

International Electronic Tender No. 20260003/SETUR/CCC

Process NUP: 36001.000866/2026-03

UASG: 943001

Number Comprasnet:95071/2026

The Tourism Secretariat, through the Central Procurement Committee designated by an act of the Governor of the State, by Decree No. 36,117, of July 17, 2024, amended by decree no. 36,446 of February 19, 2025 and decree no. 36,680 of June 23, 2025, which is now part of the records, hereby announces that it will hold a bidding process in the form of a COMPETITIVE BIDDING, in ELECTRONIC form.

1. DO CRITERION OF JUDGMENT AND DO MODE OF DISPUTE

1.1. The judging criterion will be that of **LOWEST PRICE** as per the Terms of Reference contained in Annex A, and the annexes that form part thereof.

1.2. THE mode dispute it will be the **OPEN**.

2. DO REGIME OF EXECUTION INDIRECT

2.1. THE regime of execution indirect if will give put **hiring integrated**.

3. FROM THE BASE LEGAL

3.1. The bidding process is based on Federal Law No. 14.133, of April 1, 2021, and its amendments; Law State No. 18,417 of 11 of July of 2023; Law Complementary No. 123, of December 14, 2006; State Complementary Law No. 65, of January 3, 2008, Complementary Law State No. 134, of 7 of April of 2014 Decree State No. 35,067 of 21 December of 2022 and your changes, Decree State No. 35,283 of 19 of January of 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. DO OBJECT

4.1. THE object from the bidding and the **EXECUTION OF ENVIRONMENTAL REQUALIFICATION, DRAINAGE AND URBANIZATION WORKS IN LAGOONS IN THE MUNICIPALITY OF PARACURU-CE, UNDER AN INTEGRATED EXECUTION REGIME**, duly specified in **ANNEX A - TERM OF REFERENCE** and your Attachments, part integral this notice, Regardless of transcription.

4.2. The bidding process will be conducted in accordance with Annex I – Terms of Reference and its Annexes, and the bidder must submit a proposal for all the items that comprise it.

5. DO ACCESS TO THE NOTICE, DO LOCAL OF REALIZATION AND FROM THE Central Procurement Committee

5.1 This notice is available free of charge at sites www.portalcompras.ce.gov.br and <https://www.gov.br/compras/pt-br/acesso-a-informacao/consulta-detalhada>.

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

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 Contracting Committee can be reached by telephone at (85) 3125-9399 or (85) 3125-9596 and by email: ccc@pge.ce.gov.br.

6. OF DATES AND SCHEDULES DO COMPETITION

6.1. START OF PROPOSAL SUBMISSION: May 25, 2026.

6.2. PROPOSAL OPENING DATE: August 19, 2026 at 9:30 AM.

6.3. START OF PRICE COMPETITION SESSION: August 19, 2026 at 9:30 AM.

6.4. REFERENCE OF TIME: To all to the references of time used for the The system will observe Brasília/DF time.

6.5. In hypothesis of no be office hours or occurring any fact subsequent If any event 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.

6. DO ADDRESS AND TIME FROM THE CENTRAL OF Tenders

6.1. Central of Bidding processes/PGE Ave. Dr. Joseph Martins Rodrigues, No. 150, Neighborhood Edson Queiroz, Fortaleza – Ceará, Postal Code.60811- 520, CNPJ nº 06.622.070/0001-68.

6.2. Time of office hours from the Central of Bidding processes: of 8am to the 12h and of 2 PM to the 6 PM.

7. ADEQUACY BUDGETARY

7.1. To the expenses arising from the present hiring they will run the account of specific resources originating from Loan Agreement entered into between the State of Ceará and the Development Bank of Latin America and the Caribbean – CAF for the implementation of the Sanitation Program for Coastal Communities of Ceará – PROSATUR-CE and resources allocated in the State's General Budget.

7.2. THE hiring it will be attended by following budget allocation:

36100007.23.695.351.12292.03.449051.15009100000.0

8. FROM THE PARTICIPATION

8.1. They may to participate this contest includes Brazilian and foreign companies that provide services inexecution of engineering works, provided that the entities are legally constituted and authorized to carry out their purpose and that they comply with the standards, specifications and requirements contained in this Notice, its annexes and Federal Law No. 14.133/2021 and what are previously accredited in the Unified Supplier Registration System (SICAF) available on the National Public Procurement Portal (PNCP) and the Federal Government Procurement System (www.gov.br/compras), through a Digital Certificate issued by the Brazilian Public Key Infrastructure - ICP-Brasil.

8.2. Foreign companies operating in the country.

8.2.1. Foreign companies that do not operate in the country may participate, provided they demonstrate that they have appointed legal representatives in Brazil, either individuals or legal entities, for administrative and judicial purposes, with express powers to receive summons and respond administratively and judicially on behalf of the represented company

in matters arising from this bidding process, including signing related documents.

8.2.2. THE participation implies the acceptance integral of the terms this public notice.

8.3. 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 records become outdated.

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

9.4.1. It will be the responsibility of the bidder interested in participating in the bidding process to monitor the operations in the electronic system during the bidding process and to bear the associated costs. resulting from the loss of business due to disregard for messages issued by Management or disconnection from the Administration.

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

9.5. No they will compete this bidding:

9.5.1. THE anyone who does not meet the conditions of this notice and its annexes;

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

9.5.3. PA natural or legal person who, at the time of the bidding process, is unable to participate in the bidding process due to a sanction imposed upon them, in accordance with § 1 of article 14 of Law No. 14.133/2021;

9.5.4. Public officials of the bidding agency or entity 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 procurement process as specialized professionals or employees or representatives of companies providing technical advice.

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

9.5.6. 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 furthermore, that do not comply with article 16 of Law No. 14.133/2021;

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

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

9.5.9. 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;

9.5.10. natural person or legal entity that, in the 5 (five) years prior to the publication of this notice, has been convicted in court, with a final and unappealable judgment, for exploiting

child labor, for subjecting workers to conditions analogous to slavery, or for hiring adolescents in cases prohibited by labor legislation;

9.5.11. 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;

9.5.12. 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;

9.5.12.1. Companies belonging to the same economic group are considered equivalent to the authors of the preliminary draft;

9.5.13. 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.

9.6. Participation is allowed of consortium, under the terms of State Decree No. 5,067/2022 and Article 15 of Federal Law No. 14,133/2021, observing the following rules:

9.6.1. Recommendation from the leading company consortium, which will be responsible for its representation before the Administration;

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

9.6.2.1. The winning bidder is required to establish and register the consortium before the contract is signed, and must provide proof of filing with the Commercial Registry and registration with the National Registry of Legal Entities – CNPJ;

9.6.3. Prohibition on a consortium company from participating in more than one consortium or independently in the same bidding process;

9.6.4. Actions taken in a consortium, both during the bidding phase and the contract execution phase, entail joint and several liability for all its members;

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

9.6.5. 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 technical qualification purposes and the same values for economic and financial qualification purposes presented by the replaced company for the consortium's qualification.

9.6.6. Technical qualification, when required, will be determined by summing the quantities of each consortium member, and for economic and financial qualification, when required, the sum of the values of each consortium member will be considered.

9.6.6.1. 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.

9.6.7. For the Consortium there will be an increase of 30% (thirty put one hundred) on the value required of bidder individual for economic and financial qualification.

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. [Law 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. To the The commission's decisions, whenever necessary, will be based on the opinions and reports issued by the technical and legal areas of the body and entity promoting the bidding process or, as the case may be, by the Central Commission for the Evaluation of Challenges and Appeals in Bidding Processes, pursuant to § 1 of art. 24 and § 3 of art. 94 of State Decree No. 35,067/2022, amended by art. 1 of State Decree No. 36,863/2025, and pursuant to §§ 2 and 3 of art. 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 subitem 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 to ccc@pge.ce.gov.br by 11:59 PM on the deadline mentioned in sub-item 10.2, including the tender number, the agency or entity promoting the tender, and the responsible committee.

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 file.

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. FROM THE I ESTIMATED DO VALUE FROM THE HIRING

11.1. THE value estimated to this bidding It is R\$ 30,655,418.71 (thirty million, six hundred and fifty-five thousand, four hundred and eighteen reais and seventy-one cents).according to the unit costs setin Annex I – Terms of Reference and its Annexes.

From the Risk Matrix

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

11.3. The following events 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. node APPENDIX A.1 DO TERM OF REFERENCE – HEADQUARTERS OF RISKS, under responsibility from the CONTRACTED.

11.4. The events listed in ANNEX A.1 OF THE TERMS OF REFERENCE – RISK MATRIX, under the responsibility of the CONTRACTING PARTY, constitute risks assumed by the CONTRACTING PARTY and give rise to a revision of the CONTRACT;

11.5. These are risks to be shared by the parties to the contract resulting from this bidding process, in the proportion stipulated in the Risk Matrix - Annex A.1 of the Terms of Reference.

11.5.1. 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.

11.5.2. Occurrence of strikes or demonstrations by employees of THIRD-PARTY companies (sectors) of transport public, organs governmental or suppliers) what may interfere during the progress of the work.

11.5.3. The CONTRACTOR assumes responsibility for losses and delays resulting from strikes of up to 15 (fifteen) days. days, the each period of 12 (twelve) months. To you cases of strike with longer terms the 15 (fifteen) days and of proven impact, it will be allowed additive of term without any additional charges due to the work stoppage.

11.5.4. 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.

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

11.5.6. 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 of your responsibility, contemplating payments and/or projects environmental compensatory.

11.5.7. Occurrence of findings archaeological what imply in reduction node rhythm from the work or a halt to work fronts. If archaeological findings are discovered and it occurs the need of shutdown from the front of service where for detected, of mode If an investigation is carried out, 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 from the shutdown in question, it will be allowed the additive of term, SINCE WHAT if it is proven impossible to recover the original schedule

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

11.5.9. SETUR will be The contractor 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. Compliance with the conditions imposed by the environmental agency will be the contractor's responsibility, including the PRAD (Plan for the Recovery of Degraded Areas).

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

11.5.11. Events no insurable characterized as strength bigger or case fortuitous Any actions that jeopardize the continuity of the work or increase the contractor's costs may lead to a revision of the schedule and a re-establishment of the economic and financial balance.

12. FROM THE SUBMISSION OF THE ELECTRONIC PROPOSAL AND DOCUMENTS OF DRIVER'S LICENSE

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 judgment from the proposal, the bidder winner should to send node term of 24 (twenty-four) hours from the date of notification by the Commission, the qualification documents.

12.3. Once the documents for qualification and/or proposal have been submitted, no substitutions will be permitted. or the presentation of new documents, saved in thirst of 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 existing facts are not considered new documents. the era from the opening from the session, with support node expected node Judgment 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 the required formal declarations and/or terms of commitment will not result in the immediate disqualification or ineligibility of the bidder. The Commission, through due diligence, is responsible for granting the same period established in sub-item 12.3 for the necessary corrections, in accordance with the principles of moderate formalism and reasonableness.

12.5. Node registration from the proposal initial, the bidder will declare, in field own of the system, which:

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... [items III and IV of art. 1 and in item III of art. 5th of Federal Constitution](#) ;

12.5.4. It meets the requirements for reserving positions for people with disabilities and for rehabilitated individuals. from the pension social or to apprentice, good as to the reservations of position as provided for in other specific regulations, in accordance with article 116 of Law No. 14.133/2021;

12.5.5. When requested by the Administration, the Proof of job reservation may It happens as follows:

I – Realization of processes selective;

II – Disclosure wide of opportunities of vacancies in means accessible, such as: Internet, radio, television, major newspapers;

III – Programs of inclusion promoted for 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 referred to in Article 116 of Federal Law No. 14,133/2021.

12.5.7. Develops program of integrity us terms planned in Law Federal No. 14.133/2021, when applicable;

12.6. THE falsehood of statements of what treat you subitems 12.5.1 to the 12.5.4, will be subject the bidder is subject to the sanctions provided for in [Law No. 14.133/2021](#), and in this announcement.

12.7. You bidders they will to remove or to replace the proposal node system, until the opening from the session public.

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 session opening procedures public and bidding phase.

13. DO FILLING FROM THE PROPOSAL

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

13.1.1. THE no filling correct of the fields will give rise the disqualification of bidder.

13.1.2. You prices global they should to be express in real, with until 2 (two) houses decimals.

13.1.3. In case of disagreement between you values numerical and put extensive, The latter will prevail.

13.2. All to the specifications of object contained in proposal link the bidder.

13.3. The proposed prices will include all operational costs, social security contributions, labor, tax, commercials and any others what incidem direct or indirectly in the execution of the object.

13.4. You 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 presentation of proposals implies mandatory of greeting of the provisions contained therein, the bidder undertakes to execute the object of the bidding process in accordance with its terms, and when applicable, to supply the necessary materials, equipment, tools and utensils in quantities and qualities adequate for the perfect contractual execution.

13.8. THE term of validity from the proposal no it will be inferior the 90 (ninety) days, the count from the date of its presentation.

13.9. You bidders must respect you prices maximums established for the Administration.

13.10. Failure by contractors to comply with the aforementioned rules may give rise to...Accountability by the Courts of Auditors and, after due legal process, generating the following consequences: setting a deadline for the adoption of measures necessary for the exact compliance with the law, or condemning the responsible public agents and the contractor to pay for the 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 by 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 with a unit value lower than the last bid they submitted 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...it should be of **0.01%** (one hundredth part of the value), using as reference the value unitary of the item.

14.11. Once the functionality is available in the system, the bidder will be able to You must set your minimum final value when registering the proposal, and it will adhere 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 sent automatically by the system, respecting the minimum final value, if established, and the interval referred to 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 as per sub-item 14.11, will be kept confidential from the other bidders and the commission, and may be disclosed strictly and permanently referred to external and internal control bodies.

14.14. The dispute method will be adopted. **"open"** 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 bidding 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 previous sub-items, the stage will be automatically closed, and the system will order 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 defined, 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 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 order and publish the bids according to the... ascending order as established in the sole paragraph of article 38 of Decree No. 35,067/2022.

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

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 resumed only after that period has elapsed. 24 (twenty-four) hours from the communication of the fact by the Commission 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 not followed by subsequent bids, or between final bids in the closed phase of the open and closed bidding modes.

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 actions promoting gender equality 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 actions 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 act:

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 deadline established in sub-item 14.18 has passed, the Commission must negotiate more advantageous conditions with the first-placed bidder, with negotiation prohibited conditions different from those stipulated in this notice.

14.24.1. Negotiations should be conducted with the remaining bidders, according to the initially established ranking order, if the first-placed bidder, even after negotiation, is disqualified because their bid remains above the price defined 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 the Annexes of the Tender Notice.

14.26. The proposal must contain all the specifications of the object in accordance with Annex I – Terms of Reference.

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

14.27.1. I - LETTER OF PROPOSAL AS PER ANNEX B.1 - LETTER OF PRICE PROPOSAL; QUANTITY AND PRICE SPREADSHEETS AND THEIR UNIT PRICE COMPOSITIONS; ANALYTICAL COMPOSITION SPREADSHEET OF THE BDI RATE (SERVICES); SPREADSHEET OF THE COMPOSITION OF LABOR AND SOCIAL CHARGES AND PHYSICAL-FINANCIAL SCHEDULE SIGNED BY A COMPETENT PROFESSIONAL. ALL

documents signed in PDF, as well as the Editable Budget Spreadsheet (for future verification).

14.27.2. Letter of Proposal as per Annex B.1; Quantity and Price Spreadsheet and its Unit Price Compositions; Analytical Composition Spreadsheet of the BDI Rate (Services) and (Materials); Labor and Social Security Charges Composition Spreadsheet and Physical-Financial Schedule signed by a competent professional. All documents signed in PDF, as well as an editable Budget Spreadsheet (for future verification).

14.28. 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...Article 14 of Law No. 14.133/2021, related legislation and sub-item 9.5 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/sancoesand>)

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 sanctions foreseen in Law No. 8.429/1992 will also occur using the name and CPF (Brazilian individual taxpayer registration number) of the majority shareholder of the company.bidder, if any, pursuant to article 12 of the aforementioned law.

15.2.2. If the Bidder's Status Inquiry indicates the existence of Indirect Impediments, the Commission will investigate to verify whether there was fraud on the part of the company identified in the Indirect Impediments Report.

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

15.3. The bidder will be summoned to provide a statement prior to any potential disqualification.

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

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

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

15.7. If a bidder fails to meet the eligibility requirements, the Committee will examine the next 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 this document.subitem 14.27 of this notice.

15.8. 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.

15.9. The winning proposal will be disqualified if:

15.9.1. Contain incurable defects;

15.9.2. Failure to comply with the specifications contained in Annex I of the Terms of Reference;

15.9.3. Submitting 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 higher value. as estimated by the Administration.

15.9.3.1. 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.

15.9.3.2. 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.

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

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

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

15.11. 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.

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

15.12.1. Overpricing will be characterized by exceeding the estimated total value;

15.12.2. 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 15.11 above.

15.12.2.1. Bidders whose prices fall below the threshold stipulated in item 15.12.2 They must prove the feasibility of the proposal through reliable documents, such as: copies of signed contracts, invoices, tax receipts, and other suitable documents.

15.12.2.2. 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 K – ABC CURVE, 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.

15.12.2.2.1. If proof of feasibility is provided through invoices for supplies, the bidder shall submit tax documents relating to the items that make up the cost curve.A, of Annex K, with prices being equivalent, considered to be those withintolerance limit of 10% (ten percent) below the price offered in the bidding process.

15.12.2.2.2. 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. The respective item must correspond to those listed in curve A of ANNEX K – ABC CURVE. If the proof is partial, that is, it only covers some of the items in the aforementioned curve, the bidder must demonstrate, in relation to the remaining items, through market research indicating the source, or through a previously executed contract, the feasibility of those items.items, observing the tolerance limit of 10% (ten percent) below the price offered in the bidding process.

15.12.2.3. 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.

15.12.2.4. The proposal was received and it was detected that the offered price is below the...Regarding the percentage stipulated in item 15.12.2, the contracting committee will contact the bidder to...that, within 24 (twenty-four) hours, prove the feasibility as provided for inThe official notice. The procedure will transcribe the provisions in items 15.12.2.1 and 15.12.2.2 and after theThe documents received will be forwarded to the requesting body for analysis and issuance of an opinion.

15.12.2.5. If any document is missing after the bidder's return, it will be...A new request for further information is permitted, with the same deadline previously given, and if the fulfillment is not satisfactory, the applicant 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.

15.12.2.6. 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.

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

15.12.3.1. The additional guarantee will be presented within the same timeframe and conditions as the previous contractual guarantee, under the terms of sub-items 20.8.1 and 20.8.2 of this notice and also, according to Twelfth clause of the draft contract.

15.13. 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.

15.14. 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.

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

15.15. 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.

15.16. 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.

16.1.1. The qualification requirements will be met through equivalent documents, initially submitted with a free translation. If the winning bidder is a foreigner, for the purposes of signing the contract, the documents will be translated by a sworn translator in the country and apostilled in accordance with the provisions of Decree No. 8,660, of January 29, 2016, or any other that may replace it, or consularized by the respective consulates or embassies.

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

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 any eventual violation is found... Compliance with the conditions for participation, the Commission The bidder will be deemed ineligible.

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

16.7. The document obtained through sites Official documents, which are conditional upon acceptance via the internet, will have their 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 for the intended contract, a prior evaluation of the preliminary project is required, of conditions and from the nature of work, including geotechnics of Local resources are essential for full knowledge. Regarding the conditions and peculiarities of the object to be contracted, the bidder must attest, in accordance with ANNEX B.6 – MODEL OF THE INSPECTION CERTIFICATE TERM, under penalty of disqualification, that they are familiar with the location and conditions for carrying out the projects and the work, ensuring their 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, which must be scheduled by telephone through the numbers 55 95 31950283 and 55 85 31950278, so that your scheduling does not coincide with the scheduling of other bidders.

16.11. If the bidder chooses not to carry out an inspection, they must provide a formal declaration, signed by their technical representative, acknowledging full knowledge of the terms and peculiarities of the contract, as per Annex B - 7 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 9 am and 4 pm.

Legal qualification

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

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

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

16.14.1.2. 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;

16.14.1.3. **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.**

16.14.1.4. 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.administrators;

16.14.1.5. 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;

16.14.1.6. 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. 5,764/1971;

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, a professional(s) duly registered with CREA or CAU.as applicable, holder(s) of a Certificate of Technical Expertise 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 will not be accepted.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 for which they are responsible.

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

a) 16-sided articulated and interlocking precast pavement - e = 8.0 cm (35 MPa) for heavy traffic;

b) Graded crushed stone base;

c) Acquisition, installation and grouting of reinforced concrete pipe D=80cm;

d) Excavation, load transport 1-CAT.

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 should relate to the following most relevant or significant value parts of the property:

ITEM	DESCRIÇÃO	(%) ORÇAMENTO	UNIDADE	QUANT. MIN.	QUANTIDADE	(%) QUANT. TOTAL ESTIMADA
a	PISO PRÉ-MOLDADO ARTICULADO E INTERTRAVADO DE 16 FACES - e = 8,0 cm (35 MPa) P/ TRÁFEGO PESADO	27,14	m ²	28.800	57.737	49,88
b	BASE DE BRITA GRADUADA (S/TRANSP)	7,02	m ³	5.400	10.811,55	49,95
c	AQUISIÇÃO, ASSENT. E REJUNT. DE TUBO DE CONCRETO	4,39	m	1.200	2.454	48,90
d	ESCAVAÇÃO CARGA TRANSP. 1-CAT	4,17	m ³	26.195	52.390	50,00

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.

16.15.4. The consortium companies must comply with the provisions of sub-item 9.6.6 of this tender document.

16.15.5. 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 through verification of the following requirements:

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

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

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, as required by law;

16.16.4. Regularity regarding social security and the FGTS (Brazilian severance pay fund), demonstrating compliance with social obligations 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 declaration, 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. Regarding proof of compliance with the provisions of sub-items 16.16.3, 16.16.4 and 16.16.5 must be done in accordance with the 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. A certificate of no pending bankruptcy proceedings issued by the court clerk 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 court clerk 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 order recognizing the judicial reorganization situation; a reorganization plan in execution; updated financial statements; and, when applicable, the provision of additional or substitute guarantees, as provided for in this notice and by 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 income statement and other accounting statements will 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 Bookkeeping 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) 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, obtained by applying the following formulas: $General\ Liquidity\ (GL) = (Current\ Assets + Long-Term\ Receivables) / (Current\ Liabilities + Non-Current\ Liabilities)$.

16.21.4. Minimum net worth of 10 (ten percent) of the estimated value of the item.

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.

17. OF THE RESOURCES

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...[art.Article 165 of Law No. 14.133/2021](#) .

17.2. THE term appeal and of 3 (three) days useful, counted from the date of summons or of the drafting of the minutes of the proposal evaluation, or of the qualification or disqualification.

17.3. THE Commission will communicate, node system used to realization of contest, the resumption of the public session with at least 24 (twenty-four) hours' notice to judge the proposal and qualify or disqualify the provisionally winning bidder, at which time it will be granted to the bidders one term of 10 (ten) minutes to the intention of appeal, under penalty of preclusion.

17.4. You resources they should to be forwarded in field own ofsystem.

17.5. THE resource it will be directed the authority what have edited the act or delivered the the appealed decision, which may reconsider itsdecision within 3 (three) business days, or, within the same period, forward an appeal to the superior authority, which must issue its decision within 10 (ten) business days, counted from the receipt of the case file.

17.6. You resources interposed outside of term no willacquaintances.

17.7. The deadline for other bidders to submit counter-arguments to the appeal will be 3 (three) days useful, counted from the date from the summons guys or from the disclosure of the interposition of resource, assured the view immediate of the elements indispensable the defending their interests.

17.7.1. If the bidder deems it necessary to submit additional documents For a better understanding of your reasons and/or counter-arguments for appeal, you should provide a link in the body of the document, so that...These documents should be freely accessible to the Commission and other interested parties.

17.8. THE resource and the order of reconsideration they will effect suspensive of act or from the appealed decision until a final decision is reached by the competent authority.

17.9. THE welcoming of resource invalid so only you acts unsusceptible ofutilization.Appeals that are untimely and/or signed by a representative not legally authorized or not identified in the bidding process to respond for the matter will not be considered.proponent.

17.10. 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. Submit proposal in disagreement with the specifications of the tender;

18.1.3. Failure to execute the contract or failure to provide the required documentation for hiring, whensummoned 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;

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

18.1.4. To rig the bidding process;

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

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

18.1.5.2. Deliberately inducing error in judgment;

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

18.1.7. 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 persist. The determining factors of the punishment, 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 seriousness of the offense committed;

II – The peculiarities of the case concrete;

III – Aggravating or mitigating circumstances;

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

V – 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.

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

18.4.1.1. For the infractions foreseen in sub-items 18.1.1, 18.1.2 and 18.1.3, the fine will be 10% (ten percent) of the value of the tendered contract.

18.4.1.2. For the infractions foreseen in sub-items 18.1.4, 18.1.5, 18.1.6, 18.1.7 and 18.1.8, the fine will be 30% (thirty percent) of the value of the tendered contract.

18.5. To the sanctions of warning, impediment of bid and hire and declaration Disqualification from bidding or contracting may be applied, cumulatively or not, in addition to the penalty of a fine.

18.6. 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.

18.7. The sanction of being barred from bidding and contracting will be applied to the person responsible for... as a result of the administrative infractions listed in sub-items 18.1.1, 18.1.2 and 18.1.3, when no if justify the imposition of penalty more serious, and will prevent the responsible to bid and contract within the scope of the direct and indirect Public Administration of the federative entity to which the body belongs orentity, for a maximum period of 3 (three) years.

18.8. You may to be applied to the responsible the sanction of declaration of unsuitability to bid or hire, in consequence from the practice of infractions arranged us subitems 18.1.4, 18.1.5, 18.1.6, 18.1.7 and 18.1.8, as well as for the administrative infractions foreseen in sub-items 18.1.1, 18.1.2 and 18.1.3 what justify the imposition of penalty more serious what the sanction of impediment of bid and hire, whose duration will observe the term expected nodeart. [Article 156, §5, of Law No. 14.133/2021](#).

18.9. The unjustified refusal by the successful bidder to sign the contract, or to accept or withdraw the equivalent instrument within the time limit established by the Administration, as described in sub-item 17.1.3, This will constitute a complete breach of the obligation assumed and will subject the individual to penalties and the immediate loss of any bid guarantee, if applicable, in favor of the agency or entity promoting the bidding process.

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

18.10. 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 If you fail to do so, you will be charged through enforcement proceedings.

19. FROM THE AWARD AND FROM THE 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. Proof of eligibility will be required upon signing the contract.required in this notice, which must be maintained byThe contractor must present, throughout the entire contract period, the Certificate of Registration – CRC, issued by the Planning and Management Secretariat of the State of Ceará, in accordance with item I of article 25 of Decree No. 35.322/2023 and, when 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 professional body.competent authority 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, or 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 The terms of receipt, guarantee, and detailed specifications for contract execution are defined, as applicable, in Annex I – Terms of Reference and Draft Contract, which are integral parts of this tender.

20.7. Regarding Subcontracting.

20.7.1. Partial subcontracting of the object will be permitted, up to a limit of 30% (thirty percent) 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...

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, counted from the date of approval of the contract.bidding process and prior to the signing of the contract, as per paragraph 3 of the aforementioned article.

21. FROM THE FRAUD AND FROM THE 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 standard of ethics during all the process of bidding, of hiring and of execution of 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) “practice "obstructive"

(1) destroy, to falsify, to alter or hide evidence in inspections or to do statements false to the representatives of the multilateral financial organization, with the aim of preventing specifically, the investigation of allegations of practices foreseen in this sub-item;

(2) acts whose intention is to materially impede the exercise of the right of the multilateral financial institution to conduct inspections.

a. In hypothesis of financing, partial or integral, put body As a multilateral financial institution, through advances or reimbursements, 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.

b. Considering the purposes of the items above, the winning bidder as a condition For the contract to be signed, you must agree and authorize that, in the event the contract is terminated... financed, in part or Payment in full, by a multilateral financial institution, through advance payment or reimbursement, will allow the financial institution and/or persons formally designated by it to inspect the contract execution site and all documents and records related to the bidding process and contract execution.

c. THE contractor, guaranteed the preview defense, will apply to the sanctions administrative relevant measures, as provided for in Federal Law No. 14.133/2021, if the involvement of a company representative or the contracted individual in corrupt, fraudulent, collusive, or coercive practices is proven 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, the starting days will be excluded and the 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. Integram this Notice, to all you ends and effects, you following THE links:

APPENDIX THE - TERM OF REFERENCE

APPENDIX A.1 – HEADQUARTERS OF RISKS

APPENDIX A.2 – FRACTIONS OF THE OBJECT WITH/WITHOUT FREEDOM TO

INNOVATE/ALTER APPENDIX A.3 – MODEL OF TERM OF COMMITMENT OF SECRECY OF INFORMATION

APPENDIX A.4 – MODEL OF RELATIONSHIP OF TEAM TECHNICAL SKILLS WITH A COMMITMENT TO PARTICIPATION

APPENDIX A.5 – MEASUREMENT CRITERIA – EVENTOGRAM

APPENDIX A.6 – GUIDELINES AND PROCEDURES FOR PREPARING THE BASIC PROJECT

ANNEX A.7 – TERMS OF REFERENCE FOR THE PREPARATION OF THE CONSTRUCTION AND SOLID WASTE MANAGEMENT PLAN – PGRSCC

APPENDIX B - MODEL OF LETTERS AND STATEMENTS

APPENDIX B.1 – LETTER OF PROPOSAL OF PRICES

APPENDIX B.2 – RECORD OF DATA DO REPRESENTATIVE LEGAL

APPENDIX B.3 – DECLARATION OF AUTHENTICITY OF THE DOCUMENTS (Attach with the documentation of qualification)

APPENDIX B.4 – DECLARATION OF NON-EXISTENCE OF Impeding Facts OF DRIVER'S LICENSE

ANNEX B.5 - DECLARATION THAT PROPOSALS INCLUDE ALL COSTS

APPENDIX B.6 – MODEL DO TERM OF CERTIFICATE OF SURVEY

APPENDIX B.7 – MODEL DO TERM OF DECLARATION OF RESIGNATION THE SURVEY

APPENDIX C - BUDGET SPREADSHEET

APPENDIX D - MODEL EVENT CHART

APPENDIX E - CONTRACT DRAFT

ANNEX E.1 - ANNEX TO THE DRAFT CONTRACT - AUTHORIZATION TO

PROCEEDRegistration of Social Security Debts from the Contract in the Active Debt Registry

APPENDIX F - TERM OF COMMITMENT OF DELIVERY DO BUDGET GENERAL

DETAILED BREAKDOWN AND PRICE COMPOSITIONS

APPENDIX G - ANALYTICAL COMPOSITION SPREADSHEET OF THE BDI RATE

(SERVICES ANDMATERIALS

APPENDIX H - SPREADSHEET OF COMPOSITION OF CHARGES LABOR AND SOCIAL

APPENDIX I - MODEL OF FORM OF COMPOSITION OF PRICES UNITARY COSTS

OF SERVICES, MATERIALS AND EQUIPMENT

ANNEX J – PRELIMINARY DRAFT

APPENDIX K – ABC CURVE

Carlos Gustavo Sousa Montenegro

Expense Authorizer

Executive Secretary of Tourism

Reviewed and approved by:

Alex Curvello Arruda Lopes

Coordinator – Legal Advisory Office SETUR

APPENDIX THE – TERM OF REFERENCE

APPENDIX A.1 – HEADQUARTERS OF RISKS

APPENDIX A.2 – FRACTIONS OF THE OBJECT WITH/WITHOUT FREEDOM TO INNOVATE/ALTER
APPENDIX A.3 – MODEL OF TERM OF COMMITMENT OF SECRECY OF INFORMATION

APPENDIX A.4 – MODEL OF RELATIONSHIP OF TEAM TECHNICAL SKILLS WITH A COMMITMENT TO PARTICIPATION

ANNEX A.5 – CRITERIA OF MEASUREMENT – EVENTOGRAM

APPENDIX A.6 – GUIDELINES AND PROCEDURES FOR PREPARING THE BASIC PROJECT

ANNEX A.7 – TERMS OF REFERENCE FOR THE PREPARATION OF THE CONSTRUCTION AND SOLID WASTE MANAGEMENT PLAN – PGRSCC

AVAILABLE NODE LINK:

https://drive.google.com/drive/folders/18EZ4ICb1PnCVSjNnJm1cFTehOb_g1IK5?usp=sharing

APPENDIX B - MODEL OF LETTERS AND STATEMENTS

APPENDIX B.1 - LETTER OF PROPOSAL OF PRICES

(PAPER LETTERHEAD FROM THE PROPOSER, containing address, telephone)

THE Commission Central of Hiring - CCC Fortaleza - CE

Ref.: INTERNATIONAL ELECTRONIC COMPETITION No. 20260003/SETUR/CCC

Dear Sirs,

We present to you our proposal for the execution of the works that are the subject of the INTERNATIONAL ELECTRONIC COMPETITION Notice. No. 20260003/SETUR/CCC for the price global of R\$ _____ (_____) with term

If we are awarded the Regarding the subject of this bidding process, we commit to signing the contract. node term determined node document of convocation, indicating to that end the Mr. _____ Wallet of Identity No. _____ issued in ____ / ____ / ____ Issuing Authority _____ and CPF No. _____, as the legal representative of this company.

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

In conclusion, we declare under to the sanctions administrative applicable, including to the criminals and under the Under penalty of law, all documentation attached to the system is authentic.

Yours sincerely,

.....
FIRM PROPOSER / CNPJ REPRESENTATIVE LEGAL /CPF

Documento assinado eletronicamente por: CARLOS GUSTAVO DE SOUSA MONTENEGRO em 13/05/2026, às 17:58 ALEX CURVELLO em 13/05/2026, às 15:41 (horário local do Estado do Ceará), conforme disposto no Decreto Estadual nº 34.097, de 8 de junho de 2021. Para conferir, acesse o site <https://suite.ce.gov.br/validar-documento> e informe o código 6EBB-5AE1-2155-6137.

APPENDIX B.2 - RECORD OF DATA DO REPRESENTATIVE LEGAL

(PAPER LETTERHEAD FROM THE PROPOSER, containing address, (telephone) To the Central Procurement Committee - CCC

Strength –CE,

REF.:INTERNATIONAL ELECTRONIC COMPETITION No. 20260003/SETUR/CCC, WHOSE OBJECT IS THE EXECUTION OF Works for environmental requalification, drainage and urbanization of lagoons in the municipality of Paracuru-CE, under an integrated execution regime.

Data personal of the) representative(s) and/or attorney(s) from the future CONTRACTED PARTY, indicated for signature of Contract:

NAME: NATIONALITY: MARITAL STATUS: PROFESSION:

RG: CPF:

HOME:

CITY: State:

PHONE FIXED: CELL PHONE:

E-MAIL:

APPENDIX B.3 - MODEL OF DECLARATION OF AUTHENTICITY OF DOCUMENTS

(PAPER LETTERHEAD DO (PROPOSER))

DECLARATION

(name /reason social) _____,
registered node CNPJ No. _____, put
intermediate of your representative That's great, Mr./Ms. _____, bearer
from the ID card No. _____ and CPF number _____
_____, DECLARES, under applicable
administrative sanctions, including criminal sanctions, and under the penalties of law, that all
documentation The information attached to the system is authentic.

Local and date

Signature of representative legal (Name and position)

APPENDIX B.4 DECLARATION OF NON-EXISTENCE OF FACTS IMPEDIMENTS OF DRIVER'S LICENSE

(PAPER LETTERHEAD FROM THE PROPOSER, containing address, telephone)

THE Commission Central of Job openings in Fortaleza, Ceará
REF.: INTERNATIONAL ELECTRONIC COMPETITION NO. 20260003/SETUR/CCC,
WHOSE OBJECT IS The execution of environmental requalification, drainage, and lagoon urbanization works in the municipality of Paracuru-CE, under an integrated execution regime.

_____ (Reason Social from the bidder) _____ (CNPJ No.), located at (a) _____ (address full), declares, under penalty of law, that our directors, legal or technical representatives, members of the technical council, Our advisory, deliberative, or administrative staff, or partners, are not employees or holders of commissioned positions at SETUR, and our company is not subject to any of the impediments listed in item 3.5 of the bidding document. referenced.

Location and Date Yours sincerely,

FIRM BIDDER/CNPJ SIGNATURE DO REPRESENTATIVE LEGAL

(readable or next of stamp)

APPENDIX B.5 - DECLARATION OF PROPOSALS UNDERSTAND THE COMPLETE COSTS

(PAPER LETTERHEAD FROM THE PROPOSER, containing address, telephone)

THE Commission Central of Job openings in Fortaleza, Ceará
REF.: INTERNATIONAL ELECTRONIC COMPETITION NO. 20260003/SETUR/CCC,
WHOSE OBJECT IS The execution of environmental requalification, drainage, and lagoon urbanization works in the municipality of Paracuru-CE, under an integrated execution regime.

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, sub-legal regulations, 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,

.....

FIRM PROPOSER / CNPJ SIGNATURE READABLE OR CONTINUED OF STAMP

APPENDIX B.6 – MODEL DO TERM OF CERTIFICATE OF SURVEY

INTERNATIONAL ELECTRONIC COMPETITION No. 20260003/SETUR/CCC PROCESS
NO. _____

(PAPER LETTERHEAD DO (PROPOSER)

I, _____ (Duly qualified Legal Representative) of the company __I
DECLARE, for all due purposes, that I visited the locations and the conditions where will
executed you services of _____, Having become aware of all the peculiarities and
characteristics of the services, including the possible difficulties that may burden our
company in the future in 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 the commitment. of honor fully all to the requirements of instrument summons
No. ___ of ___ (contracting unit), without any rights to future claims, under the allegation of
anylack of knowledge regarding the specifics of object.

Local and date,

NAME (RESPONSIBLE TECHNICAL OR REPRESENTATIVE LEGAL DO BIDDER)

(signature and stamp including RG or CPF)

NAME (RESPONSIBLE FROM THE UNIT CONTRACTOR)

(signature and stamp including the name)

APPENDIX B.7 – MODEL DO TERM DECLARATION OF RESIGNATION THE SURVEY

INTERNATIONAL ELECTRONIC COMPETITION No. 20260003/SETUR/CCC

(PAPER LETTERHEAD DO (PROPOSER))

I, _____ (Duly qualified Legal Representative) of the company _____, I DECLARE, for all due purposes, that I choose not to participate. of survey us locals where will executed you services of_. I DECLARE even though, I have knowledge of all the peculiarities and characteristics of the services, including thel assume full responsibility for any potential difficulties that may burden our company in the future during the execution of this project, and I will not assume 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 the commitment. of honor fully all to the requirements of instrument summons No. ___ of ___(contracting unit), without any right to future claims, under the allegation of any lack of knowledge regarding the particularities of object.

Local and date,

NAME (RESPONSIBLE TECHNICAL OR REPRESENTATIVE LEGAL DO BIDDER)

(signature and stamp including RG or CPF)

APPENDIX W – SPREADSHEET OF BUDGET AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1IK5?usp=sharing

APPENDIX D – MODEL OFEVENTOGRAM

AVAILABLE NODE LINK:

https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1IK5?usp=sharing

APPENDIX AND – DRAFT DO CONTRACT

Contract No. ___/ 20___ Case No. _____

CONTRACT WHAT BETWEEN SI
CELEBRATE(O)A__AND (THE) THE _____,
QUALIFIED BELOW, FOR THE PURPOSE STATED
HEREIN.

The _____, located in _____, registered node CNPJ under the No. ___
_____, hereinafter referred to as the CONTRACTING PARTY, represented in this
act by _____, (nationality), holder of Identity Card no. ____, and CPF number _____
, resident and domiciled in (Municipality - State), in _____ and the _____,
thirsty in _____, Postal Code: ____, Phone: _____, registered node CPF/CNPJ
under the No. ____, henceforth called HIRED, represented in this act for the _____,
(nationality), holder of Identity Card no. _____, and CPF number _____, resident and domiciled in
(Municipality - State), in _____, have mutually agreed to enter into this contract,
subject to the following clauses and conditions:

CLAUSE FIRST – FROM THE BASIS

1.1. This contract is based on INTERNATIONAL ELECTRONIC COMPETITION No. 2026/0003-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 purpose.

CLAUSE SECOND – FROM THE LINKAGE TO THE NOTICE AND THE PROPOSAL

2.1. Compliance with this contract is linked to the terms of INTERNATIONAL ELECTRONIC TENDER No. 20260003/SETUR/CCC, the Technical Specifications, the contractor's proposal and any annexes to the respective documents, which form part of this instrument, regardless of their transcription.

CLAUSE THIRD – DO OBJECT

3.1. The subject matter of this instrument is... EXECUTION BY THE CONTRACTOR OF ENVIRONMENTAL REQUALIFICATION, DRAINAGE AND URBANIZATION WORKS OF LAGOONS IN THE MUNICIPALITY OF PARACURU-CE, UNDER AN INTEGRATED EXECUTION REGIME, according to the specifications contained in ANNEX A - TERMS OF REFERENCE and its Annexes, an integral part of the aforementioned tender, regardless of transcription and in the CONTRACTOR's proposal.

CLAUSE FOURTH – FROM THE EFFECTIVE DATE AND EXTENSION

4.1. THE term of validity this contract and of 10 (ten) months, counted from the date of publication of its extract in the Official Gazette of the State of Ceará, in form of art. 105 c/c the art. 94 both from the Law Federal No. 14.133/2021, allowing for its extension provided that the competent authority certifies that the conditions and the Prices remain

advantageous for the Administration, and negotiation with the CONTRACTOR is permitted.

CLAUSE FIFTH – FROM THE EXECUTION CONTRACTUAL

5.1. THE regime of execution indirect if will give put contract put price unit.

5.2. The timeframe for completing the projectThe contractual term is 06 (six) months, counted from the date of receipt of the service order or equivalent instrument by the CONTRACTED PARTY.

5.2.1. THE term of execution could to be extended, us terms from the Law No. 14.133/2021.

CLAUSE FRIDAY – FROM THE SUBCONTRACTING

6.1. It will bePartial subcontracting of the contractual object is permitted under the terms established in sub-item 19.7 of the tender notice.

CLAUSE SEVENTH – DO PRICE

7.1. THE value total from the hiring and of R\$ (_____).

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

CLAUSE EIGHTH – DO PAYMENT

8.1. Liquidation

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

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 a consultation.*onlineto* SICAF or, if access to said System is impossible, by consulting the official websites or the documentation mentioned in sub-item 11.4 of the notice.

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

8.1.6. If the contractor's situation is found to be irregular through SICAF, 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. There being nolf the regularization is not completed or 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 steps to terminate the contract as outlined in the administrative proceedings corresponding, ensuring the contractor the right to a full defense.

8.1.9. Having the effective execution of object, you payments will performed Normally, this continues until a decision is made to terminate the contract if the contractor fails to rectify their situation.

8.2. Term of payment

8.2.1. Payment will be made within 10 (ten) business days from the completion of the expense settlement.

8.2.2. In the event of a delay by the client, the amounts owed 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. Form of payment

8.3.1. Payment will be made via direct deposit into 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 payment order is marked as issued.

8.3.3. Upon payment, the tax withholding stipulated by law will be applied applicable.

8.3.3.1. Regardless of the tax percentage included in The established percentages will be withheld at source at the time of payment, if applicable. in current legislation.

8.3.4. Contractors who are duly registered under the Simples Nacional tax regime, in accordance with Complementary Law No. 123/2006, will not be subject to withholding tax on taxes and contributions. covered put that one regime. Node However, the payment it will stay air-conditioned to present proof, through an official document, that they are entitled to the preferential tax treatment provided for in the aforementioned Supplementary Law.

8.4. Anticipation of Payment

8.4.1. Payment is prohibited before the project has been completed or if the project does not conform to the specifications of this agreement.

CLAUSE NINTH – DO ADJUSTMENT

9.1. Prices initially Contracts 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, through the application of the National Civil Construction Index - INCC-DI -MATERIALS, EQUIPMENT AND SERVICES - serial code 160914 - column 2, edited by the Getúlio Vargas Foundation Vargas, exclusively to to the obligations initiated and completed after the The occurrence of annuality is determined according to the following formula:

9.3. Us adjustments subsequent to the first, the interregnum minimum of one year it will be

counted based on the financial effects of the last adjustment.

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 a written agreement. additive.

9.7. THE readjustment it will be performed put Apostille.

CLAUSE TENTH – OF OBLIGATIONS DO CONTRACTOR AND DO HIRED

10.1. OF OBLIGATIONS DO CONTRACTOR

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

10.1.2. To receive the item within the timeframe and conditions established in this document and its terms.attachments;

10.1.3. Notify the contractor, in writing, of any defects, flaws, or inaccuracies found. node object hired, to what it is put he substituted, repaired or corrected, node total or partly at their own 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 the 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 by law and in the tender specifications when the contractor fails to fulfill its obligations;

10.1.8. To 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.contract.

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

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

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

10.2. OF OBLIGATIONS DO HIRED

10.2.1. The contractor must fulfill all obligations outlined 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 product, in accordance with the Consumer Protection Code;

10.2.1.2. Notify the client, no later than 24 (twenty-four) hours before the service delivery date, of the reasons that make it impossible to meet the scheduled 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. To repair, correct, remove, rebuild or replace, at their own expense, in whole or in part. part, node term fixed for the fiscal of contract, you services us which if check flaws, defects or inaccuracies resulting from the workmanship or the materials used;

10.2.1.5. Taking responsibility for vices and damages arising from the execution of the contract, as well as for any and all damages 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. what it will stay authorized the discount of 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 submit the following documents to the sector responsible for contract oversight, along with the invoice for payment purposes: 1) proof of compliance with Social Security regulations; 2) Joint Certificate relating to Federal Taxes and the Active Debt of the Union; 3) certificates proving compliance before the State or District Treasury of the contractor's domicile or headquarters; 4) Certificate of Regularity of FGTS – CRF; and 5) Certificate Negative of Debits Labor –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 of 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 site where the work is being carried out.

10.2.1.10. To halt, as instructed by the client, any activity that is not being carried out in accordance with good practice or that jeopardizes the safety of people or property belonging to third parties.

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

10.2.1.12. Throughout the entire contract period, and as long as it is regulated, the company must comply 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, as per sub-item 12.5.4.1 of the Notice, the reservation of positions and vacancies. the what if refer the subitem above, with the indication of the employees who filled the aforementioned vacancies, as stipulated 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 inThe sizing of the quantities in your proposal, including variable costs arising from future and uncertain factors, must be supplemented if the amount initially foreseen in your proposal is not sufficient to meet 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 allow the use of any labor by children under sixteen years of age, except as apprentices for those over fourteen years of age, nor to allow the use of the labor of children 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 project, during the term of the agreement.contract.

10.2.1.17. To arrange for the replacement of any professional involved in the execution of the contractual object whose conduct is deemed undesirable by the supervisory body. contractor.

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.

10.2.1.19. Perform hiring of insurance against risks of engineering.

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. THThe CONTRACTOR may only process personal data within the limits and for the 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 must indicate, within a maximum period of 5 (five) business 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 article 41 of the LGPD and if The company undertakes to keep the CONTRACTING PARTY informed about the updated contact details of its Data Protection Officer whenever they are replaced, regardless of any changes to its website.

11.4. The CONTRACTOR must cooperate with the Direct and Indirect Administration of the State. from Ceará in fulfilling the obligations related to the exercise of the rights of the Holders foreseen in LGPD and in the Laws and Regulations of Protection of Data in force and also in fulfilling requests and orders 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 virtue 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 agree to safeguard the confidentiality of the data, ensuring that only those who actually need access to it do so, and 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 must eliminate the Personal data that comes to your knowledge or possession due to the fulfillment of the purpose of this contractual instrument will be processed as soon as there is no need for it.

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 object of this contractual instrument, within 30 (thirty) consecutive days, counted from the date of any of the contract termination scenarios, with retention being authorized only in 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 must ensure that the subcontractor will offer the same level of data security, producing and storing evidence of this;

11.8. The PARTIES must adopt good governance practices and technical and administrative measures regarding data processing, consistent 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 will be responsible for ensuring that all its employees, consultants, suppliers and/or service providers who, in the exercise of their activities, if they have access to and/or knowledge of the information and/or personal data, they will act in accordance with this contract and with 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. This document will be permanently available for viewing by the CONTRACTING PARTY 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 related to the execution of this Contract.

11.9. In the event of a security incident related to the data processed in this bidding process/contract, what commits the confidentiality, the integrity and the 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 incident;
- b) Date and time from the science for the PART responsible;
- c) Description of the data personal affected;
- d) Number of holders affected;
- e) Relationship of the holders involved;
- f) Risks related to the incident;
- g) Indication of measures techniques and of security used to the protection of the data;
- h) Reasons from the delay, node case of the communication no be been immediate;
- i) Measures what they were or what will adopted to reverse or mitigate you effects of prejudice;
- j) The contact information for the Data Protection Officer or...another person from whom it may be possible to obtain more information about what happened;

11.9.1. In hypothesis described above, to the PARTIES will act in regime of cooperation to:

- a) Define and implement the necessary measures to stop the incident and minimize its impacts;
- b) Provide to the information necessary the investigation of occurred node smaller term possible;
- c) To 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 a record of the transactions performed in the access application (*log*), adequate control based in function (*role based access control*) and with transparent identification of the profile of accredited individuals, everything established as a way to guarantee, among other things, the traceability of each transaction and the honest 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 preparing the Personal Data Protection Impact Assessment

Report, considering the sensitivity and inherent risk of the services covered by this contract, with regard to data...personal.

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

11.13. In the event that the State is held liable for damages and/or violations of the LGPD arising from of object of contract, should to be determined you damage what effectively each one of the parties causing harm to the data subject, for the purpose of ensuring the State's right of recourse under the law.

11.13.1. The CLIENT may conduct due diligence to verify compliance with this clause, and the CONTRACTOR 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 modified in procedures pertaining to the processing of personal data, when indicated by the competent authority, especially the ANPD (National Data Protection Authority), through technical opinions or recommendations issued in accordance with the LGPD (Brazilian General Data Protection Law).

CLAUSE TENTH SECOND – FROM THE GUARANTEE OF EXECUTION

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. 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.

12.3. The replacement of the surety bond will be permitted on the renewal or anniversary date, provided that the...The terms and coverage of the current policy shall apply, and no period shall be uncovered, except as provided in sub-item 12.5 of this instrument.contract.

12.4. 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.

12.5. In the event of suspension of the contract by order of or default by the Administration, the CONTRACTOR will be relieved of the obligation to renew the guarantee or endorse the insurance policy until the order to resume execution is given or the contract is fulfilled by the Administration.Administration.

12.6. THE guarantee will ensure, any what it is the modality chosen, the paymentof:

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

12.6.2. Fines moratoriums and punitive applied for the Administration to the HIRED; and

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

12.7. The surety bond option will only be accepted if it covers all events. as indicated in sub-

item 12.6, in accordance with the legislation governing the matter.

12.8. The cash guarantee must be made in favor of the CONTRACTING PARTY, in an account. specifically at Banco Bradesco SA, with monetary correction.

12.9. If the option chosen is to use government bonds, these must have been issued under the form written, through record in system centralized of liquidation and Custodial assets authorized by the Central Bank of Brazil, and valued according to their economic values, as defined by the relevant Ministry.

12.10. 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 Code.Civil.

12.11. Node case of change of value of contract, or extension of your validity, the The warranty should be adjusted or renewed, following the same parameters.used when hiring.

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

12.13. The CONTRACTING PARTY will execute the guarantee in the manner provided for in the legislation governing thematter.

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

12.15. 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.

12.16. The guarantee will be extinguished upon return of the policy, letter of guarantee, or authorization for... the liberation of importance deposited in money the title of guarantee, accompanied by a statement from the CONTRACTING PARTY, in writing, that the CONTRACTED PARTY has fulfilled all the clauses of the contract.

12.17. The guarantor is not a party to the proceedings.Administrative proceedings initiated by the CONTRACTING PARTY with the objective of investigating damages and/or applying sanctions to HIRED.

12.18. The CONTRACTOR authorizes the CONTRACTING PARTY to retain the guarantee at any time, as stipulated in this contract.

12.19. In addition to the guarantee provided for in Articles 96 et seq. of Law No. 14.133/2021, this contract includes a provision for a service guarantee, including maintenance and technical assistance, as applicable and under the conditions established in the Technical Specifications.

CLAUSE TENTH THIRD – OF OFFENSES AND SANCTIONS ADMINISTRATIVE

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

13.1.1. Der cause the non-performance partial of contract;

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

13.1.3. Der cause the non-performance total of contract;

13.1.4. To cause a delay in the execution or delivery of the object of the contract without justification. Justified; Presenting false documentation or making false statements during the execution of contract;

13.1.5. To practice act fraudulent in execution of contract;

13.1.6. Behave of mode unsuitable or commit fraud of any nature;

13.1.7. To practice act harmful expected node art. 5th from the Law No. 12.846/2013.

13.2. They will be 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 a more severe penalty is not justified;

13.2.2. Offside of bid and hire, when practiced to the conduct described us sub-items 13.1.2, 13.1.3 and 13.1.4 of this contract, whenever the imposition of a more severe penalty is not justified;

13.2.3. Declaration of ineligibility to bid and contract, when the following conduct is practiced: described in sub-items 13.1.5, 13.1.6, 13.1.7 and 13.1.8 of this contract, 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) per month. Failure to comply with the deadline set for submitting, supplementing, or replacing 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. Compensatory of 20% (twenty put one hundred) on the value total of contract, node case total non-execution of the project.

13.3. The application of the sanctions stipulated 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 from the application from the fine it will be allowed the defense of interested node term of 15 (fifteen) days useful days, counted from the date of notification.

13.5. The application of sanctions will take place in an administrative process that ensures the right to a fair hearing and full defense for the CONTRACTOR, observing the procedure foreseen in... *caput* and paragraphs of [Article 158 of Law No. 14.133/2021](#), for the penalties of being barred from bidding and contracting, and being declared ineligible to bid or contract.

13.6. In application of sanctions will considered:

13.6.1. THE nature and the gravity from the infringement committed;

13.6.2. To the peculiarities of caseconcrete;

13.6.3. To the circumstances aggravating factors or mitigating factors;

13.6.4. You damage what her originate to theCONTRACTOR;

13.7. The implementation or theImprovement of the integrity program, in accordance with the rules and guidelines of the control bodies. The acts foreseen as administrative infractions in [Law No. 14.133/2021](#), or in other public procurement and contracting laws 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 the aforementioned 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 illegal 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 sector with a relationship of affiliation or control, de facto or de jure, with the CONTRACTED PARTY.CONTRACTED, observing, in all cases, the principles of adversarial proceedings, full defense, and the mandatory requirement of prior legal analysis.

13.9. The CONTRACTING PARTY must, within a maximum period of 15 (fifteen) working days, counted from the date of application of the sanction, inform and keep updated the data relating to the sanctions for They are applied, for advertising purposes, 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 being declared ineligible to bid or contract, are subject to rehabilitation as per the provisions of...[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 fully offset. or partially, with you credits due for the mentioned organ arising this same contract or other administrative contracts that the CONTRACTED PARTY has with the same body that is now the CONTRACTING PARTY.

13.11.1. In impossibility of payment from the fine put quite of discounts of the existing credits or contractual guarantee, theThe CONTRACTOR will collect the fine through a State Collection Document (DAE), which may be replaced by another legal instrument. in name of CONTRACTOR, if no the if you do, it will be charged in process of execution.

CLAUSE TENTH FOURTH – FROM THE EXTINCTION CONTRACTUAL

14.1. This contract if extinguishes in the following hypotheses:

I – When both parties fulfill their obligations, 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 art.[Article 137 of Law No. 14.133/2021](#), as well as amicably, ensuring the right to a fair hearing and full defense.

the) In this hypothesis, apply also youarts. [138 and 139 from the same Law](#).

14.2. THE change social or the modification from the purpose or from the structure from

the enterprise It will not give rise to termination if it does not restrict your ability to complete the contract.

14.2.1. If the operation imply change from the person legal CONTRACTED, should A formal addendum to the agreement will be drawn up to allow for a subjective change.

14.3. THE term of termination, always what possible, it will be preceded by:

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

14.3.2. Relationship of the payments already carried out and yetdue;

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

14.5. This contract may be terminated at any time by the CONTRACTING PARTY, upon prior notice of at least 30 (thirty) days, in cases of termination arising from the provisions of clause VIII, of art. 137, from the Law Federal No. 14.133/2021, without what fit to the CONTRACTED PARTY, right to compensation of any kind.

CLAUSE TENTH FIFTH – FROM THE ADEQUACY BUDGETARY

15.1. The expenses arising from this contractThese expenses will be covered by specific funds allocated in the State General Budget for this fiscal year, under the budget item detailed below:

36100007.23.695.351.12292.03.449051.15009100000.0:

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 TENTH FRIDAY – OF CHANGES

16.1. Any contractual changes will be governed by the rules of...[articles 124 and followingof 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) percent) of the updated initial contract value, and, in the case of building or equipment renovation, the limit for additions will be 50% (fifty percent).

16.3. Registrations that do not constitute an amendment to the contract may be made by simple endorsement, without the need for an addendum, as per the... [art. 136 of Law no.14.133/2021](#).

CLAUSE TENTH SEVENTH – OF THE CASES OMISSIONS

17.1. Any omissions will be decided by the CONTRACTING PARTY, according to the provisions contained in the 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 TENTH EIGHTH – FROM THE PUBLICATION

18.1. The CONTRACTING PARTY shall be responsible for publishing this instrument on the National Public Procurement Portal (PNCP), as provided for in...[art. 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 TENTH NINTH – FROM THE OVERSIGHT

19.1. Contract execution will be monitored by the Manager of Contract between Luiz Mauro Aragão Rosa, registration number 300.150.1-0, specially designated representative for 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 the respective...substitute.

CLAUSE TWENTIETH – DOFORUM

20.1. The court of the municipality where the CONTRACTING PARTY's headquarters are located is hereby chosen as the exclusive forum for resolving any disputes arising from the execution of this Contract that cannot be settled through conciliation, in accordance with...[Article 92, §1, of Law No. 14.133/2021](#).

And, because they agreed, it was hereby order the present contract to be drawn up, which has been reviewed by the Legal Department of the CONTRACTING PARTY, and from which 3 (three) copies of equal content and form have been 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.

Local and date

(name of representative)
CONTRACTOR

(name of representative)
HIRED

Witnesses:

(name from the witness 1)RG:
CPF:

(name from the witness
2)RG:
CPF:

Seen:

(name of attorney/advisor legal from theCONTRACTOR)

APPENDIX E.1 – APPENDIX FROM THE DRAFT DO CONTRACT (ON THE 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, inbeing ordered to pay social security debts arising from the execution of object of Contract node ____ / ____, celebrated with the SETUR, through from the _____...to proceed with the registration of the aforementioned debt, duly updated, in the active debt, so that, if necessary, a subsequent enforcement action can be filed.fiscal.

REPRESENTATIVE LEGAL FROM THE ENTERPRISE (name and signature)

ANNEX F - COMMITMENT AGREEMENT FOR DELIVERY OF THE DETAILED GENERAL BUDGET OF UNIT PRICE COMPOSITIONS AND AUXILIARY COMPOSITIONS OF THE CONTRACTED OBJECT

LOCAL AND DATE

THE Secretary of Tourism

OBJECT:INTERNATIONAL ELECTRONIC COMPETITION No. 20260003/SETUR/CCC, WHOSE OBJECT ISThe execution of environmental requalification, drainage, and lagoon urbanization works in the municipality of Paracuru-CE, under the regime ofIntegrated execution.

....., registered node CNPJ node....., put intermediate of your representative legal the Mr....., bearer from the Portfolio of Identity node.....and of CPF node, DECLARES, what will present,

Along with the basic project, the documentation listed below, duly approved by the Administration:

- BUDGET GENERAL DETAILED
- COMPOSITIONS OF PRICES UNITARY and COMPOSITIONS ASSISTANTS

.....
Name(s) and signature(s) of the) responsible person(s) legal(s) for the Proponent

APPENDIX G - COMPOSITION ANALYTICAL FROM THE RATE OF BDI (SERVICES) AND MATERIALS) AVAILABLE AT THE LINK:

https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1lK5?usp=sharing

APPENDIX H - COMPOSITION OF CHARGES LABOR AND SOCIAL

AVAILABLE NODE LINK:

[https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1IK5?
usp=sharing](https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1IK5?usp=sharing)



APPENDIX I - MODEL OF FORM OF COMPOSITION OF PRICES UNITARY COSTS OF SERVICES, MATERIALS AND EQUIPMENT

novembro-24

TABELA DESONERADA- 28.1
Sinapi desonerada set/24

COMPOSIÇÃO DE PREÇO UNITÁRIO DE SERVIÇO							
CODIGO	ELABORAÇÃO DE PROJETOS EXECUTIVOS DE ENGENHARIA				UNIDADE:		
					UN		
	Mão de Obra Suplementar	Unidade	Coefic.	Custo unitário	Custo Horário		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
				A) Total	6.617,00		
	Material	Unidade	Coefic.	Custo unitário	Custo Parcial		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
				B) Total			
	Serviços Auxiliares	Unidade	Coefic.	Custo unitário	Custo Parcial		
-	-	-	-	-	-		
-	-	-	-	-	-		
-	-	-	-	-	-		
				C) Total			
	Equipamento	UD	Utilização		Custo Operac.		Custo Horário
			Prod.	Improd.	Prod.	Improd.	
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
				D) Total			
Custo Unitário Direto Total (A + B + C + D)					R\$		
Bonificação e Despesas Indiretas (BDI)					R\$		
Preço Unitário Total					R\$		

Documento assinado eletronicamente por: CARLOS GUSTAVO DE SOUSA MONTENEGRO em 13/05/2026, às 17:58 ALEX CURVELLO ARRUDA LOPES em 13/05/2026, às 15:41 (horário local do Estado do Ceará), conforme disposto no Decreto Estadual nº 34.097, de 8 de junho de 2021. Para conferir, acesse o site <https://suite.ce.gov.br/validar-documento> e informe o código 6EBB-5AE1-2155-6137.



APPENDIX J - PRELIMINARY DRAFT

AVAILABLE NODE LINK:

https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1IK5?usp=sharing

APPENDIX K – ABC CURVE

AVAILABLE NODE LINK:

https://drive.google.com/drive/folders/18EZ4ICb1PnCVSJNnJm1cFTehOb_g1IK5?usp=sharing