

International Electronic Tender No. 20260002/SETUR/CCC

NUP Process: 36001.002183/2025-00

UASG: 943001

Comprasnet Number: 95003/2026

The Secretariat of Tourism, through the Central Contracting Commission – CCC, established by Complementary Law No. 58/2006, designated by an act of the Governor of the State, by Decree No. 36,117, of July 17, 2024, amended by State Decree No. 36,446/2025, which is now part of the records, hereby announces that it will hold a bidding process in the form of a COMPETITIVE BIDDING PROCESS, in ELECTRONIC form.

1. JUDGMENT CRITERIA AND DISPUTE METHOD

1.1. The judging criterion will be the LOWEST PRICE.

1.2. The game mode will be OPEN.

2. OF THE INDIRECT ENFORCEMENT SYSTEM

2.1. The indirect execution method will be through unit price contracts.

3. LEGAL BASIS

3.1. The bidding process is based on Federal Law No. 14.133, of April 1, 2021, and its amendments; State Law No. 18.417, of July 11, 2023; and Complementary Law No. 123, of December 14, 2006. State Complementary Law No. 65, of January 3, 2008, State Complementary Law No. 134, of April 7, 2014, State Decree No. 35,067, of December 21, 2022 and its amendments, State Decree No. 35,283, of January 19, 2023, State Decree No. 35,726, of October 30, 2023, PGE/GAB Ordinance No. 36, of March 8, 2024 and other applicable legislation, and also in accordance with the conditions established in this notice and its annexes.

4. OF THE OBJECT

4.1. The object of the bidding process is...**Execution of services for the implementation of the water supply system in locations within the municipality of Beberibe, including the supply of materials and equipment.**, duly specified in ANNEX K – EXECUTIVE PROJECT, an integral part of this notice, regardless of transcription.

4.2. The bidding process will be conducted in accordance with the terms of this Notice and its annexes, and the bidder must submit a proposal for all items included in the service quantity spreadsheet.

5. Regarding access to the tender notice, the location where the event will take place, and the Central Contracting Committee.

5.1. This notice is available free of charge on the websites www.portalcompras.ce.gov.br and <https://www.gov.br/compras/pt-br/access-to-information/detailed-consultation>.

5.2. The bidding process will be conducted through the Compras.gov.br system, at the electronic address <https://www.comprasnet.gov.br/seguro/loginPortal.asp>, by the Central Procurement Committee.

5.3. The hearing requested by a representative of a bidder or interested party in participating in a bidding process, for the purpose of addressing an appeal or objection filed by them with the Bidding Center of the State Attorney General's Office, will be held in accordance with the provisions of Ordinance/PGE No. 38/2022, published on page 18 of the Official Gazette of 03/17/2022.

5.4. THE Central Contracting Commission can be reached by telephone at (85) 3125.9399 and 3125.9596 and by email at ccc@pge.ce.gov.br.

6. DATES AND TIMES OF THE EVENT

6.1. Start date for accepting proposals: February 24, 2026.

6.2. DATE FOR OPENING OF PROPOSALS: March 10, 2026, at 9:30 AM.

6.3. START OF THE PRICE DISPUTE SESSION: March 10, 2026, at 9:30 AM.

6.4. TIME REFERENCE: For all time references used by the system, Brasília/DF time will be observed.

6.5. If there is no official business day or if any unforeseen event occurs that prevents the event from taking place on the scheduled date, the session will be rescheduled for at least 48 hours from the original date, except when rescheduled automatically by the electronic system itself.

7. ADDRESS AND OPENING HOURS OF THE BIDDING CENTER

7.1. Bidding Center/PGE, Av. Dr. José Martins Rodrigues, nº 150, Edson Queiroz neighborhood, Fortaleza – Ceará, Postal Code 60811-520, CNPJ nº 06.622.070/0001-68.

7.2. Office hours for the Bidding Center: 8:00 AM to 12:00 PM and 2:00 PM to 6:00 PM.

8. BUDGETARY ADJUSTMENT

8.1. The expenses arising from this contract will be covered by specific resources from the Loan Agreement signed between the State of Ceará and the Development Bank of Latin America and the Caribbean – CAF, aimed at implementing the Sanitation Program for Coastal Localities of Ceará – PROSATUR-CE, and by resources allocated in the State's General Budget.

8.2. The hiring will be funded by the following budget allocations:

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9. PARTICIPATION

9.1. Those interested who are previously registered in the Unified Supplier Registration System (SICAF), available on the National Public Procurement Portal (PNCP), and in the Federal Government Procurement System may participate in this bidding process www.gov.br/compras, through a Digital Certificate issued by the Brazilian Public Key Infrastructure - ICP-Brasil.

9.1.1. Participation implies full acceptance of the terms of this notice.

9.2. It is the responsibility of the registered individual to verify the accuracy of their registration data in the systems mentioned in the previous sub-item and to keep it updated with the agencies responsible for the information, and they must immediately correct or change the records as soon as they identify any inaccuracies or if the data becomes outdated.

9.3. The bidder is solely and formally responsible for transactions carried out in their name, and assumes their proposals and bids to be firm and true, including acts performed directly or by their representative. The system provider or the Bidding Center responsible for processing the bids is not liable for any damages resulting from the misuse of access credentials, even by third parties.

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

9.3.2. The bidder must immediately notify the system provider of any event that could compromise confidentiality or security, so that access can be immediately blocked.

9.4. The following are ineligible to participate in this bidding process:

9.4.1. Anyone who does not meet the conditions of this notice and its annexes;

9.4.2. Company in a state of civil insolvency, undergoing bankruptcy, dissolution, merger, spin-off, incorporation, and liquidation proceedings.

9.4.3. Any individual or legal entity that, at the time of the bidding process, is prevented from participating in the bidding process due to a sanction imposed upon them, in accordance with § 1 of Article 14 of Law No. 14.133/2021;

9.4.4. Public officials of the Tourism Secretariat must be aware of situations that may constitute a conflict of interest during or after the exercise of their position or employment, in accordance with the legislation governing the matter. This prohibition extends to third parties who assist in conducting the contracting process as specialized professionals or employees or representatives of companies providing technical advice.

9.4.5. Foreign companies that do not have legal representation in Brazil with express powers to receive summons and respond administratively or judicially;

9.4.6. A company or cooperative society whose bylaws or articles of association do not include in their corporate purpose an activity compatible with the object of the bidding process, and which also do not comply with article 16 of Law 14.133/2021;

9.4.7. Public Interest Civil Society Organizations – OSCIPs, acting in that capacity;

9.4.8. Holding companies, subsidiaries, or affiliates, as defined in Law No. 6,404 of December 15, 1976, competing with each other;

9.4.9. Anyone who maintains a technical, commercial, economic, financial, labor, or civil relationship with a manager of the contracting body or entity, or with a public official who performs a function in the bidding process or acts in the supervision or management of the contract, or who is their spouse, partner, or relative in a direct, collateral, or affinity line, up to the third degree;

9.4.10. Any individual or legal entity that, in the 5 (five) years prior to the publication of this

notice, has been convicted by a final and unappealable court for exploiting child labor, subjecting workers to conditions analogous to slavery, or hiring adolescents in cases prohibited by labor legislation;

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

9.4.12. The author of the preliminary design, basic design, or detailed design, whether a natural or legal person, when the bidding process concerns works, services, or the supply of goods related to it;

9.4.12.1. Companies belonging to the same economic group are considered equivalent to the authors of the project;

9.4.13. Any individual or legal entity that is included in the list of persons sanctioned under the provisions of §5 of Article 14 of Law No. 14,133/2021, or that is declared ineligible under the terms of said Law.

9.5. Consortium participation is permitted. In accordance with State Decree No. 35.067/2022 and Article 15 of Federal Law No. 14.133/2021, the following rules shall be observed:

9.5.1. The maximum number of companies that can be part of the consortium is 02 (two).

9.5.2. Designation of the consortium's leading company, which will be responsible for its representation before the Administration;

9.5.3. Proof of a public or private commitment to form a consortium, signed by the consortium members;

9.5.3.1. The winning bidder is obliged to promote, before the signing of the contract, the formation and registration of the consortium, and must prove the filing with the Commercial Registry and registration in the National Registry of Legal Entities – CNPJ;

9.5.4. Prohibition of a consortium member company from participating in more than one consortium or individually in the same bidding process;

9.5.5. Acts performed in a consortium, both in the bidding phase and in the contract execution phase, entail joint and several liability for all its members;

9.5.5.1. The commitment to form a consortium and the contract to be entered into by the winning consortium must contain a clause of joint and several liability;

9.5.6. The replacement of a consortium member must be expressly authorized by the contracting body or entity and is conditional upon proof that the new company in the consortium possesses, at a minimum, the same quantities for the purpose of technical qualification and the same values for the purpose of economic and financial qualification presented by the replaced company for the purposes of consortium qualification;

9.5.7. Technical qualification, when required, The calculation will be done by adding up the amounts from each consortium member, and for the purpose of economic and financial qualification, the sum of the values from each consortium member will be considered.

9.5.7.1. To comply with the previous sub-item, it is also necessary for all consortium members to demonstrate compliance with the accounting requirements defined in this tender and/or its

annexes, if any.

9.5.8. For the consortium, there will be an increase of 30% (thirty percent) on the amount required from an individual bidder for economic and financial qualification.

9.5.8.1. The increase foreseen in the previous sub-item does not apply to consortia composed entirely of micro-enterprises and small businesses.

10. Regarding the challenge to the public notice and the request for clarification.

10.1. Anyone has the right to challenge this notice due to irregularities in its application. Federal Law No. 14.133/2021, or to request clarification regarding its terms, the request must be submitted up to 3 (three) business days before the opening date of the bidding process, to the email address mentioned in subitem 10.3 below.

10.2. The response to the challenge or request for clarification will be published through the system used in the bidding process, within a period of up to 3 (three) business days from the date of receipt of the request, limited to the last business day prior to the date of the public session. The published responses will be binding on the participants and the Administration.

10.2.1. The decisions of the Commission, whenever necessary, they will be based in the opinions and reports issued by the technical and legal departments of the agency and entity promoting the bidding processor, as the case may be, by the Central Commission for the Evaluation of Objections and Appeals in Bidding Processes, pursuant to § 1 of Article 24 and § 3 of Article 94 of State Decree No. 35,067/2022, as amended by Article 1 of State Decree No. 36,863/2025, and pursuant to §§ 2 and 3 of Article 24 of State Decree No. 35,067/2022.

10.2.2. If it is impossible to respond to the challenge within the time frame mentioned in sub-item 10.2, the Commission may postpone the opening of the public session, by means of a notice in the system used to conduct the bidding process.

10.3. Objections and requests for clarification must be submitted exclusively electronically, at the following address: ccc@pge.ce.gov.br, until 11:59 PM, with the information regarding the tender number, the body or entity promoting the tender, and the responsible commission.

10.3.1. Any objections submitted must be signed by a legal representative with proof of such signature, otherwise they will not be considered.

10.4. Objections and requests for clarification do not suspend the deadlines stipulated in the bidding process., except in exceptional cases, duly justified by the Commission in the bidding process records.

10.5. If the objection is accepted, a new date for the bidding process will be defined and published, except when the change does not compromise the formulation of the proposals.

11. ESTIMATED CONTRACT VALUE

11.1. The estimated value for this tender is confidential.

11.2. Until the approval phase, the documents relating to the budgets, as well as the estimated value of the contract, are confidential, but will be made available to internal and external control bodies whenever requested, as provided for in Article 24, I of Law No. 14.133/2021.

From the Risk Matrix

11.3. The cost estimate took into account the risks involved in the contracting process and their allocation between the client and the contractor.

11.4. The events listed in ANNEX A – RISK MATRIX, under the responsibility of the CONTRACTOR, constitute risks assumed by the CONTRACTOR and do not warrant a revision of the CONTRACT to restore the relationship initially agreed upon by the parties.

11.5. The events listed in ANNEX A – RISK MATRIX, under the responsibility of the CONTRACTING PARTY, constitute risks assumed by the CONTRACTING PARTY and give rise to a review of the CONTRACT;

11.6. The following constitute risks to be shared by the parties, in the proportion of 50% (fifty percent) for the CONTRACTING PARTY and 50% (fifty percent) for the CONTRACTED PARTY:

11.6.1. Changes in legislation, regulations, and standards that alter the tendered project may lead to a revision of the schedule and the possibility of a contractual amendment with shared risk.

11.6.2. Occurrence of strikes or demonstrations by employees of THIRD-PARTY companies (sectors of public transportation, government agencies, or suppliers) that may interfere with the progress of the work.

11.6.3. The CONTRACTOR assumes responsibility for losses and delays resulting from strikes of up to 15 days.

(fifteen) days, every 12 (twelve) months. For strike cases with periods exceeding 15 (fifteen) days and proven impact, an extension of the deadline will be permitted without any additional charges due to the stoppage.

11.6.4. Delays in the release of works or stoppages due to events not attributable to the CONTRACTOR, such as stoppages ordered by municipal government agencies as a result of requests from third parties, in which case an extension of the deadline will be permitted.

11.6.5. Non-compliance or non-conformities with the conditions imposed in the environmental licensing based on the BASIC AND EXECUTIVE PROJECTS.

11.6.6. The CONTRACTOR will be responsible for full compliance with the conditions determined by the environmental agency. The condition related to the payment of environmental compensation, when applicable, will be the responsibility of SETUR. Other compensatory measures related to the contractor's activities whose adverse impact is not addressed will be the contractor's responsibility, including payments and/or compensatory environmental projects.

11.6.7. Occurrence of archaeological findings that imply a reduction in the pace of work or the stoppage of work fronts. If archaeological findings are found and it becomes necessary to stop the work front where they are detected in order to proceed with the investigation, the CONTRACTOR must, with the approval of SETUR, reschedule the services, considering the opening of other work fronts until the affected area is released by the competent authorities. In case of delay in the work due to the aforementioned stoppage, an extension of the deadline will be permitted, PROVIDED THAT the impossibility of recovering the original schedule is proven.

11.6.8. Failure to obtain or delay in obtaining Authorizations for Vegetation Suppression and Intervention in Permanent Preservation Areas with vegetation.

11.6.9. SETUR will be responsible for initiating the administrative process with the environmental agencies. The CONTRACTOR will be responsible for preparing the forest inventory and registering the information in the Sinaflor system. The conditions imposed by the environmental agency will be the responsibility of the Contractor, including the PRAD (Plan for the Recovery of Degraded Areas).

11.6.10. Macroeconomic events that affect the execution of services may give rise to the restoration of the Economic-Financial Equilibrium.

11.6.11. Uninsurable events characterized as force majeure or acts of God that hinder the continuity of the work or increase the contractor's costs may give rise to a revision of the schedule and a restoration of the economic and financial balance.

12. Regarding the submission of the electronic proposal and the qualification documents.

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

12.1.1. Bidders shall submit their proposals, exclusively through the electronic system, with the price or percentage discount, according to the judgment criteria adopted in this notice, until the date and time established for the opening of the public session.

12.2. After the proposal has been evaluated, the winning bidder must submit the qualification documents within 24 (twenty-four) hours of being summoned by the Commission.

12.3. After the submission of the qualification and/or proposal documents, the replacement or presentation of new documents will not be permitted, except in the context of due diligence as per article 64 of Law No. 14.133/2021. The bidder must send the supplementary documents via the system within 24 (twenty-four) hours of the request.

12.3.1. Documents that prove facts that existed at the time the session was opened are not considered new documents, as provided for in Ruling 1211/2021-TCU-Plenary.

12.3.2. Once the due diligence has been carried out, failure to submit the information or documents within the deadline established by the Commission will result in the forfeiture of this right, leading to the disqualification and/or elimination of the bidder.

12.4. The failure to submit formal declarations and/or required commitments will not result in the immediate disqualification or ineligibility of the bidder. The Commission, through due diligence, will grant the same period established in sub-item 12.3 for the necessary corrections, respecting the principles of moderate formalism and reasonableness.

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

12.5.1. I am aware of and agree to the conditions contained in the tender notice and its annexes, as well as that the submitted proposal covers all costs for fulfilling labor rights guaranteed by the Federal Constitution, labor laws, sub-legal regulations, collective bargaining agreements, and terms of adjustment of conduct in effect on the date of its final submission, and that it fully meets the eligibility requirements defined in the call for tenders;

12.5.2. It does not employ minors under 18 years of age in night work, dangerous or unhealthy work, and it does not employ minors under 16 years of age, except for minors from the age of 14, under the condition of apprenticeship, in accordance with article [relevant article number]. 7th, XXXIII, of the Constitution;

12.5.3. It does not employ workers in its production chain who perform degrading or forced labor, observing the provisions of...paragraphs III and IV of article 1 and paragraph III of article 5 of the Federal Constitution;

12.5.4. It fulfills 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, in accordance with article 63, item IV, of Law No. 14.133/2021;

12.5.5. When requested by the Administration, proof of job reservation may be provided in the following manner:

I – Conducting selection processes;

II – Wide dissemination of job opportunities through accessible means, such as: internet, radio, television, and widely circulated newspapers;

III – Inclusion programs promoted by the bidder;

IV – Partnerships with entities specialized in actively seeking candidates who meet the conditions outlined in this sub-item.

12.5.6. Other legal means of proof are admissible that demonstrate concrete efforts to fill the vacancies in question. subitem 12.5.4.

12.5.7. Develops an integrity program in accordance with the provisions of Federal Law No. 14.133/2021, when applicable;

12.6. The falsity of the declarations referred to in sub-items 12.5.1 to 12.5.6 will subject the bidder to the sanctions provided for in...LawNo. 14.133/2021, and in this announcement.

12.7. Bidders may withdraw or replace their bid in the system until the opening of the public session.

12.8. There will be no ranking order in the proposal and qualification document submission stage by the bidder; this will only occur after the procedures for opening the public session and the bidding phase.

13. COMPLETING THE PROPOSAL

13.1. The bidder must submit their electronic proposal, filling in all the required fields in the system.

13.1.1. Failure to correctly fill in the fields will result in the bidder's disqualification.

13.1.2. Global prices should be expressed in reais, with up to 2 (two) decimal places.

13.1.3. In case of disagreement between the numerical and written values, the latter shall prevail.

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

13.3. The proposed values will include all operational costs, social security contributions, labor costs, taxes, commercial costs, and any other costs that directly or indirectly affect the execution of the project.

13.4. The prices offered, both in the electronic proposal and in the bidding stage, will be the sole responsibility of the bidder, who will not have the right to request any alteration, under the allegation of error, omission or any other pretext.

13.5. If the company's tax regime involves the collection of taxes at variable percentages, the appropriate rate will be the one that corresponds to the average of the company's actual tax payments over the last twelve months.

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

13.7. The submission of proposals implies the obligation to comply with the provisions contained therein, with the proposer undertaking to execute the object of the bidding process in accordance with its terms, and, where applicable, to supply the necessary materials, equipment, tools, and utensils in quantities and qualities adequate for the perfect execution of the contract.

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

13.9. Bidders must respect the maximum prices established by the Administration.

13.10. Failure by the Administration to comply with the aforementioned rules on the part of contractors may lead to liability before the Courts of Auditors and, after due legal process, may result in the following consequences: setting a deadline for the adoption of measures necessary for the exact compliance with the law, or condemnation of the responsible public agents and the contractor to pay for damages to the public treasury, if overbilling or overpricing is verified in the execution of the contract.

14. FROM THE OPENING OF THE SESSION, CLASSIFICATION OF PROPOSALS AND BIDDING

14.1. The opening of this bidding process will take place automatically in a public session, through an electronic system, on the date, time and place indicated in this notice, with the identification of the bidder prohibited, under penalty of disqualification.

14.1.1. Disqualification will always be justified and recorded in the system, with real-time monitoring available to all participants.

14.1.2. The fact that the proposal is not disqualified does not preclude its final judgment to the contrary, which is carried out during the acceptance phase.

14.2. The system will automatically rank the classified proposals, and only those that are ranked will participate in the bidding phase.

14.3. The system will provide a dedicated field for exchanging messages between the Commission and the bidders.

14.4. Once the competitive phase begins, bidders must submit their bids exclusively through an electronic system, and will be immediately notified of their receipt and the amount recorded.

14.5. The bid must be offered at the unit price.

14.6. Bidders may submit successive bids, observing the time set for the opening of the session and the rules established in this notice.

14.7. The bidder may, only once, withdraw their last bid offered, within fifteen seconds of registration in the system, in the event of an inconsistent or unfeasible bid.

14.8. The commission may, during the bidding process, as an exceptional measure, exclude any proposal or bid that could compromise, restrict, or frustrate the competitive nature of the bidding process, through automatic electronic communication via the system, as provided for in § 3 of article 37 of Decree No. 35,067/2022.

14.9. Bidders may only submit bids equal to the unit value of the last bid they offered and that was registered in the system.

14.10. The minimum difference in bid values, which will apply both to intermediate bids and to the bid that covers the best offer, must be 0.01% (one hundredth of one percent), using the unit value of the item as a reference.

14.11. Once the functionality is available in the system, bidders will be able to set their minimum final bid amount when registering their proposal, and will be subject to the following rules:

14.11.1. The application of the minimum price difference between bids, which will apply both to intermediate bids and to the bid that covers the best offer; and

14.11.2. Bids will be automatically submitted by the system, respecting the minimum final value, if established, and the range mentioned in the sub-item above.

14.12. The final minimum value set in the system can be changed by the bidder during the bidding phase, but the value cannot exceed a bid already registered by the bidder in the system.

14.13. The final minimum value parameterized in the form of sub-item 14.11 will be kept confidential from the other bidders and the commission, and may be made strictly and permanently available to external and internal control bodies.

14.14. The "open" bidding method will be adopted, in which bidders will submit public and successive bids, with extensions in accordance with article 41 of Decree No. 35,067/2022.

14.14.1. The bidding phase will last ten minutes and will be automatically extended by the system if a bid is placed in the last two minutes of this phase.

14.14.2. The automatic extension of the bid submission phase, as described in the previous sub-item, will be two minutes and will occur successively whenever bids are submitted during this extension period, including intermediate bids.

14.14.3. If no new bids are submitted in the manner established in the preceding sub-items, the stage will be automatically closed, and the system will sort and publish the bids in ascending order, as established in the sole paragraph of article 38 of Decree No. 35,067/2022.

14.14.4. Once the best proposal has been determined, if the difference in relation to the proposal ranked second is at least 5% (five percent), the Commission may allow the open bidding process to be restarted to determine the remaining positions.

14.14.5. Following the restart foreseen in sub-item 14.14.4, bidders will be invited to submit intermediate bids.

14.14.6. Once the stage described in the previous sub-item is completed, the system will sort and publish the bids in ascending order, as established in the sole paragraph of article 38 of Decree No. 35,067/2022.

14.15. They will not be accepted If two or more bids of the same value are accepted, the one

that is received and registered first will prevail.

14.16. During the course of the public session, bidders will be informed, in real time, of the value of the lowest bid registered, with the bidder's identity being prohibited.

14.17. In the event of a disconnection with the Commission during the competitive phase of the bidding process, the electronic system may remain accessible to bidders for the receipt of bids.

14.18. If the disconnection from the electronic system for the Commission persists for more than ten minutes, the public session will be suspended and restarted only after 24 (twenty-four) hours have elapsed since the Commission communicated the fact to the participants on the website used for dissemination.

14.19. If the bidder does not submit any bids, they will compete with the value of their offer.

14.20. A tie is only possible between identical bids that are not followed by subsequent bids or between the final moves of the closed phase of the open and closed play mode.

14.21. In the event of a tie between two or more proposals or bids, the following tie-breaking criteria will be used, in this order:

14.21.1. Final round, in which tied bidders may submit a new proposal or bid immediately following the ranking;

14.21.2. Evaluation of the bidders' prior contractual performance, for which registration records should preferably be used to attest to compliance with obligations set forth in Federal Law No. 14,133/2021;

14.21.3. Development by the bidder of gender equality initiatives in the workplace, demonstrated by presenting the "Women-Friendly Company" Seal, created by Federal Law No. 14,682 of September 20, 2023, or by any other seals representing gender equality initiatives created by the States and/or the Federal District.

14.21.4. Development by the bidder of an integrity program, in accordance with the guidelines established by the State Comptroller General or, in its absence, by the Federal Comptroller General for private companies.

14.22. In the event of a tie, if there is no tiebreaker, preference will be given, successively, to goods and services produced or provided by:

14.22.1. Companies established within the territory of the State of Ceará;

14.22.2. Brazilian companies;

14.22.3. Companies that invest in research and technology development in the country;

14.22.4. Companies that demonstrate mitigation practices, in accordance with Law No. 12.187/2009.

14.23. If a tie remains after applying all tie-breaking criteria stipulated by law, a drawing of lots will be held to determine the winners of the tied bids, via the Compras.gov.br system, in accordance with TCU Ruling No. 723/2024 Plenary.

14.23.1. If it is not possible to hold the draw via the Compras.gov.br system, the following measures will be adopted, to be carried out in a public event:

I – The date, time, website where the draw will take place, as well as the live streaming platform, will be communicated through the system;

II – The date and time will be communicated within 24 (twenty-four) hours prior to the drawing;
III – The result of the draw will be recorded in the minutes of the public session, disclosed to all bidders, and attached to the bidding process file.

14.24. Once the bidding phase of the public session is closed, the Commission must negotiate more advantageous terms with the winning bidder, and is prohibited from negotiating terms different from those stipulated in this notice.

14.24.1. Negotiations should be conducted with the other bidders, according to the initially established ranking order, if the first-placed bidder, even after negotiation, is disqualified because their bid remains above the maximum price set by the Administration.

14.24.2. The negotiation will be conducted through the system and can be followed by other bidders.

14.24.3. The outcome of the negotiation will be disclosed to all bidders and attached to the bidding process file.

14.25. The proposal must contain all the specifications of the object in accordance with Annex K – EXECUTIVE PROJECT.

14.26. The Commission will request the highest-ranked bidder to, within 24 (twenty-four) hours, extendable once for an equal period as per article 49 of State Decree No. 35.067/2022, after the negotiation has taken place, attach the proposal that corresponds to the last bid offered by him, accompanied by the relevant documents mentioned in the sub-item below.

14.26.1. The bidder must attach the following to the price proposal in the system:

14.26.2. Cover Letter for Price Proposal as per ANNEX C.1. The PRICE PROPOSAL LETTER shall contain, at a minimum:

14.26.2.1. Name of the PROPOSING company, address and CNPJ registration number.

14.26.2.2. Validity of the proposal, not less than 90 (ninety) days. If the validity period is not expressly indicated in the proposal, a period of 90 (ninety) consecutive days shall be considered for the purpose of judging the Proposal.

14.26.2.3. THE BIDDER IS HEREBY INFORMED OF THE NEED TO EXPRESS ITS AGREEMENT REGARDING THE EXTENSION AND REVALIDATION OF THE PROPOSAL, BEFORE ITS EXPIRATION, FOR EQUAL AND SUCCESSIVE PERIODS. FAILURE TO EXPRESS ITS AGREEMENT WILL RELEASE THE BIDDER FROM THE BIDDING PROCESS.

14.26.2.4. If the proposal expires after the price opening, it must be extended and revalidated until the contract is awarded, otherwise the bidder will be excluded from this bidding process.

14.26.2.5. Total price expressed in reais.

14.26.2.6. Signature of the duly verified legal representative.

14.26.2.7. Service execution time.

14.26.2.7.1. The eventual absence of an execution deadline in the Price Proposal will not be grounds for its disqualification, given that the Tender Notice already defines the execution deadline for services/works.

14.26.3. The following annexes and requirements must accompany the Price Proposals as integral parts thereof, and must contain the name of the BIDDER, the signature and

professional title of the person who prepared them – responsible technical engineer (proven) or professional from the BIDDER's permanent staff (proven), except that the QUANTITY SPREADSHEET and the PHYSICAL SCHEDULE and the UNIT PRICE COMPOSITIONS must be signed by a professional registered with CREA or CAU, and the registration number must be included in said documents:

14.26.3.1. PRICE LIST in accordance with ANNEX D, referring to the QUANTITY LIST, which will contain the items necessary for the execution of the service, including: forecast of risks related to the actions allocated in the RISK MATRIX – ANNEX A of the TENDER as its responsibility, contracting of insurance against engineering risks, labor, technical responsibility, consulting, as well as all fiscal, tax, labor, social security, commercial charges, direct and indirect expenses, know-how, freight, loading and unloading expenses, transportation of materials and equipment (including their storage and handling), use of special vehicles and equipment, transportation of personnel, fuel, energy, tools, packaging, insurance, taxes and fees, administrative facilities, food, expenses with uniforms, PPEs, accommodation and all tests necessary for quality control of materials and equipment.

14.26.3.2. PHYSICAL SCHEDULE, compatible with the service, as per ANNEX E referring to the PHYSICAL SCHEDULE MODEL, with monthly periodicity, not allowing installments in the form of advance payment.

14.26.3.2.1. SETUR will not present the FINANCIAL SCHEDULE, as it will depend on the definition of the methodological and technological solution adopted in the basic project to be prepared by the CONTRACTOR.

14.26.3.3. SPREADSHEET OF COMPOSITION OF LABOR AND SOCIAL CHARGES, as per ANNEX H.

14.26.3.4. ANALYTICAL COMPOSITION SPREADSHEETS OF BDI RATES (BENEFITS AND INDIRECT EXPENSES), as per ANNEX G – BDI COMPOSITION (SERVICES AND MATERIALS).

14.26.3.5. CALCULATION MEMORY WITH DETAILS OF THE METHODOLOGY FOR OBTAINING THE PRICES PRESENTED IN THE BASIC PRICE SPREADSHEET.

14.26.3.6. DETAILED GENERAL BUDGET containing all services, materials, and equipment that gave rise to the PRICE LIST presented by the BIDDER. The presented BUDGET MUST use reference tables. If the official tables do not include any inputs or services, unit compositions and market research may be accepted, provided they are approved by SETUR.

14.26.3.7. UNIT PRICE COMPOSITIONS and AUXILIARY COMPOSITIONS of the items foreseen in the Bill of Quantities. The compositions presented by the company must include all services, supplies, equipment, labor (direct and indirect), transportation, total taxes and fees, BDI (indirect costs and profit margin), and any other items necessary for the execution of the services, with the total value of the Unit Price Composition for each service being equal to the value presented in the aforementioned spreadsheet. Social and supplementary charges are included in the unit price foreseen for labor. The unit price compositions to be presented by the BIDDER must also comply with the criteria listed below:

a) Labor costs must not be lower than the standard minimum wages for the corresponding category, as established by Collective Bargaining Agreements, Collective Agreements, or Collective Labor Conventions;

b) The breakdowns must specify the values relating to the Total Direct Unit Cost (sum of direct

costs of equipment, supplementary labor, auxiliary services, materials and transport), BDI and Total Unit Price (sum of the Total Direct Unit Cost and BDI);

c) The consumption coefficients of the inputs foreseen in the SINAPI and SEINFRA reference tables and compositions prepared by the CAGECE technical department will be considered as a reference in the analysis of the unit price compositions and auxiliary compositions prepared by the BIDDER. Changes in the coefficients must be justified in writing by the BIDDER in order not to compromise the quality and deadlines established for the execution of the object of this contract;

d) The compositions must be submitted in protected digital format, available only for copying.

14.26.3.8. SETUR will not publish its UNIT PRICE COMPOSITIONS and AUXILIARY COMPOSITIONS during the bidding phase, since BIDDERS will be free to propose, in their commercial proposal, methodological or technological solutions different from the premises adopted in the preliminary project.

14.26.3.9. Express declaration by the Proponent that they have full knowledge of the preliminary project, the conditions and nature of the work, including the geotechnical aspects of the site, as per ANNEX C.6 – MODEL OF THE INSPECTION CERTIFICATE TERM.

14.26.3.10. Costs related to Local Project Administration should not be included in the calculation of Indirect Costs (BDI), as they are an integral part of the Direct Cost Spreadsheet.

14.27. The unit prices proposed by the BIDDER for the services shall include, but not be limited to, all costs related to labor, materials, and relevant equipment. Also considered included in the unit prices are any and all temporary services or works not indicated in ANNEX D - Bill of Quantities, which may be necessary for the various stages of the services. Therefore, the non-indication in the set of unit cost compositions of any input or other component necessary for the execution of the services as planned shall be considered to tacitly mean that its cost is diluted among the other items comprising the unit costs, items deemed necessary and sufficient, and shall not give rise to any contractual amendment on this basis.

14.28. Taxes related to Corporate Income Tax (IRPJ) and Social Contribution on Net Profit (CSLL) should not be included in the calculation of the Indirect Costs and Profit Margin (BDI), nor in the direct cost spreadsheet, as they constitute direct and personal taxes that burden the Contractor personally and should not be passed on to the CONTRACTING PARTY, as well as the costs of mobilizing and demobilizing construction sites.

14.29. It is recommended to use the BDI (Budget, Direct Costs, and Indirect Costs) rates indicated in the annexes of this bidding procedure as the maximum limit for the BDI rate for Services and Materials. In case of higher rates, justification for exceeding these limits must be attached to the aforementioned annexes.

14.30. The ISS (Service Tax) percentages used in the municipalities of Ceará vary from 2% to 5%, and the value corresponding to the municipality where the services will be performed should be applied.

14.31. Annex D – Quantity Spreadsheet, must be followed in its entirety with regard to quantities and units of measurement, under penalty of disqualification of the company.

14.32. For the purpose of completing the service and price spreadsheets, the BIDDER:

14.32.1. The bidder must submit the same unit price for identical services. If different unit prices are submitted, the technical team of the contracting agency will make the correction,

considering the lowest of the unit prices submitted for the identical services, including it in the compositions, and this will not, in any way, constitute grounds for disqualification.

14.32.2. You cannot quote a unit and/or total price that is unfeasible.

14.33. Prices are considered manifestly unfeasible when they are demonstrably insufficient to cover the costs arising from the intended contract.

14.33.1. The unfeasibility of the values relating to isolated items in the cost spreadsheet, provided that they do not contradict legal instruments, does not constitute sufficient grounds for disqualifying the proposal.

14.33.2. The BIDDER will be given the opportunity to demonstrate the feasibility of a proposal with total values lower than 75% (seventy-five percent) of the value estimated by the unit promoting the bidding process.

14.34. In the event of discrepancies between the service, unit, and quantity breakdowns in the bidders' budgets and those in the tender notice, the breakdowns of services, units, and quantities in ANNEX D – QUANTITY SPREADSHEET of this Tender Notice shall prevail, and the BIDDER shall be required to execute the services in accordance with the specifications and details contained in the tender notice, with the Commission recording the corrections in the minutes.

14.35. Between values written in numerals and in words, the value written in words will prevail, except in cases where the numerical value proven by means of the Price Spreadsheet is clearly correct.

14.36. In the event of an error in multiplying the unit price by the corresponding quantity, the product will be corrected, while maintaining the unit price and quantity unchanged.

14.37. In the case of an addition error, the sum will be corrected, while the addends will remain unchanged.

14.38. In the event of a discrepancy between the unit values shown in the Unit Price Composition spreadsheet and the Price Spreadsheet, the value from the unit price composition spreadsheet shall prevail.

14.39. Errors or discrepancies regarding material consumption in relation to reference compositions or the technical room will be subject to due diligence with the BIDDER.

14.40. Commercial proposals must be signed, and it is recommended that they be initialed and numbered sequentially, from the first to the last page, to reflect their exact number.

14.40.1. The eventual lack of numbering, incorrect numbering, or lack of initials will not be grounds for disqualification of the Proposal.

14.41. The Price Proposal must be submitted digitally in XLS format (preferably prepared in EXCEL), rounded to two decimal places (quantities, unit price, and total price), and will be corrected if not submitted in this way. Failure to submit it is not grounds for disqualification.

14.42. The technical team of the agency responsible for the bidding process may carry out or propose due diligence to assess the feasibility of the proposal, or to adjust the proposal submitted by the highest-ranked bidder, in order to fully meet the estimated budget, be awarded amounts equal to or lower than the estimated amounts, always respecting the overall value offered in the negotiation phase.

14.43. The quantities for price formation must be extracted from ANNEX D – QUANTITY

SPREADSHEET, the projects, specifications, and other supplied documents. Price changes motivated by ignorance, omissions, mistakes, errors, or other factors that subsequently alter the proposed price will not be accepted.

14.44. The validity period of the revised proposal shall not be less than 90 (ninety) days, counting from the date of its submission.

15. FROM THE TRIAL PHASE

15.1. Once the negotiation phase is concluded, the Commission will verify whether the bidder provisionally ranked first meets the conditions for participation in the bidding process, in accordance with the provisions of...art. 14 of Law No. 14.133/2021, related legislation and in sub-item 9.4 of this notice, especially regarding the existence of any sanction that prevents participation in the bidding process or future contracting, by consulting the following registries:

I – Unified Supplier Registration System (SICAF);

II – Certificate of Registration (CRC)CE.

III – National Registry of Ineligible and Suspended Companies (CEIS), maintained by the Comptroller General of the Union (<https://www.portaltransparencia.gov.br/sancoes>); and

IV – National Registry of Punished Companies (CNEP), maintained by the Comptroller General of the Union (<https://www.portaltransparencia.gov.br/sancoes>).

15.2. The database searches will be conducted in the name of the bidding company.

15.2.1. The consultation with CNEP regarding the sanctions foreseen in Law No. 8,429/1992 will also occur using the name and CPF (Brazilian taxpayer ID) of the majority shareholder of the bidding company, if any, pursuant to Article 12 of said law.

15.3. If it appears in the Bidder Status Inquiry, if Indirect Impediments are found to exist, the Commission will investigate to verify if there was fraud on the part of the company indicated in the Indirect Impediments Report.

15.3.1. The attempted fraud will be verified through corporate ties, similar supply lines, among other factors.

15.4. The bidder will be summoned to give a statement prior to any potential disqualification.

15.5. If a sanction is found to exist, the bidder will be deemed ineligible due to a lack of eligibility to participate.

15.6. The Commission's decisions will be based on the opinions and reports, as stipulated in sub-item 10.2.1 of this notice.

15.7. If the participation requirements are met, the qualification procedure will begin.

15.8. If the bidder does not meet the eligibility requirements, the Committee will examine the subsequent proposal and so on, in order of ranking, until a proposal that meets the requirements of this tender is found, observing the deadline set forth in sub-item 14.26 of this tender.

15.9. The qualification documents of bidders whose proposals meet the requirements of the bidding process will only be made available for public access after the procedures described in the previous sub-item have been completed.

15.10. **The winning proposal will be disqualified if:**

15.10.1. Contain incurable defects;

15.10.2. Failure to comply with the Technical Specifications contained in this notice;

15.10.3. Presenting unfeasible prices or prices exceeding the maximum price defined for the contract. In the case of grouping items, the final proposal for the group cannot contain any item with a value higher than that estimated by the Administration.

15.10.3.1. If the lowest overall bid includes an item with a unit price higher than the estimate made by the Administration, the bidder must submit a detailed technical report justifying the offered unit price.

15.10.3.2. If the justification presented by the bidder is not accepted by the Administration, the bidder must adjust their proposal to the unit value of the budget prepared by the Administration, under penalty of disqualification of the proposal.

15.10.4. If its feasibility is not demonstrated, when required by the Administration;

15.10.5. To present non-compliance with any other requirements of this notice or its annexes, provided that it is irremediable;

15.11. The absence of verifiable documents on official websites is not grounds for disqualification.

15.12. The unfeasibility of the proposal, as stipulated in article 55 of State Decree No. 35.067/2022, amended by article 1 of State Decree No. 36.863/2025, will only be recognized after due diligence is carried out by the technical and/or legal area(s), as applicable, of the agency or entity promoting the bidding process, which proves:

I - that the bidder's cost exceeds the value of the proposal; and

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

15.13. In addition to the above provisions, the feasibility and overpricing analysis will consider the following:

15.13.1. Overpricing will be determined by exceeding the estimated total value and by exceeding a unit cost deemed relevant, as per the spreadsheet attached to the tender.

15.13.2. Proposals whose values are less than 75% (seventy-five percent) of the value budgeted by the Administration will be considered presumptively unfeasible, regardless of the execution regime. subject to the provisions of item 15.12 above.

15.13.2.1. Bidders whose prices fall below the threshold stipulated in item 15.13.2 must demonstrate the feasibility of their proposal through valid documents, such as: copies of signed contracts, invoices, tax receipts, and other suitable documents.

15.13.2.1.1. If the bidder wishes to demonstrate the feasibility of the proposal by submitting copies of similar contracts, executed or in execution, they must observe the following:

1) The subject matter of the benchmark contract must be of the same or similar nature to that of the tender;

2) The value of the benchmark contract must also be equivalent to that of the tender, understood as that which is not less than 50% (fifty percent) of the estimated price tendered;

3) The submitted contract must be accompanied by documents proving the reference price, such as the tender notice that served as the basis for the contract or a statement from the agency indicating the percentage discount applied by the bidder;

4) If the bidding process that resulted in the benchmark contract was of the highest discount type, the discount applied must be stated;

5) If the paradigm is a private law contract, the feasibility of the proposal will be evaluated considering the cost composition items forming curve A, of Annex D, of this Bidding Process, which must be equivalent to those of the winning proposal, understood as those that were up to 10% (ten percent) below the price offered in the bidding process;

6) The bidder must submit a statement from the contracting party (benchmark) attesting to the proper execution of the benchmark contract.

15.13.2.1.2. If the feasibility is demonstrated through invoices for supplies, the bidder shall present tax documents relating to the items forming curve A, of Annex D, and the prices must be equivalent, considered as those within the tolerance limit of 10% (ten percent) below the price offered in the bidding process.

15.13.2.1.3. If the bidder claims to already possess the product in stock to demonstrate feasibility, the quantities of these products must be compatible with the consumption of the services under analysis, and the respective item must correspond to those listed in curve A of Annex D. If the proof is partial, that is, it only covers some of the items in the aforementioned curve, the bidder, in relation to the others, will need to demonstrate, through market research indicating the source, or through a previously executed contract, the feasibility of the same items, observing the tolerance limit of 10% (ten percent) below the price offered in the bidding process.

15.13.2.2. If the proposal falls within 10% (ten percent) of the average prices offered in the bidding process, the proposal will only be accepted upon presentation by the bidder of a declaration attesting to the feasibility of the proposed value.

15.13.2.3. Upon receiving the proposal and detecting that the offered price is below the percentage stipulated in item 15.13.2, the contracting committee will request the bidder to prove, within 24 (twenty-four) hours, the feasibility as foreseen in the tender notice. The request will transcribe the provisions of items 15.13.2.1 and 15.13.2.2 and, after receiving the documents, these will be forwarded to the requesting body for analysis and issuance of an opinion.

15.13.2.4. If any document is missing after the bidder's return, a new request for further information will be allowed, with the same deadline previously given, and if the fulfillment is not satisfactory, the bidder will be disqualified. The examination by the contracting committee will not focus on the content of the documents, but only on the fulfillment of the request for further information.

15.13.2.5. Once the documentation has been submitted, and if the contracting committee does not detect any apparent formal inconsistency, the process will be sent to the contracting agency for feasibility assessment. If the agency deems further due diligence necessary, it will proceed accordingly, setting a deadline of 24 (twenty-four) hours for a response, after which, if the due diligence is not satisfactory, the bidder will be disqualified.

15.13.3. An additional guarantee will be required from the winning bidder whose proposal is less than 85% (eighty-five percent) of the value budgeted by the Administration, equivalent to the difference between the latter and the value of the proposal, without prejudice to other guarantees required under the Law.

15.13.3.1. The additional guarantee will be presented within the same timeframe and conditions as the contractual guarantee, in accordance with sub-items 20.6.1 and 20.6.2 of this tender and also in accordance with clause twelve of the draft contract.

15.14. If the estimated overall cost of the item being tendered has been broken down into its respective unit costs using a Cost and Price Formation Spreadsheet prepared by the Administration, the bidder ranked first will be called upon to present a spreadsheet prepared by them, with the respective values adjusted to the final value of their proposal, under penalty of the proposal not being accepted.

15.15. Errors in completing the spreadsheet do not constitute grounds for disqualifying the proposal. The spreadsheet may be adjusted by the bidder within the timeframe indicated by the committee, provided that there is no increase in price and that it is proven that this price is sufficient to cover all the costs of the contract.

15.15.1. The adjustment referred to in the previous item is limited to correcting errors or flaws that do not alter the substance of the proposals;

15.16. In the event of discrepancies between the service descriptions, units, and quantities listed in the bidders' proposals and those listed in the Annex to this tender, the descriptions in the aforementioned Annex shall prevail, and the bidder shall be required to perform the services in accordance with the specifications and details contained in this call for tenders.

15.17. The bidder must submit the same unit price for identical services. If the bidder submits different unit prices for identical services, the lowest of the submitted unit prices will be considered, and this will not, in any way, constitute grounds for disqualification.

16. FROM THE QUALIFICATION PHASE

16.1. Eligibility will be verified through the Unified Supplier Registration System – SICAF, of the Federal Government, or the Registration Certificate (CRC) issued by the Secretariat of Planning and Management (SEPLAG) of the State of Ceará, in the eligibility documents covered by them.

16.2. Verification in the Unified Supplier Registration System (SICAF) or the requirement for documents not contained therein will only be carried out in relation to the provisionally winning bidder.

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

16.4. As a prerequisite to examining the qualification documents of the bidder whose proposal is ranked first, the Commission will verify any possible non-compliance with the participation conditions stipulated in this tender.

16.5. If a sanction is found to exist and/or the conditions for participation are not met, the Commission will deem the bidder ineligible.

16.6. The qualification documents must be submitted either by the parent company or by the subsidiary participating in the bidding process. With the exception of documents that are valid for both the parent company and its branches, such as certificates of technical capacity, the contract will be signed with the headquarters that submitted the documentation.

16.7. Any document obtained through official websites, which is conditional upon acceptance via the internet, will have its authenticity verified by the Commission.

16.8. The documents must be within their validity period. If the document does not expressly state its validity, it must be accompanied by a declaration or regulation from the issuing body that stipulates its validity. In the absence of such a declaration or regulation, the document will be considered valid for a period of 90 (ninety) days, counted from the date of its issuance, when dealing with documents related to tax and economic-financial qualification.

16.9. Considering that in this procurement process, a prior assessment of the execution site is essential for a full understanding of the conditions and peculiarities of the object to be contracted, the bidder must certify, in accordance with the terms of ANNEX C.6 – MODEL OF THE INSPECTION CERTIFICATE FORM, under penalty of disqualification, who knows the location and conditions for performing the service, is guaranteed the right to conduct a prior inspection.

16.10. Bidders who choose to conduct a prior inspection will have exclusive dates and times provided by the Administration, to be scheduled. Please contact Mr. Luiz Mauro Aragão Rosa by phone at 85 3195-0200, so that your appointment does not coincide with the appointments of other bidders.

16.11. If the bidder chooses not to conduct an on-site inspection, they must provide a formal declaration, signed by their technical representative, acknowledging full knowledge of the terms and conditions of the contract. from ANNEX C.7 – MODEL OF THE DECLARATION OF WAIVER OF INSPECTION.

16.12. For the inspection, the company's legal representative or technical manager must be properly identified, presenting a civil identity document and a document issued by the company proving their qualification to carry out the inspection.

16.13. The preliminary inspection will be carried out in the presence of a designated employee, from Monday to Friday, between 8:00 am and 4:00 pm.

Legal qualification

16.14. The documentation relating to legal qualification will consist of:

16.14.1. Sole proprietorship: registration with the Public Registry of Commercial Companies, under the responsibility of the Commercial Registry of the respective headquarters;

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

16.14.3. Business corporation, single-member limited liability company – SLU or company identified as a sole proprietorship with limited liability – EIRELI: registration of the articles of incorporation, bylaws or articles of association in the Public Registry of Commercial Companies, under the responsibility of the Commercial Registry of the respective headquarters, accompanied by a document proving the identity of its administrators;

16.14.4. Foreign business entity: authorization decree to operate in Brazil, published in the Official Gazette of the Union and filed with the Commercial Registry of the federative unit where the branch, agency, subsidiary or establishment is located, which will be considered as its headquarters, according to Normative Instruction DREI/ME No. 77, of March 18, 2020.

16.14.5. Simple partnership: registration of the articles of incorporation with the Civil Registry of Legal Entities in the location of its headquarters, accompanied by supporting documentation from its administrators;

16.14.6.Branch, subsidiary or agency of a simple or business company: registration of the articles of incorporation of the branch, subsidiary or agency of the simple or business company, respectively, in the Civil Registry of Legal Entities or in the Public Registry of Commercial Companies where it operates, with annotation in the Registry where the parent company is headquartered;

16.14.7.Cooperative society: articles of incorporation and bylaws, along with the minutes of the assembly that approved them, duly filed with the Commercial Registry or registered with the Civil Registry of Legal Entities of the respective headquarters, in addition to the registration referred to in article 107 of Law No. 5,764, of December 16, 1971;

Technical qualification

16.15.The documentation relating to technical-professional and technical-operational qualifications, as per article 67 of Federal Law No. 14.133/2021, will be restricted to:

Technical-professional

16.15.1.Proof that the bidder has, as the technical manager on the date scheduled for document submission, professional(s) duly registered with CREA or CAU, as applicable, holding a Certificate of Technical Experience with a registered certificate proving the execution of works or services with technical characteristics similar to those of the object of this bidding process.

16.15.1.1. The professional's connection to the bidder may be proven through employment relationships, service contracts, a corporate link between the company and the specialized professional, or even a declaration of future hiring of the professional. This declaration must be accompanied by a statement of consent from the professional.

16.15.1.2. When dealing with a director or partner of the bidding company, such proof will be provided through the articles of incorporation and a certificate from CREA or CAU, as applicable.

16.15.1.3. Certificates or attestations of technical responsibility from professionals who, according to regulations, have given rise to the application of the sanctions provided for in items III and IV of article 156 of Law No. 14.133/2021 as a result of proposed guidance, technical prescription, or any professional act under their responsibility will not be accepted.

16.15.1.4. For the purposes of the verification referred to in sub-item 16.15.1, the certificates or attestations must relate to the following most relevant or significant value parts of the object:

the) Water distribution network installationPVC JE (DN $\geq$ 50mm) with a diameter equal to or greater than 50mm;

b) Execution of a water main or pumping line, PVC JE (DN $\geq$ 150mm) with a diameter equal to or greater than 150mm;

w)Execution of 2 Water Pumping Stations of at least (01) one CMB with flow rate equal to or greater than 15.00 l/s;

d) Construction of a Water Treatment Plant with a flow rate equal to or greater than 25 l/s;

Technical-operational

16.15.2. Proof of registration or enrollment of the bidder with the CREA or CAU, as applicable, in the location of the bidder's headquarters, and that it is fully valid;

16.15.3. Proof of operational capacity to execute works or services of similar technological and operational complexity equivalent to or greater than the object of this contract, through the presentation of certificate(s) or attestations duly issued by the competent professional council.

16.15.3.1. For the purposes of the verification referred to in sub-item 16.15.3, the certificates or attestations must relate to the following most relevant or significant value parts of the object:

ITEM	(%) ORÇAMENTO	UNIDADE	QUANT MIN	(%) QUANT TOTAL ESTIMADA
Execução de adutora ou linha de recalque, PVC JE (DN ≥ 150mm) com extensão igual ou superior a 5158 metros com diâmetro igual ou superior a 150mm;	11,05%	metros	5158	45,55%
Execução de rede de distribuição de água, PVC JE (DN ≥ 50mm) com extensão igual ou superior a 37800 metros;	35,85%	metros	37800	49,98%
Execução de 2 Estações Elevatórias de Água de pelo menos (01) um CMB com vazão igual ou superior a 15,00l/s;	6,19%	und	2	N/A
Execução de Estação de Tratamento de Água com vazão igual ou superior a 25 l/s;	19,98%	und	N/A	N/A

16.15.3.2. For the purpose of proving the minimum quantity, the sum of different certificates issued, including those issued concurrently, will be accepted.

16.15.3.2.1. For the purpose of demonstrating the technical and operational capacity of the bidding company, the services must have been fully executed, according to the specified scope. Proof of experience relating to each of the clauses may be presented in separate certificates.

16.15.3.2.2. The consortium companies must comply with the provisions of sub-item 9.5.7 of this tender document.

16.15.3.2.3. Certificates of technical capacity may be submitted in the name of the parent company or a subsidiary of the bidding company.

Tax, social security and labor qualifications

16.16. Tax, social security, and labor eligibility will be assessed by verifying the following requirements:

16.16.1. Registration in the national register of legal entities (CNPJ);

16.16.2. Registration in the state and/or municipal taxpayer registry, if any, relating to the bidder's domicile or headquarters, relevant to its line of business and compatible with the contractual object;

16.16.3. Proof of good standing with the federal, state and/or municipal tax authorities of the bidder's domicile or headquarters, or equivalent authority, as required by law;

16.16.4. Regularity regarding social security and the FGTS (Severance Indemnity Fund), demonstrating compliance with the social charges established by law;

16.16.5. Compliance with labor court regulations;

16.16.6. Compliance with the provisions of item XXXIII of article 7 of the Federal Constitution;

16.17. If the bidder is considered exempt from state and/or municipal taxes related to the contractual object, they must prove this condition by presenting a declaration from the respective tax authority of their domicile or headquarters, or another equivalent document, as required by law.

16.18. The documents listed in sub-item 16.16 may be replaced or supplemented, in whole or in part, by other means capable of proving the bidder's regularity, including by electronic means. Proof of compliance with the provisions of sub-items 16.16.3, 16.16.4 and 16.16.5 must be provided in accordance with specific legislation.

16.19. For States and Municipalities that issue separate proof of tax compliance, applicants must submit the respective certificates.

16.20. Documents relating to tax compliance will only be required, in any case, after the evaluation of bids, and only from the highest-ranked bidder.

Economic and financial qualification

16.21. Economic and financial eligibility will be assessed through the presentation of the following documentation:

16.21.1. Certificate of no pending bankruptcy proceedings issued by the distributor of the bidder's headquarters, except for cooperative societies, as provided for in Article 4 of Law No. 5,764/1971. In the case of a natural person or a simple partnership, a certificate of no pending civil insolvency proceedings issued by the distributor of the bidder's domicile or headquarters.

16.21.1.1. In the absence of a tax clearance certificate, the bidder undergoing judicial reorganization must prove its regularity and economic-financial viability by presenting at least one of the following documents: a court decision recognizing the judicial reorganization situation; a reorganization plan in execution; updated accounting statements; and, when applicable, the provision of additional or substitute guarantees, as provided for in this notice and in law.

16.21.2. Balance sheet, income statement and other financial statements for the last 2 (two) fiscal years;

16.21.2.1. If the legal entity has been incorporated for less than 2 (two) years, the statement of income and other accounting statements shall be limited to the last fiscal year, as provided for in Article 69, § 6 of Law No. 14,133/2021.

16.21.2. 2. Companies created during the fiscal year of the bidding process must meet all qualification requirements and will be authorized to replace the accounting statements with the opening balance sheet, as provided for in Article 65, §1 of Law No. 14.133/2021.

16.21.2.3. In the case of legal entities subject to Digital Accounting Records (ECD) through the Public Digital Accounting System (Sped), the submission of the ECD is permitted, in accordance with the deadline defined in the Regulations of the Federal Revenue Service.

16.21.3. General Liquidity Index (LG), Current Liquidity (LC) and General Solvency (SG) greater than 1 (one), proven by the bidder's presentation of a balance sheet, income statement and other accounting statements for the last 2 (two) fiscal years and obtained by applying the following formulas: General Liquidity (LG) = (Current Assets + Long-Term

Receivables) / (Current Liabilities + Non-Current Liabilities); (LC) = Current Assets / Current Liabilities; and (SG) = (Total Assets / (Current Liabilities + Long-Term Liabilities).

16.21.4. Pminimum net asset valueout of 10%(ten percent)ofestimated valuefrom the value of the bidder's adjusted proposal until the date of submission of the Qualification Documents and Final Price Proposals.

16.22. Companies created during the fiscal year of the bidding process must meet all qualification requirements and may replace the accounting statements with the opening balance sheet as provided for in Article 65, §1 of Law No. 14.133/2021.

16.23. The consortium companies must comply with the provisions of sub-item 9.5.7 of this tender document.

17. APPEALS

17.1.The filing of an appeal regarding the evaluation of proposals, the qualification or disqualification of bidders, or the annulment or revocation of the bidding process, shall comply with the provisions of...Article 165 of Law No. 14.133/2021.

17.2. The appeal period is 3 (three) business days, counted from the date of notification or the date of drafting of the minutes of the proposal's judgment, or the date of qualification or disqualification.

17.3. The Commission will announce, in the system used to conduct the bidding process, the resumption of the public session at least 24 (twenty-four) hours in advance to judge the proposal and qualify or disqualify the provisionally winning bidder, at which time bidders will be granted a period of 10 (ten) minutes to express their intention to appeal, under penalty of preclusion.

17.4.The requests should be submitted through the designated field in the system.

17.5. The appeal shall be addressed to the authority that issued the act or rendered the appealed decision, which may reconsider its decision within 3 (three) business days, or, within the same period, forward the appeal to the superior authority, which must render its decision within 10 (ten) business days, counted from the receipt of the case file.

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

17.7. The deadline for other bidders to submit counter-arguments to the appeal will be 3 (three) business days, counted from the date of personal notification or publication of the appeal's filing, ensuring immediate access to the elements essential for defending their interests.

17.7.1.If the bidder deems it necessary to submit supplementary documents for a better understanding of their reasons and/or counter-arguments for appeal, they must provide a link within the document so that said documents are freely accessible to the Committee and other interested parties.

17.8. The appeal and the request for reconsideration will have a suspensive effect on the appealed act or decision until a final decision is reached by the competent authority.

17.9. The acceptance of the appeal invalidates only those acts that cannot be salvaged.

17.10. Appeals that are untimely and/or signed by a representative who is not legally authorized or identified in the bidding process to represent the bidder will not be considered.

17.11. The case files will remain available for review by interested parties on the National

Public Procurement Portal (PNCP), as applicable, and at the Bidding Center at the address specified in sub-item 7.1 of this notice.

18. ADMINISTRATIVE OFFENSES AND SANCTIONS

18.1. Commits an administrative infraction, under the terms of article 155 of Law No. 14.133/2021, the bidder who, with intent or negligence:

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

18.1.2. Except in cases of duly justified supervening events, the proposal should not be maintained, especially when:

18.1.2.1. Do not submit the appropriate offer based on the last bid offered or after negotiations have concluded;

18.1.2.2. Refusing to send the detailed proposal when required;

18.1.2.3. To request disqualification when the competitive phase ends; or

18.1.2.4. Submitting a proposal that does not comply with the specifications of the tender;

18.1.3. Failure to execute the contract or to submit the required documentation for the contracting process when summoned within the validity period of their proposal;

18.1.3.1. Refusing, without justification, to sign the contract or to accept or withdraw the equivalent instrument within the time frame established by the Administration;

18.1.4. Submitting a false statement or documentation required for the bidding process, or providing a false statement during the bidding process;

18.1.5. To rig the bidding process;

18.1.6. To behave improperly or to commit fraud of any kind, especially when:

18.1.6.1. To act in collusion with or in violation of the law;

18.1.6.2. Deliberately inducing error in judgment;

18.1.7. To commit illegal acts with a view to frustrating the objectives of the bidding process;

18.1.8. To commit a harmful act as defined in Article 5 of Law No. 12,846/2013.

18.2. Focusing on Law No. 14.133/2021 The Administration may, after ensuring the right to a prior defense, apply the following sanctions to bidders and/or successful bidders, without prejudice to civil and criminal liability:

18.2.1. Warning;

18.2.2. Fine;

18.2.3. Impediment to bidding and contracting and

18.2.4. Declaration of ineligibility to bid or contract, for as long as the reasons for the punishment persist or until rehabilitation is promoted before the same authority that applied the penalty;

18.3. The following will be considered when applying sanctions:

I – The nature and severity of the offense committed;

II–The specific characteristics of the case;

III–Aggravating or mitigating circumstances;

IV–The damages that may arise from it for the Public Administration;

V –The implementation or improvement of an integrity program, in accordance with the standards and guidelines of the regulatory bodies.

18.4. The penalty fine may not be less than 0.5% (five tenths of one percent) nor greater than 30% (thirty percent) of the value of the tendered contract, according to §3 of article 156 of Law No. 14.133/2021.

18.5. The fine will be collected within a maximum period of 10 (ten) working days, counting from the official notification.

18.6. For the infractions foreseen in sub-items 17.1.1, 17.1.2 and 17.1.3, the fine will be 10% (ten percent) of the value of the tendered contract.

18.7. For the infractions foreseen in sub-items 17.1.4, 17.1.5, 17.1.6, 17.1.7 and 17.1.8, the fine will be 30% (thirty percent) of the value of the tendered contract.

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

18.9. In the application of the fine sanction, the interested party will be allowed to defend themselves within a period of 15 (fifteen) working days, counted from the date of their notification.

18.10. The sanction of being barred from bidding and contracting will be applied to the responsible party as a result of the administrative infractions listed in sub-items 18.1.1, 18.1.2 and 18.1.3, when the imposition of a more severe penalty is not justified, and will prevent the responsible party from bidding and contracting within the scope of the direct and indirect Public Administration of the federative entity to which the body or entity belongs, for a maximum period of 3 (three) years.

18.11. The responsible party may be subject to the sanction of being declared ineligible to bid or contract, as a result of committing the infractions set forth in sub-items 18.1.4, 18.1.5, 18.1.6, 18.1.7 and 18.1.8, as well as the administrative infractions provided for in sub-items 18.1.1, 18.1.2 and 18.1.3 that justify the imposition of a more severe penalty than the sanction of being barred from bidding and contracting, the duration of which will observe the period stipulated in art. 156, §5º, of Law No. 14.133/2021.

18.12. The unjustified refusal by the successful bidder to sign the contract, or to accept or withdraw the equivalent instrument within the deadline established by the Administration, as described in sub-item 18.1.3, will characterize a total breach of the obligation assumed and will subject them to penalties and the immediate loss of the bid guarantee, if any, in favor of the agency or entity promoting the bidding process.

18.12.1. The guarantee requirement mentioned in the previous sub-item will comply with the provisions of article 58 of Law No. 14.133/2021.

18.13. The bidder will pay the fine through a State Collection Document (DAE), which may be replaced by another legal instrument, in the name of the contracting body; if they fail to do so, it will be collected through enforcement proceedings.

19. OF THE AWARD AND APPROVAL

19.1. The awarding of the contract and the approval of the bidding process are the responsibility of the superior authority.

19.2. The system will generate the dispute report and the adjudication and approval report.

20. ABOUT THE HIRING

20.1. The successful bidder will have a period of 5 (five) working days, counted from the date of notification, to sign the contract. This period may be extended once for an equal period, provided that it is requested during its course and, even then, only if duly justified and accepted.

20.1.1. The contract may be signed using digital certification, with authenticity recognized by ICP-Brasil.

20.2. Upon signing the contract, the contractor will be required to provide proof of the eligibility requirements stipulated in this notice, which must be maintained throughout the contract period, as well as the presentation of the Certificate of Registration – CRC, issued by the Planning and Management Secretariat of the State of Ceará, as per item I of article 25 of Decree No. 35.322/2023 and, where applicable, proof of payment of the performance guarantee, as established in item 20.8.1 of this notice.

20.3. In the case of foreign business entities, they must present, as applicable, their registration with the competent professional body in Brazil at the time of contracting, in accordance with §7 of article 67 of Law 14.133/2021.

20.4. Proof of opening an account at Banco Bradesco will also be required.

20.5. If the successful bidder fails to prove the eligibility requirements stipulated in this notice, and refuses to sign the contract, another bidder may be invited by the Commission, provided that the order of classification is respected, to sign the contract after the eligibility requirements have been verified and negotiations have taken place.

20.6. The method of payment, contractual term, obligations, penalties, readjustment, delivery and receipt, guarantee, and detailed specifications for the execution of the contract are defined depending on the case in ANNEX F – CONTRACT DRAFT and ANNEX K – DETAILED PROJECT, which are integral parts of this notice.

20.7. Regarding Subcontracting.

20.7.1. It will be admitted. Partial subcontracting of the object, up to a limit of 30% (thirty percent) - Decree 35067/2022 of the total contract value.

20.7.2. Subcontracting the entire obligation or the principal portion thereof is prohibited.

20.7.3. In any case of subcontracting, the contractor remains fully responsible for the perfect execution of the contract, being responsible for supervising and coordinating the subcontractor's activities, as well as being accountable to the contracting party for the strict fulfillment of the contractual obligations corresponding to the object of the subcontract.

20.7.4. Subcontracting depends on prior authorization from the contracting party, who is responsible for assessing whether the subcontractor meets the necessary technical qualification requirements for the execution of the project.

20.7.5. The contractor will present documentation to the Administration proving the technical

capacity of the subcontractor, which will be evaluated and added to the corresponding case file.

20.7.6. Subcontracting of a natural or legal person is prohibited if that person or their directors maintain 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 contracting process or acts in the supervision or management of the contract, or if they are their spouse, partner, or relative in a direct, collateral, or affinity line, up to the third degree.

20.8. Regarding the Warranty.

20.8.1. Contractual guarantees will be required under the terms and deadlines established in clause twelve of the contract draft. Failure to provide a guarantee is equivalent to an unjustified refusal to enter into the contract, constituting a total breach of the obligation assumed, and the successful bidder will be subject to legally established penalties, including fines.

20.8.2. If the surety bond modality is adopted, as provided for in item II of § 1 of article 96 of Law No. 14.133/2021, the bidder must present it in the amount corresponding to 5% (five percent) of the contracted value, within 1 (one) month from the date of approval of the bidding process and prior to the signing of the contract, as per § 3 of the same article.as mentioned above.

21. OF FRAUD AND CORRUPTION

21.1. Bidders must observe, and the contractor must observe and ensure that its suppliers and subcontractors observe, if subcontracting is permitted, the highest ethical standards throughout the entire bidding, contracting, and execution process of the contractual object. For the purposes of this item, the following practices are defined:

- a) “corrupt practice”: offering, giving, receiving or soliciting, directly or indirectly, any advantage with the aim of influencing the actions of a public servant in the bidding process or in the execution of a contract;
- b) “fraudulent practice”: the falsification or omission of facts, with the aim of influencing the bidding process or the execution of a contract;
- c) “collusive practice”: to scheme or establish an agreement between two or more bidders, with or without the knowledge of representatives or agents of the bidding body, aiming to establish prices at artificial and non-competitive levels;
- d) “coercive practice”: causing harm or threatening to cause harm, directly or indirectly, to people or their property, with the aim of influencing their participation in a bidding process or affecting the execution of the contract.
- e) “obstructive practice”:
 - (1) destroy, falsify, alter or conceal evidence during inspections or make false statements to representatives of the multilateral financial institution, with the aim of materially obstructing the investigation of allegations of a practice covered by this sub-item;
 - (2) acts whose intention is to materially impede the exercise of the right of the multilateral financial institution to carry out an inspection.

21.2. In the event of partial or full financing by a multilateral financial organization, through advance payment or reimbursement, this organization will impose sanctions on a company or individual for the awarding of contracts financed by the organization if, at any time, it finds that the company is involved, directly or through an agent, in corrupt, fraudulent, collusive, coercive,

or obstructive practices when participating in the bidding process or execution of a contract financed by the organization.

21.3. Considering the purposes of the items above, the winning bidder, as a condition for the contract, must agree and authorize that, if the contract is financed, in part or in full, by a multilateral financial organization, through advance payment or reimbursement, it will allow the financial organization and/or persons formally designated by it to inspect the contract execution site and all documents and records related to the bidding process and the execution of the contract.

21.4. The contracting party, ensuring the right to a prior defense, will apply the relevant administrative sanctions, as provided for in Federal Law No. 8,666 of June 21, 1993, if it proves the involvement of a representative of the company or the contracted individual in corrupt, fraudulent, collusive, or coercive practices during the bidding process or in the execution of the contract financed by a multilateral financial organization, without prejudice to other administrative, criminal, and civil measures.

22. GENERAL PROVISIONS

22.1. Approval of the results of this bidding process does not imply a right to a contract.

22.2. The rules governing bidding processes will always be interpreted in a way that favors broadening the competition among interested parties, provided that this does not compromise the interests of the Administration, the principle of equality, the purpose, and the security of the contract.

22.3. Bidders assume all costs of preparing and submitting their proposals, and the Administration will not, under any circumstances, be liable for these costs, regardless of the conduct or outcome of the bidding process.

22.4. In calculating the deadlines established in this notice, starting days will be excluded and due dates will be included. The deadlines established in this notice for the external phase begin and end only on the business days and hours of the Bidding Center. The other deadlines begin and end exclusively on business days of the contracting entity.

22.5. Failure to meet non-essential formal requirements will not result in the disqualification of a bidder, provided that the act can be salvaged, observing the principles of equality and public interest.

22.5.1. Errors or flaws that do not alter the substance of the proposals, the qualification documents, and their legal validity will be remedied by the Commission through a reasoned decision, recorded and accessible to all, attributing effectiveness to them for the purposes of qualification and classification, in accordance with item VIII of article 24, paragraph 4 of article 75, and item V of article 98, all of State Decree No. 35,067/2022.

22.5.2. Among other things, errors in completing the proposal that are correctable include arithmetic errors and the indication of tax and contribution payments under the Simples Nacional regime when this regime is not applicable.

22.6. In case of discrepancies between the provisions of this Notice and its annexes or other documents that make up the process, the provisions of this Notice shall prevail.

22.7. The Commission or competent authority may, at any stage of the bidding process, conduct investigations aimed at clarifying or supplementing the information in the bidding

process.

22.8. Failure to meet the deadlines established in this notice and/or by the Commission, or failure to respond to requests, will result in the DISQUALIFICATION or INVALIDATION of the bidder.

22.9. All documentation will form part of the case file and will not be returned to the bidder, even if it consists of originals.

22.10. The bidders' legal representatives are responsible for the accuracy and legitimacy of the information and documents submitted at any stage of the bidding process.

22.11. Any omissions will be resolved by the Commission, in accordance with the relevant legislation.

22.12. The court designated for the adjudication of any legal matters arising from this notice shall be the District of Fortaleza, Capital of the State of Ceará.

22.13. The following annexes are incorporated into this Notice for all purposes and effects:

APPENDIX A – RISK MATRIX

APPENDIX B – MODEL CONFIDENTIALITY AGREEMENT

APPENDIX C – LETTER AND DECLARATION TEMPLATE

APPENDIX C.1 – PRICE PROPOSAL LETTER

APPENDIX C.2 – LEGAL REPRESENTATIVE DATA SHEET

ANNEX C.3 – DECLARATION OF AUTHENTICITY OF DOCUMENTS (Attach with the qualification documents)

ANNEX C.4 DECLARATION OF ABSENCE OF FACTS PREVENTING QUALIFICATION

ANNEX C.5 – DECLARATION THAT PROPOSALS INCLUDE ALL COSTS

ANNEX C.6 – MODEL OF THE INSPECTION CERTIFICATE FORM

ANNEX C.7 – MODEL OF THE DECLARATION OF WAIVER OF INSPECTION

APPENDIX D – QUANTITY SPREADSHEET

APPENDIX E – PHYSICAL SCHEDULE TEMPLATE

APPENDIX F – DRAFT CONTRACT

ANNEX F.1 – ANNEX TO THE DRAFT CONTRACT - AUTHORIZATION TO PROCEED WITH THE REGISTRATION OF SOCIAL SECURITY DEBTS FROM THE CONTRACT IN THE ACTIVE DEBT.

APPENDIX G – ANALYTICAL COMPOSITION SPREADSHEET OF THE BDI RATE (SERVICES AND MATERIALS)

APPENDIX H – SPREADSHEET OF LABOR AND SOCIAL CHARGES COMPOSITION

ANNEX I – MODEL FORM FOR COMPOSITION OF UNIT PRICES OF SERVICES, MATERIALS AND EQUIPMENT

ANNEX J – ENVIRONMENTAL AND OCCUPATIONAL SAFETY RULES

APPENDIX K – DETAILED DESIGN

Fortaleza/CE, February 5, 2026.

Bruno Gaspar Marques

Expenditure Authorizer

Analyzed and approved by:

Legal Advisory Services SETUR

APPENDIX A – RISK MATRIX

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUizCPwzW88?usp=sharing

APPENDIX B – MODEL CONFIDENTIALITY AGREEMENT

PLACE AND DATE

SUBJECT: EXECUTION OF SERVICES FOR THE IMPLEMENTATION OF A WATER SUPPLY SYSTEM IN LOCATIONS WITHIN THE MUNICIPALITY OF BEBERIBE, INCLUDING THE SUPPLY OF MATERIALS AND EQUIPMENT.

....., registered under CNPJ no. , through its legal representative, the(a)Mr./Ms....., holder of Identity Card No..... and CPF No.

I DECLARE that I will not disclose the nature or content of any information owned by CAGECE or the STATE TOURISM SECRETARIAT, or held by them, in their areas of operation, to which I have access, except with the formal and express authorization of the person responsible for the information, and I reaffirm my commitment to the careful safekeeping, handling, or use of this information. This commitment will remain in effect even after the termination of the relationship between the parties, for the periods stipulated in current legislation.

.....

Name(s) and signature(s) of the legal representative(s) of the Proponent

APPENDIX C.1 – PRICE PROPOSAL LETTER

(Applicant's letterhead, containing address and telephone number)

To the Central Procurement Committee – CCC

Fortaleza – CE

Ref.: ELECTRONIC COMPETITION No. 20260002/SETUR/CCC

Dear sirs,

We hereby present to you our proposal for the execution of the works that are the subject of the INTERNATIONAL ELECTRONIC COMPETITION Notice No. 20260002/SETUR/CCC for the total price of R\$_____ (_____), with an execution period of _____ (_____) consecutive days.

Should we be awarded the object of this tender, we undertake to sign the contract within the timeframe specified in the call for tenders, designating for this purpose Mr. _____, Identity Card No. _____ issued on __/__/____, Issuing Authority _____ and CPF No. _____, as the legal representative of this company.

We inform you that the validity period of our proposal is _____ (_____) consecutive days, starting from the date of the opening of the bidding process.

Finally, we declare, under applicable administrative sanctions, including criminal penalties, that all documentation attached to the system is authentic.

Yours sincerely,

.....
PROPOSING COMPANY / CNPJ LEGAL REPRESENTATIVE / CPF

APPENDIX C.2 – LEGAL REPRESENTATIVE DATA SHEET

(Applicant's letterhead, containing address and telephone number)

To the Central Procurement Committee – CCC

Fortaleza – CE

REF.:INTERNATIONAL ELECTRONIC TENDER NO. 20260002/SETUR/CCC, WHOSE OBJECT IS THE EXECUTION OF SERVICES FOR THE IMPLEMENTATION OF A WATER SUPPLY SYSTEM IN LOCATIONS WITHIN THE MUNICIPALITY OF BEBERIBE, WITH THE SUPPLY OF MATERIALS AND EQUIPMENT

Personal data of the representative(s) and/or attorney(s) of the future CONTRACTED PARTY, designated for signing the Contract:

NAME:

NATIONALITY:

MARITAL STATUS:

PROFESSION:

RG:

CPF:

HOME:

CITY:

State:

LANDLINE:

CELL PHONE:

E-MAIL:

ANNEX C.3 – MODEL DECLARATION OF AUTHENTICITY OF DOCUMENTS

(LETTERHEAD)(FROM THE PROPONENT)

DECLARATION

(name / company name) _____, registered with CNPJ no. _____, through its legal representative Mr./Ms. _____, holder of Identity Card No. _____ and CPF number _____, [Name], declare, under applicable administrative sanctions, including criminal sanctions and under penalty of law, that all documentation attached to the system is authentic.

Location and date

**Signature of the legal representative
(Name and position)**

ANNEX C.4 DECLARATION OF ABSENCE OF FACTS PREVENTING QUALIFICATION

(Applicant's letterhead, containing address and telephone number)

To the Central Procurement Committee

Fortaleza – CE

REF.:INTERNATIONAL ELECTRONIC TENDER NO. 2026002/SETUR/CCC, WHOSE OBJECT IS THE EXECUTION OF SERVICES FOR THE IMPLEMENTATION OF A WATER SUPPLY SYSTEM IN LOCATIONS WITHIN THE MUNICIPALITY OF BEBERIBE, WITH THE SUPPLY OF MATERIALS AND EQUIPMENT

_____ (Company Name of the bidder) _____
(CNPJ No.), located at _____ (full address), declares, under penalty of law, that our directors, legal or technical representatives, members of technical, advisory, deliberative or administrative boards, or partners, are not employees or hold commissioned positions at SETUR, and that our company is not subject to any of the impediments listed in item 3.5 of the aforementioned bidding notice.

Location and Date

Yours sincerely,

Bidding Company Name/CNPJ Signature of Legal Representative
(legible or followed by a stamp)

ANNEX C.5 – DECLARATION THAT PROPOSALS INCLUDE ALL COSTS

(Applicant's letterhead, containing address and telephone number)

To the Central Procurement Committee

Fortaleza – CE

REF.:INTERNATIONAL ELECTRONIC TENDER NO. 20260002/SETUR/CCC, WHOSE OBJECT IS THE EXECUTION OF SERVICES FOR THE IMPLEMENTATION OF THE WATER SUPPLY SYSTEM IN LOCATIONS OF THE MUNICIPALITY OF BEBERIBE, WITH THE SUPPLY OF MATERIALS AND EQUIPMENT.

We hereby declare, under penalty of disqualification, that the economic proposals submitted by this company include the entirety of the costs for fulfilling the labor rights guaranteed in the Federal Constitution, labor laws, infra-legal norms, collective bargaining agreements, and terms of adjustment of conduct in effect on the date of submission of the proposals, as provided for in §1 of article 63 of Federal Law No. 14,133 of 2021.

Yours sincerely,

.....

APPLICANT COMPANY NAME / CNPJ (Brazilian Taxpayer Identification Number) LEGIBLE
SIGNATURE OR SIGNATURE FOLLOWED BY STAMP

ANNEX C.6 – MODEL OF THE INSPECTION CERTIFICATE FORM

INTERNATIONAL ELECTRONIC COMPETITION No. 20260002/SETUR/CCC

(Applicant's Letterhead)

I, _____ (Duly qualified Legal Representative) of the company _____, DECLARE, for all due purposes, that I have visited the locations and conditions where the services of _____ will be performed, having become aware of all the peculiarities and characteristics of the services, including the possible difficulties that may burden our company in the future during their execution.

Therefore, I declare that I am aware that the price proposed by the company is in accordance with the requirements of the tender and its annexes, and thus, within this proposal, we undertake to fully honor all the requirements of the tender document no. _____ of the _____ (contracting unit), without any right to future claims, under the allegation of any lack of knowledge regarding the particularities of the object.

Place and date,

NAME (TECHNICAL MANAGER OR LEGAL REPRESENTATIVE OF THE BIDDER)

(signature and stamp including ID or CPF number)

NAME (CONTRACTING UNIT MANAGER)

(signature and stamp including name)

ANNEX C.7 – MODEL OF THE DECLARATION OF WAIVER OF INSPECTION

INTERNATIONAL ELECTRONIC COMPETITION No. 20260002/SETUR/CCC

(Applicant's Letterhead)

I, _____ (Duly qualified Legal Representative) of the company _____, DECLARE, for all due purposes, that I choose not to conduct an inspection of the locations where the services of _____ will be performed. I FURTHER DECLARE that I am aware of all the peculiarities and characteristics of the services, including the possible difficulties that may burden our company in the future during their execution, and I assume full responsibility for any consequences that may arise from this omission.

Therefore, I declare that I am aware that the price proposed by the company is in accordance with the requirements of the tender and its annexes, and thus, within this proposal, we undertake to fully honor all the requirements of the tender document no. _____ of the _____ (contracting unit), without any right to future claims, under the allegation of any lack of knowledge regarding the particularities of the object.

Place and date,

NAME (TECHNICAL MANAGER OR LEGAL REPRESENTATIVE OF THE BIDDER)

(signature and stamp including ID or CPF number)

APPENDIX D – QUANTITY SPREADSHEET

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUlzCPwzW88?usp=sharing

APPENDIX E – PHYSICAL SCHEDULE TEMPLATE

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUlzCPwzW88?usp=sharing

APPENDIX F – DRAFT CONTRACT

Contract No. ____ / 20__

Case No. _____

CONTRACT ENTERED INTO BETWEEN
(O)A _____ AND (O)A _____,
QUALIFIED BELOW, FOR THE PURPOSE STATED
HEREIN.

The company _____, located at _____, registered with the CNPJ under number _____, hereinafter referred to as the CONTRACTING PARTY, represented in this act by _____, (nationality), holder of Identity Card number _____, and CPF number _____, residing and domiciled in (Municipality - State), at _____, and the company _____, with headquarters at _____, Postal Code: _____, Phone: _____, registered with the CPF/CNPJ under number _____, hereinafter referred to as the CONTRACTED PARTY, represented in this act by _____, (nationality), holder of Identity Card number _____, and CPF number _____, residing and domiciled in (Municipality - State), at _____, have agreed to enter into this contract under the following clauses and conditions:

FIRST CLAUSE – BASIS FOR THE CLAUSE

1.1. This contract is based on International Electronic Tender No. 20260002-SETUR/CCC, and its annexes, the precepts of public law, Federal Law No. 14.133, of April 1, 2021, and other legislation applicable to the fulfillment of its object.

CLAUSE TWO – BINDING NATURE OF THE TENDER NOTICE AND THE PROPOSAL

2.1. Compliance with this contract is contingent upon the terms of International Electronic Tender No. 20260002/SETUR/CCC, the Technical Specifications, the contractor's proposal, and any annexes to the respective documents, which form part of this instrument, regardless of whether they are transcribed.

THIRD CLAUSE – SUBJECT MATTER

3.1. The purpose of this instrument is to **Execution of services for the implementation of the water supply system in locations within the municipality of Beberibe, including the supply of materials and equipment.**, duly specified in the International Electronic Tender Notice No. 20260002/SETUR/CCC, regardless of transcription.

CLAUSE FOURTH – TERM AND EXTENSION

4.1. The term of this contract is 30 (thirty) months, counted from the date of publication of the contract extract in the official press, in accordance with art. 105 in conjunction with art. 94, both

of Federal Law No. 14.133/2021, allowing for its extension provided that the competent authority certifies that the conditions and prices remain advantageous for the Administration, allowing negotiation with the CONTRACTOR.

FIFTH CLAUSE – CONTRACT EXECUTION

5.1. The indirect execution regime will be carried out through unit price contracts.

5.2. The term for execution of the contractual object is 24 (twenty-four) months, counted from the receipt of the first service order or equivalent instrument.

5.2.1. The execution period may be extended, in accordance with Law No. 14.133/2021.

CLAUSE SIXTH – SUBCONTRACTING

6.1. Partial subcontracting of the contractual object will be permitted under the terms established in sub-item 20.7 of the tender document.

SEVENTH CLAUSE – PRICE

7.1. The total value of the contract is R\$ ____ (_____).

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

CLAUSE EIGHT – PAYMENT

8.1. Settlement

8.1.1. Upon receipt of the service measurement duly certified by the inspection and the invoice or equivalent billing document, a period of 10 (ten) working days will begin for settlement purposes, extendable for an equal period.

8.1.1.1. The deadline referred to in the previous sub-item will be reduced by half, while maintaining the possibility of extension, in the case of contracts resulting from expenses whose values do not exceed the limit referred to in item II of article 75 of Law No. 14,133/2021.

8.1.2. The settlement of expenses consists of verifying the right acquired by the creditor based on the titles and documents proving the respective credit, observing the provisions of article 63 of Law No. 4,320, of March 17, 1964.

8.1.3. If there is an error in the presentation of the invoice or equivalent billing document, or any circumstance that prevents the settlement of the expense, the payment will be suspended until the contractor takes the corrective measures, with the deadline restarting after proof of regularization of the situation, without any cost to the contracting party;

8.1.4. The invoice or equivalent billing document must be accompanied by proof of tax compliance, verified through an online consultation with SICAF or, if access to said system is impossible, through consultation of official websites or the documentation mentioned in sub-item 16.16 of the tender notice.

8.1.5. The Administration must consult SICAF to: a) verify the maintenance of the eligibility conditions required in the tender notice; b) identify any possible reason that implies a prohibition on contracting with the Public Authority, as well as indirect impediments.

8.1.6. If the contractor's situation is found to be irregular in the SICAF system, they will be notified in writing to regularize their situation or, within the same period, present their defense. This period may be extended once, for an equal period, at the discretion of the contracting party.

8.1.7. If the situation is not rectified or if the defense is deemed unfounded, the contracting party must notify the bodies responsible for monitoring tax compliance regarding the contractor's default, as well as the existence of a payment to be made, so that the appropriate and necessary means can be taken to guarantee the receipt of their credits.

8.1.8. If the irregularity persists, the contracting party must take the necessary measures to terminate the contract within the corresponding administrative proceedings, ensuring the contractor the right to a full defense.

8.1.9. If the object of the work is effectively executed, payments will be made normally until a decision is made to terminate the contract, should the contractor fail to rectify their situation.

8.2. Payment terms

8.2.1. Payment will be made within a period of up to 10 (ten) working days, counted from the completion of the settlement of the expense.

8.2.2. In the event of a delay by the contracting party, the amounts due to the contractor will be adjusted for inflation between the final payment deadline and the date of actual payment, using the IPCA-E inflation index.

8.3. Payment method

8.3.1. Payment will be made by credit to the contractor's current account, exclusively at Banco Bradesco S/A, in accordance with Law No. 15.241/2012.

8.3.2. The payment date will be considered to be the day on which the bank order for payment is recorded as issued.

8.3.3. Upon payment, the tax withholding stipulated in the applicable legislation will be carried out.

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

8.4. Advance Payment

8.4.1. Payment is prohibited before the execution of the object or if it does not conform to the specifications of this instrument.pursuant to article 145, caput, of Law No. 14.133/2021.

CLAUSE NINE – ADJUSTMENT

9.1. The prices initially agreed upon are fixed and cannot be adjusted for a period of one year from the date the proposal is submitted.

9.2. After a one-year interval, the initial prices may be readjusted by applying the National Civil Construction Index – INCC-DI – MATERIALS, EQUIPMENT AND SERVICES – code series 160914 – column 2, published by the Getúlio Vargas Foundation, exclusively for obligations initiated and completed after the occurrence of the annual period.

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

9.3.1. Adjustments must be preceded by a request from the CONTRACTOR.

9.3.1.1. If the CONTRACTED PARTY does not request the adjustment in a timely manner and extends the contract without requesting it, the logical preclusion of the right will occur.

9.3.1.2. The logical preclusion of the right to readjustment will also occur if the request is made after the contract has been terminated.

9.4. In the event of a delay or non-disclosure of the readjustment index(es), the CONTRACTING PARTY shall pay the CONTRACTED PARTY the amount calculated based on the last known variation, settling the corresponding difference as soon as the definitive index(es) is/are disclosed.

9.5. If the index(es) established for readjustment are discontinued or otherwise can no longer be used, the index(es) determined by the legislation then in force will be adopted in their place.

9.6. In the absence of a legal provision regarding a substitute index, the parties shall choose a new official index to adjust the price of the remaining value, by means of an addendum.

9.7. The adjustment will be made by endorsement.

CLAUSE TEN – OBLIGATIONS OF THE CONTRACTING PARTY AND THE CONTRACTED PARTY

10.1. CONTRACTOR'S OBLIGATIONS

10.1.1. To demand compliance with all obligations assumed by the contractor, in accordance with this instrument and its annexes;

10.1.2. Receive the item within the timeframe and conditions established in this document and its annexes;

10.1.3. Notify the contractor, in writing, of any defects, flaws or inaccuracies found in the contracted item, so that it may be replaced, repaired or corrected, in whole or in part, at the contractor's expense;

10.1.4. To monitor and oversee the execution of the contract and the fulfillment of obligations by the contractor;

10.1.5. Notify the contractor to issue an invoice for the undisputed portion of the project's execution, for settlement and payment purposes, when there is a dispute regarding the project's execution, concerning its size, quality, and quantity, in accordance with Article 143 of Law No. 14.133/2021.

10.1.6. Make payment to the contractor for the amount corresponding to the execution of the project, within the timeframe, manner, and conditions established in this instrument;

10.1.7. Apply the sanctions stipulated in the law and tender specifications when the contractor fails to fulfill its obligations;

10.1.8. Explicitly issue a decision on all requests and complaints related to the execution of the contract, except for requests that are manifestly irrelevant, merely dilatory, or of no interest to the proper execution of the contract.

10.1.8.1. The Administration will have a period of 20 (twenty) days, counting from the date of the protocol of the request, to decide, with the possibility of a justified extension for an equal period.

10.1.9. Respond to any requests for reestablishment of the economic-financial balance made by the contractor within a maximum period of 30 (thirty) days.

10.1.10. Not to be liable for any commitments made by the contractor with third parties, even if related to the execution of the contract, as well as for any damage caused to third parties as a result of an act of the contractor, its employees, agents or subordinates.

10.2. CONTRACTOR'S OBLIGATIONS

10.2.1. The contractor must fulfill all obligations contained in the tender notice and its annexes, assuming exclusively the risks and expenses arising from the execution of the project, and also observing the obligations set forth below:

10.2.1.1. To be held responsible for defects and damages arising from the object, in accordance with the Consumer Protection Code;

10.2.1.2. Notify the client, no later than 24 (twenty-four) hours before the date of delivery of services, of the reasons that make it impossible to meet the stipulated deadline, with due proof;

10.2.1.3. Comply with the regular instructions issued by the contract supervisor or manager or superior authority and provide all clarifications or information requested by them;

10.2.1.4. Repair, correct, remove, rebuild or replace, at their own expense, in whole or in part, within the time limit set by the contract supervisor, the services in which defects, flaws or inaccuracies resulting from the execution or the materials used are found;

10.2.1.5. To be responsible for defects and damages arising from the execution of the object, as well as for any and all damage caused to the Administration or third parties, this responsibility not being reduced by the supervision or monitoring of the contractual execution by the contracting party, which will be authorized to deduct from the payments due or from the guarantee, if required, the amount corresponding to the damages suffered;

10.2.1.6. When it is not possible to verify compliance in the Unified Supplier Registration System (SICAF), or in the Registration Certificate (CRC) of the State of Ceará, the contractor must deliver to the sector responsible for monitoring the contract, along with the invoice for payment purposes, the following documents: 1) proof of compliance with Social Security; 2) Joint Certificate relating to Federal Taxes and the Active Debt of the Union; 3) certificates proving compliance with the State or District Treasury of the contractor's domicile or headquarters; 4) Certificate of Regularity of the FGTS – CRF; and 5) Negative Certificate of Labor Debts – CNDT;

10.2.1.7. To be responsible for fulfilling all labor, social security, tax, commercial, and other obligations stipulated in specific legislation, the non-compliance with which does not transfer responsibility to the contracting party and may not encumber the object of the contract;

10.2.1.9. Notify the contract supervisor, within 24 (twenty-four) hours, of any abnormal occurrence or accident that takes place at the location where the object is being performed.

10.2.1.10. To halt, as determined by the contractor, any activity that is not being performed in accordance with good practice or that jeopardizes the safety of people or property of third parties.

10.2.1.11. Maintain, throughout the term of the contract, in accordance with the obligations assumed, all the conditions required for qualification in the bidding process.

10.2.1.12. Comply, throughout the entire contract execution period and as long as regulated, with the legally mandated job quotas for people with disabilities, those rehabilitated by Social Security, or apprentices, as well as the job quotas stipulated in specific legislation.

10.2.1.12.1. To prove, in accordance with sub-item 12.5.5 of the Notice, the reservation of positions and vacancies referred to in the sub-item above, indicating the employees who filled said vacancies, as provided for in article 116, sole paragraph of Law No. 14.133/2021, and the number of positions that remained vacant.

10.2.1.13. Maintain confidentiality regarding all information obtained as a result of fulfilling the contract.

10.2.1.14. To bear the burden arising from any error in the sizing of the quantities in its proposal, including variable costs arising from future and uncertain factors, and to supplement them if what was initially foreseen in its proposal is not satisfactory for fulfilling the object of the contract, except when one of the events listed in article 124, II, d, of Law No. 14.133/2021 occurs.

10.2.1.15. Not to permit the use of any work by a minor under sixteen years of age, except as an apprentice for those over fourteen years of age, nor to permit the use of the work of a minor under eighteen years of age in night work, dangerous or unhealthy work.

10.2.1.16. To promote, if applicable, the safekeeping, maintenance and surveillance of materials, tools, and everything else necessary for the execution of the object, during the term of the contract.

10.2.1.17. Provide for the replacement of any professional involved in the execution of the contractual object whose conduct is considered undesirable by the contracting party's supervisory body.

10.2.1.18. Respect the principles of personal data protection listed in the General Data Protection Law, Law No. 13.709 of August 14, 2018, and its amendments.

ELEVENTH CLAUSE – OBLIGATIONS PERTAINING TO THE LAW ON THE PROTECTION OF PERSONAL DATA (LGPD)

11.1. The CONTRACTOR declares that it is aware of the existence of the LGPD (Brazilian General Data Protection Law) and undertakes to adapt all internal procedures to the provisions of the legislation, in order to protect the personal data that is passed on to it, complying, at all times, with the rules for the protection of personal data, never placing, by its actions or omissions, the CONTRACTING PARTY in a situation of violation of such rules.

11.1.1. The CONTRACTOR may only process personal data within the limits and exclusive purposes of fulfilling its obligations under this contract and may never process it for purposes other than the provision and/or execution of the services specified in the bidding process or administrative contract.

11.2. The processing of personal data will be carried out in accordance with the processing scenarios foreseen in articles 7, 11, 14, 23, 24 and 26 of the LGPD (Brazilian General Data Protection Law) and only for legitimate, specific, explicit purposes informed to the data subject, observing the pursuit of the public interest and the principles of article 26 of the LGPD.6th of the LGPD and Article 37 of the Federal Constitution of 1988.

11.3. The CONTRACTOR shall indicate, within a maximum period of 5 (five) working days from the publication of the Contract, the identity and contact information of its Data Protection Officer, as well as, if applicable, the address of the electronic page where this designation is made, as established in § 1 of art. 41 of the LGPD, and undertakes to keep the CONTRACTING PARTY informed about the updated contact details of its Data Protection Officer, whenever he/she is replaced, regardless of changes on its electronic page.

11.4. The CONTRACTOR shall cooperate with the Direct and Indirect Administration of the State of Ceará in fulfilling obligations related to the exercise of the rights of Data Subjects as provided for in the LGPD (Brazilian General Data Protection Law) and in the Data Protection Laws and Regulations in force, as well as in complying with requests and determinations from

the Judiciary, Public Prosecutor's Office and Control Bodies, when related to the contractual object.

11.5. The CONTRACTOR may not make available or transmit to third parties, without prior written authorization, any information, personal data or database to which it has access by reason of fulfilling the object of this contractual instrument.

11.5.1. If the CONTRACTOR authorizes the transmission of data to third parties, the information provided and/or shared must be limited to what is strictly necessary for the faithful performance of the contractual instrument, adopting security procedures that ensure the confidentiality, integrity, and availability of the data.

11.5.2. The PARTIES undertake to safeguard the confidentiality of the data, ensuring that only those who actually need access to it do so, subjecting them, in any case, to the duty of confidentiality.

11.6. Upon termination of data processing in accordance with the terms of Article 15 of the LGPD it is the CONTRACTOR's duty to eliminate them, except in the cases where art. 16 of the same law, including those in which there is a need to keep documentation for the purpose of proving compliance with legal or contractual obligations, and only as long as those obligations have not expired.

11.6.1. The CONTRACTOR may not retain copies or backups, information, personal data and/or databases to which it has had access during the execution of the fulfillment of the object of this contractual instrument.

11.6.2. The CONTRACTOR shall delete any personal data that it becomes aware of or possesses as a result of fulfilling the purpose of this contractual instrument as soon as there is no need for its processing.

11.6.3. The CONTRACTOR is obligated to return all documents, records, and copies containing information, personal data, and/or databases to which it has had access during the execution of the fulfillment of the object of this contractual instrument, within 30 (thirty) consecutive days, counted from the date of any of the hypotheses of termination of the contract, with retention being authorized only in the legally foreseen cases.

11.7. Should the PARTIES need to subcontract activities related to the bidding process/contract involving data processing, they must require the SUBCONTRACTED PARTY (sub-operator) to adhere to the criteria defined in this instrument, having them sign an adhesion agreement to this contract.

11.7.1. The CONTRACTING PARTY must be informed within 5 (five) business days of all subcontracting agreements (sub-operators) entered into or to be entered into by the CONTRACTED PARTY.

11.7.2. In the event of subcontracting, the CONTRACTED PARTY and the SUBCONTRACTED PARTY shall be jointly and severally liable for any damages caused to the data subjects, the CONTRACTING PARTY and third parties, as a result of any act or omission inherent in the processing of the data.

11.7.3. The CONTRACTOR shall ensure that the subcontractor will offer the same level of data security, producing and storing evidence thereof;

11.8. The PARTIES must adopt good governance practices and technical and administrative measures regarding data processing, compatible with the structure, scale and volume of their operations, as well as the sensitivity of the data processed.

11.8.1. It is the CONTRACTOR's duty to guide and train its employees on the duties, requirements, and responsibilities arising from the LGPD (Brazilian General Data Protection Law), including formally informing its employees of the obligations and conditions agreed upon in this clause.

11.8.2. The CONTRACTOR shall be responsible for ensuring that all its employees, consultants, suppliers and/or service providers who, in the exercise of their activities, have access to and/or knowledge of the information and/or personal data, act in accordance with this contract and data protection laws, and that they respect the duty of protection, confidentiality and secrecy, and must make a formal commitment to preserve the confidentiality and security of such data, a document that will be permanently available for the CONTRACTING PARTY to view upon request.

11.8.3. The CONTRACTOR shall revoke all access privileges to the CONTRACTING PARTY's systems, information, and resources in the event of an employee's termination from activities inherent to the execution of this Contract.

11.9. In the event of a security incident concerning the data processed in this bidding process/contract that compromises the confidentiality, integrity, and availability of the data, the PARTY that suffered the incident must immediately report the occurrence through a notification that will contain, at a minimum:

- a) Date and time of the incident;
- b) Date and time of notification by the responsible PARTY;
- c) Description of the personal data affected;
- d) Number of affected policyholders;
- (e) List of the stakeholders involved;
- f) Risks related to the incident;
- (g) Indication of the technical and security measures used for data protection;
- h) Reasons for the delay, if communication was not immediate;
- i) Measures that have been or will be adopted to reverse or mitigate the effects of the damage;
- j) The contact details of the Data Protection Officer or another person from whom further information about the incident can be obtained;

11.9.1. In the scenario described above, the PARTIES will act in a cooperative manner to:

- a) Define and implement the necessary measures to stop the incident and minimize its impacts;
- b) Provide the necessary information for investigating the incident as quickly as possible;
- c) Define the standard for responses to be given to data subjects, third parties, the ANPD (National Data Protection Authority), and other competent authorities.

11.10. The data obtained under this contract will be stored in a secure database, guaranteeing the recording of transactions performed in the access application (log), adequate role-based access control, and transparent identification of the profile of accredited users, all established as a way to guarantee the traceability of each transaction and the frank investigation, at any time, of deviations and failures, prohibiting the sharing of this information with third parties;

11.11. At the discretion of the CONTRACTING PARTY, the CONTRACTED PARTY may be required to collaborate in the preparation of the Personal Data Protection Impact Assessment Report, according to the sensitivity and inherent risk of the services covered by this contract, with regard to personal data.

11.12. The CONTRACTOR shall indemnify the CONTRACTING PARTY for any damages, losses, costs and expenses, including attorneys' fees, fines, penalties and any investigative expenses related to administrative or judicial claims filed against the CONTRACTING PARTY for non-compliance with the obligations set forth in the laws, rules, regulations and recommendations of data protection authorities in relation to this contract.

11.13. In the event that the State is held liable for damages and/or violations of the LGPD arising from the subject matter of the contract, the damages that each party actually causes to the data subject must be determined, in order to ensure the State's right of recourse under the law.

11.13.1. The CONTRACTING PARTY may conduct due diligence to verify compliance with this clause, and the CONTRACTED PARTY must promptly respond to any requests for proof made.

11.14. The contracts and agreements referred to in § 1 of article 26 of Law No. 13.709/2018 must be reported to the ANPD.

11.15. This instrument may be amended in procedures pertaining to the processing of personal data, when indicated by the competent authority, in particular the ANPD, through technical opinions or recommendations issued in accordance with the LGPD.

CLAUSE TWELFTH – PERFORMANCE GUARANTEE

12.1. The contract includes a performance guarantee, in accordance with article 96 of Law No. 14.133/2021, in an amount corresponding to 5% (five percent) of the contract value, which must be provided within 10 (ten) business days from the signing of this instrument.

12.2. Ulf the surety bond modality is used, the policy must be valid during the term of the contract and for an additional 90 (ninety) days after the end of this term, remaining in force even if the Contractor does not pay the premium on the agreed dates.

12.3. The surety bond policy must reflect any changes to the term of the main contract through the issuance of the corresponding endorsement by the insurer.

12.4. Replacement of the surety bond policy will be permitted on the renewal or anniversary date, provided that the conditions and coverage of the current policy are maintained and no period is left uncovered, except as provided in sub-item 12.5 of this contract.

12.5. The guarantee will only be released or returned after the faithful execution of the contract or after its termination due to the exclusive fault of the Administration and, when in cash, will be adjusted for inflation.

12.6. In the event of suspension of the contract by order of or default by the Administration, the CONTRACTOR shall be relieved of the obligation to renew the guarantee or endorse the insurance policy until the order to resume execution is given or the Administration fulfills its obligations.

12.7. Regardless of the chosen method, the guarantee will ensure payment of:

12.7.1. Losses arising from non-compliance with the object of the contract and non-fulfillment of the other obligations stipulated therein;

12.7.2. Late payment and punitive fines applied by the Administration to the CONTRACTOR; and

12.7.3. Labor and social security obligations of any nature, including those related to the FGTS (Brazilian severance pay fund), not fulfilled by the CONTRACTOR, when applicable.

12.8. The surety bond option will only be accepted if it covers all the events indicated in sub-item 12.6, in accordance with the legislation governing the matter.

12.9. The cash guarantee must be made in favor of the CONTRACTING PARTY, in a specific account at Banco Bradesco SA, with monetary correction.

12.10. If the option is to use public debt securities, these must have been issued in book-entry form, through registration in a centralized settlement and custody system authorized by the Central Bank of Brazil, and valued according to their economic values, as defined by the competent Ministry.

12.11. In the case of a guarantee in the form of a bank guarantee, it must be issued by a bank or financial institution duly authorized to operate in the country by the Central Bank of Brazil, and must include an express waiver by the guarantor of the benefits of article 827 of the Civil Code.

12.12. In the event of a change in the contract value, or an extension of its validity, the guarantee must be adjusted or renewed, following the same parameters used when the contract was signed.

12.13. If the guarantee amount is used in whole or in part to pay any obligation, the CONTRACTOR undertakes to replenish it within a maximum period of 20 (twenty) working days, counted from the date on which it is notified.

12.14. The CONTRACTING PARTY shall execute the guarantee in the manner provided for in the legislation governing the matter.

12.15. The issuer of the guarantee offered by the CONTRACTOR must be notified by the CONTRACTING PARTY regarding the commencement of administrative proceedings to investigate breaches of contractual clauses.

12.16. In the case of surety insurance, if the loss occurs during the policy's term, its characterization and communication may occur outside of this term, and this does not constitute grounds for denying the claim, provided that the limitation periods applicable to the insurance contract are respected, in accordance with Article 20 of Susep Circular No. 662, of April 11, 2022.

12.17. The guarantee will be extinguished upon return of the policy, letter of guarantee, or authorization for the release of amounts deposited in cash as a guarantee, accompanied by a declaration from the CONTRACTING PARTY, by means of a detailed statement, that the CONTRACTED PARTY has complied with all the clauses of the contract.

12.18. The guarantor is not a party to administrative proceedings initiated by the CONTRACTING PARTY for the purpose of ascertaining damages and/or applying sanctions to the CONTRACTED PARTY.

12.19. The CONTRACTOR authorizes the CONTRACTING PARTY to retain the guarantee at any time, as provided for in this contract.

CLAUSE THIRTEEN – ADMINISTRATIVE OFFENSES AND SANCTIONS

13.1. The CONTRACTOR commits an administrative infraction, under the terms of Law No. 14.133/2021, if they:

13.1.1. Causes partial non-performance of the contract;

13.1.2. Causes partial non-performance of the contract that causes serious damage to the Administration or to the functioning of public services or to the collective interest;

- 13.1.3. Causes the total non-performance of the contract;
- 13.1.4. To cause a delay in the execution or delivery of the object of the contract without justified reason;
- 13.1.5. Submitting false documentation or providing false statements during the execution of the contract;
- 13.1.6. To commit a fraudulent act in the execution of the contract;
- 13.1.7. To behave improperly or to commit fraud of any kind;
- 13.1.8. To commit a harmful act as defined in Article 5 of Law No. 12.846/2013.
- 13.2. The following sanctions will be applied to the CONTRACTOR who commits the infractions described above:
- 13.2.1. Warning, when the CONTRACTOR causes partial non-performance of the contract, whenever the imposition of a more severe penalty is not justified;
- 13.2.2. Prohibition from bidding and contracting, when the conduct described in sub-items 13.1.2, 13.1.3 and 13.1.4 of this contract is practiced, whenever the imposition of a more severe penalty is not justified;
- 13.2.3. Declaration of ineligibility to bid and contract, when the conduct described in sub-items 13.1.5, 13.1.6, 13.1.7 and 13.1.8 of this contract is practiced, as well as in sub-items 13.1.2, 13.1.3 and 13.1.4, which justify the imposition of a more severe penalty.
- 13.2.4. Fine:**
- 13.2.4.1. A moratorium of 0.5% (zero point five percent) per day of unjustified delay on the amount of the unpaid installment, up to a limit of 30 (thirty) days.
- 13.2.4.2. A moratorium of 0.5% (zero point five percent) per day of unjustified delay on the total contract value, up to a maximum of 10% (ten percent) for failure to comply with the deadline set for submission, supplementation or replacement of the guarantee.
- 13.2.4.3. A delay exceeding 30 (thirty) days authorizes the Administration to terminate the contract due to non-compliance or irregular compliance with its clauses, as provided for in item I of article 137 of Law No. 14,133/2021.
- 13.2.4.4. Compensation of 20% (twenty percent) on the total value of the contract, in the event of total non-performance of the object.
- 13.3. The application of the sanctions provided for in this contract does not, under any circumstances, exclude the obligation to fully compensate the CONTRACTING PARTY for the damage caused.
- 13.4. All sanctions stipulated in this contract may be applied cumulatively with the fine.
- 13.4.1. Before the fine is applied, the interested party will be given the opportunity to present their defense within a period of 15 (fifteen) working days, counted from the date of notification.
- 13.5. The application of sanctions will be carried out in an administrative process that ensures the right to a fair hearing and full defense for the CONTRACTOR, observing the procedure provided for in the heading and paragraphs of article 158 of Law No. 14,133/2021, for the penalties of being barred from bidding and contracting and of being declared ineligible to bid or contract.
- 13.6. The following will be considered when applying sanctions:
- I –The nature and severity of the offense committed;
- II –The specific characteristics of the case;

III –Aggravating or mitigating circumstances;

IV –Any damages arising therefrom for the CONTRACTING PARTY;

V –The implementation or improvement of an integrity program, in accordance with the standards and guidelines of the regulatory bodies.

13.7. Acts foreseen as administrative infractions in Law No. 14,133/2021, or in other laws on bidding and contracts of the Public Administration that are also classified as harmful acts in Law No. 12,846/2013, will be investigated and judged jointly, in the same proceedings, observing the procedural rules and competent authority defined in said Law.

13.8. The legal personality of the CONTRACTED PARTY may be disregarded whenever it is used abusively to facilitate, conceal, or disguise the commission of the illicit acts foreseen in this contract or to cause asset confusion, and, in that case, all the effects of the sanctions applied to the legal entity will be extended to its administrators and partners with management powers, to the successor legal entity, or to a company in the same field with a relationship of affiliation or control, de facto or de jure, with the CONTRACTED PARTY, observing, in all cases, the right to a fair hearing, the right to a full defense, and the obligation of prior legal analysis.

13.9. The CONTRACTING PARTY shall, within a maximum period of 15 (fifteen) working days, counted from the date of application of the sanction, inform and keep updated the data relating to the sanctions applied by it, for the purpose of publication in the National Registry of Ineligible and Suspended Companies (Ceis) and in the National Registry of Punished Companies (Cnep), established within the scope of the Federal Executive Branch and in the Registration Certificate (CRC) of the State of Ceará.

13.10. The sanctions of being barred from bidding and contracting, and the declaration of ineligibility to bid or contract, are subject to rehabilitation as per article 163 of Law No. 14.133/2021.

13.11. The CONTRACTOR's debts to the CONTRACTING PARTY, resulting from administrative fines and/or indemnities, not registered as outstanding debt, may be offset, in whole or in part, against credits owed by said body arising from this same contract or from other administrative contracts that the CONTRACTOR has with the same body, the CONTRACTING PARTY.

13.11.1. If it is impossible to pay the fine through deductions from existing credits or the contractual guarantee, the CONTRACTOR shall collect the fine through a State Collection Document (DAE), which may be replaced by another legal instrument, in the name of the CONTRACTING PARTY; if it fails to do so, it will be collected through enforcement proceedings.

CLAUSE FOURTEENTH – CONTRACT TERMINATION

14.1. This contract is terminated in the following cases:

I – When the obligations of both parties are fulfilled, even if this occurs before the stipulated deadline, and.

II – Even if the obligations stipulated therein are not fulfilled, or before the deadline set therein, if any of the reasons provided for in article 137 of Law No. 14,133/2021 occur, as well as amicably, ensuring the right to a fair hearing and full defense.

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

14.2. A change in the company's social structure or a modification of its purpose or structure will not give rise to termination if it does not restrict its ability to conclude the contract.

14.2.1. If the operation involves a change in the CONTRACTED legal entity, an addendum to the contract for the subjective change must be formalized.

14.3. The termination agreement shall, whenever possible, be preceded by:

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

14.3.2. List of payments already made and those still due;

14.3.3. Compensation and fines.

14.4. The termination of the contract does not preclude the recognition of the economic and financial imbalance, in which case compensation will be granted through a settlement agreement.

14.5. This contract may be terminated at any time by the CONTRACTING PARTY, upon prior notice of at least 30 (thirty) days, in the cases of terminations resulting from the provisions of item VIII, of article 137, of Federal Law No. 14.133/2021, without the CONTRACTED PARTY being entitled to any type of compensation.

CLAUSE FIFTEEN – ON BUDGETARY ADJUSTMENT

15.1. The expenses arising from this contract will be covered by specific resources allocated in the State's General Budget for this fiscal year, under the appropriation specified below, as applicable:

15.1.1. Management/Unit: _____;

15.1.2. Source of Resources: _____;

15.1.3. Work Program: _____;

15.1.4. Expense Item: _____;

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

CLAUSE SIXTEENTH – AMENDMENTS

16.1. Any contractual amendments shall be governed by the provisions of Articles 124 et seq. of Law No. 14.133/2021.

16.2. The CONTRACTOR is obliged to accept, under the same contractual conditions, any additions or reductions that may be necessary, up to a limit of 25% (twenty-five percent) of the initial updated value of the contract, and, in the case of building or equipment renovation, the limit for additions will be 50% (fifty percent).

16.3. Entries that do not constitute an amendment to the contract may be made by simple endorsement, without the need to execute an addendum, as per article 136 of Law No. 14.133/2021.

CLAUSE SEVENTEENTH – ON CASES NOT COVERED

17.1. Any omissions will be decided by the CONTRACTING PARTY, according to the provisions contained in Law No. 14.133/2021, and other applicable state regulations and, subsidiarily, according to the provisions contained in Law No. 8.078/1990 – Consumer Protection Code– and general rules and principles of contracts.

CLAUSE EIGHTEENTH – PUBLICATION

18.1. The CONTRACTING PARTY shall be responsible for publishing this instrument on the National Public Procurement Portal (PNCP), as provided for in Article 94 of Law 14.133/2021, as well as on its official website, in accordance with Law No. 12.527/2011, regulated in the State of Ceará by Law No. 15.175/2012.

CLAUSE NINETEENTH – INSPECTION

19.1. Contract execution will be monitored by the Contract Manager Luiz Mauro Aragão Rosa, registration number 300.150.1-0, a representative specifically designated for this purpose, or by their respective substitute.

19.2. The execution of the contractual object will be monitored by the Contract Supervisor Matheus de Jesus Ramos Bastos, registration number 300.002.7-7, designated for this purpose, or by his respective substitute.

CLAUSE TWENTIETH – JURISDICTION

20.1. The jurisdiction of the municipality where the CONTRACTING PARTY's headquarters are located is chosen to settle any disputes arising from the execution of this Contract that cannot be resolved through conciliation, in accordance with article 92, §1, of Law No. 14.133/2021.

And, being in agreement, the present contract was drawn up, which is reviewed by the Legal Department of the CONTRACTING PARTY, and from which 3 (three) copies of equal content and form were extracted, for a single purpose, which, after being read and found to be in accordance, are signed by the representatives of the parties and by the witnesses below.

Location and date

(Name of representative)
CONTRACTOR

(Name of representative)
HIRED

Witnesses:

(name of witness 1)

(name of witness 2)

RG:

RG:

CPF:

CPF:

Seen:

(Name of the CONTRACTING PARTY's attorney/legal advisor)

APPENDIX F.1 – APPENDIX TO THE DRAFT CONTRACT
(Applicant's Letterhead)

Authorization to proceed with the registration of social security debts from the contract in the active debt registry.

I authorize the State of Ceará, if ordered to pay social security debts arising from the execution of the object of Contract No. ____/____, entered into with SETUR, through _____, to proceed with the registration of said debt, duly updated, in the active debt, for subsequent filing of a tax enforcement action, if necessary.

LEGAL REPRESENTATIVE OF THE COMPANY (name and signature)

APPENDIX G – ANALYTICAL COMPOSITION OF THE BDI RATE (SERVICES AND MATERIALS)

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUlzCPwzW88?usp=sharing

ANNEX H – COMPOSITION OF LABOR AND SOCIAL CHARGES

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUlzCPwzW88?usp=sharing

ANNEX J – ENVIRONMENTAL AND OCCUPATIONAL SAFETY RULES

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUlZCPwzW88?usp=sharing

APPENDIX K – DETAILED DESIGN

AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/1d5u6miaNmRLF_nZxZ2DHYTUlZCPwzW88?usp=sharing