



FEDERAL SENATE

**PROGRAM OF
ASSISTANCE
TO WOMEN
IN A SITUATION OF
ECONOMIC
VULNERABILITY
AS A RESULT OF
DOMESTIC AND
FAMILY VIOLENCE**





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A close-up photograph of a woman's eye, looking slightly to the right. The image is heavily overlaid with a semi-transparent purple color, which is darker towards the edges and lighter in the center. The eye is the central focus, with its iris and eyelashes clearly visible despite the overlay.

LIA'S Letter

Testimony of Liliane Luiza – a victim of violence who was supported by the program

Brasilia, May 23, 2019

Dear Mrs. Ilana,

I attended a lecture you gave on violence against women. I got very touched by your words and decided to tell you a little of my story.

I was born in 1979, in Ceará, the daughter of a single mother. At the age of four, we came to Brasília. My mother got a job as a maid. During the week, I would stay at her aunt's house, and on weekends, when she wasn't out partying, drinking or dating, she would visit me. But in this aunt's house also lived her husband, two boys and a girl. I was raped for a year by her husband and one of the boys. The girl used to spank me a lot. She tortured me! I told my mother, but she never believed what I said!

At the age of five, we went to live in the old Favela do CEUB with a man she had recently met. This man raped me for more than seven years. When I finally had the courage to tell my mother, she reported him to the police. But the separation lasted only four months because she got back together with him and I had to protect myself. So, at 15, I left home to marry a 30-year-old man.

Today, I tell almost nobody where I live. Gradually, I buy the goods that I have lost. I'm rebuilding my life.

Stories like mine are very difficult to tell. But it's important to share. Many women cannot get over this trauma. But we have to go ahead and do for others what they didn't do for us: help, support, encourage!

When I talk about my life, it is not to be pitied. It hurts a lot, but I'm proud to have faced everything and to have become a person with empathy, who cares about the suffering of others. I didn't become the monster my rapists wanted me to be!

Forgive me for writing this long message. I would like you to understand how important this job is to me, how grateful I am for this opportunity. My life changed! Today I am proud of my profession, I feel more complete, secure, capable and dignified. I sleep peacefully and I see a much better future for myself and my family.

Thank you, thank you...

Liliane Luiza (Lia)

Presentation



Program of Assistance to Women in Situations of Economic Vulnerability as a Result of Domestic and Family Violence

The Senate is proud of its commitment to the fight for gender equality and justice, working with other institutions on behalf of women in critical social situations.

In March 2016, the Senate joined the charity campaign Com que bolsa eu vou? [TN: With which bag will I go?] promoted by the Secretariat of Labor, Social Development, Women, Racial Equality and Human Rights of the Government of Brasilia. The goal of the campaign was to collect used bags as well as personal hygiene and clothing items for women living temporarily at the Casa Abrigo [TN: Shelter House] of the Federal District. At the time, there were 40 women and 12 children living there, most of whom arrived with only the clothes on their backs.

The stay at Casa Abrigo can last up to three months. There, in addition to health care, women receive help to achieve financial self-sufficiency. They are encouraged to develop activities that they can exercise professionally, in order to enter the job market and return to social life.

The image features a dark blue background with a vertical purple bar on the left side. The text is white and centered on the right side of the image.

**Bodies that
joined
the program**



FEDERAL DISTRICT LEGISLATIVE CHAMBER

LAW No. 6022, OF DECEMBER 14, 2017

(Bill Author: Deputy Sandra Faraj)

Ensures the creation of the Job Bank for women victims of domestic and family violence and makes other arrangements.

AS THE GOVERNOR OF THE FEDERAL DISTRICT,

I make it known that the Legislative Chamber of the Federal District decrees and I sanction the following Law:

Article 1. The creation of the Job Bank for Women Victims of Domestic and Family Violence is ensured in the Federal District.

Sole paragraph. For purposes of application of this Law, the concept of domestic and family violence as adopted in Article 7 of Law No. 11.340, of August 7, 2006 - Maria da Penha Law - is followed.

Article 2. The criteria for using the Job Bank are defined by the Executive Branch together with the work and social development bodies.

Article 3. (VETOED).

Article 4. This Law enters into force on the date of its publication.

Brasília, December 14, 2017

130th of the Republic and 58th of Brasília

RODRIGO ROLLEMBERG

This text does not replace that published in the Federal District Official Journal, of 12/15/2017.

DIÁRIO OFICIAL DA UNIÃO - Section 3

ISSN 1677-7069

Nº 243, quarta-feira, 19 de dezembro de 2018

**PROSECUTION OFFICE OF THE FEDERAL DISTRICT AND TERRITORIES
OFFICE OF THE GENERAL COUNSEL**

EXCERPT OF CONTRACTUAL INSTRUMENT

Item: 7th Amendment to Contract No. 065/PGJ/MPDFT/2015. Procedure No. 08191.125905/2018-31. Client: Prosecution Office of the Federal District and Territories - MPDFT; CNPJ: 26.989.715/0002-93. Service Provider: CONSTRUTORA LDN LTDA.; CNPJ: 24.916.280/0001-40. Object: To add 0.492% to the original global value of the contract, according to the items in the Descriptive Memorandum (Annex I), making an accumulated percentage of additions of 23.341%. Issuer UG/Gestão 200009/MPDFT/00001 - National Treasury. Signatories: MPDFT: FABIANA COSTA OLIVEIRA BARRETO, Attorney General, CONTRACTING COMPANY: PEDRO HENRIQUE DE LA ROCQUE FERREIRA, Partner. Signature date: December 17, 2018.

SECRETARIAT-GENERAL

EXCERPT OF COOPERATION AGREEMENT

Agreement No. 035/2018 - Technical Cooperation. Procedure PGEA MPDFT No. 08191.044539/2017-39. Parties: Prosecution Office of the Federal District and Territories - MPDFT, CNPJ 26.989.715/0002-93 and State Department of Labor, Social Development, Women, Racial Equality and Human Rights - SEDESTMIDH, CNPJ 04.251.080/0001-09. Object: technical cooperation aimed at carrying out the Program of Assistance to Women in Situations of Economic Vulnerability as a Result of Domestic and Family Violence, established by the Office of the General Counsel through Normative Ordinance No. 507, of 10/24/2017. Signatories: MPDFT: Leonardo Roscoe Bessa, Attorney General; SEDESTMIDH: Joana d'Arc Alves Barbosa Vaz de Mello, Assistant Secretary. Signed on 11/29/2018.

EXCERPT OF COOPERATION AGREEMENT

Item: Instrument of Agreement No. 036/2018, between the Prosecution Office of the Federal District and Territories - MPDFT and the Brazilian Public Law Institute - IDP. Object: Provide students regularly enrolled in higher education courses with the opportunity to undertake a paid internship at the MPDFT. Signatories: MPDFT: Wagner de Castro Araújo, Secretary General; IDP: Francisco Schertel Ferreira Mendes, Director General. Date of Signature: 11/19/2018.

EXCERPT OF COOPERATION AGREEMENT

Item: 2nd Amendment to Contract No. 043/SG/MPDFT/2016. Procedure No. 08191.090057/2016-70. Client: Prosecution Office of the Federal District and Territories - MPDFT; CNPJ: 26.989.715/0002-93. Service Provider: LABORINFO TECNOLOGIA DA INFORMACÃO LTDA.; CNPJ: 04.725.674/0001-04. Object: Extend the term of the original contract for another 12 (twelve) months - from 12/19/2018 to 12/18/2019, and add 25% to the initial contracted amount. Issuer UG/Gestão 200009/MPDFT/00001 - National Treasury. Signatories: MPDFT: WAGNER DE CASTRO ARAÚJO, Secretary General, SERVICE PROVIDER: SIDNEI CRIVANO JUNIOR, Supervisor. Signature date: December 18, 2018.

Federal Court of Accounts

GENERAL SECRETARIAT FOR ADMINISTRATION

**BIDDING NOTICE
ELECTRONIC AUCTION No. 1/2019 - UASG 30001**

Procedure No: 034.529/2018-7. Object: Hiring the building maintenance service of the property occupied by the Department of External Control in the State of Tocantins - Secex-TO. Total Items Bid: 1. Notice: 12/19/2018 from 8:00 am to 12:00 pm and from 2:00 pm to 5:59 pm. Endereço: Setor de Administracao Federal Sul; Lote 1, Sala 140, Asa Sul - BRASÍLIA/DF ou www.comprasgovernamentais.gov.br/edital/30001-5-00001-2019. Entrega das Propostas: a partir de 19/12/2018 às 08h00 no site www.comprasnet.gov.br. Abertura das Propostas: 08/01/2019 às 10h00 no site www.comprasnet.gov.br. General Information:

NATHALIA BRILHANTE BARBOSA
Auctioneer

(SIASgnet - 12/18/2018) 30001-00001-2018NE000001

Public Defender's Office

**EXECUTIVE GENERAL SECRETARIAT
KNOWLEDGE MANAGEMENT SECRETARIAT**

DOCUMENT DISPOSAL NOTICE No. 20

The President of the Permanent Evaluation Committee - CPADOC, Geoavana Scatolino Silva, designated by Ordinance No. 611, of 07/25/2018, in accordance with Elimination List No. 3 - ADM AM(2737039), approved by the Chief Public Defender of the unit in Manaus, Luís Felipe Ferreira Cavalcante, through Memorandum 367(2736988), informs

REGULATORY ACTS

Interested parties, within the aforementioned period, may request, at their expense, the striking out of documents or copies of parts of the process, by means of a petition, provided that they have the respective qualification and demonstration of legitimacy of the request, addressed to the Permanent Commission for the Evaluation of the Public Defender's Office of the Union.

GEOVANA SCATOLINO SILVA

BIDDING AND CONTRACTS COORDINATION

PROCEDURE EXCERPT No. 115/2018 - UASG 290002

Procedure: 08038004653201880.

SISPP AUCTION No. 88/2018. Client: PUBLIC DEFENDER'S OFFICE - CNPJ

Contractor: 19007136000151. Contractor: LUCRAFE COMERCIO E SERVICOS EIRELI. Object: Hiring of a company specialized in the provision of preventive and corrective maintenance services for air conditioning to serve the DPU/Porto Velho/RO Unit. Legal Ground: Law 8,666/93. Term: 12/17/2018 to 12/16/2019. Total Amount: BRL 46,872.00. Source: 100000000 - 2018NE803058. Signature Date: 12/17/2018.

(SICON - 12/18/2018) 290002-00001-2018NE802705

PROCEDURE EXCERPT No. 116/2018 - UASG 290002

Procedure: 08038002036201840.

SISPP AUCTION No. 71/2018. Client: PUBLIC DEFENDER'S OFFICE - CNPJ

Contractor: 19007136000151. Contractor: LUCRAFE COMERCIO E SERVICOS EIRELI. Object: Hiring of a company specialized in the provision of preventive and corrective maintenance services for air conditioning to serve the DPU/Macapá/AP Unit. Legal Ground: Law 8,666/93. Term: 12/17/2018 to 12/16/2019. Total Amount: BRL 33,996.00. Source: 100000000 - 2018NE803057. Signature Date: 12/17/2018.

(SICON - 12/18/2018) 290002-00001-2018NE802705

PROCEDURE EXCERPT No. 117/2018 - UASG 290002

Procedure: 08038004761201852.

SISPP AUCTION No. 91/2018. Client: UNION PUBLIC DEFENDER'S OFFICE - CNPJ Contractor: 04970088000125. Contractor: PLANSERVICE TERCEIRIZACAO DE -SERVICOS - EIRELI. Object: Hiring of cleaning and conservation services (servant with the accumulation of kitchen maid function) to serve the Public Defender's Office of the Union 2nd Category in Curitiba/PR. Legal Ground: Law 8,666/93. Term: 12/17/2018 to 12/16/2019. Total Amount: BRL 103,800.00. Source: 100000000 - 2018NE802959. Signature Date: 12/17/2018.

(SICON - 12/18/2018) 290002-00001-2018NE802705

AMENDMENT EXCERPT No. 1/2018 - UASG 290002

Contract Number: 20/2016. Procedure: 08038007760201517.

NO-BID CONTRACT No. 1/2016. Client: PUBLIC DEFENDER'S OFFICE - CNPJ: PUBLIC DEFENDER'S OFFICE - CNPJ Contractor: 00200174000106. Contractor: LOCATIVA EMPREENDIMENTOS - IMOBILIARIOS LTDA.

Object: Reduction in the lease value of the property to serve the DPU/Criciúma/SC Unit corresponding to 5.17% (five point seventeen percent) and contractual amendments. Legal Ground: Law 8,666/93. Total Amount: BRL 175,800.00. Source: 100000000 - 2018NE800875. Signature Date: 12/14/2018.

(SICON - 12/18/2018) 290002-00001-2018NE802705

AMENDMENT EXCERPT No. 1/2018 - UASG 290002

CONTRACT NUMBER: 34/2014. Procedure: 08038021505201315.

NO-BID CONTRACT Nº 68/2014. Client: PUBLIC DEFENDER'S OFFICE - CPF Contractor: 10480625468. Contractor: IVANILDO PEREIRA DE ARAUJO - Object: Property lease at DPU in Petrolina/PE and Juazeiro/BA. Reduction of the monthly rent by R\$ 5,729.36, equivalent to a reduction of 36.42% (thirty-six point forty-two percent). Legal Ground: Law 8,666/93. Total Amount: BRL 188,752.32. Source: 100000000 - 2018NE800299. Signature Date: 12/10/2018.

(SICON - 18/12/2018) 290002-00001-2018NE802705

AMENDMENT EXCERPT No. 1/2018 - UASG 290002

Contract Number: 83/2018. Procedure: 08038009581201786.

SISPP AUCTION No. 52/2018. Client: PUBLIC DEFENDER'S OFFICE - CNPJ Contractor:



GOVERNMENT OF THE STATE OF GOIÁS
State Department for the Chief of Staff

LAW No. 20,190, OF JULY 5, 2018

Provides for the reservation of job vacancies for women victims of domestic and family violence in companies providing services to the State of Goiás and other measures.

THE GOIÁS STATE LEGISLATURE, pursuant to article 23, Paragraph 7, of the State Constitution, by its President, enacts the following Law:

Article 1. This Law provides for the reservation of job openings for women victims of domestic and family violence in companies providing services to the State of Goiás.

Article 2. The company interested in providing services to the State of Goiás must submit, concomitantly with the documents required in the qualification phase, a letter of intent stating its willingness to allocate 5% (five percent) of the job vacancies related to the object of the respective administrative contract to women victims of domestic and family violence.

Paragraph 1. The advertisement for bids and contracts must contain a clause containing the determination provided for in the head of this article.

Paragraph 2. The compliance with the percentage of vacancies reserved by this Law shall occur during the entire period of service provision and apply to all positions offered.

Article 3. In case of non-fulfillment of the quota provided for in article 2, the remaining vacancies shall be reverted to other female workers.

Article 4. In the renewals of contracts whose advertisement for bids publication takes place after the validity of this Law, or in its amendments, the provisions of this Law shall be observed.

Article 5. Companies or service providers must prove that they have used all appropriate means to comply with this Law.

Article 6. In order to achieve the objectives of this Law, the Legislative, Executive and Judiciary Branches may enter into agreements with civil society entities.

Article 7. This Law enters into force on the date of its publication.

LEGISLATURE OF THE STATE OF GOIÁS, in Goiania, July 5, 2018.

AFTER THE ABOVE TERM, WITHOUT PRESENTING A DEFENSE OF THE NOTICE, OR BY ITS REJECTION, THE NOTIFIED(S) ARE AWARE OF THE IMPOSITION OF PENALTY IN TERMS OF ARTICLE 282 OF LAW N. 9503, OF 09/23/1997, AND ITS PARAGRAPHS 4 AND 5 (ADDED BY LAW 9.602/1998), TO MAKE THE PAYMENT WITHIN 60 (SIXTY) DAYS. THE TERMS REFERRED TO ABOVE SHALL BE EFFECTIVE ON THE DATE OF PUBLICATION OF THIS NOTICE. FLORIANOPO- LIS/SC, AUGUST 5, 2019.
SANDRA MARA PEREIRA
DIRECTOR OF THE STATE DEPARTMENT OF TRAFFIC
Code Reg.: 619314

Secretarias de Estado

Administração

NORMATIVE INSTRUCTION No. 9/2019

Provides for rules and guidelines to reserve vacancies for women in a situation of economic vulnerability resulting from domestic and family violence in the contracts for the provision of outsourced labor services within the direct municipal and foundational State Public Administration.

THE STATE DEPARTMENT FOR ADMINISTRATION - SEA, as a normative body of the Administrative System for Supplies and Services Management, using the powers conferred on it by Supplementary Law No. 741, of June 12, 2019, jointly with the **STATE DEPARTMENT FOR SOCIAL DEVELOPMENT**, as the body responsible for ensuring the social rights of people in situations of vulnerability, risk and breach of law in Santa Catarina,

Considering the provisions of article 3 of the Procurement and Government Contracts Law, which provides for the compliance with of the promotion of sustainable national development in public procurement;

Considering the implementation of public policies to promote actions to combat violence against women, especially ensuring "to women the conditions for the effective exercise of the rights to life, security, health, food, education, culture, housing, access to justice, sports, leisure, work, citizenship, freedom, dignity, respect and family and community coexistence", as provided for in article 3, head, of Federal Law No. 11,340/2006 (Maria da Penha Law);

Considering that it is the State's duty to develop public policies aimed at guaranteeing women's human rights, to protect them from all forms of negligence, discrimination, exploitation, violence, cruelty and oppression;

Considering also the leading and emancipating role of paid work for women in situations of domestic violence;

DETERMINES:

Article 1. In the contracting of continuous outsourced services by the organs or entities of the direct, autarchic and foundational State Public Administration, at discretion, a minimum percentage of vacancies may be reserved for women in situations of economic vulnerability as a result of domestic and family violence.

Paragraph 1. In compliance with the provisions of the head of this article, the contracts for the provision of continued outsourced services of the bodies or entities of the direct, autarchic and foundational State Public Administration, shall reserve the percentage of up to five percent of the vacancies for women in a situation of economic vulnerability resulting from domestic and family violence, provided the necessary professional qualification is met;

Article 2. Bidding notices aimed at contracting companies for the provision of continued and outsourced services within the scope of bodies or entities of the direct, autarchic and foundational State Public Administration may contain a clause stipulating the reservation of vacancies mentioned in paragraph 1 of article 1, during the entire contractual performance.

Paragraph 1. The provisions of the head of this article also apply to cases of waiver of bidding for the same object;

Paragraph 2. The mandatory percentage provided for in this regulation cannot be cumulative with others arising from public policies of a different field;

Paragraph 3. Upon publication of a public notice with a reserve provision as provided for in this Normative Instruction, the State Department of Administration shall communicate to the State Department of Social Development for the adoption of the relevant referrals;

Article 3. In order to comply with the provisions of the contracts that may be executed, the referral of women in situations of economic vulnerability as a result of domestic and family violence shall be carried out by the State Department for Social Development.

Paragraph 1. For the referral, it must be observed the fulfillment of the professional requirements necessary for the exercise of the activity object of the contract signed for the provision of continued and outsourced services;

Paragraph 2. In case of refusal of the referred professional, the contracted company must technically justify to the State Department of Social Development, which shall evaluate the justification and send a new nominee, if applicable;

Article 4. After the ratification of the bidding, the contracted company must contact the State Department of Social Development to obtain the nominal list (corresponding to the vacancies to be filled), respecting the right of secrecy of this information, of women in a situation of economic vulnerability as a result of domestic and family violence, for measures regarding hiring;

Sole paragraph. In the case of direct contracting, the company must adopt the measures referred to in the "head" of this article as soon as it is called upon to sign the contractual instrument.

Article 5. Once the contract has been executed, the body mentioned in article 3 shall issue a statement that the company complies with the contractual obligation mentioned in this Normative Instruction.

Paragraph 1. In the event of impossibility of hiring women in accordance with the legal quantity, the body mentioned in article 3 of this Normative Instruction shall formalize in a document, and the obligation is considered fulfilled.

Paragraph 2. For the payment of the invoice of rendering of services, the company must monthly present a document issued by the State Department of Social Development, proving compliance with the provisions of this Normative Instruction.

Article 6. If, during the contractual performance, the company fails to comply with the obligation, given the vacancy of a job post reserved for a person hired on the basis of this Normative Instruction, the contracting agency shall notify the State Department of Social Development, which will send a new nominee and notify the company to make the hiring.

Article 7. The contracted company must keep secrecy regarding the identification of which of its employees were hired based on the provisions of this Normative Instruction, and any type of discrimination in the exercise of their duties is prohibited.

Sole paragraph. In case of a proven breach of confidentiality and/or any form of discrimination, the company will be subject to applicable penalties and sanctions.

Article 8. This Normative Instruction enters into force on the date of its publication.

JORGE EDUARDO TASCA
Secretary of State for Administration

MARIA ELISA DA SILVEIRA DE CARO
Secretary of State for Social Development



CÂMARA MUNICIPAL DE SÃO PAULO

Parliamentary General Secretariat
Documentation Secretariat
Legislative Documentation Team

BILL OF LAW 01-00424/2018 of the Executive Branch

(Forwarded to the Chamber by Mr. Mayor with Official Letter ATL 159/2018)

“Provides for the incentive to hire women members of the Tem Saída [TN: There is a Way Out] project.”

Article 1. This law provides for the incentive to hire women who are members of the Tem Saída project, under development by the Municipality of São Paulo in conjunction with other public bodies, aiming to support the financial self-sufficiency of women in situations of domestic violence, through their insertion in the job market.

Article 2. In the contracts executed by the Municipality of São Paulo, which have as their object the rendering of public services, it will be required that 5% (five percent) of the job vacancies related to the provision of the core activity are intended for women who are members of the Tem Saída project.

Sole paragraph. It is assured to the contractor, by means of justification, the non-acceptance of the labor selection based on the "head" of this article, in case it is verified the inexistence of Project members with the necessary qualification to occupy the job positions.

Article 3. The Executive Branch shall regulate this law within a period of 90 (ninety) days.

Article 4. The expenses for the implementation of this law shall be covered by its own budget appropriations, supplemented if necessary.

Article 5. This law enters into force on the date of its publication.

To the competent Committees."

This text does not replace the one published in the Official Journal of the City on 08/15/2018, p. 78

For information about this project, visit the website www.saopaulo.sp.leg.br



STATE OF RIO GRANDE DO NORTE

LAW No. 10,171, OF FEBRUARY 21, 2017.

Provides for the reservation of job vacancies for women victims of domestic and family violence in companies rendering services to the Government of the State of Rio Grande do Norte.

THE PRESIDENT-IN-OFFICE OF THE LEGISLATURE OF THE STATE OF RIO GRANDE DO NORTE, in the use of attributions conferred on him by article 49, paragraph 7, of the State Constitution, combined with article 71, II, of the Standing Rules (Resolution N. 46, of December 14, 1990).

LET IT BE KNOWN that the **LEGISLATIVE BRANCH** approved and **I** enact the following Law:

Article 1. This Law provides for the reservation of job vacancies in service providers contracted by the State Government of Rio Grande do Norte for women victims of domestic and family violence.

Article 2. Five percent (5%) of job vacancies of service providers contracted by the State Government of Rio Grande do Norte are reserved for women victims of domestic and family violence.

Paragraph 1. Bidding notices and contracts must have clauses with the determination provided for in the head of this article.

Paragraph 2. The observance of the percentage of vacancies reserved by this Law shall take place during the period of rendering of services and shall be applied to all positions offered.

Article 3. In the event of non-fulfillment of the quota provided for in Article 2, the remaining vacancies shall be reverted to other working women.

Article 4. The provisions of this Law will be observed in the renewal of contracts and/or amendments.

Article 5. This Law enters into force on the date of its publication.

RIO GRANDE DO NORTE STATE LEGISLATURE
“**JOSÉ AUGUSTO**” Palace, in Natal, February 21, 2017.

BLE No. 34 YEAR II Date: 02.22.2017 Page 23

Deputy **GUSTAVO CARVALHO**
President-in-office



**MARANHÃO STATE
LEGISLATURE
STARTED ON FEBRUARY 16, 1835
LEGISLATIVE BOARD**

LAW No. 10,289, OF JULY 28, 2015

Establishes guidelines for the Special Assistance Regime of Employment and Income for Women Victims of Domestic Violence in the State of Maranhão.

THE GOVERNOR OF THE STATE OF MARANHÃO,

I make known to all its inhabitants that the State Legislature has decreed and I sanction the following Law:

Article 1. This Law establishes guidelines for the creation of the Special Assistance Regime of Employment and Income for Women Victims of Conjugal Violence, with difficulties in entering the job market.

Paragraph 1. For the purposes of this law, conjugal violence is characterized as women submitted to mistreatment, physical beatings, moral and psychological oppression, private imprisonment, and rape, practiced by their husbands or partners;

Paragraph 2. The conjugal violence must be proven by means of police reports issued by the Specialized Women's Police Stations or a certificate of psychological support issued by public assistance entities.

Article 2. The State Government may, through the competent public body for the area, in partnership with other bodies, assist the women identified in the previous article, with the following priority quotas:

I - reserve up to 20% (twenty percent) of the annual vacancies for training and professional qualification courses, under its administration or of partner training institutions;

II - (Vetoed);

III - provide, if any, direct assistance, or through specialized partner consultancies, in setting up formal micro-businesses.

Article 3. The Executive Branch shall regulate this Law.

Article 4. This Law enters into force on the date of its publication.



**MARANHÃO STATE
LEGISLATURE
STARTED ON FEBRUARY 16, 1835
LEGISLATIVE BOARD**

I therefore order all the authorities to whom the knowledge and execution of this Law refer to comply with it and make it be complied with as fully as it is stated in it. His Excellency Chief Secretary of the Chief of Staff make it published, printed and published.

**GOVERNMENT PALACE OF THE STATE OF MARANHÃO, IN SÃO LUÍS,
JULY 28, 2015, 194TH OF INDEPENDENCE AND 127TH OF THE REPUBLIC.**

FLÁVIO DINO
Governor of the State of Maranhão

MARCELO TAVARES SILVA
Secretary of State of the Chief of Staff

Bill of Law of the Senate No. 244, of 2017

Amends Law No. 6.019 of January 3, 1974, to establish the reservation of job openings for women who have been subjected to domestic and family violence or who are in a situation of social vulnerability, in the staff of companies that provide services to third parties.

The **National Congress** decreta:

Article 1. This law establishes the reservation of vacancies for women subjected to situations of domestic and family violence or in a situation of social vulnerability in the workforce of companies rendering services to third parties.

Article 2. Article 4-B of Law No. 6019, of January 3, 1974, becomes effective with the addition of the following sole paragraph:

“Article 4-B.

.....
Sole paragraph. In companies with 100 (one hundred) or more employees, at least 5% (five percent) of their vacancies shall be reserved, preferably, for women in favor of which a protective measure provided for in Law No. 11,340 ,of August 7, 2006 (Maria da Penha Law), has been granted, or to women in a situation of temporary social vulnerability, thus identified in accordance with the criteria referred to in article 22, paragraph1, of Law No. 8,742, of December 7, 1993.“ (NR)

Article 3. This Law enters into force on the date of its publication.

Federal Senate, 2019.



Senator Davi Alcolumbre
President of the Federal Senate

Requillations

ACT OF THE DIRECTING COMMITTEE No. 4, 2016

Establishes the Program of Assistance to Women in Situations of Economic Vulnerability as a Result of Domestic and Family Violence.

THE DIRECTING COMMITTEE OF THE FEDERAL SENATE, in the use of the powers conferred on it by article 98, item I, of the Standing Rules of the Federal Senate, combined with the provisions of article 233 of the Administrative Regulation of the Federal Senate, and

Considering that article 1, items 11 and IV, of the Federal Constitution has established, among the foundations of the Republic, citizenship and the social values of labor, fundamental to the reduction of social inequalities and the promotion of the well being of all people, without prejudice of origin, race, sex, color, age, and any other forms of discrimination;

Considering the implementation of public policies by the Union and also by States, the Federal District and Municipalities of the Federation in order to promote actions to combat violence against women, especially ensuring "to women the conditions for the effective exercise of the rights to life, security, health, food, education, culture, housing, access to justice, sport, leisure, work, citizenship, freedom, dignity, respect and family and community coexistence", as provided for in article 3, head, of Federal Law No. 11,340/2006 (Maria da Penha Law);

Considering that it is a State duty to develop public policies aimed at guaranteeing women's human rights, to protect them from all forms of negligence, discrimination, exploitation, violence, cruelty and oppression;

Considering also the emancipatory role of paid work for women in situations of domestic violence, RESOLVES:

Article 1. This Act establishes, within the scope of the Federal Senate, the Program of Assistance to Women in situations of economic vulnerability as a result of domestic and family violence.

Paragraph 1. In compliance with the provisions of the head of this article, the contracts for rendering of continued and outsourced services of the Federal Senate shall reserve a minimum of two percent of vacancies for women in situations of economic vulnerability resulting from domestic and family violence, provided that the contract involves fifty or more workers, meeting the necessary professional qualifications.

Paragraph 2. The companies that render continued and outsourced services will carry out a selection process for the hiring of workers through access to a register maintained by public institutions that are partners of the Program.

Paragraph 3. The identity of workers hired in compliance with the Program shall be kept confidential by the company, and any type of discrimination in the exercise of their functions is prohibited.

Article 2. Bidding notices aimed at contracting companies for rendering continued and outsourced services within the scope of the Federal Senate shall contain a clause stipulating the reservation of vacancies referred to in Paragraph 1 of article 1, during the entire contractual performance,

Paragraph 1. The provisions of the head of this article also apply to cases of no-bid or sole-source contracts, for the same object.

Paragraph 2. The clause referred to in the head of this article shall be required for contracting processes that begin after the publication of this Act.

Paragraph 3. The mandatory percentage provided for in this Act is not cumulative with the percentage determined by the Directing Committee Act No. 7, of 2014.

Article 3. The General Executive Board of the Senate shall establish the procedures for compliance with the provisions of this act, including the formalization of partnerships with public institutions.

Article 4. This Act enters into force on the date of its publication.

Meeting Room, June 22, 2016. Senator Renan Calheiros, President - Senator Jorge Viana, 1st Vice-President - Senator Vicentinho Alves, 1st Secretary - Senator Ângela Portela, 4th Secretary - Senator João Alberto Souza, 2nd Substitute Secretary - Senator Elmano Férrer, 3rd Substitute Secretary.

ACT OF THE GENERAL EXECUTIVE BOARD No. 22, 2016

THE DIRECTOR-GENERAL OF THE FEDERAL SENATE, *in the use of her regulatory attributions conferred by the Administrative Regulation, consolidated by Federal Senate Resolution No. 20 of 2015, and*

CONSIDERING the Directing Committee Act No. 4 of 2016, which established the Program of Assistance to Women in situations of economic vulnerability as a result of domestic and family violence;

CONSIDERING article 3 of ATC No. 4/2016, which entrusted the General Executive Board of the Federal Senate to establish the procedures for complying with the provisions of the act, including the formalization of partnerships with public institutions, RESOLVES:

Article 1. In order to comply with the provisions of the Directing Committee Act nº 4 of 2016, the Federal Senate shall establish a cooperation agreement with a public entity responsible for the policy of care for women victims of violence.

Sole paragraph. Included in the concept of public entity, for the purposes of this Act, are the non-profit private legal entities that are qualified by the Public Authorities as Public Interest Civil Society Organizations (OSCI) or Social Organizations (OS).

Article 2. The body mentioned in article 1 shall be responsible for preparing a nominal list of women victims of domestic and family violence who meet the professional requirements necessary for the exercise of the activity object of a contract executed by the Federal Senate for rendering of continued and outsourced services.

Article 3. After the ratification of the bidding, the company declared the winner of the bidding process must contact the public entity referred to in article 1 of this Act to obtain the nominal list of women victims of domestic and family violence, and must select, among those indicated, the necessary number of workers related to the amount provided for in Paragraph 1 of article 1 of the Directing Committee Act No. 4 of 2016.

Sole paragraph. In case of no-bid contract, the company must adopt the measures referred to in the head of article 3 of this Act as soon as it is called to execute the contract.

Article 4. After the selection has been carried out and upon proof of contracting, the body mentioned in article 1 shall issue a statement that the company complies with the contractual obligation referred to in Paragraph 1 of article 1 of the Directing Committee Act No. 4 of 2016.

Sole paragraph. Given the impossibility of hiring women according to the amount provided for in Paragraph 1 of article 1 of the Directing Committee Act No. 4 of 2016, the public entity referred to in article 1 of this Act shall formalize the fact in a document, considering the obligation fulfilled.

Article 5. If, during the execution of the contract, the company fails to comply with the obligation due to the vacancy of a job position reserved for a person hired based on this policy, the body shall notify the Federal Senate, which shall notify the contractor to provide, within 30 (thirty) consecutive days, new selection of personnel aiming at adapting to the amount provided for in Paragraph 1 of article 1 of the Directing Committee Act No. 4 of 2016.

Art. 6 The company must maintain secrecy regarding the identification of which of its employees were hired based on the Directing Committee Act No 4, of 2016, only communicating to the Federal Senate the situation in strict need to defend itself in relation to the breach of the contractual obligation.

Article 7. The cooperation agreement mentioned in article 1 shall establish the procedures and deadlines to be adopted by the parties for its operation.

Article 8. This Act enters into force on the date of its publication.

Federal Senate, November 11, 2016.

Ilana Trombka, Director General.

TECHNICAL COOPERATION AGREEMENT No. 2017/0012

TECHNICAL COOPERATION AGREEMENT ENTERED INTO BETWEEN THE UNION, THROUGH THE FEDERAL SENATE AND THE FEDERAL DISTRICT, THROUGH THE STATE SECRETARIAT FOR LABOR, SOCIAL DEVELOPMENT, WOMEN, RACIAL EQUALITY AND HUMAN RIGHTS - SEDESTMIDH, IN ORDER TO ESTABLISH THE GUIDELINES FOR THE PROGRAM OF ASSISTANCE TO WOMEN IN SITUATION OF ECONOMIC VULNERABILITY AS A RESULT OF DOMESTIC AND FAMILY VIOLENCE, IN THE FORM BELOW.

THE UNION, through the **FEDERAL SENATE**, with headquarters and jurisdiction in the City of Brasília, registered with the CNPJ/MF under No. 00.530.279/000-115, hereinafter referred to as **SENATE**, in this act represented by its Director-General, Mrs. **ILANA TROMBKA**, Brazilian, resident and domiciled in Brasília-DF, on the one hand, and, on the other hand, the **FEDERAL DISTRICT**, registered with **CNPJ/MF No. 00.394.601/0001-26**, through the **STATE SECRETARIAT FOR LABOR, SOCIAL DEVELOPMENT, WOMEN, RACIAL EQUALITY AND HUMAN RIGHTS, CNPJ/MF no. 04.251.080/0001-09**, headquartered at SEPN 515, Bloco "A", Ed. Banco do Brasil, Asa Norte, Brasília - DF, CEP No. 70.770-501, herein represented by the Secretary of State, **ANTÔNIO GUTEMBERG GOMES DE SOUZA**, Brazilian, legally separated, Sociologist, resident and domiciled in Brasília/DF, Identity No. 792.776, issued by SSP/DF, and registered with CPF/MF No. 358.442.051-20, resolve, based on Law nº 8.666/93, to enter into this Technical Cooperation Agreement:

CLAUSE ONE - OBJECT

The purpose of this instrument is to establish a partnership of mutual interest between the FEDERAL SENATE and the STATE SECRETARIAT FOR LABOR, SOCIAL DEVELOPMENT, WOMEN, RACIAL

EQUALITY AND HUMAN RIGHTS - SEDESTMIDH, aiming to regulate joint actions that ensure the implementation of the Program of Assistance to Women in situations of economic vulnerability as a result of domestic and family violence, instituted by the Directing Committee Act nº 4, of June 24, 2016.

I - In compliance with the provisions of the head of this article, the contracts for the rendering of continued and outsourced services executed by the FEDERAL SENATE shall reserve the minimum of 2% (two percent) of vacancies for women in situations of economic vulnerability resulting from domestic and family violence, provided that the contract established the amount of 50 (fifty) or more workers, meeting the necessary professional qualification.

- Companies rendering continued and outsourced services shall carry out a selection process for hiring workers through access to a register maintained by this partner public institution, in this case SEDESTMIDH.

- The identity of the workers hired in compliance with the Program shall be kept confidential by the company, and any type of discrimination in the exercise of their functions is prohibited.

- The bid notices to hire companies for rendering continued and outsourced services within the scope of the FEDERAL SENATE shall contain a clause stipulating the reservation of vacancies referred to in the 1st item I of this Clause, to be obeyed throughout the contractual performance.

CLAUSE TWO - EXECUTION REGIME

SEDESTMIDH will be responsible for preparing a nominal list of women victims of domestic and family violence, specifying the position, in order to meet the professional requirements necessary for the exercise of professional activity, regarding the object of the contract executed by the FEDERAL SENATE for the provision of continued and outsourced services.

PARAGRAPH ONE - On the date of publication of the bidding notice by the SENATE, it will forward to SEDESTMIDH an official letter containing information about the professional requirements and number of positions to be filled, for the formation of a nominal list of women victims of domestic and family violence, according to the requested positions.

PARAGRAPH TWO - The contracted company, after being authorized by the SENATE, shall notify SEDESTMIDH to provide the nominal list, within 5 (five) calendar days, and the contracted company must select, among those indicated, the necessary number of workers that meets to the amount provided for in item I of Clause One, within a maximum period of 15 (fifteen) consecutive days, counting from the receipt of the aforementioned list.

I - The authorization document issued, on SENATE letterhead, dated and signed, must contain the data of the contracted company, the category(ies) with necessary professional requirements and the number of positions to be filled.

PARAGRAPH THREE - SEDESTMIDH must issue a statement that the company hired by the SENATE carried out a selection process to which all the women included in the list were invited, as well as inform the number of women hired, within a maximum period of 15 (fifteen) calendar days, counting from the end of the period provided for in Paragraph Two.

PARAGRAPH FOUR - On a quarterly basis, the SENATE will forward to SEDESTMIDH a document with the updated contractual information, as provided for in the Annex to this Agreement, in which SEDESTMIDH will declare the percentage of compliance established in item I of Clause One, for each contract that contains provision for compliance with the Assistance Program to Women in situations of economic vulnerability as a result of domestic and family violence.

CLAUSE THREE - SUPERVISION

To manage the execution of the activities resulting from this Agreement, the parties will designate public employees from SENATE and SEDESTMIDH, called executors, who will be responsible for monitoring, supervising and inspecting the execution.

CLAUSE FOUR - FINANCIAL RESOURCES

This Cooperation Agreement **does not** involve transfer of financial/budgetary resources between participants.

CLAUSE FIVE - TERM

This Agreement is valid for 60 (sixty) months, starting on the date it is signed, and may be extended, for an equal period, by means of an Amendment, provided that the participants are interested, respecting the prior notice period of 30 (thirty) days.

CLAUSE SIX - AMENDMENT

This Agreement may be amended by mutual agreement between the Parties, during its term, by means of a duly justified Amendment, with no change in object.

CLAUSE SEVEN - DISCLOSURE

The parties assume the commitment of secrecy confidentiality regarding the information in the present Cooperation Agreement, being prohibited the use of names, symbols or images that, in some way, mischaracterize the public interest and configure the promotion of a personal nature of public agents.

CLAUSE EIGHT - REPUDIATION AND TERMINATION

This Agreement may be repudiated by the participants and terminated at any time, for non-compliance with any of its Clauses, upon written notice, at least 90 (ninety) days in advance, the parties being responsible for the obligations arising from the term and crediting them, likewise, for the benefits acquired in the same period.

SOLE PARAGRAPH - In cases of termination, the pending items or work in progress, even if arising from any specific instruments signed based on this Technical Co-operation Agreement, will be disciplined by means of the Termination Agreement, in which the responsibilities relative to the conclusion or extinction of each of these items and pending items of work in progress are defined and assigned.

CLAUSE NINE - PUBLICATION

This Technical Cooperation Agreement will be published by the SENATE in the form of an excerpt in the Official Journal of the Union and by SEDESTMIDH in the Official Journal of the Federal District, in accordance with the sole paragraph of article 61, of Law No. 8.666, of 1993, and its entirety shall be available on the participants' websites.

CLAUSE TEN - JURISDICTION

The jurisdiction to settle any disputes in the execution of this Cooperation Agreement which cannot be settled by administrative mediation is the Federal Court, District of Brasília, Federal District.

In witness whereof, the parties execute this instrument, in two copies of equal content and form, in the presence of witnesses below, so that it produces legal effects, in and out of court.

Brasília - DF April 11, 2017.

Brasília-DF, 11 de abril de 2017.

ANTÔNIO GUTEMBERG GOMES DE SOUZA

Secretário de Estado do Trabalho,
Desenvolvimento Social, Mulheres, Igualdade
Racial e Direitos Humanos.

ILANA TROMBKA

Diretora-Geral do Senado Federal

Testemunhas:

Rodrigues Galvão
Diretor da SADCOR

Alexandre do Amaral
Coordenador da COPLAC

ANNEX

STATEMENT **THAT DEMONSTRATES COMPLIANCE WITH THE PERCENTAGE ESTABLISHED IN ITEM I OF CLAUSE ONE OF THE TECHNICAL COOPERATION AGREEMENT No.**

UPDATED CONTRACTUAL INFORMATION
Contract no.:
Contracted Company:
Object of the Contract:
Contract Term:
Number of work positions:

STATEMENT	
Number of Women in a Situation of Vulnerability, made available as a workforce, within the scope of the aforementioned Contract	
Percentage of women in a situation of vulnerability made available as a workforce within the scope of the aforementioned Contract	
The company complied with the minimum percentage of 2% defined in the Technical Cooperation Agreement No. / .	YES () NO ()
There is justification for non-compliance with the minimum percentage	YES () NO ()
Justification in case of non-compliance with the minimum percentage:	
Comments:	
Brasília-DF, ____ in _____ in _____ <i>(Signature of the Representative)</i>	
NAME OF THE AGREEMENT'S REPRESENTATIVE OF SEDESTMIDH	

ADVISORY OPINION N° 075/2017-ADVOSF

Procedure No. 012561/2016-71 (Volume 1)

Electronic auction notice. Hiring a company to provide driver, helper and attendant services for driving vehicles and operating transport activities.

Mr. General Coordinator,

This is an electronic auction notice for hiring a company to provide driver, assistant and attendant services for driving vehicles and operating transport activities.

The procedure was triggered from the order of the Coordinator of the Coordination of General Services - COGER (doe. 00100.143344/2016-50), who sent the Demand Official Document - DDO (doe. 00100.139935/2016-22), as well as the Basic Project (doe. 0100.139912/2016-18), which describes the object, the estimated demand, the justification, the term, the demand, the specification of services, and other relevant information.

The records were forwarded to SADCON's Process Control and Validation Coordination and that sector issued Memorandum No. 457/2016-COCVAP informing that it prepared the cost estimate and comparison with the current situation, based on collective labor agreements to which it refers, considering the estimate with exemption and without exemption, obtaining the maximum estimated annual value(s) with and without exemption. Finally, it noted that the "K" factor of this estimate is *"slightly above the limit stipulated as acceptable by the SCISF, but acceptable"* (doe. 00100.151675/2016-63 - Annexes 001 to 002 follow the cost estimate spreadsheets).

The records were sent to COATC for the preparation of the draft notice; it previously requested and obtained guidance from DGER to follow the rules of ADG No. 22/2016¹ (doc. 00100.180206/2016-51).

The first draft of the electronic bidding notice for contracting services was prepared (doe. 0100.185449/2016-86) and submitted to the interested technical area for analysis (doe. 0100.185454/2016-99). In response, the NGCOT - Outsourcing Contract Management Nucleus (doe. 0100.190385/2016-35) and the Coordination of General Services (doe. 00100.190957/2016-86) made suggestions for minor changes to the draft text, as well as a new version of the Term of Reference was prepared in order to make it compatible with the given recommendations (doe. 0100.190883/2016-88).

¹ ATC 22/2016 instituted procedures to comply with ATC No. 004/2016, which established the program of assistance to women in situations of economic vulnerability as a result of domestic and family violence. ATC No. 22/2016 established that the bidding notices for contracting continued services in the Federal Senate shall contain a vacancy reservation clause.

Some doubts and the need for further clarifications were included by COATC (doe. 0100.193529/2016-13) and object of a new statement provided by the Coordination of General Services on the adjustments (doe. 00100.194407/2016-36), embodied in the Term of Reference (doe. 0100.194393/2016-51).

COATC, considering the recommendation for compliance with the TCU jurisprudence that prohibits the contracting of services, by outsourcing, related to activities that are inherent (core activities) to the functional categories of the organ or entity, requested the declaration of the Personnel Management Secretariat - SEGP (doe. 0100.195090/2016-55). In response, the SEGP Active Personnel Coordination reported that there is no correlation between the positions and the services to be contracted, also stating that these are atypical or auxiliary activities to those established for the Senate's staff (doe. 00100.196053/2016 -64).

A new version of the electronic bidding notice was inserted by COATC (doe. 0100.199097/2016-46), which submitted the records to COCVAP to verify the consistency of the estimated spreadsheets with the latest version of the Term of Reference. In its declaration, COCVAP discusses some points of the draft of the public notice, recommending the analysis by a professional from the accounting area of COPELI, but regarding the spreadsheets, it considers that they remained valid at the moment, without reservations, notwithstanding it warns that in the case of approval of new CCT's there will be a need to prepare new estimates, since most categories are based on wage floors (doc. 0100.200207/2016-20).

The records were then forwarded to COPELI, which prepared the Original Analysis of the Process and Bidding Notice, where it basically carried out a checklist analysis of the acts of the procedure and of the justifications, noting the need to justify in the Term of

Reference/Basic Project the prohibition of participation by consortia of companies, declaring in accordance with the other provisions (doc. 0100.202174/2016-52).

Finally, COATC inserted the last version of the draft of the electronic bidding notice (doe. 0100.202362/2016-81), now submitted for legal analysis in accordance with the provisions of item VI of article 38 of Law No. 8.666/93, calling special attention to the notes directed and highlighted as "ADVOSF Note".

End of report.

Firstly, it should be noted that due to the reversal of the procedural flow adopted by SADCON in the process in question, the following preliminary measures are pending to carry out the external phase of the bidding: **1)** confirmation of the existence of budgetary resources and the issuance of the respective spending pre-authorization, referring to the 2017 financial year; **2)** the approval of the Basic Project by the General Director², opportunity in which it should analyze the convenience and timeliness of the request; **3)** authorization from the competent authority to launch the bidding procedure under the electronic auction mode and publicize it; **4)** the appointment of the managers of the future contract(s).

Regarding the price survey, waived in the present case, as the future contracting is about job allocation, which is why the minimum values of the respective Collective Labor Agreement [CCT] of the category must be respected, simply being necessary an estimate of costs by spreadsheet, as provided for in article 13, Sole Paragraph, of ADG No. 09/2015³, it should be noted that COCVAP - Coordination of Price Validation Control was the body that prepared the spreadsheet and later ratified its validity.

² ADG No. 09/2015 - article 11, paragraph 6

³ Art. 13. (...). Sole paragraph. The Preparation of Price Spreadsheet for the estimation of labor costs based on this article dispenses with conducting price research for contracts in which there are job allocations. (Wording given by the Executive Board Act/no. 31/2015).

However, in its last statement, COCVAP also highlighted that the spreadsheet was based on CCTs valid until 12/31/2016, noting that the emergence of new conventions “*will necessarily lead to the elaboration of new estimates*” (doe. 0100.200207/2016-20). As, at the time of this legal manifestation, the validity period of the collective labor agreements used in the current spreadsheet has already expired, it is recommended to verify the existence of new conventions registered before the deliberations and authorizations by the competent authority, so that, if necessary, the spreadsheet can be updated.

Regarding the Basic Project, its justifications and statement of reasons must be analyzed by the competent authority for its approval, at which time it must verify the sufficiency and correctness of the information and data contained therein, which belong to the Administrator’s sphere, except for the questions that involve the legal matter raised in this opinion.

As for the object of the future contract, it should be noted that it fits the definition of common services, provided for in the sole paragraph of article 1, of Law No. 10,520/2002, since its standards are objectively defined in the draft notice, according to usual market specifications.

In the case of common services, the electronic auction appears to be the best procedure option, obeying the guidelines of the internal regulation, which privileges it as a bidding modality⁴.

Regarding the analysis of the terms of the draft of the public notice instrument (doe. 0100.202362/2016-81), we observed that, in general, it presents a wording consistent with the notices usually used in this Legislative House and is compatible with other texts already approved by this Senate Advocacy; however, some specific observations should be made:

1 - Bidding Notice:

Preamble, Chapter (Object), Chapter IX (Evaluation), Chapter XV (Award and approval), and Annexes (Object): The criterion for evaluation and adjudication was set as global price; however, it is observed in the Term of Reference (Annex 1) that the object is divided into items, and article 15, item IV e/e article 23, item 1, both of Law No. 8.666/93, establish the rule of adjudication by items.

The authors of the Basic Project in item 1.3 requested and justified the option for the global adjudication of the items, adding as arguments that

“(...) It would not be reasonable the elaboration of three contracts to perform a service that is integrated. The activities of each category are directly related to each other and aim at the same result, which is to guarantee the necessary manpower to the service transport activities of the Senate. (...) Furthermore, an eventual separation by items would generate a contract with a reduced number of employees, as is the case of the attendants (only three employees). Finally, it is also clear that there will be economies of scale, given the possibility that bidders spread their costs among a bigger number of employees. (doe. 00100.194393/2016-51).

⁴ ADG No. 09/2015. Article 3, The acquisition of common goods and services shall preferably be promoted in the form of bidding called electronic auction.

Without prejudice to the fact that the above arguments should be better analyzed in terms of their technical relevance by the competent authority to approve the Basic Project, from a legal point of view, we understand that the justification meets the recommendations of Precedent nº 247 of the TCU, since it presents arguments based on the possibility of damage to the whole or complex, as well as economies of scale, to rule out the award by items.

2 - Chapter II (Conditions of Participation): It can be seen from reading the provisions that there is no quota reserve for the exclusive participation of Micro and/or Small Companies, as determined by Supplementary Law No. 123/2006, article 48, item 1. It should be noted that the absence of the legal quota reserve is due to the fact that the estimated global value for the contract far exceeds the value of R\$ 80,000.00, thus avoiding the hypothesis of the aforementioned Supplementary Law provision.

3 - Chapter IV (Proposal): In item 4.2 it is established that the bidder must include in its proposal the “total annual price per item”. However, the award is based on the global (annual) price of the proposal, with no reference to the global price, as can be seen in the texts of the standard minutes. It is recommended to check that the wording is correct.

It should be noted, in relation to item 4.7, which requires bidders benefiting from tax relief to observe the maximum acceptable values contained in Annex 6 to the bidding notice, this is a recent wording, but previously analyzed and approved by this ADVOSF⁵ and aims to prevent beneficiary companies from hiding information regarding the exemption, submitting proposals with higher than reasonable maximum prices. It should also be noted that the obligation is complemented by **item 4.9**, which provides for sanctioning consequences in case of a false declaration.

4 - Chapter XI (Acceptability of the proposal): In item 11.3, the deadline for adjustments in filling out the spreadsheet is set at 24 hours, and in the standard draft (reference 6.5) the deadline for adjustments is 3 days. It is recommended to check the pertinence of the set deadline.

5 - Chapter XII (Qualification): Regarding sub-item **12.3.1, letter “a”**, the certificate of technical capacity requires the bidder to prove the performance of services compatible with quantity and characteristics with the object “for a period not less than 3 (three) years”. Further on, letter a.1 allows for the addition of certificates to prove the minimum period of 3 years. On the other hand, letter a.2 sets limits for the acceptance of certificates.

It is observed that the requirements derive from the Terms of Reference (doe. 00100.194393/2016-51), item 17, letter “a”, “a.1” and “a.2”, without further justification in the TR. Thus, in view of the potential that the provision may restrict the universe of the competitors, including with the risk of challenges to the bidding notice, since it imposes time requirements and limits to the proof of the requirements themselves, it is recommended that the requesting technical body presents the motivations and justifications for the insertion of said rules, always taking into account what guides the TCU:

“Do not include in the bidding notices requirements not provided for by law or irrelevant for the verification of the technical qualification of the bidders in compliance with article 3, paragraph 1, I, of Law No. 8.666/93.” (Plenary Judgment 2864/2008).

⁵ Opinions No. 535/2016 and 612/2016- ADVOSF.

II - Annex 02 (Description of the categories): It is observed that the annex called “*Description of categories, workload and base salary*” contains data that derive from information contained in the Term of Reference, whose pertinence to the demand, need and public interest must be analyzed by the General Directorate when analyzing and approving the Term of Reference/Basic Project and by the First Secretary upon authorization for the holding of the competitive bidding. Furthermore, Annex 02 also provides information on the base salary of each category of jobs, based on the CCT SITTRATER/DF and SINDISERVIÇOS-DF. In this regard, the previous recommendation regarding the spreadsheet is reiterated, checking if the base salaries used as parameters are still valid or if there is already a new collective labor agreement setting new base salaries, which will require updating the estimates.

II - Annex 04 (Specification and description of the positions): To begin with, it is recommended that where it says in the title “DESCRIPTION OF THE JOBS” it is written “DESCRIPTION OF THE SERVICE POSITIONS”. With regard to item II, referring to the “*Ambulance driver*” (items 6 and 7), the descriptions of the attributions with regard to items “h”, “i”, “j”, “k” and “l” draw attention because they require special skills in addition to the professional driving of the vehicle. It appears that many of the attributions are contained in Ordinance no. 2048/2008-Ministry of Health, indicated in the Term of Reference; however, we did not especially identify the ones present under letters “j”, “k” and “l”, which is why it is recommended to verify the pertinence and if they are really usual skills of the category.

III - Annexes 05 and 06 (Cost breakdown spreadsheets): It should be reinforced the previous recommendation, originally alerted by COCVAP, about the need to update the spreadsheet according to the values of new collective labor agreement(s) that may have been issued.

IV - ANNEX 8 (Draft of Contract):

1) - Second Clause: Item **XXXII** provides for the replacement within a maximum period of 24 hours, after notification, of an employee considered “inconvenient” by the manager. It is recommended to check if the set deadline is reasonable for the company to carry out the replacement. On the other hand, we understand that the inconvenience must be duly motivated. Finally, it should be noted that item IX already deals with the replacement of professionals (including for disciplinary reasons), and recommended to verify if it would not be better to unify current item **XXXII** with item IX, indicating the provision of a more reasonable period and providing for the need for motivation. The wording of item XLIV (highlighted by COACT) refers to the provisions of ADG No. 22/2016, which regulates ATC No. 4/2016 coupled with Law 11,340/2006. The same can be said with regard to the **Paragraph Two** where a minimum percentage of 2% of vacancies is reserved for women in situations of vulnerability, with the same normative basis, with no correction to be made to the provisions.

The **Third Paragraph** and its provisions derive from the application of article 23, of IN SLTI/MPOG 02/2008, based on the wording given by IN No. 04/2009.

Regarding the **Seventh Paragraph**, we suggest checking the possibility of adopting a provision that gives the Administration greater guarantee regarding the compliance with labor obligations, as provided for in the current article 19-A, of IN SLTI/MPOG No. 002/2008 (included by IN No. 006/2013), adopted within the scope of the Executive Branch and which can be carried out by this Federal Senate, if not in this case (due to the close deadline for the new contracting), but in future notices, which adopts the following regulatory parameters, *in verbis*:

“Article 19-A - The bidding notice must also contain the following rules for the guarantee of compliance with labor obligations in contracting continued services with full-time dedication of labor force:

I - provision for reserve of amounts for the vacation pay, 13th (thirteenth) salary and severance pay to the contractor’s workers, which shall be deposited by the Administration in a specific linked account according the provision in Annex VII of this Normative Instruction;

V - the contractor’s obligation, when signing the contract, to authorize the contracting administration to discount the invoices and make payments of salaries and other labor costs directly to the workers, as well as social security contributions and FGTS, when these are not fulfilled;

Paragraph 1 - The amounts reserved in the form of item I shall only be released for the payment of the amounts in question under the following conditions:

IV - at the end of the term of the contract, for the payment of severance pay.

Paragraph 5 - When it is not possible to carry out the payments referred to in item V of the head of this article by the Administration itself, these amounts withheld as a precautionary measure shall be deposited in the accounts of the Labor Justice, with the purpose of being used exclusively for the payment of salaries and other labor funds, as well as social contributions and FGTS. (NW)”. (Emphasis added.)

In the Thirteenth Paragraph, where it reads “... in the premises of the SENATE”, it is recommended to change the sentence to “... as a result of the performance of the services”, bearing in mind that the damage may occur not only on the premises of the Senate, but also outside the premises of the Federal Senate, since it involves driving vehicles, which occurs on public roads.

The Sixteenth Paragraph repeats, in part, the same previous prohibition of item XLII of the head of Clause Two. We suggest the verification of the provisions and the merging of wordings with the exclusion of one of them, so that two provisions do not deal with the same subject in the same contractual instrument.

- Fourth Clause: In the **head**, we recommend verifying the reasonableness of the maximum period of 30 days to start the services, as they are services of a continuous nature, and the Senate will remunerate the services monthly, for 12 months, considering the first month after the contract has been executed and the effective rendering of the services.

- Fifth Clause (Price and payment method): Initially, COACT, in emphasis notes to this ADVSOF, requests the assessment of the relevance of changes marked in the text of some provisions, which would have been excluded at the request of NGCOT. Thus, it is verified that in Paragraph Three, it was excluded from the text, which deals with monthly payments, the part that required the contractor to present the fiscal document in two copies. NGCOT (Management and Control Center) did not explain the reasons for the change request; however, from a legal point of view, we observe that the invoice, even in digital form, is issued in more than one copy, and at least one must be delivered to the consumer receiving the services. The NGCOT’s request seems to have a more administrative-operational nature, and for this reason it is recommended that SAFIN be heard to inform about the need for one or more copies for the accounting procedure of the payment and filing for future control.

Also in **Fifth Paragraph**, COACT asks for an assessment of the pertinence of removing a section marked as “strikethrough”, which originally required as a condition to start counting the payment term, the manager’s declaration provided for in the **Sixth Paragraph**, which by the way was also ex-

cluded, both at the request of NGCOT. The note to **Sixth Paragraph**, now marked as excluded, also informs that the original wording had been inserted by recommendation of this ADVOSF.

Likewise, the amendments do not bring the justifications presented by NGCOT to ask for the exclusion of the provisions, and the parts of the original standard text now excluded had been inserted based on the legal reasons explained in a statement of this Senate Advocacy that we now ratify, understanding that they are based on the rules relevant to the topic, to which we recommend the reinsertion of the provisions now “~~strikethrough~~”, as suggested in Opinion No. 708/2016-ADVOSF, and, if applicable, NGCOT’s proposal should be forwarded with its arguments to the Standard Minutes Committee.

Note that Paragraph Nine has no correspondence in the standard minute, being advisable verifying its relevance and necessity.

- CLAUSE SIX (Renegotiation and readjustment): Paragraph Nine establishes the limit for requesting renegotiation by the contractor. TCU jurisprudence in Judgment No. 1.827/2008-Plenary, item 9.4, recommends:

*“9.4. recommend to the Undersecretariat for Administrative Affairs of the Ministry of Transport (SAADIMT) that, in **its bidding notices and/or contract minutes** relating to the rendering of services performed on an ongoing basis, **make it clear the period within which the contractor may exercise**, before the Administration, **its right to the contractual renegotiation**, which is, **from the date of ratification of the collective agreement** fixing the new normative salary for the professional category covered by the government contract to be renegotiated **until the date of the subsequent contractual extension**, but, if it does not do it in a timely manner and, consequently, extend the contract without pleading the respective renegotiation, the preclusion of its right to renegotiate will take place;”. (Emphasis added.)*

In order to improve the wording of Paragraph Nine, making the deadline clearer, in accordance with the aforementioned judgment, it is recommended to:

PARAGRAPH NINE - *The deadline for the CONTRACTOR to request the renegotiation **starts from the ratification of the collective labor agreement that establishes the new costs of labor force** of the professional category covered by the contract and **will close** on the date of the subsequent contractual extension, or in case there is no extension, on the date on which the contract expires, **under penalty of preclusion of the right.***

- Clause Nine: In the Fourth Paragraph, COACT notes that the deadline for release of the guarantee has been changed from 15 days to 30 days, at the request of NGCOT, asking for an evaluation as to the pertinence of the new deadline. We have nothing to oppose regarding the change, because it is about the provision of labor services, and Law No. 8.666/93 only states that the guarantee shall be released or refunded after the performance of the contract, not setting a specific deadline.

We note that items I and II of the **Fourth Paragraph** are new and are not included in the standard minute; therefore, we only warn that eventually the provisions of item **II** may generate doubts in relation to the hypotheses of Paragraph Seven, items I, II, III and V, which deal with the hypotheses of use of the guarantee. We warn that it is usual for insurance companies and guarantor institutions to use tricks to demand the non-release of guarantees; therefore, we recommend the exclusion of item II of Paragraph Four so that doubts are not raised.

- Eleventh Clause (Penalties): In the Eleventh Paragraph, the final part brings reservations to the hypotheses of the second and fifth paragraphs of the ninth clause. In this regard, COATC requests a legal statement, ratifying or rectifying the reservations, due to the recommendation contained in Opinion No. 412/2016-ADVOSF. The constant concern of the aforementioned legal opinion for the inclusion of reservations, it seems, aimed at guaranteeing the imposition of fines in those cases, without the risk of making them derisory, depending on the specific case and the value of the monthly adjustment. In the present case, it is necessary to verify if there is a risk, which can be carried out by simulation of SADCON itself. Anyway, we see no obstacle in the adoption of the wording of such opinion.

Therefore, provided that all the recommendations contained in this declaration are observed, whose implementation will be in charge of COACT/SADCON, the draft can be considered regular and taken to the final approval and deliberations in charge of the General Director, without the need to return to this legal body.

End of opinion.

Brasília, February 1st, 2017.

ANTONIO CARLOS COSTA SANTOS
Legal Advisor - OAB/DF No. 8379

CONTRACT No. 0027/2017

That the UNION, through the FEDERAL SENATE, and the company ECOLIMP - SERVIÇOS GERAIS EIRELI execute for the provision of driver services (without vehicle), helper and attendant for driving the leased vehicles by the Federal Senate, as well as those owned by it, and operation of transportation activities.

The UNION, through the FEDERAL SENATE, hereinafter referred to as the SENATE or CONTRACTING PARTY, headquartered at Praça dos Três Poderes, in Brasília-DF, CNPJ No. 00.530.279/0001-15, herein represented by its General Director, ILANA TROMBKA, and the company ECOLIMP - SERVIÇOS GERAIS EIRELI, headquartered at Rua Doutor Costa Lobo, nº 116, Bairro Montese, Resende/RJ, fax No. (24) 3321-2674, telephone No. (24) 3321-2674, CNPJ-MF No. 39.750.831/0001-16, hereinafter referred to as CONTRACTOR, herein represented by Mr. RICARDO ROQUE DE CARVALHO, CI. 06310344-4 issued by the IUFFP, CPF no. 654.839.957-91, resolve to execute this contract, arising from ELECTRONIC AUCTION No. 037/2017, authorized by the Hon. Mr. First Secretary, document No. 00100.063923/2017-09 (VIA 001), approved by the Director-General, document No. 00100.061455/2017-20 of Process No. 00200.012561/2016-71, incorporating the notice and the proposal submitted by the CONTRACTOR, document No. 00100.060279/2017-17 (VIA 001), to this instrument, and subjecting the parties to the provisions of Law No. 8,666, of June 21, 1993, and the Federal Senate Contracting Policy, Annex V of the Act of Directing Committee No. 17 of 2015 and of the General Board Act No. 9 of 2015, and the following clauses:

CLAUSE ONE - OBJECT

The purpose of this instrument is to provide driver services (without a vehicle), assistant and attendant for driving vehicles leased by the Federal Senate, as well as those owned by it, and operating transport activities, with the provision of qualified labor force, for 12 (twelve) consecutive months, in accordance with the terms and specifications contained in this contract and in the bidding notice.

CLAUSE TWO - OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

The CONTRACTOR's obligations, in addition to others provided for in this contract or arising from the nature of the agreement, are:

I - maintain, during the execution of this contract, the conditions of qualification that gave rise to it, as well as the compatibility with the assumed obligations;

II - submit a certified copy of the articles of incorporation whenever there is an amendment;

III - pay insurance, social security, labor, tax and social charges, as well as any direct and/or indirect expenses related to the performance of this contract;

IV - keep a representative for this contract who will represent the CONTRACTOR whenever necessary, which must be indicated by means of a declaration in which the full name, CPF and identity document number must be included, in addition to the data related to his/her professional qualification;

V - designate people in charge to control the operations, during the service provision hours, who will report to the Contract Manager/Inspector, as a representative of the CONTRACTOR, aiming at the perfect control of the service;

VI - keep its employees and agents in uniform, providing them with uniforms and shoes, according to the respective professional category, according to the specifications, quantities and deadlines established in Annex 3 of the bidding notice, with the deduction of the respective costs from the salaries being prohibited;

VII - provide the contract manager within a maximum period of 5 (five) calendar days from the beginning of the contract performance:

- a) nominal list of professionals, printed and in digital media, with their respective categories, addresses and home and cell phones, working hours, place of execution of work, and communicate any and all changes that may occur during the execution of the services; and
- b) documents necessary for the issuance of a badge by the SENATE Police, for each of the employees who provide services in the Federal Senate;

VIII - communicate to the contract manager all abnormal occurrences verified in the execution of the services, reporting them in the Occurrence Book, with the data and circumstances deemed necessary for the reporting and clarification of the facts.

IX - replace the professional with another that meets the same requirements contracted in relation to the replaced person, in the following cases:

- a) justified or unjustified absence, as well as delay or early leave without prior authorization, within a maximum period of 2 (two) hours from the communication of absence;
- b) vacation and leaves of absence;
- c) request from the contract manager/inspector, in case of a duly documented serious misconduct;
- d) automatically, after 03 (three) warnings, duly recorded in the occurrence book;
- e) when he/she does not have the minimum qualification required; and
- f) whenever his/her services and/or conduct are deemed unsatisfactory and/or inconvenient to the SENATE, duly justified.

X - make the payment of the meal allowance in the amount of R\$ 22.12 (twenty-two Reais and twelve cents) per day worked, as established by decision of the Directing Committee at the 14th Meeting of 2011, of 12/20/2011, or the value established in the Collective Labor Agreement of the specific category, if it is higher than that, in advance of the reference month, within the legal term or as provided for in a specific provision of the applicable Collective Labor Agreement;

XI - be responsible for transporting its personnel to the SENATE premises, by its own transport means (owned or leased) or transportation allowance to meet the working days in advance of the reference month, within the legal term or as provided for in specific provision of the applicable Collective Labor

Agreement. This obligation applies even in cases of stoppage of public transport or in situations in which it is necessary to perform the services in an overtime regime;

XII - make the payment of the salary of the professionals allocated in a bank branch located in Brasília, until the 5th working day of the month following the performance of the services;

XIII - make, if applicable, the payment of overtime hours, per employee, when all the means of using the "BANK OF HOURS" have been exhausted, in accordance with the provisions of the Collective Labor Agreement of the respective category professional and in accordance with article 59 of Decree-Law No. 5,452/43;

XIV - record and control, on a daily basis, the attendance and punctuality of the employees of the work positions through a biometric system of work hours registration or similar electronic system, to be installed in the premises of SETRAN and SEMEDE, as well as the occurrences that happened, as provided for in paragraph 2 of article 74 of the CLT, allowing access to the respective data for the SENATE inspection.

- a) The CONTRACTOR's employees must record in the system indicated in the previous item, at least, the start and end times of their workday, and, if applicable, the breaks between shifts. In addition, the aforementioned system should allow checking compliance with the weekly and monthly working hours of each professional;
- b) The installation of the attendance control system does not exempt the CONTRACTOR from the responsibility for monitoring and controlling the professionals allocated to the provision of services;
- c) The CONTRACTOR shall supply and install the presence control system before the start of the contract performance, in a place to be agreed with the contract manager;
- d) The installation costs of the 2 (two) electronic biometric time card readers shall be the responsibility of the SERVICE PROVIDER, at no additional cost to the SENATE. The inspector may, exceptionally, authorize the control by time sheet, for an employee or a group, due to strict and atypical necessity in the schedule or activity to be performed..

XV - select, train and retrain the professionals who will provide the service object of this contract, according to the defined minimum qualification required;

XVI - allocate properly trained and qualified professionals for the contracted services, according to the technical specifications (Annex 4 of the bidding notice).

XVII - observe the labor and social security legislation and Collective Labor Agreement of the respective category (SITTRATER/DF X SINDIBRAS/DF), making notes in the work cards, including the professional category to be exercised.

XVIII - maintain discipline at the service locations and remove the professional with unsatisfactory and/or inconvenient conduct, when duly justified.

XIX - ensure that its employees keep an adequate personal appearance for the performance of the services;

XX - keep its professionals identified through uniforms and badges, with recent photographs, issued by the SENATE Police.

XXI - be responsible for its employees' compliance with disciplinary rules and safety and fire prevention guidelines.

XXII - provide the contract manager with all the information requested by him/her, within five (05) working days.

XXIII - submit the following documentation in the first month of the provision of services:

- a) List of employees, containing full name, position or function, time of work, identity card (RG) and Individual Taxpayer Identification Numbers (CPF), indicating the technicians responsible for performing the services, when it's the case;
- b) Work and Social Security Card (CTPS) of the hired employees and of the technicians responsible for the execution of the services, when applicable, duly signed by the CONTRACTOR;
- c) Admission medical examinations of the CONTRACTOR's employees who will provide the services;
- d) Copies of the employee's identity card, National Driver's License, Work Card and CPF, including in cases of replacement; and
- e) Curriculum of drivers, supervisors and attendants;

XXIV - deliver to the contract manager by the thirtieth day of the month following the service provision, when it is not possible to verify their regularity in the Supplier Registration System - SICAF:

- a) Proof of regularity relating to Social Security;
- b) Joint certificate relating to federal taxes and the Union's Overdue Tax Liability;
- c) Certificates that prove the regularity before the State, District and Municipal Treasury of the CONTRACTED PARTY's domicile or headquarters;
- d) FGTS Regularity Certificate - CRF; and
- e) Clearance Certificate of Labor Debts - CNDT.

XXV - deliver, when requested by the SENATE, any of the following documents:

- a) Extract from the INSS and FGTS account of any employee, at the discretion of the SENATE;
- b) Copy of the analytical payroll for any month in which the services were provided, in which the SENATE is the borrower of services;
- c) Copy of employees' paychecks for any month in which the services were provided or, when necessary, copy of bank deposit receipts;
- d) Proof of delivery of supplementary benefits (transportation vouchers, food vouchers, among others), to which it is obliged by law or collective labor agreement, related to any month of the provision of services and of any employee; and
- e) Proof of completion of any training and refresher courses required by law or by contract.

XXVI - deliver the documentation listed below, upon termination or repudiation of the contract, after the last month of provision of services, within 60 (sixty) calendar days from its termination or repudiation:

- a) Terms of termination of employment contracts of service provider employees, duly approved, when required by the union of the category;
- b) Social Security Contribution and FGTS payment forms, referring to contractual terminations;
- c) Extracts from deposits made in the individual linked FGTS accounts of each dismissed employee; and
- d) Dismissal medical examinations of dismissed employees.

XXVII - present, whenever new employees are admitted by the CONTRACTOR, the documents listed in item XXIII.

XXVIII - respect the rules and procedures of internal control, including access to SENATE premises;

XXIX - forward to the CONTRACTING PARTY the employees necessary to perform the services, in accordance with the defined minimum qualification required;

XXX - regularly inspect its employees assigned to provide the service to verify the conditions under which the service is being provided;

XXXI - bear the expenses arising from any infraction committed by its employees when performing the contracted service;

XXXII - keep its employees under the SENATE's disciplinary rules, replacing, within a maximum period of 24 (twenty-four) hours after notification, any of them who adopt a posture incompatible with the exercise of their attributions, as well as contrary to the normative provisions;

XXXIII - ensure that the appointed supervisors maintain permanent contact with the unit responsible for supervising the contract, adopting the required measures regarding the performance of the services by the employees, as well as commanding, coordinating and controlling the execution of the contracted services;

XXXIV - manage any and all matters relating to its employees;

XXXV - assume all responsibilities and take the necessary measures to assist its employees who are injured or have a sudden illness, through the agent;

XXXVI - maintain headquarters, branch or office in Brasília with the operational capacity to receive and resolve any demand from the SENATE, as well as carry out all procedures pertinent to the selection, training, admission and dismissal of employees. The CONTRACTOR shall prove, within 60 (sixty) days, counting from the execution of the contract, the fulfillment of this obligation;

XXXVII - provide and require employees to use all safety equipment recommended by regulatory standards, when applicable, removing from the service those employees who refuse to use them, as well as keeping CIPA (Internal Accident Prevention Commission) members on the premises of the SENATE, when required by the Occupational Safety Standards;

XXXVIII - provide, within 60 (sixty) days from the signing of the contract and whenever new employees are hired, a citizen card issued by Caixa Econômica Federal for all employees;

XXXIX - provide, within 60 (sixty) days, counting from the signature of the contract and whenever there are new employees hired, with the INSS, a password for all employees in order to access the Social Security Information Extract;

XL - exercise strict control in relation to the validity of each driver's National Driver's License, verifying that the category is compatible with the services provided, as well as keeping in order the vehicle's documentation and validity of mandatory equipment (ex. fire extinguisher);

XLI - Provide smartphone-like communication devices with unlimited Internet and calls to the Federal District for use by those in charge during the provision of services, in accordance with Annex 4 of the Notice;

XLII - identify, when interviewing the candidates to fill the vacancies destined for this service provision, through a formal declaration of the candidates, whether or not there is a degree of kinship between them and the public employees and relatives described in the previous item, with a view to complying with the prohibition set forth in Paragraph Sixteen of this Clause.

XLIII - After authorization by the Senate, select, among those women indicated in the nominal list to be obtained from the Senate's Partner, the necessary number of workers that meets the amount provided for in the second paragraph of this clause.

- a) The selection must take place within a period of up to 15 (fifteen) days from the receipt of the aforementioned nominal list.
- b) The CONTRACTOR will be released from this obligation, if the Partner of the Senate does not present the nominal list within a period of up to 5 (five) days from the contact between the CONTRACTOR and the Partner.
- c) The Partner shall issue a statement that the CONTRACTOR has carried out a selection process to which all the women included in the list were invited, as well as informing the number of women hired, within a maximum period of 15 (fifteen) days, counted from the end of the period provided for in the letter "a" above.

XLIV - providenciar a assinatura dos documentos relativos à abertura e movimentação do DGBM, em até 20 (vinte) dias corridos, a contar do recebimento da comunicação do SENADO;

XLV - entregar o modelo de autorização constante no Anexo 17 do edital assinado, por ocasião da assinatura do contrato.

XLIV - arrange for the signature of documents related to the opening and movement of the DGBM, within 20 (twenty) calendar days, counting from the receipt of the communication from the SENATE;

XLV - deliver the authorization model contained in Annex 17 of the signed bidding notice, at the time of signing the contract.

PARAGRAPH ONE - At least 20% (twenty percent) of the vacancies provided for in this contract must be filled by Afro-descendant workers, during the entire contractual execution, according to Act of the Directing Committee nº 07, of 2014.

PARAGRAPH TWO – Reserve at least 2% (two percent) of the vacancies provided for in this contract for women in a situation of economic vulnerability resulting from domestic and family violence, having met the necessary professional qualification, according to Act of the Directing Committee No. 4, of 2016, regulated by the General Board Act No. 22, of 2016 (Annex 14 of the notice).

I - The identity of the hired workers shall be kept confidential by the CONTRACTOR, and any type of discrimination in the exercise of their duties is prohibited.

PARAGRAPH THREE - THE CONTRACTOR shall bear the costs resulting from any eventual equivocal in the dimensioning of the quantities of its proposal, complementing them, in case the foreseen is not satisfactory for the attendance of the bidding object, except when any of the events foreseen in the clauses of the 1st paragraph of the art. 57 of Law 8.666/1993 occur.

I - The provisions of this Paragraph must also be observed for variable costs arising from future and uncertain factors, such as the values provided with the amount of transport vouchers;

II - If the proposal presented by the contractor has a possible mistake in the dimensioning of the quantities that favors the contractor, this will be reversed as profit during the term of the contract, but it may be the subject of negotiation for the eventual contractual extension.

PARAGRAPH FOUR - The employees responsible for the execution of the services will not have any employment relationship with the SENATE, being remunerated solely and exclusively by the CONTRACTOR and linked to it.

PARAGRAPH FIVE - If it fits the definition of very small or small business opting for the Integrated System for Payment of Taxes and Contributions, the CONTRACTOR must prove, within 90 (ninety) days from the signing of the contract, the communication, to the Federal Revenue Service, of the mandatory exclusion of said differentiated tax regime, pursuant to article 30, item II and paragraph 1, item II, of Supplementary Law No. 123/2006 and Electronic Auction Notice No. 037/2017.

PARAGRAPH SIX - If the CONTRACTOR does not prove the communication within the period established in the previous paragraph, the SENATE shall communicate to the Internal Revenue Service, for evaluation of the hypothesis of exclusion from the Integrated System for Payment of Taxes and Contributions provided for in article 29, item I, of Supplementary Law No. 123/2006.

PARAGRAPH SEVEN - If the CONTRACTOR does not honor the payment of wages and other labor funds, social contributions and FGTS related to this contract, the SENATE is authorized to deduct the respective amounts from the invoices and make their direct payment, without prejudice to the penalties applicable, and the communication of this fact to the SENATE until the date of performance of the obligation may be considered as a mitigating factor when the penalties are applied.

PARAGRAPH EIGHT - In the situation provided for in the previous paragraph, the CONTRACTOR must immediately provide the SENATE with all the information and documents necessary for the execution of the direct payment.

PARAGRAPH NINE - If direct payment by the SENATE is not possible, the amounts withheld will be deposited as a provisional measure with the Labor Court, with the objective of being used exclusively for the payment of salaries and other labor funds, social contributions and FGTS.

PARAGRAPH TEN - The CONTRACTOR shall grant workers a break for rest and food, in the form of articles 71 and 72 of the CLT, rotating the employees allocated to the SENATE, in agreement with the

manager/inspector, when the nature of the service requires the uninterrupted presence of professionals at the job.

PARAGRAPH ELEVEN - THE CONTRACTOR assumes any and all responsibility with regard to the relationship with its employees, including the provision of food allowance, transportation allowance and other labor and social security obligations, exempting SENATE from any joint and several liability.

PARAGRAPH TWELVE - The CONTRACTOR will be solely responsible for any occupational accidents during the term of the contracted services.

PARAGRAPH THIRTEEN - The CONTRACTOR will be responsible for any personal or material damages caused by its employees or agents to the SENATE or to third parties, as a result of the performance of the services.

PARAGRAPH FOURTEEN - The CONTRACTOR shall guide its agent on the need to comply with the guidelines of the SENATE, including compliance with the Internal Rules of Safety and Occupational Medicine.

PARAGRAPH FIFTEEN - The CONTRACTOR may not broadcast advertising about the object referred to in this contract, unless specifically authorized by the SENATE.

PARAGRAPH SIXTEEN - The CONTRACTOR shall not hire employees who are spouses, partners or relatives up to the 3rd degree, in the direct or collateral line, by consanguinity or affinity, of Senators and public employees of the Staff of the SENATE, occupants of commission-paid positions, in accordance with the provisions of the Federal Senate Directing Committee Act No. 05, of 2011, and Decree No. 7,203, of 2010.

PARAGRAPH SEVENTEEN - The CONTRACTOR may not assign the credits, nor subrogate the rights and obligations of this contract to third parties.

PARAGRAPH EIGHTEEN - The provisions of the Consumer Protection Code established by Law No. 8078, of September 11, 1990, apply to this contract.

CLAUSE THREE - OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTING PARTY

The SENATE shall have the following obligations and responsibilities, without prejudice to the legal provisions and those established in the contract arising from the bidding notice and this contract:

I - exercise the management and supervision of the services provided, by previously designated public employees or commission, being able to stop, refuse, order to be performed or to undo any service that does not comply with the specified conditions and requirements, strictly monitoring compliance by the CONTRACTOR, of all its labor, social security and tax obligations related to the respective contract, requiring copies of the documents proving the discharge of these obligations, as well as the examination of the work cards of the service providers;

II - officially notify the CONTRACTOR of any failures found in the performance of the contract, demanding their immediate remediation under penalty of application of the penalties provided for in the contract;

III - allow the access and permanence of the CONTRACTOR's employees to its premises for the execution of the contracted services;

IV - provide the relevant information and clarifications that may be requested by the CONTRACTOR or its agent, to fulfill its obligations;

V - carry out inspections in order to verify the provision of services and compliance with contractual requirements;

VI - demand, upon justification, the immediate replacement of any employee who does not comply with the SENATE rules in the performance of services, who does not have the minimum qualification required, who produces complications for inspection or who adopts an attitude incompatible with the exercise of the duties that have been assigned to him/her;

VIII - provide access to the computerized systems to be used, when necessary for the performance of the services to be contracted;

IX - provide an access badge to its premises, which must be used by the CONTRACTOR's employees;

X - reject, in whole or in part, services or supplies performed in disagreement with this contract;

XI - make the monthly payment due for the execution of the services, provided that all formalities and requirements of the contract are fulfilled;

XII - provide a list of accredited public employees to authorize the departure of vehicles; rigorously control vehicle departures, with proper notes of data such as: car and driver data, nature of departure, itinerary, date and time of departure and arrival, justification, initial and final mileage.

CLAUSE FOUR - EXECUTION REGIME

The CONTRACTOR shall perform the services under this contract, through the workers allocated in the SENATE, under its guidance, subordination and direct supervision, and the beginning of the provision of the services must take place within a maximum period of 30 (thirty) calendar days after the signature of the contract.

PARAGRAPH ONE - Services shall be provided on the premises of the Federal Senate, in Brasília-DF.

PARAGRAPH TWO - The distribution of employees must comply with the indications contained in Annex 2 of the bidding notice (Description of categories, workload and base salary) and the guidelines of the manager/inspector regarding their details.

PARAGRAPH THREE - The CONTRACTOR shall comply with the complementary guidance given by the manager/inspector of this contract regarding the execution and timing of the services.

PARAGRAPH FOUR - All services shall be performed directly and under the guidance and command of the CONTRACTOR through its person in charge.

PARAGRAPH FIVE - During the execution of the services, the following must be considered:

a) The personnel work shift in the execution of the services, obeying the dispositions of the CLT - Consolidation of Labor Laws and other pertinent norms, shall be of 08 (eight) daily hours for those who will have a common work shift, from Monday to Saturday, being allowed the compensation of hours, to be done through a "BANK OF HOURS". As for those who will fulfill the shift regime (12 x 36 night and day), the

shift will be alternating, having one day (or night) working for a day (or night) off, according to the shift (day or night)

b) the hours of interruption of services for rest and food shall be established by the inspector, according to the needs of the SENATE, observing the labor legislation;

c) professionals must be clean and tidy, both in terms of the uniforms to be used and in terms of personal hygiene.

PARAGRAPH SIX - THE CONTRACTOR is responsible for the identification of notifications of traffic violations committed by its employees and for the payment of the respective fines;

PARAGRAPH SEVEN - THE CONTRACTOR must pay the fines resulting from traffic violations committed while driving the leased vehicles, or those owned by the contracting party, and make the deductions from the offender's pay. Before making the payment, the CONTRACTOR must wait for the completion of the processes related to the appeals provided for by the legislation. If the appeal is rejected, the contractor shall make the payment at a discount and send the receipt to SENATE.

PARAGRAPH EIGHT - The SENATE shall not bear any burden for the rejection of services considered inadequate by the manager/inspector.

CLAUSE FIVE - WITHHOLDING OF PROVISIONS THROUGH GUARANTEE DEPOSIT BLOCKED FOR MOVEMENT - DGBM

The SENATE will withhold the provision of amounts for the payment of vacations, the constitutional 1/3 of vacations extra pay and 13th salary, with their respective FGTS deposits and social security charges; penalty on the Guarantee Fund for Length of Service (FGTS), social contribution and other severance payments due to the CONTRACTOR's workers, through Guaranteed Deposits Blocked for Movement - DGBM.

PARAGRAPH ONE - The funds mentioned in the head of this clause shall be deducted from the monthly amount to be paid directly to the CONTRACTOR.

PARAGRAPH TWO - The last invoice presented by the CONTRACTOR will be paid after proof of payment of the amounts mentioned in the head of this clause.

PARAGRAPH THREE - The deposits dealt with by the head will be made together with the amounts corresponding to the profit and the administration fee levied on the deposited portion, which will be released after the payment of the respective labor and/or social security funds.

PARAGRAPH FOUR - The amounts that will be withheld to comply with this clause will be obtained by applying percentages and values contained in the CONTRACTOR's proposal.

PARAGRAPH FIVE - The amounts related to social security charges and FGTS will be released to the CONTRACTOR after proof of the respective payments.

PARAGRAPH SIX - The amounts provisioned in the form of the head of this Clause will be paid directly to the workers under the following conditions:

I - partially and annually, on the amount corresponding to the 13th salary of employees linked to the contract, when due;

II - partially, on the amount corresponding to vacations and one-third of vacations provided for in the Constitution, when employees under the contract are on vacation;

III - when an employee linked to the contract is dismissed, on the amount corresponding to the 13th (thirteenth) proportional salary, proportional vacation pays and the compensatory indemnity that may be due on the FGTS; and

IV - at the end of the term of the contract, including any extensions, for the payment of the other amounts described in the head of this clause.

PARAGRAPH SEVEN - The hypothesis provided for in item IV of Paragraph Six of this clause does not apply if a new contract is agreed, contiguously, with the same company and with the same purpose.

PARAGRAPH EIGHT - In the event of the situation provided for in Paragraph Seven of this clause, the deposited amounts related to profit and management fee may be released to the company. The remaining amounts deposited will become bound to the new contract.

PARAGRAPH NINE - If there is a reduction in the contracted object during the course of the contract or due to the execution of a new contract, the deposits corresponding to the reduction promoted will be released as provided for in item III of Paragraph Six of this clause.

PARAGRAPH TEN - The CONTRACTOR shall submit to the contract manager a request for direct payment to the workers accompanied by proof of the occurrence of the events mentioned in the head of this clause, within 20 (twenty) days before the date provided for in a normative act or in the Agreement for the payment of said amounts, as well as a list in a format defined by SENATE, containing data related to the payment of employees.

I - The CONTRACTOR will be informed of any inconsistencies in the payment data within 5 (five) calendar days before the date provided for in a normative act or in the Contract for the discharge of said funds.

II - When the inconsistencies found are in data for which the CONTRACTOR is responsible, the SENATE will not make the direct payment to the workers, being the CONTRACTOR responsible for making them, within the legal and/or contractual deadlines, in the terms of the Paragraph Twelve of this clause.

PARAGRAPH ELEVEN - The period provided for in Paragraph Ten of this clause does not exempt the CONTRACTOR from the responsibility of observing the legal deadlines, which prevail over the contractual ones, for the payment of labor and/or social security funds.

PARAGRAPH TWELVE - In the event of non-compliance with the term set forth in Paragraph Ten, or if the legal term for payment is less than 20 (twenty) days, the CONTRACTOR shall pay the labor and/or social security funds within the legal term and request the release of the respective value to the SENATE.

PARAGRAPH THIRTEEN - The amounts reserved will be released to the CONTRACTOR, within a period of up to 10 (ten) business days from the presentation of the documents that prove the payment of the funds referred to in the head of this Clause.

PARAGRAPH FOURTEEN - At the end of the contractual term, the balance existing in the DGBM will only be released to the CONTRACTOR after proof of payment of all labor and social security charges related to the contracted service and the monetary penalties applied, within 90 (ninety) days after the termination of the contractual term, upon approval and/or equivalent instrument issued by the union of the category corresponding to the contracted services.

PARAGRAPH FIFTEEN - The amounts deposited as guarantee will be remunerated by the savings index or another defined in the cooperation agreement signed with the Financial Institution, always choosing the one with the highest profitability.

PARAGRAPH SIXTEEN - The Federal Senate may negotiate with the Financial Institution, in the event of bank fees being charged, the exemption or reduction of said fees for the implementation and maintenance of the DGBM.

I - In the event of a bank fee being charged, the funds relating to these expenses will be debited from the amounts deposited as DGBM.

CLAUSE SIX - PRICE AND PAYMENT METHOD

The SENATE will pay the CONTRACTOR, for the purpose of this contract, the estimated monthly amount of **BRL 369,853.74** (three hundred and sixty-nine thousand, eight hundred and fifty-three Reais and seventy-four cents), corresponding to labor, as proposed by the CONTRACTOR, document No. 00100.060279/2017-17, not being, under any circumstances, allowed advance payments for services not performed or incompletely performed.

TABLE 1 - GENERAL SUMMARY OF LABOR COSTS				
ITEM	CATEGORIES	QTY	Unit cost	Monthly cost
1	Driver - 5am to 10pm	42	BRL 5,098.51	BRL 214,137.42
2	Driver - 2pm to 11pm	2	BRL 5,191.90	BRL 10,383.80
3	Driver - 3pm to 12pm	1	BRL 5,285.09	BRL 5,285.09
4	Driver - day work schedule - 12x36	4	BRL 4,627.82	BRL 18,511.28
5	Driver - night work schedule - 12x36	6	BRL 5,326.76	BRL 31,960.56
6	Ambulance Driver - 5am to 10pm	4	BRL 5,465.15	BRL 21,860.60
7	Ambulance Driver - 3pm to 12pm	1	BRL 5,668.27	BRL 5,668.27
8	Attendant	3	BRL 3,101.04	BRL 9,303.12
9	Helper	12	BRL 2,959.81	BRL 35,517.72
10	Supervisor - 5:30 am to 2:30 pm	1	BRL 8,413.66	BRL 8,413.66
11	Supervisor - 3pm to 12am	1	BRL 8,812.22	BRL 8,812.22
MONTHLY TOTAL				BRL 369,853.74
ANNUAL TOTAL (12 months)				BRL 4,438,244.88

PARAGRAPH ONE - The estimated annual global price of this contract for the period of 12 (twelve) consecutive months is R\$ 4,438,244.88 (four million, four hundred and thirty-eight thousand, two hundred and forty-four Reais and eighty eight cents), comprising all direct and indirect expenses and costs, necessary for the perfect execution of this contract, in compliance with labor, social security, tax and collective labor legislation.

PARAGRAPH TWO - The SENATE will pay the CONTRACTOR, in addition to the monthly overall price, upon presentation of a separate invoice, the amounts referring to any overtime service performed, when all the means of using the "BANK OF HOURS" have been tried, respecting the established limit by legislation, per employee, in accordance with item XIII of Clause Two of this contract.

PARAGRAPH THREE – Payments will be made monthly, by means of a deposit in the CONTRACTOR’s bank account, subject to the prior certification of the services by the manager or inspector, upon receipt of the invoice, with a breakdown of the services, whose date of issue cannot be prior to the last day of the expired month.

PARAGRAPH FOUR – The first invoice to be presented will have as its reference period starting on the day the services are started and ending on the last day of that month, and the subsequent invoices will have as reference the period between the first and the last day of each month.

PARAGRAPH FIVE – Payments will be made within a period not exceeding 30 (thirty) days from the receipt of the invoice, subject to the manager’s declaration in the form of paragraph seven and the presentation of:

I – proof of payment of the specific payroll of this contract, for the period included in the invoice presented, to be issued by the banking institution that credits the employees’ checking account the amounts referring to both the monthly remuneration and the 13th salary, when the CONTRACTOR is responsible to these payments, containing the name of the employee and the amount of the credit;

II – FGTS Collection Forms and Information to Social Security (GFIP) and Employee List Forms (GRE); as well as regularity with the Guarantee Fund for Length of Service – FGTS (CRF), the Joint Clearance Certificate of Debts Relative to Federal Taxes and the Union Overdue Tax Liability, as well as the Clearance Certificate of Labor Debts (CNDT);

III – carbon copy of the payroll of employees in the service of the SENATE specific to this contract; IV – proof of provision of transportation and meal allowances to employees of the CONTRACTOR that provide the services object of this contract;

V – table showing the discounts made on the invoice of the reference month, on the amounts of monthly obligations without proof of payment (Transportation and Food Allowance, Night-Shift Premium etc.), based on the formula composition of costs used in the formulation of the price sheet for the categories;

VI – cost sheets for each category and information on any other benefit;

VII – a detailed spreadsheet with the control of the professionals’ attendance during regular and overtime hours; and

VIII – presentation of the guarantee provided for in Clause Ten of the contract.

PARAGRAPH SIX – The amounts reserved for DGBM, provided for in Clause Five, will be released to the CONTRACTOR, within a period of up to 10 (ten) business days from the presentation of the documents proving the payment of the amounts referred to in the head of Clause Five.

PARAGRAPH SEVEN – Monthly payments are conditioned to the evaluation of the contract manager or, in cases that fall under Paragraph 8 of article 15 of Law No. 8,666/93, of a commission appointed by the Director-General, within a maximum period of 5 (five) days, counted from the receipt of the invoice, by means of a detailed report, after verifying the quantities, quality and compliance with other contractual obligations.

PARAGRAPH EIGHT - Any irregularity(ies) found in the presentation of the documents listed in Paragraph Five will give rise to suspension of payment until the CONTRACTOR has settled the pending issue for a maximum period of 30 (thirty) days, without prejudice to the possibility of applying a penalty, as well as unilateral termination by the Administration.

PARAGRAPH NINE - The absence of an employee, without the replacement provided for in paragraph IX of Clause Two, will imply an automatic discount of 1/30 (one thirty) of the monthly unit value of the category, per day, without prejudice to the incidence of the contractual penalty provided for in paragraph eight of Clause Twelve.

PARAGRAPH TEN - When forwarding the invoice, the CONTRACTOR shall make an analytical demonstration of the collection of each item covered by this clause.

PARAGRAPH ELEVEN - Any bank expenses resulting from the transfer of values to other cities or agencies are at the responsibility of the CONTRACTOR.

PARAGRAPH TWELVE - If there is a defect to be repaired in relation to the invoice presented or in case of breach by the CONTRACTOR of a contractual obligation, the period contained in paragraph five of this clause may be suspended until the defect is repaired or the obligation is performed.

PARAGRAPH THIRTEEN - In the event of any delay in payment, provided that the CONTRACTOR has not contributed in any way to do so, it is agreed that the late payment fees due by the CONTRACTING PARTY, between the end of the period referred to in paragraph five and the effective date payment of the invoice, to be included in a specific invoice, are calculated by applying the following formula: $EM = I \times N \times VP$, where:

EM = Late Payment Fees;
N = Number of days between the due date and the actual payment date;
VP = Amount of the installment in arrears;
I = Financial offset index = 0.00016438, calculated as follows:
$I = i / 365 \quad I = 6 / 100 / 365 \quad I = 0.00016438$
Where i = annual percentage rate in the amount of 6%

CLAUSE SEVEN - RENEGOTIATION AND RISE

The renegotiation of this contract is allowed for amounts arising from an agreement or collective labor agreement exclusively for labor cost items, provided that the minimum interval of one year is observed, counting from the budget date to which the proposal refers to the date of the collective labor agreement in force at the time of submission of the proposal, when the largest portion of the cost of contracting is due to labor and is linked to the base dates of these instruments.

PARAGRAPH ONE - The items corresponding to administrative operating expenses (indirect costs), profit, inputs (except for obligations arising from a collective labor agreement and law), contained in the Labor Price Worksheet in Annex 7, will be increased based on the variation of the National Consumer Price

Index - INPC, after 12 (twelve) months from the date of signature of the contract, with no variations arising from collective labor agreements levied on such items.

I - When the remuneration of the items profit and administrative operating expenses (indirect costs) is stipulated through a percentage index, these will have their percentages of the original proposal preserved, in the cases of amendments coming from the institutes of the "fact of administration" and "prince's fact", in order to preserve the proportionality and the effective condition of the contractor's initial proposal.

PARAGRAPH TWO - The first price readjustment of the items mentioned in the previous paragraph will take into account for calculation purposes the variation of the agreed index between the proposal submission date and the first contract anniversary, and the subsequent readjustments will always occur in the following anniversaries, applying the variation occurred in the last period.

PARAGRAPH THREE - When the contract involves more than one professional category, with different annual pay rise dates, the initial date for counting the annuity of the renegotiation will be the annual pay rise date of the professional category that represents the largest portion of the contracting labor cost.

PARAGRAPH FOUR - In the renegotiations subsequent to the first one, the annuity will be counted from the date of the last renegotiation that took place.

PARAGRAPH FIVE - The renegotiation will be preceded by a request from the contractor, accompanied by an analytical demonstration of the change in costs related to labor, through the presentation of the cost and price formation spreadsheet and the new collective labor agreement that underlies it, and the adequacy to market prices must be observed.

PARAGRAPH SIX - The inclusion, at the time of renegotiation, of benefits not provided for in the initial proposal is prohibited, except when they become mandatory by virtue of law, judicial disposition of a collective labor grievance, or collective labor agreement.

PARAGRAPH SEVEN - The financial effects of the renegotiation will only be due from the date of signature of the respective amendment, allowing the retroactivity of the effects exclusively when the renegotiation involves review of the cost of labor and is linked to a law, judicial disposition of a collective labor grievance, or collective labor agreement that includes a retroactive effective date, which may be taken into account for the purpose of offsetting the payment due, as well as for counting the annuity in future renegotiations.

PARAGRAPH EIGHT - As long as it is agreed between the parties, the contractual value of the object of the renegotiation may be effective at a future date, without prejudice to the periodicity count for the next concessions.

PARAGRAPH NINE - The period for the CONTRACTOR to request the renegotiation begins on the date of approval of the collective labor agreement that establishes the new labor costs of the professional category covered by the contract and will end on the date of the subsequent contractual extension, or if there is no extension, on the date of termination of the term of the contract, under penalty of preclusion of the right.

PARAGRAPH TEN - In renegotiations based on collective labor agreements, the rates presented by the CONTRACTOR will not be applied when they are unjustifiably or abusively higher than those practiced in the relevant market, in which case the average of the rates used in collective labor agreements will be calculated, related to similar periods, using the resulting percentage as a limit for renegotiation.

PARAGRAPH ELEVEN - The Administration may provide for the retroactive payment of the period during which the renegotiation proposal remained under its analysis, through a Final Payments Settlement Term, if the contract is terminated.

PARAGRAPH TWELVE - The rounding off of values and prices of this contract will be governed as follows, under the terms of the Act of the First Secretary No. 20/2010.

I - for the values used in mathematical summing operations, two decimal places will be used, and for the application of monetary correction indexes, seven decimal places will be used;

II - when the decimal place immediately after that defined in item I is equal to or greater than five, the preceding decimal place is increased by one, and when it is less than five, it will remain unchanged.

CLAUSE EIGHT - ADDITIONS AND DELETIONS

The CONTRACTOR undertakes to accept, under the same contractual conditions, the additions or deletions up to the legal limit established in article 65, item II, Paragraphs 1 and 2, of Law No. 8,666/93.

CLAUSE NINE - BUDGET RESOURCES

The expenses arising from this contract will be borne by the budget appropriation classified as Work Program 01031055140615664 and Nature of Expense 339037, having been committed through Commitment Note No. 2017NE800552, dated April 25, 2017.

SOLE PARAGRAPH - For future years, the SENATE will issue commitment notes, indicating the budget appropriation of the expenses, regardless of the execution of an amendment.

CLAUSE TEN - GUARANTEE

The CONTRACTOR shall provide a guarantee to ensure the full performance of the contract, in the amount of BRL 221,912.24 (two hundred and twenty-one thousand, nine hundred and twelve Reais and twenty-four cents), corresponding to 5% (five percent) of the global value of this contract, pursuant to article 56 of Law No. 8.666/93, in one of the following ways:

I - cash bond or public debt bonds, which must have been issued in book-entry form, upon registration in a centralized settlement and custody system authorized by the Central Bank of Brazil and valued at their economic values, as defined by the Ministry of Finance;

II - surety bond; or

III - bank guarantee.

PARAGRAPH ONE - The CONTRACTOR shall make the provision of the guarantee and present the respective proof to the Contract Manager, within 10 (ten) calendar days from the receipt of the signed copy of the contract.

PARAGRAPH TWO - The guarantee will be recalculated, under the same conditions and proportions, whenever there is a change in the value of this contract.

PARAGRAPH THREE - In the event of expiration, use or recalculation of the guarantee, the CONTRACTOR will have a period of 10 (ten) days, counting from the occurrence of the fact, to renew or complement it.

PARAGRAPH FOUR - The guarantee will be released, if applicable, up to 30 (thirty) days after proof of payment of all monies owed to employees on termination, observing the requirements of Paragraph Six of Clause Six.

I - The guarantee provided will only be released upon proof that the company has paid all severance pay resulting from the contract;

II - If the payment referred to in the previous item does not occur until the end of the second month after the end of the contractual term, the guarantee will be used for the payment of these labor funds directly by the Administration.

PARAGRAPH FIVE - The guarantee referred to in this clause will be in force throughout the term of execution of the contract, and must extend up to a period of 3 (three) months, after the end of the contractual term.

PARAGRAPH SIX - The value of the guarantee cannot decrease depending on the gradual execution of the contract, nor can the guarantee be conditioned to elements external to the relationship between the SENATE and the CONTRACTOR.

PARAGRAPH SEVEN - The guarantee, including the surety bond modality, must ensure reimbursement, compensation and payment of at least:

I - losses arising from non-compliance with the contract and non-fulfillment of the other obligations provided for therein;

II - fines applied by the SENATE to the CONTRACTOR;

III - damages caused to SENATE and/or third parties resulting from the CONTRACTOR's civil liability during the performance of the contract;

IV - labor, tax and social security obligations arising from the performance of the contract and not honored by the CONTRACTOR;

V - losses resulting from occupational accidents arising from the performance of the contract.

PARAGRAPH EIGHT - The guarantee presented will be evaluated by the SENATE, not admitting any restriction or conditioning to its full execution, especially if presented in any of the forms provided for in items II and III of the head of this clause, guarantee that will be rejected if there is exclusion or omission of any of the responsibilities assumed by the CONTRACTOR, under the terms of the previous paragraph.

PARAGRAPH NINE - If the contractual guarantee is not presented in accordance with the requirements set forth in this clause, the SENATE is authorized to withhold part of the monthly payment to the CONTRACTOR to form a financial reserve, in an amount equivalent to that of the regular contractual guarantee, without prejudice to the applicable sanctions.

I - The amounts withheld will be reserved in a budget account, as a guarantee, and, for this reason, will not be subject to any monetary increase, unless the CONTRACTOR opens a bank account capable of receiving a security deposit.

II - The release of the withheld amounts is conditioned to the full performance of the contract or the presentation of a suitable guarantee by the CONTRACTOR, pursuant to items I to III of the head of this clause.

CLAUSE ELEVEN - SUPERVISION

It will be up to the managers appointed by the Director-General or Assistant Director-General for Contracting to promote all actions necessary for the strict fulfillment of this contract, in compliance with the provisions of the Executive Committee Act n° 02, of 2008, and n° 08, of 2015, as well as as in the General Directorate's Act No. 20/2015.

CLAUSE TWELVE - PENALTIES

For the unjustified delay in the performance of this contract or for its total or partial non-performance, the CONTRACTOR will be subject to the following penalties:

I - warning;

II - fine;

III - temporary suspension of the right to participate in bidding and impediment to contract with the Administration, for a period of up to 2 (two) years;

IV - impediment from bidding and contracting with the Federal Government and de-accreditation in SICAF and in the SENATE supplier register for a period of up to 5 (five) years; and

V - declaration of ineligibility to bid or contract with the public administration for as long as the determining reasons of the punishment last, or until rehabilitation is promoted before the very authority that applied the penalty, which will be granted whenever the CONTRACTOR reimburses the SENATE for the resulting losses and after the expiration of the sanction applied on the basis of items III and IV of this Clause.

PARAGRAPH ONE - Without prejudice to the sanctions provided for in items II and V of this Clause, based on article 7 of Law No. 10,520/2002, the CONTRACTOR may still be prevented from bidding and contracting with the Federal Government and disqualified from the SICAF and from the SENATE supplier register for a period of up to 5 (five) years, guaranteeing fair hearing and confrontation, whenever any of the following occurs:

I - present false documentation;

II - defraud the execution of the contract;

III – behave in a disreputable manner;

IV – make a false declaration;

V – commit tax fraud.

PARAGRAPH TWO – The occurrence of any of the hypotheses contained in the previous paragraph gives rise to the unilateral termination of the contract, subjecting the CONTRACTOR to a fine of 10% (ten percent) of the overall value of the contract.

PARAGRAPH THREE – Without prejudice to the sanctions provided for in this contract, the harmful acts to the public administration provided for in item IV of article 5 of Law No. 12,846/2013 will subject the violators to the penalties provided therein.

PARAGRAPH FOUR – After the deadline for the beginning of the execution of this contract, without the provision of services, a daily fine of 0.1% (one tenth percent) will be imposed on the global value of this contract up to a limit of 30 (thirty) days, after which a fine of 5% (five percent) to 10% (ten percent) will be imposed on the total value of the contract, without prejudice to the other administrative sanctions provided for in this clause, observing the criteria contained in paragraph fifteen.

PARAGRAPH FIVE – Failure to submit the documentation provided for in Paragraph Five, item II, of Clause Six, shall subject the CONTRACTOR to a fine of 0.05% (half tenth percent) to 0.1% (one tenth percent), per day, on the global value of the contract, up to a limit of 30 (thirty) days, observing the criteria set out in paragraph fifteen.

PARAGRAPH SIX – During the period of 30 (thirty) days provided for in paragraphs four and five, at the discretion of the SENATE, this contract may be terminated, without prejudice to other sanctions.

PARAGRAPH SEVEN – The delay in presenting the contractual guarantee provided for in Clause Ten shall subject the CONTRACTOR to a fine of 0.07% (seven hundredths percent) per day, on the overall value of the contract, up to the limit of 2.00% (two percent), counting from the deadline for submitting the guarantee until the day of the effective provision of the guarantee or retention provided for in paragraph nine of Clause Ten.

PARAGRAPH EIGHT – For non-compliance with contractual obligations or unsatisfactory performance of services, omission and other faults, the CONTRACTOR will be subject to a fine, in percentages defined in the tables below, levied on the monthly contractual value in force, without prejudice to other sanctions provided for by law.

Table 1

DEGREE	CORRESPONDENCE
1	0.1% to 0.2%
2	0.3% to 0.4%
3	0.5% to 0.8%
4	0.9% to 1.6%
5	1.7% to 3.2%
6	Up to 6.4%

Table 2

ITEM	DESCRIPTION	DEGREE	INCIDENCE
1	Allow the presence of an employee not in uniform or with a stained, dirty, poorly presented uniform and/or without a badge;	1	Per employee and per incident
2	Keep an employee without qualification for the performance of services;	1	Per employee and per day
3	Perform incomplete, palliative, or of fake permanent character;	2	Per incident
4	Provide false information about the service;	2	Per incident
5	Suspend or interrupt, except for reasons of force majeure or unforeseeable circumstances, the contractual services;	6	Per day and per assigned task
6	Destroy or damage documents through the fault or intent of its agents;	3	Per incident
7	Use the FEDERAL SENATE's facilities for purposes other than the object of the contract;	6	Per incident
8	Refuse to perform a service determined by the SUPERVISION, without justifiable reason;	6	Per incident
9	Allow a situation that creates the possibility of causing physical harm, bodily harm or lethal consequences;	6	Per incident
10	Withdraw from the FEDERAL SENATE any equipment or supplies provided for in the contract, without prior authorization from the person in charge;	1	Per item and per incident
11	Remove employees or supervisors from the service during working hours, without the prior consent of the CONTRACTING PARTY;	4	Per employee and per day

For the following items, fail to:

12	Record and control, on a daily basis, the attendance and punctuality of its personnel;	1	Per employee and per day
13	Replace an employee who behaves inconveniently or is incompatible with his/her duties;	1	Per employee and per day
14	Keep the qualification documentation up to date;	1	Per item and per incident
15	Comply with the work hours established by the contract or determined by the SUPERVISION;	1	Per incident
16	Comply with the determination of the SUPERVISOR for access control of its employees;	1	Per incident
17	Comply with a formal order or supplementary instruction from the SUPERVISION;	2	Per incident
18	Carry out the replacement of problem employees;	2	Per incident
19	Pay salaries, transportation vouchers, meal vouchers, insurance, taxes, tax and social charges, as well as bear any direct and/or indirect expenses related to the execution of the contract on the agreed dates.	6	Per day and per incident
20	Deliver the uniform to employees every 6 (six) months	1	Per employee and per day

21	Submit, when requested, tax, labor and social security documentation.	2	Per incident and per day
22	Credit salaries to employees' bank accounts at branches located in the local city where the services are provided.	1	Per incident and per day
23	Provide for the opening of the blocked account for transactions – DGBM, by the set deadline, per day.	1	Per day

PARAGRAPH NINE – The recurrence of infractions of the same degree, provided for in the tables of the previous paragraph, will affect the increase of 50% (fifty percent) on the value of the imposed fine.

PARAGRAPH TEN – For cases of contractual infractions not provided for in the previous paragraphs, the SENATE will impose a fine, to be fixed between degrees 1 and 5, in accordance with the seriousness ascertained.

PARAGRAPH ELEVEN – The percentages provided for in the tables of paragraph eight of this clause, added to all the penalties imposed, may not exceed, in each month, a maximum of 15% (fifteen percent) of the monthly value of the contract, except for the special cases in the second and fifth paragraphs of this clause.

PARAGRAPH TWELVE – The recurrence in the application of the maximum percentage provided for in the previous paragraph may give rise to the unilateral termination of the contract.

PARAGRAPH THIRTEEN – In addition to the fines provided for in the previous paragraphs, the contract may be unilaterally terminated under the terms of paragraph five of Clause Thirteen, and the CONTRACTOR is also subject to a fine corresponding to up to 10% (ten percent) of the overall value of this contract, fixed, at the discretion of the SENATE, in accordance with the seriousness ascertained.

PARAGRAPH FOURTEEN – Failure to pay employees' FGTS and social security contributions, as well as non-payment of salary, transport vouchers and food allowance, is characterized as a serious breach, understood as failure to perform the contract, which may give rise to the termination of the contract, without prejudice to the imposition of a pecuniary sanction and the declaration of impediment from bidding and contracting with the Federal Government, under the terms of article 7 of Law No. 10.520/2002.

PARAGRAPH FIFTEEN – In the imposition of penalties, the competent authority shall observe:

- I – the principle of reasonableness;
- II – non-recurrence of the infringement;
- III – the performance of the contractor in mitigating the losses arising from its acts or omissions;
- IV – the satisfactory performance of the other contractual obligations; and
- V – the non-existence of effective material damage to the Administration.

PARAGRAPH SIXTEEN – A negligible fine may be converted into a warning penalty, at the discretion of the competent authority.

PARAGRAPH SEVENTEEN – In exceptional cases, if the specified penalty proves to be disproportionate to the seriousness of the infraction and the damage or risk of damage resulting from it, the competent authority may, justifiably, reduce it, observing the other criteria provided for in paragraph fifteen.

PARAGRAPH EIGHTEEN – The fine imposed, after the regular administrative process and guaranteeing the right of fair hearing, will be deducted from the invoices issued by the CONTRACTOR or collected through GRU - Federal Tax Liability Payment Form.

PARAGRAPH NINETEEN – At the end of the contractual term and after all labor and social security funds have been paid, including severance payments, if there is an existing balance in the DGBM, this may be used to pay contractual penalties, observing Paragraph Eighteen.

PARAGRAPH TWENTY – If the fine is not paid, pursuant to the eighteenth and nineteenth paragraphs, the remaining amount will be deducted from the guarantee or, as a last resort, will be charged in court.

CLAUSE THIRTEEN - TERMINATION

The total or partial non-performance of this contract gives rise to its termination, as provided in articles 77 to 80 of Law No. 8,666/93.

PARAGRAPH ONE – The termination of this contract will take place by unilateral and written act of the SENATE, in the cases listed in items I to XII and XVII of article 78 of Law No. 8,666/93.

PARAGRAPH TWO – Termination may also occur as follows:

I – determined by a unilateral and written act of the SENATE, in the cases listed in items I to XII and XVII of article 78 of Law No. 8,666/1993;

II – by mutual agreement between the parties, reduced to writing in the bidding process, provided it is convenient for the SENATE; or

III – judicially, under the terms of the legislation.

PARAGRAPH THREE – Administrative termination or termination by mutual agreement must be preceded by written and reasoned authorization from the competent authority of the SENATE.

PARAGRAPH FOUR – The cases of contractual termination must be well reasoned in the record of the process, ensuring fair hearing and confrontation.

PARAGRAPH FIVE – The SENATE has the right of administrative termination, pursuant to article 79, item I, of Law No. 8,666/93, applying, where applicable, the provisions of paragraphs 1 and 2 of the same article, as well as of article 80 of that law.

CLAUSE FOURTEEN - TERM OF CONTRACT

This contract will be in force for 12 (twelve) consecutive months, counting from the date of its signature, and may be extended for equal periods, up to a limit of 60 (sixty) months, at the discretion of the parties and by means of an amendment, subject to Article 57, II, of Law No. 8,666/93.

PARAGRAPH ONE – If the parties are not interested in the extension of this contract, they must express their will at least 90 (ninety) days before the end of the contractual term.

PARAGRAPH TWO – Any extension of term must be justified in writing and previously authorized by the competent authority.

PARAGRAPH THREE – The CONTRACTOR shall, within 60 (sixty) days from the end of the contract, present proof of release of all severance debts due to its employees, in accordance with the requirements of item XXVI of Clause Two and Paragraph Five of Clause Six.

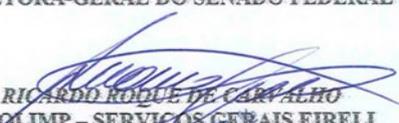
CLAUSE FIFTEEN - JURISDICTION

The forum of the Federal Court in the Federal District is elected, to the exclusion of any other, to settle issues arising from the fulfillment of this contract.

Thus agreed, they sign this instrument in two copies of equal content and form, in the presence of the witnesses designated below, who also sign it.

Brasília-DF, May 2, 2017.

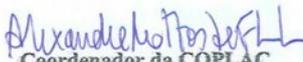

ILANA TROMBKA
DIRETORA-GERAL DO SENADO FEDERAL


RICARDO ROQUE DE CARVALHO
ECOLIMP – SERVIÇOS GERAIS EIRELI

Ecolump Serviços Gerais Ltda.
CNPJ: 39.750.831/0001-16
Ricardo Roque de Carvalho
CPF: 854.839.857-81

Testemunhas:


Rodrigo Galha
Diretor da SADCONE


Alexandre Torres
Coordenador da COPLAC

Company ECOLIMP SERVIÇOS GERAIS EIRELI
 CNPJ 39.750.831/0001-16
 Bid Date 04/12/2017

GROUP 1				
ITEM	WORK POSITIONS	QTY	COMPANY BID	
			MONTHLY UNIT PRICE	TOTAL MONTHLY PRICE
1	HEAVY VEHICLE DRIVER (COMMON - 5 AM TO 10 PM)	42	R\$ 5.098,51	R\$ 214.137,42
2	HEAVY VEHICLE DRIVER (COMMON - 2 PM TO 11 PM)	2	R\$ 5.191,90	R\$ 10.383,80
3	HEAVY VEHICLE DRIVER (COMMON - 3 PM TO 12 PM)	1	R\$ 5.285,09	R\$ 5.285,09
4	HEAVY VEHICLE DRIVER (DAY WORK SCHEDULE - 12X36)	4	R\$ 4.627,82	R\$ 18.511,28
5	HEAVY VEHICLE DRIVER (NIGHT WORK SCHEDULE - 12X36)	6	R\$ 5.326,76	R\$ 31.960,56
6	AMBULANCE DRIVER (5 AM TO 10 PM)	4	R\$ 5.465,15	R\$ 21.860,60
7	AMBULANCE DRIVER (3 PM TO 12 PM)	1	R\$ 5.668,27	R\$ 5.668,27
8	ATTENDANT	3	R\$ 3.101,04	R\$ 9.303,12
9	HELPER	12	R\$ 2.959,81	R\$ 35.517,72
10	SUPERVISOR (5:30 AM to 2:30 PM)	1	R\$ 8.413,66	R\$ 8.413,66
11	SUPERVISOR (3 PM to 12 AM)	1	R\$ 8.812,22	R\$ 8.812,22
	MONTHLY TOTAL	77		R\$ 369.853,74
	ANNUAL TOTAL			R\$ 4.438.244,88

R\$ = BRL

Company ECOLIMP SERVIÇOS GERAIS EIRELI
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COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	HEAVY VEHICLE DRIVER (COMMON - 5 AM TO 10 PM)		
	Percentages	BID VALUE	
MODULE 1 - REMUNERATION BREAKDOWN:			
Base Salary			2,085.05
Night-Shift Premium			
Premium for Dangerous Work			-
Overtime Premium			
Night-Shift Premium On Overtime			
Superior Labor Court - TST Precedent 444			
TOTAL REMUNERATION			BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
Transportation Allowance			264.90
Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9,			575.12
Health Care			
Life insurance, disability and funeral compensation			
Guarantee Fund for Length of Service - FGTS			-
TOTAL MONTHLY AND DAILY BENEFITS			840.02
MODULE 3- MISCELLANEOUS			
Miscellaneous			
Uniforms			45.67
PPEs and Tools			
First Aid Kit			
Equipment and Guard Tour and Communication			
TOTAL MISCELLANEOUS WORK MATERIALS:			45.67
MODULE 4 - SOCIAL AND LABOR CHARGES			
4.1. SOCIAL SECURITY AND FGTS	Percentages	VALUES	
Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%		417.01
SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%		31.28
SENAI or SENAC (Decree No. 2,318/86)	1.00%		20.85
National Institute for Agrarian Reform - INCRA (Article 1, I, Decree-Law 1146/70 and Law 7787, of 06/30/89)	0.20%		4.17
Education Allowance article 3, Item I, Decree No. 87,043/82)	2.50%		52.13
FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%		166.80
Occupational Accident Risk/RAT/INSS (item II, B, Law 8212/91 and Annex V, Decree 6042/08) (3.00%*x0.50)	1.50%		31.28
Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%		12.51
rounding off			0.01
TOTAL:	35.30%		736.02
4.2 Thirteenth SALARY	Percentages	VALUES	
Thirteenth Salary	8.33%		173.68
Incidence of 4.1. on the thirteenth salary	Subtotal		173.68
rounding off	2.94%		61.31
TOTAL:	11.27%		235.00
4.3. MATERNITY LEAVE	Percentages	VALUES	
Maternity leave	0.0200%		0.42
Incidence of 4.1. on maternity leave	Subtotal		0.21
rounding off	0.0100%		0.21
TOTAL:	0.03%		0.63
4.4. PROVISION FOR SEVERANCE	Percentages	VALUES	
Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%		8.76
Incidence of FGTS on the compensated notice of termination	Subtotal		0.70
Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%		4.17
Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%		38.52
Incidence of 4.1. on the Notice of Termination Worked	Subtotal		13.55
Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%		79.23
rounding off			
TOTAL:	6.95%		144.93
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL	Percentages	VALUES	
Vacation	8.3300%		173.68
Vacation Premium	2.7800%		57.96
Sick pay (articles 59 to 64, Law 8.213/91, article 18, Law No. 8.212/91 and article 476, CLT)	0.3900%		8.13
Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%		0.43
Legal absence (article 473 and 83, CLT)	0.2800%		5.84
Occupational Accident (articles 19 to 23, Law 8.213/91, article 473, CLT and Law No. 6.367/76)	0.0300%		0.63
Others	0.0000%		-
Subtotal	11.8308%		246.68
Incidence of 4.1. on Replacement Cost	Subtotal		87.08
rounding off	4.1763%		87.08
TOTAL:	16.01%		333.76
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4			
4.1	SOCIAL SECURITY AND FGTS	35.3000%	736.02
4.2	13th SALARY AND VACATION PREMIUM	11.2705%	235.00
4.3	MATERNITY LEAVE	0.0300%	0.63
4.4	PROVISION FOR SEVERANCE	6.9508%	144.93
4.5	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	333.76
	TOTAL:	69.5584%	1,450.34
TOTAL I (MODULES: 1+2+3+4)			
BRL			
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT			
5		Percentages	VALUES
T	Administration Fee (Indirect costs)	3.08002%	136.17
B	TAXES	8.6500%	441.03
B.1	Social Integration Program - PIS	0.65000%	33.14
B.2	Contribution for the Financing of Social Security - COFINS	3.00000%	152.96
B.3	Municipal Taxes - ISS	5.00000%	254.93
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		577.20
C	PROFIT	2.20001%	100.26
			(0.02)
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	677.44
(professional category)		Quantity	VALUES
		1	5,098.51

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COST BREAKDOWN

CCT	CCT 2016/2017 SITRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	HEAVY VEHICLE DRIVER (COMMON - 2 PM TO 11 PM)		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		2,085.05
	Night-Shift Premium	20.00%	47.66
	Premium for Dangerous Work		-
	Overtime Premium		-
	Night-Shift Premium On Overtime		-
	Superior Labor Court - TST Precedent 444		-
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		264.90
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9,		575.12
	Health Care		-
	Life insurance, disability and funeral compensation		-
	Guarantee Fund for Length of Service - FGTS		-
	TOTAL MONTHLY AND DAILY BENEFITS		840.02
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		45.84
	PPEs and Tools		-
	First Aid Kit		-
	Equipment and Guard Tour and Communication		-
	TOTAL MISCELLANEOUS WORK MATERIALS:		45.84
MODULE 4 - SOCIAL AND LABOR CHARGES		Percentages	VALUES
4.1. SOCIAL SECURITY AND FGTS			
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	426.54
	SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	31.99
	SENAI or SENAC (Decree No. 2,318/86)	1.00%	21.33
	National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1146/70 and Law 7787, of 06/30/89)	0.20%	4.27
	Education Allowance (article 3, item I, Decree No. 87,043/82)	2.50%	53.32
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	170.62
	Occupational Accident Risk/RAT/INSS (item II.B, Law 8212/91 and Annex V, Decree 6042/08) (3.00%x0.50)	1.50%	31.99
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	12.80
	rounding off		0.01
	TOTAL:	35.30%	752.85
4.2 Thirteenth SALARY			
	Thirteenth Salary	8.33%	177.65
	Subtotal	8.33%	177.65
	Incidence of 4.1. on the thirteenth salary	2.94%	62.71
	rounding off		0.01
	TOTAL:	11.27%	240.37
4.3. MATERNITY LEAVE			
	Maternity leave	0.0200%	0.43
	Incidence of 4.1. on maternity leave	0.0100%	0.21
	rounding off		-
	TOTAL:	0.03%	0.64
4.4. PROVISION FOR SEVERANCE			
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	8.96
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.72
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	4.27
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	39.40
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	13.86
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	81.04
	rounding off		0.01
	TOTAL:	6.95%	148.24
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL			
	Vacation	8.3300%	177.65
	Vacation Premium	2.7800%	59.29
	Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)	0.3900%	8.32
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.44
	Legal absence (article 473 and 83, CLT)	0.2800%	5.97
	Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	0.64
	Others	0.0000%	-
	Subtotal	11.8308%	252.32
	Incidence of 4.1. on Replacement Cost	4.1763%	89.07
	rounding off		-
	TOTAL:	16.01%	341.39
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4	SOCIAL SECURITY AND FGTS	35.3000%	752.85
4.1	13th SALARY AND VACATION PREMIUM	11.2705%	240.37
4.2	MATERNITY LEAVE	0.0300%	0.64
4.3	PROVISION FOR SEVERANCE	6.9508%	148.24
4.4	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	341.39
4.5	TOTAL:	69.5584%	1,483.49
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.07992%	138.66
B	TAXES	8.6500%	449.11
B.1	Social Integration Program - PIS	0.6500%	33.75
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	155.76
B.3	Municipal Taxes - ISS	5.0000%	259.60
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		587.77
C	PROFIT	2.20009%	102.10
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	689.85
(professional category)		Quantity	VALUES
	1	1	5,191.90

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COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	HEAVY VEHICLE DRIVER (COMMON - 3 PM TO 12 PM)		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		2,085.05
	Night-Shift Premium	20.00%	95.32
	Premium for Dangerous Work		-
	Overtime Premium		-
	Night-Shift Premium On Overtime		-
	Superior Labor Court - TST Precedent 444		-
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		264.90
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9.		575.12
	Health Care		-
	Life insurance, disability and funeral compensation		-
	Guarantee Fund for Length of Service - FGTS		-
	TOTAL MONTHLY AND DAILY BENEFITS		840.02
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		45.84
	PPEs and Tools		-
	First Aid Kit		-
	Equipment and Guard Tour and Communication		-
	TOTAL MISCELLANEOUS WORK MATERIALS:		45.84
MODULE 4 - SOCIAL AND LABOR CHARGES			
4.1. SOCIAL SECURITY AND FGTS		Percentages	VALUES
	Social Security Institute - INSS (article 22, item I, Law No. 8.212/91)	20.00%	436.07
	SESI or SESC (Article 30, Law No. 8.036/90 and Article 1, Law 8,154/90)	1.50%	32.71
	SENAI or SENAC (Decreto No. 2.318/86)	1.00%	21.80
	National Institute for Agrarian Reform - INCRA (Article 1, I, Decree-Law 1146/70 and Law 7787, of 06/30/89)	0.20%	4.36
	Education Allowance (article 3, item I, Decree No. 87.043/82)	2.50%	54.51
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8.036/90)	8.00%	174.43
	Occupational Accident Risk/RAT/INSS (item II, B, Law 8212/91 and Annex V, Decree 6042/08) (3.00%*x0.50)	1.50%	32.71
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law rounding off	0.60%	13.08
	TOTAL:	35.30%	769.67
4.2 Thirteenth SALARY		Percentages	VALUES
	Thirteenth Salary	8.33%	181.62
	Incidence of 4.1. on the thirteenth salary	8.33%	181.62
	rounding off	2.94%	64.11
	TOTAL:	11.27%	245.74
4.3. MATERNITY LEAVE		Percentages	VALUES
	Maternity leave	0.0200%	0.44
	Incidence of 4.1. on maternity leave	0.0100%	0.22
	rounding off		0.01
	TOTAL:	0.03%	0.65
4.4. PROVISION FOR SEVERANCE		Percentages	VALUES
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	9.16
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.73
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	4.36
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	40.28
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	14.17
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	82.85
	rounding off		-
	TOTAL:	6.95%	151.55
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL		Percentages	VALUES
	Vacation	8.3300%	181.62
	Vacation Premium	2.7800%	60.61
	Sick pay (articles 59 to 64, Law 8.213/91, article 18, Law No. 8.212/91 and article 476, CLT)	0.3900%	8.50
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.45
	Legal absence (article 473 and 83, CLT)	0.2800%	6.11
	Occupational Accident (articles 19 to 23, Law 8.213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	0.65
	Others	0.0000%	-
	Subtotal	11.8308%	257.96
	Incidence of 4.1. on Replacement Cost	4.1763%	91.06
	rounding off		0.01
	TOTAL:	16.01%	349.01
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4			
4.1.	SOCIAL SECURITY AND FGTS	35.3000%	769.67
4.2.	13th SALARY AND VACATION PREMIUM	11.2705%	245.74
4.3.	MATERNITY LEAVE	0.0300%	0.65
4.4.	PROVISION FOR SEVERANCE	6.9508%	151.55
4.5.	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	349.01
	TOTAL:	69.5584%	1,516.62
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.07996%	141.15
B	TAXES	8.6500%	457.15
B.1	Social Integration Program - PIS	0.6500%	34.35
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	158.55
B.3	Municipal Taxes - ISS	5.0000%	264.25
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		598.30
C	PROFIT	2.20004%	103.93
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	702.23
(professional category)		Quantity	VALUES
	1 POSITION	1	5,285.09

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COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	HEAVY VEHICLE DRIVER (DAY WORK SCHEDULE - 12X36)		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		2,085.05
	Night-Shift Premium		
	Premium for Dangerous Work		-
	Overtime Premium		
	Night-Shift Premium On Overtime		
	Superior Labor Court - TST Precedent 444		
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		99.90
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9,		331.80
	Health Care		
	Life insurance, disability and funeral compensation		
	Guarantee Fund for Length of Service - FGTS		
	TOTAL MONTHLY AND DAILY BENEFITS		431.70
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		45.84
	PPEs and Tools		
	First Aid Kit		
	Equipment and Guard Tour and Communication		
	TOTAL MISCELLANEOUS WORK MATERIALS:		45.84
MODULE 4 - SOCIAL AND LABOR CHARGES			
4.1. SOCIAL SECURITY AND FGTS		Percentages	VALUES
	Social Security Institute - INSS (article 22, item I, Law No. 8.212/91)	20.00%	417.01
	SESI or SESC (Article 30, Law No. 8.036/90 and Article 1, Law 8,154/90)	1.50%	31.28
	SENAI or SENAC (Decree No. 2.318/96)	1.00%	20.85
	National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1146/70 and Law 7787, of 06/30/89)	0.20%	4.17
	Education Allowance (article 3, item I, Decree No. 87,043/82)	2.50%	52.13
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8.036/90)	8.00%	166.80
	Occupational Accident Risk/RATINSS (Item II.B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% x0.50)	1.50%	31.28
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	12.51
	rounding off		0.01
	TOTAL:	35.30%	736.02
4.2 Thirteenth SALARY		Percentages	VALUES
	Thirteenth Salary	8.33%	173.68
	Subtotal	8.33%	173.68
	Incidence of 4.1. on the thirteenth salary	2.94%	61.31
	rounding off		0.01
	TOTAL:	11.27%	235.00
4.3. MATERNITY LEAVE		Percentages	VALUES
	Maternity leave	0.0200%	0.42
	Incidence of 4.1. on maternity leave	0.0100%	0.21
	rounding off		
	TOTAL:	0.03%	0.63
4.4. PROVISION FOR SEVERANCE		Percentages	VALUES
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	8.76
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.70
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	4.17
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	38.52
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	13.55
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	79.23
	rounding off		144.93
	TOTAL:	6.95%	144.93
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL		Percentages	VALUES
	Vacation	8.3300%	173.68
	Vacation Premium	2.7800%	57.96
	Sick pay (articles 59 to 64, Law 8.213/91, article 18, Law No. 8.212/91 and article 476, CLT)	0.3900%	8.13
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.43
	Legal absence (article 473 and 83, CLT)	0.2800%	5.84
	Occupational Accident (articles 19 to 23, Law 8.213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	0.63
	Others	0.0000%	-
	Subtotal	11.8308%	246.68
	Incidence of 4.1. on Replacement Cost	4.1763%	87.08
	rounding off		
	TOTAL:	16.01%	333.76
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4			
4.1.	SOCIAL SECURITY AND FGTS	35.3000%	736.02
4.2.	13th SALARY AND VACATION PREMIUM	11.2705%	235.00
4.3.	MATERNITY LEAVE	0.0300%	0.63
4.4.	PROVISION FOR SEVERANCE	6.9508%	144.93
4.5.	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	333.76
	TOTAL:	69.5584%	1,450.34
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.08004%	123.60
B	TAXES	8.6500%	400.30
B.1	Social Integration Program - PIS	0.6500%	30.08
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	138.83
B.3	Municipal Taxes - ISS	5.0000%	231.39
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		523.90
C	PROFIT	2.19991%	91.00
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	614.88
(professional category)		Quantity	VALUES
	1	1	4,627.82

Company: ECOLIMP SERVIÇOS GERAIS EIRELI
 CNPJ: 39,750,831/0001-16
 Bid Date 04/12/2017

COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	HEAVY VEHICLE DRIVER (NIGHT WORK SCHEDULE - 12X36)		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		2,085.05
	Night-Shift Premium	20.00%	357.44
	Premium for Dangerous Work		-
	Overtime Premium		-
	Night-Shift Premium On Overtime		-
	Superior Labor Court - TST Precedent 444		-
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		99.90
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9.		331.80
	Health Care		-
	Life insurance, disability and funeral compensation		-
	Guarantee Fund for Length of Service - FGTS		-
	TOTAL MONTHLY AND DAILY BENEFITS		431.70
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		45.84
	PPEs and Tools		-
	First Aid Kit		-
	Equipment and Guard Tour and Communication		-
	TOTAL MISCELLANEOUS WORK MATERIALS:		45.84
MODULE 4 - SOCIAL AND LABOR CHARGES		Percentages	VALUES
4.1. SOCIAL SECURITY AND FGTS			
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	488.50
	SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	36.64
	SENAI or SENAC (Decree No. 2,318/86)	1.00%	24.42
	National Institute for Agrarian Reform - INCRA (Article 1, I, Decree-Law 1148/70 and Law 7787, of 06/30/89)	0.20%	4.88
	Education Allowance (article 3, item I, Decree No. 87,043/82)	2.50%	61.08
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	195.40
	Occupational Accident Risk/RAT/INSS (item II.B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% \times 0.50)	1.50%	36.64
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	14.65
	rounding off		0.01
	TOTAL:	35.30%	862.20
4.2 Thirteenth SALARY			
	Thirteenth Salary	8.33%	203.46
	Incidence of 4.1. on the thirteenth salary	Subtotal	203.46
	rounding off	2.94%	71.82
	TOTAL:	11.27%	275.28
4.3. MATERNITY LEAVE			
	Maternity leave	0.0200%	0.49
	Incidence of 4.1. on maternity leave	0.0100%	0.24
	rounding off		-
	TOTAL:	0.03%	0.73
4.4. PROVISION FOR SEVERANCE			
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	10.26
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.82
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	4.88
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	45.12
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	15.88
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	92.81
	rounding off		-
	TOTAL:	6.95%	169.77
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL			
	Vacation	8.3300%	203.46
	Vacation Premium	2.7800%	67.90
	Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)	0.3900%	9.53
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.51
	Legal absence (article 473 and 83, CLT)	0.2800%	6.84
	Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	0.73
	Others	0.0000%	-
	Subtotal	11.8308%	288.97
	Incidence of 4.1. on Replacement Cost	4.1760%	102.00
	rounding off		-
	TOTAL:	16.01%	390.97
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
MODULE 4 (LABOR CHARGES)		Percentages	VALUES
4	SOCIAL SECURITY AND FGTS	35.3000%	862.20
4.1	13th SALARY AND VACATION PREMIUM	11.2705%	275.28
4.2	MATERNITY LEAVE	0.0300%	0.73
4.3	PROVISION FOR SEVERANCE	6.9508%	169.77
4.4	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0068%	390.97
4.5	TOTAL:	69.5581%	1,698.95
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5	Administration Fee (Indirect costs)	3.07990%	142.26
T	TAXES	8.6500%	460.76
B	Social Integration Program - PIS	0.6500%	34.62
B.1	Contribution for the Financing of Social Security - COFINS	3.0000%	159.80
B.2	Municipal Taxes - ISS	5.0000%	266.34
B.3	Other Taxes (INSS Law 12546/2011)		-
B.4	Subtotal	2.20006%	603.02
C	PROFIT	2.20006%	104.75
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	707.78
(professional category)		Quantity	VALUES
		1	5,326.76

Company : ECOLIMP SERVIÇOS GERAIS EIRELI
 CNPJ: 39,750,831/0001-16
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COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	AMBULANCE DRIVER (5 AM TO 10 PM)		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		2,085.05
	Night-Shift Premium		
	Premium for Unhealthy Work (average degree) MP = BRL 937,00	20.00%	187.40
	Overtime Premium		
	Night-Shift Premium On Overtime		
	Superior Labor Court - TST Precedent 444		
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		264.90
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9,		575.12
	Health Care		
	Life insurance, disability and funeral compensation		
	Guarantee Fund for Length of Service - FGTS		
	TOTAL MONTHLY AND DAILY BENEFITS		840.02
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		45.84
	PPEs and Tools		
	First Aid Kit		
	Equipment and Guard Tour and Communication		
	TOTAL MISCELLANEOUS WORK MATERIALS:		45.84
MODULE 4 - SOCIAL AND LABOR CHARGES		Percentages	VALUES
4.1. SOCIAL SECURITY AND FGTS			
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	454.49
	SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	34.09
	SENAI or SENAC (Decree No. 2,318/86)	1.90%	22.72
	National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1146/70 and Law 7787, of 08/30/89)	0.20%	4.54
	Education Allowance (article 3, item I, Decree No. 87,043/82)	2.50%	56.81
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	181.80
	Occupational Accident Risk/RATINSS (item II, B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% \times 0.50)	1.50%	34.09
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	13.63
	rounding off		
	TOTAL:	35.30%	802.17
4.2 Thirteenth SALARY			
	Thirteenth Salary	8.33%	189.30
	Incidence of 4.1. on the thirteenth salary	8.33%	189.30
	rounding off	2.94%	66.82
	TOTAL:	11.27%	256.12
4.3. MATERNITY LEAVE			
	Maternity leave	0.0200%	0.45
	Incidence of 4.1. on maternity leave	0.0100%	0.23
	rounding off		
	TOTAL:	0.03%	0.68
4.4. PROVISION FOR SEVERANCE			
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	9.54
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.76
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	4.54
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	41.98
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	14.77
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	86.35
	rounding off		
	TOTAL:	6.95%	157.94
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL			
	Vacation	8.3300%	189.30
	Vacation Premium	2.7800%	63.17
	Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)	0.3900%	8.86
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.47
	Legal absence (article 473 and 83, CLT)	0.2800%	6.36
	Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6,367/76)	0.0300%	0.68
	Others	0.0000%	-
	Subtotal	11.8308%	268.85
	Incidence of 4.1. on Replacement Cost	4.1763%	94.90
	rounding off		
	TOTAL:	16.01%	363.75
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4	SOCIAL SECURITY AND FGTS	35.3000%	802.17
4.1	13th SALARY AND VACATION PREMIUM	11.2705%	256.12
4.2	MATERNITY LEAVE	0.0300%	0.68
4.3	PROVISION FOR SEVERANCE	6.9508%	157.94
4.4	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	363.75
4.5	TOTAL:	69.5584%	1,580.65
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.07999%	145.96
B	TAXES	8.6500%	472.73
B.1	Social Integration Program - PIS	0.6500%	35.52
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	163.95
B.3	Municipal Taxes - ISS	5.0000%	273.26
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		618.69
C	PROFIT	2.20003%	107.47
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	726.18
(professional category)		Quantity	VALUES
		1	5,465.15

Company: ECOLIMP SERVIÇOS GERAIS EIRELI
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COST BREAKDOWN

CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016			
AMBULANCE DRIVER (3 PM TO 12 PM)			
CCT		Percentages	BID VALUE
CATEGORY			
MODULE 1 - REMUNERATION BREAKDOWN:			
	Base Salary		2,085.05
	Night-Shift Premium	20.00%	103.88
	Premium for Unhealthy Work (average degree) MP = BRL 937.00	20.00%	187.40
	Overtime Premium		
	Night-Shift Premium On Overtime		
	Superior Labor Court - TST Precedent 444		
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		264.90
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9.		575.12
	Health Care		
	Life insurance, disability and funeral compensation		
	Guarantee Fund for Length of Service - FGTS		
	TOTAL MONTHLY AND DAILY BENEFITS		840.02
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		45.84
	PPEs and Tools		
	First Aid Kit		
	Equipment and Guard Tour and Communication		
	TOTAL MISCELLANEOUS WORK MATERIALS:		45.84
MODULE 4 - SOCIAL AND LABOR CHARGES			
4.1. SOCIAL SECURITY AND FGTS		Percentages	VALUES
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	475.27
	SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	35.64
	SENAI or SENAC (Decree No. 2,318/86)	1.00%	23.76
	National Institute for Agrarian Reform - INCRA (Article 1, I Decree-Law 1148/70 and Law 7787, of 06/30/89)	0.20%	4.75
	Education Allowance article 3, Item I, Decree No. 87,043/82)	2.50%	59.41
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	190.11
	Occupational Accident Risk/RAT/INSS (item II.B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% \times 0.50)	1.50%	35.64
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	14.26
	rounding off		
	TOTAL:	35.30%	838.84
4.2 Thirteenth SALARY		Percentages	VALUES
	Thirteenth Salary	8.33%	197.95
	Incidence of 4.1. on the thirteenth salary	Subtotal	197.95
	rounding off	2.94%	69.88
	rounding off		0.01
	TOTAL:	11.27%	267.82
4.3. MATERNITY LEAVE		Percentages	VALUES
	Maternity leave	0.0200%	0.48
	Incidence of 4.1. on maternity leave	rounding off	0.24
	rounding off		0.01
	TOTAL:	0.03%	0.71
4.4. PROVISION FOR SEVERANCE		Percentages	VALUES
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	9.98
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.80
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	4.75
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8470%	43.89
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	15.45
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	90.30
	rounding off		
	TOTAL:	6.95%	165.17
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL		Percentages	VALUES
	Vacation	8.3300%	197.95
	Vacation Premium	2.7800%	66.06
	Sick pay (articles 59 to 64, Law 8.213/91 article 18, Law No. 8.212/91 and article 476, CLT)	0.3900%	9.27
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.50
	Legal absence (article 473 and 83, CLT)	0.2800%	6.65
	Occupational Accident (articles 19 to 23, Law 8.213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	0.71
	Others	0.0000%	-
	Subtotal	11.8308%	281.14
	Incidence of 4.1. on Replacement Cost	rounding off	99.24
	rounding off		4.1763%
	TOTAL:	16.01%	380.38
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4			
4.1.	SOCIAL SECURITY AND FGTS	35.3000%	838.84
4.2.	13th SALARY AND VACATION PREMIUM	11.2705%	267.82
4.3.	MATERNITY LEAVE	0.0300%	0.71
4.4.	PROVISION FOR SEVERANCE	6.9506%	165.17
4.5.	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	380.38
	TOTAL:	69.5582%	1,652.92
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT			
5		Percentages	VALUES
T	Administration Fee (Indirect costs)	3.07989%	151.38
B	TAXES	8.6500%	490.30
B.1	Social Integration Program - PIS	0.6500%	36.84
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	170.05
B.3	Municipal Taxes - ISS	5.0000%	283.41
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		641.68
C	PROFIT	2.19995%	111.46
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	0.02
			753.16
(professional category)		Quantity	VALUES
	1 POSITION	1	5,668.27

Company: ECOLIMP SERVIÇOS GERAIS EIRELI
 CNPJ 39,750,831/0001-16
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COST BREAKDOWN

CCT		CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016	
CATEGORY	ATTENDANT		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		1,087.48
	Night-Shift Premium		
	Premium for Dangerous Work		
	Overtime Premium		
	Night-Shift Premium On Overtime		
	Superior Labor Court - TST Precedent 444		
TOTAL REMUNERATION			BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		264.75
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9.		486.64
	Health Care		
	Life insurance, disability and funeral compensation		
	Guarantee Fund for Length of Service - FGTS		
TOTAL MONTHLY AND DAILY BENEFITS			751.39
MODULE 3- MISCELLANEOUS			
Miscellaneous			
	Uniforms		93.70
	PPEs and Tools		
	First Aid Kit		
	Equipment and Guard Tour and Communication		
TOTAL MISCELLANEOUS WORK MATERIALS:			93.70
MODULE 4 - SOCIAL AND LABOR CHARGES		Percentages	VALUES
4.1. SOCIAL SECURITY AND FGTS			
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	217.50
	SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	16.31
	SENAI or SENAC (Decree No. 2,318/86)	1.00%	10.87
	National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1146/70 and Law 7787, of 06/30/89)	0.20%	2.17
	Education Allowance (article 3, item I, Decree No. 87,043/82)	2.50%	27.19
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	87.00
	Occupational Accident Risk/RAT/INSS (item II, B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% x 0.50)	1.50%	16.31
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	6.52
	rounding off		0.01
	TOTAL:	35.30%	383.88
4.2 Thirteenth SALARY			
	Thirteenth Salary	8.33%	90.59
	Subtotal	8.33%	90.59
	Incidence of 4.1. on the thirteenth salary	2.94%	31.98
	rounding off		0.01
	TOTAL:	11.27%	122.56
4.3. MATERNITY LEAVE			
	Maternity leave	0.0200%	0.22
	Incidence of 4.1. on maternity leave	0.0100%	0.11
	rounding off		
	TOTAL:	0.03%	0.33
4.4. PROVISION FOR SEVERANCE			
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	4.57
	Incidence of FGTS on the compensated notice of termination	0.0336%	0.37
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	2.17
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	20.09
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	7.07
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	41.32
	rounding off		
	TOTAL:	6.95%	75.59
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL			
	Vacation	8.3300%	90.59
	Vacation Premium	2.7800%	30.23
	Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)	0.3900%	4.24
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.23
	Legal absence (article 473 and 83, CLT)	0.2800%	3.04
	Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6,367/76)	0.0330%	0.36
	Others	0.0000%	-
	Subtotal	11.8300%	128.65
	Incidence of 4.1. on Replacement Cost	4.1760%	45.41
	rounding off		0.01
	TOTAL:	16.01%	174.07
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
MODULE 4 (LABOR CHARGES)			
4	SOCIAL SECURITY AND FGTS	35.3000%	383.88
4.1.	13th SALARY AND VACATION PREMIUM	11.2705%	122.56
4.2.	MATERNITY LEAVE	0.0300%	0.33
4.3.	PROVISION FOR SEVERANCE	6.9508%	75.59
4.4.	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0060%	174.07
4.5.	TOTAL:	69.5573%	756.43
TOTAL1 (MODULES: 1+2+3+4)			BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.07996%	82.82
B	TAXES	8.6500%	268.24
B.1	Social Integration Program - PIS	0.6500%	20.16
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	93.03
B.3	Municipal Taxes - ISS	5.0000%	155.05
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		351.06
C	PROFIT	2.20000%	60.98
TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)		13.93%	412.04
(professional category)		Quantity	VALUES
		1	3,101.04

Company: ECOLIMP SERVIÇOS GERAIS EIRELI
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COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	HELPER		
	Percentages	BID VALUE	
MODULE 1 - REMUNERATION BREAKDOWN:			
Base Salary			1,052.20
Night-Shift Premium			
Premium for Dangerous Work			-
Overtime Premium			
Night-Shift Premium On Overtime			
Superior Labor Court - TST Precedent 444			
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
Transportation Allowance			266.87
Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9.			486.64
Health Care			
Life insurance, disability and funeral compensation			-
Guarantee Fund for Length of Service - FGTS			
	TOTAL MONTHLY AND DAILY BENEFITS		753.51
MODULE 3 - MISCELLANEOUS WORK MATERIALS			
	Miscellaneous		
Uniforms			28.93
PPEs and Tools			
First Aid Kit			
Equipment and Guard Tour and Communication			
	TOTAL MISCELLANEOUS WORK MATERIALS:		28.93
MODULE 4 - SOCIAL AND LABOR CHARGES			
4.1. SOCIAL SECURITY AND FGTS		Percentages	VALUES
Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)		20.00%	210.44
SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)		1.50%	15.78
SENAI or SENAC (Decree No. 2,318/86)		1.00%	10.52
National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1146/70 and Law 7787, of 06/30/89)		0.20%	2.10
Education Allowance article 3, item I, Decree No. 87,043/82)		2.50%	26.31
FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)		8.00%	84.18
Occupational Accident Risk/RAT/INSS (item II.B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% x 0.50)		1.50%	15.78
Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law		0.60%	6.31
rounding off			0.01
	TOTAL:	35.30%	371.43
4.2 Thirteenth SALARY		Percentages	VALUES
Thirteenth Salary		8.33%	87.65
Incidence of 4.1. on the thirteenth salary		8.33%	87.65
rounding off		2.94%	30.94
	TOTAL:	11.27%	118.59
4.3. MATERNITY LEAVE		Percentages	VALUES
Maternity leave		0.0200%	0.21
Incidence of 4.1. on maternity leave		0.0100%	0.11
rounding off			
	TOTAL:	0.03%	0.32
4.4. PROVISION FOR SEVERANCE		Percentages	VALUES
Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)		0.4200%	4.42
Incidence of FGTS on the compensated notice of termination		0.0336%	0.35
Penalty of FGTS and Social Contribution of the Compensated Notice of Termination		0.2000%	2.10
Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)		1.8472%	19.44
Incidence of 4.1. on the Notice of Termination Worked		0.6500%	6.84
Penalty of FGTS and Social Contribution of the Notice of Termination Worked		3.8000%	39.98
rounding off			
	TOTAL:	6.95%	73.13
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL		Percentages	VALUES
Vacation		8.3300%	87.65
Vacation Premium		2.7800%	29.25
Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)		0.3900%	4.10
Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)		0.0208%	0.22
Legal absence (article 473 and 83, CLT)		0.2800%	2.95
Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6.367/76)		0.0300%	0.32
Others		0.0000%	-
	Subtotal	11.8300%	124.48
Incidence of 4.1. on Replacement Cost		4.1760%	43.94
rounding off			0.01
	TOTAL:	16.01%	168.43
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
	MODULE 4 (LABOR CHARGES)		
4			
4.1.	SOCIAL SECURITY AND FGTS	35.3000%	371.43
4.2.	13th SALARY AND VACATION PREMIUM	11.2705%	118.59
4.3.	MATERNITY LEAVE	0.0300%	0.32
4.4.	PROVISION FOR SEVERANCE	6.9508%	73.13
4.5.	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0060%	168.43
	TOTAL:	69.5573%	731.90
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT			
		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.08002%	79.05
B	TAXES	8.6500%	256.02
B.1	Social Integration Program - PIS	0.65000%	19.24
B.2	Contribution for the Financing of Social Security - COFINS	3.00000%	88.79
B.3	Municipal Taxes - ISS	5.00000%	147.99
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		335.07
C	PROFIT	2.19989%	58.20
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	393.27
(professional category)		Quantity	VALUES
	1	1	2,959.81

Program of Assistance to Women in Situations of Economic Vulnerability as a Result of Domestic and Family Violence

Company: ECOLIMP SERVIÇOS GERAIS EIRELI
 CNPJ 39,750,831/0001-16
 Bid Date 04/12/2017

COST BREAKDOWN

CCT		CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016	
CATEGORY		SUPERVISOR (5:30 AM to 2:30 PM)	
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		3,838.70
	Night-Shift Premium		
	Premium for Dangerous Work		
	Overtime Premium		
	Night-Shift Premium On Overtime		
	Superior Labor Court - TST Precedent 444		
TOTAL REMUNERATION			BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		159.68
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9,		575.12
	Health Care		
	Life insurance, disability and funeral compensation		
	Guarantee Fund for Length of Service - FGTS		
TOTAL MONTHLY AND DAILY BENEFITS			734.80
MODULE 3- MISCELLANEOUS WORK MATERIALS			
Miscellaneous			
	Uniforms		52.10
	PPEs and Tools		
	First Aid Kit		
	Equipment and Guard Tour and Communication		
TOTAL MISCELLANEOUS WORK MATERIALS:			52.10
MODULE 4 - SOCIAL AND LABOR CHARGES			
4.1. SOCIAL SECURITY AND FGTS		Percentages	VALUES
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	767.74
	SEST or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	57.58
	SENAI or SENAC (Decree No. 2,318/86)	1.00%	38.39
	National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1148/70 and Law 7787, of 08/30/89)	0.20%	7.68
	Education Allowance (article 3, item I, Decree No. 87,043/82)	2.50%	95.97
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	307.10
	Occupational Accident Risk/RATINSS (item II, B, Law 8212/91 and Annex V, Decree 6042/08) (3.00%x0.50)	1.60%	57.58
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	23.03
	rounding off		0.01
TOTAL:		35.30%	1,355.06
4.2 Thirteenth SALARY		Percentages	VALUES
	Thirteenth Salary	8.33%	319.76
	Incidence of 4.1. on the thirteenth salary	8.33%	319.76
	rounding off	2.94%	112.88
TOTAL:		11.27%	432.64
4.3. MATERNITY LEAVE		Percentages	VALUES
	Maternity leave	0.0200%	0.77
	Incidence of 4.1. on maternity leave	0.0100%	0.38
	rounding off		
TOTAL:		0.03%	1.15
4.4. PROVISION FOR SEVERANCE		Percentages	VALUES
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	16.12
	Incidence of FGTS on the compensated notice of termination	0.0336%	1.29
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	7.68
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	70.91
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	24.95
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	145.87
	rounding off		0.01
TOTAL:		6.95%	266.81
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL		Percentages	VALUES
	Vacation	8.3300%	319.76
	Vacation Premium	2.7800%	106.72
	Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)	0.3900%	14.97
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.80
	Legal absence (article 473 and 83, CLT)	0.2800%	10.75
	Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	1.15
	Others	0.0000%	-
	Subtotal	11.8308%	454.15
	Incidence of 4.1. on Replacement Cost	4.1763%	160.31
	rounding off		0.01
TOTAL:		16.01%	614.47
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
MODULE 4 (LABOR CHARGES)			
4	SOCIAL SECURITY AND FGTS	35.3000%	1,355.06
4.1	13th SALARY AND VACATION PREMIUM	11.2705%	432.64
4.2	MATERNITY LEAVE	0.0300%	1.15
4.3	PROVISION FOR SEVERANCE	6.9508%	266.81
4.4	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	614.47
4.5	TOTAL:	69.5584%	2,670.13
TOTAL1 (MODULES: 1+2+3+4)			BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
T	Administration Fee (Indirect costs)	3.08002%	224.71
B	TAXES	8.6500%	727.78
B.1	Social Integration Program - PIS	0.6500%	54.69
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	252.41
B.3	Municipal Taxes - ISS	5.0000%	420.68
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		952.49
C	PROFIT	2.20000%	165.45
TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)		13.93%	1,117.93
(professional category)		Quantity	VALUES
	1 POSITION	1	8,413.66

Company: ECOLIMP SERVIÇOS GERAIS EIRELI
 CNPJ 39,750,831/0001-16
 Bid Date 04/12/2017

COST BREAKDOWN

CCT	CCT 2016/2017 SITTRATER/DF x SINDIBRAS/DF No. DF000462/2016		
CATEGORY	SUPERVISOR (15 PM to 12 PM)		
MODULE 1 - REMUNERATION BREAKDOWN:		Percentages	BID VALUE
	Base Salary		3,838.70
	Night-Shift Premium	20.00%	207.39
	Premium for Dangerous Work		-
	Overtime Premium		-
	Night-Shift Premium On Overtime		-
	Superior Labor Court - TST Precedent 444		-
	TOTAL REMUNERATION		BRL
MODULE 2 - MONTHLY AND DAILY BENEFITS			
	Transportation Allowance		159.68
	Food Allowance (R\$ 24.50 per day worked. There may be a 10% discount. Collective Labor Agreement - CCT, Clause 9.		575.12
	Health Care		-
	Life insurance, disability and funeral compensation		-
	Guarantee Fund for Length of Service - FGTS		-
	TOTAL MONTHLY AND DAILY BENEFITS		734.80
MODULE 3- MISCELLANEOUS			
	Miscellaneous		
	Uniforms		46.05
	PPEs and Tools		-
	First Aid Kit		-
	Equipment and Guard Tour and Communication		-
	TOTAL MISCELLANEOUS WORK MATERIALS:		46.05
MODULE 4 - SOCIAL AND LABOR CHARGES		Percentages	VALUES
4.1. SOCIAL SECURITY AND FGTS			
	Social Security Institute - INSS (article 22, item I, Law No. 8,212/91)	20.00%	809.22
	SESI or SESC (Article 30, Law No. 8,036/90 and Article 1, Law 8,154/90)	1.50%	60.69
	SENAI or SENAC (Decree No. 2,318/86)	1.00%	40.46
	National Institute for Agrarian Reform - INCRA (Article 1, Decree-Law 1146/70 and Law 7787, of 06/30/89)	0.20%	8.03
	Education Allowance (article 3, Item I, Decree No. 87,043/82)	2.50%	101.15
	FGTS (Supplementary Law No. 110/01 and Article 30, Law No. 8,036/90)	8.00%	323.69
	Occupational Accident Risk/RAT/INSS (Item II.B, Law 8212/91 and Annex V, Decree 6042/08) (3.00% \times 0.50)	1.50%	60.69
	Brazilian Micro and Small Business Support Service - SEBRAE (Paragraph 3, article 8, Law 8029/90, amended by Law	0.60%	24.28
	rounding off		
	TOTAL:	35.30%	1,428.27
4.2 Thirteenth SALARY			
	Thirteenth Salary	8.33%	337.04
	Subtotal	8.33%	337.04
	Incidence of 4.1. on the thirteenth salary	2.94%	118.97
	rounding off		
	TOTAL:	11.27%	456.01
4.3. MATERNITY LEAVE			
	Maternity leave	0.0200%	0.81
	Incidence of 4.1. on maternity leave	0.0100%	0.40
	rounding off		
	TOTAL:	0.03%	1.21
4.4. PROVISION FOR SEVERANCE			
	Compensated Notice of Termination (article 7, XXI, CF and 477, 487 and 491, CLT) (2)	0.4200%	16.99
	Incidence of FGTS on the compensated notice of termination	0.0336%	1.36
	Penalty of FGTS and Social Contribution of the Compensated Notice of Termination	0.2000%	8.09
	Notice of Termination Worked (article 7, item XXI, CF and 477, 487 and 491, CLT)	1.8472%	74.74
	Incidence of 4.1. on the Notice of Termination Worked	0.6500%	26.30
	Penalty of FGTS and Social Contribution of the Notice of Termination Worked	3.8000%	153.75
	rounding off		0.01
	TOTAL:	6.95%	281.22
4.5. REPLACEMENT COST OF THE ABSENT PROFESSIONAL			
	Vacation	8.3300%	337.04
	Vacation Premium	2.7800%	112.48
	Sick pay (articles 59 to 64, Law 8,213/91, article 18, Law No. 8,212/91 and article 476, CLT)	0.3900%	15.78
	Paternity leave (article 7, item XIX, CF and 10, Paragraph 1 CLT)	0.0208%	0.84
	Legal absence (article 473 and 83, CLT)	0.2800%	11.33
	Occupational Accident (articles 19 to 23, Law 8,213/91, article 473, CLT and Law No. 6.367/76)	0.0300%	1.21
	Others	0.0000%	-
	Subtotal	11.8308%	478.69
	Incidence of 4.1. on Replacement Cost	4.1763%	168.98
	rounding off		0.01
	TOTAL:	16.01%	647.66
SUMMARY TABLE - MODULE 4 (LABOR CHARGES)			
4	MODULE 4 (LABOR CHARGES)		
4.1.	SOCIAL SECURITY AND FGTS	35.3000%	1,428.27
4.2.	13th SALARY AND VACATION PREMIUM	11.2705%	456.01
4.3.	MATERNITY LEAVE	0.0300%	1.21
4.4.	PROVISION FOR SEVERANCE	6.9508%	281.22
4.5.	REPLACEMENT COST OF THE ABSENT PROFESSIONAL	16.0071%	647.66
	TOTAL:	69.5584%	2,814.37
	TOTAL1 (MODULES: 1+2+3+4)		BRL
MODULE 5 - INDIRECT COSTS, TAXES AND PROFIT		Percentages	VALUES
5			
T	Administration Fee (Indirect costs)	3.07997%	235.35
B	TAXES	8.6500%	762.26
B.1	Social Integration Program - PIS	0.6500%	57.28
B.2	Contribution for the Financing of Social Security - COFINS	3.0000%	264.37
B.3	Municipal Taxes - ISS	5.0000%	440.61
B.4	Other Taxes (INSS Law 12546/2011)		-
	Subtotal		997.61
C	PROFIT	2.20004%	173.29
			0.01
	TOTAL AMOUNT (SUBTOTAL MODULE 5 + PROFIT)	13.93%	1,170.91
(professional category)		Quantity	VALUES
	1 POSITION	1	8,812.22

