PRICE REGISTRATION SYSTEM - SRP

ELECTRONIC REVERSE AUCTION No. 09-2026/GALIC/AC/CBTU

(UASG: 275068)

SUMMARY OF SUBJECT MATTER

Price registration for the potential purchase of type 57 rails for STU-REC.

EVALUATION CRITERION

Highest discount.

PUBLIC SESSION DATE

04/12/2026 at 10:00 AM (Brasília time).

CBTU

MINISTRY OF CITIES

COMPANHIA BRASILEIRA DE TRENS URBANOS - CBTU

ELECTRONIC REVERSE AUCTION SRP No. 09-2026/GALIC/AC/CBTU

GENERAL INFORMATION

Field	Information
Order number	09-2026
Proceeding	2245-2026
Responsible for procurement	General Procurement Management Office - GALIC
Requesting area	GAESP
Procurement method	Reverse auction
Processing format	Electronic
Processing arrangement	Price Registration System
Evaluation criterion	Highest discount
Bidding mode	Open
Award basis	By item
Performance regime	Unit-price contracting
Operating system	COMPRAS.GOV - https://www.gov.br/compras/pt-br
Start of proposal receipt	12/11/2026
End of proposal receipt	04/12/2026
OPENING OF PUBLIC SESSION	04/12/2026 at 10:00 AM
CHALLENGES	Up to 5 (five) business days before the scheduled public session
CLARIFICATION	Up to 3 (three) business days before the scheduled session
Estimated value	R$ 7,285,455.69 (highest discount)
Access to Tender Notice	https://www.gov.br/compras/pt-br https://www.cbtu.gov.br/index.php/pt/licitacoes/consulta/novo-sistema licitacao@cbtu.gov.br Setor Bancário Norte, Quadra 01, Bloco B, Edifício CNC, 13th floor - GALIC - Brasília/DF; 09:00-12:00 and 13:00-17:00
RILC-CBTU	https://www.cbtu.gov.br/images/licitacoes/rilc_cbtu.pdf
Performance security	5% (five per cent) of the contract value
Additional information	licitacao@cbtu.gov.br or (61) 2107-8374 / 8375 / 8376

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ELECTRONIC REVERSE AUCTION No. 09-2026/GALIC/AC/CBTU

PREAMBLE

Notice is hereby given to interested parties that Companhia Brasileira de Trens Urbanos - CBTU, through its General Procurement Management Office, headquartered at Setor Bancário Norte, Quadra 01, Bloco B, Edifício CNC, 9th to 13th floors, Brasília/DF, postal code 70.041-902, shall conduct a tender for PRICE REGISTRATION by ELECTRONIC REVERSE AUCTION, using the HIGHEST DISCOUNT criterion, to select the most advantageous proposal for the potential purchase of 741.82 metric tonnes of TR-57 rails for STU-REC, new, in 12-metre lengths, with a nominal mass of 57 kg/m, manufactured and tested in accordance with ABNT NBR 7590:2012, to meet the needs of CBTU's Recife Urban Trains Superintendency, in accordance with the conditions, quantities and requirements established in this TENDER NOTICE and its ANNEXES; pursuant to Law No. 13,303 of June 30, 2016; Decree No. 8,945 of December 27, 2016; the Internal Regulations on Tendering, Direct Procurement, Contracts and Cooperation Agreements of Companhia Brasileira de Trens Urbanos - RILC-CBTU, available at https://www.cbtu.gov.br/images/licitacoes/rilc_cbtu.pdf; Supplementary Law No. 123 of December 14, 2006; Decree No. 8,538 of October 6, 2015, as amended by Decree No. 10,273 of March 13, 2020; Normative Instruction SEGES/MPDG No. 03 of April 26, 2018 (SICAF); Normative Instruction SEGES/ME No. 73 of September 30, 2022, where applicable; and other applicable legislation.

In view of Article 66 of Law No. 13,303 of 2016, read together with Article 177 of RILC-CBTU, this tender shall be governed, on a supplementary basis, by Decree No. 11,462 of March 31, 2023 and its amendments, insofar as they do not conflict with the aforementioned legal and regulatory instruments.

In view of Communication No. 01/2023 of the Secretariat for Management and Innovation of the Ministry of Management and Innovation in Public Services - SEGES/MGI, this tender shall be processed through the electronic Reverse Auction module of the Federal Government Procurement Portal, COMPRAS.GOV System (www.gov.br/compras).

For the purposes of the preceding paragraph, the rules set forth in Law No. 13,303 of 2016 shall be reconciled with the information and communication technology solutions available in the COMPRAS.GOV System's Reverse Auction module. Priority shall always be given to interpretations that benefit potential bidders and enable the principles of selection of the best proposal, wider competition, simplification, efficiency and reasonable duration of proceedings to be implemented.

This tender is deemed international because foreign bidders not operating in Brazil are permitted to participate for performance of the subject matter within Brazilian territory, pursuant to Article 23-A of RILC-CBTU. A full version of the tender document shall be made available in a foreign language (English).

1. SUBJECT MATTER

1.1. The purpose of this tender is to register prices for the future potential purchase of 741.82 metric tonnes of TR-57 rails for STU-REC, new, in 12-metre lengths, with a nominal mass of 57 kg/m, manufactured and tested in accordance with ABNT NBR 7590:2012, under the conditions, quantities and requirements established in this Tender Notice and its annexes.

1.1.1. If there is a discrepancy between the description entered in the system (www.gov.br/compras), resulting from use of the Materials and Services Catalogue, and the description in the Terms of Reference, the latter shall prevail.

1.2. The tender shall be conducted as a SINGLE GROUP, comprising 741.82 (metric tonnes) items, in accordance with the Terms of Reference - Annex I to this Tender Notice, as shown in the table below. Bidders shall submit a proposal covering all items in the group.

1.3. Groups/Items and quantities, pursuant to items 3.14 and 5 of the Terms of Reference:

Description	Quantity	Unit	Unit price	Total amount
TR57 carbon-steel rail - L = 12 m	741.82	t	R$ 9,821.0559	R$ 7,285,455.69

1.4. The technical specifications and other requirements and characteristics of the subject matter are described in the Terms of Reference and their ANNEXES, which form part of this Tender Notice.

1.5. The evaluation criterion is HIGHEST DISCOUNT.

1.6. The contractual performance regime is unit-price contracting.

1.7. The estimated procurement value is R$ 7.285.455,69 (seven million two hundred and eighty-five thousand four hundred and fifty-five reais and sixty-nine centavos).

2. PRICE REGISTRATION

2.1. Adoption of price registration is justified under Article 181 of RILC-CBTU by the possibility of a good, according to operational needs, the scheduling of interventions and budget availability, pursuant to items 2.6 and 2.7 of the Terms of Reference - Annex I to this Tender Notice.

2.2. The managing body for the Price Registration Agreement shall be designated by the Technical Directorate of Companhia Brasileira de Trens Urbanos - CBTU (UASG 275068) from among its management units.

2.3. Since CBTU is the sole contracting entity, the Price Registration Intention procedure has been waived in this tender under Article 186, paragraph 2, of RILC-CBTU.

2.4. CBTU shall not accept accessions to the Price Registration Agreement relating to this tender procedure.

3. BUDGET RESOURCES

3.1. Since this is a price registration procedure, the budget appropriation need not be specified at this time. It shall be required only when the relevant contractual instrument is formalized, pursuant to Article 183 of RILC-CBTU.

4. ACCREDITATION

4.1. Accreditation is the basic registration level in the Unified Supplier Registration System (SICAF), enabling interested parties to participate in electronic reverse auctions.

4.2. Registration in SICAF may be initiated on the Federal Government Procurement Portal at www.gov.br/compras, by the interested party requesting a login and password.

4.3. Accreditation with the system provider entails the responsibility of the bidder or its legal representative and the presumption that it has the technical capacity to conduct the transactions inherent in this Reverse Auction.

4.4. The bidder is solely responsible for use of its access password, including any transaction carried out directly or through its representative. Neither the system provider nor the body or entity responsible for this tender shall be liable for any damage arising from misuse of the password, even by third parties.

4.5. Loss of the password or a breach of confidentiality shall be immediately reported to the system provider for immediate blocking of access.

5. PARTICIPATION IN THE REVERSE AUCTION

5.1. Interested parties whose business activities are compatible with the subject matter of this tender and that are previously accredited in the Unified Supplier Registration System - SICAF and on the Federal Government Procurement Portal (www.gov.br/compras) may participate in this Reverse Auction.

5.2. Bidders bear sole and formal responsibility for transactions carried out in their name and regard their proposals and bids as firm and truthful, including acts performed directly or by their representatives. The system provider and the body or entity conducting the tender shall not be liable for any damage arising from misuse of access credentials, even by third parties.

5.3. Registered parties are responsible for verifying the accuracy of their registration details in the systems referred to in the preceding item and keeping them updated with the bodies responsible for the information. They shall immediately correct or amend the records whenever inaccuracies or outdated information are identified.

5.4. Failure to comply with the preceding item may result in disqualification at the qualification stage.

5.5. Preferential, differentiated and simplified treatment shall be granted to microenterprises, small businesses, family farmers, individual rural producers, individual microentrepreneurs - MEI, and cooperative societies within the limits established by Supplementary Law No. 123 of 2006 and Decree No. 8,538 of 2015, as amended by Decree No. 10,273 of 2020.

5.5.1. The legal entities listed in Article 3, paragraph 4, of Supplementary Law No. 123 of 2006 may not benefit from preferential, differentiated and simplified legal treatment.

5.6. Pursuant to Article 38 of Law No. 13,303 of 2016, the following individuals or legal entities, acting alone or in a consortium, are barred from participating in this tender:

5.6.1. Those whose administrator or shareholder holding more than 5% (five per cent) of the share capital is a CBTU director or employee, as provided by law;

5.6.2. Those suspended by CBTU from tendering and contracting, as provided by law;

5.6.3. Those declared ineligible by a body or entity of the Federal Public Administration, while the sanction remains in effect, as provided by law;

5.6.4. Those formed by a shareholder of a company suspended, barred or declared ineligible by a body or entity of the Federal Public Administration, as provided by law;

5.6.5. Those whose administrator is a shareholder of a company suspended, barred or declared ineligible by a body or entity of the Federal Public Administration, as provided by law;

5.6.6. Those formed by a shareholder who was a shareholder or administrator of a company suspended, barred or declared ineligible by a body or entity of the Federal Public Administration at the time of the events giving rise to the sanction, as provided by law;

5.6.7. Those whose administrator was a shareholder or administrator of a company suspended, barred or declared ineligible by a body or entity of the Federal Public Administration at the time of the events giving rise to the sanction, as provided by law;

5.6.8. Those whose board includes a person who, through a relationship of the same nature, participated in a company declared ineligible by a body or entity of the Federal Public Administration, as provided by law;

5.6.9. Anyone related, up to the third civil degree, as provided by law, to:

5.6.9.1. A CBTU executive;

5.6.9.2. An employee whose duties involve working in the area responsible for tendering or contracting;

5.6.9.3. An authority of the public entity to which CBTU is linked.

5.6.10. Those whose owner, even as a shareholder, ended their management term or relationship with CBTU less than 6 (six) months previously;

5.6.11. Those declared bankrupt.

5.7. The following may also not compete in this tender:

5.7.1. Anyone who fails to meet the conditions of this Tender Notice and its annexes;

5.7.2. The individual or legal entity that prepared the preliminary design, basic design or detailed design, when the tender concerns services or the supply of goods related to that design;

5.7.3. A company, acting alone or in a consortium, responsible for preparing the basic or detailed design, or a company in which the design author is an executive, manager, controlling shareholder, shareholder or holder of more than 5% (five per cent) of the voting capital, technical officer or subcontractor, when the tender concerns services or the supply of goods required for that design;

5.7.4. A consortium member participating in the same tender through more than one consortium or individually;

5.7.5. Any individual or legal entity barred from participating at the time of the tender as a result of a sanction imposed upon it;

5.7.6. Anyone having a technical, commercial, economic, financial, employment or civil relationship with a CBTU executive or employee working in procurement or in the requesting area, or involved in contract management or inspection, or who is their spouse, partner or relative in the direct or collateral line or by affinity, up to the third degree;

5.7.7. Parent companies, subsidiaries or affiliates, as defined in Law No. 6,404 of December 15, 1976, competing against one another;

5.7.8. Any individual or legal entity that, in the 5 (five) years preceding publication of the Tender Notice, has been convicted by a final, unappealable court judgment of exploiting child labour, subjecting workers to conditions analogous to slavery, or hiring adolescents in circumstances prohibited by labour legislation;

5.7.9. Any CBTU employee or executive;

5.7.10. Public Interest Civil Society Organizations - OSCIP, acting in that capacity, pursuant to TCU Plenary Decision No. 2,426/2020; and

5.7.11. Cooperative societies.

5.8. A legal entity undergoing judicial or out-of-court reorganization may participate in the tender provided it is supported by a certificate issued by the competent court stating that it has the economic and financial capacity to participate in a tender procedure, pursuant to TCU Plenary Decision No. 1,201/2020.

5.9. The restriction referred to in item 5.7.4 also applies to a bidder acting in place of another individual or legal entity to circumvent a sanction imposed on that party, including its parent company, subsidiary or affiliate, provided the unlawful act or fraudulent use of the bidder's legal personality is duly proven.

5.10. At CBTU's discretion and exclusively in its service, the design author and the company referred to in items 5.7.2 and 5.7.3 may support procurement planning, conduct of the tender or contract management, provided they are exclusively supervised by Company employees.

5.10.1. Companies belonging to the same economic group shall be treated as design authors;

5.10.2. Items 5.7.2 and 5.7.3 do not prevent tendering or contracting for a service that includes, among the contractor's obligations, preparation of the basic and detailed designs under integrated contracting, or of the detailed design under other performance regimes.

5.11. The prohibition referred to in item 5.7.8 extends to a third party assisting in the procurement process as a member of the support team, a specialist professional, or an employee or representative of a company providing technical advice.

5.12. In tenders conducted within projects and programmes partly financed by an official foreign cooperation agency or an international financial institution using financing proceeds or national counterpart funds, no individual or legal entity listed as sanctioned by those entities or declared ineligible by the Federal Public Administration may participate, pursuant to Article 38, item III, of Law No. 13,303 of 2016.

5.13. In the case of a consortium, the following rules shall apply, without prejudice to other rules in this Tender Notice, RILC-CBTU and applicable legislation:

5.13.1. A public or private undertaking to establish the consortium, signed by its members, shall be submitted;

5.13.2. The legal entity responsible for leading the consortium shall be identified;

5.13.3. The rules established in this Tender Notice concerning evidence of consortium qualification shall be observed;

5.13.4. Failure of any consortium member to qualify shall automatically disqualify the consortium;

5.13.5. There is no maximum number of consortium members;

5.13.6. Consortium members shall be jointly and severally liable for acts performed by the consortium in this tender;

5.13.7. In a consortium of Brazilian and foreign companies, leadership shall mandatorily rest with the Brazilian company or entity;

5.13.8. After opening of the public session, no member may be added, replaced, withdrawn or excluded; nor may the members' participation percentages be changed or the lead company replaced;

5.13.9. Changes referred to in the preceding subitem may only be made after a contract has been entered into and with CBTU's express authorization;

5.13.10. The winning bidder shall establish and register the consortium before entering into the contract.

5.14. Subcontracting shall be permitted only for ancillary services, such as loading, unloading, transport and stacking, among others.

6. SUBMISSION OF PROPOSALS

6.1. In this tender, the qualification stage shall follow the proposal and bid submission stages and the evaluation stage.

6.2. Bidders shall submit their proposal, containing the price or discount percentage according to the evaluation criterion adopted in this Tender Notice, exclusively through the electronic system (www.gov.br/compras), by the date and time established for opening the public session.

6.2.1. All time references in this Tender Notice, in notices and during the public session shall follow Brasília/DF time.

6.3. When registering the initial proposal, bidders shall declare in the appropriate system field that:

6.3.1. They are aware of and agree to the conditions in the Tender Notice and its annexes; their proposal includes all costs of complying with labour rights guaranteed by the Federal Constitution, labour laws, subordinate regulations, collective bargaining agreements and conduct adjustment agreements in force on the date of its final submission; and they fully meet the qualification requirements defined in the tender document;

6.3.2. They do not employ anyone under 18 in night work or hazardous or unhealthy work, or anyone under 16, except apprentices aged 14 or over, pursuant to Article 7, XXXIII, of the Constitution;

6.3.3. They have no employees performing degrading or forced labour, in compliance with Article 1, items III and IV, and Article 5, item III, of the Federal Constitution;

6.3.4. They comply with statutory and other specific requirements to reserve positions for persons with disabilities and persons rehabilitated by Social Security.

6.4. A bidder classified as a microenterprise, small business or cooperative society shall also declare, in the appropriate electronic system field, that it meets the requirements of Article 3 of Supplementary Law No. 123 of 2006 and is eligible for the preferential treatment provided in Articles 42 to 49 thereof.

6.4.1. Where an item is reserved exclusively for microenterprises and small businesses, selecting "no" shall prevent further participation in that item;

6.4.2. For items not reserved exclusively for microenterprises and small businesses, selecting "no" shall only remove entitlement to the preferential treatment under Supplementary Law No. 123 of 2006, even if the bidder is a microenterprise, small business or cooperative society.

6.5. A false declaration under items 6.3 to 6.4 shall subject the bidder to the sanctions provided for in Law No. 13,303 of 2016, RILC-CBTU and this Tender Notice.

6.6. Bidders may withdraw or replace the proposal entered in the system up to the opening of the public session.

6.7. No ranking shall be established during submission of proposals and qualification documents. Ranking shall occur only after the public session has opened and the bid submission stage has taken place.

6.8. Documents comprising the proposals of bidders invited to submit proposals shall be made publicly accessible after the bid submission stage.

6.9. If the function is available in the system, bidders may configure their minimum final price or maximum discount percentage when registering their proposal, subject to the following rules:

6.9.1. The minimum difference in prices or percentages between bids shall apply both to intermediate bids and to the bid that improves upon the best offer; and

6.9.2. The system shall submit bids automatically, observing the minimum final price, if set, and the increment referred to above.

6.10. The minimum final price or maximum final discount percentage configured in the system may be changed by the supplier during bidding, but the following shall be prohibited:

6.10.1. A price higher than a bid already registered by the supplier in the system when the lowest-price evaluation criterion applies; and

6.10.2. A discount percentage lower than a bid already registered by the supplier in the system when the highest-discount evaluation criterion applies.

6.11. The minimum final price or maximum final discount percentage configured pursuant to item 6.10 shall remain confidential to other suppliers and to the body or entity conducting the tender, but may be made strictly and permanently available to internal and external oversight bodies.

6.12. Bidders shall be responsible for all transactions carried out in their name in the electronic system and shall regard their proposals and bids as firm and truthful.

6.13. Bidders wishing to participate shall monitor operations in the electronic system throughout the tender procedure and bear the consequences of lost business resulting from failure to observe messages issued by CBTU or the system, or from their own disconnection.

6.14. Bidders shall immediately notify the system provider of any event that may compromise confidentiality or security, for immediate blocking of access.

7. COMPLETION OF PROPOSALS

7.1. Bidders shall submit their proposals by completing the fields relating to the item(s) of interest in the electronic system (www.gov.br/compras).

7.2. The Price Proposal shall follow the template provided by CBTU - Annex II to this Tender Notice.

7.2.1. The proposal shall contain a detailed description of the subject matter, including brand, manufacturer and quantity, together with all information comprising any cost and price formation spreadsheet;

7.2.2. All specifications of the subject matter included in the proposal shall bind the bidder;

7.2.3. Bidders shall observe the maximum unit and/or total prices estimated by CBTU;

7.2.4. Where the criterion is highest discount, the resulting price after application of the offered discount shall comply with CBTU's maximum estimated prices;

7.2.5. Proposals shall remain valid for at least 60 (sixty) days from their submission date.

7.3. Submission of a proposal entails an obligation to comply with its provisions in accordance with the Terms of Reference. The proponent undertakes to perform the tendered subject matter on those terms and to provide the materials, equipment, tools and utensils necessary in quantities and qualities suitable for proper contractual performance, replacing them when required.

7.4. Proposed amounts shall include all operating costs, social security, labour, tax and commercial charges, and any other charges directly or indirectly affecting performance of the subject matter.

7.4.1. Proposals and bids shall account for ICMS payable by the contractor in the state of origin and the ICMS differential payable by CBTU in the state of destination, as well as any other taxes applicable in this situation;

7.4.2. Regardless of the tax percentage entered in the spreadsheet, payments shall be subject to withholding at the rates prescribed by current legislation;

7.4.3. If the company's tax regime entails payment at variable rates, the appropriate quotation shall correspond to the average of the company's actual payments over the previous twelve months;

7.4.4. CBTU shall not accept payment conditions requiring an advance payment under any description.

7.5. Prices offered in both the initial proposal and the bidding stage shall be the bidder's sole responsibility, and no amendment may be requested on grounds of error, omission or any other pretext.

8. OPENING OF THE PUBLIC SESSION AND SUBMISSION OF BIDS

8.1. This tender shall open automatically in a public session through the electronic system (www.gov.br/compras), on the date, at the time and at the place specified in this Tender Notice.

8.1.1. Bidders may withdraw or replace the proposal entered in the system until the public session opens;

8.1.2. Proposal compliance shall be checked exclusively at the evaluation stage and only for the highest-ranked proposal.

8.2. The system shall provide a specific field for messages between the Auction Officer and bidders.

8.3. Once competitive bidding begins, bidders shall submit bids exclusively through the electronic system and shall be immediately notified of receipt and of the amount recorded.

8.4. Bids shall be submitted on the basis of the unit price of the item.

8.5. Bidders may submit successive bids, observing the scheduled opening time and the rules established in this Tender Notice.

8.6. A bidder may only submit a price lower than, or a discount percentage higher than, its last bid recorded in the system, subject to the minimum price or percentage difference between bids.

8.7. The minimum price or percentage difference between bids, applicable both to intermediate bids and to the proposal improving upon the best offer, shall be 0.1 (one tenth).

8.8. A bidder may delete its last bid once only, within fifteen seconds of its registration in the system, if the bid is inconsistent or unviable.

8.9. During bidding, the Auction Officer may exceptionally exclude a proposal or bid that could compromise, restrict or frustrate the competitive nature of the tender procedure, through an automatic electronic notification via the system.

8.9.1. Exclusion of a bidder's proposal under item 8.9 entails removal of the bidder from the tender, without prejudice to its right of defence at the appropriate time.

8.10. The procedure shall follow the adopted bidding mode.

8.11. If the "open" bidding mode is adopted for the electronic reverse auction, bidders shall submit public, successive bids, with extensions, according to the evaluation criterion adopted in this Tender Notice.

8.11.1. The bidding stage of the public session shall last ten minutes and shall thereafter be automatically extended by the system if a bid is submitted during the last two minutes of the session period.

8.11.2. The automatic extension referred to above shall last two minutes and shall recur whenever bids, including intermediate bids, are submitted during that extension.

8.11.3. If no further bids are submitted as provided above, the public session shall close automatically and the system shall rank and disclose bids in their final order.

8.11.4. Once the best proposal has been identified, if the difference from the second-ranked proposal is at least 5% (five per cent), the Auction Officer, assisted by the support team, may allow open bidding to restart to determine the remaining rankings.

8.11.5. Following the restart referred to above, bidders shall be invited to submit intermediate bids.

8.12. If the "open and closed" bidding mode is adopted for the electronic reverse auction, bidders shall submit public, successive bids followed by a final sealed bid, according to the evaluation criterion adopted in this Tender Notice.

8.12.1. The bidding stage shall initially last fifteen minutes. Thereafter, the system shall issue a notice of imminent closing, followed by a randomly determined period of up to ten minutes, at the end of which receipt of bids shall close automatically.

8.12.2. At the end of the preceding period, the system shall allow the bidder offering the lowest price or highest discount, and those offering prices or percentages within 10% (ten per cent) above or below that offer, according to the evaluation criterion adopted herein, to submit a final sealed bid within five minutes. The bid shall remain confidential until that period ends.

8.12.3. Under the preceding procedure, bidders may retain their last bid from the open stage or submit an improved bid.

8.12.4. If there are fewer than three offers meeting these conditions, the bidders with the next-best bids, in ranking order, up to a maximum of three, may submit a final sealed bid within five minutes, which shall remain confidential until that period ends.

8.13. At the end of the periods established above, the system shall rank and disclose bids as follows:

8.13.1. In ascending order where the lowest-price criterion applies; or

8.13.2. In descending order where the highest-discount criterion applies.

8.14. Two or more bids of the same amount shall not be accepted; the first received and recorded shall prevail.

8.15. Throughout the public session, bidders shall be informed in real time of the lowest bid recorded, without identification of the bidder.

8.16. If the Auction Officer is disconnected during the competitive bidding stage, the electronic system may remain accessible to bidders for receipt of bids.

8.17. If the Auction Officer's disconnection from the electronic system lasts more than ten minutes, the public session shall be suspended and shall resume only after twenty-four hours have elapsed from the Auction Officer's notification to participants through the electronic system's messaging field (www.gov.br/compras), a system notice and/or CBTU's website.

8.18. A bidder that submits no bids shall compete at the amount of its proposal.

8.19. At the end of bidding, the size classification of business entities shall be automatically checked with the Federal Revenue Service. The system shall identify participating microenterprises and small businesses in a specific column and compare their prices with those of the first-ranked bidder, if it is a larger enterprise, and of the other ranked bidders, for application of Articles 44 and 45 of Supplementary Law No. 123 of 2006, regulated by Decree No. 8,538 of 2015.

8.19.1. Under these conditions, proposals from microenterprises and small businesses within 5% (five per cent) above the best proposal or bid shall be deemed tied with the first-ranked bidder.

8.19.2. The highest-ranked bidder under the preceding subitem shall be entitled to submit a final tie-breaking offer, necessarily lower than the first-ranked offer, within 5 (five) minutes controlled by the system, starting from the automatic notification for that purpose.

8.19.3. If the highest-ranked microenterprise or small business withdraws or fails to respond within that period, the remaining microenterprises and small businesses within the 5% (five per cent) band shall be invited in ranking order to exercise the same right within the period established above.

8.19.4. If microenterprises or small businesses within the specified bands offer identical amounts, lots shall be drawn to determine which may first submit an improved offer.

8.20. Ties may occur only between identical proposals not followed by bids, or between final bids in the closed stage of the open-and-closed bidding mode.

8.21. Any tie between proposals or bids shall be resolved under Article 55 of Law No. 13,303 of 2016, read together with Article 124 of RILC-CBTU, in the following order:

8.21.1. A final round in which tied bidders may submit a new proposal immediately after ranking;

8.21.2. Assessment of bidders' previous contractual performance, provided CBTU has established an objective evaluation system;

8.21.3. The criteria established in Article 60 of Law No. 14,133 of April 1, 2021;

8.21.4. Drawing lots.

8.22. At the end of bid submission in the public session, if the first-ranked proposal remains above CBTU's maximum price or below its stipulated discount for the procurement, the Auction Officer may negotiate more advantageous conditions after the evaluation result has been determined.

8.22.1. Negotiations may be conducted with other bidders in the original ranking order if the first-ranked bidder is disqualified because, even after negotiation, its proposal remains above the maximum price set by the Administration.

8.22.2. Negotiations shall take place through the system and may be monitored by the other bidders.

8.22.3. The negotiation result shall be disclosed to all bidders and attached to the tender case file.

8.23. The Auction Officer shall request the highest-ranked bidder to submit, within 3 (three) hours, a proposal adjusted to its latest bid following negotiation, accompanied, where applicable, by supplementary documents needed to confirm those required in this Tender Notice.

8.23.1. Where the procedure requires spreadsheets specifying quantities and unit costs, together with a breakdown of Overheads and Profit (BDI) and Social Charges (ES), these shall be submitted through the system with the amounts adjusted to the winning proposal.

8.24. The Auction Officer may extend the preceding deadline:

8.24.1. At the bidder's duly justified request submitted before the deadline expires;

8.24.2. On the Officer's own initiative if the established period is found insufficient to submit the documents required by the Tender Notice for checking proposal compliance.

8.25. After price negotiation, the Auction Officer shall begin the proposal acceptance and evaluation stage.

9. EVALUATION STAGE

9.1. After negotiation, the Auction Officer shall check whether the provisionally first-ranked bidder meets the participation conditions under Article 14 of Law No. 14,133/2021, related legislation and item 3.7 of this Tender Notice, particularly whether any sanction prevents participation or future contracting, by consulting the following registers:

9.1.1. Unified Supplier Registration System - SICAF;

9.1.2. National Register of Ineligible and Suspended Companies - CEIS, maintained by the Office of the Comptroller General of the Union (https://www.portaltransparencia.gov.br/sancoes/ceis);

9.1.3. National Register of Punished Companies - CNEP, maintained by the Office of the Comptroller General of the Union (https://www.portaltransparencia.gov.br/sancoes/cnep);

9.1.4. National Register of Civil Convictions for Administrative Misconduct, maintained by the National Council of Justice, available at www.cnj.jus.br/improbidade_adm/consultar_requerido.php;

9.1.5. List of Ineligible Parties maintained by the Federal Court of Accounts - TCU, available at https://contas.tcu.gov.br/ords/f?p=INABILITADO:INIDONEOS;

9.1.6. Disciplinary Clearance Certificate issued by the Office of the Comptroller General of the Union - CGU, available at https://certidoes.cgu.gov.br/.

9.2. These registers shall be consulted in the name of the bidding company and its majority shareholder, in view of the prohibition under Article 12 of Law No. 8,429 of 1992.

9.3. The SICAF check under subitem 9.1.1 shall include, for the bidder with the best proposal, consultation of the "Raio-X do Fornecedor" (Supplier X-Ray) tool or any replacement or updated tool for cross-checking supplier data from government databases.

9.4. If the bidder status query shows Indirect Disqualifying Occurrences, the Auction Officer shall investigate whether the companies identified in the corresponding report have committed fraud, pursuant to the main provision of Article 29 of Normative Instruction SEGES/MPDG No. 3/2018.

9.4.1. Attempts to circumvent restrictions shall be investigated through corporate links, similar supply lines and other factors, pursuant to Article 29, paragraph 1, of Normative Instruction SEGES/MPDG No. 3/2018.

9.4.2. The bidder shall be invited to comment before any disqualification, pursuant to Article 29, paragraph 2, of Normative Instruction SEGES/MPDG No. 3/2018.

9.5. If a sanction is identified, the bidder shall be deemed unqualified for failure to meet a participation condition.

9.6. If the provisionally first-ranked bidder has benefited from any preferential treatment for microenterprises or small businesses, the Auction Officer shall verify entitlement to that benefit.

9.7. Once participation conditions and entitlement to preferential treatment have been verified, the Auction Officer shall examine the first-ranked proposal for compliance with the subject matter and compatibility with CBTU's maximum estimated price.

9.8. The evaluation criterion shall be HIGHEST DISCOUNT.

9.9. Following the compliance check, the winning proposal shall be disqualified if it:

9.9.1. Contains irremediable defects;

9.9.2. Fails to comply with the technical specifications in the Terms of Reference and other annexes to this Tender Notice;

9.9.3. Offers unviable prices or remains above the maximum price established for the procurement;

9.9.4. Has not had its viability demonstrated when required by CBTU;

9.9.5. Irremediably fails to comply with any other requirement of this Tender Notice or its annexes.

9.10. For goods and services in general, a proposal below 50% (fifty per cent) of CBTU's estimated value is an indication of unviability.

9.11. Unviability in the preceding situation shall be determined only after an investigation by the Auction Officer establishing:

9.11.1. That the bidder's cost exceeds the proposal amount; and

9.11.2. That no opportunity costs exist that could justify the size of the offer.

9.12. In engineering services tenders, regardless of the performance regime, proposals whose total amounts are below 70% (seventy per cent) of the lower of the following shall be considered unviable:

9.12.1. The arithmetic mean of proposals exceeding 50% (fifty per cent) of CBTU's estimated budget; or

9.12.2. CBTU's estimated budget.

9.13. For engineering services, in addition to the above, overpricing shall be assessed as follows:

9.13.1. Under task-based, lump-sum, turnkey, semi-integrated or integrated performance regimes, overpricing shall be characterized by exceeding the estimated total amount;

9.13.2. Under unit-price contracting, overpricing shall be characterized by exceeding the estimated total amount and a unit cost considered material, according to the spreadsheet attached to the Tender Notice.

9.14. If there are indications that a price proposal is unviable, or further clarification is needed, enquiries may be made to enable the company to demonstrate viability, as provided in Articles 116 and 126 of RILC-CBTU.

9.15. If CBTU has broken down the estimated total cost into unit costs through a Cost and Price Formation Spreadsheet, the first-ranked bidder shall be invited to submit its own spreadsheet with amounts adjusted to its final proposal price, failing which the proposal shall not be accepted.

9.15.1. For engineering services, the winning bidder shall be invited to submit electronically to CBTU spreadsheets specifying quantities and unit costs, using the Administration's template, and detailing Overheads and Profit (BDI) and Social Charges (ES), with amounts adjusted to the final winning proposal. Under lump-sum, turnkey, semi-integrated and integrated contracting, unit prices may be used exclusively for any indispensable adjustments to the physical-financial schedule and to guide an exceptional subsequent contract amendment.

9.16. Errors in completing the spreadsheet shall not constitute grounds for disqualifying a proposal. The bidder may adjust the spreadsheet within the time limit indicated by the system, provided the price is not increased and is demonstrated to cover all procurement costs.

9.16.1. Such adjustments shall be limited to correcting errors or defects that do not alter the substance of the proposals;

9.16.2. Stating that taxes and contributions are payable under Simples Nacional where that regime is inapplicable shall be considered a correctable spreadsheet error;

9.16.3. In evaluating proposals, the Auction Officer may remedy errors or defects that do not alter the content of proposals or documents or their legal validity, by a reasoned decision recorded in the minutes and accessible to other bidders.

9.17. To assess compliance with the specifications of the subject matter, a written opinion may be obtained from the requesting area or a Company area specializing in the subject matter.

9.17.1. In the circumstances of item 9.15, this opinion is mandatory regarding the spreadsheet submitted by the bidder.

9.18. If the Terms of Reference require a sample, compliance examination, proof of concept or other test in CBTU's interest, the first-ranked bidder shall provide or perform it, as applicable, in the form and manner established in that document and its annexes, failing which the proposal shall not be accepted.

9.18.1. The place and time of the procedure shall be disclosed through a system message, and all interested parties, including other bidders, may attend.

9.18.2. Results of assessments of samples, examinations, proofs or tests required by CBTU shall be disclosed through a system message and recorded on the Company's website.

9.18.3. Failure to deliver a sample, late delivery without justification accepted by the Auction Officer, or delivery of a sample not meeting this Tender Notice's specifications shall result in rejection of the bidder's proposal.

9.19. If the sample(s), examination(s), proof(s) or test(s) submitted or performed by the first-ranked bidder are not accepted, the Auction Officer shall assess the acceptability of the second-ranked proposal or bid.

9.19.1. Samples, examinations, proofs or tests shall then be checked successively until one meets the specifications in the Terms of Reference.

9.20. A final proposal following competitive bidding shall be considered acceptable if it:

9.21. Meets all terms of this TENDER NOTICE.

9.22. Contains an amount resulting in a price compatible with market prices and amounts compatible with the rules of this Tender Notice.

9.23. Does not exceed CBTU's maximum estimated amount for each item.

9.24. If necessary, the Auction Officer shall suspend the session and state the new date and time for continuation in the appropriate system field.

10. QUALIFICATION STAGE

10.1. At the end of evaluation, after proposal compliance has been checked, the Auction Officer shall examine qualification documents.

10.1.1. Only the first-ranked bidder shall be required to submit qualification documents, except where the stages are reversed under Article 51, paragraph 1, of Law No. 13,303 of 2016.

10.1.2. If that bidder fails to qualify, the qualification documents of subsequent bidders shall be requested and evaluated in ranking order.

10.2. The documents provided for in this Tender Notice and the Terms of Reference - Annex I, necessary and sufficient to demonstrate the bidder's capacity to perform the subject matter, shall be required for qualification.

10.2.1. Documents required for legal, tax and economic-financial qualification may be replaced by registration in SICAF.

10.3. Where foreign companies not operating in Brazil are permitted to participate, qualification requirements shall be met through equivalent documents initially submitted with an unofficial translation.

10.3.1. If the winning bidder is a foreign company not operating in Brazil, the qualification documents required for signing the contract or price registration agreement shall be translated by a sworn translator in Brazil and apostilled pursuant to Decree No. 8,660 of January 29, 2016, or any replacement decree, or legalized by the respective consulates or embassies.

10.4. Where consortia are permitted, each member shall individually meet the legal qualification and tax compliance requirements.

10.4.1. Technical qualification requirements may be met by any consortium member individually or by combining certificates; and

10.4.2. To demonstrate economic-financial qualification, the amounts of each member may be aggregated in proportion to its participation, with a 30% (thirty per cent) increase, except for the financial ratios in item 10.25 of this Tender Notice, which each company must demonstrate individually.

10.4.3. The increase in the preceding subitem does not apply to a consortium consisting entirely of microenterprises or small businesses.

10.5. Qualification documents may be submitted as originals or copies, by publication in an official press outlet, or obtained online from the issuing body's official website.

10.5.1. Electronic identification and digital signature by individuals or legal entities shall be permitted using a digital certificate issued under the Brazilian Public Key Infrastructure (ICP-Brasil).

10.5.2. Unless there is a substantiated doubt as to authenticity or a legal requirement, notarization of signatures and certification of copies of documents issued in Brazil for evidentiary use before CBTU shall be waived.

10.5.3. If proof of authenticity of a copy of a public or private document is required, it may be provided before the Auction Officer or support team by presenting the original or an authenticity declaration by a lawyer under their personal responsibility.

10.6. It shall be checked whether the bidder has declared compliance with the qualification requirements; the declarant is responsible for the truthfulness of the information provided.

10.7. It shall be checked, under penalty of failure to qualify, whether the bidder has submitted through the system a declaration of compliance with statutory and other specific requirements to reserve positions for persons with disabilities and persons rehabilitated by Social Security, as well as the other declarations required herein.

10.8. Under penalty of disqualification, the bidder shall declare that its financial proposals include all costs of complying with labour rights guaranteed by the Federal Constitution, labour laws, subordinate regulations, collective bargaining agreements and conduct adjustment agreements in force on the proposal submission date.

10.9. A bidder choosing to conduct a prior site visit shall submit the site visit certificate at qualification.

10.9.1. If the bidder chooses not to conduct the visit, it may replace the declaration required under this item with a formal declaration signed by its technical officer stating full knowledge of the conditions and particularities of the procurement.

10.10. Qualification shall be checked through SICAF for the documents covered by that system.

10.10.1. Bidders are responsible for checking the accuracy of their SICAF registration details and keeping them updated with the responsible bodies, immediately correcting or amending records whenever inaccuracies or outdated information are identified.

10.10.2. Failure to comply with the preceding item may result in failure to qualify.

10.11. Checks by the Auction Officer on official websites of certificate-issuing bodies and entities constitute lawful evidence for qualification purposes.

10.12. When examining qualification documents, the Auction Officer may remedy errors or defects that do not alter their substance or legal validity, through a reasoned decision recorded in the minutes and accessible to all, rendering the documents effective for qualification and ranking purposes.

10.13. Original non-digital documents shall only be required to demonstrate compliance where the integrity of a digital document is in doubt or the law expressly requires them, pursuant to Article 4, paragraph 1, and Article 6, paragraph 4, of Normative Instruction SEGES/MPDG No. 3/2018.

10.14. SICAF checks or requests for documents not contained therein shall only concern the winning bidder.

10.15. Required qualification documents not covered by SICAF shall be submitted through the system in digital form within 2 (two) hours from the Auction Officer's request, extendable for an equal period.

10.16. Qualification in this tender shall require documents relating to:

10.16.1. Legal qualification;

10.16.2. Tax compliance;

10.16.3. Economic-financial qualification;

10.16.4. Technical qualification; and

10.16.5. A declaration that the bidder does not employ anyone under 18 (eighteen) in night work or hazardous or unhealthy work, or anyone under 16 (sixteen), except apprentices aged 14 (fourteen) or over, pursuant to Article 7, item XXXIII, of the Federal Constitution.

10.17. Legal qualification documents shall consist, as applicable, of:

10.17.1. An identity document;

10.17.2. Proof of registration in the Individual Taxpayer Register (CPF) or National Register of Legal Entities (CNPJ);

10.17.3. Commercial registration for a sole proprietorship;

10.17.4. The current, duly registered instrument of incorporation, bylaws or articles of association for commercial companies, accompanied, for corporations, by documents evidencing the election of their administrators;

10.17.5. Registration of the instrument of incorporation for civil-law societies, accompanied by evidence of the current management;

10.17.6. An authorization decree for a foreign company or corporation operating in Brazil and a registration or operating authorization issued by the competent body where required by the activity.

10.18. Companies participating as a consortium shall submit a public or private undertaking to establish the consortium, signed by all members, containing at least:

10.18.1. The consortium's name;

10.18.2. Identification and qualification details of the members;

10.18.3. The consortium's organization and objectives, taking into account its members' participation in this tender and, if successful, performance of the tender's subject matter;

10.18.4. The consortium's composition, indicating each member's percentage participation;

10.18.5. Identification of the lead company;

10.18.6. An undertaking that members shall be individually and jointly and severally liable for all tender requirements, including failure, if successful, to establish and register the consortium before entering into the contract.

10.19. Tax compliance documents shall consist of:

10.19.1. Proof of compliance with the Federal Treasury (Certificate of Debts relating to Federal Tax Credits and Federal Overdue Debt);

10.19.2. Proof of compliance with the Severance Indemnity Fund (CRF-FGTS).

10.20. Even a microenterprise or small business shall submit all documents required to demonstrate tax compliance, notwithstanding any irregularity, under penalty of failure to qualify.

10.20.1. A microenterprise or small business with a tax compliance irregularity shall be granted 5 (five) business days to regularize it, extendable for an equal period at CBTU's discretion, provided the bidder submits a duly justified request within the initial period.

10.20.2. The preceding period shall run from disclosure of the qualification-stage result.

10.20.3. Failure to regularize the documents within that period shall result in forfeiture of the right to contract, without prejudice to sanctions under this Tender Notice, Law No. 13,303 of 2016 and RILC-CBTU. CBTU may invite the remaining bidders in ranking order or revoke the tender.

10.21. For a branch, legal qualification and tax compliance documents shall be in the branch's name, except those which by their nature are issued only in the head office's name.

10.22. Documents relating to economic-financial capacity shall consist of:

10.23. The balance sheet and financial statements for the latest financial year for which they are legally due, presented as prescribed by law and demonstrating sound financial standing. Trial balances or provisional balance sheets may not replace them. If the financial year ended more than 3 (three) months before proposal submission, they may be updated using official indices, accompanied by the respective update calculations.

10.24. An up-to-date clearance certificate concerning bankruptcy petitions or judicial or out-of-court reorganization, issued by the court distribution office at the bidder's registered office.

10.24.1. A legal entity under judicial reorganization shall submit a certificate issued by the competent court stating that it has the economic and financial capacity to participate in tender proceedings, pursuant to TCU Plenary Decision No. 1,201/2020.

10.24.2. That certificate may be replaced by evidence of court approval of the bidder's Judicial Reorganization Plan, in accordance with the interpretation recently reaffirmed by the Superior Court of Justice (Special Appeal No. 1,826,299-CE).

10.25. The bidder's sound financial standing shall be demonstrated by obtaining and assessing General Liquidity (LG), General Solvency (SG) and Current Liquidity (LC) ratios greater than 1 (one), calculated using the formulas below and figures from its balance sheet, or determined by online consultation for SICAF-registered companies:

Ratio	Formula
LG	(Current assets + Long-term receivables) / (Current liabilities + Non-current liabilities)
SG	Total assets / (Current liabilities + Non-current liabilities)

Ratio	Formula
LC	Current assets / Current liabilities

10.26. Evidence of equity equivalent to at least 10% (ten per cent) of the estimated procurement value, through the balance sheet and financial statements for the latest legally required financial year.

10.26.1. A bidder with any ratio required in item 10.25 less than or equal to 1 (one), but meeting the equity requirement of item 10.26, shall not fail qualification on account of that ratio.

10.27. For demonstrating amounts used to assess economic-financial capacity, the estimated procurement value shall be annualized over 12 (twelve) months, except where the intended contract term is shorter, pursuant to TCU Plenary Decision No. 1,335/2010.

10.28. Technical qualification documents shall consist of:

10.28.1. One or more Technical Capacity certificates or declarations on letterhead, signed by a person with management powers or equivalent authority and issued by a public- or private-law legal entity, in the bidding company's name or linked to the technical officer designated for the supply;

10.28.2. The certificates or declarations shall demonstrate capacity for supply relevant and compatible in characteristics, quantities and deadlines with the subject matter of this procurement;

10.28.3. The certificates shall mandatorily demonstrate, individually or collectively, the supply of railway rails compatible with the subject matter, with a TR-57 or technically equivalent profile, meeting ABNT or AREMA standards, for use in metro-rail or railway systems;

10.28.4. Companies shall demonstrate supply of rails in a quantity equal to or greater than 50% of the total intended quantity. Certificates may be combined, provided the technical compatibility of the supplied material, proportionality of the requirement, clarity of procurement planning documents and competitiveness of the tender are preserved.

10.29. If a bidder fails to meet qualification requirements, the Auction Officer shall examine the next proposal and proceed successively in ranking order until a proposal meeting this Tender Notice is found, observing the deadline in subitem 10.15.

10.30. Only the qualification documents of the bidder whose proposal meets the Tender Notice shall be made publicly accessible, after completion of the procedures referred to above.

11. APPEALS

11.1. Appeals shall be permitted against proposal evaluation, bidders' qualification or failure to qualify, and annulment or revocation of the tender.

11.2. Appeals against proposal evaluation, bidders' qualification or failure to qualify, and annulment or revocation of the tender shall comply with Law No. 13,303 of 2016 and RILC-CBTU.

11.3. During the period granted in the public session, immediately after proposal evaluation and/or the qualification or non-qualification decision, bidders may state their intention to appeal in the appropriate system field, failing which that right shall lapse and the competent authority may award the subject matter to the declared winner.

11.4. The period for stating an intention to appeal shall be at least 10 (ten) minutes, both after proposal evaluation and after the qualification or non-qualification decision.

11.5. To reconcile Normative Instruction SEGES/ME No. 73 of 2022 with Article 59 of Law No. 13,303/2016, bidders may register their intention to appeal only after the qualification stage, regardless of whether their objection concerns proposal evaluation or qualification/non-qualification.

11.6. Grounds of appeal shall be submitted in a single submission in the appropriate system field within 5 (five) business days from notification or preparation of the qualification or non-qualification minutes.

11.7. Other bidders shall be notified that they may submit counterarguments within 5 (five) business days from personal notification or disclosure that an appeal has been filed.

11.8. Bidders shall be assured access to the elements indispensable to defending their interests.

11.9. Appeals and counterarguments shall be submitted in the appropriate system field.

11.10. Late appeals shall not be considered.

11.11. Appeals shall suspend the challenged act or decision until a final decision by the competent authority.

11.12. A successful appeal shall invalidate only acts that cannot be preserved.

12. AWARD AND APPROVAL

12.1. The competent authority shall award the tender's subject matter to the declared winning bidder after proper acceptance of the proposal and qualification by the Auction Officer.

12.2. Once the regularity of the acts performed has been established, the competent authority shall approve the tender procedure.

12.3. Under Article 62 of Law No. 13,303 of 2016, the authority empowered to approve the result may revoke the tender for public-interest reasons arising from a subsequent event constituting a manifest and insurmountable obstacle, or annul it for illegality, on its own initiative or at a third party's request, unless the defective act or procedure can be validated.

12.4. Once submission of bids or proposals has begun, revocation or annulment shall only take effect after bidders wishing to challenge the act have been granted a period sufficient to exercise their rights to adversarial proceedings and a full defence.

12.5. For the preceding item, the deadlines and requirements in item 11 of this Tender Notice shall apply.

13. ADMINISTRATIVE OFFENCES AND SANCTIONS

13.1. In CBTU tender procedures, administrative proceedings must be instituted to investigate and, where appropriate, impose sanctions on bidders for the following unjustified conduct:

13.1.1. Failure to submit documents required for the tender;

13.1.2. Failure to submit, or partial submission of, documents required in the tender document;

13.1.3. Submission of documents manifestly inconsistent with tender requirements;

13.1.4. Failure to submit samples requested by the Auction Officer, or submission of samples manifestly inconsistent with the tender document;

13.1.5. Failure to submit supplementary documents required by the Auction Officer to establish the truthfulness and/or authenticity of documents required in the Tender Notice;

13.1.6. Failure to maintain the proposal, except as a result of a duly justified subsequent event;

13.1.7. Requesting disqualification without justification after the public session has opened, or abandoning the tender;

13.1.8. Failure to enter into the contract or submit required contracting documents when invited within the proposal's validity period;

13.1.9. Submission of a false declaration or document required for the tender, or making a false declaration during the tender or contract performance;

13.1.10. Defrauding the tender, acting dishonestly or committing fraud of any kind during the tender procedure;

13.1.11. Committing unlawful acts intended to frustrate the tender's objectives;

13.1.12. Committing a harmful act under Article 5 of Law No. 12,846 of August 1, 2013.

13.2. Under Law No. 13,303 of 2016, CBTU may, ensuring prior opportunity for defence, impose the following sanctions, without prejudice to civil and criminal liability:

13.2.1. A warning;

13.2.2. A fine;

13.2.3. Temporary suspension from participation in tenders and prohibition on contracting with CBTU for no more than 2 (two) years.

13.3. The fine shall range from 0.5% (five tenths of one per cent) to 30% (thirty per cent) of the bidder's proposal amount or, if none was submitted, the estimated tender value.

13.3.1. After conclusion of the administrative proceedings, the fine shall be paid within a maximum of 30 (thirty) business days from official notification.

13.4. A warning and temporary suspension from tendering and prohibition on contracting with CBTU may be imposed with or without a fine.

13.5. The administrative proceedings shall observe:

13.5.1. Law No. 13,303 of 2016 and RILC-CBTU;

13.5.2. Administrative due process, respecting the rights to a full defence and adversarial proceedings.

13.6. During the investigation of offences, bidders shall be allowed to present a defence within 10 (ten) business days from notification.

13.7. Administrative sanctions may be appealed within 10 (ten) business days from notification.

13.7.1. The appeal shall have suspensive effect until the competent authority's final decision.

13.8. In imposing sanctions, the competent authority shall consider the gravity of the offender's conduct, the educational purpose of the penalty and the damage caused to CBTU, observing proportionality and reasonableness.

13.9. Penalties shall mandatorily be recorded in SICAF.

13.10. Administrative sanctions for offences and conduct relating to performance of the subject matter are set forth in the Terms of Reference and/or contractual instrument attached to this Tender Notice.

14. CHALLENGES TO THE TENDER NOTICE AND REQUESTS FOR CLARIFICATION

14.1. Up to 5 (five) business days before the scheduled public session, any person may submit a reasoned challenge to the reverse-auction tender document, by delivering documents directly to CBTU's general registry office or sending them to licitacao@cbtu.gov.br.

14.1.1. A response shall be provided within 3 (three) business days from the request;

14.1.2. The Auction Officer shall communicate the decision directly to the challenger and to all bidders through the Federal Government Procurement Portal and/or CBTU's website.

14.2. Requests for clarification shall be sent to the Auction Officer exclusively by email to licitacao@cbtu.gov.br up to 3 (three) business days before the scheduled tender date.

14.2.1. A response shall be provided within 2 (two) business days from the request;

14.2.2. The Auction Officer shall communicate responses to all interested parties through the Federal Government Procurement Portal and/or CBTU's website; the responses shall become annexes forming part of the tender document.

14.3. The Auction Officer may not decide or act contrary to the responses to clarification requests.

14.4. Challenges and clarification requests shall not, as a general rule, suspend tender deadlines.

14.4.1. Granting suspensive effect to a challenge is exceptional and shall be justified by the Auction Officer in the tender case file.

14.4.2. If CBTU does not decide a challenge or answer clarification requests by the proposal submission date, the tender shall be postponed and a new submission date announced at least 3 (three) business days in advance.

14.5. If a challenge is upheld, a new tender date shall be set and published.

15. PRICE REGISTRATION AGREEMENT

15.1. Following approval of the tender, the winning bidder shall be invited to enter into the price registration agreement, using the template in Annex III to this Tender Notice, within 5 (five) business days from CBTU's notification, failing which it shall forfeit the right to contract, without prejudice to the sanctions under Law No. 13,303 of 2016 and RILC-CBTU.

15.1.1. CBTU shall preferably issue the invitation by email, immediately enclosing the draft price registration agreement if possible;

15.1.2. Alternatively, the bidder may be invited by another suitable and effective means, such as registered post with acknowledgement of receipt, telephone or fax, with this circumstance recorded in the case file;

15.1.3. Attendance by the bidder at CBTU's headquarters to collect the contractual instrument shall dispense with an invitation.

15.2. The preceding deadline may be extended:

15.2.1. At the bidder's request, on grounds accepted by CBTU;

15.2.2. On CBTU's own initiative and at its discretion if the established period is found insufficient to fully and effectively formalize the price registration agreement.

15.3. In addition to entering into the price registration agreement with the winning bidder, CBTU shall invite any bidders agreeing to quote the same amounts as the winner to sign a reserve-list form, which shall be annexed to the agreement.

15.3.1. The reserve list shall be used if the first-ranked signatory is unable to fulfil its obligations or if the registered supplier's registration is cancelled.

15.3.2. Suppliers on the reserve list shall be qualified when contracting with remaining suppliers becomes necessary, pursuant to Article 187, paragraph 2, of RILC-CBTU.

15.3.3. Any contracting shall observe the ranking of reserve-list suppliers in this tender.

15.4. If the invited bidder fails to sign the price registration agreement within the stipulated period and conditions, CBTU may invite the remaining bidders in ranking order to do so within the same period and on the first-ranked bidder's proposed terms.

15.5. If none of the bidders agrees to enter into the agreement under the preceding item, CBTU may:

15.5.1. Invite the remaining bidders to negotiate in ranking order to obtain a better price, even if higher than the originally awarded proposal, provided it is equal to or below the estimated procurement budget;

15.5.2. Invite the remaining bidders in ranking order to enter into the agreement on their offered terms, provided the amount is equal to or below the estimated procurement budget;

15.5.3. Revoke the tender.

15.6. As many price registration agreements as necessary may be formalized to register the items comprising this tender's subject matter, identifying the winning bidder, item descriptions, respective quantities, registered prices and other conditions.

15.7. The price registration agreement shall be valid for 12 (twelve) months from the date of its signature.

15.8. The price registration agreement may be formalized physically or electronically; digital signatures by representatives of the party shall be permitted using a certificate issued under the Brazilian Public Key Infrastructure (ICP-Brasil).

15.9. Registered prices, identifying suppliers, shall be disclosed on CBTU's website and remain available throughout the agreement's term.

15.9.1. Review of registered prices shall observe applicable legislation, RILC-CBTU and the contractual instrument, whose draft forms an annex to this Tender Notice.

15.10. A supplier's registration under the agreement referred to herein shall be cancelled if it:

15.10.1. Fails to comply with the price registration agreement's conditions;

15.10.2. Fails to sign the contract or collect the equivalent instrument within CBTU's deadline without acceptable justification;

15.10.3. Refuses to reduce its registered price when it becomes higher than prevailing market prices;

15.10.4. Is sanctioned with suspension of the right to tender and prohibition on contracting with CBTU.

15.11. In addition to the preceding cases, cancellation of the supplier's registration may also occur by CBTU's unilateral act or upon request, based on a duly proven and justified subsequent event arising from a fortuitous event, force majeure or an act of public authority (fato do príncipe) that impairs compliance with the agreement.

15.12. Registered prices constitute a commitment to supply under the established conditions but do not oblige CBTU to contract. A specific tender for the intended purchase may be conducted if duly justified.

16. CONDITIONS FOR CONTRACTING

16.1. During the validity of the price registration agreement and according to CBTU's needs, a registered supplier may be invited to enter into a contractual instrument within 5 (five) business days from CBTU's notification, failing which it shall forfeit the right to contract.

16.1.1. CBTU shall preferably issue the invitation by email, immediately enclosing the draft contractual instrument if possible;

16.1.2. Alternatively, the bidder may be invited by another suitable and effective means, such as registered post with acknowledgement of receipt, telephone or fax, with this circumstance recorded in the case file;

16.1.3. Attendance by the bidder at CBTU's headquarters to collect the contractual instrument shall dispense with an invitation.

16.2. The preceding deadline may be extended:

16.2.1. At the bidder's request, on grounds accepted by CBTU;

16.2.2. On CBTU's own initiative and at its discretion if the established period is found insufficient to fully and effectively formalize the contractual instrument.

16.3. Before contracting, CBTU shall verify that qualification conditions are maintained and consult the Informative Register of Unpaid Credits - CADIN, attaching the results to the case file.

16.4. Registered suppliers shall fulfil all orders placed during the validity of the price registration agreement, provided they do not exceed the registered quantity.

16.5. If the registered supplier cannot enter into the contractual instrument or, after formal invitation, fails to accept, sign or collect it within the stipulated period and conditions, CBTU may invite suppliers on the reserve list referred to in item 15.3, in ranking order, to enter into the contract on the terms offered by the registered supplier.

16.6. Adoption of any of the preceding measures shall be without prejudice to investigation and imposition on the registered supplier of administrative sanctions under Law No. 13,303 of 2016 and RILC-CBTU.

16.7. CBTU's contractual instruments may be formalized physically or electronically; digital signatures by representatives of the party shall be permitted using a certificate issued under the Brazilian Public Key Infrastructure (ICP-Brasil).

16.8. Contracting shall follow the form and conditions in this Tender Notice and its annexes; no privileges in meeting contractual requirements shall be granted under any circumstances.

17. CONDITIONS AND DEADLINES FOR PERFORMANCE OF THE SUBJECT MATTER

17.1. The area requesting the procurement covered by this Tender Notice is the General Studies and Projects Management Office, reporting to the Technical Directorate.

17.1.1. This area shall be responsible for managing the contractual instrument, supervising inspection activities and accepting the subject matter.

17.2. CBTU shall designate employees responsible for contract management, inspection and supervision. Among their other duties, they shall monitor compliance of performance and of the materials, techniques and equipment used, ensuring full compliance with the arrangement and recording delays and events during service performance that may warrant sanctions.

17.2.1. The contractor shall designate a representative to monitor and control performance of this tender's subject matter.

17.3. Acceptance of this tender's subject matter shall comply with Article 225 of RILC-CBTU and the other rules in the Terms of Reference - Annex I to this Tender Notice.

17.3.1. The method, deadlines, locations and conditions for delivery are set forth in item 8 of the Terms of Reference.

17.4. The contract term shall be 9 (nine) months from signature and may be extended under applicable legal, regulatory and contractual provisions.

17.5. The performance period shall be 180 (one hundred and eighty) days, starting after the contractor accepts the first Execution Order issued by contract management.

17.6. The above periods may be suspended due to fortuitous events or force majeure, in accordance with the clauses of the contractual instrument.

17.7. During performance, the contractor shall observe and comply with all requirements, conditions and obligations in the Terms of Reference and contractual instrument attached to this Tender Notice.

17.8. Non-compliance with the preceding item shall subject the contractor to applicable administrative sanctions after regular administrative proceedings ensuring a full defence and adversarial proceedings.

18. SECURITY

18.1. The contractor shall provide performance security corresponding to 5% (five per cent) of the total contract value and may choose, pursuant to Article 70, paragraph 1, of Law No. 13,303/2016, one of the following forms:

18.1.1. Cash deposit;

18.1.2. Surety insurance;

18.1.3. Bank guarantee.

18.2. The contractor shall submit evidence of the security to CBTU within a maximum of 10 (ten) business days from contract signature.

18.2.1. Before that deadline expires, the contractor may submit a duly justified written request for a single extension of equal duration. Approval shall be at CBTU's discretion, subject to contract management's consent.

18.2.2. Failure to provide security by the deadline shall result in a fine of 0.07% (seven hundredths of one per cent) of the contract value per day of delay, up to a maximum of 2% (two per cent).

18.3. A delay of more than 30 (thirty) days in providing performance security authorizes CBTU to terminate the contract for breach, pursuant to Article 240, item I, of RILC-CBTU.

18.4. The rules, conditions and requirements for contractual performance security are set forth in the draft contractual instrument annexed to this Tender Notice.

18.5. Any technical warranty and/or insurance requirements relating to the subject matter, particularly equipment, goods, materials and services, are governed by the Terms of Reference.

19. PAYMENT CONDITIONS AND DEADLINES

19.1. Billing documents may be issued after contract management and inspection certify acceptance of the subject matter.

19.1.1. For contracts performed by stages or measured portions, the contractor may submit billing documents to CBTU as soon as inspection/management certifies completion of the specified contractual stages.

19.2. Unless otherwise provided in the Terms of Reference or contractual instrument, billing documents (tax invoices/invoices) relating to this tender may be submitted by the contractor:

19.2.1. In hard copy to CBTU's registry office, at the address supplied by contract management/inspection; or

19.2.2. Digitally to the electronic address supplied by contract management and inspection, provided the document's reliability can be verified.

19.3. Billing documents shall be accompanied by the documentation indispensable to checking their accuracy, in addition to any documents required by current legislation.

19.4. Payment shall be made by bank order credited to the contractor's current account within 30 (thirty) days from receipt of the billing document in accordance with the Terms of Reference and contractual instrument, provided contract management and inspection have certified it.

19.4.1. If the Terms of Reference or contractual instrument specify a shorter payment period, that shorter period shall prevail.

19.5. Other payment rules and conditions are set forth in the Terms of Reference and/or draft contractual instrument attached to this Tender Notice.

20. PRICE ADJUSTMENT

20.1. As a rule, prices registered in the Agreement shall remain fixed and not subject to periodic adjustment throughout its validity.

20.1.1. Registered prices may be reviewed following a reduction in market prices or an event increasing the cost of registered services or goods; the managing body shall conduct negotiations with suppliers.

20.2. If a subsequent event causes a registered price to exceed the prevailing market price, CBTU, through the requesting area, shall invite suppliers to negotiate reductions to market levels.

20.2.1. Suppliers refusing to reduce their prices to market levels shall be released from their commitments without penalty.

20.2.2. Where the supplier initiates a request for release due to an increase in market prices, CBTU may release it provided notification occurs before any supply order, without penalty if the stated reasons and supporting evidence are confirmed as true.

20.2.3. If negotiations are unsuccessful, CBTU shall revoke the price registration agreement and take appropriate measures to obtain the most advantageous contracting terms.

20.3. Adjustment and restoration of the economic-financial balance of contracts arising from the price registration agreement shall follow their own legal, regulatory and contractual rules, observing the contractual instrument whose draft forms an annex to this Tender Notice.

20.4. CBTU shall ensure the contract's economic-financial balance to maintain the effective conditions of the proposal, as provided in Article 37, item XXI, of the Federal Constitution.

20.5. The risk matrix - Annex II to the Terms of Reference - allocates risks and responsibilities between CBTU and the contractor and defines the contract's initial economic-financial balance.

21. GENERAL PROVISIONS

21.1. Minutes of the public session shall be published in the electronic system (www.gov.br/compras) and on CBTU's website.

21.2. If offices are closed or a subsequent event prevents the tender from taking place on the scheduled date, the session shall automatically move to the next business day at the same time, unless the Auction Officer announces otherwise.

21.3. All time references in the Tender Notice, public notice and public session shall follow official Brasília/DF time.

21.4. In calculating deadlines in this Tender Notice and its annexes, the starting day shall be excluded and the due date included. Periods shall begin and end only on CBTU business days.

21.5. As the tender is processed through the Price Registration System - SRP, approval of its result shall not confer a right to contract.

21.6. Rules governing the tender shall always be interpreted to broaden competition, provided this does not compromise the public interest or CBTU's interests, equal treatment, or the procurement's purpose and security.

21.7. Bidders shall bear all costs of preparing and submitting proposals, and CBTU shall never be responsible for those costs, regardless of the conduct or outcome of the tender procedure.

21.8. Bidders are fully responsible for using the system and shall therefore familiarize themselves with the Electronic Reverse Auction Manual - Supplier (https://www.gov.br/compras/pt-br/centrais-de-conteudo/manuais/manual-pregao/manual_pregao-eletronico-fornecedor.pdf/view) and resolve questions or operating problems directly with the Service Centre at https://www.gov.br/compras/pt-br/canais_atendimento/central-de-atendimento.

21.9. The Federal Government Procurement Portal provides an interactive tutorial covering every stage of the Electronic Reverse Auction - Supplier Profile, at https://www.gov.br/compras/pt-br/centrais-de-conteudo/manuais.

21.10. Guidance on SICAF registration, the registration procedure itself and queries concerning Registration Units are available at https://www.gov.br/compras/pt-br/sistemas/sicaf-digital.

21.11. Failure to meet non-essential formal requirements shall not exclude a bidder where the act can be preserved, observing equal treatment and the public interest.

21.12. CBTU may revoke the tender for public-interest reasons arising from a duly proven subsequent event that is relevant and sufficient to justify such action, and shall annul it for illegality, on its own initiative or at a third party's request, by a reasoned decision, ensuring adversarial proceedings and a full defence.

21.13. Throughout contract performance, the contractor shall fully observe the provisions of CBTU's Code of Ethics, Code of Conduct and Integrity and Related-Party Transactions Policy, available at:

CBTU INTEGRITY DOCUMENTS	Address
Code of Ethics	https://www.cbtu.gov.br/images/home/acbtu/codigodeeticacbtu190918.pdf
Code of Conduct and Integrity	https://www.cbtu.gov.br/images/gagov/codigo_de_conduta_e_integridade.pdf
Related-Party Transactions Policy	https://www.cbtu.gov.br/images/gagov/politica_de_transacoes_com_partes_relacionadas.pdf

21.14. In the event of a discrepancy between this Tender Notice and its annexes or other documents comprising the procedure, this Tender Notice shall prevail.

21.15. The full Tender Notice and its annexes are available in the electronic system (www.gov.br/compras) and on CBTU's website.

22. ANNEXES

22.1. The following annexes form an integral part of this Tender Notice for all purposes:

22.1.1. ANNEX I - Terms of Reference and their annexes;

22.1.2. ANNEX II - Proposal Template;

22.1.3. ANNEX III - Draft Price Registration Agreement;

22.1.4. ANNEX IV - Bank Guarantee Insurance;

22.1.5. ANNEX IV - Draft Contractual Instrument.

Brasília, on the date of electronic signature.

PAULO CESAR B. DE MORAES JUNIOR

General Procurement Manager

GALIC/P

JOSÉ MARQUES DE LIMA

President

Competent authority