

**INTERNATIONAL TENDER NO. 01/2025**

**SPONSORED CONCESSION OF PUBLIC SERVICES FOR CONSTRUCTION, OPERATION,  
MAINTENANCE AND INVESTMENTS NECESSARY FOR THE EXPLORATION OF THE SANTOS-  
GUARUJÁ IMMERSSED TUNNEL INTERCONNECTION SYSTEM**

**TENDER NOTICE**

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## INTRODUCTION

The STATE, as GRANTING AUTHORITY, through the Steering Committee for Investment Partnerships of the State of São Paulo, a department of the Direct Public Administration, in the exercise of the powers conferred upon it by Decree No. 67,435, on January 1, 2023, and by Decree No. 67,759, on June 20, 2023, makes public through this International Tender Notice No. 01/2025, the criteria and conditions for selection and contracting of a sponsored concession of public services and execution of the necessary investments for the construction, maintenance and operation of a new INTERCONNECTION SYSTEM between the municipalities of Santos and Guarujá consisting of the IMMERSSED TUNNEL, URBAN ACCESSES, ACCESS BUILDINGS and other facilities intended for operation, under the terms of the AGREEMENT and EXHIBITS.

The TENDER is open to national or foreign tenderers, individually or in a consortium, and the judgment criterion will be the greatest discount on the MAXIMUM PUBLIC CONSIDERATION and, subsidiarily, the greatest discount on the MAXIMUM PUBLIC CONTRIBUTION, in accordance with the rules established in this NOTICE, the AGREEMENT and the EXHIBITS. The CONCESSION TERM shall be of 30 (thirty) years, starting from the signing of the INITIAL TRANSFER TERM, as provided for in the AGREEMENT.

The TENDER will begin through the PUBLIC SESSION FOR DELIVERY OF ENVELOPES on July 28, 2025, at 10 am, at B3, located at Rua XV de Novembro, nº 275, Centro, São Paulo/SP and will be governed by this TENDER NOTICE and processed and judged by the regularly instituted TENDER COMMITTEE, in compliance with the rules, procedures and deadlines established in this NOTICE and in the act that constituted it.

The envelopes containing the necessary documentation to participate in the TENDER shall be delivered by the interested parties in a PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, according to the rules of this TENDER NOTICE.

The PUBLIC OPENING SESSION OF PROPOSALS will take place on August 1, 2025, starting at 4 pm, at B3, located at Rua XV de Novembro, nº 275, Centro, São Paulo/SP.

The TENDER NOTICE, the AGREEMENT and its EXHIBITS, as well as other technical information necessary for the formulation of the PRICE PROPOSAL and other documents related to the contest, will be available free of charge, from February 27, 2025 until the date of the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, via the Internet, located on the website <https://www.parceriaseminvestimentos.sp.gov.br/projeto-qualificado/tunel-submerso-santos-guaruja/> and in the CONCESSION DATA ROOM.

The documents may also be provided to interested parties who show up at Rua Iaiá, nº 126, 12th floor, Itaim Bibi, São Paulo/SP, Administrative Support Center, from Monday to Friday, from 9:00 am to 12:00 pm and from 2:00 pm to 5:00 pm, during the same period indicated, upon presentation of recordable media or equivalent device, necessary for copying the file, with sufficient capacity so that all files can be digitally copied.

THE GRANTING AUTHORITY is not responsible for the text or content of the NOTICE, AGREEMENT, EXHIBITS or documents obtained or known in a manner and place other than those indicated above.

## A - AUTHORIZATION FOR PROCUREMENT

The Steering Committee of the Public-Private Partnership Program of the State of São Paulo – CGPPP, created by State Law No. 11,688, on 05/19/2004, authorized the modeling of the CONCESSION at the 273rd Ordinary Meeting, held on 02/28/2023, approving its qualification in the State Public-Private Partnership Program – PPP and, consequently, in the Investment Partnership Program – PPI-SP, created by State Decree No. 67,443, on 01/11/2023.

The preliminary modeling of the CONCESSION was presented by SPI in a technical note containing the analysis of its main aspects to the Finance and Planning Secretary, the Environment, Infrastructure and

Logistics Secretary and the Companhia Paulista de Parcerias – CPP and, after the manifestation and expiration of the term, SPI was authorized to publish a PUBLIC HEARING and PUBLIC CONSULTATION, as provided for in State Decree No. 67,759, on 06/20/2023.

In the meantime, a Technical Cooperation Agreement was signed between the Ministry of Ports and Airports, the State of São Paulo and the Autoridade Portuária de Santos S.A. with the objective of outlining the actions adopted by the parties to contribute to the studies carried out by the State of São Paulo and the promotion of the object of the AGREEMENT.

A Delegation of Powers Agreement was also signed between the Federal Government and the State of São Paulo aiming to enable the State of São Paulo to act in relation to the CONCESSION, as well as to regulate the transfer of federal resources destined for the CONCESSION, in order to contribute to the payment of the PUBLIC CONTRIBUTION.

After reviewing all contributions received during the PUBLIC HEARING and PUBLIC CONSULTATION, the necessary adjustments were made and those deemed pertinent were included in the final documents. Once the final modeling was completed, the SPI presented a technical note containing an analysis of its main aspects to the Finance and Planning Secretary, the Environment, Infrastructure and Logistics Secretary and the CPP, under the terms required by State Decree No. 67,759, on June 20, 2023.

The CONCESSION that is the subject of this NOTICE was finally and definitively approved by the PPI-SP Committee on February 10, 2025, within the scope of its 15th Meeting of the Investment Partnership Program of the State of São Paulo (PPI-SP), referring to the 51st Ordinary Joint Meeting of the Steering Committee of the Public-Private Partnership/CGPPP and the Steering Committee of the State Privatization Program/CDPED.

By means of State Decree No. 69,371, on November 21, 2025, the CONCESSION proposal was authorized, with the CONCESSION Regulation and the minimum parameters for the bid and for the delegation of public services that are the subject of this NOTICE.

## **B – ADVANCE NOTICE**

The opening notice of this INTERNATIONAL TENDER was published in the Official Gazette of the State of São Paulo – DOE/SP in the edition of February 27, 2025, and in the newspapers of national wide circulation as Folha de São Paulo and Estado de São Paulo. All the contents of the TENDER NOTICE, were also translated into English and made available for unrestricted public access at <https://www.parceriaseminvestimentos.sp.gov.br/>.

## **C - PUBLIC HEARING**

The REGULATORY AUTHORITY held a PUBLIC HEARING on April 17, 18 and 19, 2024, in the Municipality of Santos, Guarujá and at the Port Authority of Santos, respectively, in compliance with the terms of article 21 of Federal Law No. 14,133/2021, as well as article 29 of State Law No. 10,177/1998, to present the project to the population and interested parties, with access to all pertinent information and clarifications, guaranteeing the right to express oneself, in accordance with the Hearing Regulations, duly published by the REGULATORY AUTHORITY.

The PUBLIC HEARINGS were published in the DOE/SP, edition of March 14, 2024, as well as electronically, on the website of the REGULATORY AUTHORITY: [www.artesp.sp.gov.br](http://www.artesp.sp.gov.br) and the National Waterway Transportation Agency (ANTAQ): [www.gov.br/antag](http://www.gov.br/antag).

The audio and video recording of the PUBLIC HEARING is available on the REGULATORY AUTHORITY's YouTube channel.

## **D - PUBLIC CONSULTATION**

The drafts of the NOTICE, AGREEMENT, EXHIBITS and APPENDICES were submitted to PUBLIC CONSULTATION and were available for access from March 14, 2024 to May 3, 2024 on the REGULATORY AUTHORITY's website and at <https://www.parcerias.sp.gov.br/>.

The PUBLIC CONSULTATION notice was published in the DOE/SP, edition of March 14, 2024, on the REGULATORY AUTHORITY's website, and in the Folha de São Paulo newspaper, in the edition of March 14, 2024.

During the PUBLIC CONSULTATION period, contributions, questions and suggestions pertinent to the drafts made available were received, and the interaction with society, through this channel, was used to improve the final documents. All contributions were reviewed, and the pertinent ones were incorporated into the published NOTICE, AGREEMENT, EXHIBITS and APPENDICE

## E - APPLICABLE LEGISLATION

This TENDER is governed by the rules contained in this TENDER NOTICE, in the AGREEMENT, in the EXHIBITS, and APPENDICES, as well as by Federal Laws No. 11,079/2004, No. 8,987/1995, No. 14,133/2021, and State Laws no. 11,688/2004, no. 7,835/1992, Federal Decree No. 8,033/2013 and No. 10,177/1998, State Complementary Law No. 1,413/2024 and other regulations governing the matter.

## F - EXHIBITS

The following documents are EXHIBITS:

<b>Exhibit 1</b>	Concession Regulation
<b>Exhibit 2</b>	Interconnection System
<b>Exhibit 3</b>	Performance Indicators
<b>Exhibit 4</b>	Toll Structure and Free Automatic System
<b>Exhibit 5</b>	Services Corresponding to Operational Functions
<b>Exhibit 6</b>	Services Corresponding to Conservation Functions
<b>Exhibit 7</b>	Services Corresponding to Implementation Works
<b>Exhibit 8</b>	Guidelines for the Tripartite Agreement
<b>Exhibit 9</b>	Transfer Instruments Signed
<b>Exhibit 10</b>	Return Conditions
<b>Exhibit 11</b>	Penalties
<b>Exhibit 12</b>	Reference Project of the Interconnection System
<b>Exhibit 13</b>	Schedule for Payment of Capital Stock of the SPE
<b>Exhibit 14</b>	Investment Plans <i>(Original Investment Plan to be delivered by the Concessionaire as a condition for signing the Agreement and other plans, as they are issued or submitted, duly approved.)</i>
<b>Exhibit 15</b>	Regulation of the Transition of the Interconnection System
<b>Exhibit 16</b>	The technical conditions compatible with the Initial Investments and necessary to execute the Agreement
<b>Exhibit 17</b>	Glossary
<b>Exhibit 18</b>	Document Templates

<b>Exhibit 19</b>	B3 Procedures Manual
<b>Exhibit 20</b>	Discipline for calculating the Public Consideration due and Demand Protection Mechanism
<b>Exhibit 21</b>	Technical and Economic Feasibility Study (EVTE)
<b>Exhibit 22</b>	Contribution Disbursement Flow
<b>Exhibit 23</b>	Dispute Resolution
<b>Exhibit 24</b>	Rules for Involuntary Relocations
<b>Exhibit 25</b>	Delegation Agreement Competencies between the Federal Government and the State of São Paulo

## G – APPENDICES

APPENDICES are the following documents which, for all purposes of this TENDER, will have the same treatment as the EXHIBITS:

<b>A</b>	Performance Indicators Forms
<b>B</b>	Account Management Contract
<b>C</b>	Digital Systems
<b>D</b>	Service Levels
<b>E</b>	Procedure for Submitting, Reviewing, and Approving Projects, Starting and Receiving Works
<b>F</b>	Baseline Geological Conditions Report

## H – DEFINITIONS

For the purposes of this NOTICE, the AGREEMENT, the EXHIBITS and the APPENDICES, unless expressly provided otherwise, the terms, phrases and expressions written in capital letters or with an initial capital letter shall be understood and interpreted in accordance with the meanings provided for in EXHIBIT 17, and may be used in both the plural and singular, without any change in meaning.

## CHAPTER I - GENERAL PROVISIONS

### 1. PURPOSE

1.1. The purpose of this TENDER is the selection of the most advantageous proposal for the CONCESSION of the provision of public services for the construction, operation, conservation, maintenance, and execution of the necessary investments for the operation of the INTERCONNECTION SYSTEM, consisting of the segments described in EXHIBIT 2, including the IMMERSSED TUNNEL, including:

- i. the preparation of the necessary projects, obtaining approvals and ENVIRONMENTAL LICENSES, as well as carrying out the works and investments for the construction and enabling of the exploitation of the INTERCONNECTION SYSTEM, all in accordance with the terms of the AGREEMENT, EXHIBITS and APPENDICES, which shall be detailed in the ORIGINAL INVESTMENT PLAN, which shall be prepared by the WINNING TENDERER based on the rules established in the AGREEMENT and, especially, in EXHIBITS 6, 7 and 21;
- ii. the execution and management of the DELEGATED SERVICES, to be provided mandatorily and uninterruptedly by the CONCESSIONAIRE, or by third parties contracted by it, throughout the CONCESSION TERM, relating to the functions of

construction, operation, conservation, expansion, exploitation and maintenance, described in the AGREEMENT, EXHIBITS and APPENDICES;

- iii. support in the execution of NON-DELEGATED SERVICES, which are the exclusive responsibility of the GRANTING AUTHORITY, and which are not included in the object of the CONCESSION, under the terms of the AGREEMENT and this NOTICE;
  - iv. the management of COMPLEMENTARY SERVICES, considered convenient but not essential, to maintain the ADEQUATE SERVICE throughout the concession section, to be provided directly by the CONCESSIONAIRE or by third parties contracted by it;
  - v. obtaining, application and management of all financial resources necessary to execute the object of the CONCESSION;
  - vi. the supply of assets necessary to provide the services that are the object of the CONCESSION; and
  - vii. the preventive and corrective maintenance of the CONCESSION ASSETS, in order to keep them in full operation and capable of complying with the provisions of the AGREEMENT.
- 1.2. The specification of the above purpose is detailed in the AGREEMENT, the EXHIBITS, and the APPENDICES.

## **2. VALIDITY AND TERM OF DURATION**

- 2.1. The CONCESSION TERM is 30 (thirty) years from the execution of the INITIAL TRANSFER INSTRUMENT, as established in the AGREEMENT.

## **3. ESTIMATED VALUE OF THE AGREEMENT**

- 3.1. The ESTIMATED VALUE OF THE AGREEMENT is BRL 5,778,914,910.45 (five billion, seven hundred and seventy-eight million, nine hundred and fourteen thousand, nine hundred and ten reais and forty-five centavos), on the base date of October/2024, corresponding to the estimated value of the sum of the investments to be borne by the CONCESSIONAIRE.
- 3.2. The ESTIMATED VALUE OF THE AGREEMENT is merely referential in nature, and cannot be invoked by the TENDERER for any purpose, nor taken, by any of the PARTIES or by REGULATORY AUTHORITY, after the EXECUTION DATE OF THE AGREEMENT, as a basis for the performance of restoration of the economic and financial balance of the AGREEMENT or for any other purpose that implies use of the ESTIMATED VALUE OF THE AGREEMENT as a parameter for indemnities, reimbursements, and the like.

## **4. CLARIFICATIONS AND OBJECTION TO THE NOTICE**

- 4.1. The interested parties may forward, by July 09, 2025, a request for clarifications and information about the TENDER, also observing that:
- i. requests for clarifications should be submitted to the TENDER COMMITTEE, written in the Portuguese language of Brazil, with the questions arranged according to the EXHIBIT 18, with the identification of the interested party's data, including their email address, and shall inform the item(s) of the NOTICE, AGREEMENT, EXHIBITS or APPENDICES to which the question refers, containing the file in Excel and/or Word and PDF formats, and may be (i) sent to the email address [tunelimerso@sp.gov.br](mailto:tunelimerso@sp.gov.br), with the title "Santos-Guarujá Immersed Tunnel| Requests for Clarifications", observing the deadline provided for in item 4.3.1, or (ii) filed with the SPI, at Rua Iaíá, no. 126, 12th floor, Itaim Bibi – São Paulo – SP, accompanied by digital media containing the files;



- ii. the answers to the questions will be transmitted by electronic message, until July 18, 2025, limited to the last business day prior to the date of the PUBLIC SESSION FOR DELIVERY OF THE ENVELOPES, and will be disclosed to all interested parties on the website <https://www.parceriaseminvestimentos.sp.gov.br/>, without identifying the person responsible for the request for clarification;
  - iii. clarifications, addenda, or communications will become an integral part of this NOTICE, provided that the requirement set forth in item 4.1.2 is observed, binding the GRANTING AUTHORITY, the REGULATORY AUTHORITY, the TENDERERS and the CONCESSIONAIRE, for all purposes;
  - iv. if there are no requests for clarification, it will be assumed that the information and elements provided in this NOTICE, AGREEMENT, EXHIBITS, and APPENDICES are sufficient to allow preparation of the PRICE PROPOSAL and the presentation of the QUALIFICATION DOCUMENTS, and, consequently, for participation in the TENDER, for which reason no further questions will be allowed.
- 4.1.1. At the discretion of the TENDER COMMITTEE, periodic responses may be published, following the same formalities described in the item 4.1, for requests for clarifications that are submitted by interested parties throughout the period that elapses from the publication of this NOTICE to the date specified in the aforementioned item 4.1, subsection ii.
- 4.1.2. For the purposes of this TENDER, only clarifications, addendums or communications published on the website <https://www.parceriaseminvestimentos.sp.gov.br/>, in PDF format, containing the signature of the member of the TENDER COMMITTEE designated to coordinate the work of the TENDER COMMITTEE will be considered valid.
- 4.1.3. If there is a change in the date set for the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, the request for clarification and information about the TENDER referred to in the item 4.1 may be submitted by interested parties within 20 (twenty) days prior to the new date set for the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES.
- 4.2. Any individual has the right to contest this NOTICE, and the objection should be presented in the same manner as the request for clarification described in item 4.1, within 3 (three) business days from the date scheduled for the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES. The TENDER COMMITTEE will judge and respond to the objection within three (3) business days, limited to the business day prior to the new date designated for the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES.
- 4.2.1. For compliance with the form of presentation indicated by item 4.2, compliance with any template shall not be required.
- 4.2.2. Only responses to objections published in the manner set forth in item 4.1.2 of this TENDER will be considered valid for the purposes of this NOTICE.
- 4.3. All correspondence, requests for clarification, objections, or any other documents related to the TENDER, in physical form, will be considered delivered on the date of receipt by the recipient, unless, on the final date of the period established in this TENDER, delivery is done after 5:30 p.m. (five thirty o'clock), Brasilia time.
- 4.3.1. In the case of correspondence, requests for clarification, objections, or any other documents related to the TENDER, sent by electronic means, these will be considered delivered on the date of sending by the sender, until 11:59 pm (eleven fifty nine o'clock) of the same day.



- 4.4. Mail delivered after the times set forth in items 4.3 and 4.3.1 will be considered delivered, for all purposes, including for confirming timeliness, on the immediately following business day.
- 4.4.1. No questions will be answered that are not related to this TENDER or that have been formulated differently from that established in item 4.1 of this NOTICE.
- 4.5. Only those who express interest via e-mail [tunelimerso@sp.gov.br](mailto:tunelimerso@sp.gov.br), with the subject line “Santos-Guarujá Immersed Tunnel | Interested Party Registration” with due identification of (i) name/corporate name; (ii) nationality/country where headquartered; (iii) profession/corporate purpose; (iv) ID and CPF/CNPJ; (v) address; (vi) telephone numbers and e-mail for contact, have the guarantee that:
- i. will be notified directly, via e-mail, of the acts of the TENDER;
  - ii. will be notified directly, via e-mail, of the clarifications provided regarding this NOTICE;
  - iii. will receive, via e-mail, a copy of the administrative act that modifies this NOTICE, as the case may be; and
  - iv. will receive, by e-mail, other notices with important content that is pertinent to the TENDER.
- 4.6. The GRANTING AUTHORITY may, on its own initiative or as a result of responses to requests for clarifications or objections, modify this TENDER NOTICE at any time, by means of an errata, to be published in the DOE/SP.
- 4.7. If the change in the TENDER NOTICE affects the formulation of the PRICE PROPOSAL, under the terms of article 55, Paragraph 1, of Federal Law No. 14,133/2021, the GRANTING AUTHORITY will modify the date of the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES provided for in the Introduction of the TENDER NOTICE, therein informing the TENDERERS, through publication in the DOE/SP. In this case, the period for the TECHNICAL VISIT, for requesting clarifications and for objections to this NOTICE are also extended.

## **5. TECHNICAL VISIT**

- 5.1. Those interested in conducting technical visits for knowledge and verification of the existing area where the infrastructure that shall be built by the CONCESSIONAIRE, in the physical and operational conditions in which the INTERCONNECTION SYSTEM shall be built, with the objective of carrying out an on-site verification of the conditions, nature, and measurement of materials and equipment necessary for the execution of the AGREEMENT, form and conditions of supply, means of access to the site, and verifying any other information deemed necessary for the proper provision of the INTERCONNECTION SYSTEM and the public service provision, that is the purpose of this AGREEMENT should send, by July 25, 2025, electronic mail to the e-mail address [tunelimerso@sp.gov.br](mailto:tunelimerso@sp.gov.br), with the subject line “Immersed Tunnel | Technical Visit”, with an attached document, in PDF format, containing an indication and qualification of the representatives of the company interested in conducting the visit. The GRANTING AUTHORITY should also be provided with a copy of the document proving the relationship of representation between the company and the representative designated to participate in the technical visit.
- 5.2. The list of interested parties who conducted the technical visit, the representatives appointed by the interested parties, and the copy of the document containing the respective representation relationship, as well as any other information and/or document that allows identification of the TENDERERS will be kept confidential by the GRANTING AUTHORITY and the REGULATORY AUTHORITY, until the date of the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES.

- 5.3. Once the electronic correspondence is received by the GRANTING AUTHORITY and requirements set forth in this NOTICE are met, an e-mail will be sent to the interested party to schedule the date and time for the technical visit, which shall be accompanied by members of the GRANTING AUTHORITY and/or the REGULATORY AUTHORITY.

5.3.1. The sole purpose of the technical visit is to allow interested parties to obtain the technical information they deem appropriate, such that the REGULATORY AUTHORITY or the GRANTING AUTHORITY will not be liable for any insufficiency of the data collected during the technical visit.

- 5.4. Under the terms of the legislation and regulations in force, in addition to the technical visit, the interested parties may conduct technical inspections, surveys, and pertinent analyses, on their own account and at their own expense, to properly know the conditions of the INTERCONNECTION SYSTEM, in order to consider all issues that are necessary for establishing their PRICE PROPOSAL.

- 5.5. The technical visit will allow the participation of as many representatives as the interested party deems necessary, who shall be listed in the application, respecting any technical impossibilities, duly justified by the GRANTING AUTHORITY.

- 5.6. It will be up to each interested party, during the technical visit, to be accompanied by the technicians and specialists they deem sufficient to gather the information they deem necessary; demanding any additional information from the GRANTING AUTHORITY and the REGULATORY AUTHORITY shall not be allowed. Any clarifications shall be requested in writing by the interested parties or TENDERERS, in the form and timeframe established in item 4.1 of this NOTICE.

5.6.1. Transportation to the site of the technical visit will be at the expense of each interested party.

- 5.7. The performance of a technical visit does not constitute a condition for participation in this TENDER.

- 5.8. The GRANTING AUTHORITY and the REGULATORY AUTHORITY will consider that the presented PRICE PROPOSALS were prepared with perfect knowledge conditions of the area for construction and operation of the INTERCONNECTION SYSTEM and respective provision of services, and the TENDERER may not invoke any lack of knowledge as an impediment to the correct formulation of the PRICE PROPOSAL or to full compliance with the AGREEMENT, request changes in prices, terms, or conditions of the AGREEMENT, or allege any loss or claim any benefit, under the allegation of insufficient data or information about it.

- 5.9. At the end of the technical visit, the interested party will be provided with the technical visit certificate, which will be part of the envelope containing the QUALIFICATION DOCUMENTS, according to the template in EXHIBIT 18.

- 5.10. The TENDERER that decides not to carry out the optional technical visit shall submit a statement inside the envelope containing the QUALIFICATION DOCUMENTS, stating that it is aware that it had the possibility of carrying out the technical visit and becoming familiar with the area for the construction and operation of the INTERCONNECTION SYSTEM, but that, aware of the risks and consequences involved, it opted to formulate the PRICE PROPOSAL without carrying out the technical visit that had been made available to it, in accordance with the terms of item 14.30, subsection xiv, of the NOTICE, according to the template in EXHIBIT 18.

## **6. JUDGMENT CRITERIA – HIGHEST DISCOUNT ON THE PUBLIC CONSIDERATION**

- 6.1. For the preparation of the PRICE PROPOSAL and in the occasion of auction, TENDERERS shall consider that the TENDER will be processed and judged using the criterion of the lowest

value of the PUBLIC CONSIDERATION to be paid by the GRANTING AUTHORITY to the CONCESSIONAIRE, embodied in the highest percentage discount on the value of the MAXIMUM PUBLIC CONSIDERATION.

- 6.2. The criteria for judging this TENDER is the highest percentage discount on the value of the MAXIMUM PUBLIC CONSIDERATION, with the winner being the TENDERER that, in compliance with the procedures and rules described in this NOTICE, offers the highest percentage discount on the value of the MAXIMUM PUBLIC CONSIDERATION, considering the annual value of BRL 304,031,538.78 (three hundred and four million, thirty-one thousand, five hundred and thirty-eight reais and seventy-eight centavos), on the base date of October/2024.

6.2.1. If any TENDER offers a 100% (one hundred percent) discount on the value of the MAXIMUM PUBLIC CONSIDERATION, it may additionally offer, and in compliance with item 10.22, a discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, in which case the judgment of the TENDER will be carried out based on the criterion of the lowest value of the PUBLIC CONTRIBUTION, in compliance with the provisions of this item 6.

- 6.3. The TENDERER shall prepare the PRICE PROPOSAL in accordance with the template provided in EXHIBIT 18, which shall indicate the percentage discount offered on the value of the MAXIMUM PUBLIC CONSIDERATION and the percentage discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, even if zero, in compliance with the provisions of item 10.22.

6.3.1. The percentage discount offered on the value of the MAXIMUM PUBLIC CONTRIBUTION will be applied linearly to all DISBURSEMENT EVENTS, in accordance with EXHIBIT 22.

6.3.2. Any discount offer on the value of the MAXIMUM PUBLIC CONTRIBUTION in PROPOSALS that offer a discount on the value of the MAXIMUM PUBLIC CONSIDERATION of less than 100% (one hundred percent) shall be disregarded.

- 6.4. The TENDERER that offers the highest percentage discount on the MAXIMUM PUBLIC CONSIDERATION initially set at BRL 304,031,538.78 (three hundred and four million, thirty-one thousand, five hundred and thirty-eight reais and seventy-eight centavos), on the base date of October/2024, shall be the winner or, in the case of item 6.2.1, the TENDERER that offers the highest percentage discount on the MAXIMUM PUBLIC CONTRIBUTION, initially set at BRL 4,961,223,527.39 (four billion, nine hundred and sixty-one million, two hundred and twenty-three thousand, five hundred and twenty-seven reais and thirteen cents), on the base date of October/2024.

- 6.5. If more than one TENDERER offers a 100% (one hundred percent) discount on the value of the MAXIMUM PUBLIC CONSIDERATION, and if there is TENDERER who has submitted a PROPOSAL in relation to the value of the MAXIMUM PUBLIC CONTRIBUTION whose discount is up to 20% (twenty percent) lower than the discount presented in the best PROPOSAL, the TENDER COMMITTEE will start the auction phase, as provided for in the item **Erro! Fonte de referência não encontrada.** of this NOTICE and specified in the PROCEDURES MANUAL.

- 6.6. As a condition precedent to the signing of the AGREEMENT, under the terms of item 17.7.4, the WINNING TENDERER shall open the FEDERAL FUNDING ACCOUNT and the STATE FUNDING ACCOUNT.

## 7. TOLL REVENUE, ANCILLARY REVENUE AND PUBLIC CONSIDERATION

- 7.1. For the preparation of the PRICE PROPOSAL and for the eventual formulation of their bids, the TENDERERS shall consider that the CONCESSIONAIRE will have the right to charge the TOLL RATE from the USERS of the INTERCONNECTION SYSTEM, observing the fairness

and moderation parameters, what is defined in the draft of the AGREEMENT and, especially, in EXHIBIT 4.

- 7.2. The value of the BASE TOLL RATE to be charged for the operational collection system, charged to the USERS through the FREE AUTOMATIC SYSTEM, will be BRL 6.15 (six reais and fifteen cents) with a base date of October/2024, to be adjusted annually, under the terms of the AGREEMENT and EXHIBIT 4.

7.2.1. The value of the TOLL RATE to be charged to USERS at the GANTRIES will observe the value of the current BASE TOLL RATE, the rules established by the AGREEMENT, and, especially, in EXHIBITS 3 and 4.

- 7.3. In addition to the revenue from TOLL RATES, the ANCILLARY REVENUES exploited in accordance with the relevant legislation and in the manner and limits established in the AGREEMENT may be included in the CONCESSIONAIRE's remuneration.

- 7.4. The GROSS TOLL REVENUE, the gross ANCILLARY REVENUE and the PUBLIC CONSIDERATION DUE, if applicable, will be considered for the purposes of calculating the amount due as INSPECTION BURDEN.

- 7.5. The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data related to the ROAD SYSTEM and its operation, made available by the GRANTING AUTHORITY, 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, and do not present, before potential TENDERERS or future CONCESSIONAIRE, any binding nature or any effect from the point of view of the liability of the GRANTING AUTHORITY and the REGULATORY AUTHORITY.

## **CHAPTER II – REGULATIONS OF THE TENDER**

### **8. CONDITIONS FOR PARTICIPATION**

- 8.1. Companies and other legal entities, Brazilian or foreign entities, alone or in a CONSORTIUM, whose nature and corporate purpose are compatible with their participation in the TENDER, may participate in the TENDER, provided they fully comply with all the terms and conditions of this NOTICE.

- 8.2. The TENDERERS may, at their discretion, enter into a brokerage contract with an ACCREDITED PARTICIPANT, and such contract, if the TENDERERS so choose, shall be made under the terms of the PROCEDURES MANUAL that constitutes EXHIBIT 19.

8.2.1. If the TENDERER does not choose to hire an ACCREDITED PARTICIPANT, the representation of the TENDERER before B3 will be carried out by means of the ACCREDITED REPRESENTATIVES appointed by the TENDERER or by the CONSORTIUM.

- 8.3. It may not participate in the TENDER, alone or in a CONSORTIUM, the interested party:

- i. that is in compliance with the penalty of impediment to contracting with the direct or indirect Administration of the State of São Paulo, arising from article 156, subsection III, of Federal Law No. 14,133/2021;
- ii. that has been declared ineligible to tender or contract with the PUBLIC ADMINISTRATION of any member of the federation, as provided for in article 156, subsection IV, of Federal Law No. 14,133/2021;
- iii. that has been sentenced, by a final and unappealable judgment, to the penalty of suspension of rights due to the commission of environmental crimes, as regulated in article 10, of Federal Law No. 9,605/1998;

- iv. whose bankruptcy has been decreed;
  - v. that has a record of a sanction, with an impeding effect on participation in this TENDER or procurement, in the registries referred to in article 22, of Federal Law 12,846/2013, and article 5, of State Decree No. 60,106/2014;
  - vi. that has been prohibited by the Plenary of the Administrative Council for Economic Defense – CADE, to participate in tenders promoted by the PUBLIC ADMINISTRATION, due to the verification of a violation to the economic order, per the terms of article 38, subsection II, of Federal Law No. 12,529/2011;
  - vii. that is prohibited from contracting with the PUBLIC ADMINISTRATION due to a sanction restricting rights resulting from an environmental administrative infraction, per the terms of article 72, paragraph 8, subsection V, of Federal Law No. 9,605/1998, amended by Federal Law No. 14,230/2021;
  - viii. that has been prohibited from contracting with the PUBLIC ADMINISTRATION due to conviction for an act of administrative improbity, per the terms of article 12, of Federal Law No. 8,429/1992;
  - ix. that has been declared ineligible to contract with the PUBLIC ADMINISTRATION by the plenary session of the Auditing Court of the State of São Paulo, under the terms of article 108, of State Supplementary Law No. 709/1993;
  - x. that has been impeded, or declared ineligible to tender or contract with the PUBLIC ADMINISTRATION, due to disobedience to the Federal Law No. 12,527/2011, pursuant to its articles 33, subsections IV and V, and Federal Law No. 12,527/2011, and article 74, subsections IV and V, of State Decree No. 68,155/2023;
  - xi. controlling, controlled or affiliated companies, as defined in Law No. 6,404, on December 15, 1976, competing with each other; or
  - xii. that, in the 5 (five) years prior to the publication of the NOTICE, has been convicted in court, with res judicata, for the exploitation of child labor, for submitting workers to conditions analogous to slavery, or for hiring adolescents in cases prohibited by labor legislation.
- 8.4. No person who has been, in the last 6 (six) months from the date of publication of the NOTICE, a public agent of the contracting authority/entity/responsible for the TENDER may participate, directly or indirectly, in the execution of the AGREEMENT by the CONCESSIONAIRE, a server or manager of the authority/entity responsible for the management or monitoring of the AGREEMENT, who has, in the previous 6 (six) months, acted in any way in acts of management, execution or decision-making in the AGREEMENT, under the terms of article 9, Paragraph 1, of Federal Law No. 14,133/2021.
- 8.4.1. The prohibitions set forth in item 8.4 extend to third parties who assist in the conduct of the procurement as members of a support team, specialized professionals, or employees or representatives of companies providing technical assistance, pursuant to Article 9, Paragraph 2, of Law No. 14,133/2021.
- 8.4.2. Indirect participation, for the purposes of the provisions of item 8.4, above, is considered the existence of any documents that show that the person mentioned therein has supported the structuring of the TENDER and appears as legal representative, officer or director, manager, partner, controller, or technical responsible person, or has any links of a legal, technical, commercial, economic, financial, labor, or business nature with the TENDERER or any company of the TENDERER'S ECONOMIC GROUP;



- 8.4.3. The contracting authority/entity/responsible party for the TENDER, for the management and monitoring of the AGREEMENT, for the purposes of the item 8.4 of the NOTICE, are considered to be the REGULATORY AUTHORITY, the DER/SP and the SECRETARIAT OF INVESTMENT PARTNERSHIPS, the CPP and individuals or legal entities that have acted directly in the formulation of the TENDER documents.
- 8.5. Foreign companies or entities that do not operate in Brazil shall meet, as much as possible, the QUALIFICATION CONDITIONS, through equivalent documents, authenticated by the Brazilian Consulate General of the country of origin and translated by a sworn translator, and shall have legal representation in Brazil, with express powers to receive summons and respond administratively and judicially.
- 8.5.1. Foreign companies from States Parties to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil through Federal Decree No. 8,660/16, may replace the need for authentication by the respective consulate referred to in item 8.5, above, by affixing the apostille referred to in articles 3 and 4 of that Convention. The documentation and the respective apostille shall be translated by a sworn translator.
- 8.5.1.1. The QUALIFICATION DOCUMENTS equivalent to those requested in this TENDER NOTICE shall be presented in such a manner as to permit clear identification of their validity, enforceability, and effectiveness, and the TENDERER shall indicate to which item of the TENDER NOTICE the document corresponds.
- 8.5.1.2. In the event of absence of documents equivalent to those requested in this TENDER NOTICE, the TENDERER shall present a declaration reporting this fact, in accordance with the terms of the template in EXHIBIT 18.
- 8.5.1.3. The TENDERERS will be exempt from presenting a sworn translation of the documentation in cases where the documents, even if written abroad, have been produced in the Portuguese language, even if in a bicolumn format, with another language jointly with it.
- 8.5.1.4. In the case of item 8.5.1, the apostille can only be waived in the case of an original document, being necessary in that event that the credentials of the notary or agent responsible for the notarization are affixed.
- 8.5.2. Foreign companies or entities that do not operate in Brazil shall submit a declaration that, in order to participate in this TENDER, and they will submit to the legislation of the Federative Republic of Brazil, including the provisions of article 70, single paragraph, of Federal Law No. 14,133/2021, under the terms of the template in EXHIBIT 18.
- 8.6. The TENDERERS are responsible for analyzing the conditions of the respective scope of the TENDER and all data and information about the CONCESSION, as well as for examining all instructions, conditions, requirements, laws, decrees, rules, specifications, and regulations applicable to the bidding procedure and the CONCESSION, bearing their respective costs and expenses.
- 8.7. The participation of a company and/or entity in more than one CONSORTIUM, or alone and as a member of a CONSORTIUM, will not be allowed.
- 8.7.1. The restriction provided for in item 8.7, above, also applies to legal entities that are members of the same TENDERER'S ECONOMIC GROUP, that is, the participation of companies of the same ECONOMIC GROUP in different PRICE PROPOSALS cannot occur.
- 8.8. In the case of a CONSORTIUM, the following rules shall be observed, without prejudice to

others contained in the TENDER NOTICE and in the pertinent legislation:

- 8.8.1. the ineligibility of any consortium member will result in the automatic ineligibility of the CONSORTIUM;
- 8.8.2. there is no maximum limit of number of participants for the creation of the CONSORTIUM;
- 8.8.3. the inclusion, substitution, withdrawal, or exclusion of any consortium member will not be allowed, nor will change in the proportion of participation of the consortium members, or even the substitution of the leader company, until the execution of the AGREEMENT, from which moment the contractual rules for any change in the corporate composition of the SPE will be observed;
- 8.8.4. the consortium members will be jointly liable for acts performed by the CONSORTIUM in this TENDER up to the execution of the AGREEMENT;
- 8.8.5. the CONSORTIUM can be formed exclusively by foreign companies and entities, without the participation of Brazilian entities;
- 8.9. Participation in this TENDER implies full and unconditional acceptance of all terms, conditions, and provisions of this TENDER NOTICE, as well as the draft AGREEMENT, the EXHIBITS, the APPENDICES, and other provisions applicable to the TENDER, and one may not invoke any ignorance as an impediment to the correct formulation of the PRICE PROPOSAL or full compliance with the AGREEMENT.
- 8.10. The TENDERERS will bear all the costs related to the preparation and presentation of the PRICE PROPOSALS and the participation in the TENDER, and the GRANTING AUTHORITY or the REGULATORY AUTHORITY will not be liable, under any circumstances, for such costs, whatever the procedures followed in the TENDER or its results.

## **9. GENERAL PROCEDURE**

- 9.1. Each TENDERER shall be responsible for carrying out, at its own risk, surveys and studies, as well as to develop projects to support the presentation of the PRICE PROPOSALS.
- 9.2. The divergences that may exist in relation to the application of the TENDER NOTICE, for purposes of interpretation of the rules pertinent to the TENDER, will be resolved according to the following criteria, in the following order:
  - i. the TENDER NOTICE;
  - ii. the AGREEMENT;
  - iii. the EXHIBITS;
  - iv. the PROCEDURES MANUAL set forth in EXHIBIT 19.
- 9.2.1. In the event of any discrepancies between the Portuguese and English versions, the Portuguese version shall prevail.
- 9.3. The TENDER will be processed and judged according to current legislation, analyzing initially the ACCREDITATION DOCUMENTS and the PROPOSAL GUARANTEE, followed by the opening of the PRICE PROPOSALS of the TENDERERS whose PROPOSAL GUARANTEE are accepted, classifying the PRICE PROPOSALS, processing, if applicable, the auction phase and, afterwards, analyzing the QUALIFICATION DOCUMENTS from the TENDERER that has offered the best PRICE PROPOSAL.



- 9.4. The TENDER governed by this NOTICE will be divided into six stages: A) PUBLIC SESSION FOR THE DELIVERY OF ENVELOPES and ACCREDITATION of the TENDERERS; B) verification of the regularity of the PROPOSAL GUARANTEES; C) PUBLIC SESSION FOR THE OPENING OF THE PRICE PROPOSALS; D) consultation of registers and systems; E) verification of the QUALIFICATION DOCUMENTS of the highest-ranked TENDERER; and F) publication of the results, in accordance with TENDER, APPROVAL and AWARDDING procedure.
- 9.5. The TENDER will be processed and judged by the TENDER COMMITTEE, with operational support from B3 to assist in the conduct of the TENDER and carry out related activities.
- 9.6. In the judgment phase, the PRICE PROPOSALS will be classified according to the criteria of (i) the highest percentage of discount on the MAXIMUM PUBLIC CONSIDERATION to be paid by the GRANTING AUTHORITY and, if applicable, (ii) the highest percentage of discount on the MAXIMUM PUBLIC CONTRIBUTION, and there may be an auction phase, as provided for in items 6.5 and **Erro! Fonte de referência não encontrada.** of this NOTICE.
- 9.7. The qualification phase will consist of analyzing the QUALIFICATION DOCUMENTS of the best classified TENDERER, considered as such, if applicable, after the auction phase, to confirm compliance with the conditions set forth in the TENDER NOTICE.
- 9.8. The TENDER COMMITTEE may, at any phase of the TENDER, promote diligence aimed at clarifying or supplementing the instruction of the proceeding, and may also:
- 9.8.1. Request to the TENDERERS, at any time, clarifications about the PROPOSAL GUARANTEE, PRICE PROPOSAL, bids, and/or the QUALIFICATION DOCUMENTS presented, admitting correction of flaws of a formal or clerical nature, or supplementation of insufficiencies, which shall be remedied within the time limit set by the TENDER COMMITTEE, under penalty of disqualification of the PRICE PROPOSAL or disqualification of the TENDERER.
- 9.8.2. Extend the deadlines mentioned in the TENDER NOTICE, in the case of public interest, unforeseeable circumstances, or force majeure, without the TENDERERS being entitled to compensation or reimbursement of costs and expenses on any account.
- 9.9. The diligence acts promoted by the TENDER COMMITTEE may not result in the creation of a requirement that is not provided for in the TENDER NOTICE, pursuant to article 64 of Federal Law No. 14,133/2021.
- 9.10. To honor the instrumentality of the forms and with the purpose of amplifying the competition in the bidding, errors or non-conformities will not harm the classification or qualification of any TENDERER, if they can be overcome in an efficient way by the measures provided for in item 9.8.
- 9.10.1. In the manner set forth in Article 64, Paragraph 1, of Law No. 14,133/2021, irrelevant clerical errors may be corrected by means of a justified act by the TENDER COMMITTEE itself, when it is not necessary to carry out the steps referred to in item 9.8
- 9.11. During the entire procedure, the Fundação Instituto de Pesquisas Econômicas – Fipe and its consultants, as well as B3, may assist in the procedure, to the extent that they are requested by the TENDER COMMITTEE.

## **10. FORM OF PRESENTATION OF THE ACCREDITATION DOCUMENTS, FORM OF PRESENTATION OF THE PROPOSAL GUARANTEE, PRICE PROPOSAL, AND QUALIFICATION DOCUMENTS**

- 10.1. The documents of the ACCREDITATION DOCUMENTS, PROPOSAL GUARANTEE, PRICE PROPOSAL, and QUALIFICATION DOCUMENTS required in this TENDER shall be presented in four (4) distinct, opaque, sealed, and inviolate ENVELOPES, initialed on the closure, with identification as follows.

**PRESENTATION OF THE ENVELOPES****ENVELOPE A – ACCREDITATION DOCUMENTS:****ENVELOPE A – ACCREDITATION DOCUMENTS**

Tender Notice No. 01/2025 – Sponsored Concession of public services for the construction, operation, maintenance and implementation of the necessary investments for the exploration of the Santos-Guarujá Immersed Tunnel.

[CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY]

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF CONTRACTED]

**ENVELOPE B - PROPOSAL GUARANTEE****ENVELOPE B - PROPOSAL GUARANTEE**

Tender Notice No. 01/2025 – Sponsored Concession of public services for the construction, operation, maintenance and implementation of the necessary investments for the exploration of the Santos-Guarujá Immersed Tunnel

[CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY]

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF CONTRACTED]

**ENVELOPE C - PRICE PROPOSAL****ENVELOPE C - PRICE PROPOSAL**

Tender Notice No. 01/2025 – Sponsored Concession of public services for the construction, operation, maintenance and implementation of the necessary investments for the exploration of the Santos-Guarujá Immersed Tunnel

[CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY]

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF CONTRACTED]

**ENVELOPE D – QUALIFICATION DOCUMENTS****ENVELOPE D – QUALIFICATION DOCUMENTS**

Tender Notice No. 01/2025 – Sponsored Concession of public services for the construction, operation, maintenance and implementation of the necessary investments for the exploration of the Santos-Guarujá Immersed Tunnel

[CORPORATE NAME OF THE TENDERER OR NAME OF THE CONSORTIUM, IN THIS CASE, INDICATING THE LEADING COMPANY]

[CORPORATE NAME OF THE ACCREDITED PARTICIPANT, IF CONTRACTED]

- 10.2. All the envelopes that are presented in the TENDER, as well as their content, after their opening in the PUBLIC SESSIONS, may be initialed by the TENDERERS' ACCREDITED REPRESENTATIVES who, present at the PUBLIC SESSION, wish to do it.
- 10.3. Only ENVELOPES and accreditation documents delivered directly to the TENDER COMMITTEE will be accepted; sending by post or any other form of delivery will not be permitted.
- 10.4. Only ACCREDITED REPRESENTATIVES, pursuant to this TENDER NOTICE, may perform any acts relating to the PUBLIC SESSIONS, where interference of assistants or any other person is prohibited.
- 10.5. The contents of each of the four (4) ENVELOPES shall be presented in one (1) physical copy, with an opening statement, index, and closing statement, for complete documentation of each ENVELOPE, and in one (1) digital copy that represents an identical reproduction of the physical copy presented.
- 10.6. The pages will be numbered sequentially, including separation pages, catalogs, drawings, or the like, if any, regardless of more than one volume per envelope, from the opening statement to the closing statement, such that the numbering of the last page of the last volume reflects the number of pages in each ENVELOPE.
- 10.7. The back of the pages should not be numbered under any circumstances, and should be marked "blank" if there is no content. Pages whose backs are not blank should be numbered

with the same number as the front page, plus the word "back".

## **FORM OF PRESENTATION OF THE DOCUMENTS**

- 10.8. The documents shall be presented in their original form or in the form of a copy certified by a Public Notary, or a simple copy accompanied by the original for authentication by a member of the TENDER COMMITTEE, or a declaration of authenticity by a lawyer, under their personal responsibility.
- 10.8.1. The PROPOSAL GUARANTEE shall be presented in its original form, except in cases of surety-bond, capitalization bonds and public debt securities issued digitally, for which a printed copy of the digital form shall be presented, observing the specific rules on the contribution of public securities, contained in the PROCEDURES MANUAL.
- 10.8.2. An exception to the rule provided for in item 10.8 of the NOTICE is made for documents obtained by the Internet, which may be presented without any authentication, provided that, when pertinent, accompanied by a verification code that allows verification of their authenticity with the entity that issued the document.
- 10.8.3. The documents may be signed electronically, provided a digital certificate is used, in accordance with article 12, Paragraph 2, of Federal Law No. 14,133/2021, article 10, Paragraph 1, of Executive Order No. 2,2002/2001, and article 7 of State Decree No. 67,641/2023
- 10.9. All documentation submitted in printed form should be accompanied by a true copy, on magnetic or electronic media, in standard PDF files (Adobe Acrobat).
- 10.9.1. The presentation in electronic media indicated in the item 10.9 shall correspond to a pen-drive for the documentation in each ENVELOPE, encompassing all volumes it may contain, and will integrate the contents of the respective ENVELOPE.
- 10.9.2. The pen-drives shall be labeled with identification of the TENDERER and an explanation of its content.
- 10.9.3. After the opening of each ENVELOPE, the surface of the pen-drives will be initialed by the members of the TENDER COMMITTEE and by the ACCREDITED REPRESENTATIVES of the TENDERERS present at the PUBLIC SESSIONS, who so desire, and, afterwards, they will be incorporated into the TENDER process, jointly with the other printed documents presented.
- 10.9.4. In case of divergence between the printed documents and those saved on electronic media, the printed versions will prevail.
- 10.9.5. Any recording errors, or flaws in the content of electronic files do not constitute grounds for disqualification or ineligibility of the TENDERER, if they are submitted during the procedures provided for in item 9.8 of this NOTICE.
- 10.10. All documents and certificates that are presented in this TENDER shall be presented within their respective validity periods.
- 10.10.1. Any document presented after the expiration date will be considered not delivered, and the TENDERER will be responsible for the consequences of the absence of the documentation.
- 10.10.2. Except in the case of documents that are not subject to periodic renewal, when applicable, documents that do not have a deadline defined in their own text, in law, or in this NOTICE will be considered valid if issued up to one hundred and eighty (180) days prior to the date of effective delivery of the documents and proposals.

- 10.11. All documents containing amounts expressed in foreign currency, when not prohibited by the NOTICE, will have the amounts converted into Brazilian currency (R\$) by applying the exchange rate (PTAX) for sale published by the Central Bank of Brazil on the day immediately preceding the publication date of the NOTICE.
- 10.12. It is recommended to use the templates contained in this NOTICE, for standardization purposes.
- 10.13. The absence of any of the declarations required from the TENDERER in this NOTICE may be supplied by a formal written statement from the TENDERER, of equal content, delivered at the PUBLIC SESSIONS itself, being expressly recorded in the minutes, or in diligence carried out by the TENDER COMMITTEE, according to the provisions of item 9.8 of this TENDER NOTICE
- 10.14. The ACCREDITATION DOCUMENTS, the PRICE PROPOSAL, the PROPOSAL GUARANTEE, as well as the QUALIFICATION DOCUMENTS and other documents required and presented in this TENDER, shall be presented in clear language, without amendments, erasures, or interlinear text.
- 10.14.1. In the event of divergence between numbers and their full expression written out, the full form shall prevail.
- 10.15. When it is a document consisting of a copy from an Official Gazette or newspaper, it should be printed in such a manner as to allow it to be read and to identify the date, issue, and page of the edition in which it was published.
- 10.16. Detailed minutes will be drafted of all the PUBLIC SESSIONS for the receipt and opening of the envelopes, to be signed by the members of the TENDER COMMITTEE, with the possibility of signature by the TENDERERS' ACCREDITED REPRESENTATIVES.
- 10.17. The PUBLIC SESSIONS shall be recorded in audio and video, and the recordings shall be attached to the records of the bidding process after its conclusion, in accordance with Paragraph 5 of Article 17 of Federal Law No. 14,133/2021.
- 10.17.1. The TENDER COMMITTEE may, at its sole discretion, close the PUBLIC SESSIONS after the receipt and/or opening of the envelopes, promoting analysis of the ACCREDITATION DOCUMENTS, PRICE PROPOSALS, the PROPOSAL GUARANTEE and the QUALIFICATION DOCUMENTS at the PUBLIC SESSION itself or at a later moment, being able to make use of technical assistance to that end. The TENDER COMMITTEE will always make its decisions in a reasoned manner and in writing, attaching the respective decision and justifications to the records of the bidding procedure.
- 10.17.2. Unopened ENVELOPES may be withdrawn by interested parties within thirty (30) days after the AGREEMENT is signed. If they are not removed within thirty (30) days, they will be discarded regardless of any warning or notice.
- 10.18. Correction of formal defects in the documents submitted by the TENDERERS will be allowed, if they can be corrected within the period to be set by the TENDER COMMITTEE, under the terms set out in item 9.8.1, without prejudice to the conduct of the bidding process, in compliance with the principle of instrumentality of forms.
- 10.19. Replacement of the contents of any of the ENVELOPES will imply the disqualification of the TENDERER.
- 10.20. Except for the case in item 10.23, exemption is granted, under the terms of article 12, V, of Federal Law No. 14,133/2021, to the certification of signatures of the signatories of the documents required in this TENDER.

- 10.20.1. If there are doubts about the authenticity of the documents, the TENDER COMMITTEE has the right to conduct any necessary investigation.

## **CONTENTS OF THE PRICE PROPOSAL**

- 10.21. Only those PRICE PROPOSALS will be considered, including those presented during the eventual auction phase, that cover all of the scope of this TENDER.
- 10.22. PRICE PROPOSALS, including those presented during the auction phase, shall be valid for 180 (one hundred and eighty days), counted from the date of their receipt and, during this period, all conditions shall be maintained, and may be extended, if so agreed with the TENDER COMMITTEE, in compliance with the provisions of item 12.12, and shall include the discount percentage on the MAXIMUM PUBLIC CONSIDERATION and the discount percentage on the MAXIMUM PUBLIC CONTRIBUTION, even if this is 0% (zero percent).
- 10.22.1. If the TENDERER, in the PRICE PROPOSAL, presents a discount of less than 100% (one hundred percent) on the MAXIMUM PUBLIC CONSIDERATION, it shall indicate the discount on the MAXIMUM PUBLIC CONTRIBUTION as 0% (zero percent).
- 10.22.2. If the TENDERER presents, in the PRICE PROPOSAL, a discount of 100% (one hundred percent) on the MAXIMUM PUBLIC CONSIDERATION, it shall indicate a discount on the MAXIMUM PUBLIC CONTRIBUTION greater than or equal to 0% (zero percent).

## **12.12**

### **DOCUMENTATION TO BE SUBMITTED BY FOREIGN TENDERERS**

- 10.23. Foreign TENDERERS, which do not have authorization to operate in Brazil, shall, in order to participate in the TENDER, 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 public or private power of attorney, notarized as true by a notary or other entity, in accordance with the legislation applicable to the documents, to receive summons and be liable administratively and judicially in Brazil, as well as to represent it in all phases of the process, conditions which shall be expressly indicated in the documents presented regarding the ACCREDITATION.
- 10.24. The documents of foreign TENDERERS will be presented as follows:
- i. the PRICE PROPOSALS, as well as all correspondence, information, and communications related to the TENDER procedures, shall be written in the Portuguese language of Brazil, official language of this TENDER, and have the amounts expressed in Brazilian currency (Brazilian Real).
    - a. All documentation submitted by foreign TENDERERS shall be understood and interpreted according to that language.
  - ii. Documents of foreign origin presented in other languages shall be certified by a public notary of the country of origin, authenticated by the General Consulate of Brazil of the country of origin or, in the case of item 8.5.1, duly apostilled, and accompanied by the respective translation into Portuguese language prepared by a sworn translator registered in any of the Board of Trades in Brazil, except in the case of catalogs, publications, manuals, technical reports and similar items.
    - a. QUALIFICATION DOCUMENTS of foreign origin presented in other languages that are not accompanied by the respective sworn translation into Brazilian Portuguese will not be considered for evaluation and judgment purposes.

- 10.24.1. If any of the TENDERERS points out a material divergence between the document in the original language and its translation, the TENDER COMMITTEE may proceed with the necessary diligence to confirm the effective content of the document, and the TENDERER that, demonstrably, has presented a divergent translation in order to benefit from it will be disqualified, without prejudice to the execution of the PROPOSAL GUARANTEE and application of the competent civil, criminal, and administrative sanctions.
- 10.24.2. If a divergence is found between the document in the original language and the translation, identified by the TENDER COMMITTEE through diligences, or through appreciation of any appeal, the original text will prevail.

## 11. ENVELOPE A – ACCREDITATION DOCUMENTS

- 11.1. For the ACCREDITATION of ACCREDITED REPRESENTATIVE for the TENDERERS with the TENDER COMMITTEE, the following documents shall be submitted inside ENVELOPE A:
- i. ACCREDITATION letter or power of attorney, according to EXHIBIT 18;
  - ii. a copy of their identification document and proof of their status as a legal representative, which will be provided by submitting:
    - a. articles of association in effect, duly registered with the board of trade, in the case of simple and limited companies;
    - b. bylaws in effect, duly registered with the board of trade, in the case of corporations, accompanied:
      - b.1. by minutes of the shareholders' meeting that elected the current board of officers, duly registered with the board of trade, in the case of companies that do not have a board of directors;
      - b.2. by the minutes of the board of directors' meeting that elected the current board of officers, 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 that elected the current board of officers, duly registered with the board of trade;
    - c. in case of investment funds, the documents indicated in item 14.5.4.
  - iii. in the case of a CONSORTIUM, representation will be by the lead company, and shall be accompanied by the articles of association, bylaws, or equivalent document of the consortium members and the powers of attorney granted by them to the lead company or the consortium instrument, in the event powers are granted through said instrument;
  - iv. in the case of representation by a proxy, a power-of-attorney documenting the granting of powers to perform all acts referring to the bidding procedure, including the filing and withdrawal of appeals, accompanied by the document(s) that prove(s) the powers of the grantor(s) to: (i) perform, in the name of the TENDERER, all acts referring to the TENDER; (ii) receive summons and represent the TENDERER administratively and judicially; and (iii) enter into settlements and waive rights. In the case of a CONSORTIUM, the power-of attorney shall be granted by the lead company and will be accompanied by powers of attorney of the consortium members to the lead company or by the consortium instrument, if the granting of powers is done through said instrument;



- v. in the case of foreign companies, a power-of-attorney to the legal representative in Brazil, containing, at least, express powers to receive summons and be liable administratively or judicially, accompanied by document(s) that prove(s) the powers of the grantor(s) to: (i) perform, in the name of the TENDERER, all acts referring to the TENDER; (ii) receive summons and represent the TENDERER administratively and judicially; and (iii) enter into settlements and waive rights.
- 11.1.1. Each TENDERER may have up to two (2) ACCREDITED REPRESENTATIVES, who are responsible for representing, responding, and monitoring all the acts of the PUBLIC SESSIONS that occur during the tender procedure.
- 11.2. Each ACCREDITED PARTICIPANT may only represent a single TENDERER and each TENDERER may only be represented and participate in the TENDER through a single ACCREDITED PARTICIPANT.
- 11.3. Each ACCREDITED REPRESENTATIVE may only exercise powers of representation for one sole TENDERER.
- 11.4. The ACCREDITATION will serve for representation of the TENDERERS at the PUBLIC SESSION for opening of the envelopes and all other acts of this TENDER, including signing the documents and declarations required in this NOTICE.
- 11.5. The TENDERER that does not fulfill the requirements for ACCREDITATION of its representative will be impeded from speaking during the PUBLIC SESSIONS that occur in the course of the bidding procedure, there not being, however, any impediment to participation by the TENDERER in the TENDER process.
  - 11.5.1. The TENDERERS may accredit new representatives, observing the quantitative limitation and other documents indicated above, as well as substitute or revoke the ACCREDITATION.
  - 11.5.2. The procedure for replacement and/or ACCREDITATION of new representatives will consist of manifestation, to the TENDER COMMITTEE, of the intention to revoke or substitute ACCREDITATION and/or the indication of new representatives.
    - 11.5.2.1. The manifestation to which item 11.5.2 refers may be done in any of the PUBLIC SESSIONS or electronically by an ACCREDITED PARTICIPANT, by an ACCREDITED REPRESENTATIVE of the TENDERER, or by a legal representative of the TENDERER, and the documentation required in item 11.1 shall be submitted in a PUBLIC SESSION or electronically, observing the requirements of this NOTICE.
  - 11.5.3. Both the ACCREDITATION of a new representative and the replacement or revocation of representatives shall be recorded in the respective minutes of the PUBLIC SESSION in which they occurred or, if the change occurs electronically, by means of communication from the TENDER COMMITTEE.
- 11.6. The ACCREDITATION of the TENDERER's representative does not constitute a condition for submitting the ENVELOPES.
- 11.7. Inside ENVELOPE A, the documents associated with the hiring of the ACCREDITED PARTICIPANT should also be included, if the TENDERER has hired one.
  - 11.7.1. In the event of item 11.7, the ACCREDITED PARTICIPANT shall represent the TENDERER before B3.
  - 11.7.2. The documents of the ACCREDITED PARTICIPANT shall be submitted as set forth in EXHIBIT 19.

- 11.8. All communication between, on one side, the GRANTING AUTHORITY or the TENDER COMMITTEE, and, on the other side, the TENDERERS, shall take place through their ACCREDITED REPRESENTATIVES or ACCREDITED PARTICIPANT, if their services are hired.

## **12. ENVELOPE B - PROPOSAL GUARANTEE**

- 12.1. To guarantee the fulfillment of the obligation to sign the future contractual instrument, as well as the other obligations assumed because of its participation in the TENDER, the TENDERER shall provide a PROPOSAL GUARANTEE in the minimum amount corresponding to BRL 57,789,149.10 (fifty-seven million, seven hundred and eighty-nine thousand, one hundred and forty-nine reais and ten cents), with a validity period of 180 (one hundred and eighty) days, counted from the date set for the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, observing item 12.12 of this NOTICE.

- 12.1.1. In the case of a CONSORTIUM, the PROPOSAL GUARANTEE may be provided by a single legal entity that part of the consortium or divided by the consortium members, and shall guarantee the obligations of all consortium members due to their participation in the TENDER.

- 12.2. The PROPOSAL GUARANTEE may, at the option of the TENDERER, be done through the following modalities:

- i. Cash deposit;
- ii. Public Debt Securities;
- iii. Surety-Bond;
- iv. Bank guarantee;
- v. Capitalization bonds.

- 12.2.1. In the modalities in which the PROPOSAL GUARANTEE is formalized by documents, such instruments shall not contain any liability exemptions, other than those provided for in the legislation in force, including the regulation of the Superintendence of Private Insurance – SUSEP, which prevent the GRANTING AUTHORITY from executing it in the events described in this TENDER NOTICE as grounds for its execution, and the rules established in EXHIBIT 19 shall be complied with.

- 12.2.2. The PROPOSAL GUARANTEE shall be provided for the benefit of the Secretariat of Investment Partnerships of the Government of the State of São Paulo – CNPJ nº 96.480.850/0001-03.

- 12.3. The PROPOSAL GUARANTEE in Brazilian currency shall be (i) deposited with Banco do Brasil, Branch 01897-X, checking account number 100893-5, held by the Secretariat of Investment Partnerships of the Government of the State of São Paulo – CNPJ nº 96.480.850/0001-03, up to twenty-four hours (24 hours) before the date set for receipt of documents and proposals, presenting, inside the corresponding ENVELOPE, the deposit receipt, or (ii) presented in a administrative check of a FINANCIAL INSTITUTION.

- 12.4. When the PROPOSAL GUARANTEE is represented by Public Debt Securities or Capitalization Bonds, it shall be provided at the nominal value of the securities, and cannot be encumbered with a non-pledge, inalienability, non-transferability, or compulsory acquisition provision. Only Public Debt Securities will be accepted among those listed in the PROCEDURES MANUAL, issued in book-entry form, by registry in the centralized settlement and custody system authorized by the Central Bank of Brazil, accompanied by proof of their

current validity as to liquidity and value.

- 12.5. The PROPOSAL GUARANTEE presented in the surety-bond modality shall be issued by an insurance company authorized to operate in Brazil, pursuant to the legislation in force at the time it is presented, and shall be proven via presentation of the surety-bond policy, accompanied by proof of payment of the premium installments already matured, as well as: (i) Certificate of Notes and Certificate of Licensing issued by the Superintendence of Private Insurance - SUSEP, on behalf of the insurer that issues the policy, and the policy shall be in accordance with the provisions of SUSEP Circular No. 662/2022, in addition to containing the provisions set forth in the PROCEDURES MANUAL and may not contain any provision for exemption of liability of the TENDERER or the insurer, even in special or particular conditions, other than those arising from a legal or regulatory requirement; (ii) Certificate of Managers issued by SUSEP on behalf of the managers who sign the policy; (iii) documents of representation of the managers who sign the policy; and (iv) corporate acts that allow verification of the form of representation of the insurer.
- 12.6. The PROPOSAL GUARANTEE submitted in the form of a surety-bond shall contain the following additional provisions:
- i. ensure SPI as the insured party;
  - ii. it shall not contain provisions that limit or exclude the activation of the guarantee related to events directly connected to the obligations assumed by the NOTICE;
  - iii. include a statement that the insurer is aware of and accepts the terms and conditions of the NOTICE; and
  - iv. include an express provision prohibiting the cancellation of the surety-bond policy due to total or partial non-payment of the premium.
- 12.7. The PROPOSAL GUARANTEE may not include any clause excluding responsibilities assumed by the TENDERER and/or issuers regarding participation in the TENDER, except for the list of excluded risks specified in EXHIBIT 19.
- 12.7.1. If the PROPOSAL GUARANTEE presented in the surety-bond modality contains any provision incompatible with the provisions of this TENDER NOTICE, including clauses that exclude risks not indicated in EXHIBIT 19, the TENDERER shall submit a statement signed by the insurance company affirming the inapplicability of such provisions to this TENDER, as well as the validity of the surety-bond to all the cases provided for in this TENDER NOTICE.
- 12.7.2. If the TENDERER chooses the surety-bond modality, the special conditions or particular conditions and the requirements in EXHIBIT 19 shall be observed, admitting non-observance of them to meet legal or regulatory requirements, duly demonstrated and justified. It will not be considered breach of the template provided for in EXHIBIT 19 if the provisions provided for in the special conditions of the template are reproduced only in the particular conditions of the policy.
- 12.8. The PROPOSAL GUARANTEE presented in the form of a bank guarantee shall be issued by a commercial, investment, and/or multiple bank, authorized to operate in Brazil, according to the Brazilian legislation and the regulations of the financial sector, subject to EXHIBIT 19, and shall be presented in its original copy, accompanied by proof of the powers of representation of the person responsible for signing the document.
- 12.8.1. It will not be necessary to send documents proving the powers of representation of the signatories of the bank guarantees and insurance guarantees, when the aforementioned institutions have an updated registration as guarantee issuers on B3.

- 12.8.2. Bank institutions that issue bank guarantees shall have Embratel's EMVIA system for B3 to confirm the authenticity of the instrument.
- 12.9. The PROPOSAL GUARANTEE presented in the form of a capitalization bond shall meet the following requirements:
- i. The issuing Capitalization Company shall be duly constituted and authorized to operate by SUSEP and cannot be under a fiscal direction, intervention or extrajudicial liquidation regime;
  - ii. The bond(s) shall indicate the TENDERER as the holder, in compliance with the rules of this NOTICE applicable to consortia;
  - iii. The bond(s) shall indicate the GRANTING AUTHORITY as the assignee, be funded by a single payment already made, and have a total redemption value at the minimum amount corresponding to that indicated in item 12.1;
  - iv. The bond(s) issued electronically with digital certification shall be capable of verifying its authenticity on the website of the issuing Capitalization Company and/or SUSEP;
  - v. The capitalization bond(s) issued physically shall have signatures of the legal representatives of the issuing Capitalization Company with notarized signature.
- 12.10. The PROPOSAL GUARANTEE of the WINNING TENDERER will be returned after the signing of the AGREEMENT and presentation of the PERFORMANCE GUARANTEE of the AGREEMENT.
- 12.11. The PROPOSAL GUARANTEE of the other TENDERERS will be returned within 10 (ten) business days from the EXECUTION DATE OF THE AGREEMENT by the WINNING TENDERER or from the date on which the TENDER is declared unsuccessful.
- 12.12. In the event that the TENDER exceeds the 180 (one hundred and eighty) day validity period of the PROPOSAL GUARANTEE provided for in item 12.1, counted from the date set for the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, the TENDERERS who remain interested in continuing in the TENDER shall, voluntarily or when urged to do so, present documents proving its renewal, at the expense of the TENDERER, and the TENDERER who does not prove the renewal of the PROPOSAL GUARANTEE, when urged to do so, will be disqualified from the TENDER, and the penalties provided for in item 12.1312.13, will not be applicable to this TENDERER.
- 12.12.1. The maintenance of the qualification conditions of the TENDERER is conditioned on the regular renewal of the respective PROPOSAL GUARANTEE, according to the item 12.1212.12.
- 12.12.2. The amount of the PROPOSAL GUARANTEE, in the event of renewal, shall be readjusted by the variation of the IPCA/IBGE, for the period between the date of submission of the PRICE PROPOSALS and the last index published officially before the renewal of the PROPOSAL GUARANTEE.
- 12.13. Engagement in any of the forms of conduct listed below by any TENDERER will result in application of a fine in the amount of the PROPOSAL GUARANTEE, as provided for in item 12.1, after the regular administrative proceeding provided for in State Law No. 10,177/1998:
- i. withdrawing its PRICE PROPOSAL during the period of its validity, except for a supervening reason duly accepted by the TENDER COMMITTEE;

- ii. presenting documents or information known to be false, or, further, omitting relevant information for the purposes of this TENDER, thus considered those related to the QUALIFICATION CONDITIONS, conditions for participation in the TENDER, and the presentation of the PRICE PROPOSAL, per the terms set forth in this NOTICE;
  - iii. where the WINNING TENDERER fails to comply with the conditions or present the documents required for hiring, within the stipulated deadlines;
  - iv. failing to keep the PROPOSAL GUARANTEE under the conditions defined in this NOTICE;
  - v. as WINNING TENDERER if it fails to sign the AGREEMENT within the period provided for in the summons, either by failing to comply with the pre-contractual provisions or by withdrawal;
  - vi. performing act(s) with the purpose of frustrating the objectives of the bidding procedure, or inducing, in bad faith, its delay;
  - vii. performing an act that may lead to the declaration of ineligibility to contract with the PUBLIC ADMINISTRATION.
- 12.13.1. The PROPOSAL GUARANTEE will also guarantee the payment, after the regular administrative procedure provided for in State Law No. 10,177/1998, of fines and penalties, observing for these as the maximum value the amount of the PROPOSAL GUARANTEE, and compensation owed by the TENDERER to the GRANTING AUTHORITY and/or the REGULATORY AUTHORITY, due to the total or partial non-fulfillment, by the TENDERER, of the obligations assumed by them by virtue of their participation in the TENDER, in which case the amount shall be timely arbitrated according to the damages caused and the seriousness of the TENDERER's conduct.
- 12.14. The PROPOSAL GUARANTEE, except for any mandatory determination to the contrary contained in law or regulation, when applicable, will cover all events occurring during its validity period, even if the loss is communicated by the GRANTING AUTHORITY after the final term of validity of the PROPOSAL GUARANTEE, as provided for in article 20 of SUSEP Circular No. 662/2022.
- 12.15. SPI shall be the beneficiary of the instruments that formalize the PROPOSAL GUARANTEE, which may be executed in any of the cases described in this NOTICE.
- 12.15.1. Any modification to the terms and conditions of the PROPOSAL GUARANTEE is prohibited, except upon its express prior consent of SPI at the time of its renewal or to restore its economic value and conditions for enforceability.
- 12.16. The TENDERER that fails to present or does not have the PROPOSAL GUARANTEE accepted by the TENDER COMMITTEE, due to breach of the requirements provided for in this TENDER NOTICE, will be disqualified.

### **13. ENVELOPE C - PRICE PROPOSAL**

#### **13.**

- 13.1. The PRICE PROPOSAL shall be presented in accordance with item 10.1, inside ENVELOPE C, and will observe the conditions described below.
- 13.2. The PRICE PROPOSAL will be formalized as a percentage (%) discount on the MAXIMUM PUBLIC CONSIDERATION and on the MAXIMUM PUBLIC CONTRIBUTION, and will be presented in a maximum of two decimal places.

13.3. The PRICE PROPOSAL shall follow the template in EXHIBIT 18. In the event of divergence between the numerical value and its respective long form, the latter will prevail.

13.4. The TENDERER shall be aware that the PRICE PROPOSAL:

- i. is irrevocable, irreversible, and unconditional;
- ii. Cannot present a value lower than 0% (zero percent) or higher than 100.00% (one hundred percent) discount on the MAXIMUM PUBLIC CONSIDERATION, subject to disqualification;
- iii. Can not present a value lower than 0% (zero percent) or higher than 100.00% (one hundred percent) discount on the MAXIMUM PUBLIC CONTRIBUTION, subject to disqualification;
- iv. will be valid for 180 (one hundred and eighty) days, counted from the date of PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, and can be extended if the TENDERER agrees;
- v. shall consider (a) the conditions of the construction and operation areas of the INTERCONNECTION SYSTEM; and (b) all investments, costs, expenses and taxes necessary for the exploration of the CONCESSION, observing the conditions and rules established in the AGREEMENT, EXHIBITS, and APPENDICES;
- vi. shall take into account all risks assumed by the CONCESSIONAIRE during the period between the EXECUTION DATE OF THE AGREEMENT and the end of the CONCESSION TERM, as governed in the AGREEMENT;
- vii. shall consider the term of 30 (thirty) years of the CONCESSION, as of execution of the INITIAL TRANSFER INSTRUMENT by the PARTIES, as set forth in the AGREEMENT;
- 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 NOTICE, the draft of the AGREEMENT, the EXHIBITS, and APPENDICES;
- ix. shall consider the SCHEDULE FOR PAYMENT OF THE SPE'S CAPITAL STOCK, as per EXHIBIT 13;
- x. shall consider the amounts necessary to pay the administrative fees and other charges related to the AGREEMENT, including the payment due to the FINANCIAL INSTITUTION responsible for managing the CONCESSION ACCOUNTS, in accordance with the rules established by the AGREEMENT and under the terms of APPENDIX B;
- xi. shall consider the deductions levied on TOLL REVENUE and on the PUBLIC CONSIDERATION DUE, when applicable, in particular the incidence of the QUALITY AND PERFORMANCE INDEX and the INSPECTION BURDEN, and the deductions levied on ANCILLARY REVENUE, especially the INSPECTION BURDEN;
- xii. shall consider own resources to be contributed to the SPE by the WINNING TENDERER, in addition to the minimum paid-in capital;
- 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. shall consider the limits available for issuing obligations, as the case may be, taking into consideration 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 PUBLIC CONSIDERATION and PUBLIC CONTRIBUTION by the GRANTING AUTHORITY;
  - xvi. shall consider the application of the Special Incentive Regime for Infrastructure Development - REIDI, governed by Federal Law No. 11,488/2007;
  - xvii. shall, at its own expense and risk, consider the incidence of any tax benefits already instituted at the time of presentation of the PRICE PROPOSAL, considering however that any non-obtainment of the benefit will not result in economic and financial rebalancing of the AGREEMENT; and
  - xviii. shall consider as assumption that the effects of Constitutional Amendment No. 132, on December 20, 2023, and of Complementary Law No. 214/2025, were not considered in the AGREEMENT.
- 13.5. PRICE PROPOSALS shall be submitted on the base date of October/2024, in accordance with Clause 3.2 of the AGREEMENT.

#### **14. ENVELOPE D - QUALIFICATION CONDITIONS**

- 14.1. The TENDERER shall present documentation that proves its LEGAL QUALIFICATION, TAX, SOCIAL AND LABOR GOOD STANDING, TECHNICAL QUALIFICATION, and ECONOMIC AND FINANCIAL QUALIFICATION, in accordance with the terms of this NOTICE.
- 14.2. In the case of a CONSORTIUM, each consortium member shall individually fulfill the requirements relating to LEGAL QUALIFICATION, TAX AND LABOR GOOD STANDING, and ECONOMIC AND FINANCIAL QUALIFICATION.
- 14.3. The requirements of TECHNICAL QUALIFICATION may be met, in the case of a CONSORTIUM, through any of the consortium members, individually or by the sum of the certificates, in accordance with item 14.18.1.
- 14.4. The TENDERER will be disqualified if on the date of delivery of the QUALIFICATION DOCUMENTS:
- i. it does not meet the conditions established in this NOTICE;
  - ii. it does not meet the conditions for participation set forth in item 8; or
  - iii. it presents a false or invalid document, without prejudice to application of the applicable administrative, civil, and criminal sanctions.

#### **A. LEGAL QUALIFICATION**

- 14.5. The documents listed below shall be submitted by the individual TENDERER or each company participating in the CONSORTIUM:
- 14.5.1. Articles of incorporation, bylaws, or amended and restated articles of association in effect, according to the latest amendment filed with the Board of Trade or competent registry office, as well as documents proving authorization to participate in the TENDER, when required by the incorporation documents, bylaws, or articles of association; if the latest amendment to the bylaws/articles does not amend and restate the provisions of the bylaws/articles of association in effect, prior amendments containing such provisions shall also be submitted;



- 14.5.1.1. The publication of documents proving authorization to participate in the TENDER will not be required; it will be sufficient to present a document proving the completion of the corporate act required for authorization.
- 14.5.2. In the case of corporations and limited liability companies, proof of election/appointment of the acting managers of the TENDERER, filed with the Board of Trade or with the competent registry office, according to the law;
- 14.5.3. Decree of authorization, in the case of a foreign firm or company operating in the country, and act of registration or authorization for operation issued by the competent authority, when the activity so requires;
- 14.5.4. If the TENDERER is an investment fund, it shall submit the following documents:
- i. proof of registration of the investment fund with the Securities and Exchange Commission of Brazil, created by Federal Law No. 6,385/1976;
  - ii. incorporation document with last amendment filed with the competent authority;
  - iii. bylaws and amendments, if any, duly registered in the Securities and Exchange Commission's computerized system, 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, by means of presentation of the consultation of the registration data for the rendering of portfolio administration services with the Securities and Exchange Commission of Brazil;
  - v. proof of election of the administrator's representatives;
  - vi. proof of compatibility of the fund's objective with the TENDER, through the fund's investment policy described in its bylaws, and proof that its administrator can represent it in all acts and for all purposes of the TENDER, assuming, on behalf of the investment fund, all obligations and rights arising from it; and
  - vii. proof that the fund and its administrator and/or manager are not undergoing judicial liquidation, in-court reorganization, bankruptcy, or any other bankruptcy proceeding, through the presentation of a certificate issued by the distribution office of its headquarters, or out-of-court liquidation, through the presentation of a certificate issued by the Central Bank of Brazil.
- 14.5.5. If the TENDERER is an open or closed complementary pension entity, it shall present the minutes that elected the management in exercise, the bylaws in effect, proof of express and specific authorization as to its constitution and operation, granted by the competent inspection authority, and declaration/certificate that the plans and benefits administered by it are not under liquidation or intervention by the regulatory entity.
- 14.5.6. If the TENDERER is a FINANCIAL INSTITUTION, it shall present, additionally, proof of express and specific authorization of its constitution and operation, granted by the regulatory entity of the sector, as well as proof of approval of the election of its administrator.
- 14.6. The consortium companies shall present a public or private commitment of incorporation of a

CONSORTIUM, signed by all the consortium members, including, at least, the following information:

- i. name of the CONSORTIUM;
- ii. qualification of the consortium members;
- iii. organization and objectives of the CONSORTIUM, namely, participation of the consortium companies in the present TENDER and, if the winner, to organize a SPECIAL PURPOSE ENTITY, according to Brazilian law, in the form of a corporation, with headquarters and administration in Brazil, in the State of São Paulo;
- iv. composition of the CONSORTIUM, with an indication of the percentage stake of each one of the consortium members;
- v. indication of the leading company of the CONSORTIUM;
- vi. commitment that the consortium members will be responsible, individually and jointly, for all the requirements in the bid notice and for the acts performed by the CONSORTIUM, in the scope of the TENDER, until execution of the AGREEMENT;
- vii. term of duration of the CONSORTIUM, which shall be, at least, compatible with the duration of the TENDER and, in the event the CONSORTIUM wins, until the date of creation of the SPE; and
- viii. power of attorney granting the leading company express, irrevocable and irreversible powers to act as the sole legal representative of the CONSORTIUM before the TENDER COMMITTEE, the GRANTING AUTHORITY and the REGULATORY AUTHORITY, with full powers to appoint ACCREDITED REPRESENTATIVES, receive notifications, summons and citations regarding matters related to the TENDER or the AGREEMENT, as well as to agree to conditions, compromise, appeal and withdraw appeal, undertaking to sign, on behalf of the CONSORTIUM, any papers and documents related to the object of the TENDER, until the constitution of the SPE.

14.6.1. In the case of a CONSORTIUM, the declarations required in the TENDER NOTICE may be signed by the lead company on behalf of the CONSORTIUM, subject to the provisions of item viii of item 14.6, above, and as indicated in the item 14.29. **Erro! Fonte de referência não encontrada.**

14.6.2. The power-of-attorney referred to in item 14.6.(viii), may be presented as part of the CONSORTIUM agreement, through an express provision related to the delegation of express, irrevocable, and irreversible powers for the leading company to be the sole legal representative, or through a specific power-of-attorney, in a separate document.

14.7. The TENDERERS, as well as each participant of the CONSORTIUM, shall submit an organizational chart indicating its control structure, showing the situations that establish the power of control, contemplating the entire chain of corporate control to the level of individuals, observing, where relevant, RFB Normative Instruction No. 2119/2022, and excepting only those cases in which, due to restriction or legal or regulatory impediment applicable, it is not possible to submit the information required.

14.8. For TENDERERS organized as investment funds, compliance with the provisions of item 14.7, above, shall consider the existence of majority quotaholders, or of a authority and its members, with the power to influence the fund's bylaws, who hold similar powers to those referred to in

Federal Law No. 6,404/76, for the purposes of identifying the controlling shareholder.

## **B. TAX AND LABOR GOOD STANDING**

- 14.9. The documents listed below shall be submitted by the individual TENDERER or each company participating in the CONSORTIUM:
- i. Proof of registration in the National Register of Corporate Taxpayers of the Ministry of Finance (CNPJ);
  - ii. Proof of registration in the Municipal Taxpayers' Register, if any, relating to the domicile or headquarters of the TENDERER, or in the case of a CONSORTIUM, of each consortium member, applicable to its area of activity and compatible with the contractual scope, or declaration signed by the TENDERER that the activity performed does not require municipal registration, according to the template available in EXHIBIT 18;
  - iii. Clearance certificate, or certificate with pending issues but with the effects of clearance, of debts relating to Federal Tax Credits and Outstanding Federal Debt;
  - iv. Certificate of good standing of tax debts, registered as outstanding debt, of the Tax on Services of Any Kind - ISS, with the Municipal Treasury, relating to the domicile or headquarters of the TENDERER, or, in the event of a CONSORTIUM, of each consortium member, applicable to its area of activity and compatible with the contractual scope
  - v. Certificate of good standing with the Guarantee Fund for Length of Service - FGTS; and
  - vi. Proof of lack of unpaid debts before the Labor Judiciary, through the presentation of a Clearance Certificate or Certificate with Issues Found with the Effects of Clearance of Labor Debts - CNDT, per the terms of Title VII-A of the Consolidated Labor Laws.
- 14.10. All certificates listed in item 14.9 shall be within the validity period.
- 14.11. If any certificate presented in accordance with item 14.9, above indicates pending issues, or the updated status of the debt(s) is not stated, proof of discharge and/or certificates indicating the updated status of the judicial and/or administrative actions listed shall be provided, dated no more than ninety (90) days prior to the final date for receipt of the ENVELOPES.
- 14.11.1. The documents provided for in item 14.11, above, will not replace, under any circumstances, presentation of the certificates listed in item 14.9, and are intended to allow the TENDER COMMITTEE to verify any situation of good tax standing of the TENDERER, or a member of the CONSORTIUM, despite what is stated in the certificate, in the event that payment of the tax or the suspension of its demandability is proven.
- 14.12. Proof of requests for certificates shall not be accepted.
- 14.13. If the TENDERER is an investment fund that cannot issue the Certificate of regularity with the Guarantee Fund for Length of Service (FGTS) provided for in item 14.9, v, of this NOTICE, due to its legal nature, it shall present the document proving the absence of registration, by consulting the website <https://consultacrf.caixa.gov.br/consultacrf/pages/consultaEmpregador.jsf> with the number of the National Register of Corporate Taxpayers of the Ministry of Finance (CNPJ/MF) of the investment fund.

## **C. ECONOMIC AND FINANCIAL QUALIFICATION**

- 14.14. The documents listed below shall be submitted by the individual TENDERER or each company participating in the CONSORTIUM:

- i. in the case of Business Companies and investment funds, Certificate of Bankruptcy, “*Concordata*”, and Judicial or Extrajudicial Reorganization issued by the Judicial Distributor of the Judicial District (Civil Courts) of the city where the company is headquartered, dated not more than 180 (one hundred and eighty) days prior to the date of its delivery;
  - ii. in the case of Simple Company, certificate issued by the Judicial Distribution Office of the Civil Courts of the Judicial District where the company is headquartered, relating to the Asset Foreclosure, dated, at most, 180 (one hundred and eighty) days prior to the date of its delivery ; and
  - iii. in the case of an investment fund, the TENDERER shall present, in addition, a clearance certificate or certificate with pending issues but with the effects of clearance of bankruptcy of the administrator and, if any, of the fund manager, issued by the distribution office of its headquarters, dated at most 180 (one hundred and eighty) days prior to the date of its delivery.
- 14.15. The TENDERERS shall present, along with the clearance certificates required, a statement issued by the court of their headquarters indicating which Notary or Registry Offices control the assignment of bankruptcies and judicial reorganization.
- 14.15.1. The presentation of the certificate indicated in item 14.15, above, is waived in cases in which the certificate itself states that all competent registry office were consulted for this issuance or if the registered headquarters of the TENDERER does not issue an official document with such content, in which case the TENDERER shall present a statement signed by the ACCREDITED REPRESENTATIVE reporting the impossibility of presenting the aforementioned document, preserving the right of the TENDER COMMISSION to take steps to confirm the veracity of what was declared.
- 14.16. If there is any judicial action filed in the modalities referred to in the subsections i and ii of item 14.14, the TENDERER shall present the updated certificate that shows the status of the case.
- 14.17. If the TENDERER is in in-court or out-of-court reorganization, the acceptance of the judicial reorganization plan or ratification of the out-of-court reorganization plan, as the case may be, shall be proved.

#### **D. TECHNICAL QUALIFICATION**

- 14.18. In order to demonstrate its TECHNICAL QUALIFICATION, the individual TENDERER or the CONSORTIUM shall demonstrate aptitude for the performance of activities relevant and compatible in characteristics, quantities and deadlines with the object of the TENDER, through:
- i. Certificate(s) of technical capacity, in the name of the TENDERER or a professional connected to it, issued by legal entity(ies) under public or private law, or by a regulatory and/or inspection authority, proving previous experience, over a minimum of 12 (twelve) months, as responsible for the management/administration of an infrastructure asset, which has generated annual operating revenue of at least BRL 49,006,571.37 (forty-nine million, six thousand, five hundred and seventy-one reais and thirty-seven cents).
  - ii. Certificate(s) of technical capacity, in the name of the TENDERER or a professional connected to it, issued by a legal entity under public or private law, or by a regulatory and/or inspection authority, proving previous experience in the administration, management and operation of roads with at least 1 (one) tunnel, with a minimum length of 500 (five hundred) meters;
  - iii. Certificate(s) of technical capacity, in the name of the TENDERER, issued by a legal

entity under public or private law, or by a regulatory and/or inspection authority, proving previous experience in the activities of transporting and immersing concrete modules in immersed tunnels;

- iv. Certificate(s) of technical capacity, in the name of the TENDERER or a professional connected to it, issued by a legal entity under public or private law, or by a regulatory and/or inspection authority, proving previous experience in the construction of infrastructure works containing the items indicated in Table 1 below;

DESCRIPTION OF SERVICES	UNIT	REQUIREMENT
Mechanical excavation for non-explosive works	m <sup>3</sup>	218,000
Execution of diaphragm walls with hydromill with thickness > or = 0.80 meters and height > or = 40.00 meters	m	Qualitative
Volume of soil treated with jet grouting with diameter > or = 1.60 meters or similar technology for soil treatment (in equivalent unit)	m	Qualitative
Supply and driving of Combined Profile in carbon steel or other alternative for temporary containment that allows dry work in a previously flooded area, with proven certification in appropriate methodology (in equivalent unit)	Kg	3,800,000
Execution of tunnel using NATM or Cut & Cover method with minimum cross-section of 60 m <sup>2</sup>	m	Qualitative
Excavation using inverted method	m <sup>3</sup>	120,000
Execution of maritime and/or river works with nautical support, using tugboats, barges and/or pontoons, in port areas or in navigable areas with ship traffic.	un.	Qualitative
Dredging of seabed or riverbed material	m <sup>3</sup>	1,400,000

- v. certificate(s) of technical capacity, in the name of the TENDERER or a professional connected to it, issued by legal entity(ies) under public or private law, or by a regulatory and/or inspection authority, proving previous experience in the preparation and execution of (a) project or consultancy in immersed tunnel design using reinforced and/or prestressed concrete modules and/or metal modules of mixed concrete sections with steel shell; and (b) diaphragm wall and/or barrette projects using hydromills;

14.18.1. To prove the requirements in item 14.18, (i) of this NOTICE, the sum of certificates will be admitted, provided that one of the certificates demonstrates participation as responsible for the management/administration of an infrastructure asset that has generated annual operating revenue of at least BRL 24,503,285.68 (twenty-four million, five hundred and three thousand, two hundred and eighty-five reais and sixty-eight centavos).

14.18.1.1. In the case of a CONSORTIUM, for the purposes of TECHNICAL QUALIFICATION, the sum of the certificates from one or more members of the CONSORTIUM will be admitted, observing item 14.18.1.

14.18.1.2. The following will be considered responsible, for the purposes of the item 14.18:

14.18

- i. the direct person individually responsible for the management/administration of the infrastructure asset, including, in the case of assets held by an investment fund, its managing company;

- ii. the consortium member, with a minimum participation of ten percent (10%) 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. a participant otherwise involved in the management/administration of the infrastructure asset, with a position that gives it decision-making powers in the management/administration of the infrastructure asset.

14.18.1.3. To meet the technical qualification required in item 14.18, (i), the TENDERER will not be required to have participated in the administration of the infrastructure asset during its implementation phase.

14.18.1.4. For the purposes of item 14.18, the following will be considered an infrastructure asset:

- i. Communications;
- ii. Transportation or transportation logistics;
- iii. Energy;
- iv. Production, distribution, or refining of fuels;
- v. Basic sanitation;
- vi. Housing; or
- vii. Provision of public services;
- viii. other infrastructure assets of equivalent or greater complexity.

14.18.2. For the purposes of item 14.18, (ii) and (iii) of this NOTICE, proof by more than one certificate will not be accepted.

14.18.3. For the purposes of items 14.18, (iv) and (v) of this NOTICE, proof of experience of the service or group of services identified by more than one certificate will be accepted, and the sum of certificates for quantitative purposes of the same service is prohibited, when applicable.

14.19. Proof of prior experience, relating to items (ii), (iii), (iv) and (v) of item 14.18 of this NOTICE may also be provided by means of certificate(s) of aptitude in the name of a subcontracted company classified as a QUALIFIED SUBCONTRACTOR.

14.19.1. The certificates of technical responsibility provided for in item 14.18 will only be accepted in the name of a qualified professional when he/she has a relationship with the TENDERER or the QUALIFIED SUBCONTRACTOR, on the date of the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES.

14.19.2. Proof of the relationship may be provided by means of articles of association, registration in the professional card, employee file, employment contract or technical assistance contract.

14.19.3. Proof of the relationship may also be provided by means of a letter signed by the TENDERER, the qualified professional(s) and the QUALIFIED



SUBCONTRACTOR, indicating that, in the event that the TENDERER is declared the winner, it will assume the obligation to participate in the CONCESSION through one of the forms of relationship indicated in item 14.19.2.

- 14.19.4. The relationship between the TENDERER and the professional(s), the TENDERER and the QUALIFIED SUBCONTRACTOR and the QUALIFIED SUBCONTRACTOR with its professional(s) shall remain in place at least until the EXECUTION DATE OF THE AGREEMENT in compliance with the provisions of the AGREEMENT regarding the replacement of the technical manager(s) by another person(s) who meets the technical qualification requirement.
- 14.19.5. The CONCESSIONAIRE may only change, during the execution of the AGREEMENT, the qualified professional(s) or the QUALIFIED SUBCONTRACTOR, for the experience covered by item 14.18, paragraphs (ii) and (iii) with the prior consent of the INDEPENDENT AUDITOR, in compliance with the provisions of Clause 30.2 of the AGREEMENT.
- 14.19.6. The CONCESSIONAIRE may change, during the execution of the AGREEMENT, the qualified professional(s), the QUALIFIED SUBCONTRACTOR at any time for the experience referred to in item 14.18, paragraph (iv), as long as the same requirements required in this NOTICE are met.
- 14.19.7. It is not prohibited for the qualified professional or the QUALIFIED SUBCONTRACTOR to have a relationship with more than one TENDERER.
- 14.19.8. The proof of previous experience related to item (iii) of item 14.18 shall be made through certificate in the name of the TENDERER or of an entity that is a QUALIFIED SUBCONTRACTOR and shall not occur by means of a certificate in the name of a professional connected to it.
- 14.20. Documents such as contracts, letters or statements from FINANCIAL INSTITUTIONS, regulatory agencies or granting authorities, as the case may be, as well as audited financial statements of the projects carried out, or other documents that demonstrate the required experience, provided that, in any case, such documents are capable of effectively proving compliance with the technical experience requirements defined in item 14.18, will be accepted as equivalent to the certificates, for the purposes of proving the qualification required in item 14.18.
- 14.21. The experience required in this NOTICE may also be proven by means of certificates issued in the name of a controlled, controlling, affiliated company and/or companies under common CONTROL of the TENDERER, directly or indirectly, and of a foreign parent company of a Brazilian branch, provided that the situation (of controlled, controlling, affiliated company and/or companies under common CONTROL, directly or indirectly, and of a foreign parent company of a Brazilian branch) is duly proven and has been in effect since the date prior to the publication of this NOTICE.
- 14.21.1. The relationship between the TENDERER and the company holding the documents proving the experience set out in item 14.21 of this NOTICE shall be proven by presenting:
- i. an organizational chart of the ECONOMIC GROUP demonstrating the corporate relationship(s) between the TENDERER and the company holding the aforementioned supporting documents; and
  - ii. corporate documents, in accordance with applicable legislation, which support the corporate relations indicated in that organizational chart, such



as articles of association, bylaws, share registration books (including book-entry shares), share transfer registration books (including book-entry shares) and quotaholder or shareholder agreements.

- 14.21.2. In the case of item 14.21, the TENDERER shall prove that the company holding the certificate does not incur any of the restrictions on participation in the TENDER provided for in the item 8 of this NOTICE, and the records indicated in items 15.21 and 15.22 shall be consulted and the clearance certificate referred to in item 14.16, as well as the documents provided for in item 14.9, shall be presented.
- 14.21.3. In the case of corporate changes and mergers, incorporations or spin-offs of companies, the certificates will only be considered if accompanied by documentary and unequivocal proof of the definitive transfer of technical experience, except if the case also falls within the hypothesis of item 14.21, in which case the requirements set forth in that item shall be met.
- 14.21.4. Any other certificates that are not the result of the corporate events highlighted in item 14.21 will not be considered valid.
- 14.21.5. In the case of TENDERERS established in the form of an investment fund, proof of TECHNICAL QUALIFICATION held by its manager will be accepted.
- 14.22. Without prejudice to the provisions of item 14.24 and item 14.26.1, the documents and certificates shall be issued by public or private bodies or entities contracting the object of the certificate, on the declarant's letterhead, with identification of its legal representative and information for possible contact by the TENDER COMMITTEE.
- 14.23. The conformity 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 and proof of the required experience is not permitted, the TENDERER will be disqualified and will be subject to the penalties provided for in this NOTICE.
- 14.24. It is recommended, for standardization purposes, that the aptitude certificates or attestations contain, but are not limited to, the following information or be accompanied by it:
  - i. scope;
  - ii. characteristics of the activities and services performed;
  - iii. total value of the enterprise and percentage of participation of the TENDERER or consortium member;
  - iv. start and end dates for conducting the activities and services;
  - v. start and end dates of the company's participation in the consortium, when the attestation was issued in the name of a consortium;
  - vi. start and end dates of the professional's participation in the activity;
  - vii. description of the activities performed in the consortium, when the attestation was issued in the name of a consortium, observing the provisions of Art. 67, Paragraph 10, of Federal Law No. 14,133/2021, in the event that the certificate or the consortium agreement does not specify the activity performed by each member individually, while adhering to the provisions of item 14.18.1.2 for the purposes of determining the party responsible for the management/administration of the infrastructure asset;
  - viii. location for conducting the activities and services;

- ix. corporate name of the issuer; and
  - x. name and identification of the signatory.
- 14.25. The certificates referring to item 14.18, subsections (i) and (ii) may refer to contracts in progress, provided that the quantities and technical characteristics of the scope already performed are compatible with the scope of this TENDER, and provided that the minimum execution period of 12 (twelve) months established in item 14.18 is observed.
- 14.26. If the recommended content provided for in item 14.24 is not in the respective certificate(s), the missing information, if necessary in the opinion of the TENDER COMMITTEE, may be proven by other documents, including, if applicable, a declaration from the TENDERER; in the event the TENDER COMMITTEE understands it is pertinent and necessary for analysis of the TECHNICAL QUALIFICATION it shall request clarifications to make sure the information is correct.
- 14.26.1. The evidence required for the TECHNICAL QUALIFICATION may be done through certificates issued in the name of the TENDERER or declarations of the TENDERER, when dealing with own enterprises, which shall be accompanied by the necessary documents to prove their veracity.
- 14.27. The TENDERER shall present in a clear and unequivocal way the relevant data of the certificates presented, and, for eventual supplementation of the information required, attach other supporting documents, such as: copies of the contract to which the certificate refers; service orders, and/or other pertinent ones.
- 14.27.1. Under no circumstances will the documents listed in item 14.26 above replace the certificate.
- 14.28. To honor the principle of instrumentality of forms, errors or formal nonconformities will not affect the verification of the technical conditions provided for herein; when possible, proof of the technical conditions through diligence or other forms of demonstration accepted by the TENDER COMMITTEE.

## **E. REPRESENTATIONS**

- 14.29. The documents listed below shall be submitted by the TENDERER, on letterhead and signed by the respective legal representative, together with the other QUALIFICATION DOCUMENTS:
- i. Declaration of good standing with the Special Secretariat for Social Security and Labor of the Ministry of Economy, in compliance with the provisions of article 7, item XXXIII, of the Federal Constitution, according to the template contained in EXHIBIT 18;
  - ii. Declaration that the TENDERER is not in the process of (a) bankruptcy; (b) judicial or extrajudicial liquidation; (c) insolvency; (d) temporary special administration or (e) intervention, according to the template contained in EXHIBIT 18;
  - iii. Declaration of non-existence of any fact that prevents participation in the TENDER, according to the template in EXHIBIT 18, attesting that:
    - a. it has not been declared unfit by any federative sphere, and is not prohibited from bidding or contracting with the PUBLIC ADMINISTRATION because it is included in the National Registry of Punished Companies (CNEP) and the National Registry of Unfit and Suspended Companies (CEIS), both of the Federal Government, and in the State Registry of Punished Companies (CEEP) of the State of São Paulo, established under the terms of article 5 of State Decree No. 60,106/2014;

- b. it is not serving a temporary suspension penalty or being prevented from contracting with the Direct or Indirect Public Administration of the State of São Paulo;
  - c. it undertakes to report the occurrence of any supervening facts related to the object of this declaration; and
  - d. it has not been sentenced, by a final and unappealable judgment, to the penalty of suspension of rights due to the commission of environmental crimes, as regulated in article 10, of Federal Law No. 9,605/1998;
- iv. Declaration of compliance with the standards 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 template contained in EXHIBIT 18;
- v. Declaration of compliance of the economic proposals with the full costs for compliance with labor rights guaranteed in the Federal Constitution, labor laws, sub-legal standards, collective bargaining agreements and terms of conduct adjustment in force on the date of submission of the proposals, in accordance with Paragraph 1 of article 63 of Federal Law No. 14,133, on April 1, 2021;
- vi. Declaration of compliance with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, as provided for by law and other specific regulations, in accordance with EXHIBIT 18;
- vii. Declaration of awareness that registration(s) in the State Registry of Unpaid Credits of State Agencies and Entities (CADIN) (State Law No. 12,799/2008) prevent(s) contracting with the GRANTING AUTHORITY, according to the template in EXHIBIT 18;
- viii. Declaration of awareness that registration(s) of sanction(s) described prevent(s) contracting with the GRANTING AUTHORITY: in items (i) or (ii), in the Electronic System for Application and Registration of Administrative Sanctions (e-Sanções) (State Decree No. 61,751/2015); (ii) in item 8.4.3 in the National Registry of Unfit and Suspended Companies – CEIS (Federal Law No. 12,846/2013); (iii) in item 8.4.3, in the National Registry of Punished Companies (CNEP) and in the State Registry of Punished Companies – CEEP of the State of São Paulo; or (iv) in item 8.4.3, in the National Registry of Civil Convictions for Acts of Administrative Improbability and Ineligibility – CNIA of the National Council of Justice, according to the template contained in EXHIBIT 18;
- ix. Declaration, according to the template contained in EXHIBIT 18, that the TENDERER (a) is subject to all the conditions of the NOTICE; (b) has full knowledge of the operation and maintenance services that are the object of the CONCESSION; (c) has full knowledge of the construction area of the INTERCONNECTION SYSTEM, of the conditions of the route that is part of the scope of the AGREEMENT, as well as of the nature and complexity of the services and investments required; (d) is responsible for the veracity of all information contained in the documentation and proposal presented; and (e) received all the elements that comprise this NOTICE, was aware of all the information and conditions for fulfilling the obligations that are the object of the TENDER, and considered the information received to be sufficient for preparing its PROPOSAL;
- x. Declaration, according to the template in EXHIBIT 18, that only exotic wood products and by-products, or products and by-products listed in Normative Instruction No. 21, of December 24, 2014, of the Brazilian Institute of Environment and Renewable Resources – IBAMA, acquired from a legal entity duly registered

with CADMADEIRA, under the terms of State Decree No. 66,819, of June 6, 2022, will be used in the execution of the services tendered;

- xi. Declaration of financial capacity, according to the template contained in EXHIBIT 18, through which the TENDERER shall declare that it has or has the capacity to obtain sufficient financial resources to fulfill the obligations of providing its own resources and obtaining third-party resources necessary to achieve the purpose of the CONCESSION, including the obligation to pay in full the share capital of the SPE in the amount of at least BRL 100,000,000.00 (one hundred million reais), base date of October/2024, until the EXECUTION DATE OF THE AGREEMENT, if it is declared the winner of this TENDER;
- xii. Declaration of commitment to contract the PERFORMANCE GUARANTEE, according to the template presented in EXHIBIT 18 and respecting the minimum values presented therein, through which the TENDERER, in the event of being declared the winner of the bidding process, undertaking to contract, without clauses that allow the exclusion of liabilities, except in the cases permitted in this NOTICE, the guarantee mentioned as a condition for signing the AGREEMENT;
- xiii. Declaration that it will comply, at the time of signing the AGREEMENT, with the requirements listed in EXHIBIT 16, by any of the means indicated therein, according to the template contained in EXHIBIT 18;
- xiv. Certificate of completion of the optional TECHNICAL VISIT, according to item 5.9, or, alternatively, declaration, according to item 5.10, that it chose to formulate a proposal without carrying out the optional TECHNICAL VISIT, and that it states that it is aware of the local conditions for fulfilling the obligations that are the object of the CONCESSION; and
- xv. Declaration, according to the template in EXHIBIT 18, that the TENDERER undertakes to make the payment to B3 in the manner provided for in EXHIBIT 19, in the amount of BRL 624,949.92 (six hundred and twenty-four thousand, nine hundred and forty-nine reais and ninety-two centavos), on the base date of October/2024, to be updated annually by the IPC/FIPE.

14.30. All declarations contained in the previous item shall be submitted individually by each TENDERER or CONSORTIUM member, with the exception of the declarations contained in item 14.29, (vii) to (xvixiv), which, in the case of participation in a CONSORTIUM, may be issued by the CONSORTIUM itself, through its lead company.

## 15. TENDER PROCEDURE

15.1. This TENDER will be processed and judged by the TENDER COMMITTEE duly instituted, following the rules, procedures, and deadlines established in this TENDER NOTICE and in the act that created it, according to the following schedule:

Events	Description of the events	Date
1	Publication of the NOTICE	02/27/25
2	Final deadline for requesting clarifications on the NOTICE	07/09/25
3	Deadline for publishing responses to requests for clarifications	07/18/25
4	Final deadline for interposing objections to the NOTICE	07/22/25

5	Deadline for decision on the submitted objections	07/27/25
6	PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES	07/28/25
7	Disclosure of the TENDER COMMITTEE's decision on the analysis of the documents contained in ENVELOPE B	07/31/25
8	PUBLIC SESSION FOR THE OPENING OF PROPOSALS	01/08/25
9	Disclosure of the judgment act of ENVELOPE C and the preliminary result of the PUBLIC SESSION FOR THE OPENING OF PROPOSALS for the analysis of ENVELOPE D and the start of the appeal period	To be defined
10	End of appeal period	3 (three) business days from the date of event 9
11	Publication (i) of the TENDER result, (ii) of the approval and award act and (iii) of the call for the WINNER TENDERER to comply with pre-contractual requirements	To be defined
12	Proof, by the WINNING TENDERER, of the pre-contractual conditions set out in Item 17 of the NOTICE	Prior to the EXECUTION DATE OF THE AGREEMENT

15.2. The TENDER procedure shall have the following order:

- 15.2.1. The TENDER will start with the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES and ACCREDITATION of the TENDERERS on July 28, 2025, at 10:00 AM, at the B3 headquarters, located at Rua XV de Novembro No. 275, Centro, São Paulo/SP. The ENVELOPES shall be delivered no later than 10:15 AM on the same date;
- 15.2.2. The TENDER COMMITTEE will acknowledge the receipt of the ENVELOPES and carry out the ACCREDITATION of the TENDERERS, with the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES being concluded with the opening of ENVELOPE B – PROPOSAL GUARANTEE;
- 15.2.3. Upon completing the analysis of ENVELOPES B, the TENDER COMMITTEE will disclose its decision on the acceptance or possible rejection of the documents contained in ENVELOPE B - PROPOSAL GUARANTEE;
- 15.2.4. The PUBLIC SESSION FOR THE OPENING OF PROPOSALS will begin on August 01, 2025 at 4:00 PM, also at the B3 headquarters. At this time, ENVELOPE C – PRICE PROPOSAL will be opened for the TENDERERS whose PROPOSAL GUARANTEES have been declared valid by the TENDER COMMITTEE, with the PRICE PROPOSALS being ranked according to the conditions established in this NOTICE.
- 15.2.5. Upon completing the ranking of the PRICE PROPOSALS, a ranking list will be published, containing the PRICE PROPOSALS in descending order. Subsequently, if applicable, the auction phase will be conducted, in accordance with the terms of item 15.14.

- 15.2.6. If a tie occurs between the proposals from the TENDERERS that is not resolved during the auction phase, the tiebreaker will be carried out by applying the criteria established in article 60 of Federal Law No. 14,133/2021.
- 15.2.7. Finally, ENVELOPE D – QUALIFICATION DOCUMENTS will be opened for the TENDERER classified as the winner;
- 15.2.8. The TENDER COMMITTEE will carry out the consultations provided for in items 15.21 and 15.22;
- 15.2.9. If the TENDERER whose PRICE PROPOSAL is classified as the winner does not fully and satisfactorily meet all the QUALIFICATION conditions and requirements of this TENDER NOTICE, the analysis of ENVELOPE D – QUALIFICATION DOCUMENTS will proceed for the TENDERER with the second-place PRICE PROPOSAL. If this TENDERER also does not meet the requirements, the procedure will be successively repeated for the remaining TENDERERS, respecting the order of ranking of the PRICE PROPOSALS;
- 15.3. Upon completion of the assessment of the QUALIFICATION DOCUMENTS of the TENDERER classified with the best PRICE PROPOSAL, and considering, if applicable, the auction phase, if the QUALIFICATION DOCUMENTS have met all the conditions established in this TENDER NOTICE and current legislation, the TENDERER will be declared the winner of the tender. The provisional result of the TENDER will be published, and a single appeal phase will be opened, in accordance with item 18.
- 15.4. If no appeals are filed or, if filed, after their processing and judgment, the result of the TENDER will be published.

#### **A. PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES AND ACCREDITATION OF THE TENDERERS**

- 15.5. The ENVELOPES A, B, C, and D referred to in this TENDER NOTICE, containing the ACCREDITATION DOCUMENTS, the PROPOSAL GUARANTEE, the PRICE PROPOSAL, and the QUALIFICATION DOCUMENTS, respectively, shall be delivered directly and personally by any bearer, or through the ACCREDITED PARTICIPANT for TENDERERS who have opted for their services, to the TENDER COMMITTEE, on the date, time, location, and in the manner specified in this TENDER NOTICE and in the published notice, in the presence of at least 03 (three) members of the TENDER COMMITTEE.
  - 15.5.1. Once the PUBLIC SESSION is opened, the bearers will have fifteen (15) minutes to deliver the ENVELOPES to the TENDER COMMITTEE.
- 15.6. After the end of receipt of the envelopes is declared by the TENDER COMMITTEE, observing the tolerance time provided for in item 15.5.1 no other envelope will be received, and no right of complaint will apply.
- 15.7. After the receipt of the ENVELOPES, the ACCREDITATION of the ACCREDITED REPRESENTATIVES and ACCREDITED PARTICIPANTS of the TENDERERS will be carried out by the TENDER COMMITTEE, in accordance with the requirements of item 11.
- 15.8. Once the phase provided in item 15.7 is completed, ENVELOPES B of the TENDERERS will be opened.
- 15.9. The PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES will be complete with the opening of ENVELOPE B.

#### **B. VERIFICATION OF THE REGULARITY OF THE PROPOSAL GUARANTEES**



15.10. The TENDER COMMITTEE will certify the regularity of the PROPOSAL GUARANTEES, in accordance with item 12 of this TENDER NOTICE.

15.10.1. Only those proposal guarantees that comply with the conditions of this TENDER NOTICE and the relevant legislation will be considered valid.

15.10.2. The TENDER COMMITTEE will publish, no later than the business day before the date of the PUBLIC SESSION FOR THE OPENING OF PROPOSALS, a notice containing the decision on the acceptance or possible rejection of the PROPOSAL GUARANTEES.

### **C. PUBLIC SESSION FOR THE OPENING OF PROPOSALS – VERIFICATION AND RANKING OF THE PRICE PROPOSALS**

15.11. The PRICE PROPOSALS of all TENDERERS whose PROPOSAL GUARANTEES have been declared valid will be reviewed by the TENDER COMMITTEE for compliance with the form and conditions established in this TENDER NOTICE.

15.12. The TENDERER that does not meet the minimum requirements for the submission of the PRICE PROPOSAL, as stipulated in this TENDER NOTICE, will be disqualified.

15.13. Based on the list of PRICE PROPOSALS that have been classified, an ordering grid will be published, in descending order, considering the value of the largest percentage discount on the MAXIMUM PUBLIC CONSIDERATION.

15.14. The TENDERER that offers the highest percentage discount on the MAXIMUM PUBLIC CONSIDERATION will be the winner.

15.14.1. If any TENDERER has offered a 100% (one hundred percent) discount on the MAXIMUM PUBLIC CONSIDERATION, the TENDER COMMITTEE will proceed with the TENDER by evaluating the discount offers on the MAXIMUM PUBLIC CONTRIBUTION.

15.14.2. In the event of item 15.14.1, an ordering grid will be published, in decreasing order, considering the value of the largest percentage discount on the MAXIMUM PUBLIC CONTRIBUTION.

15.14.3. If more than one TENDERER offers a discount on the value of the MAXIMUM PUBLIC CONTRIBUTION, the TENDERER with the best PROPOSAL and the TENDERERS who have offered a percentage discount on the MAXIMUM PUBLIC CONTRIBUTION of up to 20% (twenty percent) lower than the discount presented in the best OFFER shall be qualified for the auction phase.

15.14.4. If the requirement set out in the item 15.14.3 is not met for the auction phase to proceed, the TENDERER who has offered the greatest discount on the value of the MAXIMUM PUBLIC CONTRIBUTION will be the winner.

15.14.5. There will be no auction phase in relation to PRICE PROPOSALS evaluated using the judgment criterion of the highest percentage discount on the value of the MAXIMUM PUBLIC CONSIDERATION.

15.15. The CHAIRMAN OF THE SESSION may set a maximum time limit between offers.

15.16. Each offer shall exceed the value previously offered by the TENDERER, also considering that:

- i. shall respect the minimum interval between offers, set at 0.5 p.p. (five tenths in percentage points) of the offer to be surpassed;
- ii. shall respect the maximum time interval to be specified by the CHAIRMAN OF THE SESSION, after consulting with the TENDER COMMITTEE;

- iii. shall adjust the classification of the TENDERER(S) in the TENDER, allowing for intermediate offers.
  - iv. shall follow the reverse order to the classification of written PRICE PROPOSALS, that is, in each round of the dispute, the last offer will always be offered by the best classified TENDERER in the written PRICE PROPOSALS stage.
- 15.17. If no TENDERER submits an offer within the time limit set by the SESSION DIRECTOR for new bids, the TENDERER that has offered the best offer up to that point will be declared the highest-ranked.
- 15.18. If the auction stage is opened and no offers take place, the TENDERER holding the PRICE PROPOSAL that offers the highest percentage discount on the MAXIMUM PUBLIC CONTRIBUTION will be declared the best ranked.
- 15.19. If the auction phase is conducted, TENDERERS who have made offers shall confirm their proposal, using the template provided in EXHIBIT 18, which may be signed by the ACCREDITED REPRESENTATIVE or another person with sufficient authority.
- 15.20. The TENDERER that has submitted the best PRICE PROPOSAL, considering, if applicable, the auction phase, will have its QUALIFICATION DOCUMENTS reviewed.

#### **D. CONSULTING REGISTERS AND SYSTEMS**

- 15.21. The TENDER COMMITTEE shall consult, in the procedural order indicated in item 15.2, the National Register of Punished Companies (CNEP) and the National Register of Ineligible and Suspended Companies (CEIS), both of the Federal Government, established under articles 22 and 23, of Federal Law No. 12,846/2013, the National Register of Civil Condemnations for Acts of Administrative Improbity and Ineligibility (CNIA) of the National Council of Justice and the State Register of Punished Companies (CEEP) of the State of São Paulo, established pursuant to article 5, of State Decree No. 60,106/2014, in relation to the TENDERER having the best PRICE PROPOSAL; the participation of companies punished with the penalty of ineligibility from bidding or contracting with the PUBLIC ADMINISTRATION being forbidden, in accordance with article 156, subsection IV, and Paragraph 4, of Federal Law No. 14,133/2021, as well arising from other sanctions that bar it from contracting with the PUBLIC ADMINISTRATION.
- 15.22. Thereafter, the TENDER COMMITTEE shall also consult the website [www.esancoes.sp.gov.br](http://www.esancoes.sp.gov.br) with respect to the TENDERER having the best PRICE PROPOSAL, prohibiting participation of companies that have been punished with penalties of temporary suspension from participation in tenders and barring from contracting with the Direct or Indirect Public Administration of the State of São Paulo or of ineligibility to bid or contract with the PUBLIC ADMINISTRATION, arising from 156, subsections III and IV, and Paragraph 4, of Federal Law No. 14,133/2021.
- 15.22.1. If the TENDERER who has submitted the best PROPOSAL is not in compliance with the consultations provided for in items 15.21 and 15.22, a regularity consultation will be carried out on the TENDERER whose PRICE PROPOSAL is ranked second and, in the event of non-compliance, its PRICE PROPOSAL will be disqualified, and this procedure will be successively repeated for the other TENDERERS, respecting the order of classification of the PRICE PROPOSALS.

#### **E. VERIFICATION OF DOCUMENTS OF LEGAL QUALIFICATION, TAX, LABOR, ECONOMIC AND FINANCIAL, AND TECHNICAL QUALIFICATION**

- 15.23. After the classification of the PRICE PROPOSALS and the occurrence of the auction phase, if it takes place, verification will be done of the QUALIFICATION DOCUMENTS of the TENDERER that has presented the best PRICE PROPOSAL.

- 15.24. The TENDER COMMITTEE, in a PUBLIC SESSION FOR THE OPENING OF PROPOSALS, will open ENVELOPE D of the TENDERER that has presented the best PRICE PROPOSAL, preserving intact ENVELOPE D of the other TENDERERS.
- 15.25. The qualification of the TENDERERS will follow the objective criteria established in this TENDER, and TENDERERS that submit the QUALIFICATION DOCUMENTS in disagreement with the provisions of this TENDER NOTICE and the applicable legislation will be considered unqualified.
- 15.26. Upon completion of the review of ENVELOPE C of the TENDERER that has submitted the best PRICE PROPOSAL, considering, if applicable, the auction phase, if the QUALIFICATION DOCUMENTS meet all the conditions established in this TENDER NOTICE and current legislation, the TENDERER will be declared the WINNING TENDERER, with the provisional result of the TENDER being published and the single appeals phase commencing, as outlined in item 18.
- 15.27. If the TENDERER that has presented the best PRICE PROPOSAL does not fully and satisfactorily meet all the QUALIFICATION CONDITIONS of this TENDER NOTICE, the review of the PROPOSAL GUARANTEE and Envelope C of the TENDERER that has its PRICE PROPOSAL classified in second place will be carried out and, in the event of non-compliance, this procedure will be successively repeated for the other TENDERERS, following the PRICE PROPOSALS in ranking order.
- 15.28. The ineligibility of any consortium member will lead to the ineligibility of the CONSORTIUM.

#### **F. PUBLICATION OF THE RESULT OF THE TENDER**

- 15.29. The preliminary results of the TENDER will be published in the DOE/SP and disclosed on the SPI website: <https://www.parceriaseminvestimentos.sp.gov.br>.
- 15.30. From this point onward, the appeals phase for all stages of the TENDER will be opened, in accordance with item 18 of this NOTICE.
- 15.31. If no appeals are filed or if the appeals filed are not upheld, the definitive result of the TENDER will be published, in accordance with item 15.29.

#### **16. APPROVAL AND AWARDING**

- 16.1. Once the definitive result of the bidding procedure has been published, the TENDER COMMITTEE will submit the tender process to the Secretariat of Investment Partnerships, for its approval and awarding of its scope.
- 16.1.1. The act of approval of the TENDER, of awarding of the scope, and of summoning the WINNING TENDERER to fulfill the pre-contractual requirements will be published in the DOE/SP.
- 16.2. Following the homologation of the TENDER and the adjudication of its object, the WINNING TENDERER may conduct additional technical visits to the INTERCONNECTION SYSTEM, subject to prior authorization from the GRANTING AUTHORITY, the REGULATORY AUTHORITY and/or DER/SP.
- 16.2.1. The WINNING TENDERER may request a technical visit covering all areas where the INTERCONNECTION SYSTEM will be built or just specific sections, and shall obtain, in any case, authorization from the authority that exercises jurisdiction over the sections to be visited.

#### **17. CONTRACTING**

- 17.1. The AGREEMENT resulting from this TENDER will be executed between the GRANTING AUTHORITY and the SPECIAL PURPOSE ENTITY created by the WINNING TENDERER, with the intervention of the REGULATORY AUTHORITY, the CPP and the DER/SP.
- 17.2. The WINNING TENDERER will be summoned by publication in the DOE/SP to take the necessary steps to sign the CONCESSION AGREEMENT within sixty (60) days, extendable at GRANTING AUTHORITY's discretion.
- 17.3. In compliance with the provisions of Normative Instruction No. 01/2020 and Resolutions No. 07/2020 and 11/2021 of the São Paulo State Court of Accounts (TCE-SP), the SPECIAL PURPOSE ENTITY shall execute, along with the contractual instrument, the Acknowledgement and Notice Instrument, as per EXHIBIT 18 of this NOTICE.
- 17.4. In compliance with article 6, of State Law No. 12,799/2008, the execution of the contractual instrument is connected to the lack of a registration in the STATE CADIN in the name of the SPECIAL PURPOSE ENTITY, of the WINNING TENDERER, or, in the case of a CONSORTIUM, of all its members, the condition being considered fulfilled if the debtor proves that the respective registrations are suspended, per the terms of article 8, paragraphs 1 and 2, of State Law No. 12,799/2008.
- 17.5. Within sixty (60) days after the call for implementing the measures necessary to execute the CONCESSION AGREEMENT, in accordance with the terms of item 17.2, the WINNING TENDERER shall:
- i. have created the SPECIAL PURPOSE ENTITY, in compliance with the provisions of item 19, presenting the respective instrument of incorporation with the corresponding certificate of the JUCESP (Board of Trade of the State of São Paulo) and registration with the CNPJ (National Register of Corporate Taxpayers);
  - ii. have paid up the capital stock of the SPECIAL PURPOSE ENTITY, in Brazilian currency, to the minimum amount of BRL 100,000,000.00 (one hundred million reais), on the base date of October/2024;
  - iii. prove that it has provided the PERFORMANCE GUARANTEE, in the terms, form, and amounts required in the AGREEMENT, and in accordance with the declarations presented during the TENDER;
  - iv. submit the ORIGINAL INVESTMENT PLAN, in accordance with the guidelines presented in the AGREEMENT, and especially in its EXHIBITS 3, 6, 7, 9, and 21, detailing the works and investments presented therein, and which shall contain PHYSICAL AND EXECUTIVE SCHEDULE and PHYSICAL AND FINANCIAL SCHEDULE, including an indication of the percentages expected of physical advance of each investment on a semi-annual basis, regardless of the amount allocated for each year of work.
  - v. submit a INSURANCE PLAN that is compatible with the ORIGINAL INVESTMENT PLAN submitted, including presentation of the coverages and respective insured amounts to be purchased, and the effective purchase shall observe the deadlines presented in such plan;
  - vi. present a letter from the insurance institution, reinsurance company, or insurance broker that advises the TENDERER on the assembly of the INSURANCE PLAN, declaring that it has performed an analysis and attests to the adequacy of this plan;
  - vii. present the insurance policies that are necessary to cover risks related to the first year of the CONCESSION, according to the schedule presented in the INSURANCE PLAN;

- viii. prove to GRANTING AUTHORITY technical experience in the activities required in the NOTICE, by the WINNING TENDERER or by a third party to be hired prior to executing the AGREEMENT, as the case may be, in compliance with the provisions of EXHIBIT 16, by presenting an original copy of the signed service agreement, or a certified copy, and the corresponding technical experience certificate, or supporting documentation, as per the terms authorized in the aforementioned EXHIBIT;
  - ix. prove to GRANTING AUTHORITY, if the option in item 14.19 is used, the connection with the professional holding the attestation submitted, subject to item 14.19.1, 14.19.2, 14.19.3 and 14.19.8;
  - x. prove to have made the payment due to B3, as set out in EXHIBIT 18, in the amount of BRL 624,949.92 (six hundred and twenty-four thousand, nine hundred and forty-nine reais and ninety-two cents), on the base date of October/2024, to be adjusted annually by the IPC/FIPE; and
  - xi. have indicated its representative throughout the CONCESSION TERM.
- 17.5.1. The GRANTING AUTHORITY shall approve the documents presented in item 17.5 within 15 (fifteen) days from the date of presentation by the WINNING TENDERER.
- 17.6. The non-attendance to the call by the WINNING TENDERER, to sign the AGREEMENT, or its refusal to sign it within the period stipulated, will subject the offender to the penalties established in item 20, without prejudice to other legal consequences.
- 17.7. As a condition for signing the AGREEMENT, the following measures shall also be verified:
- 17.7.1. Deposit, by the FEDERAL GOVERNMENT in the FEDERAL FUNDING ACCOUNT, of the amount corresponding to the FEDERAL FUNDING.
  - 17.7.2. Deposit, by the STATE OF SÃO PAULO in the STATE FUNDING ACCOUNT, of the amount corresponding to the STATE FUNDING or proof of contracting of financing for the due amount.
  - 17.7.3. In the event that the portion corresponding to the FEDERAL FUNDING has not been deposited, as per item 17.7.1, the STATE OF SÃO PAULO may make the deposit or financing of the corresponding amount and, therefore, understand that the respective condition for signing the AGREEMENT has been met.
  - 17.7.4. The WINNING TENDERER shall be responsible for opening the FEDERAL FUNDING ACCOUNT and the STATE FUNDING ACCOUNT.
- 17.8. The expiration of the term of validity of the PRICE PROPOSAL or the term of validity of the PROPOSAL GUARANTEE does not prevent the signing of the AGREEMENT, if the WINNING TENDERER remains interested in doing so.
- 17.9. The GRANTING AUTHORITY, in view of the failure of the WINNING TENDERER to appear within the stipulated term, of its impediment or of its refusal to sign the AGREEMENT, may summon the remaining TENDERERS, in the order of classification, verifying compliance with the qualification requirements, to verify their interest in signing the AGREEMENT, within the same term and under the same conditions as the winning proposal, considering, if applicable, the bidding phase.
- 17.9.1. In the event that none of the TENDERERS accept the contract under the terms of item 17.9, the Administration, in accordance with Article 90, Paragraph 4, of Federal Law No. 14.133/2021, may:

- i. invite the remaining tenderers for negotiations, in the order of ranking, with a view to obtaining the best PRICE PROPOSAL, even if higher than the discount offered in the winning PRICE PROPOSAL;
  - ii. award and execute the agreement under the conditions offered by the remaining tenderers, following the order of ranking, when negotiations for better conditions fail; or
  - iii. revoke the TENDER.
- 17.10. After executing the AGREEMENT, the CONCESSIONAIRE is obliged to maintain, throughout the performance thereof, the QUALIFICATION CONDITIONS and qualification required in this TENDER, which are necessary for the assumption and continuation of provision of services, per the terms of article 27, of Federal Law No. 8,987/1995.
  - 17.10.1. At the account and risk of the WINNING TENDERER, even before the AGREEMENT is executed, the GRANTING AUTHORITY may authorize access to the INTERCONNECTION SYSTEM, as well as related information, in order to begin preparation of its planning.

## **18. ADMINISTRATIVE APPEALS**

- 18.1. The TENDERERS may appeal, in a single appeal phase, the final classification of the PUBLIC SESSION FOR THE OPENING OF PROPOSALS, the analysis and judgment of the PROPOSAL GUARANTEE and the QUALIFICATION DOCUMENTS of the best classified TENDERER and the eventual cancellation or revocation of the TENDER.
- 18.2. The appeal shall be filed in a substantiated petition addressed to the TENDER COMMITTEE, during the single appeals phase, within 3 (three) business days from the publication of the result of the TENDER.
  - 18.2.1. The intention to appeal shall be expressed immediately if the preliminary result of the TENDER is announced during the PUBLIC SESSION FOR THE OPENING OF PROPOSALS, under penalty of preclusion. The deadline for submitting the appeal reasons will begin on the date of notification or the signing of the minutes recording the preliminary result of the tender or the minutes disqualifying all tenderers.
- 18.3. Appeals shall be timely filed at the SPI headquarters address.
  - 18.3.1. Appeals may also be sent to the e-mail address [tunelimerso@sp.gov.br](mailto:tunelimerso@sp.gov.br), by until 11:59 p.m. (Eleven hours and fifty-nine minutes), Brasília time, on the final date of the established deadline.
- 18.4. The TENDER COMMITTEE will make the appeal known to the other TENDERERS, who may contest it within three (3) business days, as of the notice from the TENDER COMMITTEE.
- 18.5. Appeals and counterarguments to the appeals shall be addressed to the Chairman of the TENDER COMMITTEE.
- 18.6. The acceptance of the administrative appeal, or the ex officio reconsideration of the act by the TENDER COMMITTEE, which entails a situation prejudicial to any of the TENDERERS, will reopen the appeal phase only in relation to the new issue raised.
- 18.7. The TENDER COMMITTEE will only receive the administrative appeals that have been presented with the proper justification and in compliance with the requirements provided for in this item.

## **19. ORGANIZATION OF THE SPECIAL PURPOSE ENTITY**



- 19.1. The WINNING TENDERER shall be a SPECIAL PURPOSE ENTITY, in accordance with the rules established in this TENDER NOTICE and in the AGREEMENT
- 19.2. The CONCESSIONAIRE will be a SPECIAL PURPOSE ENTITY, to be created by the WINNING TENDERER within the period established in this TENDER NOTICE, in the form of a corporation, organized in accordance with Brazilian law, with the exclusive purpose of providing the services and making the investments covered by the CONCESSION.
- 19.2.1. The SPECIAL PURPOSE ENTITY will be responsible for the performance of all contractual obligations assigned to it in the CONCESSION, and may subcontract third parties, under its responsibility.
- 19.2.2. The SPECIAL PURPOSE ENTITY shall have its headquarters and jurisdiction in the State of São Paulo.
- 19.2.3. If the WINNING TENDERER is an individual TENDERER, before the execution of the AGREEMENT, to comply with the provisions of item 19.2, it shall form a wholly-owned subsidiary to appear as CONCESSIONAIRE, maintaining the shareholding control pre-existing the formation of the company, and observing the obligation to form the SPE in the form of a corporation.
- 19.2.3.1. The WINNING TENDERER may also form a special purpose entity, which will be its wholly-owned subsidiary, with the objective of being the sole controlling company of the SPE to be contracted.
- 19.2.4. The SPE shall adopt corporate governance standards and adopt standardized accounting and financial statements, in accordance with the accounting standards adopted in Brazil, based on Federal Law No. 6,404/1976, the rules issued by the Federal Accounting Board (CFC), and the interpretations, guidelines, and pronouncements of the Accounting Pronouncements Committee (CPC), in particular, Technical Interpretation ICPC 01 - concession agreements (correlation to International Accounting Standard - IFRIC 12).
- 19.3. If the WINNING TENDERER is a CONSORTIUM, the participation of each consortium member in the capital stock of the SPE should, at the time of execution of the AGREEMENT, be identical to its respective participation in the CONSORTIUM.
- 19.4. The formation of intermediary companies between the consortium members and the SPE will be allowed, provided they are composed exclusively of consortium members, and that the indirect participation of each consortium member in the capital stock of the SPE reflects the percentage of its participation in the CONSORTIUM during the TENDER.
- 19.5. The participation of non-Brazilian capital in the SPE will comply with the Brazilian legislation in force.

## **20. PENALTIES**

- 20.1. The TENDERER who fails to submit the documentation required for the tender, causes delays in the tender process, or does not maintain the PRICE PROPOSAL, will be subject to one of the following penalties:
- 20.1.1. Prohibition from participating in and contracting with the direct and indirect Public Administration of the State for a maximum period of 3 (three) years;
- 20.1.2. Declaration of unsuitability to participate in and contract with the direct and indirect Public Administration of all federative entities, for a minimum period of 3 (three) years and a maximum of 6 (six) years, when the nature of the conduct outlined in item 20.1 does not justify the imposition of the less severe penalty provided for in item 20.1.1.

- 20.2. To the TENDERER who provides false declarations or documentation, commits fraud in the tender process, behaves in an unfit manner, engages in any form of fraud, performs illegal acts aimed at frustrating the object of the tender, or engages in any harmful acts as outlined in Article 5 of Law No. 12,846/2013, the penalty of declaration of unfitness to participate in and contract with the direct and indirect Public Administration of all federative entities will be applied, for a minimum period of 3 (three) years and a maximum of 6 (six) years.
- 20.3. The penalties provided in items 20.1 and 20.2 may be combined with the imposition of a fine of up to 1% (one percent) of the ESTIMATED AGREEMENT VALUE, with the PROPOSAL GUARANTEE being executable for this purpose and observing the following criteria for the application of the fine:
- 20.3.1. In the event of any occurrences described in item 20.1 and if the penalty is decided as per item 20.1.1, the imposition of a fine shall be up to 0.5% (zero point five percent) of the ESTIMATED AGREEMENT VALUE, depending on the significance of the breached obligation;
- 20.3.2. In the event of any occurrences described in item 20.1 and if the penalty is decided as per item 20.1.2, the imposition of a fine shall be up to 1% (one percent) of the ESTIMATED AGREEMENT VALUE, depending on the significance of the breached obligation;
- 20.3.3. In the event of any occurrences described in item 20.2, the imposition of a fine shall be between 0.5% (zero point five percent) and 1% (one percent) of the ESTIMATED AGREEMENT VALUE, depending on the significance of the breached obligation.
- 20.4. Refusal to sign the AGREEMENT, without justification accepted by the GRANTING AUTHORITY, within the established deadline, will result in the imposition of a penalty of declaring the WINNING TENDERER individual company or, in the case of a CONSORTIUM, all consortium companies, as unsuitable to bid or contract with the Public Administration, for a minimum period of 3 (three) years and a maximum of 6 (six) years, without prejudice to the imposition of a fine of 1% (one percent) of the ESTIMATED AGREEMENT VALUE, which may be covered by the PROPOSAL GUARANTEE executed for this purpose.
- 20.5. The practice of any acts intended to disrupt and/or hinder this tender process, as outlined in this NOTICE, will also result, at the discretion of the Chairman of the Session, in a fine in the same amount as specified in item 20.4, which may be covered by the proposal guarantee to ensure the receipt of the penalty amount.
- 20.6. An appeal against the imposition of sanctions such as warning, fine, and prohibition from tendering and contracting may be filed within 15 (fifteen) business days from the date of notification.
- 20.6.1. The appeal referred to in item 20.6 shall be addressed to the authority that rendered the appealed decision. If the authority does not reconsider the decision within 5 (five) business days, the appeal, along with the authority's reasoning, shall be forwarded to the superior authority, which shall render its decision within a maximum period of 20 (twenty) business days from the receipt of the case file.
- 20.6.2. The sanction of declaring ineligibility to bid or contract shall be subject only to reconsideration request, which shall be submitted within 15 (fifteen) business days from the date of notification and decided within a maximum period of 20 (twenty) business days from its receipt.

## 21. FINAL PROVISIONS

- 21.1. The rules governing this TENDER will be interpreted in favor of expanding the competition, respecting equal opportunity among the TENDERERS, provided that they do not compromise the public interest, the purpose, and the security of the procurement.
- 21.2. All documentation supplied by the GRANTING AUTHORITY and the REGULATORY AUTHORITY to the TENDERERS may only be used by the TENDERERS to present their PRICE PROPOSALS, with reproduction, disclosure, and use thereof, total or partial, being forbidden for any purposes other than those expressed in this TENDER, under penalty of being held liable for the improper use of these documents.
- 21.3. If an irregularity in the bidding process is found, and it is not possible to remedy it, the decision to suspend execution or declare the AGREEMENT or the TENDER null and void will only be made if it is in the public interest, with an assessment of the aspects provided for in Article 147 of Federal Law No. 14,133/2021.
- 21.4. The nullity of the TENDER entails nullity of the AGREEMENT, if it has already been executed, and any right to compensation by the CONCESSIONAIRE is regulated under the terms of the AGREEMENT.
- 21.5. In the interest of the GRANTING AUTHORITY, without any claim or indemnity to the participants, it may:
- i. postpone the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, as well as the PUBLIC SESSION FOR THE OPENING OF PROPOSALS; and/or
  - ii. amend the TENDER NOTICE, with the setting of a new deadline, under the terms of the specific legislation, to hold the TENDER; and/or
  - iii. suspend the PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, or the PUBLIC SESSION FOR THE OPENING OF PROPOSALS, in the event that the TENDER COMMITTEE deems it pertinent in order to proceed with a more detailed and thorough evaluation of all documents received, publishing the result of the analysis in the DOE/SP and on the SPI, and hold, if pertinent, a new PUBLIC SESSION FOR THE DELIVERY OF THE ENVELOPES, or PUBLIC SESSION FOR THE OPENING OF PROPOSALS for continuity of the bidding procedure.
- 21.6. At any time, the TENDER COMMITTEE may, according to the phase of the TENDER, disqualify or render ineligible the TENDERER, without any right to indemnity or reimbursement of expenses on any account, in the event it becomes aware of facts or circumstances that disqualify its suitability, through a declaration of unsuitability, or when the supervening loss of any of the conditions for participation in the TENDER or any QUALIFICATION CONDITIONS is demonstrated.
- 21.7. The TENDERERS are obliged to report to the GRANTING AUTHORITY, at any time, any supervening fact or circumstance that prevents the QUALIFICATION CONDITIONS or classification, or that represents a violation of the conditions for participation established in the TENDER NOTICE, immediately after its occurrence.
- 21.8. To settle any issues arising under the TENDER, not resolved in the administrative sphere, the Courts of the Capital City of the State of São Paulo will be competent.

São Paulo, February 27, 2025.

**Secretariat of Investment Partnerships**  
**State of São Paulo**