



City Hall of Alto Feliz

BIDDING PROCESS NO. 231/2025
BIDDING NOTICE - ELECTRONIC BIDDING FORM - REGISTRATION OF
PRICES Nº 025/2025

PRICE REGISTRATION FOR ACQUISITION
OF ELECTRICAL MATERIAL

MUNICIPAL HEALTH DEPARTMENT
MUNICIPAL SECRETARIAT OF SOCIAL ASSISTANCE
MUNICIPAL DEPARTMENT OF WORKS AND ROADS
MUNICIPAL SECRETARY OF AGRICULTURE
GENERAL SECRETARIAT OF ADMINISTRATION
MUNICIPAL FINANCE OFFICE
MUNICIPAL SECRETARY OF EDUCATION, CULTURE AND SPORTS

JUDGMENT TYPE: LOWEST PRICE PER ITEM
DISPUTE MODE: Open

VIRTUAL SESSION OF ELECTRONIC BIDDING – PRICE REGISTRATION:
DAY: JUNE 17, 2025 TIME: 08:30

HOURS (Brasília/DF time)

VIRTUAL ADDRESS: www.portaldecompraspublicas.com.br

SUBMISSION OF PROPOSALS: Until 8:29 am, on June 17, 2025

THE MAYOR OF ALTO FELIZ, Mr. ROBES SCHNEIDER, in the exercise of his powers, makes public, for the knowledge of interested parties, the holding of a bidding process in the Auction modality, in Electronic form, of the lowest price per item type, aiming at the Registration of Prices for the ACQUISITION OF ELECTRICAL MATERIAL, as described in this notice and its annexes, and in compliance with the New Bidding Law, Federal Law No. 14,133/2021 and amendments.

This notice and its annexes may be accessed by interested parties on the websites www.portaldecompraspublicas.com.br and www.altofeliz.rs.gov.br/licitacoes.

The coordination of the Electronic Auction will be in charge of the Auctioneer, Mrs. Márcia Brambila, who has as her substitute Mrs. Berenice Rebeca Zimmer and other members of the Support Team, appointed by Ordinance no. 209/2023 and 313/2024.

The Auctioneer and her Support Team will hold the contest on the Public Procurement Portal website, www.portaldecompraspublicas.com.br, on June 17, 2025, at 8:30 am, and proposals may be submitted until 8:29 am on the same day, with all time references being in Brasília time.

1. OBJECT

1.1. The Price Register for future and eventual ACQUISITION OF ELECTRICAL MATERIAL, in compliance with the New Bidding Law, Federal Law No. 14,133/2021 and amendments, as per specifications contained in this notice, in the Terms of Reference and Preliminary Technical Study, attached to this notice.



Alto Feliz City Hall 1.2. The estimated unit value of each item, as well as the complete description, is detailed in the Terms of Reference and Preliminary Technical Study, and is judged by the lowest price per item.

Note 1: The quantity informed is merely an estimate for acquisition and will be requested as needed, being the object of invoicing and payment, the quantity of the object delivered.

2. ACCREDITATION AND PARTICIPATION IN THE COMPETITION

2.1. To participate in the competition, the bidder must obtain accreditation, with the assignment of a key and password, directly from the system provider, where he/she must obtain information about its operation, regulations and instructions for its correct use.

2.2. Instructions for accreditation can be accessed on the following website <http://www.portaldecompraspublicas.com.br>.

2.3. It is the bidder's responsibility, in addition to registering in advance in the electronic system used in the contest and complying with the rules of this notice:

a) Formally take responsibility for transactions carried out in their name, assume that their proposals and bids are firm and true, including acts carried out directly or by their representative, excluding the liability of the system provider or the body or entity promoting the bidding for any damages resulting from improper use of the password, even by third parties.

b) Monitor operations in the electronic system during the bidding process and be responsible for the burden resulting from loss of business due to failure to observe messages issued by the system or its disconnection. c) Immediately notify the system provider of any event that may compromise the confidentiality or impossibility of using the password, for immediate blocking of access.

d) Use the identification key and access password to participate in the auction electronically.

e) Request the cancellation of the identification key or access password for personal reasons.

3. SUBMISSION OF PROPOSALS

3.1. Proposals must be submitted exclusively through the electronic system, by the date and time established in the preamble of this notice, in accordance with item 4 of this Notice, and may be withdrawn or replaced until the opening of the public session.

3.2. The bidder must declare, in the appropriate field of the electronic system, and any false declaration will subject the bidder to legal sanctions: 3.2.1.

Compliance with the requirements for qualification and compliance of his/her proposal with the requirements of the notice, with the declarant being responsible for the veracity of his/her information, in accordance with the law.

3.2.2. That it complies with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, as provided for by law and other specific regulations .

3.3. Compliance with the legal requirements for qualification as a microenterprise or small business, individual microentrepreneur, individual rural producer,



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farmer or consumer cooperative society, if applicable, being eligible to enjoy the favored treatment established in articles 42 to 49 of Complementary Law No. 123 of December 14, 2006, as a condition for application of the provisions of this notice.

3.3.1. Declaration of compliance with the limit of R\$4,800,000.00 in the bidding process, limited to micro-enterprises and small businesses that, in the calendar year of the bidding process, have not yet entered into contracts with the Public Administration whose combined values exceed the maximum gross revenue permitted for the purposes of classification as a small business .

3.4. That your economic proposal includes all costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and terms of conduct adjustment in force on the date of submission of the proposals.

3.5. Any other documents supplementing the proposal and qualification, which may be requested by the auctioneer, must be submitted within a maximum period of 24 (twenty-four) hours.

4. THE PROPOSAL

4.1. The proposal will be valid for 60 days, counting from the date of opening of the public auction session, established in the preamble of this notice.

4.2. Bidders must register their proposals in the electronic system and attach the proposal, according to the model in ANNEX I, indicating the unit and total values, including costs, as well as taxation and any other expenses incurred in fulfilling the obligations assumed.

4.3. Any element that may identify the bidder will result in the disqualification of the proposal, which is why bidders may not submit documents with the company's letterhead or logo, signature or stamp of partners or other information that may lead to their identification, until the bidding stage is completed.

4.4. If the bidder is the winner of the bid, it must submit, within two (02) hours, via the electronic system, an updated proposal of values. duly signed.

5. QUALIFICATION DOCUMENTS

5.1. The presentation of qualification documents will be required only by the winning bidder. For qualification purposes in this auction, the bidder must send the following documents within 02 (two) hours, counting from the classification.

Note: Any company that does not submit the documents within the specified time will be disqualified.

5.1.1. LEGAL QUALIFICATION

- a) copy of the commercial registry, in the case of a sole proprietorship; b) copy of the articles of association, bylaws or articles of association in force, duly registered, in the case of commercial companies, and, in the case of a corporation, accompanied by documents electing its directors;
- c) proof of registration in the National Registry of Legal Entities (CNPJ);



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

5.1.2. TAX, SOCIAL AND LABOR QUALIFICATION a) proof of

registration in the State Taxpayer Registry, if applicable, and mandatory the Municipal Registration Certificate or Municipal Location Permit, relating to the bidder's domicile or headquarters, relevant to its line of business and compatible with the contractual purpose;

b) Proof of regularity regarding Social Security (INSS): Certificate of Debts Relating to Federal Tax Credits and the Union's Active Debt, issued by the Agency of the Federal Revenue Service and the Attorney General's Office of the National Treasury or through the website, within the

validity period; c) Proof of regularity with the State

Treasury; d) Proof of regularity with the Municipal Treasury of the Bidder's

headquarters; e) proof of regularity regarding Social Security and FGTS, demonstrating compliance with the social charges established by law; f) proof of

non-existence of unpaid debts before the Labor Court, through the presentation of a negative certificate, under the terms of Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943.

5.1.3. FINANCIAL ECONOMIC QUALIFICATION a)

Negative Bankruptcy Certificate, issued by the distributor of the legal entity's headquarters, or Patrimonial Execution Certificate, issued at the domicile of the natural/legal entity, with a date of issue not exceeding 90 (ninety) days.

5.1.4. JOINT DECLARATION a)

Declaration that meets the qualification requirements, and will be responsible for the veracity of the information provided, in accordance with the law; (Annex II)

b) Declaration that complies with the requirements for reserving positions for people with disabilities and for rehabilitated Social Security personnel, as provided for by law and other regulations. specific; (Annex II)

c) Declaration that its economic proposals include the full costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective bargaining agreements, and terms of conduct adjustment in force on the date of submission of the proposals; (Annex II) d)

Declaration that it does not use direct or indirect labor of minors under 18 (eighteen)

years of age in night, dangerous, or unhealthy work, and of minors under 16 (sixteen) years of age in any work, except as an apprentice, from 14 (fourteen) years of age, in compliance with the provisions of Federal Law No. 14,133/2021 and art. 7, item XXXIII, of the Constitution of the Federative Republic of Brazil of 1988; (Annex II)

5.2. After submission of the qualification documents, replacement or presentation of new documents will not be permitted, except in the case of due diligence, for:

a) supplementary information about documents already submitted by bidders and provided that it is necessary to ascertain facts existing at the time the tender was opened;



Alto Feliz City Hall b) updating of documents whose validity has expired after the date of receipt of the proposals.

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

5.4. All declarations referred to in the above paragraphs must be duly signed by the company partner, or their legal representative or attorney, provided that the respective power of attorney granting specific powers for the act is attached.

5.5. The Auctioneer will verify with the Tax Department of the municipality of Alto Feliz whether the bidding company has any debts with the Municipality. If it has any debts with the municipality of Alto Feliz, it will be considered ineligible.

5.6. After verifying the qualification documentation, the Auctioneer will verify the possible existence of a sanction that prevents participation in the contest or future hiring, by consulting the following computerized registries, in accordance with Article 91, § 4º of Federal Law 14.133/2021 and amendments: 5.6.1. National Registry of Punished Companies (CNEP) and

National Registry of Suspended Unfit Companies (Ceis); through the link: <https://portaldatransparencia.gov.br/sancoes/consulta?ordenarPor=nomeSancionado&direc> measured do

ao=asc

5.6.1.1. Consultation of the records will be carried out in the name of the bidding company and also of its majority shareholder, pursuant to article 12 of Law No. 8,429 of 1992, which provides, among the sanctions imposed on those responsible for committing an act of administrative impropriety, the prohibition of contracting with the Public Authority, including through a legal entity of which it is a majority shareholder.

5.6.1.2. When the penalty applied is that provided for in item III of the caput of article 156 of law 14.133/2021 - (impediment from bidding and contracting), it will prevent the company or the person responsible from bidding or contracting, only within the scope of the direct and indirect Public Administration of the federative entity that applied the sanction.

5.6.1.3. When the penalty applied is that provided for in item IV of the caput of article 156 of Law 14,133/2021 (declaration of unsuitability to bid or contract), it will prevent the company or the person responsible from bidding or contracting within the scope of the direct and indirect Public Administration of all federative entities.

6. SEALS

6.1. The following may not participate in a bidding process or participate in the execution of the contract, directly or indirectly:

a) an individual or legal entity that is, at the time of the bidding, unable to participate in the bidding due to a sanction imposed on them; b) anyone who maintains a technical, commercial, economic, financial, labor or civil relationship with a director of the contracting body or entity or with a public agent who performs a function in the bidding or acts in the supervision or management of the contract, or who is their spouse, partner or relative in a direct line, collateral line or by affinity, up to the third degree;



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

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

agent of the bidding body, and situations that may constitute a conflict of interest during or after exercising the position or employment must be observed, in accordance with the legislation that governs the matter.

6.1.1. The impediment referred to in item 6.1, item "a", above, will also apply to the bidder who acts as a substitute for another person, whether natural or legal, with the intention of circumventing the effectiveness of the sanction applied to it, including its controlling, controlled or affiliated company, provided that the illicit act or fraudulent use of the legal personality of the bidder is duly proven.

6.2. During the term of the contract, the contractor is prohibited from hiring a spouse, partner or relative in a direct line, collateral line or by affinity, up to the third degree, of a director of the contracting body or of a public agent who performs a function in the bidding process or acts in the supervision or management of the contract.

7. OPENING OF THE PUBLIC SESSION

7.1. On the day and time indicated in the preamble, the auctioneer will open the public session, using his key and password.

7.2. The bidder may participate in the public session on the internet, using his/her access code and password, and must monitor the progress of the bidding process and the operations carried out in the electronic system throughout the public session of the auction, being responsible for the loss of business due to failure to observe messages issued by the system or its disconnection, as per item 2.3 of this Notice.

7.3. Communication between the auctioneer and bidders will occur through the exchange of messages in a specific field in the electronic system.

7.4. Once the session has started, price proposals containing the description of the object and the value will be available on the internet.

8. INITIAL CLASSIFICATION OF PROPOSALS AND FORMULATION OF LANCES

8.1. The auctioneer will check the proposals submitted and will disqualify, with justification, those that do not comply with the requirements established in the notice.

8.2. Proposals will be disqualified if:

a) contain irremediable defects;

b) do not comply with the technical specifications detailed in the notice; c)

present unfeasible prices or remain above the estimated budget for the hiring;

d) their feasibility has not been demonstrated, when required by the Administration;



Municipal Government of Alto Feliz e) present non-compliance with any other requirements of the notice, as long as it is irremediable.

8.3. Verification of the conformity of proposals may be carried out exclusively in relation to the best-ranked proposal.

8.4. Any insertions in the proposal that aim to modify, extinguish or create rights, without provision in the notice, will be considered non-existent, and the proposal will be used insofar as it does not conflict with the call for proposals.

8.5. The classified proposals will be ordered by the system and the auctioneer will begin the competitive phase, an opportunity in which bidders will be able to submit bids exclusively through the electronic system.

8.6. Only the authors of the classified proposals may participate in the competitive phase.

8.7. Bidders may submit successive bids and will be informed, in real time, of the value of the lowest bid registered, without identifying the bidder, observing the time set for the duration of the competitive stage, and the following rules:

- a) The bidder will be immediately informed of the receipt of the bid and the amount recorded in the register.
- b) The bidder

may only offer an amount lower than the last bid offered by him/her and recorded by the system. c) Two or more identical bids will not

be accepted and the one received and recorded will prevail. registered first. d)

Bids must be made, necessarily, for the value of each item, with the minimum difference between bids being R\$ 0.10 (ten cents).

8.8. Bids equal to or higher than the lowest bid already offered will be considered intermediate;

8.9. After defining the best proposal, if the difference in relation to the proposal classified in second place is at least 5% (five percent), the Administration, at its discretion, may allow the restart of the open dispute, to define the remaining positions.

8.10. The Administration may carry out due diligence to assess the feasibility of the proposals or require bidders to demonstrate this.

9. DISPUTE MODE

9.1. The open bidding mode will be adopted, in which bidders will submit public and successive bids, observing the rules set out in item 7.

9.2. The competitive stage, of submitting bids in the public session, will last 10 (ten) minutes. and, after that, it will be automatically extended by the system when there is a bid offered in the last two minutes of the public session duration.

9.2.1. The automatic extension of the bid submission stage will be two minutes and will occur successively whenever there are bids submitted during this period. extension, including when dealing with intermediate bids.

9.3. If there are no new bids, the public session will be closed. automatically.



Municipal Government of Alto Feliz 9.3.1.

Once the public session has ended without automatic extension by the system, the auctioneer may, assisted by the support team, allow the bid submission stage to restart, in order to achieve the best price, upon justification.

9.4. In the event that the electronic system disconnects for the auctioneer during the bid submission stage of the public session and remains accessible to bidders, bids will continue to be received, without prejudice to the actions performed.

9.4.1. When the electronic system disconnection for the auctioneer persists for more than 10 (ten) minutes, the public session will be suspended and restarted only 24 (twenty-four) hours after the fact is communicated to the participants, on the official website of the Municipality of Alto Feliz/RS.

10. TIEBREAKER CRITERIA

10.1. Once the bid submission stage is complete, the occurrence of a tie will be determined, in accordance with articles 44 and 45 of Complementary Law No. 123/2006, ensuring, as a tiebreaker criterion, preference in contracting for beneficiaries who have submitted the declarations referred to in item 3 of this Notice;

10.2. For the purposes of Complementary Law No. 123/2006, a tie is understood to be those situations in which the proposals presented by the beneficiaries are equal to or up to 5% (five percent) higher than the lowest value proposal.

10.2.1. In the event of a tie, as per the previous subitem, the following procedure will be followed:

a) The beneficiary holding the lowest bid will be called via the system to submit, within 05 (five) minutes, a new bid, lower than the one considered, until then, to be the lowest price, in which case it will be declared the winner of the contest. b) If the

beneficiary, called in accordance with the previous paragraph, does not submit a new bid, lower than the one with the lowest price, the other microenterprises, small businesses or remaining cooperatives, which fall under the hypothesis of item 10.1 of this notice, will be allowed, in order of classification, to submit a new bid, within the period provided for in paragraph a of this item.

10.3. The provisions of item 10.2 do not apply to cases in which the lowest initial value proposal was submitted by a beneficiary of Complementary Law No. 123/2006.

10.4. If there is no bidder that meets item 10.1 and its subitems, the following tiebreaker criteria will be used, in this order: a) final

dispute, in which case tied bidders may submit a new proposal immediately after classification; b) assessment of the

bidders' prior contractual performance, for which registration records must be used to certify compliance with obligations arising from other contracts;

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

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

10.5. All things being equal, if there is no tiebreaker, preference will be granted, successively, to goods and services produced or provided by:



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- a) companies established in the territory of the State of Rio Grande do Sul;
b) Brazilian companies; c)
companies that invest in research and technology development in the country; d) companies that
prove the practice of mitigation, in accordance with Law No. 12,187, of December 29, 2009.

11. NEGOTIATION AND JUDGMENT

- 11.1. Once the bid submission stage of the public session has concluded, including the tiebreaker, if applicable, the auctioneer may send, via the electronic system, a counterproposal to the bidder who submitted the best price, so that a better proposal may be obtained.
- 11.2. Once the negotiation stage is complete, the proposal classified as firstly regarding suitability for the object and price compatibility in relation to the Administration's reference value.
- 11.3. Advantages not provided for in the notice will not be considered for the evaluation of proposals.

12. VERIFICATION OF QUALIFICATION

- 12.1. The qualification documents referred to in item 5 will be examined by the auctioneer and support team.
- 12.2. Certificates presented at the time of qualification, which have been issued electronically, will be considered as originals, and do not require a new presentation, unless the validity period has expired.
- 12.3. Proof of authenticity of a copy of a public or private document may be provided to an agent of the Administration, upon presentation of the original or a declaration of authenticity by a lawyer, under his/her personal responsibility.
- 12.4. The beneficiary of Complementary Law No. 123/2006, who has submitted the declaration required in item 3 of this Notice and who has some restriction in proving tax and/or labor regularity, will have their qualification conditioned on the submission of new documentation, which proves their regularity, within **5 (five) business days, a period that may be extended once, for the same period, at the discretion of the Administration, provided that it is requested by the interested party, in a reasoned manner and during the respective period.**
- 12.5. If the winning bid is not acceptable or the bidder does not meet the qualification requirements, the auctioneer will examine the subsequent bid and so on, in the order of classification, until a bid is found that meets the requirements of the notice.
- 12.6. Once compliance with the requirements set out in the Notice has been confirmed, the bidder will be declared the winner, giving the opportunity to express an intention to appeal.

13. APPEALS

- 13.1. Any bidding company may, during the public session, immediately and with reason, in a specific field in the system, express its intention to appeal, the deadline for which will be **10 (ten) minutes after the deadline is opened in the electronic system by the Auctioneer**



Municipal Government of Alto Feliz 13.1.1.

Once the bidder has expressed its intention, it will be granted a period of 03 (three) business days, counted from the date of notification or preparation of the minutes, in view of: a) an act that grants or denies a request for pre-qualification of an interested party or registration in a cadastral registry, its alteration or cancellation; b) evaluation of the proposals; c) act of qualification or disqualification of a bidder; d) cancellation or revocation of the bidding process.

13.2. The deadline for filing counter-arguments will be the same as for the appeal and will begin on the date of personal notification or publication of the filing of the appeal.

13.3. Regarding the appeal filed pursuant to the provisions of items “b” and “c” of item 13.1.1 of this Notice, the following provisions will be observed:

a) the intention to appeal must be expressed immediately, under penalty of preclusion, and the period for presenting grounds for appeal will begin on the date of notification or the drawing up of the qualification or disqualification report; b) the assessment will take place in a single phase.

13.4. The appeal shall be addressed to the authority that issued the act or issued the decision under appeal, which, if it does not reconsider the act or decision within 3 (three) business days, shall forward the appeal with its reasons to the higher authority, which shall issue its decision within a maximum period of 10 (ten) business days, counted from the receipt of

13.5. Acceptance of the appeal will imply invalidation only of an act that cannot be used.

13.6. The appeal filed shall give suspensive effect to the act or decision appealed against, until a final decision is made by the competent authority.

14. CLOSING OF THE BIDDING PROCESS

14.1. Once the judgment and qualification phases have been concluded, and administrative appeals have been exhausted, the bidding process will be forwarded to the higher authority, which

a) order the return of the case files to correct irregularities; b) revoke

the bidding process for reasons of convenience and opportunity;

c) proceed with the cancellation of the bidding process, ex officio or upon request by third parties, whenever there is an irremediable illegality;

d) award the object and approve the bid.

15. CONTRACTING CONDITIONS

15.1. Once the result of the bidding process has been approved, respecting the classification order, the Municipality will summon the classified bidder(s) to, within 5 (five) business days, counted from the date of receipt of the summons, sign the Price Registration Minutes, in compliance with articles 82 to 86 of Law 14,133/21.

15.1.1. The term referred to in the previous item may be extended once, for the same period, upon request by the party, during its course, duly justified, and provided that the reason presented is accepted by the Administration.



City Hall of Alto Feliz a) Absence of the increase in charges alleged by the interested party; b) The event attributed as the cause of imbalance occurred before the formulation of the final proposal or after the end of the validity of the Minutes; c) Absence of the causal link between the event that occurred and the increase in the charges attributed to the interested party; d) The interested party has incurred fault for the increase in its own charges, including, in this context, the foreseeability of the occurrence of the event.

20.5.4. In any case, the review will be carried out by means of a contractual amendment, preceded by analysis by the Municipality of Alto Feliz, and may not exceed the price practiced on the market.

21. CANCELLATION OF PRICE REGISTRATION 21.1. The registered price may

be cancelled in the following cases: 21.1.1. By the Administration, when there is

proven public interest, or when the supplier: a) Does not comply with the requirements of the Price Registration

Record; b) Does not formalize a contract resulting from the Price

Registration or does not withdraw the equivalent instrument within the established period, without acceptable justification; c) Does not agree to reduce the registered price,

in the event that it becomes higher than those practiced in the market; d) incurs total or partial non-performance of the contract

resulting from the price registration; 21.1.2. By the supplier, when, upon formal and express request, it proves the impossibility, due to unforeseeable circumstances or force majeure, of complying with the requirements of the invitation to bid and the Price Registration Record.

21.2. The cancellation of the price registration by the Administration, ensuring full defense and adversarial proceedings, will be formalized by decision of the competent authority

21.2.1. Cancellation of registration does not affect the possibility of applying an administrative sanction, when motivated by the occurrence of an infraction committed by the individual, observing the criteria established in clause eleven of this instrument.

21.3. The competent authority's decision shall be communicated to suppliers, by sending correspondence, with acknowledgment of receipt.

21.4. In the event that the supplier's address is unknown, uncertain or inaccessible, communication will be made through publication in the official press, and the registered price will be considered cancelled, starting from the third day following publication.

21.5. The supplier's request for cancellation of the registered price must be made at least 30 (thirty) days in advance, accompanied by proof of the facts justifying the request, for consideration, evaluation and decision by the Administration.

22. PAYMENT CONDITIONS

22.1. Payments will be made against commitment, within 10 (ten) business days from receipt of the invoice, with certification from the requesting secretariat, and in compliance with all conditions of the notice and contractual clauses.

22.2. The contractor, when invoicing the goods, must observe the provisions of art. 64 of Federal Law No. 9,430/1996 as well as the Normative Instruction of the Federal Revenue Ser



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1,234/2012 regarding Income Tax and Municipal Decree No. 1837/2022.

22.3. The tax document must be from the establishment that submitted the winning bid.

22.4. Social security withholdings will be processed in accordance with the Law.

22.5. The prices offered by the Contractor include all direct and indirect costs related to the object of the bid, exempting the Contracting Party from any additional charges.

22.6. In the event of late payment, the amounts will be monetarily updated by the IPCA for the period, or another index that may replace it, plus interest of 0.5% (half a percent) per month, calculated pro rata die, until effective payment.

23. EXECUTION AND OBLIGATIONS OF THE CONTRACTOR AND THE CONTRACTED

23.1. The winning company must deliver the product in accordance with the rules of this notice, specifically the Terms of Reference, attached to this notice, for the term of validity of the Minutes, within 15 (fifteen) business days after receipt of the commitment, in accordance with the requests of the secretariats.

23.2. If any of the products is found to be non-compliant, the winning bidder must replace the product within 72 (seventy-two) hours, subject to the penalties set forth in this notice.

23.3. The materials to be delivered must be adequately packaged, in order to allow their complete preservation and safety during transportation.

23.3.1. The materials must be delivered to the Machinery Park of the Municipality of Alto Feliz, located at Rua Pedro Thalheimer, corner of Rua Albino Jotz and Roberto Scherer, s/nº, Alto Feliz/RS.

23.4. The invoice/bill must be delivered together with the object.

23.5. The CONTRACTOR's obligations are:

- a) Make the due payment to the CONTRACTOR, as defined in this contract. b) Ensure that the CONTRACTOR has the necessary conditions for the regular execution of the contract.**
- c) Determine the necessary measures when the supply of the object does not comply with the in the manner stipulated in the notice and in this contract, without prejudice to the application of applicable sanctions, where applicable.**
- d) Designate a server belonging to the staff to be responsible for monitoring and supervising the execution of the object of this contract.**

23.6. The CONTRACTOR's obligations are:

- a) To supply the object in accordance with the specifications, quantity and deadlines of the terms of reference and this contract, as well as in the terms of its proposal.**
- b) Be responsible for all charges, taxes, fees, fees and expenses related to the contracted object, as well as for fulfilling all labor, social security and accident obligations related to employees used to execute the object, including those arising from collective agreements, agreements or disputes.**



Municipal Government of Alto Feliz c)

Maintain, during the execution of the contract, in compatibility with the obligations assumed, all the conditions of qualification and qualification required in the bidding, presenting, monthly, a copy of the payment slips for contributions to the FGTS and INSS related to the employees allocated to the execution of the contract, as well as the negative certificate of labor debts (CNDT).

d) Comply with the requirements for reserving positions provided for by law, as well as other specific standards, for people with disabilities, for those rehabilitated by Social Security and for apprentices. e)

Ensure that its employees comply with the standards of the Ministry of Labor, with the CONTRACTOR being responsible for providing personal protective equipment (PPE) and any other supplies necessary for the provision of services.

f) Be responsible for all damages caused by its employees to the CONTRACTOR and/or third parties, resulting from fault or fraud, duly determined through administrative proceedings, during the execution of the contracted object. g) Repair and/or correct, at its own expense,

deliveries in which a defect, flaw or incorrectness is found resulting from the execution of the object in disagreement with the agreement.

h) Perform the obligations assumed in this contract by its own means, subcontracting not being permitted, unless expressly authorized by the CONTRACTOR.

24. ADMINISTRATIVE SANCTIONS

24.1. The bidder or contractor shall be held administratively liable for the following infractions:

a) give rise to partial non-performance of the

contract; b) give rise to partial non-performance of the contract that causes serious harm to the Administration, to the functioning of public services or to the

collective interest; c) give rise to total non-performance of the contract;

d) failure to submit the documentation required for the competition;

e) not maintaining the proposal, except as a result of a duly justified supervening fact; f) not entering into the

contract or not submitting the documentation required for the contract, when called upon within the validity period of the proposal;

g) causing the delay in the execution or delivery of the object of the bid without justified reason; h) presenting

a false statement or documentation required for the contest or making a false statement during the bid or execution of the contract; i) defrauding the bid or committing

a fraudulent act in the execution of the contract;

j) behave in an inappropriate manner or commit fraud of any nature;

l) commit unlawful acts with a view to frustrating the objectives of the

bidding process; m) commit a harmful act as provided for in Article 5 of Law No. 12,846 of August 1, 2013.

24.2. The following sanctions will be applied to those responsible for the administrative infractions provided for in item 24.1 of this notice:



City Hall of Alto Feliz

a) warning; b)

fine of at least 0.5% (five tenths of a percent) and a maximum of 30% (thirty percent) of the value of the object bid or contracted; c)

prohibition from bidding and contracting, within the scope of the direct and indirect Public Administration of the bidding body, for a maximum period of 3 (three) years.

d) declaration of unsuitability to bid or contract within the scope of the direct and indirect Public Administration of all federative entities, for a minimum period of 3 (three) years and a maximum of 6 (six) years.

24.2.1. The sanctions provided for in items “a”, “c” and “d” of item 24.2 of this Notice may be applied cumulatively with those provided for in item “b” of the same item.

24.3. The application of a late payment fine will not prevent the Administration from converting it into compensatory fine and promoting the unilateral termination of the contract with the cumulative application of other sanctions, as provided for in item 24.2 of this Notice.

24.4. If the fine applied and the applicable compensation are higher than the amount of payment eventually due by the Administration to the contractor, in addition to the loss of this amount, the difference will be discounted from the guarantee provided, if any, or will be collected in court.

24.5. The application of the sanctions provided for in item 24.2 of this Notice does not exclude, under any circumstances, the obligation to fully repair the damage caused to the Public Administration.

24.6. In the application of the sanction provided for in item 24.2, paragraph “b”, of this notice, the interested party will be allowed to present a defense within 15 (fifteen) business days, counting from the date of notification.

24.7. To apply the sanctions provided for in items “c” and “d” of item 24.2 of this Notice, the bidder or contractor will be notified to, within 15 (fifteen) business days, counted from the date of notification, present a written defense and specify the evidence that they intend to produce.

24.7.1. In the event of approval of a request for the production of new evidence or the submission of evidence deemed essential by the committee, the bidder or contractor may submit final arguments within 15 (fifteen) business days, counting from the date of notification.

24.8. The committee will reject, by means of a reasoned decision, any unlawful, irrelevant, unnecessary, delaying or untimely evidence.

24.9. Legal personality may be disregarded whenever it is used with abuse of rights to facilitate, conceal or disguise the practice of unlawful acts provided for in this Law or to cause patrimonial confusion, and, in this case, all the effects of the sanctions applied to the legal entity shall be extended to its administrators and partners with powers of administration, the successor legal entity or the company in the same sector with a relationship of coalition or control, in fact or in law, with the sanctioned party, observing, in all cases, the adversarial system, full defense and the obligation of prior legal analysis. 24.10. The rehabilitation of the bidder or contractor before the

authority that applied the penalty is permitted, requiring, cumulatively: a) full compensation for the damage caused to the Public Administration;



Municipal Government of Alto Feliz b)

payment of the fine; c)

expiration of the minimum period of 1 (one) year from the application of the penalty, in the case of impediment to bidding and contracting, or 3 (three) years from the application of the penalty, in the case of

declaration of unsuitability; d) compliance with the rehabilitation conditions defined in the puni

e) prior legal analysis, with a conclusive position regarding compliance with the requirements defined in this article.

24.11. The penalty for the infractions provided for in items “h” and “m” of item 24.1 of this Notice will require, as a condition for the rehabilitation of the bidder or contractor, the implementation or improvement of an integrity program by the person responsible.

25. REQUEST FOR CLARIFICATIONS

25.1. Requests for clarification regarding the bidding process and requests for objections may be sent to the auctioneer, up to (03) three business days prior to the date set for the opening of the public session, via the following email address: compras@altofeliz.rs.gov.br or via the website: <http://www.portaldecompraspublicas.com.br>.

25.2. Responses to requests for clarification and objections will be published on the Administration's website www.altofeliz.rs.gov.br and on the website: www.portaldecompraspublicas.com.br 26.

GENERAL PROVISIONS

26.1. The bidder that is contracted will be obliged to accept, under the same contractual conditions, any additions or deletions that may be necessary, for the convenience of the Administration, within the limit permitted by article 125 of Law No. 14,133/2021 and amendments, on the initial updated value of the contractor.

26.2. After the submission of the proposal, there will be no withdrawal, except for a just cause arising from a supervening fact and accepted by the auctioneer.

26.3. The Administration has the prerogative to monitor the satisfactory fulfillment of the object of this bidding, through an agent designated for this function, as provided for in Law No. 14,133/2021 and amendments.

26.4. The deadlines provided for in this Law will be counted excluding the start date and including the due date and will observe the following provisions:

a) deadlines expressed in calendar days will be computed continuously;

b) deadlines expressed in months or years will be computed from date to date; c) for

deadlines expressed in working days, only days on which administrative business takes place in the competent body or entity will be computed.

26.5. The Court of the District of Feliz/RS is elected to resolve any disputes arising from the bidding process and the contract resulting from it, with express waiver of any other, however privileged it may be.

26.6. The following annexes are included in this notice:

ANNEX I – Standard Proposal Form Model; ANNEX II – Joint

Declaration Model;

ANNEX III – Terms of Reference/Preliminary Technical Study



City Hall of Alto Feliz

ANNEX IV – Draft Price Registration Minutes;

27. INFORMATION AND CLARIFICATIONS

27.1. Interested parties may obtain additional information and clarifications about this notice at the City Hall of Alto Feliz, at Rua Eugênio Kuhn, 300, Centro, from Monday to Friday, from 8 am to 12 pm and from 1 pm to 5 pm, or by email: compras@altofeliz.rs.gov.br or by phone/WhatsApp (51)3445-2704.

27.2. And so that no one claims to be unaware of this notice, it is published at <http://www.altofeliz.rs.gov.br>, as well as **us** **sites** <http://www.portaldecompraspublicas.com.br> and its extract published in the FAMURS Official Gazette.

Alto Feliz – RS, May 21, 2025.

Robes Schneider,
Mayor

Daniel Nienov
Legal Advisor OAB/
RS n° 51.413



City Hall of Alto Feliz

BIDDING PROCESS NO. 231/2025

BIDDING NOTICE - ELECTRONIC BIDDING FORM - REGISTRATION OF PRICES Nº 025/2025

ANNEX I

MODEL FORMULA TO RIOPADR TO OTHER PROPOSAS DEFOR OS

Company _____
 Address _____ CNPJ/MF/ _____
 No. _____ State Registration: _____
 Phone: _____
 Email: _____ Opening date: _____
 17/06/2025 Time: 08:30

We declare that we are in full agreement with the terms and conditions of the Notice in the Electronic Auction modality – Price Registration No. 025/2025, referring to the ACQUISITION OF ELECTRICAL MATERIAL in compliance with the New Bidding Law, Federal Law No. 14,133/2021 and amendments, as established in the Notice, specifically in the Terms of Reference and Technical Study and as specified below:

Item	Un	Quant	Object	Specification	Value A	Total Value
1	And	30		Public LED street light, maximum power 150W, Standard A – Procel standard		
2	Units	200	LED	Public Road Lighting, Maximum Power 120W, Standard D, E, F - Standard Procel		
3	Units	500	LED	Public Road Lighting, Maximum Power 100W, Standard B, C - Standard Procel		
4	Units	400	Carbon steel	Carbon steel tube arm with nominal length of 3500mm, nominal (Ø) of 48mm and mounting angle of 0° to 5° at the luminaire point		
5	M	5000	Single copper	Single copper cable (unipolar) 1.5 mm ² with XLPE or EPR insulation 90°, 0.6 / 1 kV, black color.		
6	Units	600	Wedge-type	Wedge-type connector, in tinned copper alloy, for fixing aluminum or copper conductors.		
7	Units	200	Copper-plated	Copper-plated grounding rod, high layer, 5/8" x 2.40m		
8	Units	200	Sodium	Sodium vapor lamp reactor, outdoor use, high pressure, 220V, 150W, 60Hz, with built-in capacitor, power above 0.92, with built-in ignitor, SAE 1020 steel case, hot-dip galvanized, fixing strap		



Alto Feliz City Hall made of hot-dip galvanized steel,

			straight in shape.		
24	Units 1000	LED LAMP,	MINIMUM POWER OF 30W, 2,400 LUMENS, OPERATING VOLTAGE 85-265V, POWER FACTOR >0.5, LUMINOUS FOCUS WITH MINIMUM OPENING ANGLE 220°, E27 BASE SOCKET, COOL WHITE COLOR TEMPERATURE, WITH MINIMUM 1 YEAR WARRANTY		
25	Units 200	Galvanized steel circular strap	180mm		
26	Units 200	Galvanized steel circular strap	230mm		
27	Units 200	Galvanized steel circular strap	260mm		
28	Units 200	Galvanized steel circular strap	300mm		
29	Units 300	Porcelain socket, E40 socket, with built-in terminal	220v		
30	Units 300	Machine Screw M16x400mm with	pig		
31	Units 300	Machine Screw M16x300mm with	pig		
32	And 15		LED hose in white, minimum diameter of 13mm, 2 wires, 220V, with at least 30LEDs/m, 360° parallel LED, 2m cutting unit. Rolls of 100m and each roll must have 50 connectors that are compatible with the hose. LED hose in green, minimum diameter of 13mm, 2 wires, 220V, with at least 30LEDs/m, 360° parallel LED, 2m		
33	And 10		cutting unit. Rolls of 100m and each roll must have 50 connectors that are compatible with the hose.		
34	Units 150	General purpose insulating tape, flame retardant,	20m roll, black.		
35	Units 10	Duplex aluminum cable 10mm, neutral, insulated,	1000m roll 8 Flexible cable 2.5mm,		
36	And	750V, black color, 100 meter roll	8 Flexible cable 2.5mm, 750V, blue color, roll		
37	And		100 meters		
38	And	5 2-way PP cable 2.5mm, black color,	100 meter roll		
39	And	5 3-core PP cable 2.5mm, black color,	100 meter roll		
40	And	5 2-way PP cable 4mm, black color,	100 meter roll		



City Hall of Alto Feliz

BIDDING PROCESS NO. 231/2025

BIDDING NOTICE - ELECTRONIC BIDDING FORM - REGISTRATION OF PRICES Nº 025/2025

ANNEX II

MODELO DE DECLARAÇÃO CONJUNTA

Proc. 231/2025

Electronic Auction – Price Registration: 025/2025

JOINT DECLARATION

_____, registered with CNPJ no. _____, through his/her legal representative, Mr./Ms. _____, holder of Identity Card no. and CPF no. _____,

DECLARES, for all purposes and effects of Federal Law No. 14,133/2021, under applicable penalties, taking responsibility for the full content of this declaration, that:

- a) Declaration that meets the qualification requirements, and will be responsible for veracity of the information provided, in accordance with the law
- b) complies with the requirements for reserving positions for people with disabilities and for rehabilitated Social Security recipients, as provided for by law and other specific regulations;
- c) their economic proposals include the full costs of meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective labor agreements and terms of conduct adjustment in force on the date of submission of the proposals;
- d) does not use direct or indirect labor of minors under 18 (eighteen) years of age in night, dangerous or unhealthy work and of minors under 16 (sixteen) years of age in any work, except as an apprentice, from 14 (fourteen) years of age, in compliance with the provisions of Federal Law No. 14,133/2021 and art. 7, item XXXIII, of the Constitution of the Federative Republic of Brazil of 1988.

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

Alto Feliz, in _____ of _____ of _____.

Full name and signature of the company's legal representative(s)





City Hall of Alto Feliz

BIDDING PROCESS NO. 231/2025

BIDDING NOTICE - ELECTRONIC BIDDING FORM - REGISTRATION OF
PRICES Nº 025/2025

ANNEX III

TERMS OF REFERENCE AND PRELIMINARY TECHNICAL STUDY

ACQUISITION OF COMMON PROPERTY

Municipality of Alto Feliz/RS
General Secretariat of Administration
Municipal Finance Department
Municipal Secretariat of Education, Culture and Sports
Municipal Department of Health and Social Assistance
Municipal Department of Public Works and Transport
Municipal Secretariat of Agriculture and Environment

INTRODUCTION

This document characterizes the first stage of the planning phase and presents the necessary studies for contracting a solution that will meet the need specified below.

In this study, a detailed analysis of the need was carried out and the best solution on the market was identified to meet it, in compliance with current regulations and the principles governing Public Administration.

DEFINITION OF THE OBJECT AND DESCRIPTION OF THE NEED

The purpose of this instrument is to contract company(ies) to supply electrical materials, as fully described in Annex I of this document.

The Municipality of Alto Feliz, through its Departments, needs to purchase electrical materials for preventive and corrective maintenance of electrical installations in municipal public buildings, such as schools, health units, gyms, squares, administrative centers and other spaces for collective use. Such materials are essential to ensure the full functioning of internal and external lighting, as well as of various electrical systems, ensuring adequate conditions of safety, comfort and accessibility for the population and public servants.

Therefore, the acquisition of electrical materials is justified as an essential measure for the continuity of essential public services, promoting improvements in municipal infrastructure and ensuring the well-being of the community.

The object of this contract does not qualify as a luxury good.

The total estimated value of the contract according to the average value is R\$ 1,390,656.11. The goods subject to this contract are characterized as common.

This involves the acquisition of common assets for a period of 12 (twelve) months, which may be extended for the same period.

BASIS FOR CONTRACTING AND DESCRIPTION OF THE SOLUTION AS A ALL



City Hall of Alto Feliz

The Justification for the Contract and its quantities are detailed in a specific topic of this Terms of Reference and ETP.

The object of the acquisition is provided for in the Annual Procurement Plan for the fiscal year 2025, as it is of fundamental importance for the requesting Secretariats.

CONTRACTING REQUIREMENTS The

goods are of a common nature, given that their performance and quality standards can be objectively defined by the notice, through usual market specifications, in accordance with art. 6, item XIII, of Federal Law No. 14,133/2021.

The contracting will be carried out through a Bidding Process, in the Electronic Auction modality, with the adoption of the judgment criterion based on the lowest unit price, in accordance with the provisions of Federal Law 14,133/2021, art. 6, item XLI, 17, § 2, and 34.

Potential interested parties must prove that they work in a field of activity compatible with the object of the bidding, as well as present the following documents as qualification, in accordance with art. 62 of Federal Law No. 14,133/2021:

LEGAL QUALIFICATION a)

copy of the commercial registration, in the case of an individual

company; b) copy of the constitutive act, bylaws or articles of association in force, duly registered, in the case of commercial companies, and, in the case of a corporation, accompanied by documents electing its directors; c) proof of registration in the National

Registry of Legal Entities (CNPJ);

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

TAX, SOCIAL AND LABOR QUALIFICATION a) proof of

registration in the State Taxpayer Registry, if applicable, and mandatory the Municipal Registration Certificate or Municipal Location Permit, relating to the bidder's domicile or headquarters, pertinent to its line of business and compatible with the contractual purpose;

b) Proof of regularity regarding Social Security (INSS): Certificate of Debts Relating to Federal Tax Credits and the Union's Active Debt, issued by the Agency from the Federal Revenue Service and the National Treasury Attorney General's Office or via the website, within the validity period;

c) Proof of regularity with the State Treasury; d) Proof

of regularity with the Municipal Treasury of the Bidder's headquarters; e)

proof of regularity regarding Social Security and FGTS, demonstrating compliance with the social charges established by law;

f) proof of non-existence of unpaid debts before the Labor Court, by presenting a negative certificate, in accordance with Title VII-A of the Consolidation of Labor Laws, approved by Decree-Law No. 5,452, of May 1, 1943.

FINANCIAL ECONOMIC QUALIFICATION a)

Negative Bankruptcy Certificate, issued by the distributor of the legal entity's headquarters, or Patrimonial Execution Certificate, issued at the domicile of the natural/legal entity, with an issue date no more than 90 (ninety) days.



City Hall of Alto Feliz

JOINT DECLARATION a)

Declaration that meets the qualification requirements, and will be responsible for the veracity of the information provided, in accordance with the law; (Annex II)

b) Declaration that complies with the requirements for reserving positions for people with disabilities and for rehabilitated Social Security personnel, as provided for by law and other regulation specific; (Annex II)

c) Declaration that its economic proposals include the full costs for meeting labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective bargaining agreements, and terms of conduct adjustment in force on the date of submission of the proposals; (Annex II) d) Declaration that it does not use direct or indirect labor of

minors under 18 (eighteen) years of age in night, dangerous, or unhealthy work, and of minors under 16 (sixteen) years of age in any work, except as an apprentice, from 14 (fourteen) years of age, in compliance with the provisions of Federal Law No. 14,133/2021 and art. 7, item XXXIII, of the Constitution of the Federative Republic of Brazil of 1988; (Annex II)

OBJECT EXECUTION MODEL

The delivery period is 10 (ten) calendar days, counted from the date of sending the Commitment.

The delivery of materials must be accompanied by the Invoice and upon receipt of the same, the CONTRACTOR will check whether the materials delivered are in accordance with the specifications.

The material must be delivered to the Municipality of Alto Feliz, always during business hours. Office hours, Monday to Friday, from 7:30 am to 11:30 am and 1 pm to 5 pm.

The material must be delivered to the Machinery Park of the Municipality of Alto Feliz, located at Rua Pedro Thalheimer, corner with Rua Albino Jotz and Roberto Scherer, s/nº, Alto Feliz/RS.

The warranty will follow the legal terms for each product.

The warranty will be provided with a view to keeping the item supplied in perfect condition. conditions of use, without any additional burden or cost for the Contractor.

If the item presents a defect or fault during the warranty period, it must be replaced with new, first-use, original items that present quality and performance standards equal to or higher than those of the parts used in the manufacture of the equipment or item tendered.

Once notified, the Contractor will carry out the repair or replacement of the good or parts that present a defect or fault within a period of up to 48 hours (forty-eight hours), counting from the date the item is removed from the Administration's premises by the Contractor or authorized technical assistance.

In the case of the subitem above, the Contractor must provide equipment equivalent, of equal or higher specification than that previously provided, for provisional use by the Contractor, in order to guarantee the continuity of administrative work during the execution of repairs.

The cost of transporting the item covered by the warranty will be responsibility of the Contractor.

CONTRACT MANAGEMENT MODEL

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



City Hall of Alto Feliz

In the event of impediment, stoppage order or suspension of the contract, the execution schedule will be automatically extended for the corresponding period, with such circumstances noted by means of a simple note.

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

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

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

The execution of the contract will be monitored by the Manager and supervised by the Contract Inspector, or his substitute.

The Manager will be responsible for monitoring the execution of the contract and will be the responsibility of the Municipal Secretary of Public Works and Transportation Douglas Schneider. The role of Contract Inspector will be the responsibility of the civil servants Rudimar Rauber a

The contract inspector will monitor the execution of the contract, ensuring that all conditions established in the Terms of Reference and ETP are met.

The contract inspector will note in the contract management history all occurrences related to the execution of the contract, with a description of what is necessary to regularize the faults or defects observed.

If any inaccuracy or irregularity is identified, the contract inspector will ask the person responsible to proceed with the notification, informing the facts that consist of the irregularity, deadline for regularization, if applicable, and intended measures.

The contract inspector will inform the requester (secretary), in a timely manner, of the situation that requires a decision or adoption of measures that exceed his/her competence, so that he/she can adopt the necessary and corrective measures, if applicable.

In the event of occurrences that may make it impossible to execute the contract on the agreed dates, the contract inspector will immediately communicate the fact to the requester (secretary).

The requesting Secretariat will communicate to the purchasing department in a timely manner the termination of the contract under its responsibility, with a view to timely renewal or extension contractual.

The Purchasing Department will verify that the contractor's qualification conditions are maintained, the guarantees of execution of the contract at the time of its execution, and the formalization of the annotation and additional terms, requesting any pertinent supporting documents, if necessary. Issues involving commitment, payment, disallowances and application of the guarantee due to breach of contract must be initiated by the requesting Department.

In the event of non-compliance with contractual obligations, the Requesting Sector will act promptly to resolve the problem, contacting the company and requesting information from the legal department.

The Purchasing Department will coordinate the administrative registration of the contract, including contractual amendments and extensions.

The requesting Municipal Secretariat will issue a document proving the assessment carried out by inspectors regarding compliance with the obligations assumed by the contractor,



Alto Feliz City Hall as well as any penalties applied and compliance with contractual obligations for registering the certificate.

The request to open the administrative process will be requested by the Secretary requester when the technical conditions in the contract execution are not met.

The Higher Authority shall take steps to formalize an administrative accountability process for the purpose of applying sanctions. When applicable, it shall request that it be conducted by the committee referred to in art. 158 of Law No. 14,133 of 2021.

MEASUREMENT AND PAYMENT CRITERIA Goods may

be provisionally received, in summary form, upon delivery, together with the invoice or equivalent collection instrument, by the contract inspector or server designated for receipt, for the purpose of later verification of their compliance with the specifications contained in the Terms of Reference and in the proposal.

Goods may be rejected, in whole or in part, including before provisional receipt, when they do not comply with the specifications contained in the Terms of Reference and the proposal, and must be replaced within 2 (two) days, counting from the notification of the contractor, at its expense, without prejudice to the application of penalties.

After checking the quality and quantity of the material delivered, final receipt may be given.

Once the Invoice or equivalent billing document has been received, payment will be made within a period of up to 10 (ten) business days.

For settlement purposes, the competent department must verify whether the Invoice or Tax Invoice presented expresses the necessary and essential elements of the document, such as: a) the validity

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

If there is an error in the presentation of the Invoice/Bill, or a circumstance that prevents the settlement of the expense, it will be suspended until the contractor takes corrective measures, with the period restarting after proof of regularization of the situation, at no cost to the contractor;

In the event of delay by the Contractor, the amounts owed to the contractor will be monetarily updated between the end of the payment term and the date of its effective payment, by applying the IPCA monetary correction index.

Payment will be made by bank order, for bank credit, agency and current account indicated by the contractor.

Upon payment, the tax withholding provided for in applicable legislation will be carried out. Regardless of the tax percentage entered in the spreadsheet, if any, the percentages established in current legislation will be withheld at source upon payment.

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

This contract does not allow advance payment.



Municipality of Alto Feliz SUPPLIER SELECTION

FORM AND CRITERIA The supplier will be selected through a Bidding

Process, in the Electronic Auction modality, with the adoption of the judgment criterion based on the lowest unit price, in accordance with the provisions of Federal Law 14,133/2021, art. 6, item XLI, 17, § 2, and 34.

ESTIMATE OF THE QUANTITY AND VALUE OF THE CONTRACT

The quantity estimate is based on the demand presented by the requester.

The total value of the contract is estimated at R\$1,390,656.11, according to the average obtained from consulting suppliers, in accordance with the provisions of Federal Law No. 14,133/2021, article 23, § 1, IV, as per the prices below.

Item	Un	Quant	Object Specification	Light Was	Angra Armek Medium		Total average		
1	And	30	LED Public Road Lighting maximum power 150W Standard A – Procel standard	695,80	650,00	695,80	680,53	20.415,90	
2	Un	200	LED Public Road Lighting Maximum Power 120W Standard D,E,F - Procel standard	648,00	610,00	648,00	635,53	127.066,00	
3	Un	500	Public LED street light, maximum power 100W Standard B, C - Procel standard Un 400 Carbon steel	635,00	600,00	635,00	623,33	311.665,00	
4			tube arm with nominal length of 3500mm, nominal (Ø) of 48mm and mounting angle of 0° to 5° at the luminaire point M 5000 Single copper cable (single-core) 1.5 mm2 with XLPE or EPR	325,00	290,00	325,00	313,33	125.332,00	
5			insulation 90°, 0.6 / 1 kV, black.	2,25		2,35	2,25	2,28	11.140,00
6	Un	600	Wedge type connector, in tinned copper alloy, for fixing aluminum or copper conductors.	8,95		9,10	8,95	9,00	5.400,00
7	Un	200	Copper-plated grounding rod, high layer, 5/8" x 2.40m Un 200 Sodium vapor	195,00		210,00	195,00	200,00	40.000,00
8	lamp reactor, outdoor use, high pressure, 220V, 150W, 60Hz, with built-in capacitor, power above 0.92, with built-in ignitor, SAE 1020 steel case, hot-dip galvanized, ABNT standard fixing handle, low internal losses, maximum of 18W, soft-tempered electrolytic copper power cables with minimum length of 300mm, minimum diameter of 1.5mm², 750V insulation, minimum service temperature of 105°C, average life of 10 years.			89,00		82,00	89,00	86,67	17.334,00
			Minimum 5 year warranty.						
9	Un	400	Ovoid sodium vapor lamp, 70W, E27, 220V, 6,600 lumens, average life 32,000 hours,	38,90		NC	38,90	38,90	15.560,00



City Hall of Alto Feliz

			minimum 1-year warranty for public lighting, meeting ABNT NBR 5101 standards, CEIP specifications and PROCEL seal.					
10	Un 500	Ovoid sodium vapor lamp, 150W, E40, 220V, 14,000 lumens, color temperature 4,000K to 5,000K, IRC greater than or equal to 65, average life of 15,000 hours, minimum warranty of 1 year, for use in public lighting.	26,00	NC	26,00	26,00	13.000,00	
11	Un 100	Photoelectric relay 220V, digital technology, de-energized contact type: normally closed (NC), with time filter that prevents undue activation due to sudden variations in brightness less than 4 seconds to turn on or off (instantaneous type), lux to turn on between 3 and 20 lux, lux to turn off less than 80 lux, surge voltage up to 4000V/2000A, consumption less than 0.7W. Minimum warranty of 5 years.	39,60	29,60	39,60	36,26	3.62 7,00	
12	And	15 LED light 2 BR modules C353 XL 356.60 XH 202.90mm 5000L 10502 LM IP 66 Supply voltage: 85-305 Vac, power 94W, frequency 50-60Hz, 5000K color temperature, minimum 1 year warranty.	596,80	630,00	596,80	607,87	9.118,05	
13	And	50 HO 40W 240cm LED tubular lamp, White, cold, 4,000 LM, average lifespan of 50,000 hours, minimum warranty of 1 year.	79,00	81,00	79,00	79,67	3.983,50	
14	And	50 HO 20W 120cm tubular LED lamp, White, cold, bivolt, average lifespan of 25,000 hours, minimum warranty of 1 year.	18,90	21,90	18,90	19,90	995,00	
15	And	50 LED bulb lamp 8W 6500K E27, yellow, warm, equivalent to 60W, 806 lumens, 25,000 hours lifespan, minimum 3-year warranty.	21,30	23,10	21,30	21,90	1.095,00	
16	Un 1000	CDP 10 piercing tap connector, used in insulated overhead power distribution networks. Designed for tap connection by piercing the insulation (no need to strip the cable insulation). Used with 0.6/1kV XLPE/PE insulated aluminum cables or 450/750V PVC insulated copper cables (without covering). It has elastomeric rubbers, making the connector watertight and a fuse nut to ensure perfect connection.	11,90	8,30	11,90	10,70	10.700,00	



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			application. Main conductor: 10 - 95mm ² Branch conductor: 1.5 to 10mm ² Nominal adjustment torque: 8 Nm					
17	Un 500	Base for	photoelectric relay with plastic support, dual voltage, 360° rotating socket, 3-wire connection (phase, neutral and load), approximate measurements: height 3cm, width 6cm and length 11cm.	14,70	16,50	11,90	15,30	7.650,00
18	Un 300	Ballast for	for high-pressure sodium vapor lamp, for outdoor use, 70W, 220V, with built-in capacitor for power factor correction above 0.92, with built-in ignitor, SAE 1020 steel case, hot-dip galvanized, with ABNT standard fixing handle, in soft-tempered electrolytic copper with a minimum length of 300mm. Minimum diameter of 1.5mm ² , 750V insulation, average life of 10 years, meeting NBR 5461, NBR 5101 and NBR 13593 standards, minimum warranty of 5 years, with PROCEL seal and following CEIP specifications.	76,50	78,90	76,50	77,30	23.190,00
19	Un 300	Oval public	luminaire, closed with screen, E40 socket, 250W, input for ¾ arm, in aluminum, bivolt, used in urban roads for public lighting.	249,00	86,00	249,00	194,67	58.401,00
20	Un 300	Arm for	lighting fixture, used in public lighting, 1.50m long, 25mm thick, made of hot- dip galvanized steel tube, curved shape.	65,00	59,00	65,00	63,00	18.900,00
21	Un 300	Oval public	luminaire, closed with screen, E27 socket, 250W, input for ¾ arm, in aluminum, bivolt, used in urban roads for public lighting.	240,00	84,00	240,00	188,00	56.400,00
22	Un 500	Machine	Screw 5/8 X 2 with nut, hexagonal head, 3cm length.	19,00	NC	19,00	19,00	9.500,00
23	Un 500	Arm for	luminaire, used in public lighting, length 1m, thickness 25mm, made of steel tube, hot-dip galvanized, in the shape challenge.	48,00	36,00	48,00	44,00	22.000,00
24	Un 1000	LED LAMP,	POWER MINIMUM 30W, 2,400 LUMENS, OPERATING VOLTAGE 85-265V, POWER FACTOR >0.5, LIGHT FOCUS WITH OPENING ANGLE	16,60	18,90	16,60	17,37	17.370,00



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			MINIMUM 220°, BASE SOCKET E27, COLOR TEMPERATURE COLD WHITE, WITH MINIMUM 1 YEAR WARRANTY					
25	Un 200	Galvanized steel circular strap 180mm		65,00	70,00	65,00	66,67	13.334,00
26	Un 200	Galvanized steel circular strap 230mm		78,00	80,00	78,00	78,66	15.734,00
27	Un 200	Galvanized steel circular strap 260mm		89,00	90,00	89,00	89,33	17.866,00
28	Un 200	Galvanized steel circular strap 300mm		115,00	120,00	115,00	116,67	23.334,00
29	Un 300	Porcelain socket nozzle E40, with built-in terminal 220v		8,20	9,30	8,20	8,57	2.571,00
30	Un 300	Machine Screw M16x400mm with nut		18,90	20,00	18,90	19,27	5.781,00
31	Un 300	Machine screw M16x300mm with nut		19,60	22,00	19,60	20,40	6.120,00
32	And	15 White LED hose, minimum diameter of 13mm, 2 wires, 220V, with at least 30LEDs/m, 360° parallel LED, 2m cutting unit. Rolls with 100m and each roll must have 50 connectors that are compatible with the hose		1.690,00 NC		2.690,00 2.190,00	32.850,00	
33	And	10 LED hose in green, minimum diameter of 13mm, 2 wires, 220V, with at least 30LEDs/m, 360° parallel LED, 2m cutting unit. Rolls with 100m and each roll must have 50 connectors that are compatible with the hose.		1.990,00 NC		2.990,00 2.490,00		24.900,00
34	Un 150	General purpose insulating tape, flame retardant, 20m roll, black.		9,60	12,00	9,60	10,40	1.560,00
35	And	10 Duplex aluminum cable 10mm, neutral, insulated, 1000m roll 8 Flexible		4.890,00 5.380,00	4.890,00	5.053,33 5.533,30		
36	And	2.5mm, 750V, black color, 100 meter roll 8 Flexible cable 2.5mm,		285,00 310,00		285,00 293,33		2.346,64
37	And	750V, blue color, 100 meter roll 5 PP cable 2-way 2.5mm, black color,		285,00 310,00		285,00 293,33		2.346,64
38	And	100 meter roll 5 PP cable 3-way 2.5mm, black color, 100 meter roll		895,00 914,00		895,00 901,33		4.506,65
39	And			1.025,00 1.060,00	1.025,00	1.036,67		5.183,35
40	And	5 2-way PP cable 4mm, black color, 100 meter roll		1.350,00		1.350,00 1.350,00		6.750,00
41	And	5 3-core 4mm PP cable, black color, 100 meter roll		1.890,00 1.922,00	1.350,00	1.900,67		9.503,35
42	And	2 Built-in concrete post C9, one measurement, three phase 80A, air output		4.900,00 5.400,00	4.900,00	5.066,67 10.133,34		
43	Un 500	Piercing branch connector CDP 70		11,20	8,30	11,20	10,23	5.115,00
44	Un 150	Porcelain pulley insulator 72x72		10,40	14,20	10,40	11,67	1.750,50



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45	Un 150	AS11 secondary frame 1/8 electrolytic aluminum	28,90	31,00	28,90	29,60	4.440,00
46	Un 150	Screw for post 1/2 x 150mm hot-dip galvanized	9,40	10,00	9,40	9,60	1.440,00
47	Un 150	Screw for post 1/2 x 200mm hot-dip galvanized	11,20	12,00	11,20	11,47	1.720,50
48	Un 600	Square Washer 32x32mm with open	0,90	1,00	0,90	0,93	558,00
49	Un 100	Superb small eyelet insulator Un 100 Brown	7,90	8,00	7,90	7,93	793,00
50	insulator 60x40mm Un 3	Concrete embedded post, 1 three-phase measurement, type C 8, 63A, aerial outlet.	4.650,00	4.833,33	14.499,99	11,50	5.200,00
51	And	50 Plug for 2-wire round dual-voltage LED light string	3,20	4,00	3,50	3,67	183,50
52	And	40 LED lamp 60W white bulb	88,00	90,00	88,00	88,67	3.546,80
53	And	30 LED spotlight 400W cool white 6500K dual voltage	235,00	440,00	235,00	303,33	9.099,90
54	And	20 Emergency lamp type reflector, led 3000 lumens 2 headlights	29,30	38,00	29,30	32,20	644,00
55	And	5 Wired electric/electronic doorbell, long range (25m), dual voltage	14,60	28,00	14,60	19,07	95,35
56	And	30 Overlay Box + 2 Mod. 20a socket + 1 Ceg Mod	43,90	55,00	43,90	47,60	1.428,00
57	And	10 Flexible cable 4mm, 750V, black color, 100 meter roll	489,00	510,00	489,00	496,00	4.960,00
58	And	10 Flexible cable 4mm, 750V, blue color, 100 meter roll	489,00	510,00	489,00	496,00	4.960,00
59	60 M	3000 Bare copper wire, 6mm2 gauge	0,60	0,66	0,60	0,62	1.860,00
60	Un 500	Rigid PVC conduit, in 3m rods, with threads at both ends, nominal diameter up to 1 1/4"	12,40	14,00	24,90	17,10	8.550,00
61	Un 500	Rigid PVC bend, 90°, for electrical conduit, nominal diameter up to 1 1/4"	3,50	4,50	6,50	4,83	2.415,00
62	Un 600	Rigid PVC sleeve, for electrical conduit, nominal diameter up to 1 1/4"	3,30	5,10	3,30	3,90	2.340,00
63	Un 1500	Stainless Steel Closure/Clamp 3/4 for stainless steel tape	3,75	NC	2,20	2,98	4.470,00
64	And	70 Stainless steel strapping for post strapping, 19 mm wide, 0.5 mm thick, supplied in 30 m rolls	110,00	130,00	135,00	125,00	8.750,00
65	And	20 Concrete post 7.5m, 300 dan.	1.360,00	1.400,00	1.500,00	1.420,00	28.400,00
66	And	80° Triple Pole Contact, with 3 main poles and 2 auxiliary poles 1no and 1nf, 220V coil, AC3	895,00	910,00			5.995,00
67	And	5 YAGI antenna for wireless buoy system/radio communicator	1.250,00	NC		NC	1.250,00
68	And	20 Magnetic level sensor, type mini float switch, 90° side installation 75mm in stainless steel, 2 wires with sealing ring.	780,00	NC		NC	780,00
69	And	5 Monitoring Center	3.950,00	NC		NC	3.950,00
70							19.750,00



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			remote reservoir level, with software, 5 monitoring levels 0% 25% 50% 75% 100%, critical level alarm and system failures					
71	And	3	Concrete embedded post C11, one measurement, three-phase 125°, overhead outlet	4.850,00 NC		5.850,00	5.290,00	15.870,00
72	And	30 LED	spotlight 200W cold white 6500, dual voltage.	359,00	420,00	399,00	392,67	11.780,10
73	And	6	Device for remotely controlling pumps in the water supply system. Minimum range: 8km, minimum 4 digital inputs and 4 digital outputs, with one module powered by batteries or solar panel, and another module with 220V AC power supply. Support for detecting defects and abnormal operation of connected equipment. Minimum warranty: 2 years	2.850,00 NC		NC	2.850,00	17.100,00
				Anesio RK		Ligth Was	Average And	Total average
74 M	65 Flexible copper		copper cable 50mm insulation: 1KV XLPE/EPR, black	65,30	75,00	72,90	71,07	4.619,55
75 M	65 Flexible copper		copper cable 50mm insulation: 1KV XLPE/EPR, white	65,30	75,00	72,90	71,07	4.619,55
76 M	65 Flexible copper		copper cable 50mm insulation: 1KV XLPE/EPR, red	65,30	75,00	72,90	71,07	4.619,55
77 M	65 Flexible copper		copper cable 50mm insulation: 1KV XLPE/EPR, blue	65,30	75,00	72,90	71,07	4.619,55
78 M	30 Flexible copper		copper cable 35mm insulation: 1KV XLPE/EPR, green	65,30	53,40	51,20	56,63	1.698,90
79 M	100 HDPE corrugated		conduit 1 1/2"	6,70	9,70	8,70	8,37	837,00

BUDGET ADEQUACY

Considering that the Price Registration Record, originating from the Bidding Process, does not require prior indication of Budgetary Expenses, they will be informed later, when requesting the materials.

DESCRIPTION OF THE SOLUTION AS A WHOLE

Considering the quotations made, the demand to be met and the characteristics of the products, the most advantageous solution that best suits the needs of the agency is to carry out a Bidding Process, in the Auction modality.



Municipal Government of Alto Feliz
Electronic, adopting the judgment criterion based on the lowest unit price, in accordance with the provisions of Federal Law 14,133/2021, art. 6, item XLI, 17, § 2, and 34.

This scenario is the most advantageous for the administration from the point of view of cost-benefit, effectiveness, efficiency, safety and market availability.

STATEMENT OF INTENDED RESULTS

The results of the intended hiring are:

- a) The main intended result of the acquisition of electrical materials for preventive and corrective maintenance of electrical installations in public buildings municipal facilities, such as schools, health units, gyms, squares, administrative centers and other spaces for collective use, is to guarantee the continuity of essential public services, promoting improvements in municipal infrastructure and ensuring the well-being of the community.

PRE-CONTRACT MEASURES

This is a routine acquisition in the regular execution of public services. No prior measures were taken by the Municipal Administration in relation to the contract in question.

RELATED/INTERDEPENDENT CONTRACTS

The purpose will be fully achieved upon completion of the process of and compliance with contractual provisions.

ENVIRONMENTAL IMPACTS

No possible environmental impacts resulting from the intended contract were identified.

VIABILITY OF CONTRACTING

The intended hiring is essential for the Municipal Secretariats. Note - if there is a presence of specialized companies in the market, given the various contracts of the same nature carried out, which may be qualified to supply such an object.
Alto Feliz, May 19, 2025.

KELLY BRAMBILA,
General Secretary of Administration.

DANIEL GEREMIAS BOETCHER,
Municipal Finance Department.

SISA KLAGENBERG SCHMITT DOS PASSOS,
Municipal Secretariat of Education, Culture and Sports.

BRUNA SOMAGAL PALAVRO,
Municipal Department of Health and Social Assistance.

DOUGLAS SCHNEIDER,
Municipal Department of Public Works and Transportation.

RUDIMAR RAUBER,
Municipal Secretariat of Agriculture and Environment.





City Hall of Alto Feliz

BIDDING PROCESS NO. 231/2025

BIDDING NOTICE - ELECTRONIC BIDDING FORM - REGISTRATION OF
PRICES Nº 025/2025

ANNEX IV

DRAFT PRICE REGISTRATION MINUTES

To the, in the MUNICIPALITY OF ALTO FELIZ, a legal entity under public law, registered with CNPJ no. 92.123.926/0001-92, with headquarters at Rua Eugênio Kuhn 300 – Alto Feliz – RS, in this act represented by the Municipal Mayor Mr. Robes Schneider, called MANAGING BODY, and THE COMPANY..... legal entity under private law, registered in the CNPJ under no..... headquartered in..... city of, State of, in this act represented by Mr. (Ms)....., CPF no..... marital status, address, herein referred to simply as REGISTERED PROVIDER, by this instrument and in the best form of law, have between themselves just, resolve in accordance with Federal Law No. 14,133/2021 and amendments, to sign this PRICE REGISTRATION MINUTES, the draft of which was examined by the Municipality's Legal Department, which issued its opinion, under the following conditions:

1. OBJECT 1.1.

The purpose of these Minutes is to Register Prices for future and eventual ACQUISITION OF ELECTRICAL MATERIAL, in accordance with the specifications contained in the notice and its annexes, which become an integral part of these Minutes, for all legal purposes.

2. VALIDITY AND PRICE ADJUSTMENTS 2.1 This Price Registration

Record will be valid for 12 (twelve) months, from its signature, with the possibility of extension.

2.1.1. After the 12 (twelve) month period, if the administration chooses to extend the validity of the price registration record, the registered value may be readjusted, based on the IPCA index or another that replaces it.

2.2 During the validity of the Minutes, the registered prices will be fixed and non-adjustable, except in cases arising from and duly proven to the situations provided for in item “d” of section I of art. 124 of Law No. 14,133/2021 and changes or reductions in prices practiced in the market.

2.3 Even if the occurrence of the situation provided for in item “d” of section I of art. 124 of Law No. 14,133/2021 and amendments is proven, the Administration, if it deems it convenient, may choose to cancel the Minutes and initiate another bidding process.

2.4 When, for an unforeseen reason, the registered price becomes higher than the market price, the managing body must: a) Call the supplier with a view to negotiating a price reduction and bringing it into line with market prices; b) If negotiations fail, release the supplier from the commitment made; c) Call the other suppliers to provide an equal opportunity for negotiation.



Alto Feliz City Hall 2.5 When the market price becomes higher than the registered prices and the supplier, upon offering proven justifications, cannot fulfill the commitment, the managing body may: a) Release the supplier from the commitment assumed, without applying an administrative sanction, provided that the justifications are justified and the request occurs before the issuance of the supply order; b) Summon the other suppliers to grant an equal opportunity for negotiation.

2.6 If negotiations are unsuccessful, the managing body must revoke the Price Registration Record and adopt appropriate measures to obtain a more advantageous contract.

2.7 In the event of an imbalance in the economic-financial equation, the review criterion will be adopted as a way of reestablishing the conditions originally agreed upon.

2.8 The review may only occur after 120 (one hundred and twenty) days from the formalization of these minutes, provided that the interested party proves the occurrence of an unforeseeable event, subsequent to the formalization of the proposal, which directly results in an increase in its charges.

2.8.1 – In the event of a review, the change in the adjusted price, in addition to complying with the requirements referred to in the previous item, must occur in proportion to the change in charges, proven in detail by means of a calculation report to be presented by the interested party.

2.8.2 – The facts giving rise to the review do not include those events that are predictable, whose nature allows the interested party to assess them at the time of formulation/acceptance of the proposal, as well as those resulting exclusively from inflationary variation, since the latter are included in the hypothesis of readjustment, a modality that will not be admitted in this price registry, since its validity does not exceed the period of one year.

2.8.3 – The review will not be granted when: a) The increase in charges alleged by the interested party is absent; b) The event attributed as the cause of imbalance occurred before the formulation of the final proposal or after the end of the validity of the Minutes; c) There is no causal link between the event that occurred and the increase in the charges attributed to the interested party; d) The interested party has incurred fault for the increase in its own charges, including, in this context, the foreseeability of the occurrence of the event.

2.8.4 – In any case, the review will be carried out by means of a contractual amendment, preceded by analysis by the Municipal Government of Alto Feliz, and may not exceed the price practiced on the market.

3. MANAGEMENT OF THE PRICE REGISTRATION MINUTES 3.1. The

management of this instrument will be the responsibility of the responsible Secretariat and will observe the provisions of Law No. 14,133/2021 and amendments.

4. OBLIGATIONS OF THE MUNICIPALITY 4.1.

Ensure that, during the validity of this document, all the conditions of qualification and eligibility required in the bidding process are maintained, as well as compatibility with the obligations assumed.



Municipal Government of Alto Feliz 4.2. Conduct any administrative procedures for renegotiating registered prices, for the purpose of adapting to new market conditions, and applying penalties.

4.3. Monitor the evolution of market prices, with the purpose of verifying their compatibility with those recorded in the minutes, promoting the necessary negotiations to adjust the price, publishing the recorded prices quarterly.

4.4. Monitor and supervise compliance with the conditions set out in these Minutes.

5. OBLIGATIONS OF THE SIGNATORY OF THE MINUTES

5.1. Make the delivery within 15 (fifteen) business days after receiving the commitment, strictly complying with the provisions of the Notice, specifically the Terms of Reference, for the term of validity of the Minutes.

5.1.1. Materials must be delivered to the Municipality of Alto Feliz, always during business hours, from Monday to Friday, from 7:30 am to 11:30 am and 1 pm to 5 pm.

5.1.2. The materials must be delivered to the Machinery Park of the Municipality of Alto Feliz, located at Rua Pedro Thalheimer, corner of Rua Albino Jotz and Roberto Scherer, s/nº, Alto Feliz/RS.

5.2. If any of the products are found to be non-compliant, the winning bidder must replace the product within 72 (seventy-two) hours, subject to the penalties set forth in this notice.

5.3. Enable compliance with the conditions established from the date of publication of these Minutes.

5.4. Maintain, during the term of validity of this Minute, all the qualification conditions required in the Notice.

6. REGISTERED PRICES

6.1. The prices in these Minutes are those shown in the table below:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

6.2. The registered prices and the indication of the respective Suppliers holding the Minutes will be published in the official press of the municipality of Alto Feliz/RS and disclosed electronically.

6.3. At any time, the registered price may be revised due to any reduction in those existing on the market, and the Managing Body shall be responsible for calling on the registered Suppliers to negotiate the new value.

6.4. In each item provided, resulting from this Minute, the provisions of Law 14,133/2021 and amendments will be observed, as well as the clauses and conditions contained in the Notice that preceded and forms part of this commitment instrument.

6.5 – REGISTERED SUPPLIER DATA: Company Name:

CNPJ Address	
Email	
Telephone	

7. CONDITIONS OF CONTRACTING AND PROVISION OF SERVICES 7.1. At the discretion of the Municipality of Alto Feliz, in accordance with the order of classification, the winning bidder, whose price has been registered in the Price Registration Minutes, will be called to sign this minute, within 05 (five) business days, counting from the date of the





Alto Feliz City Hall received the call, with the obligations assumed being linked to the proposal, bids, notice and respective Minutes.

7.2. The Price Registration Record does not oblige the Municipality to sign the contract, and may carry out a specific bidding process for the acquisition of one or more items, the object of this bidding process, in compliance with the relevant legislation, in which case, under equal conditions, the beneficiary of the registration will have preference.

7.3. The Municipality will constantly evaluate the market, promoting the necessary negotiations to adjust the price, publishing the registered prices quarterly.

7.4. If the initially registered price becomes higher than that practiced on the market, the Municipality will negotiate with the provider to reduce it. Otherwise, the signatory of the minutes may request, in writing, the cancellation of the registration of his/her price, and must attach supporting documentation to the request.

7.4.1. In this case, if cancellation occurs, the provider will be exempt from the application of a penalty.

7.4.2. Once the registrations have been cancelled, the Municipality may call the other providers, in the order of classification, with a view to equal negotiation opportunities.

7.4.3. If negotiations are unsuccessful, the Municipality will revoke the Price Registration Record.

7.5. Monitoring and supervising the contracting, as well as receiving and checking the products, will be the responsibility of the secretariat, in accordance with item 19.

7.6. THE CONTRACTOR is obliged to ensure and facilitate the monitoring and supervision of the Contract by the Municipality, as well as to allow access to information considered necessary.

7.7. The Municipality shall not be held responsible for contacts made with unauthorized sectors or persons, except in the cases expressly provided for in this Minutes/Terms of Reference.

7.8. The monitoring and supervision referred to in this clause do not exclude or reduce the CONTRACTOR's responsibility for the correct fulfillment of the obligations arising from the Contract.

8. GENERAL CONDITIONS OF THE CONTRACT The general

conditions of the contract are: 8.1. The

contract does not establish any employment relationship or liability between the Municipality and the agents, representatives, employees or other persons of the Contractor designated for the execution of the object, with the Contractor being solely responsible for all obligations and charges arising from the employment relationships between it and its professionals or contractors, provided for in current national legislation, whether labor, social security, social, insurance or any other.

9. LIABILITY FOR DAMAGES 9.1. The Contractor

shall be liable for any and all damages caused to the Municipality, its employees or third parties, resulting from acts or omissions for which it is responsible, which may not be excluded or mitigated due to the supervision or monitoring carried out by the Municipality, and shall be obliged, at all times, to fully compensate them, without prejudice to fines and other penalties provided for in the bidding process.



Municipality of Alto Feliz 9.1.1. For the purposes of this clause, damage means any and all burdens, expenses, costs, obligations or losses that may be borne by the Municipality, arising from the non-fulfillment, or deficient fulfillment, by the Contractor, of obligations assigned to it contractually or by force of legal provision, including, but not limited to, payments or reimbursements made by the Municipality to third parties, fines, penalties, fees, taxes, procedural expenses, attorney's fees and others.

9.2 If any claim related to compensation for damages or compliance with obligations defined as the Contractor's responsibility is presented or becomes known to the Municipality, the latter shall notify the Contractor in writing so that it may take the necessary steps to resolve the claim, directly, when possible, and the Contractor shall be obliged to provide the Municipality with due proof of the agreement, settlement, payment or administrative or judicial measure that it deems to be lawful, as the case may be, within the period assigned to it. The administrative or judicial measures taken by the Contractor shall not exempt it from the responsibilities assumed before the Municipality, under the terms of this clause.

9.3 It is hereby understood that any losses suffered or expenses that may be required from the Municipality, under the terms of this clause, must be paid by the Contractor, regardless of the time in which they occur, or will be subject to reimbursement to the Municipality, through the adoption of the following measures: a) deduction of the Contractor's credits; b) execution of the guarantee provided, if applicable; c) appropriate legal action, at the discretion of the Municipality.

10. PRICE AND PAYMENT METHOD 10.1. The Contractor

must issue the Invoice/Bill detailing the value of the products delivered, according to the price presented in its proposal.

10.2. The CNPJ number – National Registry of Legal Entities – appearing on the invoices/bills must be the one provided during the qualification phase.

10.3. No payment shall be made to the winning bidder while any financial obligation imposed on it by virtue of penalty or default is pending settlement, without this giving rise to the right to claim price adjustment or monetary correction.

10.4. The invoice must include the Minutes number.

10.5. Payment will be made against commitment, within 10 (days) business days, after receipt of the object and upon presentation of the corresponding Invoice with receipt signed by the respective Municipal Secretary, which will attest to the conformity of the value with the value of the object executed by the Company, by means of a bank deposit in the account informed by the contractor.

10.6. The invoice/bill shall be issued by the Contractor in full compliance with legal and contractual requirements, especially those of a fiscal nature, highlighting, when required, tax and/or social security withholdings.

10.7. If the Contractor does not forward the invoice/bill and other documents to the Municipality within the established deadline, the payment date may be changed in proportion to the number of working days of delay.



Municipal Government of Alto Feliz 10.8. The Municipality, identifying any discrepancies in the invoice/bill, especially regarding the values of the parts supplied, must return it to the Contractor so that the necessary corrections can be made, and the stipulated term for payment will be counted only from the resubmission/replacement of the document, provided that the defect has been duly corrected.

10.9. Payments due by the Municipality will be made by deposit into a bank account to be informed by the Contractor.

10.10. No payment shall be made while any obligation on the part of the Contractor is pending settlement, whether related to the execution of the object or to the documentation required for the release of payments, without this generating the right to price changes, monetary correction, financial compensation or interruption in the delivery of products.

10.11. Any payment that is considered contractually undue will be subject to adjustment in future payments or payments charged to the Contractor.

10.12. Once the amount specified in the invoice/bill has been paid, the Contractor will give the Municipality full, general and irrevocable payment of the remuneration for the products specified therein, and will not be entitled to any further claims or demands under any title, time or form.

10.13. Payment will be subject to proof of regularity with the INSS (CND) and the FGTS (CRS).

10.14. Expenses arising from the acquisition covered by these Minutes will be used as per the order for notes.

11. ADMINISTRATIVE FINES AND PENALTIES 11.1. It is hereby

agreed that any and all amounts that may be charged by the Municipality to the Contractor, as a fine or penalty, shall be deemed to be liquid and certain, for the purposes of judicial enforcement, pursuant to art. 586 of the CPC.

Any obligation defined in this Minutes/Terms of Reference as the responsibility of the Contractor and which, by possible judicial or administrative determination, is paid by the Municipality, has the same characteristics.

11.2. To ensure compliance with the obligations defined in this Minutes/Terms of Reference as the responsibility of the Contractor, the Municipality may retain installments of payments or any credits owed to it, by means of simple written communication to the Contractor, as well as execute the guarantee provided or file an appropriate legal action.

11.3. The fines and penalties provided for in this Minutes are not compensatory in nature, and their payment does not exempt the Contractor from liability for the repair of any damages, losses or losses caused to the Municipality by acts of commission or omission for which it is responsible.

11.4 – Total or partial non-execution of the contract implies infractions provided for in article 155 of Law No. 14,133/2021 and amendments.

11.5 - The successful bidder will be subject, without prejudice to civil and criminal liabilities, ensuring prior and full defense, to the following penalties: 11.5.1 For unjustified delay in the execution of the object of this bidding:



City Hall of Alto Feliz a) Fine of up to 10% (ten percent) of the total value of the proposal, and interest of 1% (one percent) per month, for continued delay or equivalent fraction, levied on the value of the fine a.1) After the 10th (tenth) day, the materials may, at the discretion of the Administration, no longer

be accepted, configuring total non-performance of the contract, with the consequences provided for by law, in the notice of invitation and in the contract; 11.5.2 For partial or total non-performance of the contract: a) warning; b) Fine: b.1) compensatory in the percentage of up to 10% (ten percent)

and interest of 1% (one percent) per month, calculated on the total value of the contract,

for refusal to sign the contract, within a maximum period of 5 (five) business days, after being regularly summoned, without prejudice to the application of other sanctions provided for; b.2) moratorium in the percentage corresponding to 1% (one percent) and interest of 1% (one percent) per month, calculated on the total value of the contract, per day of default, up to the maximum limit of 10% (ten

percent), that is, for 10 (twenty) days, which may give rise to the termination of the contract; b.3) moratorium in the percentage of up to 10% (ten percent), calculated on the total value of the product, for default beyond the above term, which may give rise to the termination of the contract.

c) temporary suspension from participating in bidding and prohibition from contracting with the Administration, for a period not exceeding 2 (two) years; d) declaration of unsuitability to bid or contract with the Public Administration while the reasons for the punishment persist or until rehabilitation is promoted before the authority that applied the penalty, which will be granted whenever the contractor compensates the Administration for the resulting losses and after the period of the sanction applied based on the previous paragraph has elapsed.

11.6 Any unjustified delay in the delivery of materials or their incomplete delivery, or delivery in non-compliance with the agreed conditions, will result in the application of a fine of 0.5% (half a percent), per day and per occurrence, on the total value of the contract, limited to a maximum of 05 (five) days or 05 (five) occurrences, whichever occurs first.

11.7 After the application of 05 (five) penalties has been configured, partial non-execution of the contract will be configured, with the consequences provided for by law, in the call for bids and in the contract.

11.8 If the fine applied is higher than the value of the guarantee provided, in addition to the loss of the guarantee, the contractor will be liable for the difference, which will be discounted from any payments due by the Administration or collected judicially.

11.9 The sanctions provided for in items "a", "c" and "d" of subitem 24.1 may be applied together with that of item "b", with the interested party being allowed to present a prior defense in the respective process within a period of 5 (five) working days.

11.10 The sanction established in item "d" of subitem 24.1 is the exclusive responsibility of the Municipal Mayor, with the interested party being entitled to defend themselves in the respective process, with



Alto Feliz City Hall 10 (ten) days after the opening of the view, and rehabilitation may be requested after 2 (two) years of its application.

11.11 - Under Law 14,133/2021 and amendments, anyone who, summoned within the validity period of their proposal, does not enter into the contract, fails to deliver or presents false documentation required for the contest, causes the delay in the execution of its object, does not maintain the proposal, fails or commits fraud in the execution of the contract, behaves in an inappropriate manner or commits tax fraud, will be subject to the sanctions provided for in Law 14,133/2021 and amendments.

11.12 Fines must be paid within a maximum period of 10 (ten) calendar days, counting from the date of receipt of the notification sent by the (body or entity).

11.13 The value of fines may be discounted from the invoice, guarantee or existing credit with the City Hall in relation to the contractor. If the value of the fine is higher than the existing credit, the difference will be charged in accordance with the law.

11.14 Fines and other sanctions applied may only be waived, with reason and for administrative convenience, by means of a duly justified act of the Administration.

11.15 The sanctions provided for herein are independent of each other and may be applied individually or cumulatively, without prejudice to other applicable measures.

11.16 When any breach of contractual obligation is found, even if partial, the public servant responsible for the certificate of receipt of the object, partial or total, must issue a reasoned technical opinion and forward it to the respective Expense Manager.

11.17 The Expense Manager, aware of the technical opinion, must immediately notify the supplier of the occurrence, who will be entitled to defend himself in accordance with current legislation.

12. CANCELLATION OF PRICE REGISTRATION 12.1 - The registered

price may be cancelled in the following cases: 12.1.1 - By the Administration, when there is proven public interest, or when the supplier: a) Does not comply with the requirements of the Price Registration

Record; b) Does not formalize a contract resulting from the Price

Registration or does not withdraw the equivalent instrument within the established period, without acceptable justification; c) Does not agree to reduce the registered price,

in the event that it becomes higher than those practiced in the market; d) incurs in total or partial non-execution of the contract

resulting from the price registration; 12.1.2 - By the supplier, when, upon formal and express request, it proves the impossibility, due to unforeseeable circumstances or force majeure, of complying with the requirements of the invitation to bid and the Price Registration Record.

12.2 - The cancellation of the price registration by the Administration, ensured broad defense and the adversarial system will be formalized by decision of the competent authority.

12.2.1 – Cancellation of registration does not affect the possibility of applying an administrative sanction, when motivated by the occurrence of an infraction committed by the individual, observing the criteria established in clause eleven of this instrument.

12.3 - Suppliers will be notified of the decision of the competent authority by sending correspondence, with acknowledgement of receipt.



Alto Feliz City Hall 12.4 - In the event that the supplier's address is ignored, uncertain or inaccessible, communication will be made through publication in the official press, considering the registered price cancelled, counting from the third day following publication.

12.5 - The supplier's request for cancellation of the registered price must be made at least 30 (thirty) days in advance, accompanied by proof of the facts that justify the request, for consideration, evaluation and decision by the Administration.

13. SUPERVISION

13.1. The City Hall will supervise the execution of deliveries, requesting information on their progress from the CONTRACTOR whenever it deems appropriate.

13.2. In carrying out its activities, the supervisory body is guaranteed the right to verify the perfect execution of this agreement in all terms and conditions.

13.3. The total or partial action or omission of the supervisory body will not exempt the CONTRACTOR from the responsibility of executing the object with all caution and good technique.

13.4. The inspection will be responsible for exercising strict control over compliance with each of the stages of the minutes, especially regarding the quantity and quality of the products, ensuring compliance with the law and the provisions of this notice.

13.5. If irregularities are found in compliance with the minutes, the inspection will take the appropriate legal and contractual measures, including the application of penalties provided for in these minutes and in Federal Law No. 14,133/2021 and amendments.

14. FORCE MAJEURE OR UNFORTUNATE EVENTS

14.1 For the purpose of canceling the Price Registration Record or not applying sanctions, defaults arising from the following situations will be considered as unforeseeable circumstances or force majeure: a) general strike;

b) public

calamity; c) interruption

of means of transportation; d)

exceptionally harmful weather conditions; and e) other cases

that fall within the sole paragraph of art. 393 of the Brazilian Civil Code (Law No. 10,406/2002).

14.2 The cases listed above must be satisfactorily justified by the supplier.

14.3 Whenever the situations listed occur, the fact must be reported to the OP within 24 hours of the occurrence. If this deadline is not met, the occurrence will be considered to have started 24 hours before the date of the request to classify the occurrence as an unforeseeable event or force majeure.

15. RESPONSIBILITIES 15.1 THE

CONTRACTOR is fully and exclusively responsible for the expenses incurred during the validity of the Minutes, as well as for all labor, social security, civil and tax charges arising from the relationships it establishes with its employees or agents, eventually used to assist in the provision of the services in question, or arising from damages for any reason caused to third parties, without any joint and several liability of the CONTRACTOR, to whom, from the outset, it ensures the right of recourse against the CONTRACTOR, in the event of being held jointly and severally liable.

16. OBLIGATIONS



City Hall of Alto Feliz

16.1 OF THE CONTRACTOR:

a) Pay the CONTRACTOR, in the manner and amounts established in this contract; b) monitor compliance with the contract.

16.2 OF THE CONTRACTOR:

a) Provide the object according to the specifications, quantity and deadlines set out in the terms of reference, as well as in the terms of its proposal.

b) Be responsible for all charges, taxes, fees, fees and expenses related to the contracted object, as well as for fulfilling all labor, social security and accident obligations related to employees used to execute the object, including those arising from collective agreements, agreements or disputes.

c) During the execution of the contract, in accordance with the obligations assumed, maintain all the qualification and eligibility conditions required in the bidding process, presenting, on a monthly basis, a copy of the payment slips for contributions to the FGTS and INSS related to the employees allocated to the execution of the contract, as well as the negative certificate of labor debts (CNDT). d) Comply with the requirements for reserving positions provided for by law, as well as

in other specific rules, for people with disabilities, for those rehabilitated by Social Security and for apprentices.

e) Ensure that its employees comply with the regulations of the Ministry of Labor, with the CONTRACTOR being responsible for providing personal protective equipment (PPE) and any other supplies necessary for the provision of services. f) Be responsible for all damages caused by its employees to the

CONTRACTOR and/or third parties, resulting from fault or intent, duly determined through administrative proceedings, during the execution of the contracted object.

g) Repair and/or correct, at its own expense, services in which a defect, fault or incorrectness is found resulting from the execution of the object in disagreement with the agree

h) Perform the obligations assumed in this contract by its own means, subcontracting not being permitted, unless expressly authorized by the CONTRACTOR.

17. JURISDICTION

17.1 The parties elect, regardless of any other, however privileged it may be, the Jurisdiction of Feliz/RS, to resolve any doubt or question regarding this contract.

18. COPIES 18.1 The

following copies are extracted from these Minutes: a) one for the OG; b) one for the registered company; c) one, in extract, for publication in the Official Gazette; and d) one for the OP.

And, having thus agreed, the parties declare that they accept all the provisions established in these Minutes, which, having been read and found to be in order, will be signed by the Municipal Administration, represented by the OG, undersigned, and by Mr.(s)

_____, CPF number _____, ID card



VERIFICATION OF SIGNATURES



Verification code: F4BF-5863-066E-83BF

This document was digitally signed by the following signatories on the dates indicated:



ROBES SCHNEIDER (CPF 603.XXX.XXX-72) on 05/23/2025 09:51:19 GMT-03:00 Role: Part Issued by: 1Doc
Certifying
Sub-Authority (1Doc Signature)

To check the validity of signatures, access the Verification Center via the link:

<https://altofeliz.1doc.com.br/verificacao/F4BF-5863-066E-83BF>