

INTERNATIONAL BIDDING PROCESS NO. 01/2021

<p>INTERNATIONAL BIDDING PROCESS NO. 01/2021 FOR THE CONCESSION TO RENDER PUBLIC EXPANSION, OPERATION, MAINTENANCE SERVICES AND INVESTMENTS REQUIRED FOR OPERATING THE AIRPORT COMPLEXES COMPOSED OF AIRPORTS COMPRISING THE NORTHWEST AND SOUTHEAST BLOCK.</p>
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INTRODUCTION

The Agência Reguladora de Serviços Públicos Delegados de Transporte do Estado de São Paulo (Regulatory Agency for Delegated Public Transport Services of the State of São Paulo - ARTESP), a special-purpose agency tied to the Government Secretariat of the State of São Paulo, discloses through this AUCTION NOTICE for INTERNATIONAL BIDDING PROCESS No. 01/2021, the criteria and conditions for selecting and securing a concession for purposes of rendering public expansion, operation and maintenance services as well as making investments required for the operation of the AIRPORT COMPLEXES comprising **Northwest Block AIRPORTS**: the Airport of São José do Rio Preto – Aeroporto Professor Eriberto Manoel Reino (SBSR), the Airport of Presidente Prudente – Aeroporto de Presidente Prudente (SBDN), the Airport of Araçatuba – Aeroporto Dario Guarita (SBAU), the Airport of Votuporanga – Aeroporto Domingos Pignatari (SDVG), the Airport of Barretos – Aeroporto Chafei Amsei (SNBA), the Airport of Dracena – Aeroporto Moliterno de Dracena (SDDR), the Airport of Tupã – Aeroporto José Vicente Faria Lima (SDTP), the Airport of Presidente Epitácio – Aeroporto Geraldo Moacir Bordon (SDEP), the Airport of Andradina – Aeroporto Paulino Ribeiro de Andrade (SDDN), the Airport of Assis – Aeroporto Marcelo Pires Halzhausen (SNAX), the Airport of Penápolis – Aeroporto Doutor Ramalho Franco – (SDPN); and the **Southeast Block AIRPORTS**: the Airport of Ribeirão Preto – Aeroporto Leite Lopes (SBRP), the Airport of Bauru-Arealva – Aeroporto Moussa Nakhl Tobias (SBAE), the Airport of Marília – Aeroporto Frank Miloye Milenkovich (SBML), the Airport of Sorocaba – Aeroporto de Sorocaba (SDCO), the Airport of Araraquara – Aeroporto Bartolomeu Gusmão (SBAQ), the Airport of São Carlos – Aeroporto Mário Pereira Lopes (SDSC), the Airport of Franca – Aeroporto Tenente Lund Pressoto (SIMK), the Airport of Guaratinguetá – Aeroporto Edu Chaves (EEAR), the Airport of Registro – Aeroporto de Registro (SSRG), the Airport of São Manuel – Aeroporto Nelson Garófalo (SDNO), and the Airport of Avaré-Arandu – Aeroporto Luiz Gonzaga Lutti (SDRR).

The BIDDING PROCESS is open to national and foreign bidders, whether individually or comprising a CONSORTIUM, being held in the form of a tendering process, and the appraisal criterion used shall be the one with the highest FIXED GRANT price for each BLOCK, to be paid by the CONCESSIONAIRE to the STATE OF SÃO PAULO, according to the rules provided for under this AUCTION NOTICE and in the ANNEXES.

The CONCESSION TERM shall be 30 (thirty) years, counted as of the EFFECTIVE DATE.

The INTERNATIONAL BIDDING PROCESS shall commence with the delivery of the ENVELOPES, on July 15, 2021, at 2 pm, at the head office of B3, located at Rua XV de Novembro, 275, Centro, São Paulo/SP.

ENVELOPES containing all the required documentation for participating in the BIDDING PROCESS shall be delivered by the interested parties during the PUBLIC SESSION to be held on July 15, 2021, from 2 pm to 2:15 pm, pursuant to the rules hereunder, which, jointly with the AGREEMENT and the ANNEXES, the studies and supporting materials, shall be provided electronically and free of charge, during the period ranging from April 15, 2021, to the date of the PUBLIC SESSION for delivery of ENVELOPES, at ARTESP's homepage, at <http://www.parcerias.sp.gov.br/> and in the data room. To access the data room, interested parties shall send an email to dataroom.parcerias@sp.gov.br, with the following subject: “*Pedido de Acesso ao Data Room | Concessão de Aeroportos*”, stating your name, company/entity and email address.

The AUCTION NOTICE, the AGREEMENT and the ANNEXES, as well as the studies and the supporting material concerning the Northwest Block and the Southeast Block, can also be obtained at the physical address of ARTESP, at Rua Iguatemi, 105 – Itaim Bibi, São Paulo – SP, 01451-011, during the period between April 15, 2021 and the day immediately preceding the date scheduled for the PUBLIC SESSION for delivery of ENVELOPES, from Monday through Friday, between 10 am and 5:30 pm, by producing a Hard Disk or a Flash Drive with enough storage for all files to be digitally copied, or, additionally, they can be requested by mail, subject to the payment of mailing costs, in which case contact shall be maintained through telephone number 55 11 3465-2365 or email address concessao.aeroportos@artesp.sp.gov.br, referencing the title “*Concessões Aeroportuárias do Estado de São Paulo | acesso ao edital*”, informing the address and the addressee's name.

The STATE OF SÃO PAULO and ARTESP assume no responsibility for the text or the contents included in auction notices, annexes or documents obtained or taken notice of in any way or place other than those provided for above.

For purposes of this BIDDING PROCESS, the official time is the time in Brasília.

A – AUTHORIZATION TO CONTRACT

The Conselho Diretor do Programa Estadual de Desestatização (The State Of São Paulo's Privatization Program's Council – CDPED), instituted by Law no. 9.361 of July 5, 1996, authorized the start of technical studies for the CONCESSION at the 226th Ordinary Meeting, held on July 20, 2017, approving their development, as noted on the minutes of the 237th Ordinary Meeting, held on February 5, 2019, and the minutes of the 26th Special Meeting, held on February 19, 2019, and, following a number of new extended studies, consented to their public disclosure at a PUBLIC HEARING and PUBLIC CONSULTATION, as decided at the 246th Ordinary Meeting of CDPED, on February 20, 2020.

The CONCESSION was definitively approved by CDPED on December 10, 2020, during the 18th Joint Ordinary Meeting of CDPED and CGPPP.

Under Decree no. 65.622, April 13, 2021, the proposed CONCESSION of the public services consisting of the expansion, operation and maintenance services as well as investments required for the operation of the AIRPORT COMPLEXES was authorized, and the CONCESSION RULES were approved, as well as minimal thresholds for the bid and commissioning of public services that are the purpose of this AUCTION NOTICE.

In addition, the Secretaria de Aviação Civil (Civil Aviation Secretariat – SAC) has consented to this proceeding, as established in article 3, §§ 1 and 2, of Federal Decree no. 7.624 of November 22, 2012, as stipulated in SAC-PR Directive no 332/2021.

B – PRIOR NOTICE

The invitation to bid in this INTERNATIONAL BIDDING PROCESS was published in the State of São Paulo's Official Gazette (DOE/SP), in national-wide newspaper Folha de São Paulo and regional newspapers Jornal da Manhã (Marília), O Jornal da Região (Andradina), Jornal de Assis (Assis), Jornal Portal Regional (Dracena), Jornal O Debate (Presidente Epitácio), Diário de Tupã (Tupã), Folha da Cidade (Araraquara), O Diário de Barretos (Barretos), Diário da Franca (Franca), Jornal Tribuna (Ribeirão Preto), Jornal Primeira Página (São Carlos), Jornal Cruzeiro do Sul (Sorocaba), Jornal O Liberal (Araçatuba), Diário de Penápolis (Penápolis), Jornal D Hoje (São José do Rio Preto), Cidade de Votuporanga (Votuporanga), Jornal Sudoeste Paulista (Avaré), O Imparcial (Presidente Prudente), Jornal Impresso Leia Notícias (Botucatu e São Manoel), Notícia do Vale (Registro), Jornal da Cidade (Bauru), Jornal Notícias (Guaratinguetá), and in international newspaper The New York Times. All contents of the AUCTION NOTICE published at ARTESP's homepage were also translated into English, and made available for unrestricted public access at ARTESP's homepage and at the electronic address www.parcerias.sp.gov.br.

C – PUBLIC HEARING

ARTESP held a remote PUBLIC HEARING on May 12, 2020, in compliance with the terms of article 29 of State Law No. 10.177/1998, to submit the project to the population and interested parties, providing access to all relevant information and explanations, ensuring the right to challenge, pursuant to Session Regulations duly disclosed by the Agency.

The PUBLIC HEARING was published in the April 17, 2020 edition of the State of São Paulo's Official Gazette (DOE/SP), and electronically, at ARTESP's homepage: www.artesp.sp.gov.br, in the major nationwide circulation newspaper Folha de São Paulo, in regional circulation

newspapers Jornal da Manhã, O Jornal da Região, Jornal de Assis, Jornal Portal Regional, Jornal o Debate, Diário de Tupã, Folha da Cidade, O Diário de Barretos, Diário de Franca, Jornal Tribuna, Jornal Primeira Página, Jornal Cruzeiro do Sul, Jornal O Liberal, Diário de Penápolis, Jornal D Hoje, A Cidade de Votuporanga. In the April 18, 2020 edition of newspaper Jornal Sudoeste Paulista. In the April 19, 2020 edition of newspaper O Imparcial. On the April 21, 2020 edition of printed newspaper Leia Notícias. On the April 23, 2020 edition of newspaper Notícia do Vale. The videotape recording of the PUBLIC HEARING is available online at www.artesp.sp.gov.br.

D - PUBLIC CONSULTATION

The drafts of the AUCTION NOTICE, AGREEMENT and ANNEXES were submitted to PUBLIC CONSULTATION, remaining available for access during the period between April 17, 2020 and May 26, 2020 at ARTESP's homepage: www.artesp.sp.gov.br.

The notice of the PUBLIC CONSULTATION was published in the April 17, 2020 edition of the DOE/SP, on the website of ARTESP, in the major nationwide circulation newspaper Folha de São Paulo (pag. B – 11) and in the regional circulation newspapers Jornal da Manhã (pag. 8), O Jornal da Região (pag. A-03), Jornal de Assis (pag. 8), Jornal Portal Regional (pag. 4), Jornal o Debate (pag. 2), Diário de Tupã (pag. 7-1), Folha da Cidade (pag. 8), O Diário de Barretos (pag. 3), Diário de Franca (pag. 6), Jornal Tribuna (pag. B-1), Jornal Primeira Página (B-7), Jornal Cruzeiro do Sul (pag. 11), Jornal O Liberal (pag. B-2), Diário de Penápolis (pag. 8), Jornal D Hoje (pag. A-7), A Cidade de Votuporanga (pag. 4). In the April 18, 2020 edition of newspaper Jornal Sudoeste Paulista (pag. 3). In the April 19, 2020 edition of newspaper O Imparcial (pag. 4). On the April 21, 2020 edition of printed newspaper Leia Notícias (pag. 7). On the April 23, 2020 edition of newspaper Notícia do Vale (pag. 4).

After reviewing all opinions submitted during the course of the PUBLIC HEARING and the PUBLIC CONSULTATION, the publication of this AUCTION NOTICE was approved by ARTESP'S ADMINISTRATIVE COUNCIL at the 939th Ordinary Meeting, held on April 14, 2021.

E – MARKET SOUNDING

According to article 30 of State Law no. 10,177/1998, market sounding meetings were also conducted on August 6, 7, 8 and 9, 2019, with the purpose of discussing the main issues related to stages of project structuring, and devising the AUCTION NOTICE, AGREEMENT and ANNEXES drafts, which included the participation of members of the concerning industry of the Government of the State of São Paulo, upon prior appointment, and duly publicized. All content submitted at meetings by the Government of the State of São Paulo was generated from public information. The report concerning this market sounding stage is available at the Undersecretariat of Partnerships of the State of São Paulo's homepage: www.parcerias.sp.gov.br.

F – APPLICABLE LEGISLATION

This BIDDING PROCESS is governed by the rules established in the AUCTION NOTICE, the AGREEMENT and the ANNEXES, and, as applicable, Federal Laws no. 7.565 of December 19 1986; no. 8.987 of February 13, 1995; no. 11.182 of September 27, 2005; Federal Decree no. 7.624, of November 22, 2011; State Laws no. 7.835 of May 8, 1992; no. 9.361 of July 5, 1996; Complementary State Law no. 914 of January 14, 2002; State Decrees no. 54.010 of February 12, 2009; and no. 65.622, April 13, 2021, by Federal Law no. 8.666 of June 21, 1993, and State Law no. 6.544 of November 22, 2009, in addition to the DELEGATION AGREEMENTS, without prejudice to any other applicable regulations, particularly the regulations enacted by ANAC, by the Brazilian Air Force Command – COMAER, and by ARTESP.

G – ANNEXES

The following documents are ANNEXES of this AUCTION NOTICE and the AGREEMENT:

Annex 01	Concession Rules
Annex 02	PEA
Annex 03	PGI <i>(submitted by the CONCESSIONAIRE and duly approved by ARTESP)</i>
Annex 04	PTO <i>(submitted by the CONCESSIONAIRE and duly approved by ARTESP)</i>
Annex 05	Airport Tariffs
Annex 06	Centralizer Account
Annex 07	Service Order (Effective Date)
Annex 08	Acceptance Certificate and Permission to Use Assets (Start of Stage 3 of Phase I-A)
Annex 09	Phase II Start Certificate
Annex 10	Environmental Liabilities
Annex 11	Insurance Plan and Insurance Policies <i>(submitted by the CONCESSIONAIRE and duly approved by ARTESP)</i>
Annex 12	Guarantee Plan and Performance Bond <i>(submitted by the CONCESSIONAIRE and duly approved by ARTESP)</i>
Annex 13	SPE Documents <i>(submitted by the CONCESSIONAIRE)</i>
Annex 14	Timetable for the Paying In of Capital Stock
Annex 15	Tripartite Agreement
Annex 16	Devolution and Demobilization Requirements
Annex 17	Penalties Schedule
Annex 18	Technical-Economic Feasibility Study – EVTE
Annex 19	B3 Procedures Guide
Annex 20	Models of Letters and Statements for Bidding Process

H – DEFINITIONS

For purposes of this AUCTION NOTICE and the AGREEMENT, except when clearly stated otherwise, terms, phrases and expressions listed below, when used in this AUCTION NOTICE, in the AGREEMENT and ANNEXES, and typed in uppercase or with the first letter beginning in capital letters, notwithstanding other definitions, shall be understood and construed in accordance with the following definitions:

Accreditation Documents	Documents to be produced after the delivery of the ENVELOPES, reflecting the grant of representation powers by the BIDDERS or CONSORTIUMS to the ACCREDITED REPRESENTATIVES.
Accredited Broker	Brokerage company qualified by the Brazilian Central Bank and CVM, and duly authorized to operate at B3, which, at the discretion of the BIDDER(S), may be contracted to represent it(them) before B3 in all acts associated with the BIDDING PROCESS, according to the B3 Procedures Guide, which constitutes ANNEX 19.
Accredited Representative	Individuals authorized to represent the BIDDERS in the execution of all documents and acts connected with the BIDDING PROCESS.
Administration	Body, entity or administrative unit through which the PUBLIC ADMINISTRATION operates and specifically acts.
Airlines	National or foreign legal companies duly authorized to operate, within Brazilian airspace, profit-seeking air as well as conventional and unconventional transport of people and/or cargo and mail bags, pursuant to the terms of Federal Law No. 7.565 of December 19, 1986, in addition to their corresponding amendments and regulations (CBA, in Portuguese).
Airport Complex	The CONCESSION area, characterized by the totality of the airport sites, according to the AIRPORTS that are the purpose of the CONCESSION, comprising the Northwest Block or the Southeast Block, and pursuant to the description in ANNEX 02, for each AIRPORT.

Airport Plan or Operating PEA (in Portuguese)	Document describing the purpose of the CONCESSION and setting forth operational obligations and conditions that the CONCESSIONAIRE is required to meet for each AIRPORT comprising the AIRPORT COMPLEX, as well as introducing the main guidelines for devising the PGI.
Airports	Public use aerodrome equipped with facilities and utilities needed to support aircraft, passenger and cargo boarding and arrival operations.
ANAC	National Civil Aviation Agency, created by Federal Law no. 11.182 of September 27, 2005.
Annexes	Set of documents, which are an integral part of the AUCTION NOTICE and the AGREEMENT, pursuant to the listing in item 'G' above.
ARTESP	Agência Reguladora de Serviços Públicos Delegados de Transporte do Estado de São Paulo (Regulatory Agency for Delegated Public Transport Services of the State of São Paulo), created by Complementary Law no. 914/2002, which executes the AGREEMENT as the voluntary intervening party.
Auction Notice or Notice	This Auction Notice for INTERNATIONAL BIDDING PROCESS no. 01/2021 and all its ANNEXES.
B3	B3 S.A – Brasil, Bolsa e Balcão, established in the Municipality of São Paulo, State of São Paulo, at Rua XV de Novembro no. 275, which is responsible for the rendering of specialized technical advisory and operating support services concerning the procedures required for the execution of the auction.
Bid Bond	Proposal performance bond to be submitted by the BIDDERS, according to the terms of this AUCTION NOTICE.
Bidder	Separate company or companies, funds and/or entities, Brazilian or foreign, constituting a CONSORTIUM and participating in the BIDDING PROCESS.
Bidding Process	INTERNATIONAL BIDDING PROCESS No. 01/2021, carried out by ARTESP for purposes of securing this CONCESSION.

Block of Airports or Block	<p>Each of the groups of AIRPORTS which are the purpose of this bidding process, to be adjudicated as a set, as specified below:</p> <ul style="list-style-type: none"> • Northwest Block: the Airport of São José do Rio Preto – Aeroporto Professor Eriberto Manoel Reino (SBSR), the Airport of Presidente Prudente – Aeroporto de Presidente Prudente (SBDN), the Airport of Araçatuba – Aeroporto Dario Guarita (SBAU), the Airport of Votuporanga – Aeroporto Domingos Pignatari (SDVG), the Airport of Barretos – Aeroporto Chafei Amsei (SNBA), the Airport of Dracena – Aeroporto Moliterno de Dracena (SDDR), the Airport of Tupã – Aeroporto José Vicente Faria Lima (SDTP), the Airport of Presidente Epitácio – Aeroporto Geraldo Moacir Bordon (SDEP), the Airport of Andradina – Aeroporto Paulino Ribeiro de Andrade (SDDN), the Airport of Assis – Aeroporto Marcelo Pires Halzhausen (SNAX), the Airport of Penápolis – Aeroporto Doutor Ramalho Franco – (SDPN); and • Southeast Block: the Airport of Ribeirão Preto – Aeroporto Leite Lopes (SBRP), the Airport of Bauru-Arealva – Aeroporto Moussa Nakhil Tobias (SBAE), the Airport of Marília – Aeroporto Frank Miloye Milenkovich (SBML), the Airport of Sorocaba – Aeroporto de Sorocaba (SDCO), the Airport of Araraquara – Aeroporto Bartolomeu Gusmão (SBAQ), the Airport of São Carlos – Aeroporto Mário Pereira Lopes (SDSC), the Airport of Franca – Aeroporto Tenente Lund Pressoto (SIMK), the Airport of Guaratinguetá – Aeroporto Edu Chaves (EEAR), the Airport of Registro – Aeroporto de Registro (SSRG), the Airport of Avaré-Arandu – Aeroporto Luiz Gonzaga Lutti (SDRR), and the Airport of São Manuel – Aeroporto Nelson Garófalo (SDNO)
CADE	Conselho Administrativo de Defesa Econômica (Administrative Council for Economic Defense).
CADMADEIRA	State Registry of Legal Persons who market products and by-products sourced from Brazil's native flora in the STATE OF SÃO PAULO, established through State Decree no. 53.047/2008.
CDPED	Conselho Diretor do Programa Estadual de Desestatização do Estado de São Paulo (The State of São Paulo's Privatization Program's Council).
CEEP	Cadastro Estadual de Empresas Punidas (State Registry of Punished Corporations).
CEIS	Cadastro de Empresas Inidôneas ou Suspensas (National Registry of Ineligible and Suspended Companies).
Centralizer Account	Restricted transaction checking account held by the CONCESSIONAIRE, as regulated under ANNEX 06.

CFC	Conselho Federal de Contabilidade (Federal Accounting Council)
CNEP	Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies).
Concession	Legal relations established as a result of the STATE OF SÃO PAULO's commissioning of public services that are the purpose of the AGREEMENT, by means of Secretariat for Transportation and Logistics, to the SPECIFIC PURPOSE COMPANY, a private legal entity established by the GRANTEE to render said services on its own behalf and at its own risk by operating TARIFF REVENUE and NON-TARIFF REVENUE.
Concession Agreement Agreement	or CONCESSION Agreement for the CONCESSIONAIRE to render public expansion, operation, maintenance and investment services required for operating the AIRPORT COMPLEX on its behalf and at its own risk, by operating TARIFF REVENUE and NON-TARIFF REVENUE, pursuant to the terms and conditions of the AGREEMENT and ANNEXES.
Concession Term	The term when the CONCESSION is in force, starting from the EFFECTIVE DATE of this AGREEMENT.
Consortium	Adjustment between companies, funds or entities, in view of participating in the BIDDING PROCESS, which shall, upon winning said BIDDING PROCESS, establish a SPECIAL PURPOSE COMPANY, in accordance with Brazilian law.
Contracted Party or Concessionaire	SPECIFIC PURPOSE COMPANY established by the GRANTEE, which signs the AGREEMENT with the GRANTING AUTHORITY, with ARTESP as the intervening party.

Control	Subject to the terms of art. 116 of Federal Law no. 6.404 of December 15, 1976, control means having the right to: (a) hold the majority of votes in corporate resolutions, and the power to elect the majority of administrators or managers of another person, investment fund or private pension entity, as the case may be; and (b) effectively use its power to conduct social activities and guide operations or managers of another person, investment fund or private pension entity.
CVM	Brazilian Securities and Exchange Commission, created by Federal Law no. 6.385/76.
DAESP	Departamento Aeroviário do Estado de São Paulo (Airports Department of the State of São Paulo), as defined in State Law no. 10.385/1970, and the current operator of the AIRPORT COMPLEX.
Delegation Agreements	Agreements through which the FEDERAL GOVERNMENT commissions the administration of AIRPORTS comprising the AIRPORT COMPLEX to the STATE OF SÃO PAULO.
Depository Bank	FINANCIAL INSTITUTION authorized to render financial securities custody services to the PARTIES and to ARTESP, pursuant to the terms of the AGREEMENT and the ANNEXES.
Director Council of ARTESP	ARTESP's upper decision-making entity, whose constitution and powers are laid out in State Complementary Law no. 914/2002 and in ARTESP's By-Laws.
DOE/SP	The State of São Paulo's Official Gazette.
Economic Group	The BIDDER's or CONCESSIONAIRE'S ECONOMIC GROUP is comprised of associated, controlled or affiliated companies, under the terms of articles 1.097 onwards, the Civil Code, and article 243 of Federal Law nº 6.404/76, and companies or investment funds that have common directors, administrators, except for board members or shareholders (the latter having a stake of over 10%) or legal representatives, as well as those that depend economically or financially on another company or investment fund, in addition to companies or investment funds subject to the same global structure, including global sharing of knowledge, governance and corporate policies.

Economic-Financial Capacity	Documents required to prove the economic-financial capacity to transact with the GRANTING AUTHORITY.
Effective Date of the Agreement or Effective Date	Execution date of the Service Order, subject to the conditions established in the AGREEMENT.
Envelope	Envelope containing the contents of the BIDDER's PRICE PROPOSAL, the BID BOND and QUALIFICATION DOCUMENTS required in this BIDDING PROCESS.
Environmental Permits	Administrative acts that approve the feasibility, authorize the venture or activity to be developed in a specific location as well as its respective operation, in accordance with the applicable legislation and specifications provided for under all approved plans, programs and projects, including environmental control measures and other requirements.
Estimated Agreement Value	Estimated value of MANDATORY INVESTMENTS and PROJECTED INVESTMENTS added to the minimum FIXED GRANT amount.
EVTE	Technical and Economic Feasibility Study introducing CONCESSION-related technical, operational and economic concepts, in addition to investments that will comprise the PGI and the contract years related to when said investment are expected to take place, for purposes of devising the PGI. Investment amounts are for reference purposes only and included solely as estimates for the AGREEMENT. The CONCESSIONAIRE is to use the EVTE as a cornerstone to draw up the physical-executive schedule and the PHYSICAL-FINANCIAL SCHEDULE, which are to be submitted upon delivering the PGI.
Financial Institution	Any institution authorized by the Central Bank of Brazil or related body, if it is a foreign entity, whose main or ancillary activity relates to collecting, brokering or investing financial funds that it owns or those of third parties, in Brazilian or foreign currency, and third party-owned securities custody.

Financiers	Commercial banks, development banks, multilateral agencies, export credit agencies, trustees, fund managers, or other entities providing funding to the CONCESSIONAIRE or representing the creditors in such funding arrangements.
Fixed Grant	Sum offered in the PRICE PROPOSAL submitted by the CONCESSIONAIRE during the bidding process for the BLOCK in question, or at the end of the bidding competition phase, which shall be paid to the STATE OF SÃO PAULO as stipulated in the AUCTION NOTICE and ANNEXES.
Granting Authority	The STATE OF SÃO PAULO, represented by Secretariat for Transportation and Logistics.
Gross Revenue	Includes the sum of gross NON-TARIFF REVENUE and TARIFF REVENUE, which shall be transferred straight to the CENTRALIZER ACCOUNT, pursuant to the terms of the AGREEMENT and ANNEXES.
Guarantee Plan	Document to be produced by the CONCESSIONAIRE as a precondition for the execution of the AGREEMENT, including a list of all the guarantees that must be provided by the CONCESSIONAIRE, to secure the performance of the obligations undertaken within the scope of the AGREEMENT, which will be subject to review, according to the terms of the AGREEMENT.
Infrastructure Management Plan or PGI (in Portuguese)	Document to be devised by the CONCESSIONAIRE in accordance with the guidelines set out in ANNEX 02, featuring investment plans to be carried out by the CONCESSIONAIRE throughout the CONCESSION term.
Inspection Costs	Amount corresponding to 0.5% (one half percent) of the GROSS REVENUE earned by the CONCESSIONAIRE, which shall be paid to ARTESP in consideration of the activities incumbent upon it.
Insurance Plan	Document to be devised by the CONCESSIONAIRE as a requirement for signing this AGREEMENT, and which is to include a list of all mandatory insurance policies to be secured, under the terms of the AGREEMENT and ANNEXES, and whose policies shall be valid and in effect throughout the entire CONCESSION TERM, and may furthermore undergo reviews, as per the terms of the AGREEMENT.

International Bidding Process	The bidding process mode qualified in item I of article 22, c/c article 42 of Federal Law no. 8.666/1993.
IPCA/IBGE or IPCA	Índice Nacional de Preços ao Consumidor Amplo (Extended National Consumer Price Index) disclosed by IBGE – Instituto Brasileiro de Geografia e Estatística (Brazilian Institute of Geography and Statistics), or any other which may eventually replace it should it be discontinued.
JUCESP	Junta Comercial do Estado de São Paulo (Board of Trade of the State of São Paulo).
Legal Qualification	Legal documentation required to prove eligibility to transact with the GRANTING AUTHORITY.
Mandatory Investments	Investments, construction works, and additional mandatory measures specified in the PEA until Phase I-B is completed, subject to the terms of the AGREEMENT and the PEA.
Non-Tariff Revenue	Alternative, complementary or ancillary revenue earned by the CONCESSIONAIRE, whether by direct or indirect means, resulting from economic activities undertaken at the AIRPORT COMPLEX, and which are not paid through TARIFFS.
Parties	The GRANTING AUTHORITY and the CONCESSIONAIRE.
Performance Bond or Guarantee	Bond warranting the performance of obligations stipulated under the AGREEMENT, to be kept by the CONCESSIONAIRE, in favor of the STATE OF SÃO PAULO and ARTESP, in the amounts and as established in the AGREEMENT.

Physical-Financial Schedule	Schedule detailing the investments referenced in the PGI, in addition to those included on the occasion of ORDINARY REVIEWS and SPECIAL REVIEWS, which shall be included in the corresponding investment plans.
Price Proposal	Proposal that submitted the FIXED GRANT amount for carrying out the purpose of the CONCESSION, as regulated under the AUCTION NOTICE.
Procedures Guide	Document prepared by B3, including directions, rules and forms of documents for the procedures concerning the provision of the BID BOND, operating procedures, and all other procedures associated with the execution of the BIDDING PROCESS, carried out under the advisement of B3.
Projected Investments	Investments, construction works, and additional measures foreseen under the PEA for Phase II, which may undergo reviews, pursuant to the terms of the AGREEMENT and ANNEXES.
Public Administration	Federal, state, municipal, or Federal District bodies or entities comprising the direct or indirect Public Administration.
Public Commissioned Services or Commissioned Services	Services to be provided by the CONCESSIONAIRE, encompassing expansion, maintenance and operation services as well as investments required for operating AIRPORT COMPLEXES comprising the Northwest and Southeast Blocks, according to the terms of the AGREEMENT and its ANNEXES.
Public Consultation	AUCTION NOTICE, AGREEMENT and ANNEX draft versions, in addition to collecting suggestions submitted by interested parties
Public Hearing	First stage held on May 12, 2020, in compliance with the terms of article 29 of State Law no. 10.177/1998, for purposes of disclosing this CONCESSION's model to the general public, answering inquiries and gathering suggestions to draw up the AUCTION NOTICE, this AGREEMENT and its ANNEXES.
Public Session	In-person public session held, at the headquarters of B3, to collect the ENVELOPES and execute other BIDDING PROCESS-related activities.

Qualification Conditions	The documents and their respective conditions, observed and produced by the participants in the INTERNATIONAL BIDDING PROCESS no. 01/2021, in view of their LEGAL QUALIFICATION, corroborating their TAX AND LABOR COMPLIANCE, TECHNICAL QUALIFICATION and ECONOMIC-FINANCIAL CAPACITY, as established in this AUCTION NOTICE.
Qualification Documents	Documents to be produced by the BIDDER in ENVELOPE C – QUALIFICATION DOCUMENTS, to corroborate the QUALIFICATION CONDITIONS, as established in the AUCTION NOTICE.
Related Parties	With regard to the CONCESSIONAIRE, any individual comprising its ECONOMIC GROUP, in addition to any and all individuals considered as such in accordance with current accounting standards.
Service Quality Indicators (SQI)	Service standard indicators to be rendered by the CONCESSIONAIRE throughout the entire performance of the AGREEMENT, in accordance with standards laid out in ANNEX 02.
Session Director	B3 representative who will conduct the PUBLIC SESSION to be held for the classification of the PRICE PROPOSALS, on behalf of the SPECIAL BIDDING COMMISSION, according to the terms of the AUCTION NOTICE.
SPE or Special Purpose Company	A joint stock company established under Brazilian law with the specific purpose of providing public services that are the purpose of this CONCESSION.
Special Bidding Commission or CEL	Commission in charge of receiving, examining and appraising all bidding process documents, in addition to carrying out the procedures associated with the BIDDING PROCESS.
STATE CADIN	Registry of Outstanding Credits of State Agencies and Entities established through State Law no. 12.799/2008, and regulated under State Decree no. 53.455/2008, where the names of individuals and legal entities owing debts to Administration agencies and entities of the STATE OF SÃO PAULO are recorded.
State of São Paulo	The GRANTING AUTHORITY, represented by Secretariat for Transportation and Logistics, and the Federal Government's assignee to run, operate and maintain AIRPORTS comprising the AIRPORT COMPLEX, pursuant to the terms of the DELEGATION AGREEMENTS.

Subcontracted Party	Third party secured at the CONCESSIONAIRE's own expense and risk to undertake operations, or to oversee CONCESSION operations.
Tariff or Airport Tariff	Tariff charged by the CONCESSIONAIRE from the USERS, according to the terms of the AGREEMENT, and particularly ANNEX 05, and pursuant to the regulations enforced by ARTESP and ANAC.
Tariff Revenue	Revenue stemming solely from collection of AIRPORT TARIFFS paid by AIRPORT COMPLEX USERS.
Tax and Labor Compliance	Attribute resulting from the submission and approval of documentation required to prove tax and labor compliance for purposes of transacting with the GRANTING AUTHORITY.
Technical Qualification	Documents required to prove technical capacity to transact with the GRANTING AUTHORITY.
Technical Visit	Visit to the AIRPORT COMPLEX so that the interested party may collect technical information and additional information deemed relevant to prepare its PRICE PROPOSAL.
Timetable for the Paying in of Capital Stock	Timetable for paying in of the SPE's capital stock, as specified in ANNEX 14 of the AGREEMENT.
Tripartite Agreement	Agreement executed among the trustee representing the FINANCIERS, or among the FINANCIERS directly, the GRANTING AUTHORITY, ARTESP and the CONCESSIONAIRE, which governs the relationship among those four parties in view of the complete performance of the AGREEMENT and the preservation of FINANCIERS' interests, according to the terms of ANNEX 15.
Users	Any and all natural persons or legal entities being rendered services provided by the CONCESSIONAIRE or by a third party appointed by the latter in the AIRPORT COMPLEX, including AIRLINES that operate in the AIRPORT COMPLEX, and those being rendered storage and cargo handling services.
Variable Grant	Amount payable to the STATE OF SÃO PAULO, computed as 1% (one percent) of the GROSS REVENUE earned by the CONCESSIONAIRE as of the 13 th (thirteenth) month after the EFFECTIVE DATE OF THE AGREEMENT, as established in the AGREEMENT.

Winning Bidder	Bidder declared the winner after having submitted the best ranked proposal and fulfilled all AUCTION NOTICE requirements, and to whom the BIDDING PROCESS shall be awarded.
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CHAPTER I – GENERAL PROVISIONS

1. PURPOSE

- 1.1. The purpose of this BIDDING PROCESS is to select the most favorable proposal for the CONCESSION of services consisting of the expansion, maintenance, operation, and investments required for the operation of AIRPORT COMPLEXES comprising the Northwest and Southeast Blocks, according to the terms of the AGREEMENT and its ANNEXES, including:
- i. preparation of necessary projects, procurement of approvals, authorizations and ENVIRONMENTAL PERMITS, as well as execution of construction works and MANDATORY INVESTMENTS and PROJECTED INVESTMENTS, subject to the PEA and the PGI, to enable operations of the AIRPORT COMPLEX;
 - ii. execution and management of PUBLIC COMMISSIONED SERVICES, to be rendered by the CONCESSIONAIRE, necessarily and without interruption, during the entire CONCESSION TERM, subject to the provisions of item 28.2 of the AGREEMENT;
 - iii. supporting the execution of services not included within the purpose of the CONCESSION, which are incumbent exclusively upon ARTESP or other PUBLIC ADMINISTRATION bodies or entities, according to the terms of the AGREEMENT and this AUCTION NOTICE;
 - iv. operation of economic activities, by the CONCESSIONAIRE directly or by third parties contracted by same, which produce NON-TARIFF REVENUE;
 - v. securing, investing and managing all financial funds required for the fulfillment of the purpose of the CONCESSION;
 - vi. supplying all consumables needed to render services which are the purpose of the CONCESSION; and
 - vii. preventive and corrective maintenance of assets comprising the CONCESSION, so as to keep them fully operational and able to fulfill the purpose of the AGREEMENT.
- 1.2. Specification of the purpose, as referenced above, is further detailed in the AGREEMENT and its ANNEXES.
- 1.3. Execution of the purpose of this BIDDING PROCESS shall adhere to the rules, standards and other procedures established in the applicable laws, in this AUCTION NOTICE, in the AGREEMENT and the ANNEXES, as well as the documents produced by the WINNING BIDDER.

2. VALIDITY AND TERM

- 2.1. The term of duration of the CONCESSION is 30 (thirty) years, counted as of the EFFECTIVE DATE, as established in the draft AGREEMENT, which may be extended in the events referenced in the AGREEMENT and under the current legislation.

3. ESTIMATED AGREEMENT VALUE

- 3.1. The ESTIMATED AGREEMENT VALUE, corresponding to the estimated value of PROJECTED INVESTMENTS and MANDATORY INVESTMENTS to be made by the CONCESSIONAIRE, throughout the entire CONCESSION, added to the minimum FIXED GRANT amount, is:

For the Northwest Block: R\$ 188,100,089.00 (one hundred and eighty-eight million, one hundred thousand and eighty-nine Reais) on the reference date of November 2020.

For the Southeast Block: R\$ 279,796,666.00 (two hundred and seventy-nine million, seven hundred and ninety-six thousand, six hundred and sixty-six Reais) on the reference date of November 2020.

- 3.2. The ESTIMATED AGREEMENT VALUE is for reference purposes only and shall not be alleged by the BIDDERS for any purposes whatsoever, nor invoked by any of the PARTIES or by ARTESP, as grounds to claim the economic-financial restoration of the AGREEMENT, or for any other purpose that imply using the ESTIMATED AGREEMENT VALUE as a baseline for indemnifications, reimbursements and like measures.

4. CLARIFICATIONS AND CHALLENGES TO THE AUCTION NOTICE

- 4.1. Any interested party may submit, no later than June 24, 2021, a request for clarifications and information on the BIDDING PROCESS, provided that:

- i. Clarification requests shall be written in Brazilian Portuguese, with questions arranged in accordance with the model defined and set forth under ANNEX 20, identifying the interested party, including its electronic address (email), and informing the item(s) of the AUCTION NOTICE, the AGREEMENT or its ANNEXES to which the question(s) refer(s), and (i) sent to the email address concessao.aeroportos@artesp.sp.gov.br, referencing the subject “*Airport Concessions of the State of São Paulo | Requests for Clarifications concerning the Northwest Block and the Southeast Block*”, or (ii) filed with ARTESP, at Rua Iguatemi, 105 - Itaim Bibi, São Paulo/SP, by 5:30 pm on June 24, 2021, to the attention of the SPECIAL BIDDING COMMISSION, along with a digital medium containing the documents in Excel and/or Word format, as well as PDF format.
- ii. Answers to inquiries shall be sent by electronic message no later than July 8, 2021 and disclosed to all interested parties at ARTESP’s homepage (www.artesp.sp.gov.br), without naming the individual responsible for requesting the clarifications.
- iii. All relevant clarifications, addendums or notifications shall become an integral part of this AUCTION NOTICE, provided the requirement specified in subsection 4.1.2 hereunder is met, being binding on the STATE OF SÃO PAULO, ARTESP, the BIDDERS and the CONCESSIONAIRE, for all purposes.
- iv. If no clarification requests are received, it shall be assumed that the information and elements provided in this AUCTION NOTICE, in the AGREEMENT and the ANNEXES are sufficient to enable the preparation of the PRICE PROPOSAL and the delivery of QUALIFICATION DOCUMENTS, and consequently, participation in the BIDDING PROCESS, which is why subsequent inquiries shall not be accepted.

4.1.1. At the discretion of the SPECIAL BIDDING COMMISSION, regular replies may be published following the same standards specified in item 4.1 concerning clarification requests that are submitted by the interested parties throughout the term elapsing from publication of this AUCTION NOTICE, until the date established in the aforementioned item 4.1.

- 4.1.2. For purposes of this BIDDING PROCESS, only clarifications, addendums or notifications published at ARTESP's homepage (www.artesp.sp.gov.br), in PDF format, including an electronic signature, digital signature or digital certification identification, according to the terms of State Decree No. 64.355 of July 31, 2019, of the member of the CEL designated, under an ARTESP Ordinance, to coordinate the work of the CEL, shall be deemed valid.
- 4.1.2.1. In the event that the State of São Paulo's digital document management system is unavailable, which is communicated by means of a notice published at ARTESP's homepage (www.artesp.sp.gov.br), for purposes of this BIDDING PROCESS, all clarifications, addendums or notifications published in PDF format, by scanning documents produced in physical means and signed by the member of the CEL designated, under an ARTESP Ordinance, to coordinate the work of the CEL, shall be deemed valid.
- 4.1.3. Requests for clarification concerning the AUCTION NOTICE shall be applied to all BLOCKS, connecting the competition for all BLOCKS, save for the exception established in the following subsection, and any exception established directly in the request for clarification.
- 4.1.3.1. Requests for clarification concerning the ANNEX 02, relating to each AIRPORT COMPLEX specifically and/or the investments to be made in each AIRPORT, shall be answered for each BLOCK individually, provided that answers shall only be binding on the competition for the BLOCK to which the question refers, without affecting the others.
- 4.2. Any citizen is a legitimate party to challenge this AUCTION NOTICE, provided that such challenge shall be submitted in the same way as the request for clarifications specified in item 4.1 of this AUCTION NOTICE, within 5 (five) working days prior to the date scheduled for the opening of the ENVELOPES, subject to the lapse of the right to challenge this auction notice, whereas ARTESP shall examine and answer the challenge within no more than 3 (three) working days.
- 4.2.1. Any challenge to the AUCTION NOTICE and ANNEXES shall be construed to reference all BLOCKS, unless it refers to ANNEX 02 and relates specifically to a particular AIRPORT COMPLEX and/or the investments to be made in each AIRPORT, or to a topic specifically affecting a single BLOCK.
- 4.2.2. For purposes of this BIDDING PROCESS, only replies to challenges published pursuant to subsection 4.1.2 hereunder shall be deemed valid.
- 4.2.3. The right to challenge the terms of this AUCTION NOTICE, pursuant to article 41, paragraph 2, of the Federal Law no. 8.666/93, of the BIDDER that fails to do so by the second business day prior to the date established for the PUBLIC SESSION for submission of the ENVELOPES shall lapse.
- 4.3. All correspondences, clarification requests, objections, and any other BIDDING PROCESS-related documents, whether physical or electronic, shall be deemed delivered at the time of their receipt by the recipient, unless the delivery takes place after 5:30 pm Brasilia time, even if the correspondence is delivered in electronic form.
- 4.4. Correspondence delivered after 5:30 pm Brasilia time, shall be deemed delivered, for all purposes, including to verify whether it was sent on time, on the next working day.
- 4.5. Inquiries unrelated to this BIDDING PROCESS, or which have been drafted in a way other than as provided for under item 4.1 of this AUCTION NOTICE, shall not be answered.
- 4.6. Only those who express interest by sending an email to concessao.aeroportos@artesp.sp.gov.br, referencing the subject "*Interested Party Registration – Northwest Block and Southeast Block*", including the identification of (i) name/company name; (ii) nationality/country where they are headquartered; (iii)

profession/corporate purpose; (iv) ID and CPF/CNPJ numbers; (v) address; (vi) telephones and email for contact, will be assured that:

- i. they will be notified directly by email on all BIDDING PROCESS stages;
- ii. they will be notified directly by email on all clarifications made in regard to this AUCTION NOTICE;
- iii. they will be sent a copy of the administrative act preceding potential amendments made to this AUCTION NOTICE, as the case may be; and
- iv. they will receive additional notifications by email with content that is significant to the BIDDING PROCESS.

4.7. ARTESP may, at its own initiative or in light of the answer produced to the clarification requests or objections, amend this AUCTION NOTICE, at any time, by issuing an erratum, to be published in the DOE/SP.

4.8. If the amendment of the AUCTION NOTICE affects formulation of the PRICE PROPOSALS, as established in article 21, §4, of Federal Law no. 8.666/1993, ARTESP shall transfer the date of the PUBLIC SESSION to be held for the delivery of the ENVELOPES, scheduled as stipulated in the preamble to the AUCTION NOTICE, informing BIDDERS by way of a publication in the State of São Paulo's Official Gazette (DOE/SP) and at ARTESP's homepage (www.artesp.sp.gov.br). In this case, the TECHNICAL VISIT, challenges and clarification request deadlines shall be extended.

4.9. In the event that a legal or administrative action suspends the BIDDING PROCESS in connection with a given BLOCK, ARTESP is allowed, at its discretion, to proceed with the bidding process for the other BLOCK.

5. TECHNICAL VISIT

5.1. The purpose of the TECHNICAL VISIT is to allow the interested parties to examine the conditions of the AIRPORT COMPLEX, assess its technical-operating characteristics, the materials and equipment needed to carry out the purpose of the CONCESSION, gathering all the information and subsidies deemed necessary for the preparation of the PRICE PROPOSAL, as the interested party finds appropriate, provided that the GRANTING AUTHORITY and ARTESP shall not be held liable if the data gathered during the TECHNICAL VISIT prove to be insufficient.

5.2. Any parties interested in executing the TECHNICAL VISIT to examine, on site, the conditions and the nature, and to quantify the materials and equipment needed to carry out the CONCESSION AGREEMENT, shall submit, by July 14, 2021, a TECHNICAL VISIT request, by sending an email to concessao.aeroportos@artesp.sp.gov.br, referencing the subject "*Technical Visit | Northwest Block and/or Southeast Block*", and indicating the AIRPORT(s) that will be subject of the visit, and attaching a document, in PDF format, naming and qualifying the representatives of the interested party who will make the visit, along with corroboration of their representation powers.

5.3. The list of interested persons who carried out the TECHNICAL VISIT, as well as their list of representatives, shall be kept confidential by the GRANTING AUTHORITY until the date set for the receipt of the ENVELOPES.

5.4. ARTESP will post on its homepage (www.artesp.sp.gov.br) the dates on which the TECHNICAL VISITS may take place at each AIRPORT, provided that the interested parties express their intention to proceed with the TECHNICAL VISIT. Upon ARTESP's receipt of the email, and subject to the fulfillment of mandatory requirements established in this AUCTION NOTICE, an email will be sent to the interested party in order to schedule a date and time for the TECHNICAL VISIT. The interested party shall be

escorted by members of ARTESP and/or DAESP to all locations with restricted public access.

5.4.1. Whether or not it decides to make the TECHNICAL VISIT, the BIDDER shall represent, according to the terms of item 5.12, that it is familiar with the current conditions of the AIRPORT COMPLEX, its supply chain processes and accesses, and that it was offered ample opportunity to gather the information necessary for the preparation of its PRICE PROPOSAL and the proper performance of the AGREEMENT.

5.4.2. The sole purpose of the TECHNICAL VISIT is to enable interested parties to collect technical information they deem convenient, so that neither the GRANTING AUTHORITY nor ARTESP will be liable for the insufficiency of the information gathered during the TECHNICAL VISIT.

5.5. According to the terms of the current laws and rules, in addition to the TECHNICAL VISIT, the interested parties may execute technical inspections, appraisals and the appropriate examinations, at their sole account and risk, and at their expenses, in order to determine the current conditions of the AIRPORT COMPLEX, concerning the Northwest Block and/or the Southeast Block, considering all aspects necessary to prepare its PRICE PROPOSAL.

5.5.1. BIDDERS may not claim ignorance of the technical characteristics of the AIRPORT COMPLEX, its supply chain processes and accesses, to justify any eventual losses, unconformities, performance difficulties, or claims for compensation of any kind.

5.6. Each interested party may execute as many TECHNICAL VISITS as are deemed necessary, always escorted by representatives of ARTESP and/or DAESP, when accessing locations with restricted public access. To this end, representatives appointed by the interested parties shall report to the location, on the date and time to be established according to the terms of the TECHNICAL VISIT request referenced in this AUCTION NOTICE.

5.7. The TECHNICAL VISIT may be made by as many representatives as the interested party deems necessary, who shall be named in the TECHNICAL VISIT request, subject to any technical impediments, to be duly justified by ARTESP and/or DAESP.

5.8. Each interested party, at the time of the TECHNICAL VISIT, shall bring along any technicians and experts that it deems appropriate to gather the information that it deems necessary, provided that no additional information or clarifications may be requested from the representatives of ARTESP and/or DAESP. Any clarification requests shall be made in writing by the interested parties or BIDDERS, pursuant to the method and under the deadline set forth under item 4.1 of the AUCTION NOTICE.

5.8.1. Transportation to the location of the TECHNICAL VISIT shall be arranged by each interested party.

5.9. The execution of a TECHNICAL VISIT by each BIDDER is optional, and it is not a precondition for the participation in this BIDDING PROCESS.

5.10. The GRANTING AUTHORITY and ARTESP shall consider that the PRICE PROPOSALS to be submitted were prepared with perfect knowledge of the conditions of the rendering of services to be contracted, and of the AIRPORT COMPLEX, and the BIDDER may not claim any type of ignorance as an impeding element for proper drafting of the PRICE PROPOSAL, or for full compliance with the AGREEMENT, requesting amendments to the AGREEMENT's prices, terms, or conditions, or claim any losses or claim any benefits, based on the grounds of insufficient data or information about it.

5.11. At the end of the TECHNICAL VISIT, ARTESP shall issue 02 (two) copies of the TECHNICAL VISIT certificate, one of which will be made available to the BIDDER, while the other remains in the possession of ARTESP, and both being signed by the responsible representative.

- 5.11.1. The TECHNICAL VISIT certificate provided to the BIDDER shall be included in the ENVELOPE containing the QUALIFICATION DOCUMENTS.
- 5.12. Any BIDDER that decides not to execute the optional TECHNICAL VISIT to any of the AIRPORTS comprising the respective BLOCK for which it submits a PRICE PROPOSAL shall produce a statement representing that it is familiar with the AIRPORT COMPLEX, based on the form provided in ANNEX 20, and stating that it is aware that it had the option to make a TECHNICAL VISIT and assess the entire AIRPORT COMPLEX, but that, in light of the risks and consequences involved, it chose to prepare its PRICE PROPOSAL without executing the TECHNICAL VISIT that was offered to it, as established in item 13.36, subparagraph xi, of the AUCTION NOTICE.

6. APPRAISAL CRITERION – FIXED GRANT PAYABLE

- 6.1. To prepare the PRICE PROPOSAL and participate in open-outcry bidding, BIDDERS shall consider that, in consideration of the commissioning of public operational services that are the purpose of the CONCESSION AGREEMENT, the CONCESSIONAIRE shall pay to the STATE OF SÃO PAULO the amount proposed by way of the FIXED GRANT and the VARIABLE GRANT, to be invested as established in Article 13 of Decree no. 7.624 of November 22, 2011, without prejudice to any other amounts payable, according to the terms of the AGREEMENT.
- 6.2. The appraisal criterion adopted for this BIDDING PROCESS is the highest FIXED GRANT amount per AIRPORT BLOCK, provided that the winning BIDDER will be the one who, according to the rules and procedures described in this AUCTION NOTICE, offers the highest amount by way of the FIXED GRANT payable, which shall be paid by the WINNING BIDDER adjudicated each BLOCK, in full, in a single payment, as a precondition for the execution of the AGREEMENT, considering the minimum amount of:
- For the Northwest Block:
- i. R\$ 6,838,191.00 (six million, eight hundred and thirty-eight thousand, one hundred and ninety-one Reais), on the reference date of November 2020;
- and
- For the Southeast Block:
- ii. R\$ 13,217,476 (thirteen million, two hundred and seventeen thousand, four hundred and seventy-six Reais), on the reference date of November 2020.
- 6.3. Payment of the FIXED GRANT, whose price shall be the one offered by the WINNING BIDDER for each BLOCK, considering the minimum amounts established in item 6.2, and the premium included in its PRICE PROPOSAL, is a condition for execution of the AGREEMENT.
- 6.3.1. The amounts payable by way of the VARIABLE GRANT shall be paid according to the rules specified in the AGREEMENT and shall not be included in the PRICE PROPOSAL.
- 6.4. As a prior requirement for executing the AGREEMENT, the WINNING BIDDER for each BLOCK shall open the CENTRALIZER ACCOUNT and secure the DEPOSITARY BANK's services.
- 6.4.1. All costs incurred to secure the DEPOSITARY BANK shall be borne by the WINNING BIDDER and, after execution of the AGREEMENT, by the CONCESSIONAIRE for each BLOCK.

7. TARIFF REVENUE AND NON-TARIFF REVENUE

- 7.1. To prepare the PRICE PROPOSAL and draw up offers for the open-outcry bidding, the BIDDERS shall consider that the CONCESSIONAIRE for each BLOCK shall have the right to charge AIRPORT TARIFFS from AIRPORT COMPLEX USERS, as established in the AGREEMENT and, especially, in ANNEX 05, always respecting equity and tariff affordability criteria.
- 7.2. In addition to revenue earned with the AIRPORT TARIFFS, earnings of the CONCESSIONAIRE for each BLOCK may also consist of NON-TARIFF REVENUE resulting from operating, whether directly or indirectly, executed at its sole responsibility, other economic activities, as and subject to the limitations established in the AGREEMENT and the ANNEXES, according to ARTESP rules and, when applicable, ANAC regulations.
- 7.3. The TARIFF REVENUE and NON-TARIFF REVENUE collected by the CONCESSIONAIRE for each BLOCK, as stipulated in the AGREEMENT, shall be considered to estimate the amount payable by way of the VARIABLE GRANT and INSPECTION COSTS for inspection activities executed by ARTESP within the scope of the CONCESSION, as defined in the AGREEMENT and ANNEXES.
- 7.4. The information, studies, research, investigations, assessments, projects, schedules, and other documents or data that are not included as ANNEXES, but which have been made available by the GRANTING AUTHORITY or by ARTESP concerning the AIRPORT COMPLEX associated with the Northwest Block and/or the Southeast Block, and the operation thereof, were executed and obtained for reference purposes only, to support calculations that established the economic-financial feasibility of the CONCESSION, and provided they are not binding or effective, in any way, on BIDDERS or the future CONCESSIONAIRE for each BLOCK, from the perspective of the GRANTING AUTHORITY's or ARTESP's responsibility.

CHAPTER II – BIDDING PROCESS RULES

8. CONDITIONS OF PARTICIPATION

- 8.1. Companies, legal entities, and Brazilian or foreign entities, whether individual or comprising a CONSORTIUM, and whose nature and purpose are attuned to their participation in the BIDDING PROCESS, may participate in the BIDDING PROCESS, provided they fulfill all the terms and conditions hereunder.
- 8.2. BIDDERS may, at their sole discretion, execute a brokerage agreement with an ACCREDITED BROKER, provided that any such contract shall, if BIDDERS choose to execute it, be done according to the terms of the PROCEDURES GUIDE attached to this AUCTION NOTICE as ANNEX 19.
- 8.3. No interested party, whether an individual company or a CONSORTIUM, may participate in the BIDDING PROCESS to the extent that it:
 - 8.3.1. is temporarily suspended from participating in bidding processes, and is unable to contract with the direct or indirect Administration of the State of São Paulo, as a result of Article 87, item III, and Article 88 of Federal Law No. 8.666/1993, Article 7 of Federal Law No. 10.520/2002, or article 47 of Federal Law No. 12.462/2011;
 - 8.3.2. has been declared disreputable to bid or contract with any federative entity's PUBLIC ADMINISTRATION, as specified in article 87, item IV, of Federal Law no. 8.666/1993;

8.3.3. has been sentenced, through a final and unappealable sentence, to the penalty of interdiction of rights resulting for practicing environmental crimes, as set forth under article 10 of Law no. 9.605/1998;

8.3.4. has been declared bankrupt;

8.3.4.1. In regard to legal entities in the process of judicial or extrajudicial restructuring, their participation in the BIDDING PROCESS shall be admitted, as long as their economic capacity is established, during the qualification phase, according to the terms of item 13.18.

8.3.5. has a record of an impediment to participate in this BIDDING PROCESS or to contract, on the records referenced in Article 22 of Federal Law No. 12.846/2013, and Article 5 of State Decree no. 60.106/2014;

8.3.6. has been prohibited by CADE's Plenary sitting from participating in PUBLIC ADMINISTRATION bidding processes due to financial breaches committed, under the terms of article 38, subsection II of Federal Law no. 12.529/2011;

8.3.7. has been prohibited from transacting with the PUBLIC ADMINISTRATION due to sanctions enforcing restriction of rights resulting from an environmental administrative breach, under the terms of article 72, paragraph 8, subsection V, of Federal Law no. 9.605/1998;

8.3.8. has been prohibited from transacting with Public Authorities due to conviction for an act of administrative improbity, pursuant to Article 12 of Federal Law no. 8.429/1992;

8.3.9. has been declared disreputable by the State of São Paulo's Audit Court Plenary sitting to transact with the PUBLIC ADMINISTRATION, pursuant to article 108 of Complementary State Law no. 709/1993;

8.3.10. has been temporarily suspended, impeded or declared to be unfit to bid or transact with the PUBLIC ADMINISTRATION for non-compliance with the Information Access Law, pursuant to article 3, items IV and V, of Federal Law no. 12.527/2011, and article 74, subsections IV and V, of State Decree no. 58.052/2012.

8.3.11. has been secured by the State Highway Authority (DER), or subcontracted by same, to prepare the studies taken as reference for structuring this CONCESSION.

8.4. Any person who in the last 6 (six) months, effective as of the date of publication of the AUCTION NOTICE, has worked as a server or officer of the contracting agency/entity/responsible for the BIDDING PROCESS may not participate, whether directly or indirectly, in the BIDDING PROCESS, and any server or director of the agency/entity responsible for managing or overseeing the AGREEMENT, who has in the previous 06 (six) months performed any type of duty relating to the management, execution or decision-making for the AGREEMENT may not participate, directly or indirectly, in the CONCESSIONAIRE's performance of the AGREEMENT, under the terms of article 9, item III, and paragraph 3, of Federal Law no. 8.666/1993.

8.4.1. For purposes of item 8.4 above, indirect participation is defined as the existence of any documents proving that the person mentioned therein has participated in the structuring of this BIDDING PROCESS is authorized to act as a legal representative, director, manager, partner, controller or technical officer of, or has any legal, technical, business, economic, financial, labor or corporate ties with, the BIDDER or any company of the BIDDER's ECONOMIC GROUP.

8.4.2. For purposes of item 8.4 hereunder, ARTESP, DAESP, the Secretaria de Projetos, Orçamento e Gestão (Secretariat for Projects, Budgeting and Management) and the Secretaria de Transporte e Logística (Secretariat for Transportation and Logistics), both of the STATE OF SÃO PAULO, shall be deemed the agency/entity

contracting party/responsible for this BIDDING PROCESS, and for managing and overseeing the AGREEMENT.

- 8.5. AIRLINES are not eligible to participate in the BIDDING PROCESS, neither individually nor in a consortium.

8.5.1. The restriction referenced in item 8.5 shall apply to the legal entities comprising the ECONOMIC GROUP, parent companies, subsidiaries and affiliates of any AIRLINES, as well as the subsidiaries and affiliates of the parent companies and subsidiaries of any AIRLINES.

- 8.6. Foreign companies, entities or organizations that do not operate in Brazil shall comply, to the extent possible, with the QUALIFICATION CONDITIONS, by submitting equivalent documents authenticated by the Consulate General of Brazil in the Country of origin, and translated by a sworn translator, and shall have legal representation in Brazil, with express powers to receive notifications and to answer for the company in a legal and in an administrative capacity.

8.6.1. Foreign companies, legal entities and organizations originating from States that are Signatories to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, enacted in Brazil through Federal Decree No. 8.660/2016, may replace the authentication requirement with the respective consulate referred to in item 8.6 above, by attaching the apostille referenced in articles 3 and 4 of said Convention. The documents and the respective apostille shall be translated by a sworn translator.

8.6.1.1. The QUALIFICATION DOCUMENTS equivalent to those requested hereunder shall be submitted in such a way as to allow for a clear reading of their expiration date, enforceability and validity, and the BIDDER shall indicate the item of the AUCTION NOTICE to which the document corresponds.

8.6.1.2. If no documents exist that are equivalent to those requested hereunder, the BIDDER shall submit a written statement notifying this fact, based on the form included in ANNEX 20.

8.6.1.3. Foreign companies or partnerships that do not operate in Brazil shall produce a statement by which they agree, in order to participate in the BIDDING PROCESS, to submit to the laws of the Federative Republic of Brazil, including the provisions of article 32, §4, of Federal Law no. 8.666/1993, based on the form attached as ANNEX 20.

- 8.7. The BIDDERS shall be responsible for assessing the conditions of the purpose of the BIDDING PROCESS, and all data and information about the CONCESSION, and for examining all instructions, conditions, requirements, laws, decrees, standards, specifications and regulations applying to the bidding process and to the CONCESSION, bearing their respective costs and expenses, including the costs and expenses incurred with studies, investigations, assessments, projects and investments.

- 8.8. No consortiated member, nor its subsidiaries, parent companies, affiliates or companies having the same parent, shall be allowed to participate in more than one CONSORTIUM in the bidding for a single AIRPORT BLOCK, even if the members or interests differ, or individually.

8.8.1. Additionally, the participation of a consortium member, or its subsidiaries, parent companies, affiliates or companies having the same parent, in CONSORTIUMS made up of different members, to submit PRICE PROPOSALS for both AIRPORT BLOCKS will not be allowed.

8.8.2. Restrictions established in items 8.8 and 8.8.1 shall not preclude a single interested party, or even a single CONSORTIUM, from submitting PROPOSALS for both AIRPORT BLOCKS, as long as, in the event of a CONSORTIUM, the latter is made up of the same members.

- 8.9. Regarding CONSORTIUMS, the following rules shall be observed, notwithstanding other rules included in this AUCTION NOTICE and pertaining to the applicable legislation:
- 8.9.1. Disqualification of any consortium member shall entail automatic disqualification of the CONSORTIUM;
- 8.9.2. There is no maximum number of participants to constitute a CONSORTIUM;
- 8.9.3. The inclusion, replacement, removal or exclusion of any consortium member shall not be admitted, nor will amendments made to the proportion of consortium members' stakes, or, yet, the replacement of the leader company until execution of the AGREEMENT, at which time the contractual regulations for any amendment made to the shareholding structure of the SPECIAL PURPOSE COMPANY shall be fulfilled;
- 8.9.4. The consortium members shall be jointly and severally liable for all acts performed by the CONSORTIUM in this BIDDING PROCESS, until the AGREEMENT is signed;
- 8.9.5. The CONSORTIUM may be made up exclusively of foreign companies and entities, without the participation of Brazilian entities; and
- 8.9.6. Regarding CONSORTIUMS composed of companies and/or other Brazilian and foreign entities, the leadership shall necessarily be exercised by the Brazilian company or entity, pursuant to the terms of article 33, paragraph 1 of Federal Law no. 8.666/1993;
- 8.10. Without prejudice to any other documents required in the AUCTION NOTICE, the BIDDER's participation in the form of a CONSORTIUM shall be conditioned to the production of an undertaking to form a CONSORTIUM, subscribed by the consortium members, expressly indicating the BLOCK(S) for which the PRICE PROPOSAL(S) is/are presented.
- 8.11. Participation in this BIDDING PROCESS shall imply the full, unconditional acceptance of all terms, conditions and provisions of this AUCTION NOTICE, as well as the draft versions of the AGREEMENT, ANNEXES and other provisions that apply to the BIDDING PROCESS, provided the BIDDER or CONCESSIONAIRE do not claim any form of ignorance as an impediment to the appropriate preparation of the PRICE PROPOSAL or to the full compliance with the AGREEMENT.
- 8.12. BIDDERS shall bear all costs related to preparing and submitting PRICE PROPOSALS and participating in the BIDDING PROCESS, whereas the GRANTING AUTHORITY and ARTESP shall not be liable, under any circumstance, for said costs, regardless of proceedings following in the BIDDING PROCESS or its results.

9. GENERAL PROCEDURE

- 9.1. The BIDDING PROCESS shall be processed and appraised by the CEL, with the support of B3, which shall assist in the execution of the BIDDING PROCESS and all correlated activities.
- 9.2. Each BIDDER shall be responsible for carrying out, at their own risk, surveys and studies for each of the AIRPORT COMPLEXES, in addition to developing projects to support the submission of their PRICE PROPOSALS for each BLOCK.
- 9.3. For purposes of interpreting any regulations that might apply to the AUCTION NOTICE, any differences which may potentially arise while enforcing this AUCTION NOTICE shall be settled according to the terms of the documents listed hereunder, respecting the following priority order:
- i. the AUCTION NOTICE;

- ii. the AGREEMENT; and
 - iii. the ANNEXES.
- 9.4. The BIDDER may submit a PRICE PROPOSAL for just one of the 02 (two) BLOCKS or, at its discretion, PRICE PROPOSALS for both BLOCKS.
- 9.4.1. If the BIDDER is interested in submitting PRICE PROPOSALS for both BLOCKS, production of one BID BOND shall suffice.
- 9.4.2. If PRICE PROPOSALS are submitted for both BLOCKS, the PRICE PROPOSAL for each BLOCK shall be produced separately but placed inside a single ENVELOPE B – PRICE PROPOSAL, which shall not, under any circumstance, have on the outside any indication allowing for the identification of the BLOCK to which the PROPOSAL refers.
- 9.5. The BIDDING PROCESS concerning the BLOCKS shall be processed and appraised with its stages reversed, first assessing the PRICE PROPOSAL, ranking the PRICE PROPOSALS for each BLOCK, and processing, as applicable, the open-outcry bidding phase, announced out loud, which shall be held simultaneously for all BLOCKS, and thereafter appraising the BID BOND and the QUALIFICATION DOCUMENTS of the BIDDER who submitted the best PRICE PROPOSAL for each BLOCK.
- 9.6. The PRICE PROPOSAL shall be assessed prior to the BID BOND and the QUALIFICATION DOCUMENTS.
- 9.7. During the ranking stage, the PRICE PROPOSALS shall be ranked according to the criterion of the highest price offered for the FIXED GRANT per BLOCK, as established in ANNEX 19.
- 9.8. After the PRICE PROPOSAL ranking stage is closed, a ranking list shall be disclosed, listing the PRICE PROPOSALS in descending order, and identifying the proposal that could be declared the winner, thereafter proceeding to the open-outcry bidding phase, when applicable.
- 9.9. After the open-outcry bidding phase, if any, the PRICE PROPOSAL that offers the highest price for the FIXED GRANT for the respective BLOCK, while meeting all additional AUCTION NOTICE requirements, shall be declared the winner, whose price shall be paid as a condition for signing the AGREEMENT.
- 9.10. The BID BOND produced by the best-ranked BIDDER, considering, as applicable, the open-outcry bidding phase for each AIRPORT BLOCK, shall be appraised after the best PRICE PROPOSAL is announced for both BLOCKS. Failure to comply with AUCTION NOTICE requirements relating to submission of the BID BOND shall result in the BIDDER's disqualification.
- 9.11. The qualification stage shall consist of an appraisal of the QUALIFICATION DOCUMENTS of the best-ranked BIDDER, for each BLOCK, considering, as applicable, the open-outcry bidding phase, who shall have submitted a valid BID BOND, to confirm compliance with AUCTION NOTICE requirements.
- 9.12. The SPECIAL BIDDING COMMISSION may, at any time during the BIDDING PROCESS, carry out proceedings required to clarify or complement the bidding documentation, and may additionally:
- 9.12.1. Ask, at any time, that BIDDERS produce explanations about the BID BOND, the PRICE PROPOSAL, the competitive bids, and/or the QUALIFICATION DOCUMENTS submitted, allowing for the correction of flaws, formal or material, the complementation of shortcomings or, even, formal corrections, provided the missing elements are submitted within 3 (three) working days, under the penalty of the BIDDER being disqualified or invalidated.

- 9.12.2. Extend the time frames established in the AUCTION NOTICE, subject to ARTESP's ADMINISTRATIVE COUNCIL's prior consent, in case of public interest, acts of God or force majeure events which will not entitle the BIDDERS to request compensation or reimbursements of costs and expenses, of any kind.
- 9.13. Proceedings carried out by the SPECIAL BIDDING COMMISSION may not result in the creation of requirements that are not forecast in the AUCTION NOTICE, per article 40, paragraph 4, of State Law no. 6.544/89.
- 9.14. In compliance with the principle of form instrumentality, and so as to increase the number of competitors in the bidding process, errors or formal non-compliances shall not affect any BIDDER's ranking or qualification, in case they are able to be effectively overcome using the measures provided for under item 9.12.
- 9.14.1. Pursuant to terms of article 40, paragraph 6, of State Law no. 6.544/89, irrelevant material errors can be corrected through motivated act of the SPECIAL BIDDING COMMISSION, when there is no need for the proceedings stated in item 9.12.
- 9.15. During the entire procedure, B3 advisors shall be available to assist the SPECIAL BIDDING COMMISSION to the extent that its assistance is requested.

10. HOW TO SUBMIT THE BID BOND, THE PRICE PROPOSAL AND THE QUALIFICATION DOCUMENTS

- 10.1. The documents consisting of the BID BOND, the PRICE PROPOSAL and the QUALIFICATION DOCUMENTS required in this BIDDING PROCESS shall be submitted in 03 (three) separate, opaque, sealed and untampered ENVELOPES, signed on the envelope flap, and identified as follows, subject to the terms of item 10.10 in the event that proposals are submitted for more than one BLOCK.
- 10.1.1. The ENVELOPES shall be submitted together at the time set by the SPECIAL BIDDING COMMISSION for delivery of ENVELOPES.

Submitting Envelopes

i. ENVELOPE A – BID BOND:

ENVELOPE A – BID BOND

Auction Notice for International Bidding Process no. 01/2021 – Concession for rendering public expansion, operation and maintenance services as well as investments required for operating the Airport Complexes comprising the Airports in the Northwest Block and the Southeast Block.

[COMPANY NAME OF BIDDER OR NAME OF CONSORTIUM, IN THIS CASE INFORMING THE NAME OF THE LEADER COMPANY]

Address:

Telephone:

Email:

[COMPANY NAME OF ACCREDITED BROKER, IF CONTRACTED]

ii. **ENVELOPE B – PRICE PROPOSAL:**

ENVELOPE B – PRICE PROPOSAL

Auction Notice for International Bidding Process no. 01/2021 – Concession for rendering public expansion, operation and maintenance services as well as investments required for operating the Airport Complexes comprising the Airports in the Northwest Block and the Southeast Block.

[COMPANY NAME OF BIDDER OR NAME OF CONSORTIUM, IN THIS CASE INFORMING THE NAME OF THE LEADER COMPANY]

Address:

Telephone:

Email:

[COMPANY NAME OF ACCREDITED BROKER, IF CONTRACTED]

iii. **ENVELOPE C – QUALIFICATION DOCUMENTS:**

ENVELOPE C – QUALIFICATION DOCUMENTS

Auction Notice for International Bidding Process no. 01/2021 – Concession for rendering public expansion, operation and maintenance services as well as investments required for operating the Airport Complexes comprising the Airports in the Northwest Block and the Southeast Block.

[COMPANY NAME OF BIDDER OR NAME OF CONSORTIUM, IN THIS CASE INFORMING THE NAME OF THE LEADER COMPANY]

Address:

Telephone:

Email:

[COMPANY NAME OF ACCREDITED BROKER, IF CONTRACTED]

- 10.2. All ENVELOPES to be submitted in the BIDDING PROCESS, as well as the contents thereof, following the opening of the PUBLIC SESSION, may be signed by BIDDERS' accredited representatives if, while attending the PUBLIC SESSION, they chose to do so.
- 10.3. Only ENVELOPES and ACCREDITATION ENVELOPES delivered straight to the SPECIAL BIDDING COMMISSION will be accepted, whereas delivery by mail or any other means of delivery shall not be admissible.
- 10.4. Documents for the accreditation of ACCREDITED REPRESENTATIVES shall be received by the SPECIAL BIDDING COMMISSION as established in item 14.9 of this AUCTION NOTICE.

- 10.5. The accreditation of BIDDER's representative is not a condition for the acceptance of the ENVELOPES by the SPECIAL BIDDING COMMISSION, whereas ENVELOPES delivered by any messenger shall be accepted, even if the messenger is unidentified.
- 10.6. The act of receiving and opening ENVELOPES may be witnessed by anyone. Nevertheless, only BIDDERS' representatives who have been duly accredited, pursuant to this AUCTION NOTICE, are allowed to perform any acts whatsoever concerning the PUBLIC SESSION, provided the interference of assistants or any other person is prohibited.
- 10.7. The contents of the 03 (three) ENVELOPES shall be delivered in 02 (two) counterparts, including an opening statement, a table of contents and a closing statement, for the full documentation in each ENVELOPE, whereas one of the counterparts may be submitted as a non-certified copy.
- 10.8. The pages shall be numbered in order, including separation sheets, catalogs, designs or the like, as applicable, regardless of there being more than one volume per ENVELOPE, from the opening term to the closing term, so that the numbering of the last page of the last volume reflects the number of pages in each ENVELOPE.
- 10.9. The reverse side of the pages shall never be numbered, and there shall be an inscription stating "blank" if there is no content.
- 10.10. In the event that PRICE PROPOSALS are submitted for both BLOCKS, a single ENVELOPE C – QUALIFICATION DOCUMENTS and a single ENVELOPE A – BID BOND may be delivered, provided that specific sets of documents constituting the PRICE PROPOSAL for each BLOCK are placed inside a single ENVELOPE B – PRICE PROPOSAL.
- 10.10.1. It shall be incumbent upon the BIDDER to indicate, in each set of documents included inside ENVELOPE B – PRICE PROPOSAL, the BLOCK to which the PRICE PROPOSAL refers.
- 10.10.2. The delivery of ENVELOPES for a single BLOCK shall not preclude, during an eventual open-outcry bidding phase, submission of a competitive bid for the other BLOCK, provided that the presentation of complementary documents will not be allowed in this case, particularly QUALIFICATION DOCUMENTS.

How to submit the documents

- 10.11. Documents shall be submitted in their original form or as copies authenticated by a Notary Public, or as a copy submitted jointly with the original for authentication by a member of the SPECIAL BIDDING COMMISSION.
- 10.11.1. According to the terms of State Decree no. 52.658/08, certification of signatures on documents, powers of attorney, statements, opening or closing terms shall be dismissed upon the presentation of a copy of an identification document of the signatory of the document in question.
- 10.11.2. The BID BOND shall be submitted in its original copy as well as a certified copy, except in cases of performance bond and public debt securities issued digitally, in which case a printed copy of the digital document shall be submitted, subject to the specific rules established in the PROCEDURES GUIDE.
- 10.11.3. Documents obtained online are exceptions to the rule established in item 10.11 of this AUCTION NOTICE, which may be submitted without certification, provided that, when applicable, they are submitted with a verification code enabling verification of their authenticity.
- 10.11.4. The documents may be electronically signed, provided there is digital certification, pursuant to article 10, paragraph 1, Provisional Measure no. 2.200-

2/2001, and article 5 of State Decree no. 64.355/2019.

10.12. At the discretion of the BIDDER, all documents submitted in printed form may be delivered with a true copy, on a magnetic medium, in PDF format (Adobe Acrobat).

10.12.1. Submission in magnetic media, as set out in the preceding paragraph, shall mean a specific CD-ROM/DVD or PEN-DRIVE for the documentation in each ENVELOPE, and each set, and shall comprise the contents of the respective ENVELOPE, which shall be duly sealed, opaque and untampered.

10.12.2. The CD-ROM/DVDs or PEN-DRIVES shall be labelled with the BIDDER's name and address, the number and purpose of the AUCTION NOTICE (indicating the BLOCK to which it refers, and an identification of their contents).

10.12.3. After the opening of each ENVELOPE, the surface of the CD-ROM/DVDs or PEN-DRIVES shall be initialed by the members of the SPECIAL BIDDING COMMISSION and BIDDERS' ACCREDITED REPRESENTATIVES attending the session who wish to do so, after which they shall be included in the BIDDING PROCESS along with any additional printed documents submitted.

10.12.4. In case of differences between printed documents and those recorded in magnetic media, the printed documents shall prevail.

10.12.4.1. In case of differences between numbers and their written out form, the written form shall prevail.

10.13. All documents and certificates submitted in this BIDDING PROCESS shall be submitted within their respective validity periods.

10.13.1. Any document submitted after expiration of its term of validity shall be deemed not to have been delivered, and the BIDDER shall face the consequences of the failure to deliver the documents.

10.13.2. With the exception of documents that are not subject to regular renewal, if applicable, documents that do not have a stipulated term of duration, whether by law or under this AUCTION NOTICE, shall be deemed valid if they are issued up to 180 (one hundred and eighty) days prior to the actual date of delivery of documents and the PRICE PROPOSALS.

10.14. All documents containing sums denoted in foreign currency, should the AUCTION NOTICE not prohibit it, shall have these sums converted into Brazilian currency (R\$) using the Central Bank of Brazil-published sales exchange rate (PTAX), the day immediately preceding the publication of the AUCTION NOTICE.

10.15. For standardization purposes, we recommend that the models included in this AUCTION NOTICE be used.

10.16. The absence of any of the statements required of the BIDDER in this AUCTION NOTICE may be compensated by the delivery of a formal, written statement by the BIDDER, with like content, to be delivered at the PUBLIC SESSION, so that it may be recorded in the minutes, or in the proceedings carried out by the SPECIAL BIDDING COMMISSION, pursuant to item 9.12 of this AUCTION NOTICE.

10.17. The PRICE PROPOSAL, BID BOND, as well as QUALIFICATION DOCUMENTS and other documents required and submitted in this BIDDING PROCESS shall be submitted in clear language, without markings, erasures or fine print.

10.18. Regarding documents consisting of a copy of the State of São Paulo's Official Gazette (DOE/SP) or a newspaper, these shall be printed so as to enable their reading as well as the identification of the date, the section and page of the edition in which they were published.

- 10.19. At the end of each PUBLIC SESSION, all documents submitted inside the ENVELOPES shall be signed by at least two SPECIAL BIDDING COMMISSION members, while the ACCREDITED REPRESENTATIVES shall have the option to sign the documents.
- 10.20. Minutes shall be drawn up of the PUBLIC SESSION sessions held to receive and open the ENVELOPES, which shall be signed by SPECIAL BIDDING COMMISSION members, whereas BIDDERS' ACCREDITED REPRESENTATIVES shall have the option to sign the documents.
- 10.20.1. The SPECIAL BIDDING COMMISSION may, at its sole discretion, close the PUBLIC SESSIONS after receiving and/or opening the ENVELOPES, proceeding to evaluate the PRICE PROPOSALS, the BID BONDS and the QUALIFICATION DOCUMENTS at the PUBLIC SESSION itself or at a later time, provided that it may employ the services of technical consultancies to that end. The SPECIAL BIDDING COMMISSION shall always make its decisions based on solid grounds and in writing, attaching the appropriate rulings and grounds to the records of the bidding process.
- 10.20.2. Any unopened ENVELOPES may be withdrawn by BIDDERS within 30 (thirty) days after execution of the AGREEMENT. Should they not be withdrawn within this term of 30 (thirty) days, they shall be voided, regardless of any notice or notification.
- 10.21. The amendment of formal flaws in the documents submitted by BIDDERS shall be admitted, provided they can be amended within the period of 03 (three) working days specified in subsection 9.12.1, without prejudice to the execution of the bidding process, and subject to the principle of form instrumentality.
- 10.22. Changing the contents of any of the ENVELOPES shall result in the BIDDER's disqualification.

Documents to be submitted by foreign Bidders

- 10.23. To participate in the BIDDING PROCESS, foreign BIDDERS which are not authorized to operate in Brazil, pursuant to the terms of the applicable legislation, shall be represented by an individual legally accredited and residing in Brazil, who shall be granted express powers, under a public or private power of attorney, with the signature thereon certified by a notary public or other entity, in accordance with the legislation applying to the documents, to receive notifications and receive service of process in Brazil, and to represent them in all stages of the process, which conditions shall be clearly established in the documents submitted upon their accreditation.
- 10.24. Foreign BIDDERS' documents shall be submitted as follows:
- i. the PRICE PROPOSALS, as well as all correspondences, information and communications concerning the procedures of the BIDDING PROCESS, shall be written in Brazilian Portuguese, the official language of the BIDDING PROCESS, and its pricing shall be denominated in Brazilian currency (Real).
 - a. All documents submitted by foreign BIDDERS shall be read and construed in accordance with said language.
 - ii. documents issued abroad, submitted in other languages, shall be certified by a notary public in the country of origin, authenticated by the Consulate General of Brazil in the country of origin or, if subsection 8.6.1 applies, certified with an apostille, and submitted with a translation into Portuguese prepared by a sworn translator registered with any of Brazil's Boards of Trade, save for catalogues, publications, manuals, technical reports and related materials.
 - a. QUALIFICATION DOCUMENTS issued abroad and submitted in other languages, which are not submitted with the respective sworn

translation into Brazilian Portuguese, shall not be considered for evaluation and appraisal purposes.

- 10.24.1. Should any substantial difference between the document in the original language and its translation be raised by any of the BIDDERS, the SPECIAL BIDDING COMMISSION may carry out any measures necessary to appraise the effective contents of the document, provided that any BIDDER who has certifiably submitted a different translation with the intention of benefitting from it, shall be disqualified, notwithstanding execution of the BID BOND and enforcement of respective civil, criminal and administrative sanctions.
- 10.24.2. Should any differences between the document in the original language and the translation be found during the SPECIAL BIDDING COMMISSION's diligences, or during the appraisal of potential appeals, the original text shall prevail.

11. ENVELOPE A – BID BOND

11.1. To secure fulfillment of the obligation to sign a future contract, as well as of other obligations taken on as a result of its participation in the BIDDING PROCESS, the BIDDER shall provide a BID BOND in a minimum sum corresponding to BRL 1,881,001.00 (one million eight hundred eighty-one thousand one Brazilian reais), with a validity period of 180 (one hundred and eighty) days, effective as of the date scheduled for the PUBLIC SESSION, subject to subsections 11.5.1 and 11.8.

11.1.1. The BID BOND produced as established in item 11.1 shall be sufficient to allow the BIDDER to participate in any of the BLOCKS, separately or altogether.

11.1.2. In the event of a CONSORTIUM, the BID BOND may be provided by a single legal entity comprising it or split among its members, provided that it states the name of the CONSORTIUM and identifies the companies comprising it.

11.2. The BID BOND may, at the discretion of the BIDDER, be produced in the following forms:

- i. Cash bond;
- ii. Government bonds;
- iii. Performance bond;
- iv. Bank guarantee.

11.2.1. In the forms of security where the BID BOND is executed by submitting documents, said instruments shall not contemplate exemptions of liability beyond those that prevent their execution by ARTESP or the GRANTING AUTHORITY in the events qualified in this AUCTION NOTICE as events triggering execution, subject further to the observance of the regulations in the PROCEDURES GUIDE, which constitutes ANNEX 19.

11.2.2. The BID BOND shall be provided to the benefit of ARTESP and the GRANTING AUTHORITY.

11.2.3. BIDDERS shall be fully responsible for proving the existence and sufficiency of the BID BOND provided for purposes of this BIDDING PROCESS, and BIDDERS shall submit all documents required to that end, subject to the invalidation of the bond provided, and other applicable consequences, including potential disqualification of the BIDDER.

11.3. Any BID BOND provided in Brazilian currency shall be: (i) deposited with Banco do Brasil, at Bank Branch 1897-X, account no. 500188-9, held by ARTESP, CNPJ/ME no. 05.051.955/0001-91, within no less than 24h (twenty-four hours) before the date scheduled for receipt of the documents and PRICE PROPOSALS, including the deposit receipt in ENVELOPE A – BID BOND; or (ii) submitted in the form of an administrative check from a FINANCIAL INSTITUTION, subject to the invalidation of the provision of the bond.

11.3.1. In events where the BID BOND is presented in the form of Government Bonds, it shall be provided as the face value of the bonds, and may not be encumbered with non-enforceability, inalienability, non-transferability or compulsory acquisition clauses. Only Government Bonds listed in the PROCEDURES GUIDE, issued in book-entry form, upon registration at a centralized liquidation and custody system approved by the Central Bank of Brazil, with proof of their current validity concerning liquidity and value, shall be admitted.

11.3.2. A BID BOND submitted in the form of a performance bond shall be issued by an insurance company authorized to operate in Brazil, according to the terms of the legislation in force at the time of its submission, and it shall be evidenced by submitting the bond policy, jointly with proof of payment of the premium, when applicable, in addition to: (i) Certificate of Operational Regularity issued by the Superintendência de Seguros Privados (Superintendence of Private Insurance – SUSEP), on behalf of the insurer that issues the policy, whereas the policy shall comply with the provisions of SUSEP Memorandum no. 477/2013, in addition to reflecting the provisions in the B3 PROCEDURES GUIDE, and it may not include any liability exemption clause for the BIDDER or the insurer, irrespective of any special or particular arrangements other than those arising out of legal or regulatory requirements; (ii) Administrators' Certificate, issued by SUSEP on behalf of administrators signing the policy; (iii) representation documents for administrators signing the policy; and (iv) corporate acts allowing for the confirmation of the insurer's form of representation.

11.3.2.1. If the BID BOND submitted in the form of a performance bond includes any clause that is incompatible with the provisions hereunder, including restrictive or liability exemption clauses, the BIDDER shall submit a statement, signed by the insurance company, establishing the unenforceability of said clauses in the current BIDDING PROCESS, as well as the validity of the performance bond in all situations referenced in this AUCTION NOTICE.

11.3.2.2. If the BIDDER opts for the performance bond, it shall use the model referencing special conditions and the model referencing specific conditions, as provided for under ANNEX 20, provided that the use of said model be dismissed only when adjustments are needed to meet any statutory or regulatory requirements, which shall be duly corroborated and justified. The model provided for under ANNEX 20 shall not be deemed to have been ignored when any terms comprising the special conditions of the model are included only in the specific conditions of the policy.

11.4. A BID BOND submitted in the form of a bank guarantee shall be issued by a commercial, investment and/or multiple banks authorized to operate in Brazil, in accordance with Brazilian legislation and specific financial sector regulations, in compliance with ANNEX 20, and shall be submitted in its original copy, jointly with the corroboration of the powers of representation of the person responsible for signing the document.

11.4.1. The remittance of documents to corroborate the powers of representation of the signatories of the bank guarantees and performance bonds shall not be required when said institutions maintain a current registration with B3 as issuers of guarantees.

11.4.2. Banking institutions issuing bank guarantees shall possess Embratel's EMVIA system to enable B3 to confirm the instrument's authenticity.

11.5. The BID BOND submitted by each BLOCK's WINNING BIDDER shall be returned after the respective AGREEMENT has been signed and the respective guarantee has been

produced, in order to secure the proper performance of secured obligations – PERFORMANCE BOND of the AGREEMENT.

11.5.1. In case the BID BOND's validity period expires before submission of the AGREEMENT's PERFORMANCE BOND, each BLOCK's WINNING BIDDER that wishes to stay in the BIDDING PROCESS shall arrange for its renewal, either spontaneously or when called upon to do so.

11.6. Other BIDDERS' BID BONDS shall be returned within 15 (fifteen) days, counted as of the date when the AGREEMENT is signed by each BLOCK's GRANTEEES.

11.7. If the AGREEMENT is ultimately not signed, the BID BOND shall be returned within 45 (forty-five) days, as of the date when the closing of the BIDDING PROCESS is formalized, save for any events entailing its execution.

11.8. If the events described in items 11.5.1, 11.6 and 11.7 exceed the BID BOND's validity period of 180 (one hundred and eighty) days, as established in item 11.1, BIDDERS who are interested in staying in the BIDDING PROCESS shall, spontaneously or when called upon to do so, produce documents corroborating its renewal, at the expenses of the BIDDER, provided that any BIDDER that fails to corroborate renewal of the BID BOND, when called upon to do so, shall be excluded from the BIDDING PROCESS, in which case the penalties referenced in item 11.9 shall be applicable to such BIDDER.

11.8.1. The maintenance of the BIDDER's QUALIFICATION conditions is conditional upon regular renewal of the respective BID BOND, according to the terms of item 11.8.

11.8.2. In case of renewal, the value of the BID BOND shall be monetarily corrected based on the IPCA/IBGE index variation during the period between the date of delivery of the ENVELOPES, and the last index published officially prior to renewal of the BID BOND.

11.9. Any of the conducts described below, by the BIDDER, shall result in enforcement of a fine in the full sum established in item 11.1, following regular administrative proceedings set forth under State Law no. 10.177/1998:

- i. if it asks to withdraw its PRICE PROPOSAL during its validity period;
- ii. if it submits documents or information known to be false or, yet, conceals information that is relevant for purposes of this BIDDING PROCESS, which shall be any information concerning the QUALIFICATION CONDITIONS, the conditions for participation in the BIDDING PROCESS, and submission of the PRICE PROPOSAL, according to the terms of this AUCTION NOTICE;
- iii. in the case of the WINNING BIDDER, if it fails to meet the conditions or submit required documents for contracting within the defined time frames;
- iv. in the case of the WINNING BIDDER, if it fails to effect the payment of the compensation due to B3, under the terms and within the time frames established in the AUCTION NOTICE and in the PROCEDURES GUIDE, or to reimburse the costs incurred with studies undertaken, as established in item 16.5 (x) of the AUCTION NOTICE;
- v. if it fails to keep the BID BOND according to the conditions specified in this AUCTION NOTICE;
- vi. in the case of the WINNING BIDDER, if it fails to make the payment of the FIXED GRANT, as established in item 6.3;
- vii. in the case of the WINNING BIDDER, if it fails to sign the AGREEMENT within the term stipulated in the invitation to bid, due either to a failure to satisfy the pre-contractual provisions or to withdrawal;

viii. if it commits any act(s) with the intent to obstruct the purposes of the bidding process, or to delay it;

ix. if it is shown to be unfit to transact with the GRANTING AUTHORITY.

11.9.1. The BID BOND shall also ensure payment, after regular administrative proceedings referenced under State Law no. 10.177/1998, of fines, penalties and indemnifications due by the BIDDER to the GRANTING AUTHORITY and/or to ARTESP, resulting from BIDDERS' full or partial default with obligations assumed by them as a result of their participation in the BIDDING PROCESS, in which case the amount shall be opportunely determined based on losses endured and the severity of the BIDDER's conduct.

11.10. The BID BOND, save for an inescapable provision otherwise, in any law or regulation, if any, shall encompass all facts occurring during the validity period of the bond, even if the claim is notified by ARTESP after expiration of the bond, as established for the BID BOND presented in the form of a performance bond, in article 12, §4, of SUSEP Memorandum no. 477/2013.

11.11. ARTESP and the GRANTING AUTHORITY shall be named as the beneficiaries of the instruments formalizing the BID BOND, which may be executed in any of the situations described in this AUCTION NOTICE.

11.11.1. Amendments to the terms and conditions of the BID BOND submitted are prohibited, except with ARTESP's express, prior consent at the time of its renewal, or for purposes of restoring its economic value and enforceability conditions.

11.11.2. Any BIDDER who fails to produce a BID BOND, or whose BID BOND is not accepted by the SPECIAL BIDDING COMMISSION, shall be disqualified and its PRICE PROPOSAL, disregarded.

12. ENVELOPE B - PRICE PROPOSAL

12.1. The PRICE PROPOSAL shall be submitted as established in item 10.1 of this AUCTION NOTICE, inside ENVELOPE B – PRICE PROPOSAL, provided that it meets the conditions described in the following items.

12.2. The PRICE PROPOSAL shall be executed according to the FIXED GRANT amount to be paid by each BLOCK's WINNING BIDDER to the STATE OF SÃO PAULO, as a condition for the signing of the AGREEMENT, the prices being denominated in Reais (R\$), up to no more than two decimal places for each BLOCK for which an initial proposal is to be submitted, subject to the minimum amounts stated in Clause 6.2.

12.3. The PRICE PROPOSAL shall adhere to the model specified in ANNEX 20 of this AUCTION NOTICE. Should there be any difference between the numerical value and its respective written form, the latter shall prevail.

12.4. The BIDDER shall understand that the PRICE PROPOSAL, including in regard to the FIXED GRANT sum offered:

- i. is irrevocable, irreversible and unconditional;
- ii. may not propose an amount lower than the minimum FIXED GRANT amount set forth under this AUCTION NOTICE, subject to disqualification;
- iii. shall be valid for at least 180 (one hundred and eighty) days, including any proposal presented in any open-outcry bidding, counted as of its receipt, and, during such period, all of its conditions shall be preserved, provided that it may be extended if the parties so agree;

- iv. shall consider (i) the existing conditions at the AIRPORT COMPLEX, according to ANNEX 02; (ii) all investments, costs, expenses and taxes required for CONCESSION operations, subject to the conditions, obligations, charges and regulations established in the AGREEMENT and the ANNEXES;
 - v. shall consider all risks taken on by the CONCESSIONAIRE during the CONCESSION TERM, as described in the AGREEMENT;
 - vi. shall consider the term of 30 (thirty) years of the CONCESSION, counted as of the EFFECTIVE DATE of the AGREEMENT;
 - vii. shall consider the TIMETABLE FOR THE PAYING IN OF CAPITAL STOCK of the SPE, included in ANNEX 14;
 - viii. shall consider enforcement of the SERVICE QUALITY INDICATORS;
 - ix. shall consider all lawful deductions from the GROSS REVENUE, particularly the INSPECTION COSTS and the VARIABLE GRANT;
 - x. shall consider the amounts needed to pay all fees, administrative expenses and other costs associated with the AGREEMENT, including the payment due to the FINANCIAL INSTITUTION assigned to manage the CENTRALIZER ACCOUNT, according to the rules established in the AGREEMENT and according to ANNEX 06;
 - xi. shall consider its own funds to be contributed to the SPE by the BIDDER, in addition to the payment in full of the minimum capital stock;
 - xii. shall consider financing arrangements to be secured by the CONCESSIONAIRE, in the short and/or long terms, as the case may be, based on the main characteristics of the operation(s), such as interest rates, currency, grace periods and amortization, maturity dates, commissions and guarantees;
 - xiii. shall consider the available limits for issuance of obligations, when applicable, based on their main characteristics, such as modality, values, grace periods and amortization, maturity dates, interest rates, currency and placement location, commissions and guarantees; and
 - xiv. may consider, at its own account and risk, application of any tax benefits existing under the law upon submission of the PRICE PROPOSAL, provided that the GRANTING AUTHORITY and ARTESP assume no responsibility in case the CONCESSIONAIRE is unable to procure the acknowledgment of the tax benefit.
- 12.5. PRICE PROPOSALS shall be submitted on the reference date of November 2020, provided the corresponding amounts are duly monetarily corrected using the IPCA/IBGE index on the occasion of the payment of the FIXED GRANT.
- 12.6. Only PRICE PROPOSALS referencing the entire AIRPORT COMPLEX associated with the BLOCK for which the BIDDER submitted its proposal shall be considered, including proposals submitted during open-outcry bidding, whereas the proposed value shall be paid by the WINNING BIDDER as a condition for signing the AGREEMENT.

13. ENVELOPE C – QUALIFICATION DOCUMENTS

- 13.1. The BIDDER shall submit documents corroborating its LEGAL QUALIFICATION, FISCAL AND LABOR COMPLIANCE, ECONOMIC-FINANCIAL CAPACITY and TECHNICAL QUALIFICATION, according to the terms of this AUCTION NOTICE, inside ENVELOPE C – QUALIFICATION DOCUMENTS, in order to submit proposals for any of the BLOCKS.

- 13.2. In case of a CONSORTIUM, each consortium member shall individually meet requirements in terms of its LEGAL QUALIFICATION, TAX AND LABOR COMPLIANCE and ECONOMIC-FINANCIAL CAPACITY, save for the provisions of item 13.7 of this AUCTION NOTICE.
- 13.3. TECHNICAL QUALIFICATION requirements may be met, in case of a CONSORTIUM, by any of the consortium members, individually or by combining their respective certificates, as applicable.
- 13.4. Any BIDDER will be disqualified if, on the delivery date of the QUALIFICATION DOCUMENTS:
- i. It fails to satisfy the conditions established in this AUCTION NOTICE;
 - ii. It fails to adhere to the terms for participation established in Item 8 of this AUCTION NOTICE;
 - iii. It produces a document that is false or invalid on the date of the session held to receive the ENVELOPES, without prejudice to the enforcement of any administrative, civil and criminal penalties applying thereto.

A. Legal Qualification

- 13.5. All documents listed hereunder shall be produced by the individual BIDDER or, in case of a CONSORTIUM, by each company participating in the CONSORTIUM:
- 13.5.1. Consolidated articles of incorporation or by-laws in effect, pursuant to the last amendment filed at the Board of Trade, or at a competent registry office. If the latest amendment made to the By-Laws/articles of incorporation fails to consolidate the provisions of the By-Laws/articles of incorporation in effect, prior amendments that feature these provisions shall also be submitted;
- 13.5.2. In case of joint stock companies and limited liability companies, proof of election/appointment of the BIDDER's acting administrators, filed at the Board of Trade or at a competent notary's office, and, in the case of joint stock companies, of respective press publications;
- 13.5.3. Authorization decree, in case of a foreign company or partnership operating in the country, and registration deed or authorization for operations issued by the competent body, should the activity so require;
- 13.5.4. If the BIDDER is an investment fund, it shall submit the following documents:
- i. proof of registration of the investment fund with the Brazilian Securities and Exchange Commission (CVM), established by Federal Law no. 6.385/76;
 - ii. articles of incorporation including the last amendment filed with the competent body;
 - iii. proof of the administrator's registration and, if applicable, of the investment fund manager with the CVM;
 - iv. proof of election of the administrator's representatives;
 - v. proof that the investment fund is duly authorized by its shareholders to partake in the event, by way of an authorization founded on the fund's investment policy described in its regulations, and that its administrator is authorized to represent it in all acts and for all purposes of the BIDDING PROCESS, while assuming, on behalf of the investment fund, all obligations and rights arising thereof; and

- vi. proof that the administrator and the fund are not currently in judicial liquidation proceedings, in the form of a certificate issued by its headquarters' distribution notary office(s), or in extrajudicial liquidation, by submitting the corroboration thereof obtained on the website of the Brazilian Central Bank; and
- vii. certificate of non-bankruptcy status of the Investment Fund's manager and administrator, issued by the civil registry office(s) in their jurisdictions, dated no more than 90 (ninety) days prior to the date of the PUBLIC SESSION;

13.5.5. If the BIDDER is an open or closed-capital supplementary pension company, it shall submit, in addition to the documents referenced in subsection 13.5.1, the following documents:

- (i) the minutes of the meeting that elected its current administration;
- (ii) the current regulations;
- (iii) proof of the express and specific authorization for its incorporation and operation, issued by the competent regulatory agency; and
- (iv) statement/certificate stating that plans and benefits administered by it are not currently under liquidation or intervention by the regulatory agency.

13.5.6. If the BIDDER is a FINANCIAL INSTITUTION, it shall submit, in addition to documents referenced in subsection 13.5.1, proof of the express and specific authorization of its incorporation and operation, issued by the industry's regulating agency, as well as proof of confirmation of its administrator's election.

13.6. Consortium members shall submit proof of its public or private commitment to form the CONSORTIUM, signed by all consortium members, including at least the following information:

- i. name of CONSORTIUM;
- ii. qualification of consortium members;
- iii. the CONSORTIUM's organizational structure and goals, more specifically, the stake that the consortium companies have in the current BIDDING PROCESS and, should they be awarded the concession, the commitment to establish a SPE, according to the laws of Brazil, as a corporation, having its headquarters and administration in Brazil, in the State of Sao Paulo;
- iv. constitution of the CONSORTIUM, signaling the percentage interest of each consortium member;
- v. designation of the CONSORTIUM's leader company;
- vi. the commitment assumed by consortium members in the sense that they shall answer separately and jointly for all requirements in the invitation to bid, and for acts performed by the CONSORTIUM until the AGREEMENT is signed, and, in the condition of future shareholders of the SPE, answer for all acts performed by the SPE during the course of the AGREEMENT, until the date when the minimum capital stock of the SPE has been fully paid up, as required in Section 26.5.5 of the AGREEMENT;
- vii. validity period defined up until the incorporation date of the SPE; and
- viii. power of attorney granting to the consortium leader company express, irreversible and irrevocable powers to act as the only legal representative of the CONSORTIUM before the SPECIAL BIDDING COMMISSION and ARTESP, with full powers to receive notifications, subpoenas and service of process concerning the BIDDING PROCESS or AGREEMENT-related matters, and to agree to

conditions, make settlements, appeal and withdraw from appealing, undertaking to sign, on behalf of the CONSORTIUM, any papers and documents related to the purpose of the BIDDING PROCESS, until the SPE is established.

- 13.6.1. In the case of a CONSORTIUM, the ownership structure of the SPE shall reflect the interest of each consortium member in the public or private commitment to organize the CONSORTIUM.
- 13.7. In the case of a CONSORTIUM, statements required under the AUCTION NOTICE may be signed by the consortium leader, on behalf of the CONSORTIUM, subject to the provisions of item (viii) of subsection 13.6.
- 13.8. BIDDERS, as well as all companies comprising a CONSORTIUM, shall submit an organizational chart describing their control structure, referencing situations that constitute a power of control, up to the level of the individual therein, except in cases where applicable restrictions or legal or regulatory impediments are in place.
- 13.9. For BIDDERS established as investment funds, fulfillment of the provisions of item 13.8 above shall take into account the existence of other majority shareholders, or of an agency and its respective members, with the power to influence the end results of the fund, holding powers akin to those referenced in Federal Law no. 6.404/1976, in order to identify the controlling shareholder.

B. Tax and labor compliance

- 13.10. Documents listed hereunder shall be produced by the individual BIDDER or, in case of a CONSORTIUM, by each company participating in the CONSORTIUM:
- i. Proof of registration with the Ministry of Economy's National Registry of Legal Entities (CNPJ/ME);
 - ii. Proof of registration with Municipal Individual Taxpayer Registries, if applicable, for the BIDDER's registered office or headquarters, and concerning its line of activity, consistently with the purpose of the AGREEMENT, or a statement signed by the BIDDER establishing that the activity performed is not dependent on registration with Municipal Individual Taxpayer Registries;
 - iii. Certificate of good standing, or liability certificate with negative effects, concerning debts related to Federal Tax Credits and Debts Owed to the Federal Government;
 - iv. Tax debit clearance certificate for the Municipal Service Tax (ISS), with the Municipal Treasury Office, registered as active debt, concerning the BIDDER's registered office or headquarters, and its line of activity, consistently with the purpose of the AGREEMENT;
 - v. Certificate of good standing at the Government Severance Indemnity Fund (FGTS); and
 - vi. Liability clearance certificate with the Labor Court, upon submission of a Liability Certificate with Clearance Effects - CNDT, under the terms of Title VII-A of the Brazilian Consolidation of Labor Laws.
- 13.11. All the above-mentioned certifications shall be submitted within their validity period.
- 13.12. In the event that certificates submitted fail to establish a validity period, only those issued up to 180 (one hundred and eighty) days prior to the date of their submission shall be accepted, unless this AUCTION NOTICE has specified another deadline.
- 13.13. Should any certificates submitted in accordance with item 13.9 of this AUCTION NOTICE signal active debts, or if these certificates fail to signal the updated debt status,

it shall then submit a proof of settlement and/or certificates, designating the updated status of lawsuits and/or of administrative proceedings listed, dated no later than 90 (ninety) days prior to the final date for the delivery of ENVELOPES.

13.14. Certificate request receipts shall not be accepted.

C. Economic-financial capacity

13.15. Documents listed hereunder shall be produced by the individual BIDDER or, in case of a CONSORTIUM, by each company participating in the CONSORTIUM:

- i. In the case of a Business Company, they shall submit a Bankruptcy, Receivership and Judicial Recovery Certificate Request or Extrajudicial Recovery Certificate Request issued by the District Distributor Notary (Civil Courts) of the city where the company is headquartered, dated no more than 180 (one hundred and eighty) days prior to the date of its delivery;
- ii. In the case of a Civil Association, a certificate issued by the Civil Court Distributor Notary of the District where the company is headquartered concerning Foreclosure, dated no more than 180 (one hundred and eighty) days prior to the date of its delivery;
- iii. Balance sheets and financial statements for the latest fiscal year, due and submitted pursuant to the legislation, or opening balance sheets, for BIDDERS who started their activities in the current year, whereas replacing these with trial balances or provisional balances shall be prohibited under all circumstances whatsoever. The following shall be required by law:
 - a. limited liability companies shall only submit balance sheets approved at the general shareholders' meeting;
 - b. closed corporations shall submit approved and published balance sheets; and
 - c. public corporations shall submit balance sheets that have been approved, published and audited by an independent auditor.
- iv. In view of the compliance with item (iii) above, foreign companies shall submit all required documentation with an evaluation carried out by independent auditors. Companies shall submit their financial statements (balance sheet and income statement) certified by an accountant duly registered with the competent professional body, in case its country of origin does not require auditing.

13.16. In case there are any lawsuits filed across any of the modalities listed in subsections (i) and (ii) of the preceding paragraph, the BIDDER shall submit an updated certificate describing the current status of the proceeding.

13.17. The BIDDER shall prove, by producing the balance sheet referenced in item 13.15, subsections (iii) and (iv), that, on the date set for the delivery of ENVELOPES, as established in the preamble to this AUCTION NOTICE, subject to the specific rules stipulated in items 13.22 and 13.24 of this AUCTION NOTICE for closed or public complementary pension companies and investment funds, it has a net equity of, at least:

- i. For the Northwest Block: BRL 18,810,009.00 (eighteen million eight hundred ten thousand nine Brazilian reais), reference date November 2020; and
- ii. For the Southeast Block: BRL 27,979,667.00 (twenty-seven million nine hundred seventy-nine thousand six hundred sixty-seven Brazilian reais), reference date November 2020.

- 13.18.If the BIDDER is currently undergoing legal or extrajudicial recovery proceedings, approval of the judicial recovery plan or ratification of the extrajudicial recovery plan shall be corroborated, as the case may be.
- 13.19.Financial statements shall be signed by administrators and by a legally qualified accountant, and the BIDDER shall submit all documents required to enable the SPECIAL BIDDING COMMISSION to confirm this.
- 13.20.If the BIDDER, or a CONSORTIUM member, is a subsidiary/branch, it shall submit the parent company's consolidated balance sheet.
- 13.21.The net equity to be considered for the CONSORTIUM's ECONOMIC-FINANCIAL QUALIFICATION shall be attained by adding each consortium member's net equity, proportionate to their respective stake. The qualification requirement shall be deemed satisfied in any of the following situations:
- i. whenever the minimum net equity referenced in item 13.17 of this AUCTION NOTICE is reached by adding the products of the multiplication of each consortium member's net equity by the percentage interest held in the CONSORTIUM; or
 - ii. whenever the individual net equity of each consortium member is equal to or greater than the percentage of its stake in the CONSORTIUM, multiplied by the minimum net equity value specified in item 13.17 of this AUCTION NOTICE.
- 13.22.Regarding open or closed complementary pension companies, proof of equity, pursuant to the current legal norms, shall be attained by adding the sum of Current Liabilities of Actuarial Receivables to Reserves and Funds.
- 13.23.Regarding private equity investment funds, the standing requirement under item 13.17, for the purposes of ECONOMIC-FINANCIAL CAPACITY, may be proven:
- (i) with remittance of the investment fund's net equity, as appraised in its balance sheet or designated in the last Quarterly Report to the CVM;
 - (ii) with the investment fund's total subscribed capital sum, as indicated in the latest Quarterly Report submitted to the CVM; and/or
 - (iii) with the corroboration of investment commitments undertaken after remittance of the latest Quarterly Report to the CVM.
- 13.24.Sums denominated in foreign currencies by BIDDERS shall be converted into Reais (R\$) for purposes of corroborating the net equity, subject to the application of a commercial exchange rate for sale, as reported by the Central Bank of Brazil (PTAX800) for the closing date of the fiscal year designated in the balance sheet.

D. Technical Qualification

- 13.25. To corroborate their TECHNICAL QUALIFICATION, individual BIDDERS or the CONSORTIUM shall demonstrate their suitability to perform a relevant and compatible activity that shares common traits, quantities and terms to those of the purpose of the BIDDING PROCESS, by submitting a certificate or certificates of technical qualification on behalf of the BIDDER, issued by a legal entity or entities governed by public or private law, or by a regulatory and/or inspection agency, which proves prior experience of at least 12 (twelve) months managing or administering an infrastructure asset, valued at no less than:
- i. For the Northwest Block: BRL 31,173,143.00 (thirty-one million one hundred seventy-three thousand one hundred forty-three Brazilian reais), which has generated an annual operating revenue of, at least BRL 33,607,271.00 (thirty-three million six hundred seven thousand two hundred seventy-one Brazilian reais); and

- ii. For the Southeast Block: BRL 37,779,483.00 (thirty-seven million seven hundred seventy-nine thousand four hundred eighty-three Brazilian reais), which has generated an annual operating revenue of, at least, BRL 39,784,172.00 (thirty-nine million seven hundred eighty-four thousand one hundred seventy-two Brazilian reais).
- 13.25.1. To corroborate the requirement in item 13.25 of this AUCTION NOTICE, production of multiple certificates, to jointly satisfy each requirement established, shall be admitted, as long as one of the certificates shows its participation as the party responsible for the management/administration of an infrastructure asset valued at no less than:
- i. For the Northwest Block: BRL 15,586,571.00 (fifteen million five hundred eighty-six thousand five hundred seventy-one Brazilian reais), which has generated an annual operating revenue of, at least BRL 16,803,635.00 (sixteen million eight hundred three thousand six hundred thirty-five Brazilian reais); and
 - ii. For the Southeast Block: BRL 18,889,741.00 (eighteen million eight hundred eighty-nine thousand seven hundred forty-one Brazilian reais), which has generated an annual operating revenue of, at least, BRL 19,892,086.00 (nineteen million eight hundred ninety-two thousand eighty-six Brazilian reais).
- 13.25.1.1. In the case of a CONSORTIUM, the combination of certificates produced by one or more members of the CONSORTIUM shall be admitted for purposes of TECHNICAL QUALIFICATION, subject to the provisions of item 13.25.1.
- 13.25.2. For purposes of item 13.25, the responsible party shall be: (i) the person that is directly responsible, individually, for managing or administrating the infrastructure asset; (ii) the consortium member, holding a stake of at least 10% (ten percent) in the consortium, which is responsible for managing or administrating the infrastructure asset; (iii) a shareholder of the company responsible, holding an interest of at least 10% (ten percent); or (iv) any person who participates otherwise in the management/administration of the infrastructure asset, who holds a position that grants decision-making powers in the management/administration of the infrastructure asset.
- 13.25.3. For purposes of item 13.25, an infrastructure asset is defined as an asset comprising systems of: (i) communications; (ii) transportation or transport logistics; (iii) power; (iv) fuel production, distribution or refining; (v) basic sanitation; (vi) housing; or (vii) rendering of public services.
- 13.25.4. For purposes of the technical qualification required in item 13.25, the BIDDER shall not be required to prove any participation in the administration of the infrastructure asset during its implementation phase.
- 13.25.5. For purposes referenced in items 13.25 and 13.25.1, when accounting for the value of the investments made in the infrastructure asset, effects of its amortization/depreciation over time shall not be considered, and amounts disbursed shall be indexed, based on the IPCA/IBGE index variation between the month preceding the start of the execution of the investment, and the month preceding the reference date for delivery of the ENVELOPE.
- 13.26. Documents such as contracts, letters or statements issued by the FINANCIAL INSTITUTION, regulatory or granting authority agencies, as the case may be, shall be deemed equivalent to certificates, as well as audited financial statements of prior ventures, or other documents that confirm the level of experience required in item 13.25.
- 13.27. The level of experience required hereunder may also be proven with certificates issued on behalf of an affiliate, a controlling company, subsidiary and/or companies under the BIDDER's common CONTROL, whether directly or indirectly, and on behalf of a foreign parent company of a Brazilian branch, provided that the status (of affiliated

company, controlling company, subsidiary and/or companies under common CONTROL, whether directly or indirectly, and of a foreign parent company of a Brazilian branch) is duly proven, and effective from a date prior to the publication of this AUCTION NOTICE.

- 13.27.1. In the event referenced in item 13.27 above, the BIDDER shall corroborate that the company bearing the certificate is not subject to any of the restrictions for participating in the BIDDING PROCESS established in item 8 of this AUCTION NOTICE, subject to consultation of registries listed in item 13.36, subsection (iii), letter “a”, and to the production of the clearance certificate referenced in item 13.15, as well as documents listed in item 13.10.
- 13.27.2. The relationship between the BIDDER and the company producing the documents to corroborate experience required under item 13.25 of this AUCTION NOTICE shall be established by delivering (i) an organizational flowchart of the ECONOMIC GROUP, showing the corporate tie(s) existing between the BIDDER and the company producing the corroborating documents; and (ii) corporate documents, as established under the applicable legislation, supporting the corporate ties shown in said organizational flowchart, such as articles of incorporation, By-Laws, share registration books (including book shares), share transfer records (including book shares) and shareholder agreements and quota holder agreements.
- 13.28. In the case of corporate changes and mergers, acquisitions or spin-offs, certificates shall only be considered when enclosed with documentary and unequivocal proof of the definitive transfer of the affidavit of technical certification, unless the case also falls within the scope of item 13.27, in which case the requirements therein shall apply.
- 13.29. Certificates other than those resulting from the corporate situations referenced above shall not be deemed valid.
- 13.30. Documents and certificates shall be issued by the public or private bodies or entities responsible for securing certified purpose, on letterhead paper of the declarant, identifying its legal representative, and including the SPECIAL BIDDING COMMISSION's contact information.
- 13.30.1. The conformity of certificates and information thereon may be confirmed by due diligence, as established in item 9.12 of this AUCTION NOTICE. If the accuracy of information concerning the TECHNICAL QUALIFICATION cannot be corroborated, the BIDDER shall be disqualified and subject to the enforcement of penalties stipulated in this AUCTION NOTICE.
- 13.31. For standardization purposes, it is recommended that certifications or eligibility certificates include, without being limited to, the following information, or that this information is attached to them 13.25:
- i. the subject;
 - ii. characteristics of activities and services carried out;
 - iii. total value of venture and the percentile interest of the BIDDER;
 - iv. start and end dates of the execution of activities and services;
 - v. start and end dates of the company's participation in the consortium, in the event that the certificate was issued in the consortium's name;
 - vi. description of activities executed by the consortium, in the event that the certificate was issued in the consortium's name;
 - vii. location where activities and services are executed;

- viii. company name of issuer; and
- ix. name and identification of signatory.

- 13.31.1. Should the minimum contents provided for under item 13.31 fail to be included in the concerning certificate(s), the missing information, if needed, may be verified with other documents, including, if applicable, the BIDDER's own statement, whereas the SPECIAL BIDDING COMMISSION, if deemed applicable and necessary for purposes of evaluating the TECHNICAL QUALIFICATION, may take steps to certify that the information is accurate.
- 13.32. 13.31 Certifications required to establish TECHNICAL QUALIFICATION may be carried out by means of certifications issued on behalf of the BIDDER or by statements produced by the BIDDER, in case the ventures are its own, which shall be submitted along with documents required to confirm their authenticity.
- 13.33. The BIDDER shall submit the applicable data concerning certificates submitted in a clear and unequivocal way, and shall additionally, in regard to any other information required, attach other supporting documents, such as: copies of the contract referenced in the certificate; service orders; and/or any other documents deemed relevant.
- 13.34. Under no circumstance whatsoever will the documents listed in item 13.33 replace the certificate.
- 13.35. In compliance with the form instrumentality principle, and in view of expanding participation in the bidding process so to as enable as many bidders as possible, errors or formal disconformities shall not impair the qualification of any BIDDER, whenever the confirmation of its TECHNICAL QUALIFICATION, as referenced in this item, is possible.

E. Statements

- 13.36. The documents listed below shall be submitted by the BIDDER, on letterhead paper and signed by its respective legal representative, along with all other QUALIFICATION DOCUMENTS:
- i. Certificate of good standing issued by the Special Secretary of Social Welfare and Labor, in compliance with the provisions of article 7, subsection XXXIII, of the Federal Constitution, pursuant to the model included in ANNEX 20;
 - ii. Statement that the BIDDER is not currently undergoing (a) bankruptcy; (b) judicial or extrajudicial liquidation; (c) insolvency; (d) temporary bankruptcy management or (e) intervention, according to the model included in ANNEX 20;
 - iii. Statement of non-existence of any impediment to participate in the BIDDING PROCESS, according to the model included in ANNEX 20, establishing that:
 - b. it has not been declared ineligible by any federative level of government, and is not prohibited from bidding or contracting with the PUBLIC ADMINISTRATION as a result of the inclusion in the Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies – CNEP) and the Cadastro Nacional de Empresas Inidôneas e Suspensas (National Registry of Ineligible and Suspended Companies – CEIS), both of the Federal Government, and 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;
 - c. it is not currently temporarily suspended from transacting with the Direct or Indirect Administration of the STATE OF SÃO PAULO;
 - d. it undertakes to notify occurrences of any supervening facts concerning the object of this statement; and

- e. it has not been convicted, with a sentence issued by the court of last resort, for lack of legal capacity due to committing environmental crimes, as regulated under article 10 of Federal Law no. 9.605/1998.
- iv. Statement of compliance with health and occupational safety standards, pursuant to the terms of article 117, sole paragraph, of the Constitution of the State of São Paulo, in accordance with the model pertaining to ANNEX 20;
- v. Statement, pursuant to the model included in ANNEX 20 of this AUCTION NOTICE, acknowledging that:
 - (i) record(s) with the Cadastro Informativo dos Créditos não Quitados de Órgãos e Entidades Estaduais (Registry of Outstanding Credits of State Agencies and Entities – state CADIN) (State Law no. 12.799/08), in addition to receiving any public funds, which impede transacting with the GRANTING AUTHORITY;
 - (ii) records of sanctions described below, which impede transacting with the GRANTING AUTHORITY:
 - (a) in item 8.3.1 or 8.3.2 of this AUCTION NOTICE in the Sistema Eletrônico de Aplicação e Registro de Sanções Administrativas – e-Sanções (Electronic System for Application and Registry of Administrative Sanctions – e-Sanctions) (State Decree no. 61.751/2015);
 - (b) in item 8.3.2 of this AUCTION NOTICE in the Cadastro Nacional de Empresas Inidôneas e Suspensas (National Registry of Ineligible and Suspended Companies – CEIS) (Federal Law no. 12.846/12);
 - (c) in item 8.3.5 of this AUCTION NOTICE in the Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies – CNEP), and in the Cadastro Estadual de Empresas Punidas (State Registry of Punished Corporations – CEEP) of the STATE OF SÃO PAULO; or
 - (d) in item 8.3.8 of this AUCTION NOTICE in the Cadastro Nacional de Condenações Cíveis por Atos de Improbidade Administrativa e Inelegibilidade (National Registry of Civil Convictions for Acts of Administrative Improbity and Ineligibility – CNIA), of the National Council of Justice;
- vi. Statement, pursuant to the model included in ANNEX 20, certifying that the BIDDER (a) consents to every condition of the AUCTION NOTICE; (b) is entirely familiar with the expansion, operation and maintenance services which are the purpose of the CONCESSION; (c) is fully acquainted with the AIRPORT COMPLEX, the conditions of the infrastructure comprising the scope of the AGREEMENT, as well as the nature and complexity of services and necessary investments; (d) is accountable for the accuracy of all information pertaining to the submitted documentation and proposal, and; (e) received all the elements making up this AUCTION NOTICE, took full notice of all the information and conditions required for fulfilling the obligations that are the purpose of the BIDDING PROCESS, and found all the information received to be sufficient to prepare its proposal;
- vii. Statement, pursuant to the model included in ANNEX 20, certifying that only timber products or by-products of exotic origin, or products and by-products listed in Article 1 of State Decree No. 53.047/08, purchased from legal persons duly registered with CADMADEIRA, shall be used in the execution of the awarded services;

- viii. Statement of financial capacity pursuant to ANNEX 20, through which the BIDDER shall state that it possesses or has the capacity to secure sufficient financial resources to fulfill the obligations of allocating its own funds and securing funds from third parties, as required to fulfill the purpose of the CONCESSION, including the obligation to pay in the SPE's capital stock in the sum established in ANNEX 14, until the signing date of the AGREEMENT, in case it is declared the winner of this BIDDING PROCESS;
 - ix. Statement committing to secure the PERFORMANCE BOND, pursuant to the model included in ANNEX 20, and to uphold the minimum sums established therein, whereby the BIDDER, in the event that it is declared the winner of the bidding process, undertakes to contract, without including clauses of exemption of liabilities, the bond stipulated as a condition for the execution of the AGREEMENT;
 - x. Statement proving that the optional TECHNICAL VISIT, under the terms of item 5.11 of the AUCTION NOTICE, was carried out or, instead, a statement, as referenced in item 5.12 of this AUCTION NOTICE, that it chose to prepare its proposal without executing the optional TECHNICAL VISIT and stating that it is aware of the local conditions associated with the performance of obligations that are the purpose of the CONCESSION.
- 13.37. All statements pertaining to the previous item shall be submitted individually by each BIDDER or CONSORTIUM member, except for statements pertaining to item 13.36, subsections (**Erro! Fonte de referência não encontrada.**) to (x), which, in the case of a CONSORTIUM, may be issued by the CONSORTIUM itself through its leader company.

14. BIDDING PROCESS PROCEDURE

- 14.1. The BIDDING PROCESS for the 02 (two) BLOCKS governed by this AUCTION NOTICE shall be held at the same PUBLIC SESSION, simultaneously, and processed and decided by the duly established SPECIAL BIDDING COMMISSION, respecting all rules, procedures and deadlines set forth in this AUCTION NOTICE and in the act that instituted it.
- 14.2. On the assigned date and time, the PUBLIC SESSION shall be held for opening of the BIDDING PROCESS, which shall adhere to the following order: (i) delivery of BIDDERS' ENVELOPES for the 02 (two) BLOCKS; (ii) if the BIDDER has secured an ACCREDITED BROKER, delivery of the Brokerage Contract executed between the ACCREDITED BROKER and the BIDDER, to be delivered jointly with the ACCREDITED BROKER's documents; (iii) delivery of the commitment to pay the compensation due to B3, pursuant to terms of ANNEX 20; (iv) delivery of documents for the accreditation of BIDDERS' legal representatives; (v) opening of ENVELOPES A – BID BOND and B – PRICE PROPOSAL of all BIDDERS for the 02 (two) BLOCKS; (vi) ranking of PRICE PROPOSALS, considering each BLOCK; (vii) processing, when applicable, the open-outcry bidding phase simultaneously for the 02 (two) BLOCKS, and ranking of PRICE PROPOSALS; (viii) initialing of documents inside ENVELOPES A – BID BOND and B – PRICE PROPOSAL by the members of the SPECIAL BIDDING COMMISSION, and, optionally, by BIDDERS' ACCREDITED REPRESENTATIVES who are present at the PUBLIC SESSION; (ix) examination of documents inside ENVELOPE B – PRICE PROPOSAL, of all BIDDERS; (x) consultation of the Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies – CNEP) and the Cadastro Nacional 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), the Cadastro Nacional de Condenações Cíveis por Atos de Improbidade Administrativa e Inelegibilidade (National Registry of Civil Convictions for Acts of

Administrative Improbability and Ineligibility – CNIA), of the National Council of Justice, and the Sistema Eletrônico de Aplicação e Registro de Sanções Administrativas – e-Sanções (Electronic System for Application and Registry of Administrative Sanctions – e-Sanctions), of the STATE OF SÃO PAULO; and (xi) assessment of the BID BOND produced by the BIDDER with the best-ranked PRICE PROPOSAL for each BLOCK, or, as the case may be, the best competitive bid for each BLOCK.

- 14.3. Thereafter, the SPECIAL BIDDING COMMISSION shall open the term for the filing of appeals for each BLOCK, concerning (i) the documents in ENVELOPE B – PRICE PROPOSAL, of all BIDDERS; (ii) the ranking of PRICE PROPOSALS; and (iii) the judgment of the BID BOND produced by the BIDDER whose PRICE PROPOSAL was declared the winner of each BLOCK, unless BIDDERS have expressed their intention not to appeal.

14.3.1. BID BONDS produced by other BIDDERS shall be held in custody jointly with all documents in ENVELOPES A – BID BOND and B – PRICE PROPOSAL.

- 14.4. The BID BOND produced by the BIDDER ranked in second place for a given BLOCK shall only be examined in the event of disqualification of the BIDDER whose PRICE PROPOSAL was declared the winner for the respective BLOCK, and in case of any failure to adhere to the terms of this AUCTION NOTICE, this procedure shall be repeated successively for the other BIDDERS, respecting the ranking order of the PRICE PROPOSALS submitted for each BLOCK.

- 14.5. Should no appeals be lodged, or in case they are lodged, after they have been processed, a PUBLIC SESSION shall be convened for opening of ENVELOPE C – QUALIFICATION DOCUMENTS of the BIDDERS who submitted the PRICE PROPOSALS that were declared the winners for each BLOCK.

- 14.6. Following examination of the QUALIFICATION DOCUMENTS, the SPECIAL BIDDING COMMISSION shall announce the result of said examination, opening a term for lodging of appeals concerning, exclusively, the documents in ENVELOPE C – QUALIFICATION DOCUMENTS produced by the BIDDER that submitted the COMMERCIAL PROPOSAL declared the winner for each BLOCK.

- 14.7. Should no appeals be lodged, or in case they are lodged, after they have been processed and decided, the result of the BIDDING PROCESS shall be published.

A. Delivery of Envelopes

- 14.8. ENVELOPES A – BID BOND, B – PRICE PROPOSAL, and C – QUALIFICATION DOCUMENTS, referenced in this AUCTION NOTICE, shall be delivered directly and in person, or through an ACCREDITED BROKER, to the SPECIAL BIDDING COMMISSION, on the date, time and place established in this AUCTION NOTICE and in the notice published, in the presence of at least 03 (three) members of the SPECIAL BIDDING COMMISSION.

14.8.1. Once the PUBLIC SESSION has been opened, the bearer shall have 15 (fifteen) minutes to deliver the ENVELOPES to the SPECIAL BIDDING COMMISSION.

14.8.2. Once the period for delivery of ENVELOPES is declared terminated by the SPECIAL BIDDING COMMISSION, subject to the tolerance period referenced in subsection 14.8.1, no additional envelopes shall be received, and no person whosoever shall have the right to complain.

B. Accreditation of representatives and accredited brokers

- 14.9. After receiving the ENVELOPES, the accreditation of BIDDERS' ACCREDITED REPRESENTATIVES with the SPECIAL BIDDING COMMISSION, following the procedural order set forth under item 14.2 above, shall take place upon submission of an identification document and proof of their status as a legal representative, which shall be done by submitting the following:

- i. Articles of incorporation duly registered with the board of trade, in case of civil association and limited liability company;
- ii. By-Laws duly registered with the board of trade, in the case of limited liability companies, jointly with: (a) the minutes of the shareholders' meeting that elected the current board of directors, duly registered with the board of trade, in the case of companies that do not have a board of directors; or (b) the minutes of the board of directors' meeting that elected the board of directors, duly registered with the board of trade, in the case of companies that have a board of directors, jointly with the minutes of the shareholders' meeting that elected the board of directors that elected the current administration, duly registered with the board of trade;
- iii. In the case of investment funds, documents listed in subsection 13.5.4, items (i) to (iv);
- iv. In the case of CONSORTIUMS, the representation shall be incumbent upon the leader company, and shall abide by the articles of incorporation, By-Laws or an equivalent document of the consortium members and the powers of attorney granted them by the leader company;
- v. In the case of representation by a proxy, a power of attorney that proves the granting of powers to perform all acts pertaining to the bidding process, including lodging and withdrawing appeals, submitted with the document(s) that prove the powers of the grantor(s) to: (i) perform, on behalf of the BIDDER, all acts pertaining to the BIDDING PROCESS; (ii) receive notifications and represent the BIDDER administratively and legally; and (iii) execute settlements and waive rights. In the case of CONSORTIUMS, the power of attorney shall be granted by the leader company, and shall be submitted with powers of attorney granted by the consortium members to the leader company;
- vi. In the case of foreign companies, a power of attorney granted to the legal representative in Brazil, which shall include express powers to receive notifications and service of process, submitted with document(s) proving the grantor's or grantors' powers to: (i) perform, on behalf of the BIDDER, all acts pertaining to the BIDDING PROCESS; (ii) receive notifications and represent the BIDDER both administratively and legally; and (iii) execute settlements and waive rights.

14.9.1. Each BIDDER may have up to 02 (two) ACCREDITED REPRESENTATIVES, who shall be responsible for representing, objecting to and overseeing every PUBLIC SESSION act that takes place during bidding proceedings.

14.9.2. If necessary, the power of attorney shall be attached a translation into Brazilian Portuguese, in accordance with item 10.24 of this AUCTION NOTICE.

14.10. Each ACCREDITED REPRESENTATIVE may only represent one BIDDER.

14.11. Accreditation shall be carried out to enable BIDDERS to be represented at the PUBLIC SESSION held for the opening of ENVELOPES, and in every other act of this BIDDING PROCESS, including the signing of documents and statements required in this AUCTION NOTICE.

14.12. Any BIDDER who fails to meet all the requirements for accreditation of its representative shall be prevented from speaking out during PUBLIC SESSIONS that take place throughout bidding proceedings; nonetheless, there will be no impediment to the BIDDER's participation in the bidding process.

14.13. BIDDERS may, during any PUBLIC SESSION and at any time, including the first PUBLIC SESSION, accredit representatives, while respecting the number limit and all other documents referenced above, in addition to replacing or revoking accreditation made at an earlier PUBLIC SESSION.

- 14.13.1. Both accreditation of new representatives and replacement or removal of representatives shall be recorded in the minutes of the PUBLIC SESSION at which they occur.
- 14.13.2. Procedures to replace and/or accredit new representatives shall consist of (i) the BIDDER's ACCREDITED REPRESENTATIVES, or the BIDDER's legal representative's expressed intention to revoke and/or replace the previous accreditation, and/or to appoint new representatives; (ii) production of documents specified in item 14.9 of the AUCTION NOTICE.
- 14.14. Accreditation of the BIDDER's representative does not constitute a condition for the delivery of ENVELOPES.
- 14.15. If the BIDDER has secured an ACCREDITED BROKER, the latter shall represent the BIDDER at B3.
- 14.16. Each ACCREDITED BROKER may only represent one BIDDER and each BIDDER may only be represented and participate in the BIDDING PROCESS by a single ACCREDITED BROKER.
- 14.17. All communications between, on the one side, ARTESP or the SPECIAL BIDDING COMMISSION, and, on the other side, the BIDDERS, shall be performed through their ACCREDITED REPRESENTATIVES.

C. Verifying and Ranking Price Proposals and Appraising the Bid Bond of the Bidder who submitted the Price Proposal declared the winner.

- 14.18. PRICE PROPOSALS submitted by all BIDDERS, and the other documents included in ENVELOPE B – PRICE PROPOSAL, as well as the BID BOND produced by the BIDDER who submitted the PRICE PROPOSAL declared the winner for each BLOCK, shall be reviewed by the SPECIAL BIDDING COMMISSION to verify its form and the conditions established in this AUCTION NOTICE.
- 14.19. All documents included in ENVELOPES A – BID BOND and B – PRICE PROPOSAL shall be initialed by the members of the SPECIAL BIDDING COMMISSION and, optionally, by the ACCREDITED REPRESENTATIVES attending the PUBLIC SESSION, after the ranking of the PRICE PROPOSALS for each BLOCK and the processing, when applicable, of any open-outcry bidding phase.
- 14.20. BIDDERS' proposals who fail to meet the minimum requirements set for submission of their PRICE PROPOSALS, pursuant to the terms of this AUCTION NOTICE, shall be disqualified.
- 14.21. The BIDDER who has submitted the PRICE PROPOSAL declared the winner for a given BLOCK, and which fails to meet the minimum requirements for the production of the BID BOND, as established in this AUCTION NOTICE, shall be disqualified.
- 14.22. Considering the list of PRICE PROPOSALS that have been ranked, a ranking list shall be published, in descending order, for each BLOCK, taking into account the FIXED GRANT price offered by BIDDERS.
- 14.23. The best PRICE PROPOSAL for each BLOCK shall be the one that proposes the highest FIXED GRANT value, which shall be paid by the GRANTEE as a condition for signing the AGREEMENT.
- 14.24. If, for any BLOCK, a PRICE PROPOSAL is submitted which proposes an amount corresponding to, or up to 10% (ten percent) lower than the highest PRICE PROPOSAL declared for that BLOCK, an open-outcry bidding phase shall be held for both BLOCKS.
- 14.24.1. Only BIDDERS that proposed an amount corresponding to, or up to 10% (ten percent) lower than the highest PRICE PROPOSAL declared for either BLOCK

and the BIDDER that submitted the highest PRICE PROPOSAL for each BLOCK may participate in the open-outcry bidding phase held for both BLOCKS.

- 14.24.2. BIDDERS who are allowed to participate in the open-outcry bidding phase, as established in the preceding section, may submit bids for either BLOCK.
- 14.24.3. If the minimum number of 2 (two) BIDDERS is not met for the open-outcry bidding phase, according to the criterion established in item 14.24, the BIDDER that has submitted, up until that moment, the best PRICE PROPOSAL for each BLOCK shall be declared the best-ranked BIDDER for each BLOCK.
- 14.25. Once PRICE PROPOSALS submitted by BIDDERS participating in the open-outcry bidding phase have been ranked, the open-outcry bidding will begin, with successive bids announced aloud simultaneously for each of the BLOCKS, according to the terms of ANNEX 19.
- 14.25.1. The open-outcry bidding phase shall start and end at the same time for both BLOCKS that are the purpose of this BIDDING PROCESS.
- 14.26. BIDDERS may submit offers for more than one BLOCK, and a single BIDDER may be declared the winner of both BLOCKS.
- 14.27. The SESSION DIRECTOR may stipulate a maximum interval between bids. If, after the final bid presented for any of the BLOCKS in dispute in this BIDDING PROCESS, a period of time transpires which exceeds the maximum interval established by the SESSION DIRECTOR, the open-outcry bidding phase shall be closed.
- 14.28. The difference between the values of bids made for a single BLOCK during the open-outcry bidding phase may not be lower than the minimum difference stipulated by the SESSION DIRECTOR.
- 14.29. Each competitive bid shall adhere to the following conditions:
- i. it shall be higher than any competitive bid that the BIDDER has already presented by the respective BLOCK;
 - ii. it shall observe the minimum interval between bids, as stipulated by the SESSION DIRECTOR 14.28;
 - iii. it shall be capable of changing the ranking order of the BIDDER(S) for the BLOCK for which the competitive bid is made; and
 - iv. it may not be identical to a competitive bid submitted by another BIDDER for the same BLOCK.
- 14.30. If no BIDDER responds within the time frame stipulated by the SESSION DIRECTOR for the production of new bids, for any of the BLOCKS, the BIDDERS that presented the best competitive bid, up until that point, for each BLOCK shall simultaneously be declared the winners of the BIDDING PROCESS.
- 14.31. The BIDDERS that present the PRICE PROPOSAL or the competitive bid with the highest FIXED GRANT value for each BLOCK shall be declared the winners.
- 14.32. If the open-outcry bidding phase is opened, but no competitive bid is presented, the BIDDERS that submitted the PRICE PROPOSALS offering the highest value for each BLOCK shall be declared the winners.
- 14.32.1. In the event the bidding phase is processed, the BIDDER who has its PRICE PROPOSAL declared as the best ranked shall ratify its PROPOSAL, according to the form in ANNEX 20, which may be signed by the ACCREDITED REPRESENTATIVE

- 14.32.2. In the event referenced in item 14.32, if two or more BIDDERS have submitted PRICE PROPOSALS of identical value for the same BLOCK, the tie will be settled by applying the criterion referenced in article 15, paragraph 4, of Federal Law no. 8.987/1995, and, thereafter, when applicable, considering the criteria established in article 3, paragraph 2, of Federal Law no. 8.666/1993. If the tie persists, the SESSION DIRECTOR shall perform a draw, as established in article 45, §2, of Federal Law no. 8.666/1993, wherein the first BIDDER drawn shall be declared the winner.
- 14.33. 14.8.1The BIDDER whose PRICE PROPOSAL is ranked the winner in each BLOCK shall have its BID BOND assessed, whereas the SPECIAL BIDDING COMMISSION shall grant a term of 05 (five) working days for lodging of appeals concerning the ranking of PRICE PROPOSALS, and the open-outcry bidding phase, as well as the examination of the BID BOND produced by the BIDDER ranked the winner in each BLOCK, provided that said term be counted as of the date when the minutes of the PUBLIC SESSION are drawn up, or the date when the act is notified, unless all BIDDERS expressly waive the right to appeal.
- C. Consulting the National Registry of Punished Companies – CNEP and the National Registry of Ineligible and Suspended Companies – CEIS, both of the Federal Government, the STATE Registry of Punished Companies – CEEP, of the STATE OF SÃO PAULO, the National Justice Council's National Registry of Civil Convictions for Acts of Administrative Improbity – CNIA, and the State's Electronic System for Application and Registry of Administrative Sanctions – e-Sanctions do STATE OF SÃO PAULO.**
- 14.34. The COMMISSION shall consult, respecting the procedural order established in item 14.2, above, the Cadastro Nacional de Empresas Punidas (National Registry of Punished Companies – CNEP) and the Cadastro Nacional de Empresas Inidôneas e Suspensas (National Registry of Ineligible and Suspended Companies – CEIS), both of the Federal Government, established under the terms of articles 22 and 23 of Federal Law no. 12.846/2013, the Cadastro Estadual de Empresas Punidas (Registry of Punished Companies – CEEP), of the STATE OF SÃO PAULO, established under the terms of article 5 of State Decree no. 60.106/2014, and the National Justice Council's Cadastro Nacional de Condenações Cíveis por Atos de Improbidade Administrativa e Inelegibilidade (National Registry of Civil Convictions for Acts of Administrative Improbity – CNIA), with respect to all BIDDERS, whereas companies sanctioned as being disreputable to bid or contract with the PUBLIC ADMINISTRATION, as a result of article 87, item IV, and article 88, of Federal Law no. 8.666/1993, and other sanctions preventing them from transacting with the PUBLIC ADMINISTRATION, shall be prohibited from participating.
- 14.35. Immediately thereafter, the COMMISSION shall access and consult homepage www.esancoes.sp.gov.br, in regard to all BIDDERS, provided that the participation of companies temporarily suspended from partaking in biddings and forbidden from contracting with the Public Administration of the STATE OF SÃO PAULO, or deemed unfit to bid or transact with the Public Administration, as a result of articles 87, items III and IV, respectively, and article 88, all of Federal Law no. 8.666/1993, as well as those sanctioned from bidding and contracting with the STATE OF SÃO PAULO, as established in article 7 of Federal Law no. 10.520/2002 and in article 47 of Federal Law no. 12.462/2011.

E. Verifying Legal, Fiscal, Labor and Economic-Financial Qualification Documents.

- 14.36. After ranking of PRICE PROPOSALS, and possibly the processing of any open-outcry bidding phase, and assessment of the BID BOND produced by the BIDDER ranked the winner of each BLOCK, including the examination of any appeals lodged, have been completed, the QUALIFICATION DOCUMENTS of the BIDDER whose PRICE PROPOSAL is declared the winner of each BLOCK shall be examined.
- 14.37. The SPECIAL BIDDING COMMISSION shall, at a PUBLIC SESSION, proceed with opening ENVELOPE C – QUALIFICATION DOCUMENTS of the BIDDER ranked the winner of each BLOCK, leaving other BIDDERS' ENVELOPE C – QUALIFICATION DOCUMENTS intact.
- 14.38. The documents in ENVELOPE C – QUALIFICATION DOCUMENTS, for each BLOCK, shall be initialed by the members of the SPECIAL BIDDING COMMISSION and, optionally, by BIDDERS' ACCREDITED REPRESENTATIVES attending the PUBLIC SESSION, and, afterward, reviewed by the SPECIAL BIDDING COMMISSION.
- 14.39. Qualification of BIDDERS for each BLOCK shall adhere to the objective criteria set forth hereunder, whereas BIDDERS who submit QUALIFICATION DOCUMENTS in disconformity with the provisions of this AUCTION NOTICE and the current legislation shall be deemed disqualified.
- 14.40. Once the examination of QUALIFICATION DOCUMENTS of the BIDDER whose PRICE PROPOSAL or competitive bid was ranked the winner of a given BLOCK has concluded, and provided it has met all the QUALIFICATION CONDITIONS established in this AUCTION NOTICE and under the current legislation, the BIDDER shall be declared the winner of the bid for the respective BLOCK.
- 14.41. In the event of disqualification of the BIDDER declared the winner for a given BLOCK, the BID BOND and contents of ENVELOPE C – QUALIFICATION DOCUMENTS, of the BIDDER whose PRICE PROPOSAL or competitive bid was ranked second for the BLOCK in question, and, in case of non-compliance, this procedure shall be repeated continuously with the remaining BIDDERS, respecting the ranking order of PRICE PROPOSALS and/or competitive bids for each BLOCK.
- 14.42. The disqualification of any consortium member shall entail disqualification of the CONSORTIUM.

F. Publication of BIDDING PROCESS results

- 14.43. The results of the BIDDING PROCESS will be published in the State of São Paulo's Official Gazette (DOE/SP) and posted on ARTESP's homepage: www.artesp.gov.br.

15. RATIFICATION AND ADJUDICATION

- 15.1. After the results of the bidding process have been published, and the legal term for appealing has elapsed, the SPECIAL BIDDING COMMISSION shall submit the bidding process to ARTESP's ADMINISTRATIVE COUNCIL, so as to approve and award its purpose.

15.2. The purpose of the BIDDING PROCESS shall be adjudicated to the WINNING BIDDER under the conditions proposed by the same, following ratification of the BIDDING PROCESS by ARTESP's ADMINISTRATIVE COUNCIL.

15.2.1. The ratification act of the BIDDING PROCESS, adjudication of the purpose and notification of the GRANTEE to fulfill all pre-contractual requirements, shall be published in the State of São Paulo's Official Gazette (DOE/SP).

16. SIGNING

16.1. The AGREEMENT resulting from this BIDDING PROCESS shall be executed between the GRANTING AUTHORITY and the SPECIAL PURPOSE COMPANY incorporated by the WINNING BIDDER for each BLOCK, with ARTESP as the intervener.

16.1.1. If a single BIDDER is declared the WINNING BIDDER for more than one BLOCK, it shall incorporate different SPECIAL PURPOSE COMPANIES for each BLOCK for which it was declared the winner.

16.2. Each BLOCK's WINNING BIDDER shall be notified, by way of a publication in the State of São Paulo's Official Gazette (DOE/SP), to take all steps necessary to sign the AGREEMENT within 30 (thirty) days, a term which may be extended at ARTESP's discretion.

16.3. In order to adhere to the provisions of Normative Ruling no. 02/2016 and Resolution no. 03/2017 of the Audit Court of the State of São Paulo, the SPECIAL PURPOSE COMPANY shall sign, in addition to the contractual instrument, the Notice and Acknowledgment Contract, pursuant to ANNEX 20 of this AUCTION NOTICE.

16.4. In compliance with article 6 of State Law no. 12.799/2008, signing of the AGREEMENT shall be conditioned to the absence of registration with the STATE CADIN in the name of the SPECIAL PURPOSE COMPANY, the GRANTEE or, in the case of a CONSORTIUM, of any of its members. This condition shall be deemed fulfilled if the debtor proves that the respective records are suspended, pursuant to the terms of article 8, §§ 1 and 2, of State Law no. 12.799/2008.

16.5. Prior to signing the AGREEMENT within the stipulated time frames, the WINNING BIDDER:

- i. At least 07 (seven) working days before, shall have incorporated the SPE, subject to the provisions of item 18 of this AUCTION NOTICE, submitting the respective instrument, with the corresponding certificate issued by the Junta Comercial do Estado de São Paulo (Board of Trade of the State of São Paulo - JUCESP) and the enrollment number with the CNPJ (National Registry Legal Entities);
- ii. Shall have fully paid up the capital stock of the SPE, in Brazilian currency, in the minimum amount referenced in ANNEX 14;
- iii. Shall secure the services of the DEPOSITARY BANK for purposes of managing the CENTRALIZER ACCOUNT, pursuant to the provisions of item 6.4;
- iv. Shall, at least 3 (three) working days before, have effected, directly or through the SPE following its incorporation, payment of the FIXED GRANT, considering a premium equivalent to the amount offered in its PRICE PROPOSAL or competitive bid, duly indexed, based on the IPCA/IBGE, into a GRANTING AUTHORITY-appointed checking account;
- v. Shall, at least 07 (seven) working days before, have procured the PERFORMANCE BOND, in the minimum amount of:

- i. For the Northwest Block: BRL 18,126,190.00 (eighteen million one hundred twenty-six thousand one hundred ninety Brazilian reais), reference date November 2020; and
 - ii. For the Southeast Block: BRL 26,657,919.00 (twenty-six million six hundred fifty-seven thousand nine hundred nineteen Brazilian reais), reference date November 2020.
 - vi. Shall, at least 07 (seven) working days before, prove to ARTESP the experience required, whether its own or that of a SUBCONTRACTED company, with operating, during at least 01 (one) year, a single AIRPORT that has processed a traffic of at least 50,000 passengers, adhering, for purposes of said corroboration, to the terms of items 13.26 to 13.35, as well as the rules laid out in item 16.6:
 - vii. Shall, at least 07 (seven) working days beforehand, have produced an INSURANCE PLAN and a GUARANTEE PLAN attuned to the PEA, as established in the draft AGREEMENT and ANNEX 02, including the coverage and insurance amounts to be secured, whereas the actual procurement of said coverage shall adhere to the deadlines established in said PLANS;
 - viii. Shall, at least 07 (seven) working days beforehand, have delivered a letter issued by an insurer, a reinsurer, an insurance broker or guarantors advising the WINNING BIDDER with the preparation of the INSURANCE PLAN and the GUARANTEE PLAN, representing that they have examined said PLANS and found them to be appropriate;
 - ix. Shall, at least 07 (seven) working days beforehand, have corroborated the payment due to B3, as established in ANNEX 19, in the following amounts:
 - a. for the WINNING BIDDER of the Northwest Block: amount of BRL 137,479.00 (one hundred thirty-seven thousand four hundred seventy-nine Brazilian reais);
 - b. for the WINNING BIDDER of the Southeast Block: amount of BRL 137,479.00 (one hundred thirty-seven thousand four hundred seventy-nine Brazilian reais).
 - x. Exclusively for the WINNING BIDDER of the Southeast Block: it shall have reimbursed the amount of R\$ 540,000.00 (five hundred and forty thousand Reais), corresponding to costs incurred with carrying out technical studies executed by the Public Authority to the final mode approved, by way of the Call for Public Comment no. 01/2018, published on March 7, 2018 in the State of São Paulo's Official Gazette (DOE/SP), whereas a part of said application was bound to this CONCESSION, into a GRANTING AUTHORITY-designated checking account.
 - xi. In case of an investment fund that has exercised the option referenced in item 13.23, subsections (ii) and (iii), it shall have corroborated the full settlement of the Investment Commitment(s) entered into between quota holders and the Fund, up to an amount equivalent to the paid in capital, as established in item 13.17; and
 - xii. 6.4It shall name the CONCESSIONAIRE's agent responsible for representing it during the CONCESSION term.
- 16.6. In regard to subsection (ix) of item 16.5, concerning the payment due to B3:
- (I) if only BLOCK is awarded, the WINNING BIDDER shall make the payment due to B3 for both BLOCKS, provided that it may deduct from the total FIXED GRANT value payable the amount payable in connection with the BLOCK for which it was not declared the winner.

- (II) if both BLOCKS are awarded to a single WINNING BIDDER, it shall make the payment due to B3 for both BLOCKS, adding up the amounts described in subsection (ix) of item 16.5.
- 16.7. Proof of **Erro! Fonte de referência não encontrada.**experience in operating an AIRPORT, by the BIDDER or a SUBCONTRACTED third party, shall observe the following:
- 16.7.1. For purposes of corroborating the minimum passenger traffic referenced in item 16.5, subsection (vi), the SPECIAL BIDDING COMMISSION shall consider:
- i. the data disclosed by the “Airports Council International – ACI” for the respective AIRPORT; or
 - ii. a certificate issued by the competent public body, which shall prevail over the document referenced in subsection (i) if a discrepancy is identified.
- 16.7.2. In the event that a SUBCONTRACTED company is secured to oversee operations or to operate itself the AIRPORT COMPLEX or the AIRPORTS, contract(s) executed with the SUBCONTRACTED company shall be produced at least 7 (seven) working days prior to signing of the AGREEMENT, subject to the terms of Section Twenty-Eight of the AGREEMENT, and provided the SUBCONTRACTED company proves it was directly responsible for managing/running the AIRPORT in question.
- 16.8. Failure by the GRANTEE, of either BLOCK, to comply with the notification to sign the AGREEMENT, or its refusal to sign it within the set deadline, shall subject the breaching party to the execution of the BID BOND, without prejudice to any other legal consequences.
- 16.9. Should the PRICE PROPOSAL's or the BID BOND's validity period expire, this shall not prevent signing of the AGREEMENT, in case the GRANTEE, of either BLOCK, remains interested in doing so.
- 16.10. Should the GRANTEE of either BLOCK fail to appear, within the set deadline, or be impeded or refuse to appear, ARTESP may notify the remaining BIDDERS, according to the ranking, verifying the satisfaction of the qualification requirements for the signing of the AGREEMENT within the same deadline and conditions as established in the PRICE PROPOSAL, or revoke the BIDDING PROCESS.
- 16.11. After the AGREEMENT is signed, the CONCESSIONAIRE undertakes to preserve, throughout its entire execution, all qualification and capacity requirements established in this BIDDING PROCESS, which are needed to assume and maintain services rendered, as established in article 27 of Federal Law no. 8.987/1995.
- 16.11.1. At the sole risk and costs of the WINNING BIDDER, ARTESP may authorize, even before signing of the AGREEMENT, the WINNING BIDDER to access the AIRPORT COMPLEX pertaining to the BLOCK that was awarded it, and all correlated information, so that it may start its planning process.

17. ADMINISTRATIVE APPEALS

- 17.1. Potential administrative appeals shall be lodged through a substantiated petition addressed to the SPECIAL BIDDING COMMISSION within 05 (five) working days, counted as of the publication of the respective ruling, and subject to the proceedings and other provisions of Federal Law no. 8.666/1993, and AUCTION NOTICE rules.
- 17.2. Appeals may be lodged by email sent to concessao.aeroportos@artesp.sp.gov.br, referencing the subject “*Concessões Aeroportuárias do Estado de São Paulo / Recurso Administrativo Bloco Noroeste e Bloco Sudeste*”, attaching a document, in

PDF form, or, alternately, may be filed in a timely manner at ARTESP's headquarters at Rua Iguatemi, 105 – São Paulo/SP, on working days, between 8:30 am and 12:30 pm and between 01:30 pm and 05:30 pm.

- 17.2.1. Appeals shall be deemed lodged on the date of their receipt by the addressee, unless they are delivered after 05:30 pm (Brasilia time), even when sent by email, as established in item 4.3.
- 17.2.2. Correspondences delivered after 05:30 pm (Brasilia time) shall be deemed delivered, for all intents and purposes, including for purposes of determining their timely delivery, on the working day immediately thereafter.
- 17.3. The COMMISSION, pursuant to the terms of article 109, §3, of Federal Law no. 8.666/1993, shall notify other BIDDERS about the appeal, who are free to object to it within 05 (five) working days, counted as of the notification delivered by the SPECIAL BIDDING COMMISSION.
- 17.4. Acceptance of the administrative appeal, or reconsideration of the act's official notice by the SPECIAL BIDDING COMMISSION, which results in an adverse situation to one of the BIDDERS, shall reopen the appeals stage, but only in regard to the new issue that has arisen.
- 17.5. The SPECIAL BIDDING COMMISSION shall only receive administrative appeals that have been filed based on due grounds, meeting all the requirements established in this item 17.

18. INCORPORATION OF THE SPECIAL PURPOSE COMPANY

- 18.1. The WINNING BIDDER shall establish a SPECIAL PURPOSE COMPANY, in accordance with the regulations established in this AUCTION NOTICE and in the AGREEMENT.
- 18.2. Drafts pertaining to the establishment of a SPECIAL PURPOSE COMPANY, to be submitted by the BIDDER to ARTESP prior to registration with the Board of Trade, shall minimally comply with the following:
 - i. Draft By-Laws and any shareholders' agreements;
 - ii. Constitution of administration bodies;
 - iii. The CONCESSIONAIRE's organizational structure up to the first hierarchical level below the board, including ombudsman and USER customer service positions;
 - iv. Capital stock structure, determining the stake of each consortium member for the BIDDING PROCESS.
- 18.3. The CONCESSIONAIRE shall be a SPECIAL PURPOSE COMPANY, to be established by the GRANTEE of the BIDDING PROCESS within the term set forth hereunder, as a joint stock company established in accordance with the Brazilian legislation, with the sole purpose of rendering services and executing investments that are the purpose of the CONCESSION.
 - 18.3.1. The SPE shall perform all contractual obligations assigned to it under the CONCESSION, provided that it is allowed to subcontract third parties, under its sole responsibility.
 - 18.3.2. The SPE shall have its headquarters and legal domicile in the State of São Paulo.

- 18.3.3. Should the GRANTEE be an individual BIDDER, prior to executing the AGREEMENT and in view of complying with the provisions of item 18.3, it shall amend its By-Laws or articles of incorporation, or establish a wholly-owned subsidiary to act as the CONCESSIONAIRE, preserving the same share CONTROL that existed prior to the establishment of the company.
- 18.3.3.1. The GRANTEE may additionally establish a SPECIAL PURPOSE COMPANY, which will be its subsidiary, to be the sole controller of the SPE to be secured.
- 18.3.4. The SPE shall employ corporate governance standards and standardized accounting and financial statements, in accordance with accounting practices enforced in Brazil, based on Federal Law no. 6.404/1976, standards issued by the Conselho Federal de Contabilidade (Federal Accounting Council – CFC), and the Interpretations, Guidelines and Pronouncements Committee of the Comitê de Pronunciamentos Contábeis (Accounting Pronouncements Committee – CPC), particularly those pertaining to Technical Interpretation ICPC 01 - concession contracts (corresponding to the International Accounting Standard - IFRIC 12).
- 18.3.5. The CONCESSIONAIRE's minimum capital stock shall be as specified in the AGREEMENT.
- 18.3.6. The CONCESSIONAIRE may not, throughout the entire CONCESSION TERM, reduce its capital stock below the minimum threshold amount established in the AGREEMENT without ARTESP's prior, express approval.
- 18.4. Participation by foreign capital shareholders in the CONCESSIONAIRE shall be subject to the current Brazilian legislation.
- 18.5. The CONCESSIONAIRE may not, throughout the entire CONCESSION TERM, transfer the company's CONTROL without ARTESP's prior, express approval.
- 18.6. The CONCESSIONAIRE shall always be bound by the provisions of the AGREEMENT, the invitation to the BIDDING PROCESS, the documentation and the PRICE PROPOSAL submitted, and all respective contractual documents, as well as the industry's legislation and regulations, regarding everything that concerns deploying the purpose of the AGREEMENT and awarding its services.
- 18.7. The CONCESSIONAIRE's By-Laws shall:
- i. disallow any change to the CONCESSIONAIRE's business purpose, save to include activities concerning the exploitation of NON-TARIFF REVENUE;
 - ii. stipulate the requirement to submit the acts described in the CONCESSION AGREEMENT to ARTESP's prior approval;
 - iii. take into account the decision-making power of the GRANTING AUTHORITY-appointed intervener, in case of intervention;
 - iv. prohibit the procurement of obligations secured by rights emerging from the CONCESSION at levels that jeopardize operations and continuity of services rendered that are the purpose of the CONCESSION;
 - v. coincide the CONCESSIONAIRE's fiscal year with the calendar year; and
 - vi. adjust the provisions of the draft TRIPARTITE AGREEMENT, attached hereto as ANNEX 15, in the event that it wishes to exercise the option of executing said instrument.

19. PENALTIES

- 19.1. Any BIDDER who causes the delay of the bidding process, fails to uphold its PRICE PROPOSAL or makes false statements may, while ensured the prior right to adversary system and full defense, be subject to sanctions specified in subsections III and IV of article 87 of Federal Law no. 8.666/1993, without prejudice to executing the BID BOND.
- 19.2. Failure to comply with the notification to sign the AGREEMENT, or refusal by the WINNING BIDDER to sign it, without a justification acceptable by ARTESP, within the stipulated time frame, shall cause the individual WINNING BIDDER, or, in the case of a CONSORTIUM, all of its members, to be temporarily suspended from participating in bidding processes and impeded from transacting with the PUBLIC ADMINISTRATION during a period of 24 (twenty-four) months, in addition to being enforced a fine in the amount referenced in item 11.1, provided that the BID BOND may be executed to this end.
- 19.3. The performance of any other acts referenced in item 11.9 shall also entail enforcement of a fine in the same amount stipulated in item 19.2, provided that the BID BOND may be executed to ensure receipt of the penalty.
- 19.4. Any BIDDER who has committed unlawful acts with the intent of preventing the performance of the bidding process's goals or has appeared to be unsuited to transact with the PUBLIC ADMINISTRATION due to unlawful acts committed, shall be subject to sanctions provided for under article 87, subsections III and IV of Federal Law no. 8.666/1993, supported by Article 88 of Federal Law no. 8.666/1993, while being ensured the prior right to adversary proceedings and full defense.

20. FINAL PROVISIONS

- 20.1. The GRANTING AUTHORITY and ARTESP undertake to dedicate their best efforts to ensure that, during the period between the publication of this AUCTION NOTICE and the signing of the AGREEMENT, DAESP shall neither negotiate nor execute any new contract involving the use of AIRPORT COMPLEX grounds, and, additionally, that it shall neither renegotiate nor amend any existing contracts.
- 20.2. This rules governing this BIDDING PROCESS shall be construed so as to enable more bidders to participate, granting equal treatment to all BIDDERS, provided they do not jeopardize public interests, the purposes and the safety of this contracting.
- 20.3. All documentation provided by the GRANTING AUTHORITY and ARTESP to the BIDDERS may only be used for the latter to submit their PRICE PROPOSALS, and provided that the replication, disclosure or use thereof, whether in full or in part, for any purposes other than those specified in this BIDDING PROCESS shall be prohibited, under penalty that they be held liable for an undue use of said documents.
- 20.4. ARTESP may at any time revoke, postpone or even cancel this BIDDING PROCESS, pursuant to Federal Law no. 8.666/1993, which, however, shall not entail payment of compensation or reimbursements of any kind.
- 20.5. When in the best interest of ARTESP, and without this entailing any type of claim or compensation to the participants:
 - 20.5.1. the PUBLIC SESSION to be held for receipt of ENVELOPES A – BID BOND, B – PRICE PROPOSAL and C – QUALIFICATION DOCUMENTS, as well as for opening ENVELOPES, may be postponed;

- 20.5.2. the AUCTION NOTICE may be amended, to set a new term, according to the applicable legislation, to execute the BIDDING PROCESS;
- 20.5.3. a closed session may be scheduled, at the SPECIAL BIDDING COMMISSION's discretion, in order to perform a more thorough, detailed assessment of all documents received.
- 20.6. Nullification of the BIDDING PROCESS shall entail nullification of the AGREEMENT, which shall not impute upon the GRANTING AUTHORITY and ARTESP any obligation to compensate, unless otherwise established in the AGREEMENT.
- 20.7. The SPECIAL BIDDING COMMISSION may at any time, according to the stage of the BIDDING PROCESS, disqualify or disable the BIDDER, which shall not entitle the BIDDER to any kind of compensation or reimbursement, should it become aware of any fact or should any circumstance that discredits the BIDDER's behavior or jeopardizes its financial, technical, production or administrative capability arise.
- 20.8. The BIDDERS are bound to notify ARTESP, at any time, about any subsequent fact or circumstance that nullifies either the QUALIFICATION DOCUMENTS or ranking, or is deemed to be a breach of participation requirements established under the AUCTION NOTICE, immediately after it takes place.
- 20.9. To settle any issues arising from the BIDDING PROCESS which cannot be settled at an administrative level, the District Courts of the Capital of the State of São Paulo shall be the competent jurisdiction.

São Paulo, April 15, 2021.

Agência Reguladora de Serviços Públicos Delegados de Transporte do Estado de São Paulo (Regulatory Agency for Public Transportation Services of the State of São Paulo – ARTESP)