



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

ANNEX 20

MODELS OF LETTERS AND STATEMENTS FOR BIDDING PROCESS

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

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REQUEST FOR CLARIFICATION CONCERNING THE INTERNATIONAL BIDDING PROCESS**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK**

TO THE AGÊNCIA REGULADORA DE SERVIÇOS PÚBLICOS DELEGADOS DE TRANSPORTE DO ESTADO DE SÃO PAULO (REGULATORY AGENCY FOR DELEGATED PUBLIC TRANSPORTATION SERVICES OF THE STATE OF SÃO PAULO – ARTESP)

Rua Iguatemi no. 105

- Itaim Bibi CEP

01451-011 – São

Paulo/SP

REF.: REQUEST FOR CLARIFICATION CONCERNING THE INTERNATIONAL BIDDING PROCESS

Request for Clarification

Dear All,

[BIDDER], represented herein by its legal representative(s), presents the following request for clarifications concerning the AUCTION NOTICE:

Number of question submitted	Item of Auction Notice	Clarification requested	Number of question attributed by ARTESP, which will be included in the clarification minutes
1	Enter item of Auction Notice to which the requested clarification refers	Clearly state the request for clarification in the form of a question	Leave blank
2	Enter item of Auction Notice to which the requested clarification refers	Clearly state the request for clarification in the form of a question	Leave blank



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3	Enter item of Auction Notice to which the requested clarification refers	Clearly state the request for clarification in the form of a question	Leave blank
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Contact person:

Telephone: [•]

Email: [•]

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID:

CPF:



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

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CERTIFICATION OF EXECUTION OF OPTIONAL TECHNICAL VISIT

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To Whom it May Concern,

I declare that (trade name of BIDDER – whether the individual BIDDER or any company comprising the consortium) executed the optional technical visit on [•], in order to become acquainted with and examine the existing infrastructure to be assumed by the future CONCESSIONAIRE, under their present physical-operating conditions, and was effectively presented to the entire [Airport], including all risks and consequences surrounding the execution of the purpose of the CONCESSION.

[LOCATION], [DATE]

(signature(s) of the legal representative(s) or attorney(s)-in-fact of the individual BIDDER or the leading company of the consortium)



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

STATEMENT FOR BIDDER THAT OPTS NOT TO PERFORM THE TECHNICAL VISIT

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To Whom it May Concern,

In regard to the INTERNATIONAL BIDDING PROCESS NO. 01/2021, by this certification, we declare that [trade name of BIDDER] we have decided not to execute the Technical Visit with the intent to know and verify the existing infrastructure that will be granted to the future CONCESSIONAIRE, in the condition that it is today with the objective of verifying local conditions, for my own assessment of the quantity and nature of the works, materials and equipment needed for the fulfillment of the purpose of the CONCESSION, form and supplying conditions, means of access to the site and acquisition of any other data that may be necessary for an adequate rendering of the delegated services. [trade name of the BIDDER] declares to be aware of the possibility to carry the visit and become acquainted with entire AIRPORT COMPLEX, but considering the risks and consequences involved, it has chosen to produce its PROPOSAL without performing the optional Technical Visit.

[LOCATION], [DATE]

(signature(s) of the legal representative(s) or attorney(s)-in-fact of the individual BIDDER or the leading company of the consortium)

STATEMENT OF NONEXISTENCE OF EQUIVALENT DOCUMENT**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK**

To Whom it May Concern,

In compliance with the Auction Notice, [Bidder], represented by its undersigned representative(s), declares, subject to the penalties of the law, that the documents listed hereunder, required in the Auction Notice for International Bidding Process no. [•]/2021 find no equivalency in the home country of the company (NAME AND QUALIFICATION).

Document required in the Auction Notice that finds no equivalency in the home country.	Item of the auction notice that requires the document.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

OFFICIAL AGREEMENT TO EXPRESSLY SUBMIT TO THE BRAZILIAN LEGISLATION

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To
The SPECIAL BIDDING COMMISSION

Ref: INTERNATIONAL BIDDING PROCESS NO. 01/2021

To Whom It May Concern,

In light of item 8.6.1.3 of the AUCTION NOTICE, [BIDDER], [QUALIFICATION], represented by its legal representative, hereby states, for all intents and purposes, that it formally and expressly agrees to submit to the laws of Brazil, including dispositions of article 32, paragraph 4, of Federal Law no. 8.666/1993.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]

TEMPLATE FOR INSURANCE GUARANTEE

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

1. **Policyholder**
 - 1.1. Company Name: BIDDER [company name of BIDDER]
CNPJ/ME:
Headquarters:
2. **Insured Party**
 - 2.1. Company Name: [●]
CNPJ/ME:
Headquarters:
3. **Insured Object**
 - 3.1. To secure payment of indemnification, up to the amount of this BID BOND, in the event that the BIDDER fails to perform any of its obligations under the Law or the AUCTION NOTICE.
4. **Value**
 - 4.1. This insurance policy has a validity of 180 (one hundred eighty) days.
 - 4.2. Start: at 12:00 am of [●].
 - 4.3. End: at 12:00 am of [●].

GENERAL CONDITIONS

CIRCULAR SUSEP 477, SEPTEMBER 30, 2013

ANNEX I.

SEGURO GARANTIA.

CAPÍTULO I: CONDIÇÕES GERAIS.

RAMO 0775: SEGURADO SETOR PÚBLICO.

(Clauses 1 to 19 as forecast in the Circular)

SPECIAL CONDITIONS

1. Object:

To secure payment of indemnification, up to the amount fixed in the policy, in the event that the BIDDER fails to perform any of its obligations under the Law or the AUCTION NOTICE, including an eventual refusal to sign the AGREEMENT, or failure to meet the requirements for the signing thereof, or, yet, failure to produce the documents required in the AUCTION NOTICE, as and within the term stipulated in the AUCTION NOTICE.

2. Validity:

The term of the policy will be matching with the date forecast in the AUCTION NOTICE for the signing of the AGREEMENT.

3. Claim and Characterization of the Claim:

3.1. Claim: the insured will notify the insurer of the default on the obligation assumed by the Policyholder, among those provided for in the BIDDER / CONTRACT, under the proposed conditions, within the period established in the BIDDER / CONTRACT, the date on which the Claim will remain official.

3.1.1. For the Claim of the Claim it will be necessary to present the following documents, without prejudice to the deliveries of item 7.2.1. General Conditions:

- a) Copy of the NOTICE / CONTRACT;
- b) Copy of the act or document that certifies the result of the BIDDING, indicating the Borrower as the winning Bidder / CONCESSIONAIRE, when applicable;
- c) Copy of the administrative process that culminated in the application of a fine as provided for in the NOTICE and / or decision that applied the contractual fine, accompanied by supporting documents, containing, when applicable, proof of the Borrower's summons to fulfill the obligation essential to the performance of the CONTRACT, accompanied by the statement of their refusal / inertia, under the terms of the regulation established by the PUBLIC NOTICE.

3.2. Characterization: when the insurer has received all the documents listed in the item 3.1.1 and, after analysis, the Borrower's default in relation to the obligations covered by the policy is proven, according to the rule contained in the NOTICE, the claim will be characterized, and the insurer must make the payment within 30 days, pursuant to item 8.2. 1 of the General Conditions.

4. Seal

No clauses may be included in the particular conditions that are inconsistent with or contrary to the interests of the Insured, or that exempt or are liable to exempt the Policyholder from the assumed obligations.

Ratification:

5.1. For the purposes of this type of guarantee insurance, items 8.1, Item I, and 8.3 of the General Conditions are expressly excluded from the terms of this policy, as they are not applicable to Bidder's Guarantee Insurance.

5.2 Dispositions of the General Conditions that were not altered by the present Special Conditions are ratified.

PRIVATE CONDITIONS

1. Additional Deliveries:

1.1. The Insurer declares that it knows and accepts the terms and conditions of the NOTICE / CONTRACT.

1.2. The Insurer declares that it will make the payment of the amounts provided for herein within a maximum period of 30 (thirty) days, counted from the date of delivery of all documents listed by the Insurer as necessary for the characterization and regulation of the claim.

1.3. If the Policyholder fails to comply with the obligations covered by the Guarantee Insurance Policy, the Insured shall have the right to demand the due indemnity from the Insurer, when the notification made to the Policyholder is fruitless.

1.4. The terms that have not been expressly defined in this document will have the meanings attributed to them in the PUBLIC NOTICE / CONTRACT.

1.5 In case of CONSORTIUM: The insured BIDDER is a member of the CONSORTIUM [CONSORTIUM name], composed by the following members [trade name, corporate register number, percentual participation of each member of the CONSORTIUM].

1.6 The Special Conditions that have not been changed by the Private Conditions are fully ratified.

The terms that have not been expressly defined in this document will have the meanings attributed to them in the PUBLIC NOTICE / CONTRACT.

MODEL OF BANK LETTER OF GUARANTEE

[location], on the [day] of [month] of [year].

REFERENCE:

AUCTION NOTICE FOR INTERNATIONAL BIDDING PROCESS NO. [•]/2021

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

Bank Letter of Guarantee number [control registration code of the GUARANTOR BANK], (“GUARANTEE”)

1. The [trade name of Guarantor Bank], headquartered at [headquarters of Guarantor Bank], enrolled with the CNPJ/ME under no. [CNPJ of Guarantor Bank], (“GUARANTOR BANK”).
2. The Agência Reguladora de Serviços Públicos Delegados de Transporte do Estado de São Paulo (Regulatory Agency for Delegated Public Transportation Services of the State of São Paulo – ARTESP), headquartered at Rua Iguatemi, 105, Itaim Bibi, São Paulo/SP – Brazil, CEP 01451- 011, enrolled with the CNPJ/ME under no. 05.05.955/0001-91, and the STATE OF SÃO PAULO, represented by Secretariat of Logistics and Transports (“CREDITORS”).
3. The BIDDER, [company name of BIDDER], headquartered at [BIDDER's headquarters], enrolled with the CNPJ/ME under no. [CNPJ of BIDDER], (“SECURED PARTY”).

[In case of CONSORTIUM: The SECURED BIDDER is a member of the CONSORTIUM [name of the CONSORTIUM], consisting of the consortium members: [Company Name, CNPJ, and percentage interests of each consortium member in the CONSORTIUM]].

4. With this GUARANTEE, the GUARANTOR BANK undertakes before the CREDITOR, according to the terms of the GUARANTEE, in the exact VALUE OF THE GUARANTEE and throughout the TERM OF THE GUARANTEE, as a joint guarantor of the SECURED PARTY, to guarantee the fulfillment of the obligation to execute a future contractual instrument, as well as all other obligations assumed as a result of its participation in the tender for the AUCTION NOTICE FOR INTERNATIONAL BIDDING PROCESS NO. [•]/2020, held by ARTESP (“SECURED OBLIGATION”).
5. The GUARANTEE has a total value of R\$ [value stated in numerical algorithms] ([value written out]), (“VALUE OF THE GUARANTEE”).
6. The GUARANTEE shall have a term of 180 (one hundred and eighty), counted as of the date of [--] (“TERM OF THE GUARANTEE”).
7. The GUARANTOR BANK undertakes to effect payments due upon demand, within no more than 48 (forty-eight) hours thereafter, counted as of the receipt, by the GUARANTOR BANK, of written notice from the CREDITOR. Said notice shall be delivered to the headquarters of the GUARANTOR BANK.
8. The GUARANTOR BANK claims no opposition or objection by the SECURED PARTY or invoked thereby in view of being excused from fulfilling obligation assumed towards the

CREDITOR under the terms of this GUARANTEE.

9. The GUARANTOR BANK undertakes to, prior to executing the accounting write-off of the GUARANTEE, procure from B3 and/or the CREDITOR, a confirmation of the SECURED PARTY's release from the SECURED OBLIGATION.
10. In the event that the CREDITOR files suit to demand fulfillment of the obligation to which this GUARANTEE refers, the GUARANTOR BANK shall be bound to pay all arbitration, judicial or extrajudicial expenditures.
11. The GUARANTOR BANK represents that this GUARANTEE has been duly accounted for, in full compliance with the regulations of the Central Bank of Brazil, as presently effective, in addition to adhering to the provisions of applicable banking laws.
12. The GUARANTOR BANK represents that the signatories to this instrument, and any successors thereof, are authorized to provide the GUARANTEE and the VALUE OF THE GUARANTEE in the name of the GUARANTOR BANK and under the latter's responsibility.
13. The GUARANTOR BANK represents that its capital stock, which is fully paid in, is R\$ *[capital stock of the Guarantor Bank stated in numerical algorithms] ([capital stock of the Guarantor Bank written out])*, and that it is authorized by the Brazilian Central Bank and its By-Laws to issue guarantees, and that the VALUE OF THE GUARANTEE is within its operating limits as authorized by the Central Bank of Brazil.
14. The GUARANTOR BANK and the SECURED PARTY expressly waive the rights established in articles 827, 835, 837, 838 and 839 of Law 10.406, of January 10, 2002 (Brazilian Civil Code) and art. 794 of Law 13.105, of March 16, 2015 (Brazilian Civil Procedure Code).
15. The GUARANTOR BANK expressly represents that it is familiar with and accepts all terms, provisions and conditions of the AUCTION NOTICE and its annexes.
16. The competent jurisdiction to decide any and all actions concerning, or the enforcement of, this GUARANTEE shall be the jurisdiction of São Paulo, with the express waiver of all others, no matter how privileged.
17. All terms not expressly defined in this instrument shall have the meanings assigned to them in the AUCTION NOTICE.

Certified signatures of legal representatives of the GUARANTOR BANK.

[Names of legal representatives of the GUARANTOR BANK]

[Company Name of the GUARANTOR BANK]

Witnesses:

Name:

ID:

Name:

ID:

PRICE PROPOSAL

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To Whom it May Concern,

According to the terms of the Auction Notice and its Annexes, and all other information made available during the course of the captioned bidding process, as well as studies and expanded inquiries made, which this Bidder fully accepts, we hereby present our Price Proposal for the Concession for the rendering of the public expansion, operation and maintenance services concerning the airport complex comprising the [•] Block, pursuant to the terms of the Auction Notice.

WHEREAS:

- (i) this Price Proposal reflects this Bidder's intention, and is binding, irrevocable, irrefutable and unconditional;
- (ii) the Fixed Grant encompasses, as on the reference date of [month]/2021, the sum total of the minimum Fixed Grant value and the premium established in its Price Proposal, in Brazilian currency, according to the rules established in the Auction Notice and the Concession Agreement, the payment of which shall be effected prior to the execution date of the AGREEMENT, and as a condition therefor, in a single installment, and indexed from the reference date for the AGREEMENT through the date of the effective payment, based on the IPCA/IBGE adjustment index.
- (iii) in the preparation of this Price Proposal, the Bidder has considered all investments, taxes, costs and expenses needed to execute the Concession, subject to the provisions of the Auction Notice, and its Annexes;
- (iv) in the preparation of this Price Proposal, this Bidder learned of, accepted and considered all risks to be assumed in the event of contracting, if it is adjudicated the winner of this Bidding Process;
- (v) the Price Proposal has considered the Concession's term of 30 (thirty) years;
- (vi) all initial investments, services and other characteristics of the Concession have been taken into account, and the information disclosed was sufficient to allow for the presentation of this Price Proposal; and
- (vii) all elements referenced in the Auction Notice were considered in the formulation of the Price Proposal.



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

This Bidder, whose information is provided hereunder, represented by its legal representative, presents the following Price Proposal for the purposes of the captioned Bidding Process:

Offer: R\$ [•] (value of FIXED GRANT, written out)

Validity: This Price Proposal shall be valid for a term of 180 (one hundred and eighty) days, counted as of its receipt, and, during such time, all proposed terms are maintained.

Bidder's Information:

Company Name / Consortium Name: [•]

CNPJ/ME (in case of Consortium, consider leading company's CNPJ/ME):

Company Ownership / Consortium Interest: [•]

Leading Company (when applicable:

Address: [•]

Telephones: [•]

Fax: [•]

Bidder's Representative: [•]

Email: [•]

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

**STATEMENT OF COMPLIANCE WITH ITEM XXXIII OF ARTICLE 7 OF THE BRAZILIAN
CONSTITUTION**

**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE
AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST
BLOCK**

To Whom it May Concern,

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states, for purposes of the provisions in art. 27, item V, of Law 8.666/93, subject to the penalties of the law, that it does not employ children under the age of eighteen in nighttime work, dangerous or unhealthy labor, and that it does not employ children under the age of sixteen, with the exception of those under an apprentice contract, who shall always be older than fourteen.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]

STATEMENT OF NONEXISTENCE OF BANKRUPTCY PROCEEDINGS

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To Whom it May Concern,

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states, subject to the penalties of the law, that it is not currently the subject of bankruptcy proceedings, judicial or extrajudicial liquidation, insolvency, special temporary administration, nor under the intervention of the competent inspection body.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]

STATEMENT ATTESTING TO THE NONEXISTENCE OF IMPEDITIVE FACT

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states, under the penalties of the applicable law, that:

I. there is no lawful impediment to its participation in the captioned International Bidding Process;

II. it has not been declared disqualified from bidding or contracting with the Public Administration as a result of its inclusion in the Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies – CNEP) and the Cadastro de Empresas Inidôneas e Suspensas (National Registry of Ineligible and Suspended Companies – CEIS), both of the Federal Government, as well as the Cadastro Estadual de Empresas Punidas (Registry of Punished Companies of the State of São Paulo – CEEP), established under the terms of article 5 of State Decree no. 60.106/2014;

III. it is not prevented from contracting with the Public Administration of the State of São Paulo;

IV. it is not currently serving a sentence of temporary suspension from contracting with the Public Administration of the State of São Paulo;

V. it undertakes to notify the occurrence of any supervening facts associated with the subject matter of this Statement; and

VI. it has not been convicted, by ruling of a court of last resort, to a sentence that determined the interdiction of its rights, due to the commitment of environmental crimes, as established in art.10 of Federal Law no. 9.605/1998

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

**STATEMENT OF COMPLIANCE WITH THE PROVISIONS OF ARTICLE 117, SOLE PARAGRAPH, OF
THE CONSTITUTION OF THE STATE OF SÃO PAULO**

**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE
AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST
BLOCK**

To Whom it May Concern,

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states that, subject to the penalties of the applicable legislation, it is in compliance with the rules governing occupational health and safety, as established in the sole paragraph of art. 117 of the Constitution of the State of São Paulo, and understands that the Public Administration is banned from contracting with companies that do not adhere to said legal requirements.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]

**STATEMENT OF COMPLIANCE WITH THE PROVISIONS OF STATE LAW NO. 12.779/08 AND
FEDERAL LAW NO. 12.846/13**

**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE
AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST
BLOCK**

To Whom it May Concern,

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states, subject to the penalties of the applicable legislation, that it understands that the existence of a record with the Cadastro Informativo de Créditos não Quitados do Setor (Registry Reporting Pending Credits with State Bodies and Entities – STATE CADIN) and with the Cadastro de Empresas Inidôneas e Suspensas (National Registry of Ineligible and Suspended Companies – CEIS), the Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies – CNEP), and the Cadastro Estadual de Empresas Punidas (State Registry of Punished Companies – CEEP), of the State of São Paulo, the Cadastro Nacional de Condenações Cíveis por ato de Improbidade Administrativa (National Registry of Civil Convictions for Acts of Administrative Improbity and Ineligibility – CNIA), of the National Council of Justice, or the Sistema Eletrônico de Aplicação e Registro de Sanções (The Electronic System for Application and Registry of Administrative Sanctions – e-sanções/e-Sanctions), shall constitute an impediment to transacting with the GRANTING AUTHORITY.

It further states that it is not subject to any restriction or entry in the STATE CADIN or in the CEIS that could prevent its contracting as a result of this Bidding Process.

In addition, it represents that:

- a) the proposal submitted was prepared independently, and its contents were not, fully or partly, directly or indirectly, disclosed to or discussed with any other Bidder or other party interested, potentially or effectively, in this bidding process;
- b) the intention to submit the proposal was not disclosed to or discussed with any other Bidder or other party interested, potentially or effectively, in this bidding process;
- c) the Bidder did not attempt, by any means or through any persons, to influence the decision of any other Bidder or other party interested, potentially or effectively, in this bidding process;
- d) the contents of the proposal submitted shall not be, fully or partly, directly or indirectly, disclosed to or discussed with any other Bidder or other party interested, potentially or effectively, in this bidding process before the adjudication of its purpose;
- e) the contents of the proposal submitted were not, fully or partly, disclosed to, discussed with or received from any person associated, directly or indirectly, with the bidding authority prior to the official opening of proposals; and
- f) the legal representative of the Bidder fully understands the contents and the extent of this statement and is vested with full powers and the appropriate information to execute it.

Lastly, it states that it operates its business so as to prevent fraud, corruption and the performance of any acts that might cause damage to the Public Administration, whether domestic or foreign, in compliance with Federal Law no. 12.846/2013 and State Decree no. 60.106/2014, such as:

- I) promising, offering or delivering, directly or indirectly, improper advantage to a public agent, or any other person associated therewith;
- II) financing, funding, sponsoring or in any way subsidizing the practice of unlawful actions, subject to corroboration;
- III) using an intermediary, whether an individual or a legal entity, to conceal or disguise its true interests or the true identity of the beneficiaries of any actions performed, subject to corroboration;
- IV) in regards to bidding processes and contracts:
 - a) foiling or defrauding, upon prior agreement, concerted efforts or any other means, the competitive aspect of a public bidding process;
 - b) preventing, disturbing or defrauding the execution of any public bidding process;
 - c) removing or attempting to remove a bidder, by way of fraud or by offering any unlawful advantage;
 - d) defrauding a public bidding process or any contract resulting therefrom;
 - e) creating a legal entity, through fraudulent or irregular means, to participate in a public bidding process or to execute an administrative contract;
 - f) securing undue advantage or benefit, through fraudulent means, by way of amendments to or extensions of contracts executed with the public administration, without legal authorization, under the invitation to participate in a public bidding process or the respective contractual instruments; or
 - g) manipulating or defrauding the economic-financial balance of contracts executed with the public administration;
- V) hampering any investigation or inspection by public agents, bodies or entities, or interfering with their work, including the work of regulating agencies and the bodies in charge of overseeing the national financial system.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]

STATEMENT OF ACCEPTANCE OF THE TERMS OF THE AUCTION NOTICE

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To Whom it May Concern,

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states, subject to the penalties of the law, that it submits to all the terms of the Auction Notice, and fully understands the purpose of the Concession, as described in the Auction Notice, as well as its respective conditions, and the complexity and characteristics of works to be executed within the scope of the Concession Agreement.

It further represents that it is liable for the accuracy of all information contained in the documents and in the proposal submitted, and states that it has received all elements comprising this Auction Notice, and that it has been made aware of all information and terms to meet all obligations that are the purpose of the Bidding Process, and has found the information received sufficient for the preparation of its proposal.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

**STATEMENT OF COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1 OF STATE DECREE NO.
53.047/08**

**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT
COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK**

To Whom it May Concern,

[BIDDER], [QUALIFICATION], duly represented by its legal representative, hereby states, subject to the penalties of the law, that it is familiar with the Cadastro dos Comerciantes de Produtos e Subprodutos da Flora Nativa Brasileira (Registry of Timber Merchants of the State of São Paulo – CADMADEIRA), and that, in the execution of tendered services, exotic wood products and by-products, as well as products and by-products listed in article 1 of State Decree no. 53.047/08, shall only be used when acquired from legal entities that are duly registered with CADMADEIRA.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

MODEL OF FINANCIAL CAPACITY STATEMENT

INTERNATIONAL BIDDING PROCESS NO. [•]/2021

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

[BIDDER], in compliance with the provisions of the Auction Notice, states, subject to the penalties of the law, that it possesses or is capable of procuring sufficient financial resources to allow it to satisfy the obligations to contribute its own and third-party funds as required to carry out the purpose of the Concession. Also declares that (i) has procured or has the means to procure all insurances and guarantees needed to fulfill the purpose of the CONCESSION, and (ii) has the means to pay in the SPE's capital stock, as demanded by its bylaws.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

UNDERTAKING TO THE AGREEMENT'S PERFORMANCE BOND

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

To Whom it May Concern,

Under this instrument, [BIDDER], [QUALIFICATION], duly represented by its legal representative, declares, subject to the penalties of the applicable legislation, that it undertakes to contract and renew, annually, in the event that it is adjudicated the winner of the bidding process, a PERFORMANCE BOND, which may be contracted in any of the forms referenced in the AGREEMENT, in view of securing execution of investments needed to carry out the purpose of the Concession, encompassing fulfillment of operational and conservation activities, as well as the expansion and payment of variable monthly amounts due to the GRANTING AUTHORITY and ARTESP, in addition to all other contractual obligations, as established under the terms of the AGREEMENT.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no.

TERM OF ACKNOWLEDGMENT AND NOTIFICATION**CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK**

CONTRACTING PARTY: _____
CONTRACTED PARTY: _____
CONTRACT NO. (ORIGINATING): _____
SUBJECT: _____
LAWYER(S) /OAB: (*). _____

Under this TERM, we, the undersigned:

Under this TERM, we declare that:

- a) The CONCESSION AGREEMENT shall be subject to review and arbitration by the Audit Court of the State of São Paulo, and processed electronically;
- b) We can have access to the proceeding, to review and make copies of any statements, Court Orders and Decisions joined, by properly registering on the Electronic Proceedings System, considering the information hereunder, as established in TCESP Resolution no. 01/2011;
- c) In addition to being available by way of the electronic proceeding, all Court Orders and Decisions eventually issued, concerning said proceeding, shall be published in the State of São Paulo's Official Gazette (DOE/SP), Legislative Branch Section, in the part reserved for the Audit Court of the State of São Paulo, according to article 90 of Complementary Law no. 709, of January 14, 1993, on which date the procedural terms shall start counting, as established in the Civil Procedure Code;
- d) Any change to a party's address – whether residential or electronic – or contact telephone numbers shall be notified by the respective party, by joining a written notice to that end to the records.

We acknowledge that we have been NOTIFIED to:

- e) Follow the proceedings acts until their final judgment and resulting publication;
- f) When applicable and in our best interest, within the terms and respecting all appropriate legal and regulatory procedures, exercise our right of defense, file appeals and any other procedural acts.

[LOCATION], [DATE]

[BIDDER]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

Represented by its legal representative

ID no.

[•] CPF/ME

no. [•]

MANAGER OF ORGANISM/ENTITY:

Name: _____
Title: _____
CPF: _____
ID: _____
Date of Birth: ____/____/_____
Full residential address: _____
Institutional Email: _____
Personal Email: _____
Telephone(s): _____
Signature: _____
Persons in charge of signing the agreement:

Representing the CONTRACTING PARTY:

Name: _____
Title: _____
CPF: ID: _____
Date of Birth: ____/____/_____
Full residential address: _____
Institutional Email: _____
Personal Email: _____
Telephone(s): _____
Signature: _____

Representing the CONTRACTED PARTY:

Name: _____
Title: _____
CPF: _____ ID: _____
Date of Birth: ____/____/_____
Full residential address: _____
Institutional Email: _____
Personal Email: _____
Telephone(s): _____
Signature: _____

Representing the CONTRACTED PARTY:

Name: _____
Title: _____
CPF: _____ ID: _____
Date of Birth: ____/____/_____
Full residential address: _____
Institutional Email: _____



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex | Northwest Block and Southeast Block

Personal Email: _____

Telephone(s): _____

Signature: _____

Lawyer:

(*) Optional. Inform when retained, including the professional's email.

PRICE PROPOSAL RATIFICATION FORM

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

Dear Sirs,

In accordance with item 14.32.1 of the AUCTION NOTICE, and as our PRICE PROPOSAL has been declared as best classified, we have ratified its terms as follows.

Dear Sirs,

According to the terms of the Auction Notice and its Annexes, and all other information made available during the course of the captioned bidding process, as well as studies and expanded inquiries made, which this Bidder fully accepts, we hereby present our ratified Price Proposal for the Concession for the rendering of the public expansion, operation and maintenance services concerning the airport complex comprising the [•] Block, pursuant to the terms of the Auction Notice.

WHEREAS:

- (i) this Price Proposal reflects this Bidder's intention, and is binding, irrevocable, irrefutable and unconditional;
- (ii) the Price Proposal was presented by the BIDDER;
- (iii) there was an open-outcry bidding stage and the BIDDER that had the Price Proposal best classified must ratify its proposal, and it may be signed by the ACCREDITED REPRESENTATIVE;
- (iv) the Fixed Grant encompasses, as on the reference date of [/], the sum total of the minimum Fixed Grant value and the premium established in its Price Proposal, in Brazilian currency, according to the rules established in the Auction Notice and the Concession Agreement, the payment of which shall be effected prior to the execution date of the AGREEMENT, and as a condition therefor, in a single installment, and indexed from the reference date for the AGREEMENT through the date of the effective payment, based on the IPCA/IBGE adjustment index.
- (v) in the preparation of this Price Proposal, the Bidder has considered all investments, taxes, costs and expenses needed to execute the Concession, subject to the provisions of the Auction Notice, and its Annexes;
- (vi) in the preparation of this Price Proposal, this Bidder learned of, accepted and considered all risks to be assumed in the event of contracting, if it is adjudicated the winner of this Bidding Process;
- (vii) the Price Proposal has considered the Concession's term of 30 (thirty) years;

- (viii) all initial investments, services and other characteristics of the Concession have been taken into account, and the information disclosed was sufficient to allow for the presentation of this Price Proposal.

PRICE PROPOSAL

This Bidder, whose information is provided hereunder, represented by its legal representative, presents the following Price Proposal for the purposes of the captioned Bidding Process:

Offer: R\$ [•] (value of FIXED GRANT, written out)

Validity: This Price Proposal shall be valid for a term of 180 (one hundred and eighty) days, counted as of its receipt, and, during such time, all proposed terms are maintained.

Bidder's Information:

Company Name / Consortium Name: [•]

CNPJ/ME (in case of Consortium, consider leading company's

CNPJ/ME): Company Ownership / Consortium Interest: [•]

Leading Company (when applicable:

Address: [•]

Telephones: [•]

Fax: [•]

Bidder's Representative: [•]

Email: [•]

[LOCATION], [DATE]

[BIDDER]

Represented by its legal
representative

ID no. [•]

CPF/ME no. [•]

TEMPLATE FOR COMMITMENT TO PAY B3

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

In accordance with item 14.2 of the AUCTION NOTICE, [BIDDER], [QUALIFICATION], hereby by its legal representative, declares, subject to the penalties of the applicable legislation, that it is committed to, in case of being awarded the purpose of this BIDDING PROCESS, pay B3 the amount established in item 16.5, (ix), of the AUCTION NOTICE, considering the bidding rules in item 16.6 of the AUCTION NOTICE.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 20 – Airport Complex I Northwest Block and Southeast Block

TAXPAYERS ENROLLMENT (CADASTRO MUNICIPAL DE CONTRIBUINTES)

CONCESSION FOR OPERATION, EXPANSION AND MAINTENANCE SERVICES FOR THE AIRPORT COMPLEX COMPRISING THE NORTHWEST BLOCK AND THE SOUTHEAST BLOCK

Dear Sirs,

In regard to the INTERNATIONAL BIDDING PROCESS No. 01/2021, hereby declare that [trade name of the BIDDER], by means of the representative signing below, subject to penalties of the applicable legislation, that the activity carried out by the BIDDER does not make it eligible for municipal enrollment.

[LOCATION], [DATE]

[BIDDER]

Represented by its legal representative

ID no. [•]

CPF/ME no. [•]