



Governo de Mato Grosso
MT PARTICIPAÇÕES E PROJETOS S.A.



MT PARTICIPAÇÕES E PROJETOS S/A

TERM OF REFERENCES

OBJECT: *“ Acquisition of a panoramic ferris wheel, to be intalled at Novo Mato Grosso Park”.*

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Assinado com senha por KAROLAYNE SOUZA MEDEIROS - ANALISTA ADMINISTRATIVO II / DIV-ORCAC - 22/12/2023 às 11:22:06, VEVIANE CRISTINA FERREIRA E SILVA - ANALISTA DE PROJETOS I / NUCLEO-PROJ-ESTRAT - 22/12/2023 às 11:48:54, LEONE STEFANY GALVÃO SILVA - CHEFE DE NÚCLEO / NUCLEO-PROJ-ESTRAT - 22/12/2023 às 11:48:58, ANDRE RENATO PIRANA - GERENTE DE PROJETOS I / NUCLEO-PROJ-ENG - 22/12/2023 às 11:49:09, FERNANDO PEREIRA DE MELO - ANALISTA DE PROJETOS I / NUCLEO-PROJ-ENG - 22/12/2023 às 11:52:15 e WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 22/12/2023 às 11:58:30.
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1. OBJECT

1.1 Acquisition of a panoramic Ferris wheel, to be installed at the Novo Mato Grosso Park, in accordance with the specifications, conditions, quantities and requirements set out in this document.

2. JUSTIFICATION AND PURPOSE OF THE CONTRACT

It is possible to identify that during MT PAR's trajectory, a major change in the way it operates as of 2019, made possible mainly by the advent of Law No. 10,818/2019, in which ten percent of the resources of FETHAB (Transportation and Housing Fund) were allocated to this state-owned company, with the goal of encouraging the realization of projects and investments that have its participation.

The availability of these resources has created the opportunity for MT PAR to deploy its efforts to develop strategic projects, as well as the possibility of preparing and carrying out public works projects, always with the goal of improving the state's infrastructure, in addition to continuing to promote coordination between public and private, national and foreign entities, providing business opportunities, generating jobs and income, and then fulfilling its social function, as the legislator wished when he sanctioned Law No. 9,854 of December 26, 2012.

With that in mind, MT PAR was given the mission of leading the construction of Parque Novo Mato Grosso, a project set in an area of more than 300 hectares, where, using the concept of multi-events and multi-purpose, it aims to address for small, medium, large and mega events, with the goal of becoming a reference center for business and entertainment which would be something unique in the country. The concept of the Park involves, among other things, providing a public space for the people of Mato Grosso, as well as a space with tourist attractions that will boost the local economy and tourism.

Considering the many possibilities for implementing cultural facilities in Novo Mato Grosso Park, MT PAR hired "Prospere Mais" (Contract 024/2022/MTPAR), the local representative of consultants Dan and Valerie Cockerell, Dan being the former vice-president of Disney, with the aim of bringing the necessary expertise to map out the Park's strengths and weaknesses, with a goal to optimizing all of its tourist potential.

In order to achieve these purposes, more than 50 facilities are to be built within the Park, including, for example, the first illuminated race track in Latin America, which will be around 4.6 km long and will be prepared to host speed competitions for motor vehicles at regional, national and international level, in accordance with the rules of the Brazilian Automobile Confederation (CBA), the Brazilian Motorcycle Confederation (CBM), the International Automobile Federation (FIA) and the International Motorcycle Federation (FIM).

Another great piece of equipment to be mentioned is the "Espaço Show", of which tender for its construction is already finished, and namely, it is an area destined to hold performances of all kinds: musical, religious, cultural, among others, and is expected to hold up to 80,000 people.

Many other facilities will be at the New Mato Grosso Park, such as the Karting Track; Central Axis Family Space; Wet Play; Dry Play; The Extreme Park; Break Dance Training Center; a Food Court; Waterfront Square; Village of Nations; Cuiabana House; Tree of Life and many others that are still in the design phase.

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Within this context, and in line with the State Government's strategic guidelines regarding the concept of the Novo Mato Grosso Park, we envisioned the possibility of implementing a Ferris wheel inside the Park, which is the subject of this acquisition.

Ferris wheels are commonly seen as attractions linked to amusement parks that visit cities on an itinerant basis, bringing joy and entertainment, as is the case with "Ita Park", which recently visited Cuiabá/MT in a shopping mall in the city (<https://olivire.com.br/ita-park-chega-a-cuiaba-e-abre-as-portas-amanha>).

It so happens that these itinerant parks refer to the idea of the Ferris wheel as a simple amusement toy, and it is possible to find information about rides that have great repercussions just because they are 30 meters high, as in the case of this year's "Festa do Peão de Barretos" (<https://www.adibra.com.br/2681/page/roda-gigante-de-30-metros-e-a-grande-atracacao-da-festa-do-peao-de-barretos-2023.html>).

However, these expectations have been exceeded, not only in Brazil but worldwide.

Nowadays, Ferris wheels are linked to an alternative form of leisure and contemplation, apart from the pure image of entertainment, becoming a postcard of the city in which they are set up, since can be a permanent structure, earning "nicknames" that reflect precisely this purpose, as in the case of the London Ferris wheel in the United Kingdom, the *London Eye*, which is 135 meters high, or the Dubai Ferris wheel in the United Arab Emirates, the *Ain Dubai*, which is 250 meters high, or the Moscow Ferris wheel in Russia, the *Solntse Moskv*y, which is 140 meters high.

And it was within this concept that we sought to design a Ferris wheel to be installed in the park, with the technical conditions to be a tourism attraction, both for local residents and for tourists who, when they pass through the city, include Parque Novo Mato Grosso in their itinerary and can enjoy the Ferris wheel.

In order to meet the goal of being a potential tourist attraction, it was estimated that the Ferris wheel would need to be over 100 meters high, since the studies carried out by the consultants mentioned above, identified only four Ferris wheels here in Brazil that are compatible with the purpose of being a tourist attraction. The four are located in the southeast and south of the country, with the one being in São Paulo/SP being 91 meters high, and the ones in Foz do Iguaçu/PR and Rio de Janeiro/RJ, both 88 meters high, and the smallest one, located in Balneário de Camburiú/SC being 82 meters high.

São Paulo has the current largest Ferris wheel in Latin America, called "Roda Rico", located in Cândido Portinari Park. In just over a month of operation for the public, the Roda Rico has reached 100,000 visitors, with an average of 3,000 visitors a day (<https://www.folhape.com.br/colunistas/folha-turismo/roda-rico-chega-a-marca-de-100-mil-visitantes/35305/#:~:text=A%20Roda%20Rico%2C%20atrativo%20rec%C3%A9m,marca%20de%20100%20mil%20visitantes>), demonstrating the great attractiveness of this type of equipment.

In addition to the Ferris wheels mentioned in the studies, it is possible to see in the news that a Ferris wheel is due to be launched in Canela/RS later this year. At first, it was to be built at a height of 60 meters, but it had to be readjusted to 52 meters. However, even though there is great anticipation about it, it doesn't

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have the same appeal in terms of height as those mentioned above.

It can be seen that these tourist attractions are all located in the southeast and south of the country, with Parque Novo Mato Grosso being the first to supply the population of the central-west region and those who come to visit the region.

This being the case, and considering that Parque Novo Mato Grosso aims to be the largest multi-event park in Latin America, it makes sense that the Ferris wheel should also carry this title.



Sign of the access viaduct to Novo Mato Grosso Park- "The largest multi-event park in Latin America".

Image taken on 24.05.2023.

To begin structuring the process of acquiring the Ferris wheel, in addition to gathering information on existing Ferris wheels, MT PAR's technical team mainly looked for technical regulations on the technical criteria for manufacturing the equipment. This is also because, due to the sheer size of the equipment, it will require great care and expertise when it comes to installation.

During this information mapping, we identified INMETRO/MDIC Ordinance 592 of 05/12/2013, which deals with the creation of the Technical Commission for Amusement Park Equipment to deal with the regulation of this equipment, such as Ferris wheels, merry-go-rounds, roller coasters, among others, with the aim of making up for the lack of legislation in Brazil on the subject, which makes it impossible to inspect the manufacturing, installation and maintenance of this equipment. However, it was found that Ordinance 592 was revoked by means of INMETRO/ME Ordinance No. 127 of 18/03/2021, and was not replaced by another to deal with the issue, and it was not possible to identify any legislation originating from this Technical Commission.

In addition to the lack of INMETRO regulations, another extremely important point mapped out by the MT PAR team is within regards to Ferris wheel manufacturers. It was not possible to find any industries specializing in the manufacturing of this over 100 meters high ride in Brazil, only manufacturers of itinerant Ferris wheels for amusement parks (<https://www.adibra.com.br/2084/page/fabripark-produz-mais-uma-roda-gigante-para-eventos-e-parques-e-diversoes.html>).

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When we investigated the existing Ferris wheels in Brazil compatible with the Park's model project, it was possible to identify that they were imported. In fact, the Ferris wheel in Balneário Camboriú recorded the operation on video, which at the time was considered a big milestone, since the cargo was manufactured in China and crossed almost 20,000 kilometers to arrive in Brazil (<https://youtu.be/3ACdNw9s2Lw>). The Ferris wheel in São Paulo, currently the largest Ferris wheel in Latin America, was also 100% imported (<https://vejasp.abril.com.br/cultura-lazer/roda-gigante-parque-candido-portinari-sp>).

In another report, it can be seen that the global leader in the manufacturing of Ferris wheels, "Dutch Wheels", based in Weert/Holland, with Ferris wheels installed in 17 countries, in cities such as Montreal, Hong Kong, Chicago, Washington, Cancun, etc., has already been to Brazil to map out possible investors (<https://www.jornalja.com.br/geral/maior-fabricante-de-rodas-gigantes-ja-busca-investidores-em-porto-alegre/#:~:text=A%20Dutch%20Whelless%20tem%20rodas,%2C%20Chicago%2C%20Washington%2C%20Cancun.>)

Mapping this information led MT PAR to make two important decisions: 1) to hire a consultant with experience in the area (Contract 026/2023/MTPAR), and within that same contract, 2) a technical visit to potential Chinese suppliers.

The consultant hired was the engineer Róger de Oliveira, who was responsible for carrying out the work to install the São Paulo Ferris Wheel (<https://www.creasp.org.br/noticias/crea-sp-fiscaliza-maior-roda-gigante-da-america-latina>), and given all the expertise acquired during the process of installing the equipment in São Paulo, there was no other engineer left in Brazil with the same qualifications.

As a result, among the other tasks assigned to the consultancy contract, five Chinese companies with a reputation for manufacturing this equipment were selected for a technical visit, with the main goal of observing the production capacity of Ferris wheels with a similar height to the one in the Park, and also to gather information from the engineers in charge of the Chinese factories.

From then on, the hired team reported in a technical document, many issues that directly impact on the choice of the Ferris wheel model. Some of these questions are presented here and cut out in excerpts, with the names of the companies visited, hidden for reasons of commercial confidentiality:

1	GENERAL ASPECTS				
1.1	Ferris Wheel name and model				
1.2	Height after installation	108m	100m a 110m	100m a 110m	103m e 108m
1.3	Is the Ferris Wheel guyed or trussed?	Guyed + Trussed (Can make it 100% guyed)	Guyed	Guyed	Guyed
1.3.1	Details to consider	Trussed frame+truss (combined type)	Trussed and 100% guyed frame	Trussed	Trussed
1.4	Number of cabins	42 cabins	48 cabins	48 cabins	48 cabins
1.5	Number of passengers	6 passengers	8 passengers	6 passengers	6 passengers
1.6	What motor system is used to turn the rim? Are the motors electric?	Electric	Electric	Electric	Electric
1.7					
3	Columns				
3.1	How many columns are needed to fix the ferris wheels?	6 to 8	Custom	6 to 8	6
3.2	How tall is every column?	Aprox. 55M	Aprox. 55M	Aprox. 55M	Aprox. 55M
3.3	Are the columns straight or tilted?	Tilted	Custom	Tilted	Tilted
3.4	In how many sections are divided the columns? How long is every section?	12 Meters (Standard for transportation)	12 Meters (Standard for transportation)	12 Meters (Standard for transportation)	12 Meters (Standard for transportation)



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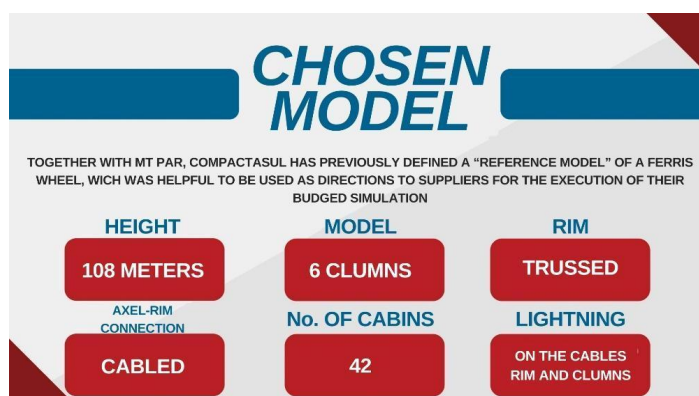


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3.6	What is the indication of the minimum load supported by the crane to carry out the lifting safely?				
3.7	Is the connection of the sections to the column made by welding or using screws?	Screws	Screws	Screws and welding	Screws
3.8	Is there anything already fixed to the sections of the column for the piece to be lifted?	No	No	No	No
3.9	If not, is there a manufacturing project of the equipment that will be used and where they should be fixed?	Yes, but it's interesting to validate it with the contract	Yes, but it's interesting to validate it with the contract	Yes, but it's interesting to validate it with the contract	Yes, but it's interesting to validate it with the contract
3.10	About future maintenance, do the columns have a structure that allows an internal access to the ferris wheel axle?	No	Yes	No	Yes
4	AXEL				
4.1	What is the axle load with the bearings?	Not informed	Aprox. 100 Tons	50 to 60 Tons	50 to 60 Tons
5	RIM				
5.1	In how many sections will the rim be divided?	21 sections	24 sections	24 sections	24 sections
5.2	What is the load limit of the rim? And what is the total load of every section?		8 to 12 Tons per section	6 to 10 Tons per section	6 Tons per section
5.3	Is the connection between the sections of the rim made by welding or using screws?	Screws	Screws	Screws and welding	Screws
5.4	Is for the wheel set up necessary the use of a portico? If so, will the portico and the cables used be measured by the manufacturer?	Yes, and they can send a project or the material necessary, whichever is agreed upon the contract	Yes, and they can send a project or the material necessary, whichever is agreed upon the contract	Yes, and they can send a project or the material necessary, whichever is agreed upon the contract	Yes, and they can send a project or the material necessary, whichever is agreed upon the contract
5.5					

With that, it was possible to investigate together with the Chinese suppliers, the relation between the costs and benefits of the customizations, so the Ferris wheel can actually become a tourist attraction of success in the park, coming to the model with the following specifications above:



Source: Consultoria Compacta Sul (2023).

Regarding the height, the decision for it to be 108 meters took into consideration various technical, aesthetic, and functional aspects. The starting point for choosing the Ferris wheel was the possibility of offering park visitors an unusual experience: a view of the city from above, primarily due to the privileged location of the area, allowing a panoramic view not only of Cuiabá city but also of the cliffs of Chapada dos Guimarães, in addition to the complete view of the New Mato Grosso Park. With its majestic height, the panoramic view will provide an impressive experience for those who visit it. Furthermore, it could be useful as a stage for a range of event projects due to its versatility.

From the suppliers' technical standpoint, the catalogs do not allow variations per unit. For instance, a wheel of 101, 102, or 103 meters high is not included in the catalog, whereas a 108-meter Ferris wheel is already featured in the manufacturers' catalogs. Therefore, any attempt to deviate from the models listed in the catalog would result in additional costs for customization.

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The choice of the stay cable design is due to it providing the Ferris wheel greater stability and resistance, allowing it to reach significant heights without compromising passenger safety. Moreover, weather-related wear and tear are minimized in this design compared to, for instance, the lattice design. The entirely trussed structure usually accelerates equipment wear and tear due to the number of necessary welds, external factors like accommodating bird nests and dirt, resulting in significantly higher maintenance costs, and possessing a more "cluttered" aesthetic appearance.

Regarding the rim, as it's a smaller area, the lattice structure proves to be more advantageous as it provides an even distribution of weight, reducing strain at each point of the structure, making it lighter and more efficient in terms of materials used.

Regarding the presence of the six columns, these are strategically positioned to ensure a balanced distribution of loads and allow the Ferris wheel to maintain stability during operation. Opting for a smaller number of columns could demand more steel in the designed columns, adding cost to the project and subsequently requiring equipment with higher load capacities during installation.

Concerning the number of cabins, this data is closely linked to the wheel's stability and the visitors' entry into the respective cabins.

Additionally, a point highlighted by the consultant is the need of considering the boarding and disembarking time required per cabin, along with the necessary cleaning time. Therefore, for a 108-meter-tall Ferris wheel, the number of cabins should be between 42 to 48 units, with a maximum occupancy capacity of 8 people per cabin. Opting for 42 cabins would be the most economically advantageous model.

Moreover, when a Ferris wheel has an excessive number of cabins, the available time at the boarding platform may be insufficient to accommodate all users, leading to not all cabins being occupied to their maximum capacity. This not only reduces operational efficiency but also significantly underutilizes the equipment's capacity.

Finally, the acquisition of the Ferris wheel already customized with the so-called scenic lighting is a mandatory condition. This is widely used and a basic item for Chinese manufacturers because only with lighting it's possible to enhance the attraction's aesthetics and visual appeal, prioritizing visibility. It allows meeting daily operational needs and potentially being part of the scenario for a major event at the park. To ensure quality and sustainability, LED lighting systems should be used due to their high performance and the possibility of configuring visual effects through programming or synchronization.

All these points were premises for drafting the technical specifications document attached here to. The purpose of this document is to ensure that the acquired Ferris wheel meets the needs of the State Government without restricting competitiveness among suppliers. Over-detailing beyond what is outlined in the document would lead to the error of designing a specific wheel that could be fulfilled by a single supplier.

Each supplier has its own manufacturing process, technology to ensure equipment safety, among other details, and therefore maintains confidentiality over their commercial projects, with access only granted upon contract agreement.

Having explained these points and aligned between the Government of Mato Grosso State and

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specialized technical consultancy regarding the approval of the Ferris wheel model to be acquired, the technical specifications document was developed as an annex to this instrument to guide the preparation of the commercial proposal by the bidders.

2.1. INTERNATIONAL MODALITY

As expressed in the rationale of this terms of reference, from the outset, it was not possible to map manufacturers of panoramic Ferris wheels with past experience in national territory. Therefore, technical visits to foreign suppliers were sought.

Initially, two countries with potential suppliers were identified: China and the Netherlands. However, the estimated costs from the Dutch supplier were considerably higher than those in the Chinese market. Additionally, the Dutch predominantly manufacture trussed-based models, which are heavier and incur higher maintenance costs, particularly considering Cuiabá's climatic conditions. It was also found that in the Netherlands, there's only one major company (<https://www.dutchwheels.com/product-portfolio>), whereas in China, several companies could potentially meet the State Government's expectations. This led to the decision to visit Chinese suppliers.

Following the technical visits, it became evident that the international market has the technical capabilities to meet the current demand. Hence, it's strictly necessary to establish a bidding process that allows the participation of foreign suppliers.

In general, international tenders allow the broader participation of interested parties, providing space for foreigners with no direct connection to Brazil (domicile, operations, among others) to participate in the bidding, ensuring extensive participation not only from the national and Chinese markets but also from the international market as a whole.

In summary, opting for an international tender, besides being the safest option due to the lack of previous execution of this demand in the national market, makes it the most economically viable option. It allows the public administration to directly purchase from the manufacturer, avoiding the presence of intermediaries and increasing competitiveness.

To ensure effective participation from international bidders, this tender applies the model established by the federal government for registering foreign suppliers through the Unified Suppliers' Registration System (SICAF) (<https://www3.comprasnet.gov.br/sicaf-web/index.jsf>). It is understood that conducting an international tender goes beyond simply labeling it as "international"; clear conditions must be provided for the foreign bidder to offer the best proposal without causing a burden in the preparation of the commercial proposal, ensuring equality between national and foreign bidders.

Additionally, the tender must address payment conditions, maintaining equality between national and foreign bidders, as stipulated in the Internal Regulations of Bidding and Contracts of MT PAR. Article 45, section I, establishes that the Call for Bids must observe the guidelines of monetary policy and foreign trade of the competent authorities.

Lastly, to ensure equal publicity for the tender, it's necessary to proceed with the publication notice of the international tender on the electronic platform www.dgmarket.com, a portal conceived by the World

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Bank 21 years ago with participation from over 170 countries and various international organizations. This platform has been repeatedly cited in TCU (Federal Court of Accounts) rulings. Additionally, the tender should be advertised through the Commercial Promotion Secretariats of Brazil with the Bid and annexes in English, allowing a minimum advertising period of thirty days.

2.2. TECHNICAL QUALIFICATION

In general, these are a set of requirements in a bidding process that could be considered indicative, in the sense that their presence leads to the presumption that the interested party has the conditions to satisfactorily execute the tendered object. Consequently, the absence of any qualification requirement will result in the exclusion of the participant from the bidding process, leading to disqualification.

It is the responsibility of the public administration to list the technical-professional and technical-operational qualification requirements compatible with the tendered object, as long as it does not infringe upon the competitiveness of the bidding process. The list of requirements that can be demanded is generally outlined in Article 58 of the State-Owned Enterprises Law of Brazil, especially in paragraph II, *which deals with technical qualification, restricted to portions of the object that are technically or economically relevant, according to parameters expressly established in the bidding document.*

Such requirements, whether quantitative and/or qualitative, are valid for assessing and ensuring that the eventual contractor possesses technical qualifications consistent with the complexity of the object, without unduly restricting competition.

In the specific case described here, involving the acquisition of a Ferris wheel with the listed specifications, we seek manufacturers in the market that have expertise in manufacturing such equipment, taking into account all its peculiarities and complexities.

In this case, to delve into the technical qualification requirements, we reiterate the explanation regarding the difference between itinerant Ferris wheels and panoramic Ferris wheels. Itinerant Ferris wheels are the 'more common' ones to be manufactured and are associated with the concept of amusement parks. Although they deserve all attention, as they can become dangerous due to a defect originating in manufacturing, they have structures and systems of lower complexity compared to panoramic ones when dimensions, weights, and load capacities of the components are considered, subject to significantly higher stresses than transportable wheels. A series of tests and trials are necessary to ensure the quality of welds, cables, motors, brakes, screws, safety systems, and many other extremely important elements during manufacturing.

This is because the complexity associated with the fact that the Park's Ferris wheel is 108m tall is not merely about its height, but also about its entire stability and resistance, enabling it to reach this height without compromising passenger safety.

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Source:

<https://g1.globo.com/pr/parana/noticia/2017/03/roda-gigante-de-30-metros-de-altura-e-atracacao-em-shopping-de-curitiba.html>



Source:

<https://viagemeturismo.abril.com.br/brasil/sao-paulo-tera-a-maior-roda-gigante-da-america-latina>

In this context, we asked Civil Engineer Róger de Olivera whether MT PAR could assume that a manufacturer with experience in producing itinerant Ferris wheels has the “know-how” to manufacture a panoramic Ferris wheel. Regarding this matter, his response to us was:

*The manufacturing process of a Ferris wheel begins with the design, and when comparing a cable stayed Ferris wheel with a trussed Ferris wheel, substantial differences can be noticed in both the calculations and the manufacturing method. The rim of a trussed Ferris wheel is static and rigid, designed and manufactured in modular segments. Unlike the **cable stated equipment**, where the rim is adjustable through the calibration of the **cables**, which allows easier maintenance and adjustments to correct any variations resulting from use. These adjustments allow for the monitoring and correction of variations, especially in the rim, where the cabins are fixed.*

In an industry that produces only truss equipment, there is no expertise in this aspect due to differences in both the understanding of momentum calculations and other variables, such as in the equipment's fabrication itself, involving different fittings and more elaborate calculations for the equipment to function with the presence of supporting steel cables. The engineering required for the process is notably different from that involved in the manufacturing of truss equipment.

For the manufacturing of a Cable stayed ferris wheel, the industry needs more complex machinery for the bending of sturdier parts. The axle of a guyed wheel can weigh up to 8 times more than that of a truss wheel. Furthermore, the columns must have larger sections, and the total load of a guyed wheel can be 3 to 4 times heavier than that of a truss one. This alone justifies a more elaborate production process with greater responsibility and accuracy in its projects.

In terms of design and production, the truss Ferris wheel industry is more concerned with the strength of the bolts and the rigid structure to support the loads, whereas the guyed Ferris wheel, in addition to the structure of the equipment itself, is concerned with the loads that the cables will bear to withstand tensions, representing a more complex engineering. The production of guyed equipment must concern itself not only with the fittings but also with the length, strength, and durability of the cables produced and installed. The axle structure must also be more robust since it experiences different momentum as each cable bears a load of 20 to 30 tons

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.Technically, truss structures are primarily designed to withstand loads related to compression in the columns and static resistance to wind forces and the equipment itself. On the other hand, guyed equipment distributes tensions, both in traction and compression, to maintain stability.

*For all the reasons outlined above, I consider the challenges for a company that has never produced a **Cable stayed Ferris Wheel** to be significant, including those related to the raw materials used. While the truss wheel is made solely of steel, the guyed wheel involves a combination of steel and cables, transforming a rigid structure into an adjustable one.*

In light of the statement above, and based on the portfolio of companies visited while in Chinese territory, it is understood that manufacturers with expertise in producing models of guyed wheels exceeding 80 meters in height will be able to satisfactorily meet the manufacturing needs of the Ferris wheel intended for placement at the Novo Mato Grosso Park.

2.3. REQUIREMENT FOR A LETTER OF SOLIDARITY

In view of all the above, it is a fact that the acquisition of the Ferris wheel itself is already an extremely complex process; now, added to the rules of a public administration contracting, it becomes even more challenging. This acquisition is innovative enough within the private sector, let alone within the sphere of the public sector.

Tenders represent public 'investments' and for this reason, they must be free from private interests that might contaminate the acquisition process, ensuring fair competitiveness among potential bidders. However, this does not imply handling the acquisition in such a simplistic manner as to allow the participation of any bidder, consequently acquiring a product of poor quality, and in the present case, equipment that would endanger the lives of its users.

Administrative activity cannot merely comply with the normative command seemingly outlined in the legal text; it is imperative to commit to achieving the true purpose of any and all State activities: the public interest. In this regard, there is no discussion about the need for due consideration regarding the interpretation of the incidence of the principle of legality within the bidding procedures.

In this context, it sheds light on the requirement imposed in this acquisition regarding the presentation of the document called the 'Letter of Solidarity.' This is a formal document in which the manufacturer states to being aware of the tender and commits to executing what is incumbent upon them, enabling the bidder to fulfill the contractual obligation.

The letter of solidarity comes from Law No. 12,462/2011, which instituted the Differentiated Contracting Regime (RDC), also adopted in the New Law on Bids and Contracts, Law No. 14,133/2021, demonstrating to be a good practice, provided it is properly justified. It is also provided for in RILC of MT PAR, in item d, of article 26, which outlines the requirements that the summoning instrument may contain, suitable to the case.

As it is an optional requirement, its imposition is often questioned by inspection bodies, as it may be seen as a restrictive requirement to competitiveness.

However, the understanding of the TCU Plenary indicates the possibility of the supplier's declaration being required as a 'qualification requirement in exceptional cases, when it proves necessary

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for the execution of the contractual object, a situation that must be adequately justified in an explicit and public manner, as it is a restrictive requirement to competitiveness' - Decision 1805/2015 - TCU.

Moreover, there is jurisprudential guidance from the TRF of the 4th Region, which argued for the possibility of requiring the letter of solidarity for the purposes of qualification:

"Vote [...]"

With effect, the requirement of the letter of solidarity embodies one of the cornerstones of public law: the principle of the supremacy of the public interest. The existence of solidarity in civil liability for defects in the product(s) or service(s) due to consumer legislation is irrelevant, as the manufacturer's trust in the bidding company ensures, from a pragmatic point of view, greater effectiveness in supplying the tendered product or service. This is because there will likely be no legal battles to determine responsibility for any defects in such supply.

Furthermore, the letter of solidarity does not harm competitiveness in the specific bidding process, as the tender does not indicate products targeted at specific brands or manufacturers." (TRF of the 4th Region, Civil Appeal No. 5018007-26.2012.404.7100/RS Des. Federal Fernando Quadros da Silva, j. in 10.12.2014)

It is a fact that, regardless of the governing law, in public contracts, demands for technical and economic qualification will always be legitimate whenever necessary to ensure the satisfactory execution of the contract, as enshrined in the Constitution of Brazil (XXI of art. 37).

Another point frequently addressed relates to some interpretations suggesting that the requirement of the letter of solidarity would be superfluous in light of Article 18 of the Consumer Defense Code, which establishes joint liability of the manufacturer and supplier of products, rendering the declaration of solidarity unnecessary, as the law already determines the existence of reciprocal responsibility. However, as previously explained, the importation of the Ferris wheel is imminent; thus, there will certainly be difficulties in applying Article 18 of the CDC (Laws of consumer), given that the manufacturer is not based in Brazil, leading to legal battles to determine any liability for potential defects.

With these considerations made, the first point to emphasize is that the manufacturer will have the discretion to indicate which representatives can participate in the bidding process; thus, the condition for presenting the letter of solidarity will not violate equality among the bidders. Moreover, MT PAR does not intend to enter into the commercial relationship between the bidder and the manufacturer or exploit bidding rules to establish this contractual bond. The intention is solely to ensure the establishment of quality requirements, timelines, among others, to be met with the agreement of both the manufacturer and the supplier.

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The aspect that indeed justifies the requirement of the letter of solidarity is concerning the product's characteristics, delivery stages, and penalty conditions of the contract because these three axes of the contract are closely intertwined. Consider that the manufacturing time for this equipment is approximately ten months, necessitating temporal milestones in the manufacturing process; non-compliance will result in penalties. Hence, it is crucial for the manufacturer to be aware of what is being agreed upon in the bidding process to shield MT PAR from potential allegations and disputes between the manufacturer and the supplier.

Given that this is not an off-the-shelf equipment, with the possibility of bidders presenting 'different' models of wheels, it is crucial that, when participating in the bidding, the bidder/supplier can beforehand demonstrate that the manufacturer is aware of the technical-operational capacity required to execute the contracted object; otherwise, we might encounter futile commercial proposals.

Therefore, considering the specific and unique technical characteristics inherent in the Ferris wheel, it becomes crucial for the manufacturer itself to have knowledge of and accountability for the supplied product and its maintenance, making the presentation of the letter of solidarity an essential requirement.

2.4. LOGISTICAL COSTS UNDER THE RESPONSIBILITY OF THE CONTRACTING PARTY

Logistical costs hold high relevance in the pricing of a product's supply chain, particularly in Brazil, one of the largest countries globally, with more than 8,510,000 km².

There are five classified transportation modes: air, water, road, rail, and pipeline, each with various characteristics, advantages, and disadvantages concerning capacity, cost, speed, security, among others.

Traditionally, freight transport in Brazil primarily occurs through the road mode due to its simplicity of operation and historical dependence. However, when compared to rail or waterway transportation, road transport has the lowest load capacity and higher operational costs.

Therefore, considering the acquisition of a Ferris wheel weighing approximately 700 tons, and market research indicating a purchase from foreign manufacturers, it is highly likely that it will involve an importation process. Hence, it has become crucial to analyze which mode of transportation will be more viable to reduce logistical costs, given their direct impact on the product's price.

In this regard, it is necessary to begin by analyzing which *Incoterm* will be used since they determine the rights and obligations of the exporter and importer concerning freight, insurance, terminal handling, customs clearance, and document acquisition. These obligations are directly linked to the cost of the operation, hence their significant importance.

Considering the high value added to the cargo, the recommended *Incoterm* is FOB (Free on Board), where the seller fulfills their obligations and responsibilities when the goods, cleared for export, are delivered, arranged, on board the ship at the agreed port of shipment specified by the buyer, on the agreed date or within the agreed period.

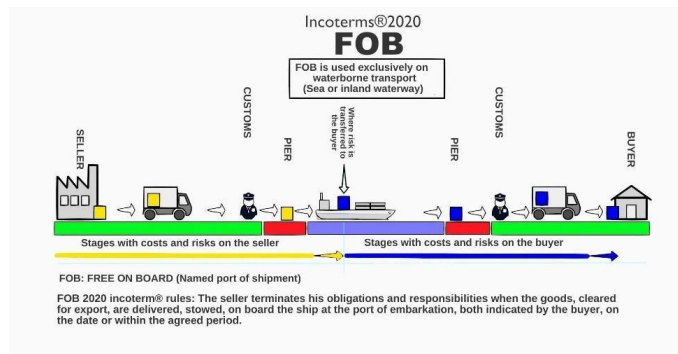
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Available at: <https://www.gov.br/siscomex/pt-br/servicos/aprendendo-a-exportar/negociando-com-o-importador-1/incoterms-2020/cpl-1>

The FOB, as it is not embedded in the product price, has its value specified on the invoice. Once indicated in the document, it forms the basis for calculating taxes such as the Social Integration Program (PIS), the Tax on Industrialized Products (IPI), the Tax on Operations related to the Circulation of Goods and the Provision of Services (ICMS), and the Contribution for the Financing of Social Security (Cofins), thus facilitating the process of nationalizing the Ferris wheel.

With the Incoterm FOB, the entire negotiation and contracting process for transportation will be in the hands of the buyer (contracting party), with the seller's (contracted party) responsibility ending as soon as the goods are transferred to the buyer for transportation. This term is most commonly used for B2B (business-to-business) transactions, where the customer has enough infrastructure to absorb risks alongside the specialized company, ensuring governance regarding freight costs, responsibilities for transport contracting, and care of the cargo. It is the most advantageous strategy for the current process, given that the foreign manufacturer lacks the capability to handle the transportation and nationalization of the product, which would lead to outsourcing and consequently further burdening the bidder's proposal.

2.5. ACQUISITION PROCESS

Ferris wheels are a highly complex equipment involving an intricate process of design, manufacturing, transportation, and installation. They exemplify precision engineering, using several interdependent systems that operate harmoniously.

The engineering and calculations involved in the manufacturing process of a Ferris wheel play a fundamental role in ensuring the safety and stability of the structure. This demands the creation of detailed calculation memoranda and technical drawings by the manufacturing company.

As previously mentioned, MT PAR hired the civil engineer responsible for the execution of the São Paulo/SP Ferris wheel, the largest in Latin America, through Contract 026/2023/MTPAR. This was done to establish common ground regarding the specifications of the Ferris wheel to be installed in Parque Novo Mato Grosso, ensuring a high-quality product with the necessary technical materials for proper installation.

Initially, there was an expectation to go to the bidding process with a single technical specification containing details of the equipment to be acquired so that the market could offer the best price. However, in

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adherence to the principle of legality, it is necessary to comply with the rites of the bidding process, and specifying a product without proper justification is not feasible. Hence, following technical visits to major Chinese manufacturers of panoramic ferris wheels, it was noted that the design of the Ferris wheel is available in commercial catalogs and can be adapted to specific client needs, project characteristics, prevailing standards, local environmental factors, among others. It was identified that variations in wheel designs are a reality in the market, and there are available equipment options that may differ due to the techniques and technologies used, without compromising the equipment's performance.

In this context, it was defined that delimiting technical specifications without allowing variations would restrict competitiveness and the participation of more than one manufacturer in the bidding process.

Therefore, the decision was made to divide the technical specifications of the ferris wheel into two technical notebooks. The Technical Specifications Notebook addresses the mandatory technical requirements and minimum quality during the bidding process, as these are fundamental characteristics that are common among manufacturers, thus ensuring the participation of manufacturers capable of meeting the expectations of the Government of Mato Grosso State. On the other hand, those items, while necessary, can be customized from manufacturer to manufacturer and are described in the Technical Guidelines Notebook, outlining the quality standards required during the presentation of the executive project.

It's noticeable that the Ferris wheel project, broadly speaking, already exists for the manufacturer, particularly because we will be dealing with suppliers who already possess the necessary expertise. However, it was noted that it is not a common practice among Chinese manufacturers to share the complete executive project. Generally, they share basic documents and commercial catalogs with the buyer, a practice that would prevent MT PAR from advancing the planning of the Ferris wheel's foundation and installation. Therefore, the Technical Guidelines notebook will guide the minimum requirements that should be presented as an executive project, along with other complementary materials, as this requirement will be crucial for the approval of the Ferris wheel's manufacturing, becoming the initial stage of the acquisition at hand.

Moreover, due to the need to protect sensitive and valuable commercial interests, commercial confidentiality is strictly required in this case. In fact, when queried, the Chinese companies expressed reluctance to participate if the wheel's project was required before the formalization of the contract. Thus, access to executive project information is only granted after the signing of a formal contract, ensuring that all involved parties are aware of responsibilities and obligations, and that confidentiality is restricted to those rightfully entitled, to ensure that confidential information is handled with due diligence and respect, safeguarding the interests of all parties involved in the project. In fact, the impossibility of obtaining access to the Ferris wheel's executive project at the bidding stage made it impossible to model the current bidding with the criterion of evaluation based on technical aspects and price.

By providing the Specifications and Technical Guidelines Handbook, bidders will have access to the information regarding what the Government of Mato Grosso expects to acquire, which will be essential in verifying compliance during the analysis of the commercial proposals of the bidders. Likewise, after the contract signing, access to the executive project and assembly manuals will ensure that all aspects of the

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project are verified, understood, and implemented according to the characteristics and premises contained in the project and the winning proposal.

All these mentioned points made it necessary to adapt the procurement procedure in order to not restrict competitiveness while simultaneously ensuring that the object is exactly the one of interest to the Government of the State of Mato Grosso.

As already explained, the first adjustment of the bidding process to market conditions was the detachment of what is subject to analysis at the bidding stage, from what is the intellectual property of the manufacturer. This detachment was carried out by dividing the technical handbooks and differentiating the criteria to be analyzed at the bidding stage from the criteria that will be required of the winning bidder, now as the contracted party.

In other words, the contracted party cannot claim ignorance of its obligations, as the requirements after the contract signing are clear, with only remaining as 'open-ended' the information yet to be described.

Another necessary adjustment was the splitting of the object into more than one product. It should be emphasized that, by using the term 'splitting,' we are not suggesting the division of the object into lots, or even that each product could be assigned to more than one supplier. Instead, it refers merely to dividing the object into 'smaller' products that create a chain of interdependent actions, allowing objectivity in bidder qualification analysis and ensuring transparency and seriousness in contractual execution. This is particularly crucial considering we are dealing with equipment that takes an average of ten months to complete its fabrication. Fragmenting such a complex object will allow better management of the manufacturing process and anticipation of any potential issues.

In summary, once the qualification phase has ended, it will be a duty of the winning bidder to present, as the first delivery under the contract, the executive project of the definitive Ferris wheel, in accordance with the proposal presented and linked to the technical specification and guideline handbooks.

The second product involves the submission of manuals for the approved Ferris wheel from the previous product, which are more detailed than those commonly practiced in the Chinese market. Simultaneously, it standardizes requirements, creating a delivery standard applicable to suppliers of any nationality. Sending these prior to the definitive equipment delivery is crucial for MT PAR to initiate the Ferris wheel installation project.

The next product concerns the manufacturing of plates and inserts, as stipulated in the technical handbooks, as these will be responsible for supporting the columns of the Ferris wheel and will enable the commencement of foundation works to accommodate the Ferris wheel installation at Novo Mato Grosso Park.

The fourth product refers to the phase of reports/technical tests, among other digital documents of the Ferris wheel components already manufactured and currently undergoing testing phases. Sending these documents in advance will allow the supervisory committee to carefully analyze and identify any necessary corrections in a timely manner, providing the manufacturer with sufficient time to make adjustments.

Finally, the conclusion of the Ferris wheel manufacturing process will involve its proper packaging and readiness for shipment.

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As an analogy, although this process solely pertains to the acquisition of the Ferris wheel, the procurement procedure designed here can be likened to the model of integrated engineering works contracting. Integrated contracting emerged as an option to provide flexibility during contracting, especially considering innovations that may be introduced by the company, in addition to transferring responsibility for any design errors experienced during execution to the company. The same concept applies here. The specification and technical guideline handbooks correspond to the preliminary design, and upon contracting, the executive project of the Ferris wheel will be presented with the required level of detail.

3. QUALIFYING OF THE GOODS AND SUPPLIER SELECTION

- 3.1. This concerns an asset to be acquired through a Bid, pursuant to the heading of Article 21 of the Internal Bidding Regulations, with wording amended by Resolution No. 004/2023/CAD-MTPAR, published on March 3, 2023, page 40, Official Gazette of the State of Mato Grosso No. 28,449, which bidding process will be conducted through the electronic platform on <https://www.gov.br/compras/pt-br>.
- 3.2. The adopted evaluation criteria will be the lowest overall price, with an open bidding mode, provided that the requirements contained in the Terms of Reference and its Annexes regarding the specifications of the object are taken into consideration.
- 3.3. Participation of companies in a consortium is prohibited, as the collaboration of companies with similar technical capabilities will impede competition among bidders, compromising the principle of cost-effectiveness in administration, to the detriment of the bidding process.
- 3.4. Interested companies, national or foreign, operating in the field of activity related to this bidding object and able to demonstrate their qualification as specified in the tender notice, are eligible to participate in this Bid.

4. THE NON DIVISION OF THE OBJECT

- 4.1. Considering that the desired acquisition involves an indivisible object, in addition to the need for compatibility among the equipment to be installed, RESERVED QUOTAS will not be established for preferential entities (microenterprises, small businesses, and individual entrepreneurs) as it would CAUSE DAMAGE to the entirety of the object in this bidding process. Therefore, the provisions of Article 48, Section III, of Complementary Law No. 123/2006 combined with Articles 23, § 1, it will not be applied.
- 4.2. The procurement in separate items is not deemed suitable for the object of this Terms of Reference since divisibility could compromise the integrity of the products under this contract, causing harm to the CONTRACTING PARTY. Engaging multiple companies for the execution of the object would lead to conflicting interpretations, higher project management costs, and administrative burdens. Therefore, due to their entirely interconnected technical characteristics and specific nature, all related services must be provided by the same CONTRACTOR.
- 4.3. In line with the provisions of TCU Ruling No. 1099/2008 - Plenary, which holds that in cases where there is interdependency among the services that comprise the subject of the bid, opting not to divide the project appears to be appropriate, at least from a technical standpoint, allowing for composition in a single lot.

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5. THE BIDDER'S LEGAL, ECONOMIC, TECHNICAL E OPERATIONAL QUALIFICATIONS

- 5.1. The requirements for legal, taxes, and labor qualification to be met by the supplier are specified in the tender's public notice.
- 5.2. The criteria for economic-financial qualification to be met by the supplier are specified in the tender's public notice.
- 5.3. The criteria for technical qualification to be met are:
 - 5.3.1. The bidder must provide a Technical Capacity Certificate (TCC) proving the manufacturing of a panoramic Ferris wheel of at least 80 meters in height and with characteristics similar to the present object.
 - 5.3.1.1. Similar characteristics will be considered as follows: Ferris wheels with trussed rim, single continuous tube, or parallel tubes; RGB scenic lighting on cables and rim; enclosed air-conditioned cabins with a minimum capacity of 6 people.
 - 5.3.1.2. The sum of technical capacity certificates will not be admitted.
 - 5.3.1.3. The catalog of the product mentioned in the TCC (Technical Capacity Certificate) must be presented, mandatorily.
 - 5.3.1.3.1. In the case of catalogs in a foreign language, they must be followed by a properly translated version into the Brazilian Portuguese language.
 - 5.3.2. When the bidder holds the roles of both supplier and manufacturer, the technical capacity certificate must be presented, issued by a legal or private entity, or by an individual, in the bidder's name proving previous supply(s) compatible with the object of this Term of Reference.
 - 5.3.3. When the bidder does not hold both roles of supplier and manufacturer, the technical capacity certificate must be presented, issued by a legal or private entity, or by an individual, in the manufacturer's name proving previous supply(s) compatible with the object of this Term of Reference, followed mandatorily by the Letter of Solidarity (Annex E).
 - 5.3.4. If the bidder has the TCC in a foreign language, it must be presented with a duly translated version into the Portuguese language, exempt from subsequent translation requirements by a sworn translator by the Brazilian consulate at its headquarters.
 - 5.3.5. The certificate(s) issued by a public legal entity must properly identify its signatory (name, position, and Birth registration number.).
 - 5.3.6. In the case of a certificate issued by a private enterprise, one issued by a company belonging to the same business group as the bidder will not be considered.
 - 5.3.6.1. Companies controlled or controlling the proposing company, or with at least one same individual or legal entity who is a partner, owner, or holder of the issuing company and the proposing company, will be considered part of the same business group.
 - 5.3.7. If the certificate(s) does not contain all the necessary information to demonstrate the minimum requirements of the TCC, they may be supplemented by other reliable means, such as registered contracts, invoices, and pro-forma invoices.
 - 5.3.8. If the Bid's Agent deems it necessary, the Bidder will be asked to provide all essential

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information to prove the legitimacy of the requested certificates, including, among other documents, a copy of the contract that supported the hiring, Invoices/Bills, Purchase Orders, the current address of the contracting party, and the location where the products were supplied. These and other complementary information may be requested through an inquiry.

5.3.9. There is no obligation for the nomenclatures in the certificate to be identical to those used in defining the object under discussion, as long as they are good enough to prove the capacity to supply the object.

5.4. The Bid's Agent may at any time request support from members of the inspection committee to evaluate the TCCs submitted by the bidders.

6. THE TENDER'S COMPLIANCE REQUIREMENTS

- 6.1. This bid process will happen on a single batch.
- 6.2. The proposals presented by the bidders must include all costs and expenses, such as direct and indirect costs, tax burdens incurred in the country of origin, materials, equipment, labor charges, social security contributions, taxes, commercial charges, potential insurances, services, training, personnel travel, warranties, inspections, tests, expenses for the agent and/or consultancy, expenses for the engineer during installation and technical visits, translation into Brazilian Portuguese, profit, and any other expenses that may apply or arise regarding the value of the tendered object, as stated in the proposal, in accordance with the requirements set forth in the bidding and contractual documents. There will be no subsequent claims due to the exclusion of any incurred expenses.
- 6.3. **For the elaboration of proposals, the bidders must read in full all the tender's documents, considering the contents of the attachments, especially the Technical Specifications and Guidelines.**
- 6.4. **National or foreign companies should present the price proposal considering importation and transportation expenses to Novo Mato Grosso Park, which will be the responsibility of the CONTRACTING PARTY.**
- 6.5. The companies should submit their proposals using the FOB "free on board" INCOTERMS 2020.
- 6.6. Bidders must specify in the proposal the monthly cost of funding for the technical representative who will check the installation (Product 06), as this amount will be applied to the corresponding term in case of a contractual addendum.
- 6.7. Bidders should indicate in the proposal the location of the contractor's factory.
 - 6.7.1. For the purpose of this reference, the factory location is where the Ferris wheel will be manufactured.
- 6.8. Bidders must disclose in the proposal the location of the contractor's port of embarkation.
 - 6.8.1. For the purpose of this reference, the port of embarkation is where the contractor will make the merchandise available, properly packaged and ready to be shipped and/or land transportation (depending on the contractor's nationality).

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- 6.8.1.1. The bidder must account for the costs related to packaging and loading labor at the time of shipping.
- 6.8.2. The packaging for transporting the Ferris wheel must comply with the guidelines outlined in Annex B - Technical Guidelines.
- 6.9. In case of proposal in a foreign currency, along with the offered values, the bidders must present the calculation details used for currency conversion.
- 6.9.1. The values must be converted into Brazilian Real using the Ptax exchange rate for buying in effect on the second business day immediately preceding the date of the session's opening, for registration in the "Compras" electronic system.
- 6.10. Bidders must provide a detailed description of the Price Sheet, as per Annex D, an integral part of this Reference Document, and present the global price of the proposal.
- 6.11. Claims of mistakes, errors, or oversights in the preparation of price proposals will not be accepted subsequently.
- 6.12. The price proposals will be analyzed and judged, for the compatibility of the offered price, with the estimated value and compatibility of the proposal with the technical specifications of Annex C - Spreadsheet in the "Bid Proposal" requirement phase.
- 6.13. The proposal's validity period shall not be less than 90 (ninety) days, counting from the date of its submission.
- 6.14. The rules for tie-breaking between proposals will be specified in the tender's Public notice.

7. THE AGENT

- 7.1. The winning bidder shall, upon contract signing, appoint an agent who shall remain available to the Contracting Party through communication channels such as messaging applications, email, calls, etc., and participate in all formally convened in-person and virtual meetings by the Contracting Party. However, all requirements regarding their connection to the Contract must be observed.
- 7.1.1. The appointed agent may or may not be the legal representative of the contractor.
- 7.1.2. The appointed agent must be Brazilian and/or a foreigner fluent in Brazilian Portuguese language.
- 7.1.3. The contracting party will call for virtual meetings with a minimum notice of 48 hours and in-person meetings with a minimum notice of 7 calendar days.
- 7.1.4. The Contractor may, during the contract's validity, replace the agent, provided that the Contracting Party's oversight is notified 48 hours in advance.
- 7.2. The agent shall ensure the service and agility contracted object requires.
- 7.3. The agent must be able to clarify issues related to invoices/bills of the object.
- 7.4. The designated agent is not required to remain at the CONTRACTING PARTY's disposal full-time. However, all requirements regarding their connection to the Contract must be taken in consideration.

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7.5. The Contractor must instruct their agent to promptly respond to any requests from the Contracting Party through the Contracting Party's Oversight or its substitute, immediately complying with their determinations, instructions, and guidelines, including compliance with internal rules, provided it is in accordance with legality. They must also take all necessary steps to correct any flaws detected in the execution of the contracted services.

7.6. Among other responsibilities, the agent's duties include:

- 7.6.1. Monitoring, coordinating, and controlling product delivery deadlines.
- 7.6.2. Complying with and enforcing all determinations, instructions, and guidelines issued by the Oversight and the Contracting Party's authorities.
- 7.6.3. Presenting information and/or documentation requested by the Oversight and/or the Contracting Party's authorities, related to the execution and contractual obligations, in a timely manner.
- 7.6.4. Reporting to the Contracting Party's Oversight to solve any questions and other contractual obligations.
- 7.6.5. Immediately and in writing, report any observed irregularities to the Oversight.
- 7.6.6. Carrying out, in addition to assigned activities and tasks, any others deemed necessary.
- 7.6.7. Signing any document/report evaluating the contracted object if it is not sent by email with receipt confirmation.
- 7.6.8. Forwarding to the Contracting Party's Oversight all Invoices/Bills, as well as all required supporting documentation.

8. SUBCONTRACTING

8.1. It won't any allowed any kind of subcontracting in the object.

9. THE OBJECT'S ACCEPTANCE CRITERIA

9.1. The acceptance criteria for the item listed below, are in line with the annexes of this terms of reference and with the winning proposal.

9.2. All stipulated deadlines shall be counted in calendar days, unless expressly indicated otherwise.

9.3. ALL DOCUMENTS SHARED BETWEEN THE CONTRACTOR AND THE CONTRACTING PARTY DURING THE CONTRACTUAL VALIDITY MUST BE DONE IN BRAZILIAN PORTUGUESE LANGUAGE AND SHARED THROUGH THE EMAIL projetos@mtpar.mt.gov.br

9.3.1. Documents issued by foreign entities will be accepted when followed by a translation into Brazilian Portuguese, provided that the issuing entity's reliability is proven.

9.3.2. Digitally sent files, which original copies are physical documents, shall be part of the documentary archive of Product 05.

9.4. The contractor must submit, monthly, a predominantly infographic report allowing the contracting party to monitor the evolution of the manufacturing activities of the Products.

9.4.1. The report shall be submitted every first business day of each month.

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9.4.2. The report shall contain a photographic record indicating the date of the image's capture, a report on the activities carried out in the month, as well as the compilation of the month-to-month evolution, in percentage terms, of the manufacturing of each product.

9.4.3. If there is any question from the contracting party regarding the progress of Product manufacturing, the contracting party may request clarification and further details regarding the manufacturing process.

9.4.4. In case the report is not deemed satisfactory by the oversight committee, a non-extendable period of 05 (five) days will be given to submit a new report with all the information requested by the oversight committee, under penalty of sanctions in case of non-compliance.

9.5. The present acquisition has been subdivided into six products that must be compatible with the technical specifications of Annexes A, B, and C.

9.6. Product 01 - Executive Project of the Ferris Wheel:

9.6.1. After the contract is signed, the contractor will have a period of up to 45 days to present the executive project of the Ferris wheel, in accordance with the requirements described in this Terms of Reference and its annexes.

9.6.2. The contracting party, through the oversight committee, shall have a period of up to 30 days to analyze Product 01 in accordance with the terms agreed in the contract and binding annexes, and express its approval or rejection of the product.

9.6.2.1. In the event that Product 01 is rejected by the oversight committee, a non-extendable period of 10 (ten) days will be given to submit the project with all the information requested by the oversight committee, under the risk of a penalty in case of non-compliance.

9.6.3. Concurrently with the feedback from the oversight committee's analysis regarding the executive project, a **kick-off** meeting will be scheduled with the representatives of the winning company of the bidding process and their representative, where clarification will be made regarding:

9.6.3.1. Presentation of the physical and financial schedule for the execution of the Products, jointly by the contractor and the contracting party, in accordance with the deadlines stipulated in this terms of reference.

9.6.3.2. Presentation of the assessment schedules for Products 03 and 05, respectively.

9.6.3.2.1. For the purposes of this terms of reference, an assessment schedule is understood as the routine of the inspection to be carried out by the MT PAR oversight committee at the time of the technical visit at the factory site, followed by an inventory of activities.

9.6.3.2.2. The assessment schedule should include an inspection of all manufactured items and the respective deadline for verification, not being accepted any kind of sampling inspection.

9.6.3.3. The deadlines established in the **kick-off** meeting schedule will be considered definitive for the effect of possible administrative sanctions.

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- 9.6.3.4. Preferably, the *kick-off* meeting will take place in person in Cuiabá-MT, Brazil.
- 9.6.4. Product 01 must be delivered and presented to the contracting party containing, at a minimum, the following elements:
- 9.6.4.1. Detailed projects, technical drawings, calculation memoranda of each component of the Ferris wheel, in accordance with the conditions described in this Terms of Reference and annexes.
- 9.6.4.2. Files related to Product 01 must be sent in editable digital format (e.g., for drawings, '.dwg' format compatible with AutoCAD, for texts, '.docx' extension compatible with Microsoft Word, for spreadsheets, '.xlsx' extension compatible with Microsoft Excel, etc.) and in 'pdf' format when suitable.
- 9.6.4.3. Any requirement expressly stated in the specification notebooks and technical guidelines, as well as the specification spreadsheet.
- 9.6.5. Following the delivery of the oversight committee's approval report, the countdown for the execution of Products 02, 03, 04, and 05 will start on the next day.
- 9.6.5.1. The execution deadlines for Products 02, 03, 04, and 05 are simultaneous and must be put in the schedule that was defined during the *kick-off* meeting.
- 9.6.6. For the purpose of payment for Product 01, in order to avoid damage to the public treasury, given that the object of this acquisition is the equipment "Ferris Wheel" and not only its executive projects, the following conditions will be required from the contractor:
- 9.6.6.1. The contractor must provide a current warranty corresponding to 40% of the contract value (Product 01) up to 48 (forty-eight) hours before the actual payment, choosing between a cash deposit, a guarantee insurance, or a bank guarantee.
- 9.6.6.2. The validity of the warranty provided for the payment of Product 01 must cover the contractual period until the final receipt of Product 05.
- 9.6.6.3. If the proposal was made in a foreign currency, the value is considered equivalent to (currency of quotation) based on the exchange rate.
- 9.6.6.4. Failure to meet the deadline for presenting the guarantee will result in a fine of 0.07% (seven hundredths of a percent) of the total contract value per day of delay, up to a maximum of 2% (two percent).
- 9.6.6.5. A delay exceeding 25 (twenty-five) days authorizes the Contractor to terminate the contract due to non-compliance or irregular compliance with its clauses.
- 9.6.6.6. The warranty, regardless of the chosen modality, will ensure full reimbursement in the event of total or partial non-performance of the contractual object during its entire term;
- 9.6.6.7. In the case of choosing the insurance guarantee, it will be carried out by delivering the appropriate policy issued in favor of MT PAR, covering the contract breach risk for the stipulated duration, and the contractor must arrange for its extension

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for the necessary duration, without notification from MT PAR, under penalty of contract termination.

- 9.6.6.7.1. Only insurance policies from insurers duly authorized for this purpose according to the legislation of the Superintendence of Private Insurance (SUSEP) will be accepted.
- 9.6.6.8. In case of doubts, the bidder may contact MT PAR by phone at +55 (65) 3622-0133 or via email: licitacoes@mtpar.mt.gov.br.
- 9.6.6.9. Payment will be made when the product is duly certified by the inspection committee.
- 9.6.6.10. The warranty, regardless of the chosen modality, will cover:
- 9.6.6.10.1.1. Losses arising from non-compliance with the contract object and non-performance of other obligations therein;
 - 9.6.6.10.1.2. Damages caused to the Contractor or third parties, regardless of proving fault or intent, during contract execution;
 - 9.6.6.10.1.3. Moratory and punitive fines applied by the CONTRACTOR to the CONTRACTED PARTY;
 - 9.6.6.10.1.4. Any labor, tax, and social security obligations of any nature not honored by the Contractor.
- 9.6.6.10.2. The insurance guarantee modality will only be accepted if it covers all the events indicated in the preceding item.
- 9.6.6.10.3. In case of a change in the contract value, extension of the contract term, total or partial use of the guarantee for payment of any obligation, or in other situations resulting in loss or insufficiency of the guarantee, the CONTRACTED PARTY must arrange for the supplementation or replacement of the provided guarantee within a period determined by the Contractor, not less than 5 (five) business days, or as agreed upon in an addendum or amendment, observing the original conditions for accepting the guarantee stipulated in this Clause.
- 9.6.6.10.4. The Contractor will not execute the guarantee in the event of one or more of the following hypotheses:
- 9.6.6.10.4.1. Non-compliance with obligations by the contractor resulting from acts or facts practiced by the Contractor;
 - 9.6.6.10.4.2. Intentional illicit acts committed by the Contractor's employees.
- 9.6.6.10.5. Guarantees including other exemptions of liability beyond those provided in this clause will not be accepted.
- 9.6.6.10.6. The CONTRACTED PARTY authorizes the CONTRACTOR to retain the guarantee at any time.
- 9.6.6.11. The guarantee will be considered extinguished:
- 9.6.6.11.1. Upon the return of the policy, bond letter, or authorization for the withdrawal of amounts deposited in cash as a guarantee, accompanied by a

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declaration from the Contractor, through a detailed report, that the Contractor has fulfilled all the clauses of the contract up to the completion of Product 05.

9.6.6.11.2. Within 90 (ninety) days after the contract's expiration, if the CONTRACTOR does not report any claims, in which case the period will be extended according to the communication terms.

9.6.6.12. For payment purposes, the corresponding percentage for this product will be done when the product is rightfully certified by the oversight committee.

9.7. **Product 02 - Manuals:**

9.7.1. Within 75 days of the approval of Product 01, the contractor must share, through the mentioned email in item 9.3, the manuals required as described in this Term of References and its annexes.

9.7.2. The oversight committee will analyze the submitted manuals within 20 days, in line with the terms laid out in the contract and annexes, and express their approval or rejection of the product.

9.7.2.1. In the event that Product 02 is rejected by the oversight committee, a non-extendable period of 30 days will be granted to submit the manuals with all the information requested by the oversight committee, under risk of a penalty in case of non-compliance.

9.8. **Product 03 – Foundation plates and inserts:**

9.8.1. Considering the need to send the wheel's foundation plates and connection inserts to commence the works and foundation construction at Parque Novo Mato Grosso, these must be available for inspection by the oversight committee within 120 days after the approval of Product 01.

9.8.1.1. The contractor must notify the contracting party, 45 days in advance, of the definitive date of completion of Product 03.

9.8.1.1.1. For the purposes of this Terms of Reference, the definitive date refers to the completion date of Product 03, not characterizing the date of withdrawal of the product by the contractor at the port of shipping.

9.8.1.1.2. The contracting party must receive Product 03 from the port of shipment within 30 days after the definitive date provided by the contractor.

9.8.1.1.3. The contractor must submit photographic reports and other documents up to 5 days in advance of the definitive date, demonstrating that the product will be ready for collection.

9.8.1.1.3.1. The contracting party will review the documents within 5 days and request any necessary additional information, which must be promptly provided.

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9.8.1.2. Upon notification of the definitive date of completion of Product 03, the following actions will be taken:

9.8.1.2.1. The contracting party will, through the oversight committee, receive the product at the contractor's manufacturing site in accordance with the contract and following the assessment schedule (9.6.3.2).

9.8.1.2.2. The contractor may only begin the wrapping and/or packaging process, as well as preparation for transportation of plates and inserts to the port of shipment, upon explicit authorization from the oversight committee.

9.8.1.2.2.1. If the committee identifies manufacturing faults or contractual breaches by the contractor, the committee will analyze the severity of the irregularities and set an additional deadline for their correction, under risk of sanctions in case of non-compliance.

9.8.1.2.2.2. In case the committee identifies significant faults that cannot be fixed within the stipulated assessment period, the CONTRACTOR will be responsible for covering all expenses (airfare, accommodation, local transit, meals, etc.) for the Oversight Committee in a subsequent visit to certify the product's receipt.

9.8.1.3. For payment purposes, the corresponding percentage for this product will be done when Product 03 is shipped, and its invoice (or equivalent) is certified by the oversight committee.

9.9. **Product 04 – Digital documents**

9.9.1. This part insures the CONTRACTOR's obligation to submit all documentation, in digital format, concerning the reports and tests of the product, thereby confirming compliance with the specifications of this Terms of Reference and its annexes.

9.9.2. The digital documents must be sent to MT PAR no later than 90 (ninety) days before the completion date of Product 05.

9.9.3. The oversight committee will analyze the digital documents within 20 (twenty) days in accordance with the provisions of the contract and its annexes, as approved in Product 01, and will express its approval or rejection of the product.

9.9.3.1. In the event that Product 04 is rejected by the oversight committee, a non-extendable period of 30 (thirty) days will be provided to present the manuals with all information requested by the oversight committee, under risk of sanctions in case of non-compliance.

9.10. **Product 05 – Ferris wheel:**

9.10.1. The contractor must, within 300 (three hundred) days after the approval of Product 01, complete all activities related to the manufacturing of Product 05.

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9.10.2. Considering the logistics involved in the importation and transportation process of Product 05, the contractor must inform, 90 (ninety) days in advance, the definitive date of completion of Product 05.

9.10.2.1. For the purpose of this term of references, the definitive date is the date of completion of Product 05, not necessarily the date when the product is collected by the contracting party at the port of embarkation.

9.10.2.1.1. Following the indication of the definitive date, the contracting party will have up to 60 (sixty) days to do the retrieval of Product 05.

9.10.3. Upon communication of the definitive date of completion of Product 05, the following actions will be taken:

9.10.3.1. The contracting party, through the oversight committee, will receive the product at the contractor's factory in accordance with the contract and following the inspection schedule (9.6.3.2).

9.10.3.2. The contractor may only start the process of wrapping and/or packaging, as well as preparing for the transfer of the components of the Ferris wheel to the port, upon express authorization from the oversight committee.

9.10.3.3. If the committee identifies manufacturing faults and/or if the contractor fails to comply with a contractual clause, the oversight committee will analyze the severity of the irregularities and set an additional deadline to correct the faults, under risk of sanctions for non-compliance.

9.10.3.4. In case the committee identifies severe defects that cannot be fixed within the stipulated inspection schedule, the CONTRACTOR will be responsible for covering all expenses (airfares, accommodation, internal transportation, meals, etc.) for the Oversight Committee's revisit to attest the product's receipt.

9.10.4. Upon the arrival of the oversight committee, the contractor must present an organized digital collection of all documentation regarding the Ferris wheel's manufacturing process and its respective other products, and when necessary, physical copies of the documents.

9.10.5. For payment purposes, the percentage corresponding to this product will be done when Product 05 is properly embarked, and its invoice (or equivalent) is certified by the oversight committee.

9.11. **Product 06 - Installation:**

9.11.1. The contracting party will communicate to the contractor with a minimum notice of 20 (twenty) days the date for the beginning of the Ferris wheel installation works at Parque Novo Mato Grosso so that the contractor can provide the technical supervision to check the Ferris wheel installation works.

9.11.1.1. The contractor must cover all expenses (transportation, daily expenses, meals, fees, lodging, among other direct and indirect expenses) for its technical supervisor during the estimated period of six months.

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- 9.11.1.1.1. The technical supervisor provided by the contractor does not, under any circumstances, have an employment relationship with the contracting party.
- 9.11.1.2. The contractor should provide all necessary aspects for the proper performance of the technical supervisor's duties, such as a computer/tablet or equivalent for data and image recording, tools and software required for quality assessment of the installation, personal protection equipment, among others.
- 9.11.1.3. If the technical supervisor provided by the contractor is of a nationality other than Brazilian, they must be at least fluency in the English language, and it is the responsibility of the contracting party to provide staff to make communication easier.
- 9.11.2. The technical supervisor designated by the contractor must monitor the works' execution for as long as necessary so that, upon completion, they can deliver a conclusive compliance report favoring the proper Ferris wheel installation.
- 9.11.2.1. If the contractor's technical supervisor identifies any inconsistencies during the installation works, they must immediately and formally inform both MT PAR and their superiors, allowing the irregularity to be solved in doable time.
- 9.11.2.1.1. The supervisor should use the email projetos@mtpar.mt.gov.br as the communication channel with MT PAR.
- 9.11.3. For payment purposes, the corresponding percentage for this product will be done upon the delivery of the favorable compliance report presented by the contractor's technical supervisor.
- 9.11.4. After one year from the delivery of the compliance report, the contractor must designate the technical supervisor again to perform a new on-site inspection with the goal to verify to the Ferris wheel's full operation.
- 9.11.4.1. In case the same technical supervisor is unavailable, it will be the contractor's responsibility to send a technical supervisor with the same qualifications and knowledge about the service provided for the new inspection.
- 9.11.4.2. If the contractor fails to send a technical supervisor for the inspection of the Ferris wheel's operation and maintenance within this one-year period, it will be deemed that the contractor has tacitly approved the conformity of the operation according to the Ferris wheel manuals for all warranty purposes.
- 9.12. The acceptance acts carried out by the oversight committee do not exclude the contractor from liability for damages resulting from incorrect contract execution.

10. PAYMENT CRITERIA

- 10.1. For payment purposes, percentages have been distributed in accordance to the following system:

PRODUCTS	PERCENTAGE (%)
Product 01: Executive project	40%

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Product 02: Manuals	0%
Product 03: Plates/Inserts	10%
Product 04: Digital documents	0%
Product 05: Ferris wheel	45%
Product 06: Installation	5%

- 10.2. Payment will be made in accordance with regulations established by the Brazilian Federal Revenue Service and guidelines from Monetary and Foreign Trade Policies, as applicable, following the submission of Invoices, Tax Invoices, or Proforma Invoices, within a maximum period of 10 (ten) working days, after the inspection certifies the final receipt of the respective Products.
- 10.3. Other criteria related to the bidding process will be specified in the Public Notice.

11. PRODUCT AND TECHNICAL ASSISTANCE

- 11.1. The warranty period for the Ferris wheel is five years, counted from the first business day following the date of definitive receipt of the object.
- 11.2. Considering that it is a high-value equipment and carries responsibility for the lives of its users, the warranty will be provided to keep the supplied equipment in perfect working condition, without any additional cost or burden to the Contracting Party.
- 11.3. The warranty covers the execution of corrective maintenance of the assets by the Contractor itself, or if applicable, through authorized technical assistance, following specific technical standards, provided that the contracting party complies with the scheduled preventive maintenance plan.
- 11.4. Corrective maintenance is understood as that aimed at correcting defects in the assets, including the replacement of parts, making adjustments, repairs, and necessary corrections.
- 11.5. Parts showing flaws or defects during the warranty period must be replaced by new, unused, and original ones, meeting quality and performance standards equal to or higher than those used in manufacturing the equipment.
- 11.6. Upon notification, the Contractor will carry out the repair or replacement of assets exhibiting flaws or defects within a period of up to 30 business days, starting from the date the equipment is removed from the contracting party's premises by the Contractor or the authorized technical assistance.
- 11.6.1. The deadline indicated in the previous sub-item may, during its course, be extended once, for an equal period, upon written and justified request from the Contractor, accepted by the Contracting Party.
- 11.6.1.1. In the event of the sub-item above, the Contractor must provide parts and/or components of the equipment with specifications equal to or better than those previously supplied, for temporary use by the Contracting Party, ensuring the continuity of administrative work during the execution of repairs.

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11.7. After the deadline for repairs and replacements has elapsed without the Contractor's request being met or justifications provided by the Contractor, the Contracting Party is authorized to hire another company to carry out repairs, adjustments, or replacements of the asset or its components. The Contracting Party can also demand reimbursement of the respective costs from the Contractor, without such event leading to the loss of equipment warranty.

11.8. The cost related to the transportation of the equipment covered by the warranty will be the responsibility of the Contractor.

11.9. MT PAR should do the acquirement process of components or parts of foreign origin for equipment maintenance during the technical warranty period from the original supplier of said equipment, when not covered by the warranty.

11.10. In order to expand transparency tools and enhance security during the equipment installation, the CONTRACTOR must provide, throughout the warranty period, at no cost to the CONTRACTING PARTY, web access to technical documentation of the equipment's installation manual in digital or PDF format.

12. SUPERVISION COMMITTEE

12.1. The committee will be responsible for monitoring all the products in this bidding and will be composed of the following staff members:

Employee	Registration No.
Fernando Pereira de Melo	1125
André Renato Pirana	1147
Leone Stefany Galvão Silva	137862
Veviane Cristina Ferreira e Silva	1131
Antônio Jonatan Lima Setúbal	250795

12.2. The committee's responsibilities are as follows:

12.2.1. Manage the project by monitoring deadlines, promoting integration, communication, and coordination between both parties

12.2.2. Jointly express their approval or rejection of the products presented by the contractor through a report for each product.

12.2.3. Monitor temporary and final receipts of the products.

12.2.4. Do technical inspections at the factory site whenever is necessary.

12.2.5. Monitor the shipment of products at the port of departure whenever necessary.

12.2.6. Attest to the Invoice or equivalent for payment.

12.3. The Commission may, at any time, summon Civil Engineer Róger de Oliveira (Contract 026/2023/MTPAR) to provide technical opinions regarding questions or the need for analysis of submitted documentation, whether in the bidding phase or during contractual execution.

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12.4. The costs associated with the committee's visit to the factory site will be borne by the Contracting Party, except in cases of non-compliance by the Contractor.

13. CONTRACTUAL DURATION

13.1. The contract validation period will be 24 (twenty-four) months, extendable based on Article 71 of Law 13.303/2016 and Article 128 of MTPAR's Internal Regulations for Bidding and Contracts.

13.2. The end of the contractual term does not exempt the contractor from responsibilities related to product warranties or responsibilities regarding the equipment's lifespan.

14. CONTRACTED PARTY DUTIES

14.1. The CONTRACTOR must fulfill all obligations stated in the Contract, its annexes, and its proposal, assuming exclusively the risks and expenses arising from the proper execution of the object, and additionally:

14.1.1. The Contractor must comply with all obligations stated in the contractual instrument, its annexes, and its proposal, assuming exclusively the risks and expenses arising from the proper and perfect execution of the object.

14.1.2. Deliver the Products in perfect condition, according to specifications, deadlines, and locations specified in the Contract and its annexes, followed by the respective invoice or similar document, which will contain indications regarding: brand, manufacturer, model, origin, and warranty or validation period, among other requirements specified in the terms of reference.

14.1.3. Repair, correct, remove, or replace, at its own expense, in whole or in part, within the fixed period determined by the inspection committee, the objects found to have defects, faults, or inaccuracies.

14.1.4. Indicate legal representation in Brazil with express powers to receive citation and respond to the contracting party administratively and judicially regarding this tender and the contracts resulting from it.

14.1.5. Be responsible for defects and damages resulting from the object, according to Articles 12, 13, and 17 to 27 of the Consumer Defense Code (Law No. 8,078 of 1990).

14.1.6. Agree jointly with the Contracting Party the deadlines established in the *kick-off* meeting's schedule, which will be considered definitive for administrative sanction purposes.

14.1.7. Provide all clarifications or information requested by the Contracting Party or its representatives, guaranteeing them access, at any time, to the equipment manufacturing site, as well as to the documents related to the execution of the object.

14.1.8. Ensure the technical organization of the Products, effectively and efficiently managing them according to the documents and specifications included in this Term of References within the determined timeframe.

14.1.9. Maintain throughout the contract's validity, in accordance with the assumed obligations, all qualification and eligibility requirements.

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- 14.1.10. Maintain confidentiality regarding all information obtained due to the contract.
- 14.1.11. Bear the burden arising from any error in estimating the quantities in its proposal, including variable costs resulting from future and uncertain factors, except in cases of events listed in § 1 of article 151 of the Internal Regulations for Bidding and Contracts of MT PAR.
- 14.1.12. To take responsibility for the expenses necessary for the perfect execution of the object in accordance with what is established in the terms of reference.
- 14.1.13. To issue an Invoice or equivalent, detailing the services rendered during the billing period.
- 14.1.14. To notify the Contractor within a period of up to 2 (two) business days of any changes in the address, bank account, phone, email, and other details deemed necessary for receiving correspondence.
- 14.1.15. Not to advertise or disseminate any information regarding the contracted activities without prior authorization from the Contractor.
- 14.1.16. To undertake all labor, social, social security, tax, commercial, and other obligations stipulated by specific legislation, the non-compliance of which does not transfer responsibility to MT PAR.
- 14.1.17. No labor, social security, tax liabilities, including work accidents, or civil liability of any nature, will be attributed to or communicated to the CONTRACTING PARTY.
- 14.1.18. To maintain, throughout the duration of the Contract, in line with the assumed obligations, all the eligibility and qualification requirements asked in the bidding process, providing evidence whenever requested by MT PAR.
- 14.1.19. To present the documents from the bidding's qualification phase followed by a sworn translation in the country and apostilled in accordance with the provisions of Decree No. 8,660, dated January 29, 2016, or any replacement thereof, or consularized by the respective consulates or embassies, when the documents are in a foreign language.
- 14.1.20. To assume any other obligations described in the contract and its annexes.
- 14.1.21. The failure to comply with the assumed obligations will result in a contractual breach, leading to contract termination and other sanctions provided by law, ensuring the right to a fair hearing and defense for the contractor.

15. CONTRACTING PARTY DUTIES

- 15.1. Receive the products in the conditions established in the Bid and its annexes.
- 15.2. Demand compliance with all obligations assumed by the Contractor, in accordance with the contractual clauses and the terms of their proposal.
- 15.3. Provide the necessary information regarding the contract's object.
- 15.4. Be responsible for the nationalization and importation of the purchased products, covering all activities related to transportation, insurance, customs clearance, and other inherent processes.
- 15.5. Agree jointly with the Contractor on the deadlines established in the kickoff meeting schedule, which will be considered definitive for administrative sanctions.

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- 15.6. Demand from the Contractor, at any time, proof of the required conditions for the contract.
- 15.7. Publish in the State Official Gazette the appointment of the members of the monitoring committee, in accordance with articles 155 to 160 of the MT PAR's Internal Regulations for Bidding and Contracts.
- 15.8. Cover the expenses related to the technical visits of the Monitoring Committee.
- 15.9. Thoroughly verify, within the set timeframe, the conformity of the received products with the specifications outlined in this instrument, project, proposal, and other documents demonstrating technical descriptions for the purpose of acceptance and final reception.
- 15.10. Notify the Contractor in writing regarding any imperfections, faults, or irregularities found in the supplied object, requesting its replacement, repair, or correction.
- 15.11. Reject in whole or in part the products delivered not in accordance with the Contract.
- 15.12. Make payment to the Contractor for the value corresponding to the object's supply, within the timeframe and manner established in the Bid and its annexes.
- 15.13. MT PAR will not be responsible for any commitments made by the CONTRACTOR with third parties, nor for any damage caused to third parties due to an act of the CONTRACTOR, its employees, representatives, proxies, or subordinates.
- 15.14. Withhold payment to the CONTRACTED company while any obligation remains pending.
- 15.15. This event will not give rise to the right to price adjustments or monetary updates, as the cause of the delay was attributable to the CONTRACTOR.

16. CONFIDENTIALITY

- 16.1. The Contractor is entirely responsible for maintaining confidentiality regarding any data and information provided by MTPAR or contained in any documents and media that they become aware of during the execution and termination of services, and they cannot, under any pretext or form, disclose, reproduce, or use them.
- 16.2. At the beginning of their activities, the Contractor must sign a confidentiality agreement in line with the proposed confidentiality agreement attached to the contract. Through this agreement, they commit, including all professionals involved in the execution of services, to safeguard the confidentiality of any data, materials, details, information, technical and commercial specifications provided by the CONTRACTOR, whether related to the services provided in the contract or not. Under no circumstances can they reproduce, disclose, reveal, or share this information with third parties unrelated to this contract, under penalty of law.

- 16.2.1. The confidentiality obligation remains after the termination of this Contract, and its violation will result in the application of a contractual fine stipulated in the contract to the offending party, without prejudice to civil and criminal liabilities, for a period of 10 (ten) years.

17. INTELLECTUAL PROPERTY

- 17.1. All products generated, including reports, specifications, technical descriptions, prototypes, data,

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schematics, plans, drawings, diagrams, program code sources in any media, paper documentation, or any form or media, are the property of MTPAR in accordance with Article 80 of Law 13,303/2016 and Law 9,610/98, which deals with copyright. The Contractor is prohibited from commercializing these products, and under no circumstances can they disclose, reproduce, or use them.

17.2. The Contractor must deliver to MTPAR any product described in the aforementioned item, even if it was produced without MTPAR's request.

17.3. The use of the Contractor's or third-party proprietary solutions or components in the construction of any artifacts related to this Contract that may affect the product's property must be formally and previously authorized by the Contracting Party.

17.4. The Contractor is prohibited from advertising the contracted services without the express authorization of the Contracting Party, subject to applicable sanctions.

17.5. The Contractor is prohibited from distribution or commercializing the products and information generated concerning the services provided, except when expressly authorized by the Contracting Party.

18. CONTRACT REAJUSTMENT

18.1. The prices are fixed and non-adjustable.

19. ECONOMIC – FINANCIAL REBALANCE

19.1. During the contract period, the Contractor may request a price revision to maintain the economic and financial equation obtained in the bidding process, subject to providing evidence of the facts stipulated in Article 81, item VI, of Law No. 13,303/2016, including demonstration through cost spreadsheets.

19.2. Requests for economic and financial rebalancing or price adjustments of contracts must, under penalty of invalidation of the actions, undergo accounting (if applicable) and legal analysis by the CONTRACTING PARTY for the feasibility of the request.

19.3. If the request is approved, the economic and financial rebalancing will be added through an addendum to the contract.

20. QUANTITY INCREASES AND REDUCTIONS

20.1. Provided the CONTRACTOR authorizes it, the CONTRACTING PARTY may increase or decrease the contract quantity by up to 25% (twenty-five percent), with no allowance for compensation, as per Court of Audit Decision No. 1,536/2016.

20.2. Once the increase and/or decrease are agreed upon, they will be registered through an addendum to the contract.

21. RECISSION

21.1. Total or partial non-performance of the contract may result in its termination, with appropriate

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consequences.

21.2. Contract termination may occur:

21.2.1. Unilaterally and in writing by either party;

21.2.2. Unilateral termination must be preceded by written and substantiated communication from the interested party and sent to the other party with a minimum notice of 30 (thirty) days.

21.2.3. Amicably, by agreement between the parties, reduced to writing in the contracting process, provided it is convenient for MT PAR;

21.2.4. Judicially, in accordance with the law.

21.3. When termination occurs due to fault on the part of MT PAR, the CONTRACTOR shall be reimbursed for proven damages suffered, including payments due for the execution of the contract up to the date of termination, along with the demobilization costs, if any, without prejudice to the release of the guarantee.

22. CONTRACT TERMINATION

22.1. Obligations that are not fulfilled within the stipulated timeframe will result in the extension of the contract's validity until the completion of the project. In this case, the CONTRACTOR must adjust the fixed schedule for the contract, and the CONTRACTOR shall formalize the necessary extensions within the limits set forth in Article 71 of Law 13.303/2016 and Article 128 of MTPAR's Internal Bidding and Contract Regulations.

22.2. When the non-completion of the contract referred to in the previous item is due to the CONTRACTOR's fault:

22.3. The CONTRACTOR will be in default, and corresponding administrative sanctions will be applied;

22.4. MT PAR may choose to terminate the contract, and in such case, will take the measures allowed by law for the necessary actions

23. THE RISK MATRIX

23.1. As this is an acquisition process, the risk matrix is not required, as per Article 37 of the MT PAR Internal Bidding and Contract Regulations. However, it should be emphasized that dividing the object into products and consequently the payment upon delivery, payment by letter of credit, among others, were mitigating measures intended to avoid burdens on the public administration.

23.2. The Contractor shall be responsible for bearing any inherent risks in the execution of the terms outlined in this Reference Document.

24. BUDGET ALLOCATION

24.1. The services will be contracted using MT PAR's own resources, allocated in the budget under the following item:

UO	Program	Project/Activity	Nature and kind of expense	Source
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25. MARKET RESEARCH – PRICING ESTIMATION AND PRICE REFERENCE

- 25.1. Attached to this Term of References is a document detailing the estimated total cost composition, as per the Internal Regulations for Bidding and Contracts of MT PAR.
- 25.2. The estimated value is confidential, as per article 34 of Law 13.303/2016.
- 25.3. The estimated cost will only be disclosed after the evaluation of proposals for the purpose of effectiveness verification and classification of the same.
- 25.4. Given that this is an international bidding, adjustments were made in compliance with monetary policy guidelines and foreign trade, meeting the requirements of the competent authorities.

26. THE SANCTIONS

- 26.1. Sanctions related to the bidding process will be outlined in the Public Notice, while sanctions related to contractual breaches will be specified in the contract draft.

27. APPLICABLE LAWS

- 27.1. Law 13,303/2016 - Rules for Bidding in State-Owned Companies, and subsidiarily the provisions contained in Law No. 8,078 of 1990.
- 27.2. Internal Regulations for Bidding and Contracts of MT PAR.
- 27.3. Law 123/2006 - Rules for Microenterprises (ME) and Small Businesses (EPP).
- 27.4. State Law No. 7,692, of 2002.

28. ANNEXES

- 28.1. The following annexes are integral parts of this Terms of Reference:
- 28.1.1. Annex A. Technical Specifications Notebook
- 28.1.2. Annex B. Technical Guidelines Notebook
- 28.1.3. Annex C. Specification Worksheet
- 28.1.4. Annex D. Price Sheet Template
- 28.1.5. Annex E. Guidelines for the Letter of Solidarity

29. ELABORATION

ELABORATED BY:

Veviane Cristina Ferreira e Silva
Projects manager II

Fernando Pereira de Melo
Projects analyst I

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Leone Stefany Galvão Silva
Head of Strategic Projects core

VALIDATED BY:

Karolayne Souza Medeiros
Bidding agent
Ordinance 078/2023

André Renato Pirana
Projects director

30. THE AUTHORIZATION TO PROCEED WITH THE CONTRACT

Considering the assumption of responsibility for all information provided by the above-identified team and having the declarant's signature, I AUTHORIZE the procedure of this bidding process, provided that the legal formalities of procedural instruction are observed for the accomplishment of the main goal. Furthermore, I emphasize that the documents for the procedure should be attached to the records in due course, as stipulated by the current and applicable legislation.

WENER SANTOS
President Director MT-PAR
Expenses Organizer
MT Participações e Projetos S.A

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Assinado com senha por KAROLAYNE SOUZA MEDEIROS - ANALISTA ADMINISTRATIVO II / DIV-ORCAC - 22/12/2023 às 11:22:06, VEVIANE CRISTINA FERREIRA E SILVA - ANALISTA DE PROJETOS I / NUCLEO-PROJ-ESTRAT - 22/12/2023 às 11:48:54, LEONE STEFANY GALVÃO SILVA - CHEFE DE NÚCLEO / NUCLEO-PROJ-ESTRAT - 22/12/2023 às 11:48:58, ANDRE RENATO PIRANA - GERENTE DE PROJETOS I / NUCLEO-PROJ-ENG - 22/12/2023 às 11:49:09, FERNANDO PEREIRA DE MELO - ANALISTA DE PROJETOS I / NUCLEO-PROJ-ENG - 22/12/2023 às 11:52:15 e WENER KLESLEY DOS SANTOS - DIRETOR PRESIDENTE / PRES - 22/12/2023 às 11:58:30.
Documento Nº: 14025701-4484 - consulta à autenticidade em
<https://www.sigadoc.mt.gov.br/sigaex/public/app/autenticar?n=14025701-4484>



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