement or documentation required for the contest or making a false statement during the bidding process or execution of the Minutes;
- 9.1.8. Bidding Fraud;
- 9.1.9. Behave in an inappropriate manner or commit fraud of any nature, especially when: acting in collusion or in violation of the law;





9.1.10. Deliberately mislead in judgment;

9.1.11. Presenting a falsified or deteriorated sample;

9.1.12. Carry out illegal acts with a view to frustrating the objectives of the bidding process;

9.1.13. Committing a harmful act provided for in art. 5 of Law No. 12,846 of 2013 and any other provided for in Law No. 14,133/21 or causing damage to the Public Administration.

9.2. Based on Law No. 14,133 of 2021, the Administration may, ensuring prior defense, apply the following sanctions to bidders and/or successful bidders, without prejudice to civil and criminal liabilities:

9.2.1. Warning;

9.2.2. Fine;

9.2.3. Prohibition from bidding and contracting

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

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

9.3.1. The nature and gravity of the offence committed;

9.3.2. The peculiarities of the specific case;

9.3.3. Aggravating or mitigating circumstances;

9.3.4. Any damages arising therefrom for the Public Administration;

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

9.3.6. The fine will be collected at a rate of 0.5% to 30% on the value of the Bidding Minutes, collected within a maximum period of 30 (thirty) business days, counting from the official communication.

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

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

9.6. The responsible party may be subject to a sanction of declaration of unsuitability to bid or contract, as a result of the practice of the infractions set forth in items: 9.1.6, 9.1.7 and 9.1.8, as well as for the administrative infractions set forth in items 9.1.1, 9.1.2, 9.1.3 and 9.1.4 that justify the imposition of a more severe penalty than the sanction of prohibition from bidding and contracting, the duration of which shall observe the term provided for in art. 156, §5, of Law No. 14,133/2021.

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

9.8. The determination of liability related to the sanctions of prohibition from bidding and contracting and the declaration of unsuitability to bid or contract will require the initiation of an accountability process to be conducted by a committee composed of 2 (two) or more permanent employees, as established in art. 158, §1º of Law 14.133/2021, which will evaluate known facts and circumstances and summon the bidder or successful bidder to, within 15 (fifteen) business days, counted from the date of their summons, present a written defense and specify the evidence they intend to produce.

9.9. An appeal may be filed within 15 (fifteen) business days of the application of the sanctions of warning, fine and prohibition from bidding and contracting, counted from the date of notification, which shall be addressed to the authority that issued the appealed decision,





which, if it does not reconsider within 5 (five) business days, will forward the appeal with its motivation to the higher authority, which must issue its decision within a maximum period of 20 (twenty) business days, counted from the receipt of the case.

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

9.11. 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.

## **CLAUSE TEN - CONTRACT TERMINATION**

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

10.2. The contract may be terminated before the obligations stipulated therein are fulfilled, or before the term set out therein, for any of the reasons provided for in article 137 of Law No. 14,133/21, as well as amicably, ensuring the adversarial system and full defense.

10.2.1. In this case, articles 138 and 139 of the same Law also apply. The corporate change or modification of the purpose or structure of the company will not give rise to termination if it does not restrict its ability to conclude the contract.

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

10.3. The termination term, whenever possible, will be preceded by;

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

10.3.2. List of payments already made and still due;

10.3.3. Compensation and fines.

10.4. Termination of the contract does not constitute an obstacle to the recognition of economic-financial imbalance, in which case compensation will be granted by means of an indemnity term (art. 131, caput, of Law No. 14,133, of 2021).

## **CLAUSE ELEVEN - TRANSMISSION OF DOCUMENTS**

11.1. The eventual exchange of documents and letters between the **CONTRACTOR** and the **CONTRACTED** will be done through a protocol. No other form will be considered as proof of delivery of documents or letters.

## **CLAUSE TWELFTH - AMENDMENT**

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

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

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

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

## **CLAUSE THIRTEENTH - APPLICABLE LEGISLATION**

13.1. This Contract Term is governed by the provisions expressed in Law No. 14,133, of April 1, 2021, municipal decrees, and by the precepts of public law, applying, supplementarily, the principles of the General Theory of Contracts and the provisions of private law and other municipal legislation.

## **CLAUSE FOURTEENTH - CONTRACT MANAGEMENT MODEL:**





14.1. The supervision of the execution of the contract will be carried out by municipal employees, who must have broad access to the information and services they deem necessary. The following employees will be the inspectors of the signed minutes, in accordance with art. 117 of Law 14.133/2021:

**Municipal Secretariat of Social Communication, Leisure and Tourism**

a) **Technical Inspector:** Paulo Henrique Peixoto Joanni - Registration number 23786-1

**Alternate:** Bruna Shayane Iwata Pereira Bonafé - Registration number 23367-01

b) **Administrative Inspector:** Stephanie de Paula Laurindo - Registration number 22811-2

**Alternate:** Milaine Ferreira de Sousa - Registration number 23522-1

c) **Contract Manager:** Jaqueline Lima da Costa - Registration number 19608-04

**Alternate:** Patrícia Marques de Carvalho - Registration number 23377-1

**Superintendence of Culture**

d) **Technical Inspector:** Jose Ronildo Lopes Soares - Registration number 19601

e) **Administrative Inspector:** Danielle Nathalie de Souza Araújo - Registration number 23876

f) **Contract Manager:** Regina Maria Franco Andrade de Brito - Registration number 19610

**Sports Superintendence**

g) **Technical Inspector:** Fabricio Lourenco Dantas Terra - Registration number 22630

h) **Administrative Inspector:** Mauricio Boschi - Registration number 19688

i) **Contract Manager:** Marina Ramalho Cobra Borges - Registration number 20320

14.3. The contract must be faithfully executed by the parties, in accordance with the agreed clauses and the rules of Law No. 14,133, of 2021, and each party will be responsible for the consequences of its total or partial non-execution (Law No. 14,133/2021, art. 115, caput).

14.4. In the event of impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended for the corresponding period, with such circumstances noted by means of a simple note (Law No. 14,133/2021, art. 115, §5).

14.5. Communications between the body or entity and the contractor must be made in writing whenever the act requires such formality, and the use of electronic messages for this purpose is permitted.

14.6. The body or entity may summon a company representative to take measures that must be complied with immediately.

14.7. After signing the contract, the body or entity may summon the representative of the contracted company to an initial meeting to present the inspection plan, which will contain information about the obligations established, the inspection mechanisms, the strategies for executing the object, the complementary execution plan, if any, the method for measuring results and applicable sanctions, among others.

14.8. The execution of the contract must be monitored and supervised by the contract inspector(s), or their respective substitutes (Law No. 14,133, of 2021, art. 117, caput).

**Technical Inspection**

14.9. The technical contract inspector will monitor the execution of the contract, so that all conditions established in the contract are met, in order to ensure the best results for the Administration. (Decree No. 11,246, of 2022, art. 22, VI);





14.10. The main and alternate technical inspector of the minutes will note in the minutes management history all occurrences related to the execution of the minutes, with the description of what is necessary to regularize the faults or defects observed. (Law No. 14,133, of 2021, art. 117, §1, and Decree No. 11,246, of 2022, art. 22, II);

14.11. If any inaccuracy or irregularity is identified, the technical inspector in charge and substitute of the minutes will issue notifications for the correction of the execution of the minutes, determining a deadline for the correction. (Decree No. 11,246, of 2022, art. 22, III);

14.12. The incumbent and alternate technical inspector of the minutes shall inform the minutes manager, in a timely manner, of the situation that requires a decision or adoption of measures that exceed his/her competence, so that he/she may adopt the necessary and corrective measures, if applicable. (Decree No. 11,246, of 2022, art. 22, IV).

14.13. In the event of occurrences that may make it impossible to execute the minutes on the scheduled dates, the technical inspector of the minutes will immediately communicate the fact to the minutes manager. (Decree No. 11,246, of 2022, art. 22, V).

14.14. The technical inspector of the minutes shall communicate to the minutes manager, in a timely manner, the end of the minutes under his/her responsibility, with a view to timely renewal, extension of the minutes or cancellation of said contract. (Decree No. 11,246, of 2022, art. 22, VII).

### **Administrative Inspection**

14.15. The administrative inspector of the contract will verify the maintenance of the contractor's qualification conditions, monitor the commitment, payment, guarantees, glosses and the formalization of annotations and additional terms, requesting any pertinent supporting documents, if necessary (Art. 23, I and II, of Decree No. 11,246, of 2022).

14.16. In the event of non-compliance with the obligations of the contract, the administrative inspector of the contract will act promptly to resolve the problem, reporting to the contract manager so that he can take the appropriate measures, when it exceeds his competence; (Decree No. 11,246, of 2022, art. 23, IV).

### **Contract Manager**

14.17. The contract manager will coordinate the updating of the contract monitoring and inspection process, containing all formal records of execution in the contract management history, such as the service order, occurrence record, changes and contract extensions, preparing a report with a view to verifying the need for adjustments to the contract in order to meet the administration's purpose. (Decree No. 11,246, of 2022, art. 21, IV).

14.18. The contract manager will monitor the records made by the contract inspectors of all occurrences related to the execution of the contract and the measures adopted, informing, if applicable, the higher authority of those that exceed their competence. (Decree No. 11,246, of 2022, art. 21, II).

14.19. The contract manager will monitor the maintenance of the holder's eligibility conditions, for the purposes of expense commitment and payment, and will note any problems that hinder the normal flow of expense settlement and payment in the potential risk report. (Decree No. 11,246 of 2022, art. 21, III).

14.20. The contract manager shall issue a document proving the assessment carried out by the technical, administrative and sectoral inspectors regarding compliance with obligations assumed by the holder, mentioning its performance in the execution of the contract, based on objectively defined and measured indicators, and any penalties applied, which must be included in the registry of attestation of compliance with obligations. (Decree No. 11,246, of 2022, art. 21, VIII).

14.21. The contract manager will take steps to formalize an administrative accountability process for the purpose of applying sanctions, to be conducted by the committee referred to in art. 158 of Law No. 14,133 of 2021, or by the agent or sector with competence to do so, as the case may be. (Decree No. 11,246 of 2022, art. 21, X).

14.22. The contract manager must prepare a final report with information on the achievement of the objectives that justified the contract and any measures to be adopted to improve the Administration's activities. (Decree No. 11,246, of 2022, art. 21, VI).

### **CLAUSE FIFTEEN – LOCATION OF DELIVERY AND/OR PROVISION OF SERVICES:**





15.1. The delivery/installation of items must occur in accordance with the needs and guidelines of the Department of Social Communication, Leisure and Tourism, Superintendence of Culture and Superintendence of Sports.

#### **CLAUSE SIXTEENTH - RIGHTS OF THE PARTIES**

16.1. The rights of the contracting parties are included in Law No. 14,1333, of 04/01/2021.

#### **CLAUSE SEVENTEENTH - ASSIGNMENT OF CONTRACT AND SUBCONTRACTING**

17.1. The Contractor may not assign the contract, in whole or in part, to third parties under any circumstances.

17.2. The central object of the contract may not be subcontracted, in whole or in part, including items for which, as a requirement for technical-operational qualification, the presentation of certificates proving the execution of services with similar characteristics was required. For other services, subcontracting will be permitted when there are technical reasons that justify it, subject to prior approval by the contract inspector.

17.3. Subcontracting, if authorized by the Contractor, must be carried out preferably with companies that qualify as ME/EPP, as provided for in Complementary Law 123/2006 and art. 4 of Law No. 14,133/21.

17.4. In the absence of companies in these conditions - ME/EPP, subcontracting may occur on a broad basis.

#### **CLAUSE EIGHTEEN - JURISDICTION**

18.1. The Court of the District of Pouso Alegre is elected as competent to resolve any issues arising from this Contract Term;

18.2. And in agreement and agreement, they sign this document, for themselves and their successors, in 03 (three) equal copies and initialed for all legal purposes.

Pouso Alegre/MG, from xxxxxx of 2025.

**CONTRACTED**

**CONTRACTOR**

13-10-1831

**POUSO ALEGRE**

19-10-1848





**ANNEX IV**

**MODEL OF DECLARATION OF QUALIFICATION IN COMPLEMENTARY LAW N° 123/06  
(Mandatory for Microenterprises, Small Businesses and Individual Microentrepreneurs)**

**ELECTRONIC BIDDING N° 11/2025  
ADMINISTRATIVE PROCESS N° 16/2025  
REQUESTING AUTHORITY: XX**

**OBJECT: HIRING A SPECIALIZED COMPANY FOR RENTAL, ASSEMBLY, DISASSEMBLY, LOGISTICS AND SUPPORT TO MEET THE DEMANDS OF THE MUNICIPAL SECRETARIAT OF SOCIAL COMMUNICATION, LEISURE AND TOURISM, THE SUPERINTENDENCE OF CULTURE AND THE SUPERINTENDENCE OF SPORTS.**

The company [name/Company name], registered with the CNPJ under no. [xxxx], located at [street, city, state], herein represented by [position] [name of legal representative], holder of Identity Card no. [xxxx], registered with the CPF under no. [xxxx], DECLARES, under the penalties of the law, that it is classified as a [Microenterprise, Small Business or Individual Microentrepreneur], in accordance with arts. 3 and art. 18-A, § 1, of Complementary Law No. 123 of December 14, 2006, being able to enjoy the benefits and advantages legally established for not falling into any of the legal prohibitions imposed by § 4 of art. 3 of Complementary Law No. 123 of December 14, 2006.

I declare, for the purposes of LC 123/2006 and its amendments, under the penalties of this being:

( ) MICROENTERPRISE – Annual gross revenue equal to or less than R\$ 360,000.00 and eligible to enjoy the benefits and advantages legally established as it does not fall under any of the legal prohibitions imposed by § 4 of art. 3 of Complementary Law No. 123/06.

( ) SMALL BUSINESS – Annual gross revenue greater than R\$ 360,000.00 and equal to or less than R\$ 4,800,000.00, being eligible to enjoy the benefits and advantages legally established as it does not fall under any of the legal prohibitions imposed by § 4 of art. 3 of Complementary Law No. 123/06. I further declare that, in the calendar year of the bidding process, the company did not enter into contracts with the Public Administration whose combined values exceed the maximum gross revenue permitted for the purposes of classification as a small company.

( ) INDIVIDUAL MICROENTREPRENEUR – Individual entrepreneur who meets the definition of art. 966 of Law No. 10,406, of January 10, 2002 - Civil Code, or the entrepreneur who carries out industrialization, commercialization and provision of services in the rural area, who has earned gross revenue, in the previous calendar year, of up to R\$81,000.00 (eighty-one thousand reais), who is an optant of the Simples Nacional and who is not prevented from opting for the system provided for in this article.

It further declares that it has not entered into, in the calendar year of the bidding process, contracts with the Public Administration (according to art. 6, item III, of Law No. 14,133/2021) whose combined values exceed the maximum gross revenue allowed for the purposes of classification as a small business, and the body or entity must require the bidder to declare compliance with this limit in the bidding process, as provided for in art. 4, § 2, of Law No. 14,133/2021.

Place and date.

Name and Signature of Legal Representative

Notes:

- This declaration may only be completed by bidders classified as ME, EPP and MEI, under the terms of LC 123, of December 14, 2006;
- Failure to submit this declaration will be interpreted as the bidder not being classified as a ME, EPP and MEI, under the terms of LC n° 123/2006, or the option not to use the right to differentiated treatment.

