



GOVERNMENT OF THE STATE OF MINAS GERAIS

UNIMONTES STATE UNIVERSITY OF MONTES CLAROS

Clemente de Faria University Hospital Bidding Department

SEI Process No. 2310.01.0006087/2024-28

Version 01/2024

BIDDING NOTICE FOR AUCTION

Hiring services

ELECTRONIC BIDDING Nº 496/2024	
PURCHASE PROCESS:	2311076 000496/2024
CONTRACTOR:	STATE UNIVERSITY OF MONTES CLAROS - UNIMONTES, through the Clemente de Faria University Hospital - HUCF.
OBJECT:	PROVISION OF PREVENTIVE, CORRECTIVE MAINTENANCE AND CALIBRATION SERVICES IN MEDICAL-HOSPITAL EQUIPMENT AT HOSPITAL UNIVERSITÁRIO CLEMENTE DE FARIA.
ESTIMATED VALUE:	R\$ 73,600.00 (seventy-three thousand and six hundred reais).
JUDGING CRITERIA:	LOWEST PRICE
DISPUTE MODE:	OPEN AND CLOSED
EXCLUSIVITY ME/EPP/EQUIPARATE COMPANIES:	Exclusive bidding for ME, EPP and equivalents for the benefits of Decree No. 47,437, of June 26, 2018 and Complementary Law No. 123, of December 14, 2006, as set out in Annex I, Terms of Reference.
LOCATION: Minas Gerais State Purchasing Portal - http://compras.mg.gov.br/ _____	
OPENING DATE OF THE SESSION	SESSION OPENING TIME
09/12/2024	10:00 hour(s)

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1. PREAMBLE

It is made public that the State University of Montes Claros - Unimontes, through the Clemente de Faria University Hospital - HUCF, will carry out bidding in the ELECTRONIC BIDDING modality of the lowest price type, in the open and closed bidding mode, Contract regime for a unit price, without exclusive dedication of labor, in a public session, through the website www.compras.mg.gov.br, aiming at the PROVISION OF PREVENTIVE, CORRECTIVE AND REGULAR MAINTENANCE SERVICES CALIBRATION IN MEDICAL-HOSPITAL EQUIPMENT AT HOSPITAL UNIVERSITÁRIO CLEMENTE DE WOULD, in accordance with Federal Law No. 14,133, of April 1, 2021 and Decree No. 48,723, of November 24, 2023, and other applicable legislation.

2. OBJECT

- 2.1. The purpose of this bidding process is to PROVIDE PREVENTIVE MAINTENANCE SERVICES, CORRECTIVE AND CALIBRATION IN MEDICAL-HOSPITAL EQUIPMENT AT THE UNIVERSITY HOSPITAL CLEMENTE DE FARIA, according to the specifications and conditions contained in this Notice and its annexes.
- 2.2. If there is more than one lot, the supplier is entitled to participate in as many as he is interested in. It should be noted that when choosing to participate in the lot, the proposal must include all the items that make up it.
- 2.3. In case of discrepancy between the object specifications described in the Purchasing Portal and the specifications techniques contained in **Annex I - Terms of Reference**, the bidder must comply with the latter.

3. REQUEST FOR CLARIFICATION AND CHALLENGE TO THE CALLING NOTICE

- 3.1. Requests for clarification and records of objections relating to this bidding process must be sent to the Auctioneer up to 03 (three) business days prior to the date set for opening the public session, exclusively by means of electronically, on the [Minas Gerais State Purchasing Portal](#).
- 3.2. Requests for clarifications or registration of objections can be made by anyone on the Portal Purchases/MG on the bidding page, in the appropriate field (access via the "Clarifications/Impugnation" button).
 - 3.2.1. In requests for clarification or records of objections, interested parties must identify themselves (CNPJ, Company name and name of the representative who requested clarification, if a legal entity, and CPF and name of the interested party for individual) and provide contact information (telephone and email).
 - 3.2.2. Attached files with information and documentation relevant to the requests can be inserted.

- 3.2.3. After sending the request, the information can no longer be changed, and the request will be registered with entry number, type (clarification or objection), date of submission and its status.
- 3.2.4. The response to the request for clarification or registration of objection will also be made available via system. The applicant will receive a notification email and the status of the request will change to "completed".
- 3.3. The Auctioneer will respond within 03 (three) business days, counted from the date of receipt, limited to the last day useful prior to the opening date of the contest, and may request formal assistance from those responsible for preparing the notice of bidding and attachments.
- 3.4. Challenges and requests for clarification do not suspend the deadlines set out in the contest.
- 3.4.1. The granting of a suspensive effect to the objection is an exceptional measure and must be motivated by the Auctioneer, in the records of the bidding process, in accordance with art. 14, §2 of Decree 48,723/2023.
- 3.5. Responses to requests for objections and clarifications adhere to this Notice as if they were part of it, binding the Administration and bidders.
- 3.6. Once the objection is accepted, a new date for the event will be defined and published, observing the deadlines set out in art. 55 of Federal Law No. 14,133/2021 and art. 15 of Decree 48,723/2023
- 3.7. Any modification to the Notice requires publication through the same publication instrument in which the text was published. original, reopening the initially established period, except when, unquestionably, the change does not affect the formulation of proposals.
- 3.8. Anonymous or unsubstantiated complaints, petitions and objections will not be analyzed and will be archived. by the competent authority.
- 3.9. Failure to challenge the notice, in the manner and time defined in this item, results in the forfeiture of the right to discuss, in the administrative sphere, the rules of the competition.

4. CONDITIONS OF PARTICIPATION

- 4.1. Participation in this Notice will take place exclusively through the [State of Minas Gerais Purchasing Portal](#) General.
- 4.1.1. The guidelines for participation in this Notice are presented in the [Bidding Manual by the criteria of judgment of lowest price and highest discount – Decree 48,723/2023, Supplier version](#)
- 4.2. Favorable treatment will be granted to microenterprises, small businesses and other bidders classified as beneficiaries indicated in the caput of art. 3 of Decree No. 47,437/2018, within the limits provided for in the Law Complementary No. 123/2006 and in the aforementioned Decree 47,437/2018.
- 4.3. Obtaining the benefit referred to in the previous subitem:
- 4.3.1. does not apply in the case of bidding for contracting services in general, to the item whose estimated value is higher than the maximum gross revenue allowed for purposes of classification as a small business.
- 4.3.2. is limited to micro-enterprises and small-sized companies that, in the calendar year in which the procedure, have not yet entered into contracts with the Public Administration, the combined values of which exceed the maximum gross revenue allowed for the purposes of classification as a small business.
- 4.3.3. in contracts with a term of more than 1 (one) year, the annual value of the contract must be considered. contract in the application of the limits provided for in **subitems 4.3.1. and 4.3.2.**
- 4.4. For the purposes of the provisions of this notice, the classification of beneficiaries indicated in the caput of art. 3 of the Decree State No. 47,437, of June 26, 2018 will be as follows:
- 4.4.1. microenterprise or small business, as defined in items I and II of the caput § 4 of art. 3 of the Federal Complementary Law No. 123, of December 14, 2006;
- 4.4.2. family farmer, as defined in Federal Law No. 11,326, of July 24, 2006;
- 4.4.3. rural producer, individual, as provided for in Federal Law No. 8,212, of July 24, 1991;
- 4.4.4. individual microentrepreneur, as defined in § 1 of art. 18-A of Federal Complementary Law No. 123, of December 14, 2006;
- 4.4.5. cooperative society, as defined in art. 34 of Federal Law No. 11,488, of June 15, 2007, and in art. 4 of Federal Law No. 5,764 of December 16, 1971.
- 4.5. Participation in lots reserved exclusively for ME and EPP, as per **Annex I, Terms of Reference**, is limited to the bidders listed in the previous subitem.
- 4.6. Suppliers whose line of business is compatible with the purpose of this tender **may participate** in this tender. bidding, and that are regularly accredited in the General Supplier Registry – CAGEF of the State of Minas Gerais, in terms of State Decree No. 47,524, of November 6, 2018 and SEPLAG Resolution No. 93, of November 28, 2018.
- 4.6.1. Accreditation with CAGEF must be completed at least 2 (two) business days before the date of the opening of the BIDDING through the website www.compras.mg.gov.br - Supplier Registration Option

4.6.2. Each supplier must accredit at least one representative to act on their behalf in the system, It is forbidden for any person, whether natural or legal, to represent more than one bidder in this Notice.

4.6.3. The representative will receive an electronic access password, which is personal and non-transferable, and will be excluded from the liability of the provider or the body/entity promoting the Notice for any damages arising from the use improper use of the password, even by unauthorized third parties.

4.6.4. It is the duty of the legal guardian to check the accuracy of their registration data in CAGEF and maintain them updated with the bodies responsible for the information, and must immediately correct or change of the records as soon as you identify any inaccuracies or they become out of date.

4.6.5. Registration with the system provider implies the presumption of the technical capacity of the bidder and his/her representative to carry out transactions inherent to the Notice.

4.6.6. The bidder is responsible for:

4.6.6.1. for transactions carried out in their name, assuming that their proposals and their bids, including acts carried out directly or by their representative;

4.6.6.2. for monitoring operations in the system, accepting burdens arising from the loss of business in the event of failure to observe any messages issued by the system or its disconnection.

4.6.7. Additional information regarding accreditation can be obtained on the website

www.compras.mg.gov.br or through the Supplier Service Center, via email:

cadastro.fornecedores@planejamento.mg.gov.br, with opening hours from Monday to Friday, from 8:00 am to 16:00h.

and-

4.7. The supplier who wishes to obtain the benefits provided for in Chapter V of Federal Complementary Law No. 123/2006, regulated in State Decree No. 47,437, of 2018 and by Joint Resolution SEPLAG/SEF/JUCEMG No. 9,576, of 6 July 2016, must prove the beneficiary status at the time of accreditation or when updating your registration data in the General Supplier Registry – CAGEF, as long as it occurs prior to registration of the commercial proposal.

4.7.1. If there is no proof, in CAGEF, of the beneficiary status until the moment of registration of the proposal, the supplier will not be entitled to the benefits listed in State Decree No. 47,437 of June 26, 2018.

4.8. **Companies that:**

4.8.1. Do not meet the conditions of this Notice and its annexes;

4.8.2. They are considered foreign companies that do not have legal representation in Brazil with powers express to receive citation and respond administratively or judicially;

4.8.3. Civil Society Organizations of Public Interest - OSCIP, acting in this capacity (Judgment No. 746/2014-TCU-Plenary).

4.8.4. That fall into the following situations:

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

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

4.8.4.2. Company, individually or in consortium, responsible for preparing the basic project or the project executive, 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 involves on works, services or supply of goods necessary for it;

4.8.4.3. Any natural or legal person who is, at the time of the bidding, unable to participate in the bidding as a result of a sanction imposed on it, in accordance with current legislation;

4.8.4.3.1. The impediment referred to in the previous item will also apply to the bidder who acts in substitution of another person, whether natural or legal, with the intention of circumventing the effectiveness of the sanction applied to them, including its controlling, controlled or affiliated company, provided that the illicit or use of fraudulent misrepresentation of the legal personality of the bidder.

4.8.4.4. Anyone who maintains a technical, commercial, economic, financial, labor or civil relationship with the 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, collateral or by affinity, up to the third degree;

4.8.4.5. Controlling companies, subsidiaries or affiliates, under the terms of Law No. 6,404, of December 15, 1976, competing against each other;

4.8.4.6. Companies whose controlling owners or directors are members of the legislative branches of the Union, States or Municipalities or who perform remunerated functions therein, in accordance with art. 54, II, "a", with art. 29, IX, both from the Federal Constitution;

4.8.4.7. Individual or legal entity that, in the 5 (five) years prior to the publication of the notice, has been convicted judicially, with res judicata, for exploitation of child labor, for submission of workers to

conditions analogous to slavery or the hiring of adolescents in cases prohibited by labor legislation.

4.8.4.8. Companies gathered in a consortium.

5. ON THE PRESENTATION OF THE PROPOSAL

5.1. After the publication of the bidding notice, bidders will submit, exclusively through the Bidding Portal, Compras MG, the proposal with the price, until the date and time established for the opening of the public session when, then, The stage of sending this documentation will automatically end, with the system being required to inform:

5.1.1. the unit value and the total value of each lot.

5.2. Bidders may withdraw or replace the proposal previously entered into the system until the session opens public.

5.3. At this stage there will be no classification order, which will only occur after the procedures for opening the public session and bid submission phase.

5.4. The prices offered, both at the stage of launching the proposal in the system and in the bidding session, will be exclusive responsibility of the supplier, and must:

5.4.1. be presented in national currency, in figures with two decimal places after the decimal point.

5.4.2. include all taxes, social charges, freight to the destination and any other charges that may be fall on the supply of the object, which will be the sole and exclusive responsibility of the supplier, including the costs to comply with labor rights guaranteed in the Federal Constitution, labor laws, and sub-legal standards, in collective labor agreements and in any terms of conduct adjustment in force on the date of delivery of the proposals.

5.5. If the company's tax regime involves the collection of taxes in variable percentages, the quotation The appropriate amount will be the one corresponding to the average of the company's effective payments in the last twelve months.

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

5.6. The submission of proposals implies mandatory compliance with the provisions contained therein, in compliance with the provisions of the Terms of Reference, with the proponent assuming the commitment to fulfill the object in its terms, as well as [providing the necessary materials, equipment, tools and utensils/providing the service], in quantities and qualities suitable for the perfect execution of the contract, promoting, when required, its replacement, when necessary the case.

5.7. The proposal will be valid for 90 (ninety) days from the date of opening of the public session established in the preamble of this Notice and its annexes.

5.8. When registering the proposal, the supplier must also indicate in the appropriate field on the purchasing portal the following statements:

5.8.1. who expresses knowledge of the full content of the notice of invitation and its annexes, agrees with its conditions, declares that its economic proposal will include the full costs, in accordance with art. 63, §1º, of Law Federal No. 14,133, of 2021, to comply with labor rights guaranteed in the Federal Constitution of 1988, in labor laws, sub-legal standards, collective labor agreements and conduct adjustment terms valid on the date of their final delivery, meeting the qualification requirements established therein.

5.8.2. that there is no impediment to their qualification, and will communicate the supervening of an impending occurrence to the body or Contracting entity;

5.8.3. which meets the provisions of item XXXIII of art. 7th of the 1988 Federal Constitution, which prohibits work night, dangerous or unhealthy work for minors under eighteen and any work for minors under sixteen, except in apprentice status, from the age of fourteen.

5.8.4. awareness of all local information and conditions, if any, for compliance with the obligations subject to the bidding.

5.8.5. that meets the requirements for reserving positions for people with disabilities and for Social Security rehabilitation Social, provided for by law under the terms of art. 93 of Federal Law No. 8,213, of 1991 and in other specific rules, as per provided for in item IV of art. 63 of Federal Law No. 14,133 of 2021.

5.8.6. who is responsible for the transactions carried out in the system in his/her name, assuming that they are firm and true;

5.8.7. In the case of a beneficiary supplier (ME/EPP/Equiparadas) indicated in the caput of art. 3 of the State Decree No. 47,437 of 2018, the following must also be declared:

5.8.7.1. that meets the requirements established in article 3 of Federal Complementary Law No. 123, of 2006, being eligible to benefit from the favored treatment established in its articles 42 to 49, in compliance with the provisions of §§ 1º to 3rd of art. 4th, of Law No. 14,133, of 2021.

5.8.7.2. that if there are restrictions on the tax regularity document(s) , assumes the commitment to

promote regularization if it formulates the winning bid, fully complying with the other requirements qualification.

5.8.8. In the case of professionals organized in the form of a cooperative:

5.8.8.1. That participates in the bidding in the form of a cooperative and complies with the provisions of art. 16 of Law No. 14,133 of April 1, 2021.

5.9. False statements mentioned in the previous item will subject the bidder to the sanctions set forth in art. 156 of the Federal Law No. 14,133 of 2021, without prejudice to other applicable penalties.

5.10. Suppliers established in the State of Minas Gerais **who enjoy the benefit of ICMS exemption**, as provided for in State Decree No. 48,589 of 2023, they must inform in the proposal(s) that will be forwarded to the Purchasing Portal, the price(s) resulting from the ICMS deduction, according to SEPLAG/SEF Joint Resolution No. 3,458, of 2003 and changes.

5.10.1. The proposal classification phases, bidding stage, price assessment, awarding and approval will be carried out based on the prices from which the amounts relating to ICMS have been deducted.

5.10.2. The provisions of subitems 5.10 and 5.10.1 do not apply to Minas Gerais taxpayers opting for the National Simple.

5.11. The information in the commercial proposal(s) forwarded by the system may be changed by the supplier. until the date and time set for the opening of the session.

6. OPENING OF THE SESSION AND THE BIDDING PHASE

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

6.2. Once the competitive phase has begun, in accordance with the bidding method adopted in the notice, bidders may submit public and successive bids exclusively through the MG [Purchasing Portal](#).

6.3. The bidder will be immediately informed of the receipt of his/her bid and the amount recorded in the record.

6.4. The bid must be offered at the global value.

6.4.1. The bidder may only offer a bid of a lower value than the last bid offered by him, observing the minimum range of difference in values that will affect both intermediate bids and in relation to the bid that covers the best offer.

6.4.2. The minimum range of difference in values between bids, which will affect both bids intermediaries as to what the best offer covers is R\$10.00 (ten reais).

6.5. Bids will be sorted by the system and published in ascending order, when the criterion of trial for lowest price.

6.6. If the supplier does not submit bids, it will compete with the value of its proposal.

6.7. In open and closed bidding mode, the bid submission stage will last 15 minutes.

6.7.1. Once the abovementioned deadline has ended, the system will send a notice of imminent closing of bids and, After a period of up to **10 minutes**, randomly determined by the system, the reception of bids will be automatically closed.

6.7.2. After the step foreseen in the previous item, the system will open the opportunity for the author of the value offer lowest or highest discount percentage and the authors of subsequent offers with values or percentages up to 10% higher or lower than that, according to the adopted criteria, can offer a final and closed bid within **5 minutes**, which will be confidential until the end of this period.

6.7.3. In the event provided for in the previous item, the bidder may choose not to offer any bid in the system, or choose to offer a better value or percentage, according to the judgment criteria.

6.7.4. In the event of there being two or fewer proposals under the conditions set out in **subitem 6.7.2**, they will be the authors of the three best subsequent bids are called, in order of classification, to offer a final bid and closed under the same circumstances.

6.7.5. Once the deadline established in **subitems 6.7.2 and 6.7.4 has ended**, the system will order the bids as provided. in **subitem 6.5**.

6.8. During the public session, bidders will be informed in real time of the value of the best registered bid, as well as as well as all messages exchanged in the system's "chat", with identification of the bidder being prohibited.

6.9. In the event that the electronic system disconnects during the bid submission stage of the public session and remain accessible to bidders, bids will continue to be received, without prejudice to the acts carried out.

6.10. When the electronic system disconnection persists for more than 10 minutes, UNIMONTES, through of the Clemente de Faria University Hospital - HUCF, the public session will be suspended, after the submission of bids has been completed, and restarted only 24 hours after the fact is communicated to participants on the website used for dissemination.

6.11. Give a fake empath

6.11.1. In relation to items not exclusive to the participation of micro and small businesses, since Once the bidding stage is over, the size of the business entity will be verified with CAGEF. The system will identify in a separate column the participating micro and small businesses, making a comparison with the values of the first placed company, if it is a larger company, as well as the other classified companies, for the purpose of apply the provisions of arts. 44 and 45 of Complementary Law No. 123, of 2006, regulated by State Decree No. 47.437/2018.

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

6.11.2.1. The best ranked under the terms of the previous item will have the right to submit a final offer to tiebreaker, necessarily with a value lower than that of the first placed, within 5 (five) minutes controlled by the _____ system, counted after automatic communication for this purpose.

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

6.11.2.3. In the case of equivalence of the values presented by micro and small companies that are within the ranges established in the previous subitems, a draw will be held between them so that identify the one that can first present the best offer.

6.12. In the event of a tie between two or more proposals, the tie-breaking criteria set out in art. 60 of the Federal Law No. 14,133, of 2021.

6.12.1. If the tie persists, there will be a draw through the electronic system among the proposals. tied.

6.12.2. The rules set forth in this subitem shall not prejudice the application of the provisions of Article 44 of the Complementary Law. Federal Law No. 123, of December 14, 2006.

6.13 The tiebreaker rules shall not prejudice the application of the provisions of art. 44 of Federal Complementary Law No. 123, of December 14, 2006.

7. ON THE JUDGMENT OF THE PROPOSAL

7.1. Once the bidding phase is over, any non-compliance with the participation conditions will be verified, especially regarding the existence of a sanction that prevents participation in the contest or future purchase, by consulting the following records:

CONSULTING REGISTRATIONS	SUPPLIER PERSON LEGAL - CNPJ	SUPPLIER PERSON PHYSICS - CPF	PARTNER MAJORITY*- CPF or CNPJ
CADIN – Informative Registry of Default in relation to the Public Administration of State of Minas Gerais accessible via the website http://consultapublica.fazenda.mg.gov.br/ConsultaPublicaCADIN/consultaSituacaoPublica.do ;	Sim	Sim	NO
CAGEF/CAFIMP – Register of Prevented Suppliers accessible via the website https://www.cagef.mg.gov.br/fornecedor-web/br/gov/prodemge/seplag/fornecedor/publico/index.zul	Sim	Sim	NO
Check your electoral status, available on the website https://www.tse.jus.br/servicos-eleitorais/titulo-e-local-de-votacao/copy_of_consulta-por-nome	NO	Sim	NO
TCU Certificate of Unsuitable Bidders, accessible via the website https://contas.tcu.gov.br/ords/f?p=1660:3:111970551082228:::P3_TYPE:CPF		Sim	NO
Consultation of the National Registry of Unfit and Suspended Companies (CEIS) and to the Registry National Registry of Punished Companies (CNEP) maintained by the Comptroller General of the Union (CGU), accessible through the website https://certidoes.cgu.gov.br/	NO	Sim	NO
	(Queries) already integrate		

CONSULTING REGISTRATIONS	SUPPLIER PERSON LEGAL (TCU) CNPJ	SUPPLIER PERSON PHYSICS - CPF	PARTNER MAJORITY*- CPF or CNPJ
Consultation of the National Registry of Civil Convictions for Acts of Improbability Administrative and Ineligibility, maintained by the National Council of Justice (CNJ), accessible through the website https://www.cnj.jus.br/improbidade_adm/consultar_requerido.php?validar=form .		Sim	Sim
TCU Consolidated Legal Entity Consultation (Includes 4 certificates: (1) Bidders Unfit, (2) CNIA - National Registry of Civil Convictions for Acts of Improbability Administrative and Ineligibility, (3) CEIS - National Registry of Unfit Companies and Suspended and (4) CNEP - National Registry of Punished Companies. Access available at site https://certidoes-apf.apps.tcu.gov.br/	Sim	NO	NO
Use: Consultation of the National Registry of Civil Convictions for Acts of Administrative Impropriety and Ineligibility, maintained by National Council of Justice (CNJ) will be carried out on behalf of the best ranked supplier and also of its majority partner, by force of article 12 of Law No. 8,429 of 1992, which provides, among the sanctions imposed on those responsible for committing an act of impropriety administrative, the prohibition of contracting with the Public Authorities, including through a legal entity of which it is a majority shareholder.			

7.2. If the Supplier Status Inquiry indicates 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.

7.2.1. The attempted fraud will be verified through corporate links, similar supply lines, among others.

7.2.2. The supplier will be summoned to make a statement prior to his/her disqualification.

7.2.3. If the existence of a sanction is confirmed, the supplier will be considered disqualified, due to lack of conditions participation.

7.3. Once the conditions for participation have been verified, the Administration will examine the proposal ranked first regarding suitability for the object and price compatibility in relation to the maximum stipulated for contracting in this Notice and in its attachments.

7.3.1. The bidder ranked first must submit the proposal adjusted to the last bid offered or, when there are no bids, containing the price(s) initially offered, and, if necessary, documents complementary, within a minimum period of 2 hours, extendable for the same period, counted from the Auctioneer's request.

7.3.1.1. The extension referred to in the item above may occur in the following situations:

7.3.1.1.1. at the bidder's request, with justification accepted by the Auctioneer;

7.3.1.1.2. ex officio, at the discretion of the Auctioneer, when replacing him, when it is found that the established deadline is not sufficient to send the documents required in the notice to verify compliance referred to subitem 8.1.

7.3.1.2. The supplier must upload their commercial proposal adjusted to their last offered value, according to the model in **Annex III - Commercial Proposal**.

7.3.1.2.1. Files relating to the commercial proposal must be signed electronically.

7.3.1.2.2. For electronic signature, the following can be used:

7.3.1.2.2.1. The Digital Signature Portal made available by the Government of Minas Gerais, accessible free, available at: <http://www.portaldeassinaturas.mg.gov.br> Or;

7.3.1.2.2.2. The Digital Signature Portal made available by the Federal Government, with free access, available at <https://www.gov.br/governodigital/pt-br/assinatura-eletronica>. Or;

7.3.1.2.2.3. Signature by means of digital certificate.

7.3.1.2.3. If the proposal and accompanying documents are signed by an agent, they must be also forwarded the power of attorney and copy of the identity card of the subscribing agent.

7.3.1.3. Carrying out the digital signature will imply acceptance of all terms and conditions that govern the electronic process, according to Decree No. 47,222, of July 26, 2017, and other applicable rules, admitting as valid the electronic signature, resulting in liability for the improper use of the actions carried out and the information provided, which will be subject to civil, criminal and administrative investigation.

7.3.1.4. However, if the documents are not signed electronically, in accordance with article 6, §1, of State Decree 47,222/2017, the documents inserted in the purchasing portal will be considered legitimate in their authorship, authenticity, integrity and signature, with a view to its insertion into the system through access with

username and password.

7.3.1.5. The Minas Gerais supplier, who has not opted for the Simples Nacional, must:

7.3.1.5.1. inform in the commercial proposal the price resulting from the deduction of ICMS and the price with ICMS.

7.3.1.5.2. attach to your commercial proposal the state registration form, which includes the option for Simples Nacional, and the person responsible for the event, in his absence, can consult the option for this regime through the website: <http://www8.receita.fazenda.gov.br/SimplesNacional/>.

7.4. For the purposes of analyzing the proposal regarding compliance with the object specifications, the following may be collected: written statement from the technical area specialized in the subject.

7.5. The winning proposal will be disqualified if:

7.5.1. contains incurable defects;

7.5.2. fail to comply with the detailed technical specifications contained in this Notice, in the Terms of Reference and attachments;

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

7.5.4. do not have their feasibility demonstrated, when required by the Administration; and/or

7.5.5. present non-compliance with any other requirements of this Notice and/or the Terms of Reference and attachments, provided they are irremediable.

7.5.6. A proposal that presents values lower than 50% of the budgeted value is considered an indication of unfeasibility by the Administration.

7.5.6.1. The unenforceability, in the case referred to in the previous item, will only be identified after due diligence of the Auctioneer, who proves:

7.5.6.1.1. that the bidder's cost exceeds the bid value;

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

7.5.7. If there are signs that the price proposal is unfeasible, or if clarification is needed complementary, due diligence must be carried out so that the bidder can prove the feasibility of the proposal.

7.6. Once the outcome of the trial has been defined, the Auctioneer may negotiate more advantageous conditions with the first bidder. placed exclusively through the MG Purchasing Portal and in a public and transparent manner. The value resulting from the negotiation must be registered on the MG Purchasing Portal.

7.6.1. When the first placed, even after negotiation, is disqualified due to his proposal remain above the maximum price or below the discount defined for the contract, the negotiation may be made with the other classified bidders, in accordance with **subitem 7.6**, respecting the classification order, or, in the case of tied intermediate proposals, the tie-breaking criteria defined in this document will be used. notice.

7.6.2. Once the negotiation is concluded, the result will be recorded in the minutes of the public session, which must be attached to the contracting process records.

7.6.3. If the price is compatible, the bidder must send the proposal adjusted to the last value offered in the negotiation, and, if necessary, complementary documents, within a minimum period of 2 (two) hours, counted from the Auctioneer's request in the system.

7.7. Spreadsheets indicating quantities and unit costs, detailing Bonuses and Expenses Indirect – BDI and Social Charges – ES, when applicable, must be forwarded through the system with the respective values readjusted to the winning proposal.

7.8. Errors or failures in completing the proposal do not constitute grounds for disqualification. The proposal may be adjusted by the bidder, within the period indicated by the system, as long as there is no increase in the price.

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

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

7.10. In the event of the need to suspend the public session to carry out due diligence, with a view to sanitation of proposals, the public session may only be restarted with prior notice in the system with, at least, twenty-four hours in advance, and the occurrence will be recorded in minutes.

7.11. The bidder may be called to send a complementary digital document, through the functionality of due diligence available in the system, within a minimum period of 2 (two) hours, under penalty of non-acceptance of the proposal.

7.11.1. The Auctioneer is authorized to extend the established deadline, based on a reasoned request made in the *chat* by the bidder, before the deadline.

7.11.2. Among the documents that can be requested, those that contain the characteristics of the property stand out. offered, such as brand, model, type, manufacturer and origin, as well as other relevant information, such as

catalogs, brochures or proposals, sent electronically, or, if applicable, by another means and within the period indicated by the auctioneer, without prejudice to its subsequent sending via the electronic system, under penalty of non-acceptance of the proposal.

7.12. **From the Proof of Concept presentation:**

7.12.1. There will be no presentation of proof of concept in this competition.

8. **OF THE QUALIFICATION**

8.1. Document verification will be carried out by consulting Cagef, in the documents covered by it, ensuring that other participants have the right to access the data contained in the system.

8.2. The bidder must keep the evidence contained in the CRC up to date so that it is valid on the date of the bid opening of the public session.

8.3. If there is a need to send additional documents to those already presented for qualification, in the form established in **subitem 8.1**, or documents not included in Cagef, the best classified supplier will be called to forward them, in digital format, via the system.

8.4. In cases where the presentation of qualification documents is required after the date of receipt of the proposals, during the public session, the documents must be presented when requested by the Auctioneer in the format digitally in the electronic system, by upload, within a minimum period of 2 (two) hours, extendable for the same period, observing the hypotheses listed in **subitem 7.3.1.1** of this Notice.

8.4.1. Failure to regularize the documents contained in the CRC within the period specified in the previous subitem will result in disqualification of the bidder, unless consultation of official certificate-issuing websites is successful in finding the valid certificate(s).

8.5. After submitting the documents for qualification, replacement or submission of new ones will not be permitted. documents, except in the context of due diligence, for:

8.5.1. supplementation of information about the documents already submitted by bidders and provided that necessary to ascertain facts existing at the time the competition was opened;

8.5.2. updating of documents whose validity has expired after the date of receipt of proposals.

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

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

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

8.7. The beneficiaries listed in **subitem 4.3** will be granted a period of 05 (five) business days, extendable for the same period. period, at the discretion of the administration, for regularizing tax and/or labor documentation, counted from the publication of the analysis of the qualification documents of the best-ranked bidder, as provided for in item I, of § 2, of art. 6 of the State Decree No. 47,437, of June 26, 2018.

8.7.1. Failure to regularize the documentation within the deadline set out in this item will result in the disqualification of the winning bidder, without prejudice to the sanctions provided for in this Notice, with the option of calling the remaining bidders, in the order of classification. If, in the order of classification, another microenterprise, small enterprise or corporation follows cooperative with some restriction in tax and labor documentation, the same period will be granted for regularization.

8.7.2. If there is a need to open a period for the beneficiary to regularize their tax documentation and/or labor, the auctioneer must suspend the bidding session for the specific lot and record in the "chat" that all Those present are hereby summoned to appear on the day and time informed on the website www.compras.mg.gov.br for the resumption of the bidding session for the lot in question.

8.8. The qualification documents of the bidders whose analysis was carried out will be made available for public access. by the auctioneer, after the result of his judgment has been defined.

8.9. When analyzing the qualification documents, the auctioneer may correct errors or errors that do not alter the substance of documents and their legal validity, through a reasoned decision, recorded in minutes and accessible to all, and will assign them validity and effectiveness for qualification purposes, in accordance with the provisions of [Law No. 14,184 of January 31, 2002](#).

8.9.1. In the event of the need to suspend the public session to carry out due diligence, with a view to the sanitation referred to in the item above, the public session may only be restarted upon prior notice with, at least 24 hours in advance, and the occurrence will be recorded in minutes.

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

8.10.1. In the event that the winning bidder is a foreign company that does not operate in the country, for signing purposes of the contract or the price registration minutes, the documents required for qualification will be translated by a translator sworn in the Country and apostilled in accordance with the provisions of Federal Decree No. 8,660, of January 29, 2016, or

another who replaces him, or consularized by the respective consulates or embassies.

- 8.11. Any bidder who fails to prove his/her qualification, either by failing to present any of the documents, will be disqualified. required, or present them in disagreement with the provisions of this Notice.
- 8.12. If the bidder does not meet the qualification requirements, the body or entity will examine the proposal. subsequent and so on, in the order of classification, until a proposal is found that meets the specifications of the object and the conditions of qualification.
- 8.13. Once full compliance with the requirements of this call for proposals has been confirmed, the bidder will be qualified.

9. OF THE RESOURCES

- 9.1. Any bidder may, during the period granted in the public session, not less than 10 minutes, in order to _____ immediately after the end of the assessment of the proposals and the act of qualification or disqualification, express their intention to appeal, under penalty of preclusion.
- 9.1.1. The reasons for the appeal must be presented at a single time, in a specific field in the system, within the period of 3 working days, counted from the notification regarding the conclusion of the admissibility judgment regarding the statements of intention to appeal, carried out by the Auctioneer.
- 9.1.2. The admissibility judgment referred to in **subitem 9.1.1** will be carried out after the manifestation stage. intention to appeal as referred to in **subitem 9.1**, at the end of the qualification stage.
- 9.1.3. The lack of a motivated statement by the bidder regarding the intention to appeal will result in the expiration of this right.
- 9.1.4. The presentation of complementary documents, in case of unavailability or technical unfeasibility or electronic material, duly identified, relating to the appeals filed or counter-arguments, if any, will be carried out by sending the email to pregao.hucf@unimontes.br and identified with the details of the bidding company and the bidding process (process and lot number), observing the deadline set out in **subitem 9.1**.
- 9.1.5. The other bidders will be notified to, if they wish, present their counter-arguments, within a period of 3 working days, counted from the final date of the appellant's deadline, using the same methods used to present the appeal.
- 9.1.6. The bidder will be guaranteed access to the elements essential to defending its interests.
- 9.1.7. Acceptance of the appeal will result in the invalidation of only those acts that cannot be used.
- 9.1.8. In the absence of a record of an expression of intent to appeal by bidders, the higher authority shall authorized to award the object to the bidder declared the winner.

10. REVOCATION AND CANCELLATION

- 10.1. The higher authority may revoke the bidding procedure according to the criteria and in the manner set out in the Decree. State No. 48,723/2023 for reasons of convenience and opportunity, and must be annulled due to incurable illegality, ex officio or by provocation by third parties, ensuring prior manifestation of the interested parties.
- 10.2. In cases of cancellation and revocation, prior manifestation of the interested parties must be ensured (art. 71, § 3, Law 14,133/21).
- 10.3. The determining reason for the revocation of the bidding process must be the result of a supervening fact duly proven.
- 10.4. When pronouncing nullity, the authority will expressly indicate the acts with irremediable defects, making them null and void. subsequent effects that depend on them, and will give rise to the determination of the responsibility of whoever caused them.
- 10.5. An appeal may be filed within 3 working days from the date of cancellation or revocation of the bid, observed, where applicable, the provisions of arts. 165 and 168 of Federal Law No. 14,133, of 2021.
- 10.6. In the event that the illegality referred to in **subitem 10.1** is found during the execution of the contract, the following applies: provided for in art. 147 of Federal Law No. 14.133, of 2021.

11. REOPENING OF THE PUBLIC SESSION

- 11.1. In cases where an appeal is granted that leads to the annulment of acts prior to the public session preceding or in which the public session itself is annulled, in which case the annulled acts and those arising from it will be repeated. depend.
- 11.1.1. All remaining bidders must be summoned to attend the reopened session.
- 11.1.2. The call will be made through the electronic system ("chat"), notice board and also by e-mail, according to the phase of the bidding process.
- 11.1.3. The call made by email will be made in accordance with the data contained in CAGEF, being It is the bidder's responsibility to keep their registration data up to date.

12. AWARD AND APPROVAL

- 12.1. Once the judgment and qualification phases are completed, and administrative appeals have been exhausted, the bidding process will be forwarded to the higher authority, which may:
- 12.1.1. determine the return of the case to correct irregularities;
 - 12.1.2. revoke the bid for reasons of convenience and opportunity;
 - 12.1.3. proceed with the cancellation of the bid, ex officio or upon provocation from third parties, whenever present incurable illegality;
 - 12.1.4. award the object and approve the bid.
- 12.2. When the procedure is approved, the information will be sent to the PNCP automatically and will be available for consultation in the Purchasing Portal.
- 12.2.1. The minutes will be available on the Purchasing Portal, and will also be attached to the contracting process records.

13. OF THE HIRING

- 13.1. After approval, if the contract is concluded, the winning bidder will be called to sign the term. of contract or accept or withdraw the equivalent instrument, within 5 (five) business days, counting from receipt of the communication, which will take place through the Electronic Information System - SEI, under penalty of losing the right to contract, without prejudice to the application of the sanctions provided for in art. 156 of Federal Law No. 14,133, of 2021, and other applicable penalties.
- 13.1.1. The deadline for calling may be extended once, for the same period, upon request of the party during its course, duly justified, and provided that the reason given is accepted by the Administration.
 - 13.1.2. Any request for an extension of the deadline to sign the contract term, accept or withdraw the equivalent instrument arising from this Notice, will only be analyzed if presented before the expiration of the deadline for such and duly substantiated.
 - 13.1.3. The contractor must prove the maintenance of the qualification conditions to sign the term of contract, accept or withdraw the equivalent instrument, which must be maintained by the supplier during the term of the contract or equivalent instrument.
 - 13.1.4. It will be granted to the Administration, when the person called up does not present a regular situation at the time of sign the contract, do not sign the contract term or do not accept or withdraw the equivalent instrument within the deadline and within the established conditions, call the remaining bidders, in order of classification, to conclude the contract or withdrawal of the equivalent instrument, under the conditions proposed by the winning bidder.
 - 13.1.5. In the event that none of the bidders accepts the contract as per **subitem 13.1.4**, the Administration, taking into account the estimated value and its eventual update in accordance with the terms of the notice, you may:
 - 13.1.5.1. call the remaining bidders for negotiation, in order of ranking, with a view to obtaining at a better price, even if above or below the winning bidder's discount price;
 - 13.1.5.2. award and celebrate the contract under the conditions offered by the remaining bidders, following the order qualifying, when negotiation for better conditions fails.
 - 13.1.6. The unjustified refusal of the successful tenderer to sign the contract, or to accept or withdraw the instrument equivalent within the period established by the Administration, will characterize the total non-compliance with the obligation assumed and the will be subject to the legally established penalties and the immediate loss of the proposal guarantee in favor of the body or entity promoting the bidding.
 - 13.1.7. The rule in **subitem 13.1.6** shall not apply to the remaining bidders called in accordance with **subitem 13.1.5.1**
 - 13.1.8. Acceptance of the Commitment Note or equivalent instrument, issued to the awarded supplier, implies the recognition that:
 - 13.1.8.1. The equivalent instrument is replacing the contract, applying to the business relationship there established the provisions of Federal Law No. 14,133, of 2021;
 - 13.1.8.2. The contractor is bound by its proposal and the provisions contained in this Notice and its annexes;
 - 13.1.9. The contractor recognizes that the hypotheses for termination are those provided for in articles 137 and 138 of the Law Federal nº 14,133, of 2021, and agree with the Administration's rights provided for in articles 137 to 139 of the same law.
 - 13.1.10. The term of the contract is set out in **Annex I - Terms of Reference**.
 - 13.1.11. Once the validity period of the proposal indicated in the notice has elapsed without a call for contracting, the following will remain: bidders released from the commitments assumed.
 - 13.1.12. The contracting instrument, and other acts signed with the Administration, will be signed in a manner electronically, through the Electronic Information System of the Government of the State of Minas Gerais - SEI/MG.

13.1.12.1. For electronic signature, if you do not already have a registration, the interested bidder(s) must access the Electronic Information System of the Government of the State of Minas Gerais - SEI/MG, through the link www.sei.mg.gov.br/usuarioexterno, and click on "Click here if you are not registered yet".

13.1.12.2. Questions regarding registration with SEI can be sent to the email gti.hucl@unimontes.br.

13.1.12.3. Registering as an External User in SEI/MG will imply acceptance of all terms and conditions governing the electronic process, according to State Decree No. 47,222, of July 26, 2017, and other applicable standards, admitting the electronic signature in the registered form (login/password) as valid, resulting in liability for the improper use of the actions taken and the information provided, which will be subject to civil, criminal and administrative investigation.

14. SUBCONTRACTING

14.1. The CONTRACTED PARTY is prohibited from subcontracting in whole or in part the supply agreed upon.

15. FINANCIAL GUARANTEE OF EXECUTION

15.1. The conditions for presenting the performance guarantee are described in the **Terms of Reference**.

16. PAYMENT

16.1. The payment conditions are set out in **Annex I, Terms of Reference**.

17. ADMINISTRATIVE SANCTIONS

17.1. The applicable administrative sanctions are set out in **Annex I, Terms of Reference**.

18. GENERAL PROVISIONS

18.1. This notice must be read and interpreted in its entirety, and after the proposal has been submitted, it will not be accepted. claims of ignorance.

18.2. The procedure will be published on the MG Purchasing Portal and the National Public Procurement Portal – PNCP.

18.3. The times established in the publication of this procedure and during the public session will observe the opening hours. Brasília-DF, including for time counting and registration in the System and in the documentation related to the procedure.

18.4. When counting the deadlines established in this notice, the start date is excluded and the due date is included, and working days are considered. Deadlines only begin and expire on business days at the Administration.

18.5. If there is a need for bidders to perform any act of any nature, the deadline for which is not set out in this Notice, the deadline indicated by the Auctioneer in the respective notification must be met.

18.6. The Auctioneer or the Higher Authority is authorized, at any stage of the trial, to promote due diligence intended to clarify or complement the instruction of the process and the assessment of the offered, as well as to request the preparation of technical opinions intended to support decisions.

18.7. The object of this bidding must be executed in accordance with **Annex I - Terms of Reference**, running at the expense of the CONTRACTOR the expenses of insurance, transportation, taxes, labor and social security charges arising from the execution of the object of the contract.

18.8. The rules governing this Notice will always be interpreted in favor of expanding the dispute between the interested parties, as long as they do not compromise the interests of the Administration, the principle of equality, the purpose and security of the buy.

18.9. Bidders assume all costs of preparing and submitting their bids and the Administration does not shall under no circumstances be liable for such costs, regardless of the conduct or outcome of this competition.

18.10. The contracted supplier will be constantly evaluated in terms of its deliveries.

18.11. If there is no business or any supervening event occurs that prevents the contest from being held on the date scheduled, the session will be transferred to the first subsequent business day, at the same time previously established, provided that there is no communication to the contrary.

18.12. The jurisdiction of the District of Montes Claros, State of Minas Gerais, is elected to resolve any conflicts of interests arising from this bidding, with this clause being valid as an express waiver of any other forum, however privileged that is or will be.

18.13. Interested parties may examine or obtain this Bidding Notice and its attachments free of charge on the website www.compras.mg.gov.br.

18.14.

For all intents and purposes, the following annexes are included in this Notice:

ANNEX TO NOTICE I - TERMS OF REFERENCE 101670217

ANNEX II - MODEL OF COMMERCIAL PROPOSAL FOR CONTRACTING SERVICES 99721142

ANNEX TO NOTICE III - DRAFT SERVICE CONTRACT 101728921

Montes Claros/MG, November 25, 2024

Mr. Iuri Simões Mota

Superintendent of the Clemente de Faria University Hospital - HUCF

Dr. Ruy Braga Avenue, No., - Vila Mauriceia Neighborhood, Montes Claros/MG, ZIP Code 39401-089



Document signed electronically by **Iuri Simoes Mota, Superintendent**, on 11/25/2024, at 10:00, according to Brasília official time, pursuant to art. 6, § 1, of Decree No. 47,222, of July 26, 2017 .



The authenticity of this document can be checked on the website http://sei.mg.gov.br/sei/controlador_externo.php?acao=documento_conciliar&id_orgao_acesso_externo=0, informing the verification code **102295915** and the CRC code **F1A15843**.



GOVERNMENT OF THE STATE OF MINAS GERAIS

STATE UNIVERSITY OF MONTES CLAROS

Biomedical Maintenance at the Clemente de Faria University Hospital

STATE UNIVERSITY OF MONTES CLAROS - UNIMONTES

ANNEX I - TERMS OF REFERENCE FOR SERVICE PROVISION

DATA	REQUESTING AGENCIES	PURCHASE UNIT NUMBER
11/11/2024	UNIMONTES	2311076

RESPONSIBLE FOR THE REQUEST	SUPERINTENDENCE OR DIRECTORATE OR UNIT ADMINISTRATIVE
Name: José Walber Alves E-mail: walber.hucf@unimontes.br Contact telephone number: (38) 3224-8275	Name: Denise de Oliveira Lima E-mail: denise.lima@unimontes.br Contact telephone number: (38) 3224-8240

1. PURPOSE AND GENERAL CONDITIONS OF THE CONTRACT

The purpose of this Terms of Reference is the **PROVISION OF SERVICES OF 1.1.**

PREVENTIVE, CORRECTIVE MAINTENANCE AND CALIBRATION OF MEDICAL-HOSPITAL EQUIPMENT AT THE CLEMENTE DE FARIA UNIVERSITY HOSPITAL, in accordance with the quantity provided for in the description of this object, including any and all types of labor, with **the amount reserved for the acquisition of parts and accessories**, necessary for the perfect functioning and conservation of the equipment described below.

LOT ITEM	CODE. DO ITEM	DESCRIPTION OF ITEM CATMAS	UNIT OF ACQUISITION	AMOUNT	VALUE UNITARY	VALUE TOTAL
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	01	2674	MAINTENANCE, REPAIR, CONSERVATION AND ADAPTATION IN EQUIPMENT AND INSTRUMENTS DOCTORS	UNIT	01	33.600,00	33.600,00
01	02	609226	MAINTENANCE, REPAIR, CONSERVATION AND ADAPTATION IN EQUIPMENT AND INSTRUMENTS DOCTORS, DENTISTRY AND HOSPITALS WITH REPLACEMENT OF PARTS AND ACCESSORIES (VALUE OF RESERVE FOR ACQUISITION OF PARTS AND ACCESSORIES).	UNIT	01	40.000,00	40.000,00

1.2. OBJECT CHARACTERIZATION

1.2.1. The object of this contract is characterized as common, as it presents standards of performance and quality objectively defined through usual market specifications.

1.3. EXCLUSIVE LOTS FOR MICROENTERPRISES AND SMALL BUSINESSES DOOR

1.3.1. **All batches in this process will be exclusive to qualified suppliers such as microenterprise, small business or similar**, eligible to benefit from the treatment differentiated and favored provided for in art. 48, items I and III, of Complementary Law No. 123, of 2006 c/c no. art. 8th Decree No. 47,437, of 2018, since **the total estimated value of each contracting item is less than or equal to R\$80,000.00**, as provided for in Decree 47,437/2018.

1.3.2. In the event that there is no successful bidder in the first call, under the terms above and art. 48, I of Complementary Law No. 123/2006, the second call will be held for participation of companies in broad competition, under the terms of art. 15 of State Decree No. 47.437/2018.

1.4. OF THE HIRING

1.4.1. The term of **validity of the contract is 12 (twelve) months**, counted from the publication of the instrument on the National Public Procurement Portal - PNCP, extendable for up to a maximum of 05

(five) years, in accordance with art. 105 of Federal Law No. 14,133, of 2021.

1.4.2. The contract provides greater detail on the rules that will be applied in relation to term of the contract.

1.5. **SOLUTION DESCRIPTION**

1.5.1. The requested preventive, corrective maintenance and calibrations must occur in any of the equipment described below, and the specifications and characteristics must be observed of the same:

EQUIPMENT - BRAND/MODEL QUANTITY		N° OF SERIES	N° OF HERITAGE	N° OF TAG
VIBRASOM AUDIOMETER WITH HEADPHONES TDH39, MODEL AVS500	01	3180	1624959-3	004657
IMPEDANCE METER INTERACOUSTICS MT 10	01	704665 690591	1625163-6	004658
EMISSIONS EQUIPMENT OTOACÚSTICAS E YOU HEAD ACCUSCREEN	01	978773	1651091-7	004662
EMISSIONS EQUIPMENT OTOACÚSTICAS E YOU HEAD ACCUSCREEN	01	217946	84889535	004664
EMISSIONS EQUIPMENT OTOACOUSTIC CAPELLA DE MADSEN	01	318153	84889519	004663
BRAND AUDIOMETRIC BOOTH SAO LUIZ ACOUSTICS	01	1136	84889470	004656

1.5.2. The HUCF reserves the amount of **R\$40,000.00 (forty thousand reais) for replacement of parts that are necessary to achieve the service to be provided.**

1.5.3. This value was estimated **based on research previously carried out in companies specialized** in this provision of services and according to available resources. Thus, it is understood that the amount of R\$ 40,000.00 (forty thousand reais) is necessary to cover expenses with parts and accessories replacement.

1.5.4. Please note that the amount must be used to purchase **new parts and accessories, and originals**, which will be paid by HUCF in the manner described in this Terms of Reference.

2. GROUNDS FOR HIRING

2.1. The present contracting of maintenance services is justified because they are equipment speech therapy, related to the Hearing Screening program.

2.2. The purpose of contracting maintenance services is to ensure greater durability of assets and reliability on the part of users, as well as complying with current legislation. In addition, it results in economy and operational efficiency, ensuring safety and quality in the assistance provided.

2.3. The lack of maintenance of the equipment shown in table 1.2.1 may compromise the assistance.

3. HIRING REQUIREMENTS

3.1. PARTICIPATION IN CONSORTIUMS

3.1.1. The participation of companies grouped together in a consortium will not be permitted, due to the low complexity of the object to be acquired, considering that companies operating in the market have conditions to supply the goods independently according to the Preliminary Technical Study.

3.2. SUBCONTRACTING

3.2.1. Partial or total subcontracting of the contractual object will not be permitted.

3.3. SUSTAINABILITY

3.3.1. The sustainability criteria for contracting must be met in accordance with the following requirements:

3.3.1.1. THE CONTRACTOR must adopt resource optimization/reduction practices waste/less pollution, as well as sustainability practices in the execution of services in compliance with the provisions of art. 6th of SLTI/MPOG Normative Instruction nº 1, of 01/19/2010.

3.3.1.2. It is recommended that the winning bidder comply with the provisions of RDC 306, of 12/07/2004, (Technical Regulation for the management of health service waste), in order to carry out properly collect and dispose of health waste.

3.3.1.3. Waste of materials should be avoided.

3.3.1.4. The release of fragments or particulate matter into the environment should be avoided.

3.3.1.5. The burning of non-renewable fuels should be avoided, except where it is essential for the execution of services.

3.4. INDICATION OF BRANDS OR MODELS

3.4.1. No specific brands or models will be required for hiring.

3.5. PROHIBITION ON USE OF BRAND OR MODEL

3.5.1. There will be no brand/model restriction in this contract.

3.6. **REQUIREMENT FOR A LETTER OF SOLIDARITY**

3.6.1. The presentation of a letter of solidarity will not be required in this contract.

3.7. **CONTRACT GUARANTEE**

3.7.1. A guarantee of execution of the contract will be required, in accordance with art. 96 et seq. of Law Federal Law No. 14,133, of 2021, in the percentage of up to 5% of the total initial value of the contract, according to rules established in the contractual draft.

3.7.2. The contractor may offer a performance guarantee before or after the signing of the contract, depending on the chosen modality.

3.7.3. The guarantee after signing the contract must be provided within 10 (ten) days after the end of the contractual term.

3.8. **SERVICE WARRANTY CONDITIONS AND SPECIFICATIONS**

3.8.1. Only the legal guarantee established by art. 26 of the Federal Law will be applied to the service. No. 8,078, of 1990 (Consumer Defense Code – CDC).

3.9. **OF THE INSPECTION**

3.9.1. There is no need to carry out a prior inspection of the location where the services will be performed.

4. **OBJECT EXECUTION MODEL**

4.1. Term and Conditions for Provision of the Service:

4.1.1. The execution of the object will follow the following dynamics:

4.1.1.1. All labor will be the responsibility of the CONTRACTOR, and the value of the contract must encompass the entire provision of the service to be carried out as well as the supply of parts and accessories.

4.1.1.2. The services defined in the object of this Term of Reference must be performed in Business hours, Monday to Friday, 8am to 5pm.

4.1.1.3. Services will be paid according to their execution, with the approval of the inspector of the contract.

4.1.1.4. The execution of services will be preceded by Service Orders issued by CONTRACTOR, and the service request must be made by telephone and/or email.

4.1.1.5. It should be noted that HUCF has no responsibility whatsoever towards employees of the contracted company, which must take all necessary precautions for labor protection and responsibilities, whether labor and/or any other.

4.1.1.6. The company to be hired must guarantee the service performed throughout the term.

contractual.

4.1.1.7. The provision of contracted services will be carried out in the service room of Speech therapy, located at the Tancredo Neves Specialty Center - CAETAN, at the Hospital Clemente Faria University, at Cula Mangabeira Avenue, No. 562, Santo Expedito Neighborhood, Montes Claros/MG, CEP: 39.401-002, except for occurrences that require bench tests in the Biomedical Maintenance of HUCF or sending to Technical Assistance/Manufacturer.

4.1.1.8. THE CONTRACTOR must begin executing preventive maintenance services, corrective and calibration within a ~~maximum of 10 (ten) days after signing the contract and issuing the authorization of the provision of services.~~

4.1.1.9. Services must be performed by duly trained and qualified technicians, in _____ keep the equipment properly adjusted and in perfect condition and operation, and those services that are performed on the hospital premises will be under the direct supervision of CONTRACTOR, through monitoring and supervision of employees in the Maintenance sector Biomedical at the Clemente de Faria University Hospital.

4.1.1.10. The CONTRACTOR's technicians must be present to perform the services carrying identification documents, safety equipment and tools necessary for perfect execution of services.

4.1.1.11. All services provided by the CONTRACTOR must meet the requirements of the legislation current.

4.1.1.12. All procedures outlined in the manuals must be followed.
equipment.

4.1.1.13. The CONTRACTOR must affix the CONTRACTOR's label to the equipment with the date _____ and the services provided. —

4.1.1.14. THE CONTRACTOR must always present, after the execution of the service provision, preventive and corrective maintenance, calibrations and replacement of parts and accessories, when applied to the object, issue a technical report highlighting all relevant data, which will include the services performed, products used and signed by the technical manager with RT.

4.1.1.15. If there is any change in the scheduled dates for service provision, the CONTRACTOR must communicate 05 (five) days in advance.

4.1.1.16. The completion of the service will be subject to the full operation of the equipment with testing and delivery of calibration certificates.

4.1.1.17. THE CONTRACTOR must keep the places where the services are carried out clean and organized.
services.

4.1.1.18. Services will be received by server(s) from the Biomedical Maintenance sector.

4.1.1.19. The CONTRACTOR must communicate to the CONTRACTOR the need to send the equipment to their respective manufacturers or authorized technical assistance, when necessary to external corrective maintenance, measurement and calibration, in accordance with current legislation at no cost to the CONTRACTOR.

4.1.1.20. All expenses arising from the provision of contracted services will be borne by the CONTRACTOR.

4.1.1.21. All procedures outlined in the manuals must be followed.
equipment.

4.1.1.22. THE CONTRACTOR must register a **Technical Responsibility Note (ART)**, referring to the specific service contracted with CREA and present the registration to the CONTRACTOR.

4.1.1.23. Preventive maintenance of equipment must be performed annually, issuing a technical report highlighting all relevant data, which will include the services performed and signed by the technical manager with RT.

4.1.1.24. Equipment calibrations must be performed annually, issuing a report technician highlighting all relevant calibration data, which will include the services performed and

signed by the technical manager with RT.

4.1.1.25. Equipment used as standards in calibrations must be tracked with RBC (Brazilian Calibration Network) traceability report. The copy of the traceability report must accompany each calibration report.

4.1.1.26. Calibrations must also be performed after corrective maintenance and issue a technical report highlighting all relevant calibration data, which will include the services carried out and signed by the technical manager with RT.

4.1.1.27. Corrective maintenance will be requested by the CONTRACTOR whenever necessary, no call limit.

4.2. **EXTERNAL MAINTENANCE, IF NECESSARY**

4.2.1. The CONTRACTOR must be informed of the need to remove the equipment; This will authorize the removal of the object, in accordance with legislation.

4.2.2. The WINNING BIDDER must communicate within a maximum period of **05 (five) days useful**, how long the equipment will be under external maintenance, informing the date of its return.

4.2.3. The expense of transporting the equipment will be borne by the CONTRACTOR, free of charge. additional for the CONTRACTOR.

4.3. **SPARE PARTS**

4.3.1. Replacement parts and accessories must be purchased by the CONTRACTOR and reimbursed by the CONTRACTOR, through the **budget reserve "Reserve for parts and accessories not provided for" in the total amount of R\$40,000.00 (forty thousand reais), provided they are within the market price.**

4.3.2. The procedure will occur as follows: the CONTRACTOR will provide a quote for analysis and approval by the CLEMENTE DE FARIA UNIVERSITY HOSPITAL (HUCF), by inspector of the contract, who will check whether it is within the market value, through research with collection of 02 (two) more quotes from companies in the sector. If the value is in accordance with the market, the CONTRACTOR will be authorized to supply the part. Otherwise, an adjustment will be requested for the supply of parts at the values collected by HUCF, with adjustment of costs only being permitted of taxes in the corrected amounts.

4.3.3. Once the need to replace parts has been identified, the CONTRACTOR must present the CONTRACTOR, within a maximum period of **03 (three) business days**, a quote for the parts with their respective technical specifications.

4.3.4. **The parts must be new, original and/or first-rate**, according to the brand. equipment, so as not to compromise the quality of services to be provided and provided in the maximum period of **10 (ten) working days**, counting from the first day after approval of the budget by the HUCF.

4.3.5. In the event that it is not possible to fulfill the acquisition within the stipulated period of **10 (ten) business days**, the company must justify and prove the situation, requesting a new deadline, which must be analyzed and approved by the contract inspector.

4.3.6. To maintain the intrinsic manufacturing characteristics of the equipment, the parts Replacement parts must be new and have the same technical specifications as the replaced parts.

4.3.7. The part exchange service will be monitored by a person in charge of the Maintenance Sector HUCF Biomedical, defined by the contract inspector.

4.3.8. Replaced parts must be presented to the HUCF contract inspector prior to its final disposal. Such disposal will be carried out by the CONTRACTOR, in strict compliance with the legislation relevant environmental.

4.3.9. THE CONTRACTOR will be responsible for the acquisition of parts or accessories, for the exchange and for full maintenance in accordance with this document, ensuring full operation of the equipment.

4.3.10. **THE CONTRACTOR will be reimbursed for new parts purchased and used in the service provided.** To do so, you must issue **an Invoice, which must contain a precise description and detailed information on the parts replaced**, so that the contracted company is reimbursed for their value, together with payment for the service provided.

4.3.11. In all Service Orders issued by the CONTRACTOR, the CONTRACTOR must send a substantiated report showing the services performed, parts and accessories replaced, when if applicable.

4.3.12. Only the parts actually replaced will be paid for.

4.4. **ADDITIONAL INFORMATION ON THE OBJECT**

4.4.1. In compliance with Article 3, paragraph III, of Federal Law No. 10,520/02, and Article 5, paragraph I, item "a", of State Decree No. 42,408, of 03/08/2002, proceeded to prepare a preliminary budget for the object to be tendered.

4.4.2. The aforementioned budget was based on the median value of prices practiced in the market. national, for price guidance purposes, these being quoted by companies in the sector.

4.4.3. THE CONTRACTOR must adopt resource optimization/reduction practices waste/less pollution, as well as sustainability practices in the execution of services in compliance with the provisions of art. 6th of SLTI/MPOG Normative Instruction nº 1, of 01/19/2010.

4.4.4. It is recommended that the winning bidder comply with the provisions of RDC 306, of 12/07/2004, (Technical Regulation for the management of health service waste), in order to carry out properly collect and dispose of health waste.

4.4.5. Waste of materials should be avoided.

4.4.6. The release of fragments or particulate matter into the environment should be avoided.

4.4.7. The burning of non-renewable fuels should be avoided, except where it is essential for the execution of services.

4.4.8. In case of discrepancy between the object specifications described in the Purchasing Portal and the technical specifications contained in this Term of Reference, the CONTRACTOR must comply with the descriptions presented in this document.

4.4.9. The contract execution regime will be **INDIRECT EXECUTION: CONTRACT BY _____**
UNIT PRICE, WITHOUT EXCLUSIVE DEDICATION OF LABOR.

5. **MEASUREMENT AND PAYMENT CRITERIA**

5.1. **RECEIPT CONDITIONS**

5.1.1. The services provided will be provisionally received by the person responsible for the monitoring and supervision of the contract, through detailed term(s), when the compliance with technical and administrative requirements.

5.1.2. The issuance of the Invoice/Bill must be preceded by the final receipt of the services, under the terms below.

5.1.3. Within 05 (five) calendar days of payment of the installment, the CONTRACTOR must deliver all documentation proving compliance with the contractual obligation;

5.1.4. Provisional receipt will be carried out by the technical and sectoral inspector or by the team of inspection after delivery of the above documentation, as follows:

5.1.4.1. The contractor will carry out a thorough inspection of all services performed, through competent technical professionals, accompanied by the professionals in charge of the service, with the purpose of verifying the adequacy of the services and verifying and relating the finishing touches, touch-ups and revisions finals that are necessary.

5.1.5. For the purpose of provisional receipt, at the end of each billing period, the tax inspector The contract technician will determine the result of the assessments of the execution of the object and, if applicable, the analysis of the performance and quality of the provision of services carried out in line with the indicators foreseen, which may result in the resizing of amounts to be paid to the contractor, recording in a report to be forwarded to the contract manager.

5.1.6. The Contractor is obliged to repair, correct, remove, rebuild or replace, at its own discretion, expense, in whole or in part, of the object in which defects, faults or errors resulting from the execution of services or materials used in their execution, and it is the responsibility of the inspection not to certify the last and/or only measurement of services until all possible pending issues that may be resolved to be indicated in the Provisional Receipt.

5.1.7. In the event that the verification referred to in the previous paragraph is not carried out timely, it will be considered as carried out, with provisional receipt being consummated on the day of expiration of the term.

5.1.8. Within 05 (five) calendar days from provisional receipt of services, the The Contract Manager must provide final receipt, an act that certifies execution of services, following the following guidelines:

5.1.8.1. Carry out the analysis of the reports and all documentation presented by the inspection and, If there are irregularities that prevent the settlement and payment of the expense, indicate the clauses relevant contractual documents, requesting the CONTRACTOR, in writing, for the respective corrections;

5.1.8.2. Issue a Detailed Term for the purpose of definitive receipt of services rendered, which proves the suitability of the object to the contractual terms, based on reports and documentation presented; and

5.1.8.3. Inform the company so that it issues the Invoice or Bill, with the exact amount sized by the inspection, based on the Result Measurement Instrument (IMR), or instrument substitute.

5.1.9. The provisional or definitive receipt of the object does not exclude the liability of Contractor for losses resulting from the incorrect execution of the contract, or, at any time, from guarantees granted and responsibilities assumed in the contract and by virtue of the legal provisions in vigor.

5.1.10. Services may be rejected, in whole or in part, when in disagreement with the specifications contained in this Term of Reference and in the proposal, and must be corrected/remade/replaced within the period set by the contract inspector, at the expense of the Contractor, without prejudice to the application of penalties.

5.1.11. For provisional receipt purposes, at the end of each billing period, the responsible for monitoring and supervising the contract will determine the results of the assessments of execution of the object and, if applicable, the analysis of the performance and quality of the provision of services carried out in line with the predicted indicators, which may result in the resizing of amounts to be paid to the Contractor, recorded in a report to be forwarded to the contract manager.

5.1.12. The Contractor is obliged to repair, correct, remove, rebuild or replace, at its own discretion, expense, in whole or in part, of the object in which defects, faults or errors resulting from of the execution or materials used, and it is the responsibility of the inspection not to certify the last and/or only measurement of services until all possible pending issues that may be identified in the Provisional Receipt.

5.1.13. The inspection will not certify the last and/or only measurement of services until they are all possible pending issues that may be identified in the Provisional Receipt have been resolved,

according to art. 119 with art. 140 of Federal Law No. 14,133, of 2021.

5.1.14. The services provided will be definitively received by a designated server or commission. by the competent authority, through detailed term(s) that prove(s) compliance with the contractual requirements, within a period of up to 10 (ten) calendar days, counted from the provisional receipt.

5.1.15. The deadline for final receipt may be exceptionally extended, in order to justified, for the same period, when there is a need for steps to assess the service provided contractual requirements.

5.1.16. Services may be rejected, in whole or in part, when in disagreement with the specifications contained in the Terms of Reference and in the proposal, without prejudice to the application of the penalties.

5.1.17. In the event of a dispute over the execution of the object, as to its size, quality and quantity, the content of art. 143 of Federal Law No. 14,133, of 2021, must be observed, the Administration will notify the Contractor to issue an Invoice with regard to the undisputed portion of the execution of the object, for the purpose of settlement and payment.

5.1.18. The deadline for the Contractor to resolve inconsistencies in the execution of the object or correction of the invoice or equivalent collection instrument, verified by the Administration during the analysis prior to the settlement of expenses, it will not be computed for the purposes of receipt definitive.

5.1.19. Provisional or definitive receipt will not exclude civil liability for the solidity and for the safety of the service nor the ethical-professional responsibility for the perfect execution of the contract.

5.2. **OF THE LIQUIDATION**

5.2.1. Settlement will be carried out within a period of up to 30 (thirty) calendar days from the date of final delivery of the service and respective acceptance by the Contractor.

5.2.2. For settlement purposes, the competent sector must verify whether the invoice or instrument of equivalent collection presented expresses the necessary and essential elements of the document, such as as:

5.2.2.1. The due date;

5.2.2.2. The date of issue;

5.2.2.3. The details of the contract and the Contracting body;

5.2.2.4. The respective period of execution of the object;

5.2.2.5. The amount to be paid; and

5.2.2.6. Possible highlighting of the value of applicable tax withholdings.

5.2.3. If there is an error in the presentation of the invoice or equivalent collection instrument, or circumstance that prevents the settlement of the expense, it will be suspended until the Contractor provides the remedial measures, restarting the term after proof of regularization of the situation, without charge to the Contractor.

5.2.4. The invoice or equivalent collection instrument must be accompanied by the proof of tax regularity as set out in art. 68 of Federal Law No. 14,133 of 2021.

5.3. **PAYMENT**

5.3.1. Payment will be made through the Integrated Financial Administration System - SIAFI/MG, by means of a bank order issued by electronic processing, to the beneficiary's credit

in one of the banks indicated by the Contractor, within a period of up to [insert number of days] [write by extensive] calendar days, counting from the final date of the settlement to which it refers, based on the tax documents duly checked and approved by the Contractor.

5.3.1.1. The Administration must observe the chronological order in payments, as provided no art. 141 of Federal Law No. 14.133, of 2021.

5.3.2. In the event of delay by the Contractor, due to the Administration's exclusive fault, the amounts due to the Contractor will be monetarily updated between the end of the payment term until the date of its effective implementation, according to the variation of the IPCA.

5.3.3. Upon payment, the tax withholding provided for in applicable legislation will be made.

5.3.4. Regardless of the tax percentage entered by the Contractor in the cost spreadsheet, when applicable, the established percentages will be withheld at source when making the payment in current legislation.

5.3.5. THE CONTRACTOR must ensure the maintenance of the qualification requirements set out in Notice.

5.3.5.1. Any situations of fiscal or labor irregularities of the CONTRACTOR shall not prevent payment, if the object has been executed and certified. Such a hypothesis will, however, give rise to the adoption of measures aimed at sanctioning the contractor and terminating the contract.

5.3.6. The Contractor regularly opts for the Simples Nacional, under the terms of the Law Complementary nº 123, of 2006, will not suffer tax withholding regarding taxes and contributions covered by that regime. However, payment will be subject to the presentation of proof, by means of an official document, that you are entitled to the favorable tax treatment provided for in the aforementioned Complementary Law.

5.3.7. Retention or disallowance of payment will be indicated, proportional to the irregularity verified, without prejudice to applicable sanctions, if it is found that the Contractor:

5.3.7.1. Does not produce the agreed results;

5.3.7.2. Failure to perform, or failure to perform with the minimum quality required, activities contractors; or

5.3.7.3. Failure to use materials and human resources required to perform the service, or use them with a quality or quantity lower than that demanded.

6. CONTRACT TRANSITION AND TERMINATION PROCEDURE

6.1. No transition and contract termination procedures will be necessary due to the Object characteristics.

7. CONTRACTING MANAGEMENT MODEL

7.1. GENERAL RULES

7.1.1. The contract must be faithfully executed by the parties, in accordance with the clauses agreements and the provisions of Federal Law No. 14,133, of 2021, and each party will be responsible for the consequences of its total or partial non-execution, according to art. 115 of Federal Law No. 14,133, of 2021, and articles 15 and 16 of Decree 48,587, of 2023.

7.1.2. Communications between the body or entity and the Contractor must be in writing, whenever the act requires such formality, allowing the use of an electronic message for this purpose.

7.1.3. The body or entity may summon a company representative to adopt measures that must be taken immediately.

7.1.4. After signing the contract or equivalent instrument, the body or entity may call the representative of the contracted company to an initial meeting to present the action plan. supervision, which will contain information about contractual obligations, supervision mechanisms, of the strategies for executing the object, of the contractor's complementary execution plan, when if any, the method of measuring results and applicable sanctions, among others.

7.1.5. The execution of the contract must be monitored and supervised by 1 (one) or more managers and contract inspectors, representatives of the Administration specially appointed as per requirements established in art. 7 of Federal Law No. 14,133, of 2021, or by their respective substitutes, according to art. 117 of Federal Law No. 14,133 of 2021, and art. 14 of Decree No. 48,587 of 2023.

7.1.6. If total or partial non-compliance with the contract is found, the following must be in compliance with the provisions of art. 155 to 163 of Federal Law No. 14,133 of 2021, in order to determine the responsibility of the Contractor and eventually apply sanctions.

7.2. **CONTRACT SUPERVISION**

7.2.1. The contract inspector will provide technical and operational support to the contract manager with information relevant to their competencies, in accordance with item I of art. 16 of Decree No. 48,587, of 2023.

7.2.2. The contract inspector will record in a specific register all occurrences related to the execution of the contract, determining what is necessary to regularize the faults or defects observed, in accordance with § 1, art. 117 of Federal Law No. 14,133, of 2021, and item II of art. 16 of Decree No. 48,587 of 2023.

7.2.3. The contract inspector will issue notifications for the correction of routines or any inaccuracy or irregularity found, with the definition of a deadline for correction, in accordance with item III of art. 16 of Decree No. 48,587, of 2023.

7.2.4. The contract inspector will inform his superiors and the contract manager in a timely manner. for the adoption of appropriate measures, the situation that demands a decision or action that goes beyond its competence, according to § 2, art. 117 of Federal Law No. 14,133, of 2021, and item IV of art. 16 of Decree No. 48,587 of 2023.

7.2.5. The contract inspector will immediately report any occurrences to the contract manager. that may make it impossible to execute the contract on the established dates, in accordance with item V of art. 16. of Decree No. 48,587 of 2023.

7.2.6. The contract inspector will monitor the execution of the contract to ensure that the established conditions, in order to ensure the best results for the Administration, with the checking of invoices and documentation required for payment and, after certification, that certifies provisional receipt, forward to the contract manager, in accordance with item VI of art. 16 of Decree No. 48,587 of 2023.

7.2.7. The contract inspector will communicate to the contract manager, in a timely manner, the end of the contract under your responsibility, with a view to timely renewal or contractual extension, in the terms of item VII, of art. 16 of Decree No. 48,587, of 2023.

7.2.8. The contract inspector will carry out provisional receipt of the object of the contract, upon detailed term proving compliance with contractual requirements, as per item VIII of the art. 16 of Decree No. 48,587, of 2023.

7.2.9. The supervision referred to in this clause does not exclude or reduce the responsibility of the Contracted for any irregularities, non-performance or non-conformities that occurred in the execution of the object, including imperfections of a technical nature or those arising from a redhibitory defect, as such defined by civil law.

7.3. **CONTRACT MANAGEMENT**

7.3.1. The contract manager will guide the contract inspectors in the performance of their duties, in the terms of item I, of art. 15 of Decree No. 48,587, of 2023.

7.3.2. The contract manager will monitor the records made by the contract inspectors or third parties contracted, of occurrences related to the execution of the contract and the measures adopted, and will inform the superior authority of those that exceed its competence, in accordance with item II, of the art. 15 of Decree No. 48,587, of 2023.

7.3.3. The contract manager will monitor the maintenance of the qualification conditions of the contractor, for the purpose of committing expenses and payment, and will note the problems that hinder the flow normal settlement and payment of expenses in the report of possible risks, in accordance with section III, of art. 15 of Decree No. 48,587, of 2023.

7.3.4. The contract manager will coordinate the monitoring and inspection routine of the contract, whose management history must contain all formal records of execution, example of the service order, the occurrence record, changes and contract extensions, under the terms of item IV, of art. 15 of Decree No. 48,587, of 2023.

7.3.5. The contract manager will coordinate the preparatory acts relating to the procedural instruction and the sending the relevant documentation to the contracts department to formalize the signing of addendums, extensions, readjustments, renegotiations or contractual terminations, pursuant to item V, of art. 15 of Decree No. 48,587 of 2023.

7.3.6. The contract manager will carry out the final receipt of the contract object, upon detailed term that proves compliance with contractual requirements, in accordance with item VI of art. 15 of Decree No. 48,587 of 2023.

7.3.7. The contract manager will prepare the final report with information on the achievement of the objectives that justified the hiring and possible conduct to be adopted for the improvement of Administration activities, as referred to in paragraph "d" of item VI of § 3 of art. 174 of Federal Law No. 14,133 of 2021, under the terms of item VII of art. 15 of Decree No. 48,587 of 2023.

7.3.8. The contract manager will take steps to formalize the administrative process of accountability for the purposes of applying sanctions, to be conducted by the commission referred to in art. 158 of Federal Law No. 14,133 of 2021, or by the agent or the competent sector for this purpose, as the case may be, under the terms of item VIII, of art. 15 of Decree No. 48,587, of 2023.

8. SUPPLIER SELECTION FORM AND CRITERIA

8.1. The supplier will be selected by carrying out a procedure in the form auction, according to art. 28 of Federal Law No. 14,133, of 2021, in electronic form, with the adoption of the criterion of judgment at the lowest price, according to art. 33, of the aforementioned Federal Law, in view of the justification presented in the Preliminary Technical Study.

8.2. PROPOSAL ACCEPTANCE CRITERIA

8.2.1. The proposal will be valid for 90 (ninety) calendar days from the date of acceptance.

8.3. FROM THE PROOF OF CONCEPT

8.3.1. Proof of concept will not be required for this contract.

9. QUALIFICATION

9.1. **LEGAL QUALIFICATION**

- 9.1.1. Identification document, with photo, of the person responsible for signing the Commercial Proposal(s).
- 9.1.2. Business registration with the Commercial Board, in the case of an individual entrepreneur.
- 9.1.3. Articles of association, bylaws or articles of association and their subsequent amendments or instrument consolidated, duly registered with the Commercial Board, in the case of business corporations, cooperatives or individual limited liability companies and, in the case of joint stock companies, accompanied by documents of election or appointment of its administrators.
- 9.1.4. Constitutive act duly registered in the Civil Registry of Legal Entities in the case of a non-business company, accompanied by proof of the board of directors in office.
- 9.1.5. Authorization decree, in the case of a foreign company or corporation in operation in the country.
- 9.1.6. The above documents must be accompanied by all changes or respective consolidation.

9.2. **TAX, SOCIAL AND LABOR QUALIFICATION**

- 9.2.1. Registration in the Registry of Individuals (CPF) or the National Registry of Legal Entities (CNPJ).
- 9.2.2. Registration in the state and/or municipal taxpayer registry, if applicable, relating to domicile or headquarters of the supplier, relevant to its line of business and compatible with the object contractual.
- 9.2.3. Regularity with the federal, state and/or municipal Treasury of the domicile or headquarters of the supplier, or other equivalent, in accordance with the law.
 - 9.2.3.1. Proof of tax and social security regularity before the National Treasury will be carried out upon presentation of a certificate issued jointly by the Brazilian Federal Revenue Service – RFB and the National Treasury Attorney General's Office – PGFN, regarding all federal taxes and the Active Debt of the Union – DAU administered by them, as well as social security contributions and third parties.
 - 9.2.3.2. If the supplier is considered exempt from the state and/or municipal taxes subject to contractual, must prove such condition by presenting a declaration from the respective Treasury of your domicile or headquarters, or other equivalent, in accordance with the law.
- 9.2.4. Certificate of Regularity relating to social security and before the Guarantee Fund by Length of Service – FGTS.
- 9.2.5. Proof of non-existence of unpaid debts before the Labor Court, through presentation of a negative certificate, or a positive certificate with the effect of a negative certificate, under the terms of Federal Law No. 12,440, of July 7, 2011, under the terms of Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943.
- 9.2.6. Proof of tax and/or labor regularity must be provided by means of presentation of the relevant negative debt certificates, or positive certificates with negative effects.

9.3. **ECONOMIC-FINANCIAL QUALIFICATION**

- 9.3.1. Certificate of no bankruptcy proceedings issued by the distributor at the supplier's headquarters, issued in the last 06 (six) months.

9.4. **TECHNICAL-OPERATIONAL AND TECHNICAL-PROFESSIONAL QUALIFICATION**

9.4.1. The presentation of documents relating to technical-operational qualifications will not be required. and technical-professional.

10. SPECIFIC OBLIGATIONS OF THE PARTIES

10.1. OF THE CONTRACTOR

10.1.1. Demand compliance with all obligations assumed by the Contractor, in accordance with the these terms of reference, contract and any annexes.

10.1.2. Receive the object within the deadline and conditions established in the Terms of Reference.

10.1.3. Notify the Contractor, in writing, of any defects, faults or inaccuracies found in the object provided, so that it can be repaired, corrected, removed, rebuilt or replaced, in total or in part, at their own expense.

10.1.4. Monitor and supervise the execution of the contract, attest to the effective invoices/bills provision of service, object of the Terms of Reference.

10.1.5. Reject, in whole or in part, the services provided, when in disagreement with the specifications contained in the commitment note, in the Terms of Reference and/or in the commercial proposal of the Contracted, imposing refusal if the object is defective, has expired, or other situations that make receipt unfeasible, in which case the occurrence will be noted in own record.

10.1.6. Notify the Contractor to issue an Invoice for the undisputed portion of the execution of the object, for the purpose of settlement and payment, when there is partial controversy over the execution of the object, as to dimension, quality and quantity, in accordance with art. 143 of Federal Law No. 14,133, 2021.

10.1.7. Request the repair, correction, removal or replacement of the portion of the object in question. verify defects, faults or inaccuracies.

10.1.8. Make payment to the Contractor of the amount corresponding to the portion of the service provided, within the period, form and conditions established in this instrument.

10.1.9. Provide information and clarifications that may be requested by the Contractor.

10.1.10. Explicitly issue a decision on all requests and complaints related to execution, except for requests that are manifestly irrelevant, merely delaying or no interest in the proper execution of the adjustment.

10.1.10.1. The Administration will have a period of up to 10 (ten) calendar days from the date of the protocol request, dealt with in item 9.1.10, to decide and admit the motivated extension for the same period, according to art. 123, Federal Law No. 14,133, of 2021.

10.1.11. Respond to any requests to restore economic and financial balance made by the contractor within a maximum period of 60 (sixty) calendar days.

10.1.12. Apply regulatory sanctions to the Contractor.

10.1.13. Demand compliance with tax, labor and social security payments through of the relevant documents.

10.1.14. Provide a suitable location to perform the service.

10.1.15. The Administration will not be liable for any commitments undertaken by the Contractor. with third parties, even if linked to the execution of the contract, as well as for any damage caused to

third parties as a result of an act by the Contractor, its employees, agents or subordinates.

10.1.16. Notify the issuers of the guarantees regarding the initiation of administrative proceedings to investigation of non-compliance with contractual clauses.

10.2. OF THE CONTRACTOR

10.2.1. The Contractor must comply with all obligations contained in this instrument and its annexes, in the agreed quantities, terms and conditions, assuming the risks and expenses arising from the good and perfect execution of the object.

10.2.2. Be responsible for defects and damages arising from the object, in accordance with the Code of Consumer Protection, Federal Law No. 8,078, of 1990.

10.2.3. Communicate to the Contractor, within a maximum period of 24 (twenty-four) hours prior to the delivery date, the reasons that make it impossible to meet the deadline, with due proof.

10.2.4. Comply with regular determinations issued by the inspector or contract manager or authority higher, according to Clause II, art. 137 of Federal Law No. 14,133, of 2021, and Clause III, art. 16 of Decree No. 48,587, of 2023, and provide any clarification or information requested by them.

10.2.5. Repair, correct, remove, reconstruct or replace, at your expense, in whole or in part, within the period set by the contract inspector, the services in which defects, faults or inaccuracies are found resulting from its execution or the materials used in it.

10.2.6. The contractor will be responsible for damages caused directly to the Administration or to third parties by reason of the performance of the contract, and will not exclude or reduce such liability to supervision or monitoring by the contractor.

10.2.7. Pay discounts on payments or guarantee, if applicable, the corresponding amount to the damages suffered, duly proven.

10.2.8. Do not hire, during the term of the contract, a spouse, partner or direct relative direct, collateral or by affinity, up to the third degree, of a director of the contractor or of the inspector or manager of the contract, under the terms of art. 48, sole paragraph, of Federal Law No. 14,133, of 2021.

10.2.9. Issue invoices for the agreed amount, presenting them to the Contractor for certification and payment.

10.2.10. Be responsible for the guarantee of the materials used in the services provided, within appropriate standards of quality, safety, durability and performance, as provided for in legislation in force and in the form required in these terms of reference.

10.2.11. Be responsible for fulfilling all labor and social security obligations, tax, commercial and other obligations provided for in specific legislation, the default of which does not transfer the liability to the Contractor and may not burden the object of the contract.

10.2.12. Report any occurrence to the Contract Inspector within 24 (twenty-four) hours. abnormality or accident that occurs at the site of execution of the contractual object.

10.2.13. To stop, by order of the Contractor, any activity that is not being carried out in accordance with good technique or which puts at risk the safety of people or property third parties.

10.2.14. Promote the storage, maintenance and surveillance of materials, tools, and everything that is necessary for the execution of the object, during the term of the contract.

10.2.15. Comply, throughout the entire period of execution of the contract, with the reservation of positions provided for in law for people with disabilities, for those rehabilitated by Social Security or for apprentices, as well as the reservations of positions provided for in other specific rules, according to art. 116 of Federal Law No. 14,133, of 2021.

10.2.15.1. Prove the reservation of positions referred to in the clause above, when requested by the contract inspector, with the indication of the employees who filled the aforementioned vacancies, as per

sole paragraph, art. 116 of Federal Law No. 14,133, of 2021.

10.2.16. Keep confidential all information obtained as a result of compliance with the contract.

10.2.17. Bear the burden arising from any error in the sizing of quantities of your proposal, including variable costs arising from future and uncertain factors, and must complement them, if what was initially foreseen in your proposal is not satisfactory for meeting the object of the contract, except when any of the events listed in item II, paragraph d, art. 124 occur. of Federal Law No. 14,133, of 2021.

10.2.18. Comply, in addition to the current legal requirements at federal, state or municipal level, with contractor's safety standards.

10.2.19. Allocate the necessary employees, with adequate skills and knowledge, to the perfect compliance with the clauses of the contract, providing materials, equipment, tools and utensils demanded, whose quantity, quality and technology must meet the recommendations of good technique and the governing legislation.

10.2.20. Guide and train your employees on the duties provided for in Federal Law No. 13,709, of 2018, adopting effective measures to protect personal data to which it has access by virtue of the execution of this contract.

10.2.21. Conduct work in strict compliance with the standards of the relevant legislation, complying with the determinations of the Public Authorities, always keeping the place where the object is executed clean and in the best conditions of safety, hygiene and discipline.

10.2.22. Submit in advance, in writing, to the Contractor, for analysis and approval, any changes in executive methods that deviate from the specifications of the descriptive memorial or instrument congener.

10.2.23. Do not allow the use of any work by anyone under the age of sixteen, except in apprentice status for those over fourteen years of age, nor allow the use of the work of minors eighteen years of night, dangerous or unhealthy work.

10.3. **FROM THE PREPOSITOR**

10.3.1. The Contractor will not need to appoint an agent.

11. **ADMINISTRATIVE INFRACTIONS AND SANCTIONS**

11.1. The contractor commits an administrative infraction, under Federal Law No. 14,133 of 2021. what:

11.1.1. Cause partial non-execution of the contract;

11.1.2. Cause partial non-execution of the contract that causes serious damage to the Administration or the functioning of public services or the collective interest;

11.1.3. Cause the total non-execution of the contract;

11.1.4. Failure to submit the documentation required for the competition;

11.1.5. Not to maintain the proposal, except as a result of a duly supervening fact justified;

11.1.6. Failure to enter into the contract or failure to submit the documentation required for the contract, when summoned within the validity period of his proposal;

11.1.7. Cause the delay in the execution or delivery of the object of the contract without reason justified;

- 11.1.8. Presenting false documentation or making a false statement during contracting and execution of the contract;
- 11.1.9. Fraud the bidding process or commit a fraudulent act in the execution of the contract;
- 11.1.10. Behave in an inappropriate manner or commit fraud of any nature;
- 11.1.11. Carry out illegal acts with a view to frustrating the objectives of the bidding process;
- 11.1.12. Committing a harmful act as provided for in Article 5 of Federal Law No. 12,846 of 2013.
- 11.2. The following penalties will be applied to the contractor who commits the infractions described above: sanctions:
- 11.2.1. **Warning** - when the contractor causes partial non-execution of the contract, whenever there is no justification for imposing a more severe penalty, as provided for in §2, art. 156 of the Federal Law n° 14,133, of 2021;
- 11.2.2. **Prohibition from bidding and contracting** - when the conduct described in the subitems is practiced 11.1.2 to 11.1.7, whenever the imposition of a more serious penalty is not justified, as provided in § 4, art. 156, of Federal Law No. 14,133, of 2021;
- 11.2.3. **Declaration of unsuitability to bid and contract** - when the following conduct is practiced described in subitems 11.1.8 to 11.1.12, as well as in subitems 11.1.2 to 11.1.7, which justify the imposition of a more severe penalty, as provided for in §5, art. 156, of Federal Law No. 14,133, of 2021);
- 11.2.4. **Much:**
- 11.2.4.1. Moratorium of 0.3% (three tenths of a percent) per day of unjustified delay on the value of the unpaid installment, up to a limit of 30 (thirty) days.
- 11.2.4.2. 10% (ten percent) on the value of the purchase order or contract, in case of refusal of the successful bidder to carry out the reinforcement of the required performance guarantee;
- 11.2.4.3. 20% (twenty percent) on the value of the object after the 30-day period has passed. delay, or in the case of non-delivery of the object, or delivery with hidden defects or faults that make it unsuitable for its intended use, or diminishes its value or, even outside the contracted specifications;
- 11.2.4.4. 2% (two percent) on the total value of the contract or equivalent instrument, in the event of failure to comply with other contractual obligations or rules of relevant legislation.
- 11.3. The sanctions provided for in subitems 11.2.4.2, 11.2.4.3 and 11.2.4.4 may be applied cumulatively with the fine, as provided in §7, art. 156, of Federal Law No. 14,133, of 2021.
- 11.4. If the fine applied and the applicable compensation are higher than the payment amount eventually owed by the Contractor to the Contractor, in addition to the loss of this amount, the difference will be discounted from the guarantee provided or will be collected judicially, according to §8, art. 156, of Federal Law No. 14,133, 2021.
- 11.5. The application of the sanctions provided for in this document does not, under any circumstances, exclude the obligation to fully repair the damage caused to the Contractor, as provided for in §9, art. 156, of the Federal Law No. 14,133, of 2021.
- 11.6. Before the fine is applied, the interested party will be given the opportunity to defend himself within a period of 15 (fifteen) days. business days, counted from the date of notification, as provided in art. 157 of Federal Law No. 14,133, of 2021.
- 11.7. The application of sanctions will be carried out in an administrative process that ensures the adversarial system and broad defense to the Contractor, observing the procedure provided for in the caput and paragraphs of art. 158 of Federal Law No. 14,133, of 2021, for the penalties of impediment to bidding and contract and declaration of unsuitability to bid or contract.
- 11.8. In compliance with the provisions of §1, art. 156, of Federal Law No. 14,133, of 2021, in application of sanctions will be considered:
- 11.8.1. The nature and gravity of the offense committed;

- 11.8.2. The peculiarities of the specific case;
- 11.8.3. Aggravating or mitigating circumstances;
- 11.8.4. Any damages arising therefrom for the Contractor;
- 11.8.5. The implementation or improvement of an integrity program, in accordance with standards and guidelines from control bodies.
- 11.9. Acts provided for as administrative infractions in Federal Law No. 14,133 of 2021, or in other laws on public procurement and contracts that are also classified as acts harmful in Federal Law No. 12,846 of 2013, will be investigated and judged jointly, in the same proceedings, observing the procedural rules and competent authority defined in the aforementioned Law, in accordance with art. 159 of the aforementioned Bidding Law.
- 11.10. The Supplier's legal personality may be disregarded whenever used with abuse of rights to facilitate, conceal or disguise the practice of the unlawful acts provided for in this document or to cause patrimonial confusion, and, in that case, all the effects of the sanctions applied to legal entity will be extended to its administrators and partners with powers of administration, to the person successor legal entity or to the company in the same sector with a relationship of coalition or control, in fact or in right, with the Contractor, observing, in all cases, the adversarial system, full defense and mandatory prior legal analysis, as provided for in art. 160 of Federal Law No. 14,133, of 2021.
- 11.11. The Contractor must, within a maximum period of 15 (fifteen) working days, counted from the date of application of the sanction, inform and keep updated the data relating to the sanctions applied by it, to advertising purposes in the National Registry of Unfit and Suspended Companies (Ceis) and in the Registry National Committee of Punished Companies (Cnep), established within the scope of the Federal Executive Branch, according to art. 161, of Federal Law No. 14,133, of 2021.
- 11.12. Sanctions of impediment to bidding and contracting and declaration of unsuitability to bid or hire are subject to rehabilitation in accordance with art. 163 of Federal Law No. 14,133, of 2021.
- 11.13. The contractor's debts to the contracting Administration, resulting from fines administrative and/or compensation, not registered as active debt, may be offset, in whole or in part. partially, with the credits owed by the aforementioned body arising from this same contract or other administrative contracts that the contractor has with the same contracting body.

12. ESTIMATE OF CONTRACT VALUE

- 12.1. The estimated cost of the contract will be made public only and immediately after the closing of the submission of bids (art. 7, § 3, of Federal Law No. 12,527/2014)", in view of art. 15, § 1st, of State Decree No. 48,012/2020: § 1st – *The confidential nature of the estimated value or maximum value acceptable for hiring will be based on § 3 of art. 7 of Federal Law No. 12,527, of 18 November 2011.*

13. BUDGET ADEQUACY

- 13.1. The expenses arising from this contract will be covered by the allocation budget of the current budget, approved by 24,272/2023 of 01/20/2023 and Decree 48,574 of 02/17/2023, relating to the current financial year of 2023.
- 13.1.1. Agreement: Neonatal Hearing Screening - Resolution 7402 02/09/21 - Contract No. P265/2022.
- 13.2. The contract will be met by the following allocation:

UO	FUN	SUBF	PRG	ID	P/A	C/A	Nature of expense				ITEM	IPG	F	IPU			
							C	GD	M	ED							
2311		12		302		007		4017		0001	3	90	39	21	0	70	1

13.3. The allocation for the subsequent financial year will be indicated after approval of the Law Respective budget and release of corresponding credits, through endorsement.

Montes Claros, November 13, 2024.

Name of the developer: JOSÉ WALBER ALVES

Masp: 12890687

Approving Name: IURI SIMÕES MOTA

Masp: 11868221



Document signed electronically by **Jose Walber Alves, Manager**, on 11/13/2024, at 2:09 pm, according to official Brasilia time, pursuant to art. 6, § 1, of [Decree No. 47,222, of 26 July 2017](#)



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Reference: Case No. 2310.01.0006087/2024-28

YOU ARE nº 101670217



GOVERNMENT OF THE STATE OF MINAS GERAIS

Montes Claros State University

Clemente de Faria University Hospital Bidding Department

Annex No. II/UNIMONTES/HUCF/DIRA/BIDDING/2024

PROCESS NO. 2310.01.0006087/2024-28

**ANNEX II - MODEL OF COMMERCIAL PROPOSAL FOR CONTRACTING
SERVICES**

COMMERCIAL PROPOSAL FOR ELECTRONIC BIDDING Nº 496/2024 (filled out on the proponent's letterhead)		
DATA TO BE INCLUDED IN THE PROPOSAL	COMPLETION BY THE PROPONENT	
Company Name:		
CNPJ:		
Address:		
Telephone:		
Electronic Address:		
Name of Legal Representative:		
CPF of the Legal Representative:		
LOT: 01 - _____, according to item technical specification _____ of Annex I of the Notice of Electronic Auction.	UNITARY PRICE / MONTHLY	TOTAL VALUE/ANNUAL
	R\$	R\$
BATCH: _____, according to technical specifications do item _____ from Annex I of the Notice of Electronic Auction.	UNITARY PRICE / MONTHLY	TOTAL VALUE/ANNUAL
	R\$	R\$
Notes:		

Proposal Validity Period:	
Delivery time:	
Delivery Location:	
<p>I declare that:</p> <p>a) all commercial conditions established in Annex I – Terms of Sale will be met. Reference, of this Electronic Auction Notice;</p> <p>b) the proposed prices include all taxes, social, labor and financial charges, fees, insurance and any other burdens that may be levied on the object to be contracted in this bidding process and that I agree with all the rules of the request for proposals and its attachments;</p> <p>c) this proposal was prepared independently;</p>	
<p>The information provided in this document is subject to the provisions of Law No. 13,709 of 2018, General Personal Data Protection Law (LGPD).</p>	
<p>Date and place.</p> <p style="text-align: center;">Signature of the Company's Legal Representative</p>	



Document signed electronically by **Iuri Simoes Mota, Superintendent**, on 10/17/2024, at 2:17 pm, according to Brasília official time, pursuant to art. 6, § 1, of [Decree No. 47,222, of July 26, 2017.](#)



The authenticity of this document can be checked on the website http://sei.mg.gov.br/sei/controlador_externo.php?acao=documento_confirero&id_orgao_acesso_externo=0, informing the verification code **99721142** and the CRC code **6A8785F4**.



GOVERNMENT OF THE STATE OF MINAS GERAIS

Montes Claros State University

Clemente de Faria University Hospital Bidding Department

Annex No. III/UNIMONTES/HUCF/DIRA/BIDDING/2024

PROCESS NO. 2310.01.0006087/2024-28

ANNEX III - DRAFT CONTRACT TERMS

CONTRACT FOR PROVISION OF SERVICES, JUDGMENT CRITERIA LOWEST VALUE

(AUCTION)

The State University of Montes Claros - Unimontes, headquartered at Avenida Rui Braga, S/N, Vila Mauricéia - Professor Darcy Ribeiro University Campus, through the CLEMENTE DE FARIA UNIVERSITY HOSPITAL - HUCF, headquartered at Avenida Cula Mangabeira, 562, Santo Expedito Neighborhood - Zip Code 39.401.001, in the city of Montes Claros/MG, email address: Contratos.hucf@unimontes.br; registered with the CNPJ under No. 22.675.359/0001-00, hereinafter referred to as **the CONTRACTING PARTY**, in this act represented by [insert name of the contractor's representative], registered with the CPF under no. ***.xxx.xxx-**, ORDINANCE No. XXX – REITOR/20XX and [insert name of the Contractor], email address [insert e-mail], registered with the National Registry of Legal Entities – CNPJ – under no. [insert partial CNPJ no.], headquartered at [insert address/municipality], herein represented by Mr./Ms. [insert name of the contractor's representative], registered with CPF no. ***.xxx.xxx-**, hereinafter referred to as **the CONTRACTOR**, enter into this Agreement, resulting from **Electronic Auction No. 496/2024**, governed by Federal Law No. 14,133, of April 1, 2021, state legislation, and also, where applicable, other specific standards applicable to the object, even if not expressly cited.

1. CLAUSE ONE – PURPOSE

1.1. The object of this Agreement is the provision of services of [insert object], which must be performed in accordance with the conditions of the Terms of Reference [insert link no. TR].

1.2. This contract is binding, regardless of transcription:

- 1.2.1. the Terms of Reference;
- 1.2.2. the Bidding Notice;
- 1.2.3. Information entered into the Minas Gerais Purchasing Portal;
- 1.2.4. the contractor's commercial proposal;
- 1.2.5. any attachments to the above documents.

2. CLAUSE TWO - CONTRACTUAL EXECUTION AND MANAGEMENT MODELS

2.1. The contract execution regime, the contract execution and management models, as well as the deadlines and conditions for delivery and receipt of the object are included in the **Terms of Reference**.

3. CLAUSE THREE - VALIDITY AND EXTENSION

3.1. The term of **validity of the contract is 12 (twelve) months**, counted from the publication of the instrument on the National Public Procurement Portal - PNCP, extendable for up to a maximum of 05 (five) years, in accordance with art. 105 of Federal Law No. 14,133 of 2021.

3.1.1. The contract may be extended, provided that it is justified, for the period necessary to complete the object.

3.2. The extension of a continuous service contract, when applicable, must be promoted through the execution of an addendum.

3.2.1. The extension referred to in this subitem is subject to certification by the competent authority that the conditions and prices remain the same. advantageous for the Administration, negotiation with the contractor is permitted. (art. 107 of Law No. 14,133/2021).

3.3. The contractor has no subjective right to contract extension.

3.4. The contract may not be extended when the contractor has been penalized with sanctions such as declaration of unsuitability or prohibition from bidding and contract with public authorities, taking into account the scope of the effects of the application of sanctions.

4. CLAUSE FOUR - PRICE

4.1. The estimated total value of the contract is R\$(insert value).

4.2. The above amount includes all direct and indirect ordinary expenses arising from the execution of the contract, including taxes and/or duties, charges social, labor, social security, tax and commercial incidents, administration fee, freight, insurance and others necessary for the full fulfillment of the purpose of the contract.

4.3. The value indicated above is merely an estimate, so that payment will be made to the contractor in accordance with the quantities actually executed.

5. CLAUSE FIVE - BUDGET ALLOCATION

5.1. The expenses arising from this contract will be covered by the company's own resources to cover expenses of the same nature, the allocation of which will be made at the beginning of each financial year in the budget allocation(s) indicated below:

2311 12 302 007 4017 0001 3 3 90 39 21 0 70 1

2311 12 302 007 4017 0001 3 3 90 30 24 0 70 1

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

6. CLAUSE SIX - PAYMENT

6.1. Payment conditions are established in the **Terms of Reference**.

7. CLAUSE SEVEN - PRICE CHANGES

7.1. During the term of validity, the contracted prices may be monetarily adjusted based on the IPCA, observing the minimum interval of 12 (twelve) months, counted from the estimated budget, on [insert date], as provided in arts. 92, §§ 2nd and 3rd of Law No. 14,133/2021, exclusively for obligations initiated and completed after the occurrence of the annuality.

7.2. The right referred to in **item 7.1** must be effectively exercised upon formal request from the contractor within 180 (one hundred and eighty) days after reaching the period of 12 (twelve) months referred to in the caput of this clause under penalty of preclusion of the right to exercise it.

7.3. The financial effects are retroactive to the date of the request submitted by the contractor.

7.4. In subsequent adjustments to the first, the initial framework described in **item 7.1** will be maintained.

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

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

7.7. 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 variation. known, settling the corresponding difference as soon as the definitive index(es) is/are published.

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

7.8. The 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 agreement.

8. CLAUSE EIGHT - OBLIGATIONS OF THE CONTRACTOR AND CONTRACTED PARTY (ART. 92, XIV, XVI AND XVII)

8.1. The technical obligations relating to the execution of the object (description, operation and application) are described in the **Terms of Reference**.

9. CLAUSE NINE - PERFORMANCE GUARANTEE

9.1. There will be no requirement for a contractual guarantee of performance. **OR** The conditions for presenting the performance guarantee are described in the **Terms of Reference**.

10. CLAUSE TEN - ADMINISTRATIVE SANCTIONS (ART 156, LAW 14.133/2021)

10.1. The administrative sanctions applicable to non-execution of the object are described in the **Terms of Reference**.

11. CLAUSE ELEVEN - TERMINATION (ART. 137, LAW 14,133/2021)

11.1. The contract will be terminated when the obligations of both parties have been fulfilled, even if this occurs before the deadline stipulated for this purpose. (art. 106, §1º)

11.1.1. If the obligations are not fulfilled within the stipulated period, the validity will be extended until the object is completed, in which case the Administration arrange for the readjustment of the schedule set for the contract.

11.1.2. When the failure to conclude the contract referred to in the previous item is due to the fault of the contractor:

a) he will be in default, and the respective administrative sanctions will be applicable;

b) the Administration may choose to terminate the contract and, in this case, it will adopt the measures permitted by law to ensure continued execution. contractual.

11.2. And, in the case of a continuous contract, it will be terminated when the term stipulated therein expires, regardless of whether or not the obligations have been fulfilled.

obligations of both contracting parties.

11.2.1. The contract may be terminated before the term set forth therein, without any cost to the Contracting Party, when the latter does not have budgetary credits for its continuation or when you understand that the contract no longer offers you any advantage.

11.2.2. Termination in this case will occur on the next anniversary date of the contract, provided that the contractor is notified by the contracting party, in this sense at least 2 (two) months in advance of that day.

11.2.3. If notification of non-continuity of the contract referred to in this subsection occurs less than 2 (two) months before the anniversary date, the Contract termination will occur after 2 (two) months from the date of communication.

11.3. The contract may be terminated due to non-compliance with obligations relating to the reservation of positions provided for by law, as well as in other regulations, specific, for a person with a disability, for a person rehabilitated by Social Security or for an apprentice, before fulfilling the obligations stipulated therein, or before the deadline therein fixed, and other reasons provided for in [article 137 of Law No. 14,133/21](#), as well as amicably, ensuring the adversarial system and full defense.

11.3.1. In this case, [articles 138 and 139 of the same Law](#) also apply.

11.4. 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.

11.4.1. If the operation involves changing the legal entity contracted, an addendum must be formalized for subjective change.

11.5. The termination term will be preceded by a report indicating the following aspects, as applicable:

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

11.5.2. List of payments already made and still due;

11.5.3. Compensation and fines.

11.6. The parties shall deliver, at the time of termination, any documentation and material owned by the other party, if in their possession.

11.7. In the procedure aimed at terminating the contractual relationship, preceded by written and substantiated authorization from the competent authority, the following shall be ensured: due process of law, adversarial proceedings and full defense, without prejudice to the possibility of the CONTRACTING PARTY adopting, with justification, precautionary measures.

11.8. The contract may be terminated if it is found that the contractor maintains a technical, commercial, economic, financial, labor or civil relationship with director of the contracting body or entity or public agent who has performed a function in the bidding process or acts in the supervision or management of the contract, or who is one of them be a spouse, partner or relative in a direct line, collateral line or by affinity, up to the third degree.

12. CLAUSE TWELFTH – PROTECTION OF PERSONAL DATA

12.1. The PARTIES, on their own behalf and on behalf of their collaborators, undertake to act in this contract in accordance with current legislation on Data Protection. Personnel and the determinations of regulatory and/or supervisory bodies on the matter, in particular, Federal Law No. 13,709/2018.

12.2. In this contract, the CONTRACTOR assumes the role of controller and the CONTRACTOR assumes the role of operator in accordance with article 5, VI and VII of the Law. No. 13,709/2018.

12.3. The CONTRACTOR must keep the personal data shared by the CONTRACTOR confidential and may only use the data exclusively for purposes of fulfilling the purpose of this contract, and it is prohibited, at any time, to share such data without the express authorization of the CONTRACTOR, or the processing of data in a manner incompatible with the agreed purposes and deadlines.

12.4. The PARTIES must notify each other, electronically, within 10 (ten) business days, of any incident detected within the scope of their activities, relating to personal data processing operations.

12.5. The PARTIES undertake to adopt the administrative, technological, technical and operational security measures necessary to protect the data. personal data that will be entrusted to it, taking into account the guidelines of regulatory bodies, technical standards and existing good practices.

12.6. The CONTRACTING PARTY shall have the right to monitor, audit and supervise the CONTRACTOR's compliance with the operator's obligations, in order to the protection of personal data relating to the execution of this contract.

12.7. The PARTIES are obliged to appoint a person responsible for the protection of personal data, or representative, to communicate on matters pertinent to Law no. 13,709/2018, its amendments and subsequent regulations, when necessary.

12.8. The PARTIES will formally inform their employees and collaborators of the obligations and conditions agreed upon in this clause. The guidelines herein The provisions stipulated must be applied to any and all activities involving this contract.

13. CLAUSE THIRTEENTH – CHANGES

13.1. This contract may be amended in the cases provided for by art. 124 of Law No. 14,133/2021, provided that it is duly motivated and authorized by the authority competent.

13.1.1. The CONTRACTED PARTY is obliged to accept, under the same contractual conditions, any additions or deletions that are necessary, until the limit of 25% (twenty-five percent) of the initial updated value of the contract.

13.1.2. Contractual changes must be made through the signing of an addendum, subject to prior approval by the legal consultancy. of the contractor, except in cases of justified need to anticipate its effects, in which case the formalization of the addendum must occur within a maximum period of 1 (one) month (art. 132 of Law No. 14,133, of 2021).

13.1.3. Records that do not constitute a change to the contract may be made by means of a simple annotation, without the need to sign an addendum, in the form of [art. 136 of Law No. 14,133, of 2021](#).

14. CLAUSE FOURTEENTH – OMISSIONS.

14.1. Omitted cases will be decided by the CONTRACTOR, according to the provisions contained in Law No. 14,133/2021, Decree-Law No. 4,657/1942 (Law of Introduction to the Rules of Brazilian Law) and other rules relating to tenders and administrative contracts and, subsidiarily, Law No. 8,078/1990 - Consumer Protection Code, as well as general rules and principles of contracts.

15. CLAUSE FIFTEEN – PUBLICATION

15.1. This contract will be published on the National Public Procurement Portal (PNCP).

15.1.1. The Purchasing Portal will be integrated with the PNCP for the purpose of complying with art. 94 of Law 14,133 of 2021.

16. CLAUSE SIXTEENTH – JURISDICTION

16.1. The parties elect the jurisdiction of the District of Montes Claros, Minas Gerais, to resolve any doubts or disputes arising from this Agreement.

And, as they are adjusted, the parties sign this electronically signed instrument.



Document signed electronically by **Iuri Simoes Mota, Superintendent**, on 11/14/2024, at 11:33 am, according to Brasília official time, pursuant to art. 6, § 1, of [Decree No. 47,222, of July 26, 2017](#).



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