

INTERNATIONAL BIDDING No. 01/2022

INTERNATIONAL BIDDING No. 01/2022 FOR THE SPONSORED CONCESSION OF PUBLIC SERVICES OF OPERATION, MAINTENANCE AND MAKING OF INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE ROAD SYSTEM CALLED RODOANEL NORTE LOT

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Rodoanel Norte - parcerias@sp.gov.br - Christine Munhoz - Subsecretaria de Parcerias - 8/15/2022 6:49:37 PM - 201.55.53.80

INTRODUCTION

The Regulatory Agency for Public Services Delegates of Transportation of the State of São Paulo - ARTESP, a special regime autarchy, linked to the Secretary of Government of the State of São Paulo, makes public by this International Bidding Notice No. 01/2022, the criteria and conditions for the selection and contracting of a sponsored concession for public services and for carrying out the necessary investments for the exploration of the road system constituted by the road segment that makes up the so-called RODOANEL NORTE LOT, under the terms of the AGREEMENT.

The BIDDING is open to national and/or foreign bidders, individually or in a consortium, and the evaluation criteria will be the lowest value of the MAXIMUM AVAILABILITY PAYMENT to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, and, alternatively, the lowest value of the PUBLIC CONTRIBUTION, according to the rules established in this REQUEST FOR BIDS, in the CONTRACT and in the ANNEXES.

THE CONCESSION TERM will be 31 (thirty-one) years, starting from the signing of the INITIAL TRANSFER TERM.

The INTERNATIONAL BIDDING will begin, through the delivery of envelopes, on April 27, 2022, at 2:00 pm, at the B3 headquarters, located at Rua XV de Novembro, 275, Centro, São Paulo.

The envelopes containing the necessary documentation to participate in the BIDDING shall be delivered by the interested parties at a PUBLIC SESSION, on April 27, 2022, from 2:00 pm to 2:15 pm, in accordance with the rules of this REQUEST FOR BIDS, which, together with the CONTRACT, ANNEXES and APPENDICES, will be available electronically and free of charge, from January 28, 2022 until the date of the PUBLIC SESSION for delivery of envelopes, on ARTESP's website and at <https://www.parcerias.sp.gov.br/>.

To access the Data Room with studies and reference and non-binding documents, at https://www7.idealsvdr.com/v3/Rodoanel_Norte/#/documents?path=498698:607952, interested parties must send a message to the address dataroom@artesp.sp.gov.br. The message must contain the name, company, and email address of anyone who wants to have access to the platform. Users will receive confirmation by email for registration within one business day of submitting the request.

The REQUEST FOR BIDS, AGREEMENT, ANNEXES and APPENDICES may also be obtained at ARTESP's address, at Rua Iguatemi, 105 - Itaim Bibi, São Paulo - SP, 01451-011, in the period between January 28, 2022 and the day immediately prior to the date of the PUBLIC SESSION for delivery of the envelopes, from Monday to Friday, from 8:30 am to 5:30 pm, upon presentation of a *Hard Disk* with sufficient capacity so that all files can be digitally copied.

Interested parties may also request that documents be sent by mail, upon payment of shipping costs, and for this purpose, contact must be made by phone (11) 3465-2365 or by electronic address novaconcessoes@artesp.sp.gov.br, entitled "RODOANEL NORTE | Access to the REQUEST FOR BIDS", indicating the address and the addressee.

The GRANTING AUTHORITY and ARTESP are not responsible for the text or content of REQUEST FOR BIDSs, annexes or documents obtained or known in a form or place other than those indicated above.

A - CONTRACTING AUTHORIZATION

The Directing Council of the Privatization Program - CDPED (CDPED), created by State Law No. 9.361, of July 5, 1996, and the Management Council of the Public-Private Partnership Program (CGPPP), created by State Law No. 11.688 of May 19, 2004, at the 18th Ordinary Joint Meeting, concerning the 254th Ordinary Meeting of the CDPED, and the 101st Ordinary Meeting of the CGPPP, held on December 10, 2020, approved the formation of a Working Group to structure and consolidate a new model for the RODOANEL NORTE Lot.

At the 18th Ordinary Joint Meeting, concerning the 257th Ordinary Meeting of the CDPED, and the 104th Ordinary Meeting of the CGPPP, held on 04/30/2021, authorization was obtained to proceed with the PUBLIC HEARING and PUBLIC CONSULTATION stages of the project.

After analyzing all the contributions received at the PUBLIC HEARING and PUBLIC CONSULTATION, the necessary adjustments were made and those pertinent were inserted in the final documents, with the grant plan being approved by the Secretary of Logistics and Transport of the State of São Paulo and the publication of this REQUEST FOR BIDS authorized by the Directors' Committee of ARTESP, at the 55th Extraordinary Joint Meeting, held on January 27, 2021.

The SPONSORED CONCESSION was definitively approved by the CGPPP on December 20, 2021, within the scope of its 28th Ordinary Joint Meeting of CDPED and CGPPP.

By means of Decree No. 66.445, of January 21, 2022, the proposal for a SPONSORED CONCESSION of public services for the operation, maintenance and realization of the investments necessary for the exploration of RODOANEL NORTE LOT was authorized, as well as the Regulation of the SPONSORED CONCESSION, the minimum parameters for the event and the delegation of public services object of this REQUEST FOR BIDS.

B - PREVIOUS NOTICE

The notice of the opening of this INTERNATIONAL BIDDING was published in the Official Gazette of the State of São Paulo (DOE/SP), in the January 28, 2021 issue, and in newspapers with large national and regional circulation such as Folha de São Paulo, Jornal da Cidade and Folha Metropolitana and in the international newspaper Wall Street Journal. All the contents of the REQUEST FOR BIDS, published on the ARTESP website, were also translated into English and made available for unrestricted public access on the ARTESP website, at www.artesp.sp.gov.br.

C - PUBLIC HEARING

ARTESP held a PUBLIC HEARING on May 28, 2021, in the city of São Paulo, in compliance with the terms of article 39, of Federal Law No. 8.666/1993, as well as article 29, of State Law No. 10.177/1998, for presentation of the project to the population and interested parties, with access to all relevant information and clarifications, guaranteeing the right to manifest, according to the Regulation of Hearings, duly disclosed by ARTESP.

The PUBLIC HEARING was disclosed in the DOE/SP, May 14, 2021 issue, as well as electronically, on the ARTESP [website: www.artesp.sp.gov.br](http://www.artesp.sp.gov.br).

The audio and video recording of the PUBLIC HEARING is available at www.artesp.sp.gov.br.

D - PUBLIC CONSULTATION

The drafts of REQUEST FOR BIDS, AGREEMENT, ANNEXES and APPENDICES were submitted to the PUBLIC CONSULTATION, having been available for access during the period from May 28, 2021 to June 30, 2021 on the ARTESP [website: www.artesp.sp.gov.br](http://www.artesp.sp.gov.br).

The PUBLIC CONSULTATION notice was published in the DOE/SP, issue of May 28, 2021, on the ARTESP website and in the following major newspapers in the State of São Paulo: Folha de São Paulo, Jornal da Cidade and Folha Metropolitana, in the respective issues of May 28, 2021, May 29, 2021, and May 28, 2021.

During the PUBLIC CONSULTATION period, ARTESP received a series of contributions, doubts and suggestions relevant to the available drafts, taking advantage of the interaction with society, through this channel, to improve the definitive documents. All contributions were analyzed, the relevant ones being incorporated into the REQUEST FOR BIDS, AGREEMENT, ANNEXES and APPENDICES published;

E - APPLICABLE LEGISLATION

This BIDDING is governed by the rules contained in this REQUEST FOR BIDS, the AGREEMENT, the ANNEXES and APPENDICES, as well as Federal Laws No. 11.079/2004, 8.987/1995, No. 8.666/1993, State Laws No. No. 6.544/1989 and No. 10.177/1998, State Complementary Law No. 914/2002 and other rules governing the matter.

F - ANNEXES AND APPENDICES

ANNEXES are the following documents:

Annex 1	Concession Regulation
Annex 2	Road System

Annex 3	Performance Indicators in the services provided
Annex 4	Tariff Structure
Annex 5	Services Corresponding to Operational Duties
Annex 6	Services Corresponding to Maintenance Duties
Annex 7	Services Corresponding to Expansion Duties
Annex 8	Guidelines for the Three-Party Agreement
Annex 9	Signed Transfer Terms
Annex 10	Conditions for Return
Annex 11	Penalties
Annex 12	Engineering Projects relating to the Road System
Annex 13	Capital Stock Payment Schedule
Annex 14	INVESTMENT PLANS (<i>ORIGINAL INVESTMENT PLAN submitted by Concessionaire as a condition to sign the Agreement and other plans, as edited or submitted, duly approved by ARTESP</i>)
Annex 15	INSURANCE PLAN and Insurance Policies (<i>submitted by the Concessionaire and duly approved by ARTESP</i>).
Annex 16	Performance Bond (<i>delivered by the Concessionaire and duly approved by ARTESP</i>)
Annex 17	SPC documents
Annex 18	Transition Conditions
Annex 19	Public Contribution Disbursement Flow
Annex 20	Glossary
Annex 21	Technical-Economic Feasibility Study (TEFS)
Annex 22	Document Templates
Annex 23	The technical conditions compatible with the initial investments and necessary for the execution of the Agreement
Annex 24	Report of Liabilities Identified in the Road System
Annex 25	B3 Procedures Manual
Annex 26	Mechanism for Payment of AVAILABILITY PAYMENT

The following documents are APPENDICES which, for all purposes of this REQUEST FOR BIDS and the AGREEMENT, will have the same treatment as the ANNEXES:

A	Retigraphic
B	Environmental liabilities
C	Sheets Relative to Performance Indicators

D	Account Management Contract
E	Operation of Concession Accounts
F	Digital Systems
G	Procedure for the Presentation, Review and Approval of Projects, Commencement and Receipt of Works
H	Service Levels

G - DEFINITIONS

For the purposes of this REQUEST FOR BIDS, the AGREEMENT, the ANNEXES and the APPENDICES, unless expressly stated otherwise, the terms, phrases and expressions written in capital letters or with the first letter in capital letters, must be understood and interpreted in accordance with the meanings provided for in the ANNEX 20, and can be used both in the plural and in the singular, without any change in meaning.

CHAPTER I – GENERAL PROVISIONS

1. PURPOSE

- 1.1. The purpose of this BIDDING PROCESS is the selection of the most advantageous proposal for the SPONSORED CONCESSION of the public services of operation, maintenance and realization of the necessary investments for the exploration of the ROAD SYSTEM constituted by the road segment described in ANNEX 02, all members of the so-called RODOANEL NORTE LOT, including:
 - i. The conclusion of the implementation of the ROAD SYSTEM as provided for in the AGREEMENT and in the ANNEXES, as well as the preparation of the necessary projects, the transfer and assumption of existing licenses, when relevant, the obtaining of approvals and environmental licenses, as well as the execution of the works and investments to enable the operation of the ROAD SYSTEM, all under the terms of the AGREEMENT, ANNEXES and APPENDICES, which must be detailed in the ORIGINAL INVESTMENT PLAN, which must be prepared by the WINNING BIDDER based on the rules established in the AGREEMENT and, especially, in its ANNEXES 06, 07 and 21;
 - ii. The execution and management of the DELEGATED SERVICES, to be provided mandatory and uninterruptedly by the CONCESSIONAIRE, after the conclusion of the IMPLEMENTATION WORKS and throughout the CONCESSION TERM, consisting of the functions of operation, conservation, expansion, exploration, and maintenance, described in the AGREEMENT, ANNEXES and APPENDICES;

- iii. Support in the execution of NON-DELEGED SERVICES, under the exclusive competence of the GRANTING AUTHORITY, not included in the object of the SPONSORED CONCESSION, under the terms of the AGREEMENT and this REQUEST FOR BIDS;
 - iv. The management of COMPLEMENTARY SERVICES, considered convenient, but not essential, to maintain the ADEQUATE SERVICE throughout the granted stretch, to be provided directly by the CONCESSIONAIRE or by third parties contracted by it;
 - v. Obtaining, applying and managing all the financial resources necessary for the execution of the object of the SPONSORED CONCESSION;
 - vi. The supply of the goods necessary for the provision of the services object of the SPONSORED CONCESSION; and
 - vii. Preventive and corrective maintenance of SPONSORED CONCESSION REVERSIBLE ASSETS, including the right-of-way, so as to keep them in full operation and capacity to meet the provisions of the AGREEMENT.
- 1.2. The specification of the aforementioned objects is detailed in the AGREEMENT, in the ANNEXES and in the APPENDICES.

2. VALIDITY AND DEADLINE

- 2.1. The SPONSORED CONCESSION is valid for 31 (thirty-one) years, starting from the date of signature of the INITIAL TRANSFER TERM, as specified in the AGREEMENT.

3. ESTIMATED CONTRACT VALUE

- 3.1. THE ESTIMATED CONTRACT VALUE is R\$ 2,949,230,245.00 (two billion, nine hundred and forty-nine million, two hundred and thirty thousand, two hundred and forty-five reais) on the base date of September/2021, corresponding to the estimated value of the sum of investments borne by the CONCESSIONAIRE.
- 3.2. The ESTIMATED CONTRACT VALUE shall be merely for reference purposes, and shall not be used by the BIDDER for any purpose as well as by any PARTY or ARTESP, as basis for re-structuring the economic-financial balance of the AGREEMENT herein, or for any other purpose implying the use of the ESTIMATED CONTRACT VALUE as a parameter for indemnifications, reimbursements and similar purposes.

4. CLARIFICATIONS AND OPPOSITION TO THE REQUEST FOR BIDS

4.1. Interested parties may submit, until April 1, 2022, a request for clarification and information about the BIDDING.

- i. Requests for clarification must be written in the Portuguese language of Brazil, with the questions arranged according to the model defined in ANNEX 22, with the identification of the data of the interested party, including their electronic address, and the item(s) of the REQUEST FOR BIDS, AGREEMENT, ANNEXES or APPENDICES, to which the questioning refers, containing the file in Excel and/or Word format and in PDF, and may be (i) forwarded to the electronic address novaconcessoes@artesp.sp.gov.br, entitled "RODOANEL NORTE| Requests for Clarifications", or (ii) filed with ARTESP, at Rua Iguatemi, 105 - Itaim Bibi, São Paulo/SP, until 5:30 pm on April 1, 2022, under the care of the SPECIAL BIDDING COMMITTEE;
 - ii. The answers to the questions will be transmitted by electronic message, until April 18, 2022, or, if there is a change in the date of the PUBLIC SESSION of the opening of the event, within 5 (five) business days before the new date set for the PUBLIC SESSION being disclosed to all interested parties on ARTESP's [website \(www.artesp.sp.gov.br\)](http://www.artesp.sp.gov.br), without identifying the person responsible for requesting clarifications;
 - iii. Clarifications, addenda or communications will become an integral part of this PUBLI NOTICE, provided that the requirement set forth in the item 4.1.2 of this REQUEST FOR BIDS is observed, binding the GRANTING AUTHORITY, ARTESP, the BIDDERS and the CONCESSIONAIRE, for all purposes;
 - iv. If there are no requests for clarification, it will be assumed that the information and elements made available in this REQUEST FOR BIDS, AGREEMENT, ANNEXES and APPENDICES are sufficient to allow the preparation of the PRICE PROPOSAL and the presentation of the QUALIFICATION DOCUMENTS and, consequently, for the participation of the BIDDING, which is why further questions will not be accepted.
- 4.1.1. At the discretion of the SPECIAL BIDDING COMMITTEE (CEL), periodic responses may be published, following the same formalities described in item 4.1, for requests for clarification that are submitted by interested parties throughout the period that elapses from the publication of this REQUEST FOR BIDS to the date specified in said item 4.1, item (ii).
- 4.1.2. For the purposes of this BIDDING, only clarifications, addendums or communications that are published on ARTESP's [website \(www.artesp.sp.gov.br\)](http://www.artesp.sp.gov.br), in PDF format, containing the signature of the member of the CEL designated by the Ordinance published by ARTESP, to coordinate the work of CEL.
- 4.1.3. If there is a change in the date set for the PUBLIC SESSION for the opening of the event, the request for clarifications and information about the

BIDDING referred to in the item 4.1 may be submitted, by the interested parties, within a period of up to 15 (fifteen) business days prior to the new date set for the PUBLIC SESSION.

- 4.2. Any citizen is a legitimate party to challenge this REQUEST FOR BIDS, and the challenge must be presented following the same form of presentation of the request for clarification described in the item 4.1 of this REQUEST FOR BIDS, until April 18, 2022, or, if there is a change in the date scheduled for opening of envelopes, within 5 (five) business days before the date set for opening the envelopes, and CEL must judge and respond to the challenge within 3 (three) business days.
- 4.2.1. In order to comply with the form of presentation indicated by the item 4.2, compliance with any model will not be required.
- 4.2.2. For the purposes of this BIDDING, only responses to challenges published in the form of the item 4.1.2 of this REQUEST FOR BIDS will be considered valid.
- 4.2.3. The right to challenge the terms of this REQUEST FOR BIDS, pursuant to art. 41, §2, of the BIDDING LAW AND ADMINISTRATIVE CONTRACTS, will be waived if the BIDDER does not do so by April 25, 2022, or, if there is a change in the date set for the PUBLIC SESSION for delivery of the envelopes, by the second business day preceding the date set for the PUBLIC SESSION for delivery of the envelopes.
- 4.3. All correspondence, requests for clarification, challenges or any other documents related to the BIDDING, in physical medium, will be considered delivered on the date of receipt by the addressee, unless delivery takes place after 5:30 pm, Brasília time.
- 4.3.1. In the case of electronic correspondence, requests for clarification, objections or any other documents related to the BIDDING, sent by electronic means, these will be considered delivered on the date sent by the addresser, until 11:59 pm on the same day.
- 4.4. Correspondence delivered after the times specified in the items 4.3 and 4.3.1 will be considered delivered, for all purposes, including for the timeliness check, on the immediately following business day.
- 4.5. Questions that do not relate to this BIDDING, or that have been formulated differently from that established in the item 4.1 of this REQUEST FOR BIDS, will not be answered.
- 4.6. Only those who express interest through the e-mail novaconcessoes@artesp.sp.gov.br, with the title "Register of Interested – RODOANEL NORTE Lot" with the proper identification of (i) name/corporate name; (ii) nationality/country where headquartered; (iii) profession/business purpose; (iv) RG (Identification Number) and CPF/CNPJ; (v) address; (vi) telephones and e-mail for contact, have the guarantee that:

- i. They will be communicated directly, via e-mail, of the acts of the BIDDING;
 - i. They will be communicated directly, via e-mail, of the clarifications provided about this REQUEST FOR BIDS;
 - ii. They will receive, by e-mail, a copy of the administrative act that proceeds to the eventual modification of this REQUEST FOR BIDS, if applicable; and
 - iii. They will receive, by e-mail, other communications with important content that is relevant to the BIDDING.
- 4.7. ARTESP may, on its own initiative or as a result of responses made to requests for clarification or challenges, modify this REQUEST FOR BIDS, at any time, by means of an errata, to be published in the DOE/SP.
- 4.8. If the change in the REQUEST FOR BIDS affects the formulation of the BIDDING, pursuant to article 21, §4, of Federal Law No. 8.666/1993, ARTESP will modify the date of the PUBLIC SESSION for receiving the envelopes provided for in the preamble of the REQUEST FOR BIDS, informing BIDDERS, through publication in DOE/SP. In this case, the deadlines for TECHNICAL VISIT, request for clarification and challenge are also extended.
- 4.9. The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data, related to the ROAD SYSTEM and its operation, made available by ARTESP, which are not included as ANNEXES or APPENDICES, were carried out and obtained for the exclusive purpose of serving as a reference for the calculations that indicated the economic and financial viability of the CONCESSION, not presenting, before the potential BIDDERS or future CONCESSIONAIRE, any binding character or any effect from the point of view of the responsibility of the GRANTING AUTHORITY and ARTESP.

5. TECHNICAL VISIT

- 5.1. Interested parties who intend to carry out TECHNICAL VISIT aimed at the knowledge and verification of the infrastructure that will be taken over and completed by the CONCESSIONAIRE, in the physical and operational conditions in which the works to implement the ROAD SYSTEM are, with the purpose of carrying out *on-site* verification of the conditions, nature and measurement of materials and equipment necessary for the completion of the works and the execution of the AGREEMENT, form and conditions of supply, means of access to the place and verification of any other data that they deem necessary for the adequate provision of the public service object of the CONCESSION SPONSORED, must send, until April 25, 2022, electronic correspondence to the email novaconcessoes@artesp.sp.gov.br, with the title "*Technical Visit - RODOANEL NORTE Lot*", with attached document, in PDF format, containing the indication and qualification of the representatives of the company interested in carrying out the visit. A copy of the document proving the representation relationship between the company and the representative designated to participate in the TECHNICAL VISIT must also be made available to ARTESP.

- 5.2. The GRANTING AUTHORITY and ARTESP will keep confidential, until the date of the PUBLIC SESSION to receive the envelopes, the list of interested parties who will carry out the TECHNICAL VISIT, the representatives indicated by the interested parties and a copy of the document containing the respective representation list.
- 5.3. Once the electronic correspondence has been received by ARTESP and the necessary requirements indicated in this REQUEST FOR BIDS have been fulfilled, an email will be sent to the interested party to schedule the date and time of the TECHNICAL VISIT, which must be accompanied by members of the GRANTING AUTHORITY and/or ARTESP and/or DER and/or DERSA.
- 5.3.1. Regardless of carrying out the TECHNICAL VISIT, the BIDDER declares to know the conditions of the ROAD SYSTEM and to be fully able to carry out the necessary surveys to support its PRICE PROPOSAL.
- 5.3.2. The TECHNICAL VISIT has the exclusive purpose of allowing interested parties to obtain the technical subsidies they deem appropriate, so that ARTESP, DER, DERSA or the GRANTING AUTHORITY will not be held liable due to insufficient data collected by occasion of the TECHNICAL VISIT.
- 5.4. Pursuant to current legislation and regulations, in addition to the TECHNICAL VISIT, interested parties may carry out technical inspections, surveys and relevant analyses, at their own risk and expense, in order to properly know the conditions of the ROAD SYSTEM, in order to consider all aspects that are necessary to compose your PRICE PROPOSAL.
- 5.4.1. BIDDERS may not allege lack of knowledge of the technical conditions of the ROAD SYSTEM to justify any losses, non-compliances, difficulties in execution or requests for compensation of any nature, unless contractual provisions provide otherwise.
- 5.5. As many TECHNICAL VISITS may be made as each interested party deems necessary, always accompanied by representatives of the GRANTING AUTHORITY and/or ARTESP and/or DER and/or DERSA, when they occur in a place with restricted access to the public. For such, the representatives appointed by the interested parties must present themselves at the place, on the date and time to be established in accordance with the requirement provided for in this REQUEST FOR BIDS.
- 5.6. In the TECHNICAL VISIT, the participation of as many representatives as the interested party deems necessary, which must be listed in the request, respecting any technical impossibilities, duly justified by ARTESP.
- 5.7. It will be up to each interested party, at the time of the TECHNICAL VISIT, to be accompanied by the technicians and specialists that they deem sufficient to collect the information they deem necessary, not being allowed the requirement of any additional information by the GRANTING AUTHORITY, ARTESP, DER and/or DERSA. Any clarifications must be requested in writing by the interested parties or

BIDDERS, in the manner and within the period established in the item 4.1 of REQUEST FOR BIDS.

5.7.1. Transport to the TECHNICAL VISIT site will be at the expense of each interested party.

5.8. The performance of a TECHNICAL VISIT does not constitute a condition for participation in this BIDDING.

5.9. The GRANTING AUTHORITY and ARTESP will consider that the PROPOSALS to be presented were prepared with perfect knowledge of the conditions of the provision of services and the ROAD SYSTEM, and the BIDDER may not invoke any lack of knowledge as an impediment to the correct formulation of the PRICE PROPOSAL or the full performance of the AGREEMENT, request changes in the prices, terms or conditions of the AGREEMENT, or claim any damage or claim any benefit, under the invocation of insufficient data or information about the same.

5.10. At the end of the TECHNICAL VISIT, the interested party will be provided with the certificate of completion of the optional TECHNICAL VISIT, according to the model in ANNEX 22, which will be part of the envelope containing the QUALIFICATION DOCUMENTS.

5.11. The BIDDER that decides not to carry out the optional TECHNICAL VISIT must submit, inside the envelope containing the QUALIFICATION DOCUMENTS, a statement stating that it is aware that it was able to carry out the TECHNICAL VISIT and become aware of the entire ROAD SYSTEM, but that, being aware of the risks and consequences involved, chose to formulate the PRICE PROPOSAL without carrying out the TECHNICAL VISIT that had been provided, pursuant to item 13.27, item xii, of the REQUEST FOR BIDS, according to the model in ANNEX 22.

6. EVALUATION CRITERIA

6.1. The BIDDING will be processed and judged using the criterion of the lowest value of the AVAILABILITY PAYMENT to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, embodied in the highest percentage of discount in the value of the MAXIMUM AVAILABILITY PAYMENT.

6.1.1. If any BIDDER presents a 100% (one hundred percent) discount on the MAXIMUM AVAILABILITY PAYMENT value, it may additionally offer, and subject to item 10.26, a discount on the MAXIMUM PUBLIC CONTRIBUTION, in which case the BIDDING evaluation will be carried out by the criterion of lower value of the PUBLIC CONTRIBUTION, observing the provisions below.

6.2. The BIDDER shall prepare the PRICE PROPOSAL, in accordance with the model provided for in ANNEX 22, which shall indicate the offer of a percentage discount on the value of the MAXIMUM AVAILABILITY PAYMENT and the percentage of discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, even if zero, subject to the provisions of item 10.26.

- 6.2.1. The percentage discount offered for the value of the MAXIMUM PUBLIC CONTRIBUTION will apply linearly to all DISBURSEMENT EVENTS, pursuant to ANNEX 19.
- 6.2.2. Any offer of discount on the value of the MAXIMUM PUBLIC CONTRIBUTION will be disregarded in proposals that offer a discount on the value of the MAXIMUM AVAILABILITY PAYMENT of less than 100% (one hundred percent).
- 6.3. The BIDDER who offers the highest percentage of discount on the MAXIMUM AVAILABILITY PAYMENT, initially set at R\$ 41,687,647.00 (forty-one million, six hundred and eighty-seven thousand, six hundred and forty-seven reais), on the base date of September /2021, or, in the event of item 6.1.1, the BIDDER that offers the highest percentage of discount on the MAXIMUM PUBLIC CONTRIBUTION, initially set at R\$ 876,748,032.00 (eight hundred and seventy-six million, seven hundred and forty-eight thousand thirty-eight two reais), on the base date September/2021.
- 6.4. If more than one BIDDER offers a discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, and if there are BIDDER(S) who have made a BID in relation to the value of the MAXIMUM PUBLIC CONTRIBUTION whose discount is equal to or less than 2 pp (two percentage points) below the biggest discount on the MAXIMUM PUBLIC CONTRIBUTION, CEL will start the bidding phase, as provided for in the item 14.26 of this REQUEST FOR BIDS and specified in the PROCEDURES MANUAL.
- 6.5. As a condition precedent to the execution of the AGREEMENT, the CONTRACTOR shall open the RESERVE ACCOUNT and contract the DEPOSITORY BANK.
- 6.5.1. The GRANTING AUTHORITY shall adopt the necessary measures to enable the opening of the RESERVE ACCOUNT, owned by the GRANTING AUTHORITY, by the CONTRACTOR.
- 6.5.2. It is a condition for signing the AGREEMENT that the GRANTING AUTHORITY deposit, in the RESERVE ACCOUNT, the full amount referring to the PUBLIC CONTRIBUTION, already considering the possible discount offered in the BID by the CONTRACTOR.
- 6.5.3. All costs arising from the contracting of the DEPOSITORY BANK will be the responsibility of the CONTRACTOR and, after signing the AGREEMENT, of the CONCESSIONAIRE.
- 6.5.4. In the terms of APPENDIX E, if any situation causes delay or makes the opening of the RESERVE ACCOUNT owned by the GRANTING

AUTHORITY unfeasible, the CONTRACTOR may, if duly motivated and authorized by ARTESP, open the RESERVE ACCOUNT under the ownership of the CONCESSIONAIRE, such a condition will be temporary, and the CONCESSIONAIRE, under the scope of the AGREEMENT, must promote the immediate adaptation of the ownership of the RESERVE ACCOUNT to the GRANTING AUTHORITY, as soon as possible, and as soon as the condition that justified the solution herein described has ceased.

7. TARIFF REVENUE, ACCESSORY REVENUE, AVAILABILITY PAYMENT and PUBLIC CONTRIBUTION

7.1. For the preparation of the PRICE PROPOSAL and for the eventual formulation of their bids, the BIDDERS shall consider that the CONCESSIONAIRE will have the right to charge the TOLL TARIFF from the USERS of the ROAD SYSTEM, observing the criteria of fairness and reasonableness, as defined in the draft of the AGREEMENT and, especially, in ANNEX 04.

7.1.1. The value of the MILEAGE TARIFF to be used as a parameter for defining the TOLL TARIFF in the FREE FLOW SYSTEM, on the base date of September/2021, is R\$ 0.14605/km (zero point one four six zero five reais per kilometer), and must be readjusted annually, pursuant to the AGREEMENT and ANNEX 04.

7.2. Besides the TOLL TARIFFS, the CONCESSIONAIRE'S COMPENSATION may include the ASSOCIATED REVENUES explored in accordance with the pertinent legislation and in the form and limits established in the AGREEMENT.

7.3. In compliance with the BID of the CONTRACTOR, the CONCESSIONAIRE will also be entitled to receive PUBLIC CONTRIBUTION and EFFECTIVE AVAILABILITY PAYMENT, under the terms of the AGREEMENT and the relevant ANNEXES.

7.4. The GROSS TARIFF REVENUE, earned by the CONCESSIONAIRE, in accordance with the contractual rules, and the AVAILABILITY PAYMENT DUE will be considered for the purpose of calculating the amount due as a INSPECTION FEE, and deductions arising from the QUALITY AND PERFORMANCE INDEX (IQD) will apply to them, as provided for in the AGREEMENT and in the ANNEXES.

7.5. The ACCESSORY REVENUES earned by the CONCESSIONAIRE, according to the contractual rules, will be considered for the purpose of calculating the value due as a INSPECTION FEE.

CHAPTER II - BIDDING REGULATION

8. CONDITIONS FOR PARTICIPATION

- 8.1. Companies and other legal entities, Brazilian or foreign entities, individually or in a CONSORTIUM, whose nature and purpose are compatible with their participation in the BIDDING, may participate in the BIDDING, provided that they fully satisfy all the terms and conditions of this REQUEST FOR BIDS.
- 8.2. The BIDDERS may, at their discretion, enter into an intermediation agreement with an ACCREDITED BROKER, and such contracting, if it is the option of the BIDDERS, must be made in accordance with the B3 PROCEDURES MANUAL that constitutes ANNEX 25.
- 8.3. May not participate in the BIDDING, alone or in CONSORTIUM, interested party:
 - 8.3.1. that is in compliance with the penalty of temporary suspension from participating in bidding and impediment from contracting with the direct or indirect Administration of the State of São Paulo, arising from article 87, item III, and article 88, of Federal Law No. 8.666/1993, of article 7, of Federal Law No. 10.520/2002, or of article 47, of Federal Law No. 12.462/2011;
 - 8.3.2. that has been declared unfit to bid or contract with the PUBLIC ADMINISTRATION of any federative entity, as provided for in article 87, item IV, of Federal Law No. 8.666/1993;
 - 8.3.3. that is not sentenced, by a final and unappealable sentence, to the penalty of interdiction of rights due to the practice of environmental crimes, as provided for in article 10 of Federal Law No. 9.605/1998;
 - 8.3.4. whose bankruptcy has been declared;
 - 8.3.5. that has a record of sanction, with an effect that prevents participation in this BIDDING or contracting, in the records referred to in article 22 of Federal Law No. 12.846/2013 and Article 5 of State Decree No. 60.106/2014;
 - 8.3.6. that has been prohibited by the Plenary of the Administrative Council for Economic Defense (CADE) from participating in bids promoted by the PUBLIC ADMINISTRATION, due to a practice of violation of the economic order, pursuant to article 38, item II, of Federal Law No. 12.529/ 2011;
 - 8.3.7. that is prohibited from contracting with the PUBLIC ADMINISTRATION due to a restrictive sanction of law arising from an environmental administrative infraction, pursuant to art. 72, § 8, item V, of Federal Law No. 9.605/1998;

- 8.3.8. that has been prohibited from contracting with the Public Authority due to conviction for an act of administrative improbity, pursuant to article 12 of Federal Law No. 8.429/1992;
- 8.3.9. that has been declared unsuitable to contract with the PUBLIC ADMINISTRATION by the Plenary of the Audit Court of the State of São Paulo, pursuant to article 108 of State Complementary Law No. 709/1993;
- 8.3.10. that has been temporarily suspended, prevented or declared unsuitable for bidding or contracting with the PUBLIC ADMINISTRATION, for disobedience to the Access to Information Law, pursuant to article 33, items IV and V, of Federal Law No. 12.527/2011, and of article 74, items IV and V, of State Decree No. 58.052/2012; and
- 8.3.11. that has been hired by the GRANTING AUTHORITY or by ARTESP, or that has acted as a subcontractor, for the preparation of the studies that served as the basis for the structuring of this SPONSORED CONCESSION.
- 8.4. A person who has, in the last 6 (six) months from the date of publication of the REQUEST FOR BIDS, been an employee or manager of the contracting/responsible body/entity for the BIDDING may not participate, directly or indirectly, in the BIDDING, and will not be able to participate, directly or indirectly, from the execution of the AGREEMENT, by the CONCESSIONAIRE, server or manager of the body/entity responsible for the management or monitoring of the AGREEMENT, which has, in the previous 6 (six) months, acted in any way in acts of management, execution or taking of decisions in the AGREEMENT, pursuant to article 9, item III, and § 3, of Federal Law No. 8.666/1993.
- 8.4.1. Indirect participation, for the purposes of the provisions of item 8.4, is considered to be the existence of any documents that demonstrate that the person mentioned in them has supported the structuring of the BIDDING and is a legal representative, officer, manager, partner, controller or technical officer, or that has any legal, technical, commercial, economic, financial, labor or business ties with the BIDDER or any company of the BIDDER'S ECONOMIC GROUP.
- 8.4.2. The contracting/responsible body/entity for the BIDDING, for the management and monitoring of the AGREEMENT, for the purposes of the item 8.4 of this REQUEST FOR BIDS, is considered to be ARTESP, DERSA, DER, the Secretariat for Strategic Projects and Actions and the Secretariat for Logistics and Transport, both from the State of São Paulo, the CPP, and individuals or legal entities that have acted directly in the formulation of the BIDDING documents.
- 8.5. Foreign companies or entities that do not operate in Brazil must comply, as much as possible, with the QUALIFICATION CONDITIONS, through equivalent documents, authenticated by the Consulate-General of Brazil in the country of origin and translated by a sworn translator, and must have legal representation in Brazil, with express powers to receive service of process and respond administratively and judicially.

- 8.5.1. Foreign companies from Signatory States to the Convention on the Elimination of the Requirement for Legalization of Foreign Public Documents, enacted in Brazil through Federal Decree No. 8.660/2016, may replace the need for authentication by the respective consulate, referred to in item 8.5 of the apostille dealt with in articles 3 and 4 of the aforementioned Convention.
- 8.5.1.1. The documentation and the corresponding apostille must be translated by a sworn translator.
- 8.5.1.2. QUALIFICATION DOCUMENTS equivalent to those requested in this REQUEST FOR BIDS must be presented in such a way as to enable a clear identification of their validity, enforceability and effectiveness, and the BIDDER shall indicate which item of the REQUEST FOR BIDS the document corresponds to.
- 8.5.1.3. In the event of the inexistence of documents equivalent to those requested in this REQUEST FOR BIDS, the BIDDER must submit a statement informing this fact, in accordance with the model in ANNEX 22.
- 8.5.2. Foreign companies or entities that do not operate in Brazil must submit a statement that, in order to participate in this BIDDING, they will be subject to the legislation of the Federative Republic of Brazil, including the provisions of article 32, § 4, of Federal Law No. 8.666 /1993, pursuant to the model in ANNEX 22.
- 8.6. BIDDERS are responsible for analyzing the conditions of the object of the BIDDING and all data and information about the SPONSORED CONCESSION, as well as for examining all instructions, conditions, requirements, laws, decrees, rules, specifications and regulations applicable to competition and to the SPONSORED CONCESSION, and must bear their respective costs and expenses.
- 8.7. The participation of a company and/or entity in more than one CONSORTIUM, or separately and as a member of the CONSORTIUM, will not be allowed.
- 8.7.1. The restriction foreseen in the item 8.7 also applies to legal entities that are members of the same BIDDER's ECONOMIC GROUP, that is, the participation of companies from the same ECONOMIC GROUP in different BIDS may not occur.
- 8.8. In the case of a CONSORTIUM, the following rules must be observed, without prejudice to others existing in the REQUEST FOR BIDS and in the relevant legislation:
- 8.8.1. The disqualification of any consortium member will result in automatic disqualification of the CONSORTIUM;

- 8.8.2. There is no maximum limit on the number of participants to form the CONSORTIUM;
- 8.8.3. The inclusion, replacement, withdrawal or exclusion of any consortium member will not be allowed, nor the change in the proportion of participation of the consortium members, or even the replacement of the leading company, until the signature of the AGREEMENT, at which time the contractual rules for any change in the corporate structure of the SPE;
- 8.8.4. The consortium members will be jointly and severally liable for the acts performed by the CONSORTIUM in this BIDDING until the AGREEMENT is signed;
- 8.8.5. The CONSORTIUM may be formed exclusively by foreign companies and entities, without the participation of national entities;
- 8.8.6. In the CONSORTIUM of companies and/or other entities, Brazilian and foreign, the leadership will be, necessarily, the Brazilian company or entity, pursuant to article 33, §1, of Federal Law No. 8.666/1993.
- 8.9. Participation in this BIDDING will imply full and unconditional acceptance of all terms, conditions and provisions of this REQUEST FOR BIDS, as well as the draft of the AGREEMENT, ANNEXES, APPENDICES and other provisions applicable to the BIDDING, not being able to invoke any ignorance as an impediment to the correct formulation of the PRICE PROPOSAL or full compliance with the AGREEMENT.
- 8.10. The BIDDERS will bear all costs related to the preparation and presentation of the PRICE PROPOSALS and to the participation in the BIDDING, not being the GRANTING AUTHORITY or ARTESP responsible, in any case, for such costs, whatever the procedures followed in the BIDDING or your results.

9. GENERAL PROCEDURE

- 9.1. Each BIDDER will be responsible for carrying out, at its own risk and expense, surveys and studies, as well as developing projects to support the presentation of the BID.
- 9.2. Any discrepancies that may arise regarding the application of the REQUEST FOR BIDS, for the purposes of interpreting the rules relevant to the BIDDING procedure, will be resolved according to the following criteria, in the following order:
- i. The REQUEST FOR BIDS;
 - ii. The AGREEMENT;

- iii. The ANNEXES;
 - iv. The PROCEDURE MANUAL.
- 9.3. The BIDDING will be processed and judged by reversing the phases, initially analyzing the PRICE PROPOSALS, classifying them, processing, if applicable, the bidding phase and then analyzing the BID BOND and the QUALIFICATION DOCUMENTS, both from the highest ranked BIDDER, considering, if applicable, the bidding phase.
- 9.4. The bid will be processed and judged by the SPECIAL BIDDING COMMITTEE, with operational support from B3 to assist in conducting the BIDDING and carrying out related activities.
- 9.5. THE PRICE PROPOSAL will be analyzed prior to the BID BOND and the QUALIFICATION DOCUMENTS.
- 9.6. In the classification phase, the PRICE PROPOSALS will be classified observing the criterion of (i) the highest percentage of discount on the MAXIMUM AVAILABILITY PAYMENT, and, if applicable, (ii) the highest percentage of discount on the MAXIMUM PUBLIC CONTRIBUTION, to be paid by the GRANTING AUTHORITY, and there may be a bidding phase, as provided in the items 6.4 and 14.26 of this REQUEST FOR BIDS.
- 9.7. The BID BOND of the highest ranked BIDDER, so considered, if applicable, after the bidding phase, will be analyzed after the declaration of the best PRICE PROPOSAL.
- 9.8. Failure to meet the requirements of the REQUEST FOR BIDS, regarding the presentation of the BID BOND, will result in the disqualification of the BIDDER.
- 9.9. The qualification phase will consist of the analysis of the QUALIFICATION DOCUMENTS of the highest ranked BIDDER, considered as such, if applicable, after the bidding phase and that has presented a valid BID BOND, to verify compliance with the conditions set out in the REQUEST FOR BIDS.
- 9.10. The SPECIAL BIDDING COMMITTEE may, at any stage of the BIDDING PROCESS, promote diligence aimed at clarifying or complementing the instruction of the process, and may also:
- 9.10.1. Request BIDDERS, at any time, for clarifications on the BID BOND, PRICE PROPOSAL, bids and/or the QUALIFICATION DOCUMENTS presented, admitting the correction of failures of a formal or material nature, or the complementation of insufficiencies, provided that the missing elements may be submitted within a maximum period of 3 (three) business days, under penalty of disqualification of the BID or disqualification of the BIDDER.

- 9.10.2. Extend the deadlines mentioned in the REQUEST FOR BIDS, with the prior consent of the DIRECTOR OF ARTESP, in case of public interest, fortuitous event or force majeure, without the BIDDERS being entitled to compensation or reimbursement of costs and expenses in any capacity.
- 9.11. The diligences promoted by the SPECIAL BIDDING COMMITTEE may not result in the creation of a requirement that is not provided for in the REQUEST FOR BIDS, pursuant to article 40, §4, of State Law No. 6.544/1989.
- 9.12. In prestige to the principle of instrumentality of forms and as a way of expanding competition in the event, errors or formal nonconformities will not affect the classification or qualification of any BIDDER, if they can be effectively overcome by the measures provided for in item 9.10.
- 9.12.1. Pursuant to article 40, §6, of State Law No. 6.544/1989, irrelevant material errors may be remedied by means of a motivated act by the SPECIAL BIDDING COMMITTEE itself, when it is not necessary to carry out the diligences referred to in item 9.12.
- 9.13. During the entire procedure, the International Finance Corporation (IFC) and its consultants, as well as B3, may assist in the procedure, as requested by the SPECIAL BIDDING COMMITTEE.
- 10. THE FORM OF PRESENTATION OF THE BID BOND, THE PRICE PROPOSAL AND THE QUALIFICATION DOCUMENTS**
- 10.1. The BID BOND documents, PRICE PROPOSAL and the QUALIFICATION DOCUMENTS required in this BIDDING shall be presented, in 03 (three) separate, opaque, sealed and inviolable envelopes, initialed at the closing, with identification as follows.
- 10.1.1. The envelopes must be presented together, at the time indicated by the SPECIAL BIDDING COMMITTEE for the delivery of the envelopes.

Presentation of envelopes

- i. **ENVELOPE A - BID BOND:**

ENVELOPE A - BID BOND

REQUEST FOR BIDS No. 01/2022 – Sponsored Concession of public services for the operation, maintenance and realization of the necessary investments for the operation of the Road System called RODOANEL NORTE LOT.

[CORPORATE NAME OF THE APPLICANT OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEAD COMPANY]

[CORPORATE NAME OF ACCREDITED BROKER, IF CONTRACTED]

ii. ENVELOPE B - PRICE PROPOSAL:

ENVELOPE B - PRICE PROPOSAL

REQUEST FOR BIDS No. 01/2022 – Sponsored Concession of public services for the operation, maintenance and realization of the necessary investments for the operation of the Road System called RODOANEL NORTE LOT

[CORPORATE NAME OF THE APPLICANT OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEAD COMPANY]

[CORPORATE NAME OF ACCREDITED BROKER, IF CONTRACTED]

iii. ENVELOPE C - QUALIFICATION DOCUMENTS:

ENVELOPE C - QUALIFICATION DOCUMENTS

REQUEST FOR BIDS No. 01/2022 – Sponsored Concession of public services for the operation, maintenance and realization of the necessary investments for the operation of the Road System called RODOANEL NORTE LOT

[CORPORATE NAME OF THE APPLICANT OR OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEAD COMPANY]

[CORPORATE NAME OF ACCREDITED BROKER, IF CONTRACTED]

10.2. All envelopes that are presented in the BIDDING, as well as their content, after their opening in the PUBLIC SESSION, may be initialed by the ACCREDITED REPRESENTATIVES of the BIDDERS who, present at the PUBLIC SESSION, wish to do so.

10.3. Only envelopes and accreditation documents delivered directly to the SPECIAL BIDDING COMMITTEE will not be accepted, sending them by mail or any other form of delivery.

- 10.3.1. The documents for accreditation will be received by the SPECIAL BIDDING COMMITTEE outside the envelopes.
- 10.4. The accreditation of the BIDDER's representative does not constitute a condition for receiving the envelopes, and the envelope delivered by any carrier is admitted, even without identification of the carrier.
- 10.5. The act of receiving and opening the envelopes can be witnessed by anyone. However, only the representatives of the BIDDERS who have been duly accredited, under the terms of this REQUEST FOR BIDS, may perform any acts related to the PUBLIC SESSION, with the interference of assistants or any other persons being prohibited.
- 10.6. The content of each of the 3 (three) envelopes must be presented in 1 (one) physical copy, with opening term, index and closing term, for the complete documentation of each envelope, and in 1 (one) digital copy that represents reproduction identical to the physical copy presented.
- 10.7. The sheets will be numbered sequentially, including separator sheets, catalogues, drawings or similar, if any, regardless of more than one volume per envelope, from the opening term to the closing term, so that the numbering of the last sheet of the last volume reflects the number of sheets in each envelope.
- 10.8. The back of the sheets must not be numbered under any circumstances, and the inscription "blank" must be included if there is no content. Sheets whose back is not blank must be numbered with the same number as the back of the sheet, plus the particle "back".

Presentation format of documents

- 10.9. The documents must be presented in their original form or in the form of a copy authenticated by a Notary Public, or a simple copy accompanied by the original for authentication by a member of the CEL.
- 10.9.1. The BID BOND must be presented in its original copy, except in the case of assurance and digitally issued public debt securities, for which a printed copy of the digital copy must be presented, observing the specific rules on the contribution of public securities, contained in the PROCEDURES MANUAL.
- 10.9.2. Documents obtained via the Internet are excluded from the rule provided for in item 10.9 of this REQUEST FOR BIDS, which may be presented without any authentication, provided that, when relevant, they are accompanied by a verification code that allows the verification of their authenticity before the entity issuing the document.

- 10.9.3. Documents may be signed electronically, provided that they are signed by digital certificate, pursuant to §1, article 10, of Provisional Measure No. 2.200-2/2001, and article 5, of State Decree No. 64.355/2019.
- 10.10. Pursuant to item 10.6, all documentation presented in printed form must be accompanied by a true copy, on magnetic media, in standard PDF files (Adobe Acrobat).
- 10.10.1. The presentation in magnetic media indicated in the previous item must correspond to a specific *pen-drive* for the documentation of each envelope and each notebook, and will integrate the contents of the respective envelope.
- 10.10.2. Pen-drives must be labeled with the identification of the BIDDER and its contents.
- 10.10.3. After opening each envelope, the surface of the pen-drives will be initialed by the members of the CEL and by the ACCREDITED REPRESENTATIVES of the BIDDERS present at the PUBLIC SESSION, who so wish, and then they will be incorporated into the BIDDING process, together with the others submitted printed documents.
- 10.10.4. In case of discrepancy between the printed documents and those recorded in magnetic media, the printed documents will prevail.
- 10.10.5. The absence of a copy of the documents in magnetic media, any recording errors, or failures in the content of the electronic files, do not constitute causes for the disqualification or inability of the BIDDER, provided that they can be supplied by the diligences provided for in item 9.10.
- 10.11. All documents and certificates presented in this BIDDING must be presented within their respective expiration dates.
- 10.12. Any document submitted after the expiration date shall be considered undeliverable, with the BIDDER bearing the consequences of the lack of documentation.
- 10.13. Except in the case of documents that are not subject to periodic renewal, when applicable, documents that do not have a term defined in their own body, by law or in this REQUEST FOR BIDS, will be considered valid if issued up to 180 (one hundred and eighty) days prior to the effective delivery date of the documents and bids.
- 10.14. All documents that contain amounts expressed in foreign currency, when not prohibited by the REQUEST FOR BIDS, will have the amounts converted into national currency (R\$), by applying the exchange rate (PTAX) for sale published by

the Central Bank of Brazil, in the day immediately preceding the date of publication of the REQUEST FOR BIDS.

10.15. It is recommended to use the models contained in this REQUEST FOR BIDS for standardization purposes.

10.16. The absence of any of the statements required from the BIDDER in this REQUEST FOR BIDS may be supplied by a formal and written statement from the BIDDER, of the same content, delivered at the PUBLIC SESSION itself, being expressly recorded in the minutes, or in a diligence carried out by the SPECIAL BIDDING COMMITTEE, according to item 9.10 of this REQUEST FOR BIDS.

10.17. THE PRICE PROPOSAL, the BID BOND, as well as the QUALIFICATION DOCUMENTS and other documents required and presented in this BIDDING shall be presented in clear language, without amendments, erasures or between the lines.

10.17.1. In the event of divergence between numbers and their expression in words, the form in writing shall prevail.

10.18. When dealing with a document consisting of a copy of the Official Gazette or newspaper, it must be printed in order to allow its reading and identification of the date, notebook and page of the issue in which it was published.

10.19. At the end of each PUBLIC SESSION, all documentation presented inside the envelopes will be initialed by at least two members of the CEL, with the ACCREDITED REPRESENTATIVES being allowed to initial the documents.

10.20. Detailed minutes of all PUBLIC SESSIONS for receipt and opening of envelopes will be drawn up, to be signed by the members of the CEL, with the possibility of signature by the ACCREDITED REPRESENTATIVES of the BIDDERS.

10.20.1. CEL may, at its sole discretion, close the PUBLIC SESSIONS after receiving and/or opening envelopes, promoting the analysis of the PRICE PROPOSALS and documentation at the PUBLIC SESSION itself or at a later time, and may avail itself of technical assistance to so much.

10.20.2. CEL will always make its decisions in a reasoned manner and in writing, attaching the respective decision and grounds to the bidding process records.

10.20.3. Unopened envelopes may be removed by interested parties within 30 (thirty) days after signing the AGREEMENT. If they are not withdrawn within this thirty (30) day period, they will be rendered useless regardless of any notice or notification.

10.21. The correction of defects in the documents submitted by the BIDDERS will be allowed, if they can be corrected within the period of 3 (three) business days provided for in item 9.10.1, without prejudice to the conduct of the bidding process, in compliance with the principle of instrumentality of forms.

10.22. The content exchange of any of the envelopes will result in automatic disqualification of the BIDDER.

10.23. Except for the hypothesis dealt with by item 10.28, under the terms of State Decree No. 52.658/2008, the signature of the signatories of the bidding documents is waived, and the signatory's identity document must be presented, in the original form, in the form of a copy authenticated by a Notary Public, or in the form of a copy accompanied by the original, for authentication by a member of the CEL.

10.23.1. The identity document of the signatory of the BIDDING documents must be presented together with the signed document, inside an envelope or separately from the ENVELOPES, or when requested by CEL, in one of the forms indicated in item 10.23.

10.24. The presentation of copies of documents that have already been presented is waived, observing the order in which the envelopes are opened.

Content of the Price Proposal

10.25. Only PRICE PROPOSALS which cover the totality of the object of this BID will be considered, including those submitted during the eventual bidding phase.

10.26. PRICE PROPOSALS must include the percentage of discount percentage on the MAXIMUM AVAILABILITY PAYMENT and the discount percentage on the MAXIMUM PUBLIC CONTRIBUTION, even if it is 0% (zero percent).

10.26.1. If the BIDDER, in the PRICE PROPOSAL, presents a discount of less than 100% (one hundred percent) on the MAXIMUM AVAILABILITY PAYMENT, it must indicate the discount on the MAXIMUM PUBLIC CONTRIBUTION as 0% (zero percent).

10.26.2. If the BIDDER presents, in the PRICE PROPOSAL, a discount of 100% (one hundred percent) on the MAXIMUM AVAILABILITY PAYMENT, it must indicate a discount on the MAXIMUM PUBLIC CONTRIBUTION greater than or equal to 0% (zero percent).

10.27. PRICE PROPOSALS, including those presented during the bidding phase, must be valid for 180 (one hundred and eighty) days, counted from the date of receipt and, during this period, all conditions must be maintained, and may be extended, if the parties so agree, subject to the provisions of item 11.11.

Documentation to be submitted by foreign Bidders

10.28. Foreign BIDDERS, who do not have authorization to operate in Brazil, must, in order to participate in the BIDDING, under the terms of the applicable legislation, be represented by a person legally accredited and domiciled in Brazil, with express powers, granted by means of a power of attorney by public or private instrument, with a signature recognized as authentic by a notary or other entity, in accordance with the legislation applicable to documents, to receive service of process and respond administratively and judicially in Brazil, as well as to represent it at all stages of the process, conditions which must be expressly indicated in the documents presented at the time of accreditation.

10.29. The documents of foreign BIDDERS will be presented as follows:

- i. the PRICE PROPOSALS, as well as all correspondence, information and communications related to the BIDDING procedures, must be written in the Brazilian Portuguese language, the official language of this BIDDING, and have the amounts expressed in national currency (R\$).
 - a. All documentation submitted by foreign BIDDERS must be understood and interpreted in accordance with said language.
- ii. documents of foreign origin presented in other languages must be certified by the notary public of the country of origin, authenticated by the Consulate General of Brazil in the country of origin or, in the case of item 8.5.1, duly apostilled, and accompanied by the respective translation into Portuguese carried out by a sworn translator registered in any of the Boards of Trade in Brazil, except in the case of catalogs, publications, manuals, technical reports and similar.
 - a. QUALIFICATION DOCUMENTS of foreign origin presented in other languages not accompanied by the respective sworn translation into Brazilian Portuguese will not be considered for assessment and evaluation purposes.

10.29.1. If, by any of the BIDDERS, there is a material divergence between the document in the original language and its translation, CEL may take the necessary diligences to assess the actual content of the document, and the BIDDER who, demonstrably, has presented a divergent translation in order to benefit, without prejudice to the execution of the BID BOND and application of the competent civil, criminal and administrative sanctions.

10.29.2. If there is a discrepancy between the document in the original language and the translation, identified by CEL through diligences, or upon consideration of an eventual appeal, the original text will prevail.

11. ENVELOPE A - BID BOND

11.1. As a guarantee to the fulfillment of the obligation to sign a future contractual instrument, as well as the other obligations assumed as a result of its participation in the BIDDING, the BIDDER shall provide the BID BOND in the minimum value corresponding to R\$ 29,492,302.00 (twenty-nine million four hundred and ninety-two thousand three hundred and two reais), with a expiration period of 180 (one hundred and eighty) days, counted from the date set for the PUBLIC SESSION, observing the item 11.11 of this REQUEST FOR BIDS.

11.1.1. In the event of a CONSORTIUM, the BID BOND may be provided by a single legal entity that composes it or divided by the consortium members, and must guarantee the obligations assumed by all consortium members due to their participation in the BIDDING.

11.2. The BID BOND may, at the option of the BIDDER, be made through the following modalities:

- i. Security deposit in cash;
- ii. Public Debt Securities;
- iii. Assurance;
- iv. Bank guarantee.

11.2.1. In the modalities in which the BID BOND is formalized through documents, such instruments shall not include liability exclusions, in addition to those provided for in the legislation in force, including the regulation of SUSEP, which prevent the execution by ARTESP in the cases described in this REQUEST FOR BIDS as for its execution, and the rules established in ANNEX 22 and in the B3 PROCEDURES MANUAL, which constitutes ANNEX 25, must also be complied with.

11.2.2. The BID BOND must be provided for the benefit of ARTESP and the GRANTING AUTHORITY.

11.3. The BID BOND in Brazilian currency must be (i) deposited in Banco do Brasil, Branch 1897-X, current account number 500.188-9, owned by ARTESP, CNPJ/ME number 05.051.955/0001-91, up to 24 hours (twenty-four hours) before the date set for the receipt of documents and bids, presenting, inside the corresponding envelope, the deposit proof, or (ii) presented in cashier's check from a FINANCIAL INSTITUTION.

11.4. When the BID BOND is represented by Public Debt Securities, it must be provided at the nominal value of the securities, and cannot be encumbered with a clause of unseizability, inalienability, non-transferability or compulsory acquisition.

11.4.1. Only Public Debt Securities will be accepted among those listed in the PROCEDURES MANUAL, issued in bookkeeping form, by registry in the centralized settlement and custody system authorized by the Central Bank of Brazil, accompanied by proof of their current validity in terms of liquidity and value.

11.5. The BID BOND presented in the form of assurance must be issued by an insurance company authorized to operate in Brazil, under the terms of the legislation in force at the time of its submission, and will be evidenced by the presentation of the assurance policy, accompanied by proof of payment of the premium installments already overdue, as well as: (i) Certificate of Operational Compliance issued by the Superintendence of Private Insurance (SUSEP), on behalf of the insurer issuing the policy, and the policy must comply with the provisions of SUSEP Circular No. 477/2013, in addition to containing the provisions set forth in the B3 PROCEDURES MANUAL and may not include any clause of exemption from liability of the BIDDER or the Insurer, not even in special or particular conditions, other than those arising from legal requirements or regulatory; (ii) Certificate of Administrators issued by SUSEP on behalf of the administrators who signed the policy; (iii) documents representing the administrators who signed the policy; and (iv) corporate acts that allow verification of the insurer's form of representation.

11.5.1. Only liability exclusions that result from an immutable imposition arising from law or regulation will be considered valid, and liability exclusions that are merely admitted by the regulator, but not imposed, as mentioned in ELECTRONIC CIRCULAR LETTER No. 1/2021/DIR1/SUSEP will not be considered valid.

11.5.2. If the BID BOND presented in the form of assurance includes any clause incompatible with the provisions of this REQUEST FOR BIDS, including limiting clauses or exemption from liability, the BIDDER must submit a statement, signed by the insurance company, informing the inapplicability of such clauses to this BIDDING, as well as the validity of the assurance in all cases provided for in this REQUEST FOR BIDS.

11.5.3. If the BIDDER chooses the assurance modality, the requirements contained in ANNEX 22 must be observed, in the special conditions or in the particular conditions, admitting the non-compliance with these requirements only in relation to adjustments to meet legal or regulatory requirements, duly demonstrated and justified.

11.5.4. Failure to comply with the model provided for in ANNEX 22 will not be considered if provisions provided for in the special conditions of the model are reproduced only in the particular conditions of the policy.

11.6. The BID BOND presented in the form of bank guarantee must be issued by an investment and/or multiple commercial banks, authorized to operate in Brazil,

according to Brazilian legislation and the regulation of the financial sector, respecting ANNEX 22, and must be presented in its original copy, accompanied by proof of the powers of representation of the person responsible for signing the document.

11.6.1. Banking institutions issuing bank guarantees must have an EMVIA system for B3 to verify the authenticity of the instrument.

11.7. It will not be necessary to send documents proving the powers of representation of the signatories of bank guarantees and assurance, when the institutions mentioned above have an updated registration as a guarantee issuer at B3.

11.8. The BID BOND of the CONTRACTOR will be returned after signing the AGREEMENT and presenting the PERFORMANCE BOND of the AGREEMENT.

11.9. The BID BOND of the other BIDDERS will be returned within 15 (fifteen) days from the DATE OF SIGNING THE AGREEMENT by the WINNING BIDDER of the bidding.

11.10. If the AGREEMENT is not signed, the BID BOND will be returned within 45 (forty-five) days from the date on which the BIDDING ends are formalized, except in cases that lead to its execution.

11.11. In case that the events described in items 11.8, 11.9 and 11.10 exceed the expiration period of 180 (one hundred and eighty) days of the BID BOND provided for in item 11.1, BIDDERS who remain interested in continuing with the BIDDING shall, spontaneously or when requested to do so, present documents proving its renewal, at the expense of the BIDDER, being excluded from the BIDDING the BIDDER that does not prove the renewal of the BID BOND, when requested to do so, and the penalties provided for in item 11.12.

11.11.1. The maintenance of the BIDDER's qualification conditions is conditioned to the regular renewal of the respective BID BOND, under the terms set out in item 11.11.

11.11.2. The value of the BID BOND, in the event of renewal, must be readjusted by the variation of the IPCA/IBGE, for the period between the delivery date of the PRICE PROPOSALS and the last index officially released before the renewal of the BID BOND.

11.12. The practice of any of the conducts listed below by any BIDDER will result in the imposition of a fine in the value equivalent to the BID BOND, as indicated in item 11.1, after the regular administrative procedure provided for in State Law No. 10.177/1998:

- i. to request the withdrawal of your PRICE PROPOSAL during the period of its validity;

- ii. to present a document or information that is known to be false, or even omit relevant information for the purposes of this BIDDING, thus considering those related to the QUALIFICATION CONDITIONS, the conditions of participation in the BIDDING, and the presentation of the PRICE PROPOSAL, under the terms set forth in this REQUEST FOR BIDS;
- iii. being the CONTRACTOR, fails to comply with the conditions or to present the documents required for the contract, within the stipulated deadlines;
- iv. being the CONTRACTOR, fails to pay the compensation of B3 and/or the *International Finance Corporation – IFC*, under the terms and deadlines set forth in this REQUEST FOR BIDS and in the PROCEDURES MANUAL;
- v. fail to maintain the BID BOND under the conditions defined in this REQUEST FOR BIDS;
- vi. being the CONTRACTOR, fail to sign the AGREEMENT within the deadline provided for in the call notice, either due to failure to comply with the pre-contractual provisions or due to withdrawal;
- vii. to perform act(s) with the purpose of frustrating the objectives of the event, or causing its delay;
- viii. to perform an act that gives rise to a declaration of unsuitability to contract with the PUBLIC ADMINISTRATION.

11.12.1. The BID BOND will also ensure the payment, after the regular administrative procedure provided for in State Law No. 10.177/1998, of fines and penalties, observing for these as a maximum value the amount of the BID BOND established in item 11.1, and indemnities due by the BIDDER to the GRANTING AUTHORITY and/or ARTESP, due to the total or partial default, by the BIDDERS, of the obligations assumed by them as a result of their participation in the BIDDING, in which case the amount must be opportunely arbitrated in accordance with the damages caused and the seriousness of the BIDDER's conduct.

11.13. The BID BOND, unless otherwise determined by law or regulation, when applicable, will cover all facts that occurred during its term, even if the claim is communicated by ARTESP after the end of the term has expired, as provided for the BID BOND offered in the form of assurance, in article 12, §4, of SUSEP Circular No. 477/2013.

11.14. ARTESP and the GRANTING AUTHORITY will be indicated as beneficiaries of the instruments that formalize the BID BOND, which may be executed in any of the cases described in this REQUEST FOR BIDS.

- 11.14.1. Any modification to the terms and conditions of the BID BOND presented is prohibited, except with express and prior consent at the time of its renewal, or to restore its economic value and conditions of feasibility.

- 11.15. The BIDDER that fails to submit or does not have the BID BOND accepted by the SPECIAL BIDDING COMMITTEE will be declared disqualified.

12. ENVELOPE B - PRICE PROPOSAL

Price Proposal

- 12.1. THE PRICE PROPOSAL will be presented in the form of the item 10.1 of this REQUEST FOR BIDS, inside Envelope B, and will observe the conditions described below.

- 12.2. The PRICE PROPOSAL will be formalized as a percentage (%) of discount on the MAXIMUM AVAILABILITY PAYMENT and on the MAXIMUM PUBLIC CONTRIBUTION, being presented to a maximum of two decimal places.

- 12.3. The PRICE PROPOSAL must comply with the model in ANNEX 22.

- 12.3.1. In the event of divergence between the numerical value and its respective extended form, the extended form shall prevail.

- 12.4. The BIDDER shall be aware that the PRICE PROPOSAL:

- i. it is irrevocable, irreversible and unconditional;
- ii. cannot present a value lower than 0% (zero percent) or higher than 100.00% (one hundred percent) of discount on the MAXIMUM AVAILABILITY PAYMENT, under penalty of disqualification;
- iii. cannot present a value lower than 0% (zero percent) or higher than 100.00% (one hundred percent) of discount on the MAXIMUM PUBLIC CONTRIBUTION, under penalty of disqualification;
- iv. will be valid for at least 180 (one hundred and eighty) days, counted from the date of submission of the BID BOND, PRICE PROPOSAL and QUALIFICATION DOCUMENTS envelopes, and may be extended if the BIDDER and CEL so agree;
- v. shall consider (a) the conditions of the ROAD SYSTEM; and (b) all investments, costs, expenses and taxes necessary for the exploitation of the

SPONSORED CONCESSION, subject to the conditions and rules established in the AGREEMENT, ANNEXES and APPENDICES;

- vi. shall take into account all the risks assumed by the CONCESSIONAIRE during the period between the SIGNATURE DATE OF THE AGREEMENT and the termination of the SPONSORED CONCESSION, according to the discipline provided for in the AGREEMENT;
- vii. shall consider the period of 31 (thirty-one) years of the SPONSORED CONCESSION, counted from the signature of the INITIAL TRANSFER TERM by the PARTIES;
- viii. shall consider all investments necessary for full compliance with the AGREEMENT, already provided for as a contractual obligation of the CONCESSIONAIRE, according to this REQUEST FOR BIDS, the draft AGREEMENT, the ANNEXES and the APPENDICES;
- ix. shall consider the SCHEDULE FOR PAYING IN CAPITAL STOCK of the SPE, contained in ANNEX 13;
- x. shall consider the values necessary to pay the administration fees and other charges related to the AGREEMENT, including the payment related to the CONCESSION BILLS, under the terms of APPENDICES D and E;
- xi. shall consider the deductions levied on the TARIFF REVENUE and on the AVAILABILITY PAYMENT DUE, in particular the incidence of the QUALITY AND PERFORMANCE INDEX and the INSPECTION FEE;
- xii. shall consider its own resources to be contributed to the SPC by the CONTRACTOR, in addition to the payment of the capital stock;
- xiii. shall consider the financing(s) to be contracted by the CONCESSIONAIRE, short and long-term, if applicable, considering the main characteristics of the operation(s), such as interest rates, currency, grace and amortization periods, maturities, commissions and guarantees;
- xiv. should consider the limits available for the issuance of bonds, when applicable, taking into account their main characteristics, such as the modality, amounts, grace and amortization periods, maturities, interest rates, currency and placement area, commissions and guarantees;
- xv. shall consider the payment of EFFECTIVE AVAILABILITY PAYMENT and PUBLIC CONTRIBUTION by the GRANTING AUTHORITY;

- xvi. may consider, at its own risk, the incidence of any tax benefits already instituted when the proposals are submitted, such as the Special Incentive Regime for Infrastructure Development - REIDI, governed by Law No. 11.488, of June 15, 2007, in which case, in the latter case, REIDI's evaluation must be expressed in its bids, and any failure to obtain the benefit will not lead to economic and financial rebalancing of the AGREEMENT;
- xvii. should note that the MAXIMUM AVAILABILITY PAYMENT was calculated on an annual scale and the EFFECTIVE AVAILABILITY PAYMENT will be paid on a monthly basis.

12.5. PRICE PROPOSALS must be submitted on the base date of September/2021, subject to Clause 3.2 of the AGREEMENT.

13. ENVELOPE C - QUALIFICATION CONDITIONS

- 13.1. The BIDDER must present documentation that proves its LEGAL QUALIFICATION, TAX AND LABOR COMPLIANCE, TECHNICAL QUALIFICATION and ECONOMIC-FINANCIAL QUALIFICATION, under the terms of this REQUEST FOR BIDS.
- 13.2. In the event of a CONSORTIUM, each consortium member must individually meet the requirements relating to LEGAL QUALIFICATION, TAX AND LABOR COMPLIANCE and ECONOMIC-FINANCIAL QUALIFICATION.
 - 13.2.1. The TECHNICAL QUALIFICATION requirements may be met, in the event of a CONSORTIUM, through any of the consortium members, individually or through the sum of certificates, pursuant to the item 13.16.1 of this REQUEST FOR BIDS.
- 13.3. The BIDDER will be disqualified if, on the date of delivery of the QUALIFICATION DOCUMENTS:
 - i. does not meet the conditions established in this REQUEST FOR BIDS;
 - ii. does not meet the conditions for participation provided for in the item 8 of this REQUEST FOR BIDS; or
 - iii. present a false or invalid document at the time of the PUBLIC SESSION to receive the envelopes, without prejudice to the application of applicable administrative, civil and criminal sanctions.

A. Legal qualification

13.4. The documents listed below must be submitted by the individual BIDDER or by each participant in the CONSORTIUM:

13.4.1. Consolidated organizational documents, articles of incorporation or articles of association in force, according to the last amendment filed with the Board of Trade, or in the competent registry office, as well as documents that prove the authorization to participate in the bidding, when required by the organizational documents, articles of incorporation or articles of association; if the last amendment to the Articles of Incorporation/Articles of Association does not consolidate the provisions of the Articles of Incorporation/Articles of Association in force, the previous amendments containing such provisions must also be presented;

13.1.1.1. The publication of documents proving the authorization to participate in the bidding will not be required, the presentation of a document that proves that the corporate act required for the authorization was performed being sufficient.

13.4.2. In the case of joint-stock companies and limited liability companies, proof of election/appointment of the BIDDER's managers in office, filed with the Board of Trade or competent notary, pursuant to the law;

13.4.3. Authorization Decree in case of foreign company or corporation operating in Brazil, as well as the deed of registration or authorization to operate issued by the agency of competent jurisdiction, where the activity so requires;

13.4.4. If the BIDDER is an investment fund, it must submit the following documents:

- i. proof of registration of the investment fund with the Securities and Exchange Commission, created by Federal Law No. 6.385/1976;
- ii. organizational documents with the latest amendment filed with the relevant authority;
- iii. regulation and amendments, if any, duly registered in the Registry of Securities and Documents and/or in the computerized system of the Securities and Exchange Commission, in compliance with the terms of Circular Letter No. 12/2019/CVM/SIN;
- iv. proof of registration of the administrator and, if any, of the investment fund manager, before the Securities and Exchange Commission;
- v. proof of election of the administrator's representatives;

- vi. proof that the investment fund is duly authorized by its shareholders to participate in the event, through authorization resulting from the fund's investment policy described in its regulation, and that its administrator can represent it in all acts and for all purposes of the BIDDING, assuming, on behalf of the investment fund, all obligations and rights arising therefrom; and
- vii. proof that the fund and its administrator and/or manager are not in the process of judicial or extrajudicial liquidation, judicial recovery, bankruptcy or other open competition procedure, upon presentation of the certificates issued by the Central Bank of Brazil or by the distribution notary office(s) at your headquarters, as applicable.

13.4.5. If the BIDDER is an open or closed supplementary pension entity, it must submit, in addition to the documents provided for in items 13.4.1 to 13.4.3, when relevant:

- i. the minutes that elected the current administration;
- ii. the regulation in force;
- iii. proof of express and specific authorization regarding its constitution and operation, granted by the competent supervisory body; and
- iv. declaration/certificate that the plans and benefits managed by it are not under liquidation or intervention by the regulatory entity.

13.4.6. If the BIDDER is a FINANCIAL INSTITUTION, it must submit, in addition to the documents provided for in items 13.4.1 to 13.4.3, when relevant:

- i. proof of express and specific authorization of its constitution and operation, granted by the sector's regulatory body; and
- ii. proof of approval of the election of its administrator.

13.5. Consortium companies must submit a public or private commitment to form a CONSORTIUM, subscribed by all consortium members, including at least the following information:

- i. the corporate name of the CONSORTIUM;
- ii. qualification of the consortium members;
- iii. organization and purposes of the CONSORTIUM, namely, the participation of

the consortium companies in the present BIDDING and, if successful, to be constituted as a SPECIAL PURPOSE COMPANY (SPE), under Brazilian law, in the form of corporation, with headquarters and administration in Brazil, in the State of São Paulo;

- iv. composition of the CONSORTIUM, indicating the percentage of participation of each of the consortium members;
- v. indication of the leading company of the CONSORTIUM;
- vi. commitment that the consortium members will be jointly and severally liable for all the requirements of the invitation and for the acts performed by the CONSORTIUM, within the scope of the BIDDING, until the signature of the AGREEMENT;
- vii. period of validity fixed until the date of incorporation of the SPE;
- viii. power of attorney granting the leading company express, irreversible and irrevocable powers to appear as the sole legal representative of the CONSORTIUM before CEL and ARTESP, with full powers to appoint ACCREDITED REPRESENTATIVES, receive notifications, subpoenas and summons on matters relating to the BIDDING OR AGREEMENT, as well as to agree to conditions, compromise, appeal and withdraw from the appeal, undertake to sign, on behalf of the CONSORTIUM, any papers and documents related to the object of the BIDDING, until the incorporation of the SPC.

13.5.1. In the case of a CONSORTIUM, the statements required in the REQUEST FOR BIDS may be signed by the leading company, on behalf of the CONSORTIUM, subject to the provisions of item (viii) of the previous item.

13.5.2. The power of attorney referred to in item 13.5.(viii) may be presented in an integrated manner with the commitment to constitute the CONSORTIUM or through a separate document.

13.6. The BIDDERS, as well as each participant of the CONSORTIUM, must present an organizational chart indicating their control structure, demonstrating the situations that characterize the power of control, up to the level of individuals, observing, where relevant, the RFB Normative Instruction No. 1.863, of December 27, 2018, and only in cases where, due to an applicable legal or regulatory restriction or impediment, it is not possible to present the required information.

13.7. For BIDDERS constituted in the form of an investment fund, compliance with the provisions of the item 13.6 must consider the existence of majority shareholders, or a body and its members, with the power of influence to change the fund's statute, holders of powers similar to those referred to in the Law Federal No. 6.404/1976, for the purpose of identifying the controlling shareholder.

B. Tax and labor compliance

13.8. The documents listed below must be submitted by the individual BIDDER or by each participant in the CONSORTIUM:

- i. Proof of registration in the National Register of Legal Entities of the Ministry of Economy (CNPJ/ME);
- ii. Proof of registration in the Municipal Taxpayers Registry, if any, relating to the BIDDER's domicile or headquarter, or, in the case of a CONSORTIUM, of each consortium member, relevant to its field of activity and compatible with the contractual object, or a statement signed by the BIDDER of that the activity performed does not require municipal registration, according to the model available in ANNEX 22;
- iii. Negative certificate, or positive certificate with negative effects, of debts related to Federal Tax Credits and Active Federal Debt;
- iv. Certificate of compliance of tax debt of the Tax on Services of Any Nature (ISSQN), before the Municipal Treasury, related to the BIDDER's domicile or headquarters, or, in the case of a CONSORTIUM, of each consortium member, relevant to its field of activity and compatible with the contractual purpose;
- v. Certificate of compliance before the Government Severance Indemnity Fund for Employees (FGTS); and
- vi. Proof of non-existence of defaulted debts before the Labor Court, upon presentation of a Negative or Positive Certificate with Effects of Negative Labor Debts (CNDT), pursuant to Title VII-A of the Labor Relations Code (CLT).

13.9. All certificates listed above must be within the expiration date.

13.10. In the event that there is no expiration date in the certificates presented, only those issued up to 180 (one hundred and eighty) days before the date of presentation will be accepted, unless another deadline has been specified in this REQUEST FOR BIDS.

13.11. If any certificate presented in accordance with item 13.8 of this REQUEST FOR BIDS is positive, or if it does not state the current status of the debt(s), proof of discharge and/or certificates showing the current status of the judicial actions and/or administrative procedures listed must be presented, dated no earlier than ninety (90) days prior to the final date for receipt of the envelopes.

13.11.1. The documents provided for in the item 13.11 will not, under any circumstances, replace the presentation of the certificates listed in item 13.8, and are intended to allow the investigation, by CEL, of a possible situation of tax compliance of the BIDDER, or of a member of the CONSORTIUM, despite the as indicated in the certificate, if the payment of the tax or suspension of its enforceability is proven.

13.12. Proof of request for certificates will not be accepted.

C. Economic and Financial Qualification

13.13. The documents listed below must be submitted by the individual BIDDER or by each participant in the CONSORTIUM:

- i. In the case of a Business Entity, Certificate of Bankruptcy Application, Creditors Agreement and Judicial or Extrajudicial Recovery issued by the Judicial Distributor of the Judicial District (Civil Courts) of the city where the company is headquartered, dated a maximum of 180 (one hundred and eighty) days prior the date of its delivery; and
- ii. In the case of a Civil Association, a certificate issued by the Judicial Distributor of the Civil Courts of the Judicial District where the company is headquartered, relating to the Asset Execution, dated a maximum of 180 (one hundred and eighty) days prior to the date of delivery.

13.14. If there is any lawsuit filed in the modalities referred to in items (i) and (ii) above, the BIDDER must present the updated certificate that indicates the status of the process.

13.15. If the BIDDER is undergoing judicial or extrajudicial reorganization, the acceptance of the judicial reorganization plan or the approval of the extrajudicial reorganization plan, as the case may be, must be proven.

D. Technical Qualification

13.16. For the purpose of demonstrating its TECHNICAL QUALIFICATION, the individual BIDDER or the CONSORTIUM must prove aptitude for the performance of relevant and compatible activity in characteristics, quantities and deadlines with the object of the BIDDING, through the presentation of certificate(s) of technical capacity, on behalf of the BIDDER or a professional linked to it, issued by a legal person(s) governed by public or private law, or by a regulatory and/or supervisory body, proving previous experience, over a period of minimum 12 (twelve) months, as responsible for the management/administration of an infrastructure asset, which has generated annual operating revenue of at least R\$ 113,000,000.00 (one hundred and thirteen million reais).

- 13.16.1. In order to prove what is required in the item of 13.16 this REQUEST FOR BIDS, a sum of certificates will be admitted, provided that one of the certificates demonstrates participation as responsible for the management/administration of infrastructure assets that have generated annual operating revenue of at least R\$ 56,500,000 .00 (fifty-six million, five hundred thousand reais).
- 13.16.2. In the case of a CONSORTIUM, for the purpose of TECHNICAL QUALIFICATION, the sum of the certificates of one or more members of the CONSORTIUM will be admitted, subject to item 13.16.1.
- 13.16.3. For the purposes of item , the following shall be considered responsible 13.16: (i) the person directly responsible, individually, for the management/administration of the infrastructure asset, including, in the case of an asset held by an investment fund, by its management company; (ii) the consortium member, with a minimum participation of 10% (ten percent) in the consortium responsible for the management/administration of the infrastructure asset; (iii) the shareholder of the responsible company, with a minimum shareholding of 10% (ten percent); or (iv) in any other way, participating in the management/administration of the infrastructure asset, with a position that confers decision-making powers in the management/administration of the infrastructure asset.
- 13.16.4. It will be considered infrastructure assets, for the purposes of this item 13.16, the assets that are part of the infrastructure systems: (i) communications; (ii) transport or transport logistics; (iii) energy; (iv) production, distribution or refining of fuels; (v) basic sanitation; (vi) housing; or (vii) provision of public services.
- 13.16.5. To meet the technical qualification required in the item 13.16, it will not be required that the BIDDER has participated in the administration of the infrastructure asset in its implementation phase.
- 13.16.6. Certificates of technical responsibility, when presented on behalf of a professional, will only be accepted if the qualified professional has a link with the BIDDER at the end of the date for delivery of the envelopes.
- 13.16.6.1. Proof of the link may be provided by means of an articles of association, registration in the professional card, employee file, employment contract or technical assistance contract.
- 13.16.6.2. Proof of the link may also be provided by means of a letter or contract of intent signed between the BIDDER and the qualified professional, indicating that, in case the BIDDER is the winner, it will assume the obligation to participate in the SPONSORED CONCESSION through one of the forms of link indicated in item 13.16.6.1.
- 13.16.6.3. The BIDDER's bond with the professional(s) must remain at least until the AGREEMENT is signed, observing the provisions of the

AGREEMENT regarding the replacement of the technical responsible(s) by another(s) that meet(s) the technical qualification requirement.

13.16.7. A qualified professional is not prohibited from having a relationship with more than one BIDDER.

13.17. For the purposes of proving the qualification required in the item, documents such as contracts, letters or declarations from FINANCIAL INSTITUTIONS, regulatory agencies or the granting authority, as the case may be, will be accepted as equivalent to the certificates, as well as audited financial statements of the projects carried out or another document that demonstrates the experience required. 13.16

13.18. The experience required in this REQUEST FOR BIDS may also be proven by means of certificates issued on behalf of a subsidiary, parent company, affiliated company and/or companies under common CONTROL of the BIDDER, directly or indirectly, and of a foreign parent company of a Brazilian branch, provided that the situation (of a subsidiary, parent company, affiliate and/or companies under common CONTROL, directly or indirectly, and of a foreign main company with a Brazilian branch) is duly proven and in force since the date prior to the publication of this REQUEST FOR BIDS.

13.18.1. The relationship between the BIDDER and the company holding the documents proving the experience contained in the item of 13.18 this REQUEST FOR BIDS, must be proven by means of the presentation of (i) the organizational chart of the ECONOMIC GROUP that demonstrates the corporate relationship(s) between the BIDDER and the company holding said supporting documents; and (ii) corporate documents, pursuant to applicable legislation, which support the corporate relationships indicated in that organizational chart, such as articles of association, articles of incorporation, share register books (including bookkeeping shares), share transfer register books (including bookkeeping shares) and quotaholders' or shareholders' agreements.

13.18.2. In the event of item 13.18, the BIDDER must prove that the company holding the certificate does not incur any of the restrictions on participation in the BIDDING provided for in the item 8 of this REQUEST FOR BIDS, and consultations must be carried out in the records indicated in item 14.2.(x), and the certificate must be presented negative referred to in item 13.13, items i or ii, as well as the documents provided for in item 13.8.

13.19. In the case of corporate changes and consolidation, merger or spin-offs of companies, the certificates will only be considered if accompanied by documentary and unequivocal proof of the definitive transfer of technical assets, unless the case also falls under the hypothesis of item 13.18, when it should then observe the requirements set out in that item.

13.19.1. Any other certificates that do not arise from the above mentioned corporate events will not be considered valid.

13.20. Without prejudice to the provisions of item 13.17 and item 13.24.1, documents and certificates must be issued by public or private bodies or entities contracting the object certified, on the declarant's letterhead, with identification of their legal representative and information for possible contact by CEL.

13.21. The compliance of the certificates and their information may be confirmed through due diligence. If the veracity of the information on the TECHNICAL QUALIFICATION cannot be proven, the BIDDER will be disqualified, being subject to the penalties provided for in this REQUEST FOR BIDS.

13.22. It is recommended, for the purpose of standardization, that the statements or certificates of aptitude contain, without being limited to them, the following information, or come accompanied by it:

- i. object;
- ii. characteristics of the activities and services developed;
- iii. total value of the project and percentage of participation of the BIDDER or consortium member;
- iv. start and end dates of the activities and services;
- v. start and end dates of the company's participation in the consortium, when the certificate has been issued on behalf of the consortium;
- vi. description of the activities carried out in the consortium, when the certificate has been issued on behalf of the consortium;
- vii. location of the activities and services;
- viii. corporate name of the issuer; and
- ix. name and identification of the signatory.

13.23. The certificates may refer to contracts in progress, provided that the quantities and technical characteristics of the object already carried out are compatible with the object of this BIDDING, and provided that the minimum period of execution of 12 (twelve) months established in item 13.16.

13.24. If the recommended content provided for in the item 13.16 is not in the respective certificate(s), the missing information, if necessary for CEL's judgment, may be proven by other documents, including, if applicable, a declaration by the BIDDER

itself , and it is up to CEL, if it deems it relevant and necessary for the analysis of the TECHNICAL QUALIFICATION, to take diligences to ensure that the information is correct.

13.24.1. The evidence required for TECHNICAL QUALIFICATION may be made by means of certificates issued on behalf of the BIDDER or statements by the BIDDER, in the case of own projects, which must be accompanied by the documents necessary to prove their veracity.

13.25. In the case of BIDDERS constituted in the form of an investment fund, proof of TECHNICAL QUALIFICATION held by its manager will be accepted.

13.26. The BIDDER must present, clearly and unequivocally, the relevant data of the certificates presented, and must also, for eventual complementation of the required information, attach other supporting documents, such as: copies of the contract to which the certificate refers; service orders and/or other pertinent ones.

13.26.1. Under no circumstances will the documents listed in the item 13.24 replace the certificate.

E. Declarations

13.27. The documents listed below must be presented by the BIDDER, on letterhead and signed by the respective legal representative, with the other QUALIFICATION DOCUMENTS:

- i. Statement of compliance before the Special Secretariat for Social Security and Labor of the Ministry of Economy, in compliance with the provisions of art. 7, item XXXIII, of the Federal Constitution, according to the model in ANNEX 22;
- ii. Statement that the BIDDER is not in the process of (a) bankruptcy; (b) judicial or extrajudicial settlement; (c) insolvency; (d) temporary special administration or (e) intervention, according to the model in ANNEX 22;
- iii. Statement of non-existence of fact preventing participation in the BIDDING, according to the model in ANNEX 22, attesting that:
 - a. was not declared disreputable by any federative sphere, and is not prohibited from bidding or contracting with the PUBLIC ADMINISTRATION because it is included in the National Register of Punished Companies (CNEP) and in the National Register of Disreputable and Suspended Companies (CEIS), both of the Federal Government and in the Register of Punished Companies (CEEP) of the State of São Paulo, established under the terms of article 5 of State Decree No. 60.106/2014;

- b. is not serving a penalty of temporary suspension from contracting with the Direct or Indirect Public Administration of the State of São Paulo;
 - c. it undertakes to communicate the occurrence of any supervening facts related to the object of this statement; and
 - d. is not sentenced, by a final and unappealable sentence, to the penalty of interdiction of rights due to the practice of environmental crimes, as provided for in article 10 of Federal Law No. 9.605/1998.
- iv. Statement of compliance regarding the rules related to health and safety at work, pursuant to article 117, sole paragraph, of the Constitution of the State of São Paulo, according to the model contained in ANNEX 22;
- v. Statement of awareness that record(s) in the Information Register of Unpaid Credits of State Bodies and Entities (CADIN) (State Law No. 12,799/2008), prevent contracting with the GRANTING AUTHORITY, according to the model in the ANNEX 22;
- vi. Declaration of awareness that they prevent contracting with the GRANTING AUTHORITY, record(s) of sanction(s) described: (i) in the items 8.3.1 or 8.3.2 of this REQUEST FOR BIDS, in the Electronic System for Application and Registration of Administrative Sanctions (e-Sanctions) (State Decree No. 61.751/2015); (ii) in the item 8.3.2 of this REQUEST FOR BIDS, in the National Register of Disreputable and Suspended Companies – CEIS (Federal Law No. 12.846/2013); (iii) in the item 8.3.5 of this REQUEST FOR BIDS, in the National Register of Punished Companies (CNEP) and in the Register of Punished Companies (CEEP) of the State of São Paulo; or (iv) in the item 8.3.8 of this REQUEST FOR BIDS, in the National Register of Civil Convictions for Acts of Administrative Improbability and Ineligibility – CNIA of the National Council of Justice, according to the model in ANNEX 22;
- vii. Statement, according to the model in ANNEX 22, that the BIDDER (a) is subject to all the conditions of the REQUEST FOR BIDS; (b) is fully aware of the operation and maintenance services object of the SPONSORED CONCESSION; (c) is fully aware of the ROAD SYSTEM, the conditions of the route that integrates the scope of the AGREEMENT, as well as the nature and complexity of the services and necessary investments; (d) is responsible for the veracity of all information contained in the documentation and bids presented; and (e) received all the components of this REQUEST FOR BIDS, became aware of all the information and conditions for the fulfillment of the obligations under the BIDDING, as well as considered the information received sufficient for the preparation of its bid;
- viii. Statement, according to the model contained in ANNEX 22, that only exotic wood products and by-products, or products and by-products listed in article 1 of State Decree No. 53.047/08, acquired from a legal entity duly registered in CADMADEIRA will be used in the execution of bidding services;

- ix. Statement of financial capacity, according to the model contained in ANNEX 22, through which the BIDDER must declare that it has or is able to obtain sufficient financial resources to fulfill its obligations to contribute its own resources and obtain third-party resources necessary to achieve the object of the SPONSORED CONCESSION, including the obligation to pay in the capital stock of the SPC in the amount of at least R\$ 158,074,019.00 (one hundred and fifty-eight million, seventy-four thousand and nineteen reais), base date of September/2021, until the date of signature of the AGREEMENT, in case it wins this BIDDING;
- x. Statement of commitment to contract the PERFORMANCE BOND, according to the model presented in ANNEX 22 and respecting the minimum values presented there, through which the BIDDER, in the event of winning the bidding, undertakes to contract, without clauses that allow the exclusion of liability, the guarantee mentioned as a condition for signing the AGREEMENT;
- xi. Statement that it will comply, at the time of signing the AGREEMENT, with the requirements listed in ANNEX 23, by any of the means indicated therein, according to the model in ANNEX 22; and
- xii. Certificate of completion of the optional TECHNICAL VISIT, under the terms of 5.10 the REQUEST FOR BIDS item, or, alternatively, a statement, under the terms of the item 5.11 of this REQUEST FOR BIDS, that you chose to formulate a proposal without carrying out the optional TECHNICAL VISIT, and that you are aware of the local conditions for the fulfillment of the obligations under the SPONSORED CONCESSION.

13.28. All statements contained in the previous item must be submitted individually, by each BIDDER or CONSORTIUM member, with the exception of the statements contained in item 13.27, (v) to (xii), which, in the case of participation in a CONSORTIUM, may be issued by the CONSORTIUM itself, through its leading company.

14. BIDDING PROCEDURE

14.1. This BIDDING will be processed and judged, through the reversal of the qualification and evaluation phases, by the SPECIAL BIDDING COMMITTEE regularly instituted, obeying the rules, procedures and deadlines established in this REQUEST FOR BIDS and in the act that constituted it.

14.2. On the designated day and time, the PUBLIC SESSION to open the BIDDING will begin, which will have the following order: (i) delivery of Envelopes A, B and C of the BIDDERS; (ii) if the BIDDER has contracted an ACCREDITED BROKER, delivery of the Intervention Contract between the ACCREDITED BROKER and the BIDDER and documents from the ACCREDITED BROKER; (iii) delivery of the commitment to pay B3's compensation, in accordance with the model available in ANNEX 22; (iv) delivery of the documents for accreditation of the ACCREDITED REPRESENTATIVE(S) of the BIDDERS; (v) opening of Envelopes A and B of all BIDDERS; (vi) classification of PRICE PROPOSALS; (vii) processing, if any, of the bidding phase; (viii) initials of documents contained in Envelopes A and B; (ix)

analysis of the documents contained in Envelope B of all BIDDERS; (x) consultation of the State's Electronic System for the Application and Registration of Administrative Sanctions (e-Sanctions), the National Register of Disreputable and Suspended Companies (CEIS), the National Register of Punished Companies (CNEP), the Register of Punished Companies (CEEP) of the State of São Paulo, and to the National Registry of Civil Convictions for Acts of Administrative Improbability and Ineligibility (CNIA) of the National Council of Justice; and (xi) analysis of the documents contained in Envelope A of the BIDDER that has submitted the best-ranked PRICE PROPOSAL.

14.2.1. If there is a tie between 2 (two) or more PRICE PROPOSALS, not overcome in the bidding phase, the tie will be broken by applying the criteria provided for in §2 of art. 3 of Federal Law No. 8.666/93. If the tie remains, the tie will be broken by drawing lots, in accordance with the provisions of art. 45, §2, of Federal Law No. 8.666/93, the first BIDDER selected by lot being declared the winner.

14.3. Subsequently, the SPECIAL BIDDING COMMITTEE will set a deadline for filing appeals referring to (i) the documentation contained in Envelope B of all BIDDERS; (ii) the classification of the PRICE PROPOSALS and (iii) the evaluation of the BID BOND(S), in the form of item 14.32, unless expressly manifested by the BIDDERS the lack of interest in appealing.

14.3.1. The BID BOND of the other BIDDERS will be held together with all documents contained in Envelopes A and B.

14.4. The BIDDER's BID BOND ranked second will only be analyzed in the event of disqualification or inability of the BIDDER who has submitted the best-ranked PRICE PROPOSAL, and, in case of non-compliance, this procedure will be successively repeated for the other BIDDERS, respecting the ranking order of the PRICE PROPOSALS.

14.5. No appeals have been filed or, if filed, after processing and evaluating, a PUBLIC SESSION will be designated to open Envelope C of the BIDDER that has submitted the highest rated PRICE PROPOSAL.

14.6. Once the BIDDING DOCUMENTS have been assessed, classified with the best PRICE PROPOSAL, the SPECIAL BIDDING COMMITTEE will disclose the result of the analysis, opening a period for filing appeals referring only to the documentation contained in Envelope C of the BIDDER ranked with the best PRICE PROPOSAL.

14.7. No appeals have been filed or, if filed, after processing and evaluating, the result of the BIDDING will be published.

A. Delivery of Envelopes

14.8. Envelopes A, B and C, referred to in this REQUEST FOR BIDS, containing the BID BOND, the PRICE PROPOSAL and the QUALIFICATION DOCUMENTS,

respectively, must be delivered directly and personally, by any bearer or through the ACCREDITED BROKER, to the SPECIAL BIDDING COMMITTEE, on the date, time, place and form stipulated in this REQUEST FOR BIDS and in the published notice, in the presence of at least 03 (three) members of the SPECIAL BIDDING COMMITTEE.

14.8.1. Once the PUBLIC SESSION is open, holders will have a period of 15 (fifteen) minutes to deliver the envelopes to the SPECIAL BIDDING COMMITTEE.

14.9. After the SPECIAL BIDDING COMMITTEE has declared the closing of the receipt of envelopes, observing the tolerance provided for in item 14.8.1, no other envelope will be received, with no right of claim.

B. Accreditation of representatives and accredited brokers

14.10. Upon receipt of the envelopes, the accreditation of the ACCREDITED REPRESENTATIVES of the BIDDERS to the SPECIAL BIDDING COMMITTEE, in the procedural order indicated in item 14.2, will be carried out upon presentation of an identification document and proof of their status as legal representative, which will be through the presentation of:

- i. Articles of association, duly registered with the board of trade, in the case of civil association and limited liability companies;
- ii. Articles of incorporation, duly registered with the board of trade, in the case of corporations, accompanied by: (a) the minutes of the shareholders' meeting that elected the current executive board, 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 meeting of the board of directors that elected the current executive board, duly registered with the board of trade, in the case of companies that have a board of directors, together with the minutes of the shareholders' meeting of the election of the board of directors that elected the acting board, duly registered with the board of trade;
- iii. In the case of investment funds, the documents indicated in item 13.4.4 (i) to (v);
- iv. In the case of a CONSORTIUM, representation will be by the leading company, and must accompany the articles of association, articles of incorporation or equivalent document of the consortium members and the powers of attorney granted by them to the leading company;
- v. In the case of representation by a proxy, an instrument of power of attorney that proves the granting of powers to perform all acts related to the contest, including the filing and withdrawal of an appeal, accompanied by the document(s) proving the powers of the s) the grantor(s) to: (i) perform, on behalf of the BIDDER, all acts related to the BIDDING; (ii) receive service of process and represent the BIDDER administratively and judicially; and (iii)

make agreements and waive rights. In the case of a CONSORTIUM, the power of attorney must be granted by the leading company and will be accompanied by powers of attorney from the consortium members to the leading company; and

- vi. In the case of a foreign company, power of attorney to the legal representative in Brazil, including express powers to receive service of process and respond administratively or judicially, accompanied by document(s) proving the powers of the grantor(s) to: (i) perform, on behalf of the BIDDER, all acts related to the BIDDING; (ii) receive service of process and represent the BIDDER administratively and judicially; and (iii) make agreements and waive rights.

14.10.1. Each BIDDER may have up to 2 (two) ACCREDITED REPRESENTATIVES, who are responsible for the representation, manifestation and monitoring of all acts of the PUBLIC SESSIONS that occur in the course of the bidding procedure.

14.11. Each ACCREDITED REPRESENTATIVE may only represent one BIDDER.

14.12. The accreditation will serve for the representation of BIDDERS at the PUBLIC SESSION to open the envelopes and in all other acts of this BIDDING, including the signature of the documents and statements required in this REQUEST FOR BIDS.

14.13. The BIDDER that does not meet the requirements for the accreditation of its representative will be prevented from expressing itself during the PUBLIC SESSIONS that occur in the course of the bidding procedure, without, however, any impediment to the participation of the BIDDER in the BIDDING process.

14.14. In any session and at any time, including the initial PUBLIC SESSION, BIDDERS may accredit representatives, subject to the quantitative limitation and other documents indicated above, as well as replace or revoke accreditation already carried out in another session.

14.14.1. Both the accreditation of a new representative and the replacement or revocation of representatives will be recorded in the respective minutes of the PUBLIC SESSION in which they occurred.

14.14.2. The procedure of replacement and/or accreditation of new representatives will consist of (i) manifestation, by an ACCREDITED BROKER, by an ACCREDITED REPRESENTATIVE of the BIDDER, or by a legal representative of the BIDDER, of the intention to revoke and/or replace the accreditation carried out and/or indication of new representatives; (ii) presentation of the documentation required in item 14.10 of the REQUEST FOR BIDS.

14.15. The accreditation of the BIDDER's representative does not constitute a condition for the delivery of envelopes.

14.16. If the BIDDER has hired an ACCREDITED BROKER, it must represent the BIDDER before B3.

14.17. Each ACCREDITED BROKER may only represent one BIDDER and each BIDDER may only be represented and participate in the BIDDING PROCESS through a single ACCREDITED BROKER.

14.18. All communication between, on the one hand, the GRANTING AUTHORITY or the SPECIAL BIDDING COMMITTEE, and, on the other hand, the BIDDERS, will take place via their ACCREDITED REPRESENTATIVES.

C. Verification and Classification of Price Proposals and analysis of the BID BOND of the Bidder that has submitted the best ranked Price Proposal

14.19. The PRICE PROPOSALS of all BIDDERS, other documents contained in Envelope B, as well as the BID BOND of the BIDDER that has submitted the best-ranked PRICE PROPOSAL will be verified by the SPECIAL BIDDING COMMITTEE as to the form and conditions established in this REQUEST FOR BIDS.

14.20. The documentation included in Envelopes A and B will be initialed by the members of the SPECIAL BIDDING COMMITTEE and, optionally, by the ACCREDITED REPRESENTATIVES present at the PUBLIC SESSION, after the classification of the PRICE PROPOSALS and processing, if applicable, of the bidding phase.

14.21. The BIDDER that does not meet the minimum requirements for the submission of the PRICE PROPOSAL, under the terms of this REQUEST FOR BIDS, will be disqualified.

14.22. From the list of PRICE PROPOSALS that have been classified, an ordering grid will be published, in descending order, considering the value of the highest percentage discount on the MAXIMUM AVAILABILITY PAYMENT.

14.23. The BIDDER who offers the highest percentage of discount on the MAXIMUM AVAILABILITY PAYMENT will be the winner.

14.23.1. If any BIDDER has offered a discount of 100% (one hundred percent) on the MAXIMUM AVAILABILITY PAYMENT, CEL will proceed with the BIDDING evaluating the discount offers on the MAXIMUM PUBLIC CONTRIBUTION.

14.24. In the case of item 14.23.1, an ordering grid will be published, in descending order, considering the value of the highest percentage discount on the MAXIMUM PUBLIC CONTRIBUTION.

14.25. If more than one BIDDER offers a discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, and if there are no BIDDER(S) who have made a BID in relation to the value of the MAXIMUM PUBLIC CONTRIBUTION whose discount is equal to or less than 2 pp (two points percentages) below the maximum value of the MAXIMUM PUBLIC CONTRIBUTION, the BIDDER who offers the highest percentage of discount on the MAXIMUM PUBLIC CONTRIBUTION will be the winner.

14.26. If more than one BIDDER offers a discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, and if there are BIDDER(S) who have made a BID whose discount is equal to or less than 2 pp (two percentage points) below the maximum value of the MAXIMUM PUBLIC CONTRIBUTION, the bidding phase will be processed.

14.26.1. There will be no bidding phase in relation to the PRICE PROPOSALS evaluated through the evaluation criteria of the highest percentage discount on the MAXIMUM AVAILABILITY PAYMENT.

14.27. The SESSION DIRECTOR may set a maximum time between bids.

14.28. Each bid must offer a discount higher than that offered by the BIDDER itself, also considering that:

- i. it must respect the minimum interval between bids, to be established by the SPECIAL BIDDING COMMITTEE and informed by the SESSION DIRECTOR, at the PUBLIC SESSION itself;
- ii. it must be different from other PRICE PROPOSALS or bids offered; and
- iii. it must change the classification of the BIDDER(S) in the BIDDING, intermediate bids are allowed.

14.29. If no BIDDER responds within the period indicated by the SESSION DIRECTOR for the offer of new bids, the BIDDER who has offered the best bid so far will be declared the winner of the bidding stage.

14.30. If the bidding stage is opened and no bid is offered, the BIDDER holding the PRICE PROPOSAL that presents the highest percentage discount on the MAXIMUM PUBLIC CONTRIBUTION will be declared the winner.

14.31. If the bidding phase is processed, the BIDDERS who have offered bids must ratify their bids, according to the model in ANNEX 22, which may be signed by the ACCREDITED REPRESENTATIVE or by another person with sufficient powers to do so.

14.32. The BIDDER that has submitted the best PRICE PROPOSAL, considering, if applicable, the bidding phase, will have its BID BOND analyzed.

14.32.1. If the BID BOND of the BIDDER that has submitted the best PRICE PROPOSAL does not comply with the minimum requirements established in this REQUEST FOR BIDS, the BIDDER will be disqualified.

14.32.2. In the event of disqualification described in item 14.32.1, the SPECIAL BIDDING COMMITTEE shall analyze the BID BOND of the BIDDER that offered the second PRICE PROPOSAL included in the ordering grid, and so on, until a classified BIDDER has the BID BOND in accordance with the provisions of the REQUEST FOR BIDS.

14.33. After recognizing the compliance of the BID BOND of the BIDDER that has submitted the best PRICE PROPOSAL, or of the subsequent (s) in the event provided for in item 14.32.2, the SPECIAL BIDDING COMMITTEE will grant a period of 5 (five) days useful for the presentation of an appeal regarding the classification of the PRICE PROPOSALS, the bidding phase, if any, as well as the analysis carried out of the BID BOND(S), said period being counted from the date of drawing up of the minutes of the PUBLIC SESSION or subpoena of the act, unless all BIDDERS expressly waive their right to appeal.

D. Consultation with the National Register of Punished Companies - CNEP and the National Register of Disreputable and Suspended Companies - CEIS, both of the Federal Government, the State Register of Punished Companies - CEEP of the STATE, the National Register of Civil Convictions for Acts of Administrative Misconduct and Ineligibility – CNIA, of the National Council of Justice, and to the Electronic System for the Application and Registration of Administrative Sanctions – State E-sanctions

14.34. The SPECIAL BIDDING COMMITTEE shall consult, in the procedural order indicated in item 14.2, the National Register of Punished Companies (CNEP) and the National Register of Disreputable 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 National Register of Civil Convictions for Acts of Administrative Improbability and Ineligibility (CNIA) of the National Council of Justice and the Register of Punished Companies (CEEP) of the State of São Paulo, established under the terms of article 5, of State Decree No. 60.106/2014, with regard to all BIDDERS, being prohibited the participation of companies punished with the penalty of unsuitability to bid or contract with the PUBLIC ADMINISTRATION, arising from article 87, item IV, and article 88, of Federal Law No. 8.666/1993, as well as other sanctions that make it impossible to contract with the PUBLIC ADMINISTRATION.

14.35. Subsequently, CEL must also consult the website <http://www.esancoes.sp.gov.br>, with regard to all BIDDERS, and the participation of companies punished with the penalties of temporary suspension of participation in bidding and impediment to contract with the Direct or Indirect Public Administration of the State of São Paulo or of unsuitability to bid or contract with the PUBLIC ADMINISTRATION, arising from articles 87, items III and IV, respectively, and article 88, all of Federal Law No. 8.666/1993, as well as with the penalty of impediment from bidding and contracting with

the State of São Paulo, provided for in article 7, of Federal Law No. 10.520/2002 and in article 47, of Federal Law No. 12.462/2011.

E. Verification of Legal, Tax, Labor, Economic-Financial and Technical Qualification Documents

- 14.36. After the classification of the PRICE PROPOSALS and eventual processing of the bidding phase, as well as the analysis of the BID BOND(S), including a decision on possible appeals, the QUALIFICATION DOCUMENTS of the BIDDER that has submitted the BEST PRICE PROPOSAL.
- 14.37. The SPECIAL BIDDING COMMITTEE, in PUBLIC SESSION, will open the Envelope C of the BIDDER that has submitted the best PRICE PROPOSAL, preserving the Envelope C of the other BIDDERS intact.
- 14.38. The Envelope C documentation will be initialed by the members of the SPECIAL BIDDING COMMITTEE and, optionally, by the ACCREDITED REPRESENTATIVES of the BIDDERS present at the PUBLIC SESSION, and then analyzed by the SPECIAL BIDDING COMMITTEE.
- 14.39. The qualification of BIDDERS will comply with the objective criteria established in this REQUEST FOR BIDS, being considered disqualified BIDDERS who present the QUALIFICATION DOCUMENTS in violation of the provisions of this REQUEST FOR BIDS and current legislation.
- 14.40. After the analysis of the content of Envelope C of the BIDDER that presents the best PRICE PROPOSAL, considering the bidding, if applicable, the CEL will give the BIDDERS the deadline of 5 (five) working days to present an appeal regarding the content of Envelope C, being the referred deadline counted from the date of the PUBLIC SESSION minutes' writing or from the subpoena of the act, except if all BIDDERS expressly waive the right to appeal.
- 14.41. Once the analysis of the QUALIFICATION DOCUMENTS of the BIDDER that has submitted the best PRICE PROPOSAL has been concluded, and no appeals have been filed or, if filed, after its processing and evaluating, and if the PRICE PROPOSAL classified as the winner has met all the CONDITIONS OF QUALIFICATIONS established in this REQUEST FOR BIDS and in the current legislation, it will be declared as the winner of the contest, publishing the result of the BIDDING.
- 14.42. If the BIDDER that has submitted the best PRICE PROPOSAL does not fully and satisfactorily meet all the QUALIFICATION CONDITIONS of this REQUEST FOR BIDS, after the appeal period referred to in item 17.1, the BID BOND and the Envelope C of the BIDDER that has its PRICE PROPOSAL ranked second will be analyzed and, in case of non-compliance, this procedure will be successively repeated for the other BIDDERS, respecting the ranking order of the PRICE PROPOSALS.

- 14.43. The disqualification of any consortium member will lead to the disqualification of the CONSORTIUM.

F. Publication of the BIDDING result

- 14.44. The result of the BIDDING will be published in the DOE/SP and published on the ARTESP website, at www.artesp.sp.gov.br.

15. APPROVAL AND AWARD

- 15.1. Once the result of the competition has been published and the legal appeal period has elapsed, the SPECIAL BIDDING COMMITTEE will submit the bidding process to the ARTESP DIRECTORS' COMMITTEE, for its approval and award of its object.

- 15.1.1. The act of approval of the BIDDING, of award of the object and the call notice of the CONTRACTOR to fulfill the pre-contractual requirements will be published in the DOE/SP.

16. CONTRACTING

- 16.1. The AGREEMENT resulting from this BIDDING will be entered into between the GRANTING AUTHORITY and the SPECIAL PURPOSE COMPANY constituted by the CONTRACTOR, with the intervention of ARTESP, CPP and DER.
- 16.2. The CONTRACTOR will be summoned, through publication in the DOE/SP, to adopt the necessary measures to sign the AGREEMENT, within 30 (thirty) days, extendable at ARTESP's discretion.
- 16.3. In compliance with the provisions of Normative Instruction No. 01/2020 and Resolution No. 07/2020, of the Audit Court of the State of São Paulo (TCE-SP), the SPECIAL PURPOSE COMPANY shall sign, together with the contractual instrument, the Notice and Acknowledgment Agreement, according to ANNEX 22 of this REQUEST FOR BIDS.
- 16.4. Pursuant to article 6, of State Law No. 12.799/2008, the signature of the contractual instrument is linked to the inexistence of registration with the STATE CADIN on behalf of the SPC, the CONTRACTOR, or, in the case of a CONSORTIUM, of any of its members, being the condition considered fulfilled if the debtor proves that the respective registrations are suspended, pursuant to article 8, §§ 1 and 2, of State Law No. 12.799/2008.
- 16.5. Prior to the execution of the AGREEMENT, within the indicated periods, the CONTRACTOR shall:

- i. In up to 7 (seven) previous business days, to have constituted the SPC, observing the provisions of item18, presenting the respective instrument of incorporation with the corresponding certificate from the Board of Trade of the State of São Paulo (JUCESP) and registration in the National Register of Legal Entities (CNPJ/ME);
- ii. Have paid the capital stock of the SPC in national currency the minimum amount of R\$158,074,019.00 (one hundred and fifty-eight million, seventy-four thousand and nineteen reais);
- iii. In up to 7 (seven) previous business days, contract the DEPOSITORY BANK for the purpose of managing the RESERVE ACCOUNT, observing the provisions of item0;
- iv. In up to 07 (seven) previous business days, prove that you have provided the PERFORMANCE BOND, in the terms, form and values required in the AGREEMENT, and in accordance with the statements presented during the BIDDING process;
- v. In up to 07 (seven) previous business days, submit ORIGINAL INVESTMENT PLAN, in accordance with the guidelines presented in the AGREEMENT and, especially, in its ANNEXES 05, 06, 07, 12 and 21, with details of the works and investments presented there, and which must contain a PHYSICAL-EXECUTIVE SCHEDULE and a PHYSICAL-FINANCIAL SCHEDULE, including the indication of the expected percentages of physical progress of each investment on a semi-annual basis, regardless of the value allocated for each year of work;
- vi. In up to 07 (seven) business days prior, submit an INSURANCE PLAN that is compatible with the ORIGINAL INVESTMENT PLAN presented under the terms of the AGREEMENT draft and ANNEXES comprising the presentation of the coverage and respective insured amounts to be contracted, and the effective contracting must observe the deadlines presented;
- vii. In up to 07 (seven) previous business days, submit a letter from an insurance institution, reinsurance company, insurance broker or guarantors that advise the BIDDER in setting up the INSURANCE PLAN, declaring that it has carried out the analysis and certifies the adequacy of these plans;
- viii. In up to 07 (seven) previous business days, submit the insurance policies that are necessary to cover risks related to the first year of the SPONSORED CONCESSION, according to the schedule presented in the INSURANCE PLAN;
- ix. In up to 07 (seven) previous business days, the link referred to in the item 13.16.6 must be proven to ARTESP, if the TECHNICAL QUALIFICATION of the CONTRACTOR is demonstrated in the form of the item13.16.6.2;

- x. Within up to 07 (seven) business days prior, the technical experience in the activities required in items 1.4 and 1.5 of ANNEX 23 must be proven to ARTESP, by the CONTRACTOR or by a third party to be contracting prior to signing the contract, as the case may be, subject to the provisions of ANNEX 23, through the presentation of an original copy of the signed service provision contract, or a certified copy, and the corresponding certificate of technical experience, or supporting documentation, under the terms authorized in said ANNEX;
 - xi. In up to 07 (seven) previous business days, prove that you have made the payment due to B3, as provided for in ANNEX 25, in the amount of R\$ 274,958.82 (two hundred and seventy-four thousand, nine hundred and fifty-eight reais and eighty and two cents), on the base date of December/2020, to be updated annually by the IPC/FIPE;
 - xii. In up to 07 (seven) previous business days, prove that you have made the payment due to the *International Finance Corporation* - IFC, in the amount of U\$ 69,394.39 (sixty-nine thousand, three hundred and ninety-four US dollars and thirty-nine cents); and
 - xiii. Indicate the agent who will represent it during the SPONSORED CONCESSION period.
- 16.6. In up to 03 (three) business days prior to the execution of the AGREEMENT, the GRANTING AUTHORITY shall deposit the full amount of the PUBLIC CONTRIBUTION in the RESERVE ACCOUNT.
- 16.7. Failure to comply with the call, by the CONTRACTOR, to sign the AGREEMENT, or its refusal to sign it within the stipulated period, will subject the violator to the penalties established in item 19.2, without prejudice to other legal consequences.
- 16.8. Exceeding the term of validity of the PRICE PROPOSAL or the term of validity of the BID BOND does not prevent the execution of the AGREEMENT, in case the CONTRACTOR remains interested in doing so.
- 16.9. ARTESP, in the face of the CONTRACTOR's failure to appear within the stipulated period, its impediment or its refusal to sign the AGREEMENT, may call the remaining BIDDERS, in the order of classification, verifying the fulfillment of qualification requirements, to sign the AGREEMENT, within the same period and under the same conditions as the winning bid, considering, if applicable, the bidding phase, and may also revoke the BIDDING.
- 16.10. After signing the AGREEMENT, the CONCESSIONAIRE undertakes to maintain, throughout its execution, the QUALIFICATION CONDITIONS required in this

BIDDING, which are necessary for the assumption and continuity of the provision of the service, under the terms of article 27 of the Federal Law No. 8.987/1995.

- 16.10.1. At the expense and risk of the CONTRACTOR, even before signing the CONTRACT, ARTESP may authorize access to the ROAD SYSTEM, as well as related information, for the beginning of the preparation of its planning.

17. ADMINISTRATIVE APPEALS

- 17.1. Any administrative appeals must be filed by means of a reasoned petition, addressed to the SPECIAL BIDDING COMMITTEE, within 5 (five) business days from the publication of the respective decision, observing the rite and other conditions established in the applicable legislation, and the rules of the REQUEST FOR BIDS.
- 17.2. The resources must be timely filed at the address of ARTESP's headquarters, at Rua Iguatemi, 105 – São Paulo/SP, on working days, from 8:30 am to 12:30 pm and from 1:30 pm to 5:30 pm.
- 17.3. CEL, pursuant to article 109, §3, of Federal Law No. 8.666/1993, will inform the other BIDDERS of the appeal, which may challenge it within 5 (five) business days, counted from the communication of the SPECIAL BIDDING COMMITTEE.
- 17.4. The acceptance of the administrative appeal, or the ex officio reconsideration of the act by the SPECIAL BIDDING COMMITTEE, which results in a harmful situation for any of the BIDDERS, will reopen the appeal phase only with regard to the new question raised.
- 17.5. The SPECIAL BIDDING COMMITTEE will only receive administrative appeals that have been filed with due grounds and in compliance with the requirements set forth in this item.

18. THE ORGANIZATION OF THE SPECIAL PURPOSE COMPANY

- 18.1. The CONTRACTOR shall incorporate a SPC, in accordance with the rules established in this REQUEST FOR BIDS and in the AGREEMENT.
- 18.2. The drafts relating to the incorporation of the SPECIAL PURPOSE COMPANY to be presented by the BIDDER to ARTESP prior to registration with the Board of Trade, shall observe, at least, the following:
- i. Articles of incorporation draft, observing the requirements of Clause 29 of the AGREEMENT;

- ii. Composition of management bodies;
- iii. Organizational structure of the CONCESSIONAIRE up to the first hierarchical level below the board, including the role of ombudsman and the role of user service;
- iv. Composition of the capital stock, identifying the participation of each consortium company for the BIDDING.

18.3. The CONCESSIONAIRE will be a SPECIAL PURPOSE COMPANY, to be constituted by the CONTRACTOR within the period established in this REQUEST FOR BIDS, in the form of a joint-stock company, constituted in accordance with Brazilian law, with the exclusive purpose of providing the services and executing the investments object of the SPONSORED CONCESSION.

18.3.1. The SPC will be responsible for performing all contractual obligations assigned to it in the SPONSORED CONCESSION, and may subcontract third parties, under its responsibility.

18.3.2. The SPC must have its headquarters and jurisdiction in the State of São Paulo.

18.3.3. If the CONTRACTOR is an individual BIDDER, prior to the execution of the AGREEMENT, in order to comply with the provisions of item 18.3, it must create a wholly owned subsidiary to appear as a CONCESSIONAIRE, maintaining the pre-existing shareholding control to the incorporation of the company, and observing the obligation to establish the SPC in the form of a corporation.

18.3.4. The CONTRACTOR may also set up a SPECIAL PURPOSE COMPANY, which will be its wholly-owned subsidiary, with the purpose of being the sole parent company of the SPC to be contracted.

18.3.5. The SPC shall adopt corporate governance standards and adopt standardized accounting and financial statements, in accordance with accounting practices adopted in Brazil, based on Federal Law No. 6.404/1976, on the rules issued by the Federal Accounting Council (CFC) and on the Interpretations, Guidelines and Pronouncements of the Accounting Pronouncements Committee (CPC), in particular, of the Technical Interpretation ICPC 01 - concession contracts (correlation to the International Accounting Standard - IFRIC 12).

18.4. If the CONTRACTOR is a CONSORTIUM, the participation of each consortium member in the capital stock of the SPC must, at the time of execution of the AGREEMENT, be identical to their respective participation in the CONSORTIUM.

- 18.5. The institution of intermediary companies between the consortium members and the SPC will be allowed, provided that they are composed exclusively by the consortium members, and that the indirect interest of each consortium member in the SPE's capital stock reflects the percentage of their participation in the CONSORTIUM during the BIDDING.
- 18.6. The participation of non-national capital in the SPC will comply with the Brazilian legislation in force.

19. PENALTIES

- 19.1. The BIDDER that causes the bidding to be delayed, does not maintain the PRICE PROPOSAL, or makes a false statement, may be penalized with the sanctions provided for in items III and IV, of article 87, of the Federal Law No. 8,666/93, guaranteeing the prior right of summons and full defense, without prejudice to the execution of the BID BOND.
- 19.2. Failure or refusal of the CONTRACTOR to comply with ARTESP's call to sign the AGREEMENT, without justification accepted by ARTESP, within the time period established, will result in temporary suspension of the right to participate in bidding and impediment to contract with the PUBLIC ADMINISTRATION to the individual company CONTRACTOR or, in the case of a CONSORTIUM, all member companies, for a period of 24 (twenty-four) months, in addition to the imposition of a fine in the amount provided for in item 11.1, the BID BOND may be executed for this purpose.
- 19.3. The practice of the other acts provided for in the item 11.12 will also result in the imposition of a fine in the same amount fixed in item 19.2, and the BID BOND may be executed to ensure receipt of the penalty amount.
- 19.4. The BIDDER that has committed unlawful acts aimed at frustrating the purposes of the bidding or demonstrating that it is unsuitable to contract with the PUBLIC ADMINISTRATION due to unlawful acts committed, will be subject to the application of the sanctions provided for in article 87, items III and IV, of the Law No. 8.666/1993, supported by article 88 of Law No. 8.666/1993, guaranteeing the prior right to the adversary system and full defense.

20. FINAL PROVISIONS

- 20.1. The disciplinary rules of this BIDDING will be interpreted in favor of the extension of the dispute, respecting the equality of opportunity among the BIDDERS, provided they do not compromise the public interest, purpose and security of contract.
- 20.2. All documentation provided by the GRANTING AUTHORITY and ARTESP to BIDDERS may only be used by them to present their PRICE PROPOSALS, and their reproduction, disclosure and use, in whole or in part, for any purposes other than those expressed in this BIDDING are prohibited, under penalty of being liable for the misuse of these documents.

20.3. The GRANTING AUTHORITY and ARTESP may at any time revoke, postpone or even cancel this BIDDING PROCESS under the terms of Federal Law No. 8.666/93, without any right to indemnification or reimbursement of expenses in any way.

20.3.1. The nullity of the BIDDING implies the nullity of the AGREEMENT, if it has already been signed, and the CONCESSIONAIRE's eventual right to indemnification is regulated under the terms of the AGREEMENT.

20.4. In the interest of the GRANTING AUTHORITY, without the participants having any claim or compensation, it may be:

20.4.1. the PUBLIC SESSION for the receipt of Envelopes A, B and C, as well as the opening of envelopes, was postponed; and/or

20.4.2. the REQUEST FOR BIDS was amended, with a new deadline being set, under the terms of the specific legislation, for carrying out the BIDDING; and/or

20.4.3. the PUBLIC SESSION suspended, if the SPECIAL BIDDING COMMITTEE deems it pertinent so that a more detailed and careful evaluation of all documents received can be carried out, publishing the result of the analysis in the DOE/SP and on the ARTESP website (www.artesp.sp.gov.br), and, if applicable, a new PUBLIC SESSION to continue the event.

20.5. At any time, CEL may, according to the BIDDING stage, disqualify or disable the BIDDER, without the latter being entitled to indemnification or reimbursement of expenses in any way, in the event that it becomes aware of a fact or circumstance that discredit its suitability, by means of an ineligibility statement, or when the supervening loss of any of the conditions of participation in the BIDDING or any QUALIFICATION CONDITION is demonstrated.

20.6. The BIDDERS undertake to communicate to ARTESP, at any time, any supervening fact or circumstance that prevents the QUALIFICATION CONDITIONS or classification, or that represents a violation of the participation conditions provided for in the REQUEST FOR BIDS, immediately after its occurrence.

20.7. 8. To resolve any issues arising from the bidding, unresolved at the administrative level, the jurisdiction of the Judicial District of São Paulo state capital will be the competent venue.

São Paulo, January 27, 2022

Regulatory Agency for Public Services Delegates of Transportation of the State of São Paulo - ARTESP.